



AGENDA

SAN RAFAEL CITY COUNCIL – MONDAY, MAY 16, 2022

REGULAR MEETING AT 7:00 P.M.

In-Person:

San Rafael City Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

Participate Virtually:

Watch on Zoom Webinar: <https://tinyurl.com/cc-2022-05-16>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 900-9128

ID: 899-2635-9885#

One Tap Mobile: US: +16699009128,,89926359885#

CORONAVIRUS (COVID-19) ADVISORY NOTICE

In response to Assembly Bill 361, the City of San Rafael is offering teleconference without complying with the procedural requirements of Government Code section 54953(b)(3). This meeting will be held in-person, virtually using Zoom and is being streamed to YouTube at www.youtube.com/cityofsanrafael.

How to participate in the meeting in-person:

- Stay home if you are experiencing COVID-19 symptoms
- Face coverings are recommended for attendees
- Use the sign-in sheet (optional) which allows notification of potentially exposed individuals if contact tracing reveals COVID-19 transmission may have occurred in a given meeting
- Attendance will be limited to 50 percent of room capacity (no more than 90 persons) and all in-person attendees should socially distance as recommended by public health authorities. If the Chambers are 50% occupied, please participate online instead or utilize the audio feed in the lobby.
- All attendees are encouraged to be fully vaccinated.

How to participate in the meeting virtually:

- Submit public comment in writing before 4:00 p.m. the day of the meeting to city.clerk@cityofsanrafael.org.
- Join the Zoom webinar and use the 'raise hand' feature to provide verbal public comment.
- Dial-in to Zoom's telephone number using the meeting ID and provide verbal public comment.

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

OPEN SESSION

1. None.

CLOSED SESSION

2. Closed Session: None.

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, May 2, 2022 (CC)

Recommended Action - Approve minutes as submitted

b. **Use of Teleconferencing for Public Meetings During State of Emergency**

Resolution Pursuant to Assembly Bill 361 Making Findings and Confirming the Need for Continued Use of Teleconferencing to Hold Public Meetings of City Boards and Commissions During the Continuing State of Emergency Relating to the Covid-19 Pandemic (CA)

Recommended Action - Adopt Resolution

c. **Smoking Ordinance Amendments**

Final Adoption of Ordinance 2008: An Ordinance Amending Sections 9.04.030, 9.04.090 and 19.10.060 of the San Rafael Municipal Code Prohibiting Smoking in Open Space Year-Round and Requiring Designated Smoking Areas in Multi-Family Housing Complexes with Over 10 Units Located Within 1,000 Feet from Open Space and Undeveloped Lots in Order to Prevent Cigarette-Caused Fires (CC)

Recommended Action - Approve final adoption of Ordinance 2008

d. **City of San Rafael 2022 Equity Audit**

Resolution Approving and Authorizing the City Manager to Execute an Agreement for Professional Services with BCT Partners for Consulting Services to Perform an Equity Audit of Citywide Policies, Programs, and Practices in the Amount of \$170,000 (CM)

Recommended Action - Adopt Resolution

- e. **Community Engagement, Equity & Housing Policy Consulting Services**
Resolution Approving and Authorizing the City Manager to Execute an Agreement for Professional Services with Liz Darby for Consulting Services (CM)
Recommended Action - Adopt Resolution

- f. **National Older Americans Month**
Proclamation Supporting National Older Americans Month (LR)
Recommended Action - Receive and file

- g. **National Gun Violence Awareness Day**
Proclamation Supporting National Gun Violence Awareness Day (PD)
Recommended Action - Receive and file

- h. **National Public Works Week**
Proclamation Supporting National Public Works Week (PW)
Recommended Action - Receive and file

- i. **Jewish American Heritage Month**
Proclamation Supporting Jewish American Heritage Month (CC)
Recommended Action - Receive and file

- j. **Asian American and Pacific Islander Heritage Month**
Proclamation Supporting Asian American and Pacific Islander Heritage Month (HR)
Recommended Action - Receive and file

- k. **PG&E Easement Required for Third Street Improvements Project**
Resolution Authorizing the City Manager to Execute a Deed Granting an Easement for Public Utility Purposes to Pacific Gas and Electric Company (PW)
Recommended Action - Adopt Resolution

- l. **Sun Valley Park Deed Restriction**
Resolution Authorizing the City Manager to Execute a Deed Restriction on the City Owned Parcel (APN 010-071-01) for Sun Valley Park (PW)
Recommended Action - Adopt Resolution

- m. **Francisco Boulevard East Sidewalk Improvements**
Accept Completion of the Francisco Boulevard East Sidewalk Improvements Project (City Project No. 11349) and Authorize the City Clerk to File the Notice of Completion (PW)
Recommended Action - Accept completion and authorize City Clerk to file NOC

SPECIAL PRESENTATIONS

6. Special Presentations:

- a. **Presentation of Proclamation Supporting Mental Health Awareness Month (PD)**

PUBLIC HEARING

7. Public Hearing:

- a. **Amendment to San Rafael's Building Code to Require Replacement of Wood Roofing**
Final Adoption of Ordinance 2009: An Ordinance Amending Chapters 12.200 and 12.255 of the San Rafael Municipal Code to Make Local Amendments to California Building Codes to Require that Wood Roofing be Replaced by May 31, 2027 (FD)
Recommended Action - Final adoption of Ordinance 2009
- b. **BioMarin Development Agreement**
Resolution Approving the 2nd Anniversary Annual Report for the Executed Development Agreement (Ordinance No. 1982) Between BioMarin Pharmaceutical and the City of San Rafael for the Development of an Expanded San Rafael Corporate Center (750-790 Lindero Street and 781-791 Lincoln Avenue and 999 3rd Street); Case No.: P22-004 (CD)
Recommended Action - Adopt Resolution

OTHER AGENDA ITEMS:

8. Other Agenda Items:

- a. **Public Art Program and Formation of the Public Art Review Board**
Resolution Approving the Formation of the Public Art Review Board (LR)
Recommended Action - Adopt Resolution
- b. **Preliminary Capital Improvement Program**
Informational Report on Preliminary Three-Year Capital Improvement Program (PW/Fin)
Recommended Action - Accept report

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None

ADJOURNMENT:

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection online, in the City Clerk's Office, Room 209, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters may be requested by calling (415) 485-3066 (voice), emailing city.clerk@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. To request Spanish language interpretation, please submit an online form at <https://www.cityofsanrafael.org/request-for-interpretation/>.



MINUTES

SAN RAFAEL CITY COUNCIL – MONDAY, MAY 2, 2022

REGULAR MEETING AT 7:00 P.M.

In-Person:

San Rafael City Council Chambers
1400 Fifth Avenue, San Rafael, CA 94901

Participate Virtually:

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

Absent: None
Also Present: City Manager Jim Schutz
City Attorney Robert Epstein
City Clerk Lindsay Lara

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

Mayor Kate provided opening remarks, which included tonight's second in-person, hybrid City Council meeting, gratitude to City Staff, Jewish American Heritage Month, Asian American and Pacific Islander Heritage Month, Mental Health Awareness Month and a land acknowledgement.

City Clerk Lindsay Lara announced the process for Spanish interpretation tonight. She informed the community that the in-person meeting would also be recorded and streamed live to YouTube and through Zoom, and members of the public would provide public comment either on the telephone or through Zoom. She explained the process for community participation on the telephone, through Zoom and in-person.

OPEN SESSION

1. None.

CLOSED SESSION

2. Closed Session:

OPEN TIME FOR PUBLIC EXPRESSION

- Eva Chrysanthe, addressed the City Council regarding services at the Service Support Area.
- Name Withheld, addressed the City Council requesting that they add to a future agenda a mandate against any additional, new long-term care facilities.

CITY MANAGER'S REPORT:

3. City Manager's Report:

City Manager Jim Schutz announced:

- Parks and Recreation Master Plan Update
 - Community Meeting (Virtual) on Thursday, May 5 at 6 p.m.
 - Community Meeting (in Spanish) at Al Boro Community Center on Wednesday, May 11 at 6 p.m.
- Mental Health Matters Month – For May events, visit the Marin Behavioral Health and Recovery Services website at marinbhrs.org

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

COUNCILMEMBER REPORTS:

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

4. Councilmember Reports:

- Councilmember Kertz reported on Age-Friendly, Fire Stations 54 & 55 groundbreaking, Government Alliance on Race and Equity (GARE), Marin Wildfire Prevention Authority, her Community Conversation and MCCMC Legislative meetings.

- Councilmember Bushey reported on Fire Station 55 groundbreaking, MCCMC Water Committee, Transportation Authority of Marin and her Community Conversation meetings.
- Councilmember Llorens Gulati reported on Fire Station 54 groundbreaking, East San Rafael Parking Task Force, MCCMC Economic Recovery, her Community Conversation/Earth Day Clean-Up, Pickleweed Preschool/Police Department, Voces del Canal/Dominican/Canal Alliance Lighting meeting and Mission San Rafael Rotary 40th Anniversary Celebration meetings.
- Councilmember Hill reported on his Community Conversation, MCCMC, Vice Mayor Kertz's Community Conversation and Western Alliance for Nature dedication ceremony meetings.
- Mayor Kate reported on Consulate General of Guatemala, SMART, Marin Transit, Earth Day Downtown Clean-Up and Gun Safety Collaborative meetings.

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

CONSENT CALENDAR:

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

Councilmember Llorens Gulati moved and Councilmember Kertz 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, April 18, 2022 (CC)
Approved minutes as submitted
- b. **Vacancies on San Rafael Boards and Commissions**
Announcement of Vacancies on the Design Review Board, Board of Library Trustees, Park and Recreation Commission, and Planning Commission (CC)
Received and filed
- c. **Use Of Teleconferencing for Public Meetings During State of Emergency**
Resolution Pursuant to Assembly Bill 361 Making Findings and Confirming the Need for Continued Use of Teleconferencing to Hold Public Meetings of City Boards and Commissions During the Continuing State of Emergency Relating to the Covid-19 Pandemic (CA)
Resolution 15059 - Resolution Pursuant to Assembly Bill 361 Making Findings and Confirming the Need for Continued Use of Teleconferencing to Hold Public Meetings of City Boards and Commissions During the Continuing State of Emergency Relating to the Covid-19 Pandemic
- d. **Streamlined Review for Certain Residential Projects (Formerly Design Review Advisory Committee, DRAC)**
Final Adoption of Ordinance 2006: An Ordinance Amending Section 14.25.070 of Title 14 (Zoning Ordinance) of the San Rafael Municipal Code to Establish Streamlined Review for Certain Residential Projects (CC)
Approved final adoption of Ordinance 2006
- e. **Adoption of a Military Equipment Funding, Acquisition and Use Policy in Compliance with**

Assembly Bill 481

Final Adoption of Ordinance 2007: An Ordinance Adding New Chapter 2.52 to the San Rafael Municipal Code, entitled "Police Acquisition and Use of 'Military Equipment,'" and Approving the San Rafael Police Department's Policy §706 – Military Equipment Funding, Acquisition and Use Policy" (CC)

Approved final adoption of Ordinance 2007

f. Citizen of the Year 2022

Resolution of Appreciation to Recipient of The Richard P. O'Brien and Mary Ferrario O'Brien Citizen of the Year Award 2022 (CC)

Resolution 15060 - Resolution of Appreciation to Recipient of The Richard P. O'Brien and Mary Ferrario O'Brien Citizen of the Year Award 2022

g. Homelessness Program Consulting Services

Resolution Approving and Authorizing the City Manager to Execute an Agreement for Professional Services with Marc Sabin for Consulting Services for San Rafael Homelessness Programs (CM)

Resolution 15061 - Resolution Approving and Authorizing the City Manager to Execute an Agreement for Professional Services with Marc Sabin for Consulting Services for San Rafael Homelessness Programs

h. 2021 Fire Prevention Inspections of Certain Occupancies

Resolution Acknowledging Receipt of a Report Made by the Fire Chief Regarding the 2021 Annual Fire Prevention Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code (FD)

Resolution 15062 - Resolution Acknowledging Receipt of a Report Made by the Fire Chief Regarding the 2021 Annual Fire Prevention Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code

i. Advertising Transit Shelter Agreement

Resolution Authorizing the City Manager to Execute an Amendment to the Advertising Transit Shelter Agreement with Outfront Media LLC Extending the Term by Five Years (PW)

Resolution 15063 - Resolution Authorizing the City Manager to Execute an Amendment to the Advertising Transit Shelter Agreement with Outfront Media LLC Extending the Term by Five Years

j. Temporary Street Closure to Support Vaccination Efforts in the Canal Neighborhood

Resolution Authorizing Saturday Street Closures to Support Canal Alliance's Effort to Provide Covid-19 Vaccinations on Saturday May 7 and Saturday May 21, 2022 (PW)

Resolution 15064 - Resolution Authorizing Saturday Street Closures to Support Canal Alliance's Effort to Provide Covid-19 Vaccinations on Saturday May 7 and Saturday May 21, 2022

k. Fire Station 55 - Environmental Services

Resolution Approving and Authorizing the City Manager to Execute a First Amendment to the Professional Services Agreement with BSK Associates, Inc. for Services Required for Environmental Permitting, Sampling, Soils Testing, and Removal and Soils Remediation Work Related to the Unforeseen Underground Storage Tank Discovered at Fire Station 55, In the Amount of \$63,805, Increasing the Total Contract Amount to \$209,549, And Authorizing the City Manager to Expand the Scope of Work if Extensive Contamination is Discovered (PW)

Resolution 15065 - Resolution Approving and Authorizing the City Manager to Execute a First Amendment to the Professional Services Agreement with BSK Associates, Inc. for Services Required for Environmental Permitting, Sampling, Soils Testing, and Removal and Soils Remediation Work Related to the Unforeseen Underground Storage Tank Discovered at Fire Station 55, In the Amount of \$63,805, Increasing the Total Contract Amount to \$209,549, And Authorizing the City Manager to Expand the Scope of Work if Extensive Contamination is Discovered

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

SPECIAL PRESENTATIONS

6. Special Presentations:

Mayor Kate invited public comment on Presentations of Proclamations, Items 6.b – 6.d; however, there was none.

a. [Presentation of Resolution of Appreciation to Recipient of The Richard P. O'Brien and Mary Ferrario O'Brien Citizen of the Year Award 2022](#)

Mayor Kate presented the Resolution of Appreciation to Samantha Ramirez.

Samantha Ramirez provided comments.

b. [Presentation of Proclamation Supporting Public Service Recognition Week \(HR\)](#)

Mayor Kate presented the proclamation.

Claire Coleman, Senior Management Analyst provided comments.

c. [Presentation of Proclamation Supporting National Police Week \(PD\)](#)

Mayor Kate presented the proclamation.

Roy Leon, Police Captain provided comments.

d. [Presentation of Proclamation Supporting Wildfire Awareness Month \(FD\)](#)

Mayor Kate presented the proclamation.

Darin White, Fire Chief provided comments.

After Items 6.b – 6.d, Mayor Kate invited public comment on the Presentation of Resolution of Appreciation, Item 6.a.

Speakers: Marina Palma, Eva Chrysanthe

Councilmember Llorens Gulati provided comments.

OTHER AGENDA ITEMS:

7. Other Agenda Items:

a. **Canal Neighborhood Lighting**

Accept Informational Report Regarding the Canal Lighting Project (CM)

Walter Gonzalez, City Manager's Office Intern, presented the Staff Report.

Voces del Canal gave a presentation.

Christine Alilovich, Assistant City Manager provided comments.

Bill Guerin, Public Works Director provided comments.

David Spiller, Police Chief provided comments.

Staff responded to questions from Councilmembers.

Mayor Kate invited public comment.

Speakers: Mary, Jennifer Lucko, Dominican University, Marina Palma, Voces del Canal, CeCe, Dominican student, Norma Fragoso, John Reynolds, Julia Reinhard, Dominican student, Eva Chrysanthe

Councilmembers provided comments.

Councilmember Llorens Gulati 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

RECESS: 9:33 – 9:36 p.m.

b. **Wildfire Prevention Efforts in San Rafael**

Informational Report on the 38-Point Wildfire Action Plan and Marin Wildfire Prevention Authority Activity in Recognition of Wildfire Awareness Month (FD)

Quinn Gardner, Deputy Director of Emergency Management presented the Staff Report.

Staff responded to questions from Councilmembers.

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

Councilmembers provided comments.

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

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

Accepted report

PUBLIC HEARING

8. Public Hearing:

a. [Amendment of the Current Smoking Ordinance](#)

Introduction of An Ordinance Amending Sections 9.04.030, 9.04.090 and 19.10.060 of the San Rafael Municipal Code to Prohibit Smoking in Open Space Year-Round and Require Designated Smoking Areas in Multi-Family Housing Complexes with Over 10 Units Located within 1,000 Feet from Open Space and Undeveloped Lots in Order to Prevent Cigarette-Caused Fires (FD)

Quinn Gardner, Deputy Director of Emergency Management presented the Staff Report.

Staff, including Bob Curry, Marin County Tobacco Control Program Manager responded to questions from Councilmembers.

Mayor Kate invited public comment.

Speaker: Name Withheld

Councilmember Kertz moved and Councilmember Llorens Gulati seconded to pass Ordinance No. 2008 to print.

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

Passed to print Ordinance No. 2008 Amending Sections 9.04.030, 9.04.090 and 19.10.060 of the San Rafael Municipal Code to Prohibit Smoking in Open Space Year-Round and Require Designated Smoking Areas in Multi-Family Housing Complexes with Over 10 Units Located within 1,000 Feet from Open Space and Undeveloped Lots in Order to Prevent Cigarette-Caused Fires

OTHER AGENDA ITEMS (continued):

9. Other Agenda Items:

a. [Set Public Hearing for Amendment to San Rafael's Building Code to Require Replacement of Wood Roofing](#)

Introduction of An Ordinance Amending Chapters 12.200 and 12.255 of the San Rafael Municipal Code to Make Local Amendments to California Building Codes to Require that Wood Roofing be Replaced by May 31, 2027 (FD)

Quinn Gardner, Deputy Director of Emergency Management presented the Staff Report.

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

Councilmember Kertz moved and Councilmember Bushey seconded to pass Ordinance No. 2009 to print and to set a public hearing on May 16, 2022.

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

Passed to print Ordinance No. 2009 Amending Chapters 12.200 and 12.255 of the San Rafael Municipal Code to Make Local Amendments to California Building Codes to Require that Wood Roofing be Replaced by May 31, 2027; And, set public hearing on May 16, 2022.

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: - None

ADJOURNMENT:

Mayor Kate adjourned the meeting at 10:36 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2022

KATE COLIN, Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Attorney

**Prepared by: Lisa Goldfien,
Assistant City Attorney**

City Manager Approval: _____

A handwritten signature in black ink, appearing to be the initials 'AS', written over a horizontal line.

TOPIC: USE OF TELECONFERENCING FOR PUBLIC MEETINGS DURING STATE OF EMERGENCY

SUBJECT: RESOLUTION PURSUANT TO ASSEMBLY BILL 361 MAKING FINDINGS AND CONFIRMING THE NEED FOR CONTINUED USE OF TELECONFERENCING TO HOLD PUBLIC MEETINGS OF CITY BOARDS AND COMMISSIONS DURING THE CONTINUING STATE OF EMERGENCY RELATING TO THE COVID-19 PANDEMIC

RECOMMENDATION:

Adopt the resolution pursuant to Assembly Bill 361 making findings and confirming the need for continued use of teleconferencing to hold public meetings of City boards and commissions during the continuing state of emergency relating to the COVID-19 pandemic

BACKGROUND:

The Ralph M. Brown Act ("Brown Act") requires that except as specifically provided, "meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body". (Gov. Code §54953(a).) For many years, the Brown Act has authorized members of a local agency's legislative body to attend a public meeting by teleconference in compliance with strict procedural requirements. Under Government Code section 54953(b)(3), to use teleconferencing, at least a quorum of the legislative body must participate from locations within agency's boundaries, and the agency must give notice of each teleconference location, post an agenda at each teleconference location, provide for public access to each teleconference location, and allow members of the public to address the Council at each teleconference location.

On March 4, 2020, Governor Newsom declared a statewide state of emergency in connection with the COVID-19 pandemic. Subsequently, on March 18, 2020, the Governor issued Executive Order [No. N-29-20](#) suspending the Brown Act's requirements for in-person meetings and facilitating the use of teleconferencing for public meetings during the state of emergency. The Executive Order authorized public meetings to be held by teleconference only, provided that notice and accessibility requirements are met, members of the public are allowed to observe and address the legislative body at the meeting, and there is a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities. This order allowed the City Council and the City's other formal boards and commissions to hold their public meetings using teleconferencing technologies until the order expired on

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

September 30, 2021. On September 16, 2021 Governor Newsom signed into law as an urgency measure Assembly Bill (AB) 361. [AB 361](#) amended the Brown Act provisions governing the use of teleconferencing for public meetings of a local agency's legislative bodies, allowing more liberal teleconferencing requirements to continue during the current and future state-declared emergencies. Therefore, since October 1, 2021, the City has relied on the amendments enacted by AB 361 as its authority to continue to hold meetings using teleconferencing technologies.

Government Code section 54953, as amended by AB 361, now provides in new subsection (e)(1), that during the current and any future state-declared state of emergency, the legislative body of a local agency may use teleconferencing without complying with the procedural requirements of Government Code section 54953(b)(3) in any of three circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Certain additional requirements would apply under the new law, however, including specific requirements as to how public comment must be allowed and heard, with which the City already complies. In addition:

- In the event of a disruption which prevents the City from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.
- If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:
 - The legislative body has reconsidered the circumstances of the state of emergency.
 - Any of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

ANALYSIS:

The City Council has determined that it is now safe to hold in person meetings in the City Council Chambers, and the Council held its first such meeting on April 18, 2022. The City Council Chambers are roomy enough to allow for social distancing in most cases and are now equipped with teleconferencing equipment that also allows participation in public meetings from other locations. This hybrid meeting model provides an alternative means to attend for those persons who feel that cannot safely attend in person, as well as for those persons who may find it more convenient to participate in the meetings through teleconferencing.

Other boards and commissions that meet in the City Council Chambers will also be able to meet in person. However, not all City boards and commissions meet in the City Council Chambers and staff has not yet been able to make comparable arrangements for hybrid meetings in those other meeting locations. Therefore, staff recommends that the City Council continue to adopt the resolution required by AB 361, so that these other boards and commissions can continue to meet using teleconferencing technology.

The resolution before the City Council is intended to comply with the requirement to make specified findings every 30 days. The resolution finds that the state of emergency continues in effect, that measures to promote social distancing are still being imposed or recommended by the state and county, and that the state of emergency directly impacts the ability of the public and the members of the City's Council, boards, and commissions to meet safely in person. The proposed resolution confirms the City Council's determination that all public meetings of the City's legislative bodies (the Council and all formal boards and commissions) may continue to be held using only teleconferencing technology.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of the attached resolution.

OPTIONS:

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

1. Adopt the resolution as proposed.
2. Adopt a modified resolution.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

Adopt the resolution pursuant to Assembly Bill 361 making findings and confirming the need for continued use of teleconferencing to hold public meetings of the San Rafael City Council and City boards and commissions during the continuing state of emergency relating to the COVID-19 pandemic.

ATTACHMENTS:

1. Resolution

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL PURSUANT TO ASSEMBLY BILL 361 MAKING FINDINGS AND CONFIRMING THE NEED FOR CONTINUED USE OF TELECONFERENCING TO HOLD PUBLIC MEETINGS OF CITY BOARDS AND COMMISSIONS DURING THE CONTINUING STATE OF EMERGENCY RELATING TO THE COVID-19 PANDEMIC

WHEREAS, on March 4, 2020 Governor Newsom issued a proclamation pursuant to Government Code Section 8625 declaring a state of emergency in California due to the COVID-19 pandemic; and

WHEREAS, the Ralph M. Brown Act (Gov. Code §§ 54950 et seq.) (hereafter, the “Brown Act”) provides in Government Code section 54953 that “all meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided by this chapter”; and

WHEREAS, Government Code section 54953(b)(3) permits the legislative body of a local agency to use teleconferencing for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law, subject to specified procedural requirements including, but not limited to, the posting of agendas at all teleconference locations, the opportunity for members of the public to address the legislative body directly at each teleconference location, and that at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the legislative body exercises jurisdiction; and

WHEREAS, Government Code section 54953(e), added by Assembly Bill 361 effective September 16, 2021, provides, in section 54953(e)(1), that during a state of emergency proclaimed pursuant to Government Code section 8625, the legislative body of a local agency may hold a meeting using teleconferencing without complying with the procedural requirements of section 54953(b)(3), provided that the legislative body complies with the requirements of section 54953(e)(2); and

WHEREAS, pursuant to Government Code section 54953(e)(3), if a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, then in order to continue to teleconference without compliance with the requirements of section 54953(b)(3), the legislative body shall make specified findings at least every 30 days; and

WHEREAS, the City Council has reconsidered the circumstances of the proclaimed COVID-19-related state of emergency and finds that it remains active; and

WHEREAS, the City Council finds that state and/or local officials continue to impose or recommend measures to promote social distancing, including masking in certain indoor public settings; and

WHEREAS, the City Council finds that the state of emergency continues to directly impact the ability of certain City boards and commissions to meet safely in person;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Rafael that in order to protect the safety of the members of the public and its legislative bodies, for the 30 days following adoption of this resolution, public meetings of the City’s legislative bodies may continue to be held using teleconferencing technology in compliance with the requirements of Government Code section 54953(e)(2) and all other applicable laws.

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 16th day of May 2022 by the following vote, to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

Lindsay Lara, City Clerk

ORDINANCE NO. 2008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING SECTIONS 9.04.030, 9.04.090 AND 19.10.060 OF THE SAN RAFAEL MUNICIPAL CODE PROHIBITING SMOKING IN OPEN SPACE YEAR-ROUND AND REQUIRING DESIGNATED SMOKING AREAS IN MULTI-FAMILY HOUSING COMPLEXES WITH OVER 10 UNITS LOCATED WITHIN 1,000 FEET FROM OPEN SPACE AND UNDEVELOPED LOTS IN ORDER TO PREVENT CIGARETTE-CAUSED FIRES

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES ORDAIN AS FOLLOWS:

DIVISION 1. FINDINGS.

WHEREAS, Section 118910 of the California Health and Safety Code and Section 26200 of the Business and Professions Code expressly authorize local governments to regulate smoking in any manner not inconsistent with state law; and

WHEREAS, there is no Constitutional right to smoke; and

WHEREAS, the purpose of the City's smoking restrictions is to serve the public health, safety, and welfare due to the known dangers to health and wildfire risk posed by smoking and secondhand smoke; and

WHEREAS, the amendments to the San Rafael Municipal Code made by adoption of this Ordinance are necessary to further regulate smoking so as to more fully protect City residents, businesses and visitors against wildfire risk and unwanted secondhand smoke in public places, parks, and multiunit dwellings; and to clarify and confirm that smoking in open space is prohibited year-round and subject to the same enforcement and penalties as other smoking restrictions; and

WHEREAS, the San Rafael Wildfire Prevention and Protection Action Plan, passed in August 2020, outlines the need to reduce ignition sources to protect the community and natural resources from a wildfire ignited in the open space; and

WHEREAS, it is the goal of San Rafael to preserve and protect open space and the natural environment for all to enjoy; and

WHEREAS, the City's amendment to Section 308.1.2 of the California Fire Code, as set forth in San Rafael Municipal Code Section 4.08.120, states 'Smoking is prohibited within all Parks as defined in San Rafael Municipal Code Section 8.10.015 and Open Space areas as defined in San Rafael Municipal Code Section 19.10.020, located within jurisdiction limits; and

WHEREAS, on May 2, 2022, the City Council of San Rafael conducted a duly noticed public hearing on this Ordinance and considered all oral and written comments submitted to the City;

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

DIVISION 2. AMENDMENTS TO MUNICIPAL CODE.

1. Section 9.04.030 of the San Rafael Municipal Code, entitled “Definitions” is hereby amended to add a definition for “Undeveloped property” to read as follows:

“Undeveloped property” is any privately owned parcel or area of land or water which is essentially an unimproved natural landscape area.

2. Section 9.04.090 of the San Rafael Municipal Code, entitled “Nonsmoking buffer zones” is hereby amended to read in its entirety as follows:

(1) Multi-family residences, duplexes, places of employment, city owned or controlled public place, and public events may designate an outdoor area where smoking is permitted if the area meets all of the following criteria:

- A. The area is located at least twenty-five feet (20') from any unit or enclosed area where smoking is prohibited by this chapter or other law; by binding agreement relating to the ownership, occupancy, or use of real property; or by designation of a person with legal control over the premises. A designated smoking area may require modification or elimination as laws change, as binding agreements are created, and as nonsmoking areas on neighboring premises are established.
- B. The area does not include, and is at least one hundred feet (100') from, unenclosed areas primarily used by children and unenclosed areas with improvements that facilitate physical activity including, for example, playgrounds, swimming pools, and school campuses;
- C. The area includes no more than ten percent (10%) of the total unenclosed area of the multi-family residence for which it is designated;
- D. The area has a clearly marked perimeter;
- E. The area is identified by conspicuous signs;
- F. The area is completely within an unenclosed area; and
- G. The area does not overlap with any enclosed or unenclosed area in which smoking is otherwise prohibited by this chapter or other provisions of this Code, state law, or federal law.
- H. Notwithstanding anything in this section to the contrary the city manager may in his or her discretion establish a designated smoking area in any publicly owned or operated public place in any appropriate location in or on a city owned or controlled public place.

(2) Multi-family properties with 10 units or more, located within 1,000 feet from an undeveloped property or open space must implement a designated area that meets existing standards. If no such area can be found to meet the criteria for designated smoking area, the property must be posted with signage indicating the property as a smoke-free zone without a designated smoking area and advising that violation is subject to enforcement under this Code. After April 1, 2023, all multi-family properties with more than 10 units within 1,000 feet of undeveloped land or open space must have a designated smoking area or proper signage posted.

3. Section 19.10.060 of the San Rafael Municipal Code, entitled “Open Space Regulations” is hereby amended by amending subsection (13) thereof to read in its entirety as follows:

- (13) Smoking. Due to extreme fire hazard, public health, and environmental preservation, smoking shall not be permitted in open space areas including parking lots, at any time.

DIVISION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

This Ordinance is exempt from the California Environmental Quality Act (CEQA), pursuant to 14 CCR Section 15061(b)(3), since it can be seen with certainty that there is no possibility that the adoption of this Ordinance may have a significant effect on the environment. (14 Cal. Code Regs. Section 15061(b)(3), 'general rule' provision).

DIVISION 4 SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The City Council of the City of San Rafael hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases shall be declared invalid.

DIVISION 5. PUBLICATION; EFFECTIVE DATE.

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


KATE COLIN, Mayor

Attest:


LINDSAY LARA, City Clerk

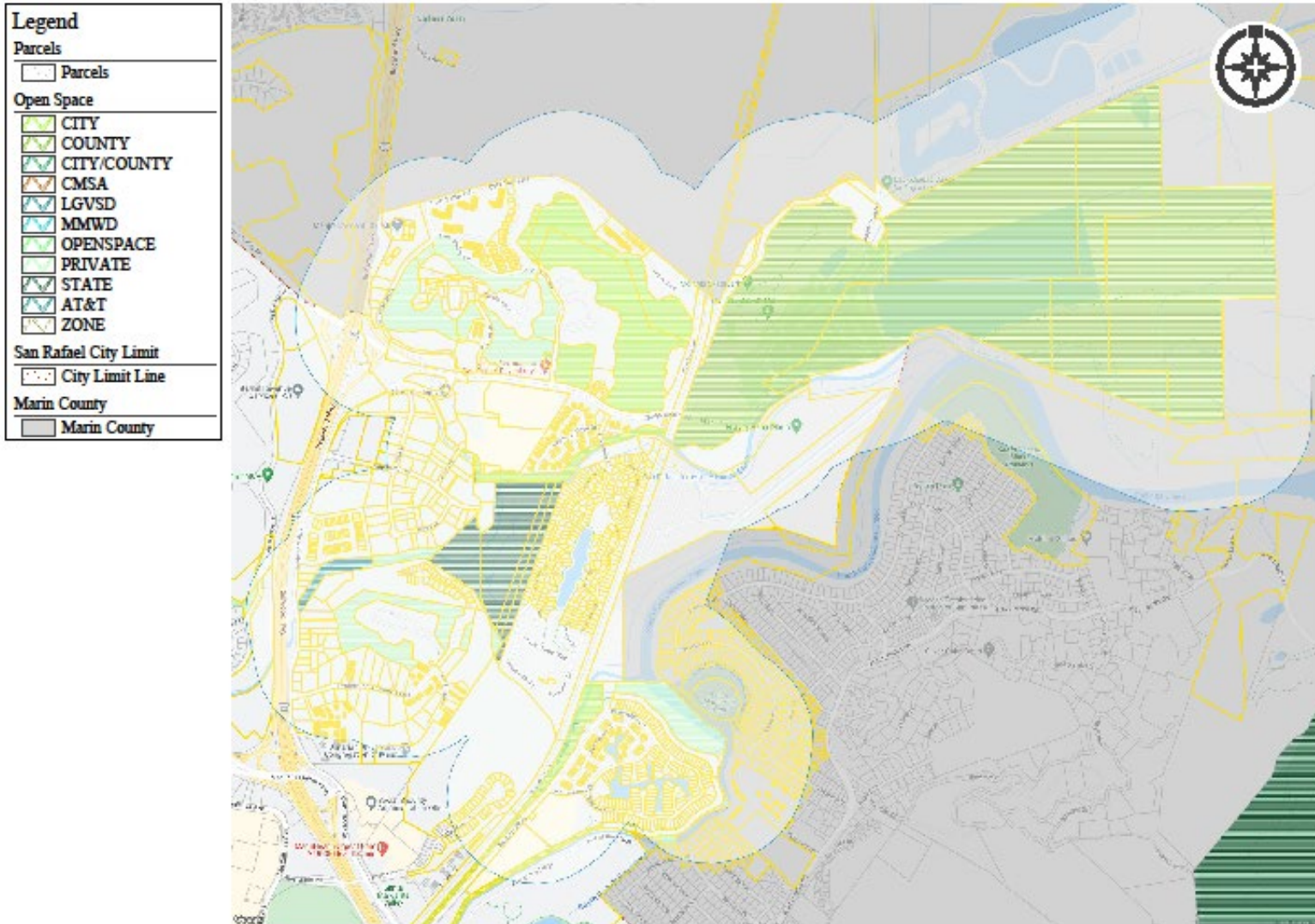
The foregoing Ordinance No. 2008 was introduced at a Regular Meeting of the City Council of the City of San Rafael, held on the 2nd day of May 2022, and ordered passed to print by the following vote, to wit:

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

and will come up for adoption as an Ordinance of the City of San Rafael at a Regular Meeting of the Council to be held on the 16th day of May 2022.

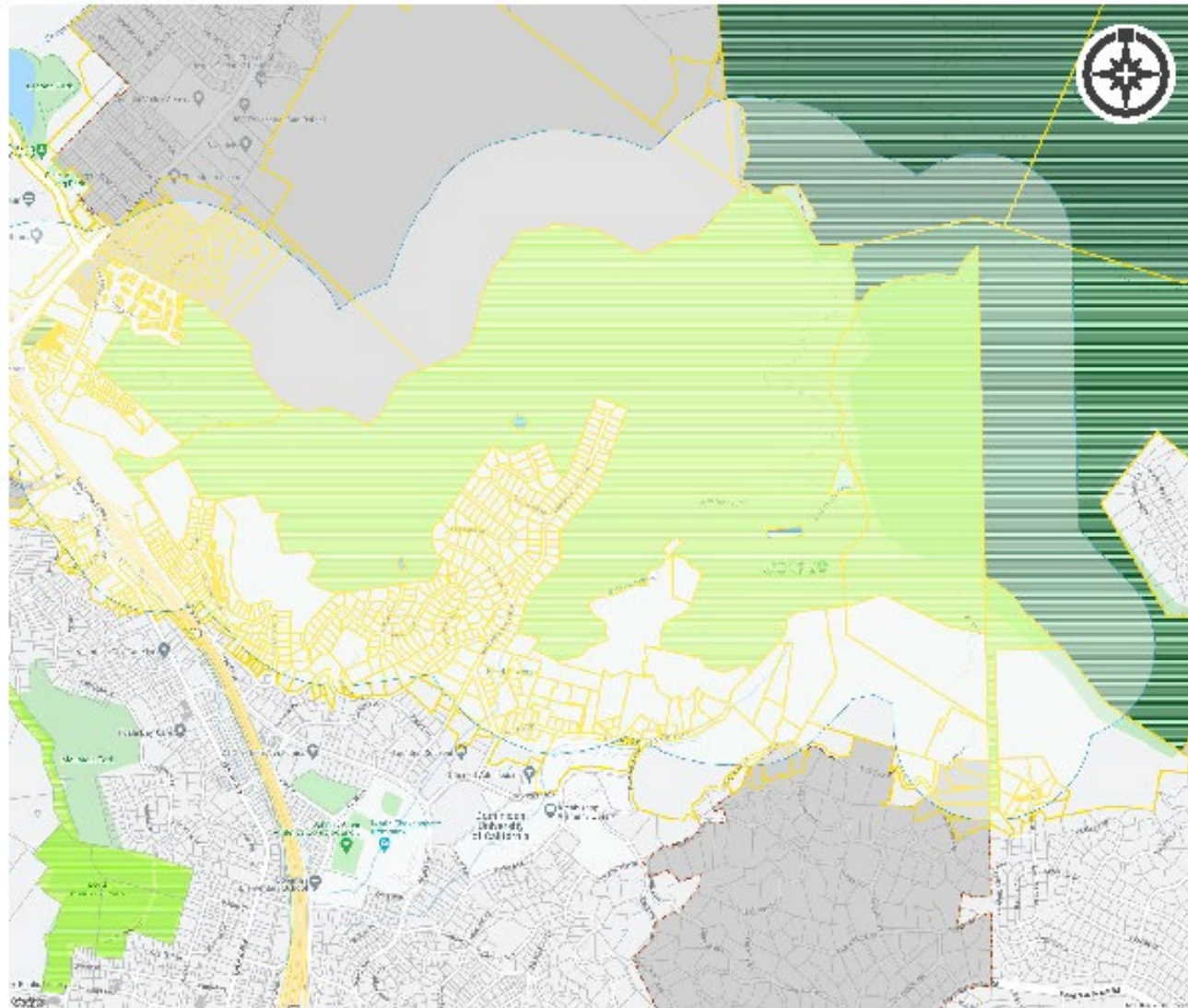

LINDSAY LARA, City Clerk

Northeast San Rafael 1,000ft buffer

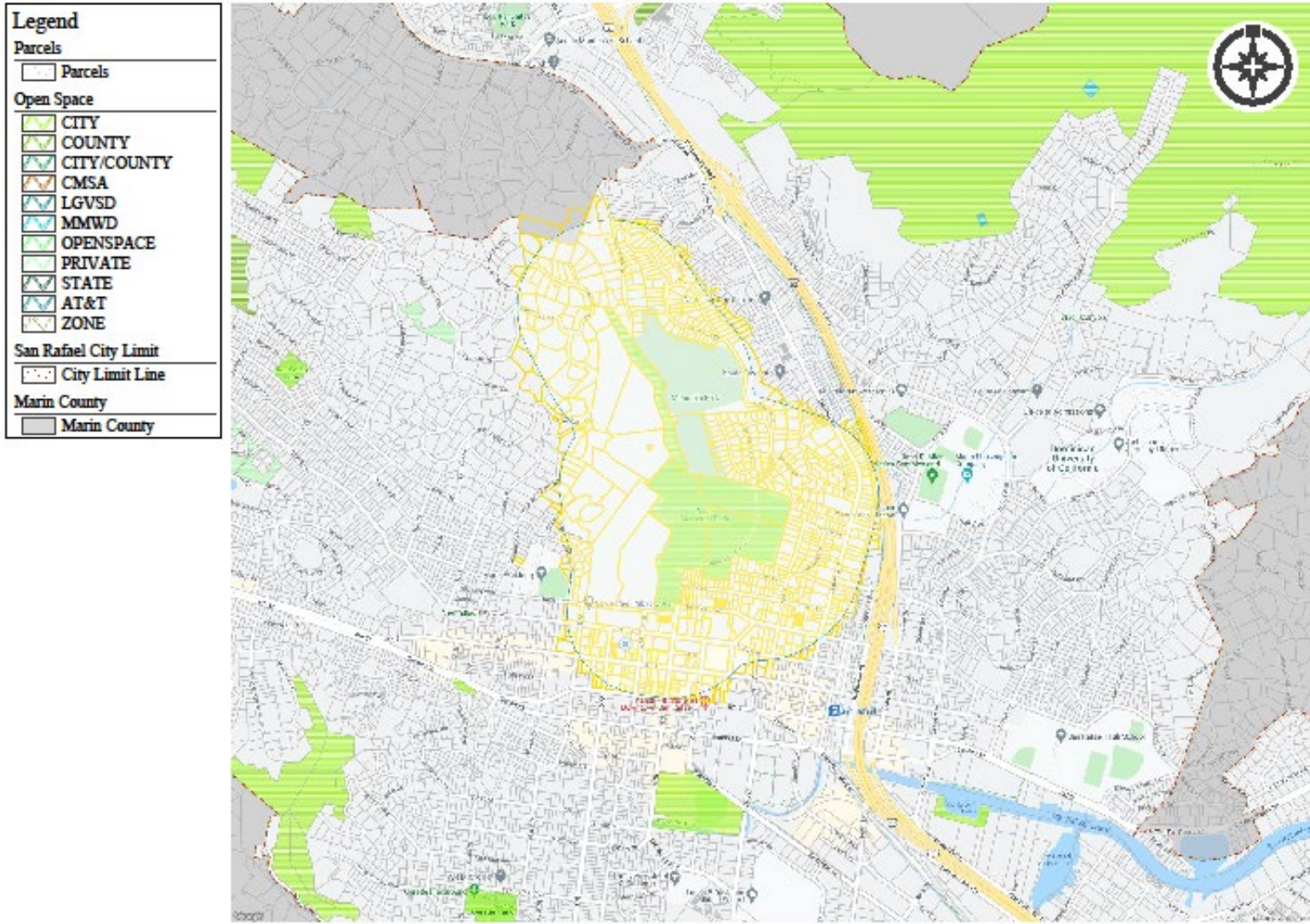


Dominican 1,000ft buffer

Legend	
Parcels	
	Parcels
Open Space	
	CITY
	COUNTY
	CITY/COUNTY
	CMSA
	LGVSD
	MMWD
	OPENSOURCE
	PRIVATE
	STATE
	AT&T
	ZONE
San Rafael City Limit	
	City Limit Line
Marin County	
	Marin County

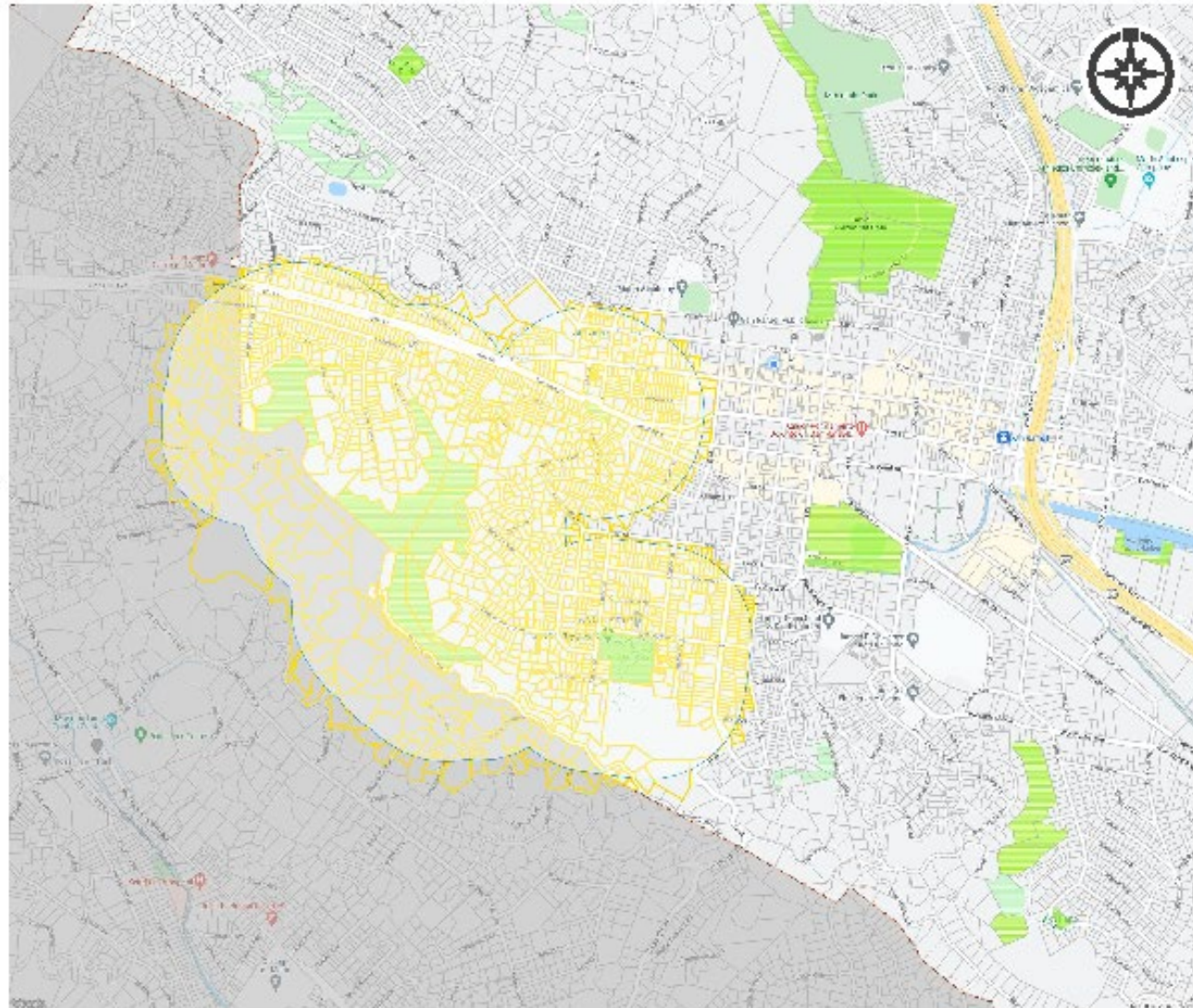


Lincoln Hill 1,000ft buffer



West End and Gerstle Park 1,000ft buffer

Legend	
Parcels	
	Parcels
Open Space	
	CITY
	COUNTY
	CITY/COUNTY
	CMSA
	LGVSD
	MMWD
	OPENSOURCE
	PRIVATE
	STATE
	AT&T
	ZONE
San Rafael City Limit	
	City Limit Line
Marin County	
	Marin County



SUMMARY OF ORDINANCE NO. 2008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING SECTIONS 9.04.030, 9.04.090 AND 19.10.060 OF THE SAN RAFAEL MUNICIPAL CODE PROHIBITING SMOKING IN OPEN SPACE YEAR-ROUND AND REQUIRING DESIGNATED SMOKING AREAS IN MULTI-FAMILY HOUSING COMPLEXES WITH OVER 10 UNITS LOCATED WITHIN 1,000 FEET FROM OPEN SPACE AND UNDEVELOPED LOTS IN ORDER TO PREVENT CIGARETTE-CAUSED FIRES

This Summary concerns a proposed ordinance of the City Council of the City of San Rafael, designated as Ordinance No. 2008, which will prohibit smoking in open space year-round and require designated smoking areas in multi-family housing complexes with more than 10 units located within 1,000 feet from open space and undeveloped lots. Ordinance No. 2008 is scheduled for adoption by the San Rafael City Council at its regular meeting of May 16, 2022. The City Clerk has been directed to publish this Summary pursuant to City Charter and California Government Code section 36933(c)(1).

SUMMARY OF ORDINANCE

Ordinance No. 2008 amends Chapter 9.04.030, 9.040.090 and 19.10.060 of the San Rafael City Municipal Code, establishing the definition of undeveloped property, prohibiting smoking in open space year-round, and requiring the implementation of designated smoking areas in multi-family complexes with more than 10 units located within 1,000 feet from open space and undeveloped lots. This will further regulate smoking to further reduce the risk of wildfire and protect City residents, businesses and visitors. It will confirm that smoking in open space is prohibited year-round and subject to the same enforcement and penalties as other smoking restrictions. In addition, Ordinance No. 2008 will allow for signage in place of a designated smoking area if analysis demonstrates a designated area cannot effectively be implemented. The City Council's adoption of this ordinance allows San Rafael to serve the public health, safety, and welfare due to the known dangers to health and wildfire risk posed by smoking and preserve and protect open space and the natural environment for all to enjoy

For a complete copy of the text of the Ordinance, please contact Wildfire Mitigation Project Manager Mary Skramstad at (415-485-3025) or mary.skramstad@cityofsanrafael.org. Copies of the Ordinance are also available for public review by contacting the City Clerk's office by email to city.clerk@cityofsanrafael.org.

/s/ Lindsay Lara
LINDSAY LARA
San Rafael City Clerk
Dated: 04/20/2022



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager’s Office

**Prepared by: Walter Gonzalez,
Community Engagement
& Equity Specialist**

City Manager Approval: _____

TOPIC: CITY OF SAN RAFAEL 2022 EQUITY AUDIT

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BCT PARTNERS FOR CONSULTING SERVICES TO PERFORM AN EQUITY AUDIT OF CITYWIDE POLICIES, PROGRAMS, AND PRACTICES IN THE AMOUNT OF \$170,000

RECOMMENDATION: Adopt a resolution approving and authorizing the City Manager to execute the professional services agreement with BCT Partners related to performing an equity audit on the City’s policies, programs, and practices, in an amount not to exceed \$170,000.

BACKGROUND:

On April 30, 2021 the City Council identified racial equity as one of the four policy focus areas for FY 2021-22. In addition, the City's recently approved 2040 General Plan highlights the City's commitment to diversity initiatives and identifies “racial equity” as a focus area for City leadership and elected officials in San Rafael.

City staff conducted initial research on the best methods to implement the City Council's policy focus area of racial equity, including strategic initiatives to increase Diversity, Equity, and Inclusion (DEI) efforts. City staff conducted research on best practices and determined the ideal approach would be to hire an expert DEI professional/consultant to conduct an equity audit and provide a comprehensive baseline to strategically guide future DEI initiatives. The goal of the Equity Audit project is to identify potential areas for improvement in policy, programs and practices to build a more diverse and inclusive organization for employees and the community we serve. The Equity Audit final report will document the City’s current state and assess what needs to change in order to achieve equitable outcomes for the City.

In Fall 2021, City staff conducted thorough research on current equity audit proposals, contracts, and final work products composed by consulting firms to properly build a Request for Qualifications (RFQ) specific to the needs of the City. In addition, City staff identified consulting firms across the country with the qualifications and experience necessary to complete the equity audit and recruited and encouraged qualified consultants to apply.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

On November 24, 2021, the City published its RFQ for equity audit consulting services (see Attachment 1). The deadline to submit proposals was January 12, 2022. The City received eleven proposals from consultant teams from across the country. A diverse, cross-departmental group of City staff then reviewed the proposals and provided feedback to the Ad Hoc Equity Council Subcommittee, consisting of Mayor Kate Colin and Councilmember Eli Hill. Following individual evaluation of all submitted proposals and robust group discussion, staff recommended their top consultants to the Ad Hoc Council Subcommittee, who then chose to interview the top three firms. Final interviews were held on March 25, 2022.

ANALYSIS:

After a rigorous selection and interview process, the Ad Hoc Council Subcommittee selected BCT Partners as the most qualified partner to provide the necessary services. BCT Partners was specifically selected based on the depth of their DEI expertise, a robust proposal and work plan, data gathering methodology, references, and their ability to synthesize a vast amount of information and present it in an accessible manner. In addition, BCT Partners showed a genuine passion and commitment to the work during their interview, which is vital to the City's selection for a project partner.

BCT Partners will conduct a comprehensive review of the City's policies and practices, including the municipal code, city services, community engagement, internal and external communications, funding allocation, city staff demographics, human resource practices, and any additional citywide services as needed. In addition, the consultant team is expected to facilitate conversations with staff and community members to provide an overall assessment of the current state of DEI efforts in the city. The Equity Audit's findings will provide a baseline of recommended actions, and changes to city policies, procedures, and services and will lead to the development of a work plan to drive our DEI strategy for the future. The DEI work plan will highlight areas of improvement and serve as the City's first step to achieving a more equitable city. BCT Partners estimates the scope of work to last approximately six months.

Upon staff request, BCT Partners has submitted a proposal to perform these services for not to exceed the amount of \$170,000. Staff recommends authorizing the City Manager to execute the agreement with BCT Partners to perform an Equity Audit in the form attached (Attachment 2).

FISCAL IMPACT: The fiscal impact of this project is \$170,000 using funds made available by the American Rescue Plan Act (ARPA).

OPTIONS:

1. Adopt a resolution authorizing the City Manager to execute a professional services agreement with BCT Partners related to performing an Equity Audit on the City's policies, programs, and practices, in an amount not to exceed \$170,000.
2. Do not adopt the resolution and provide direction to Staff.

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute the professional services agreement with BCT Partners.

ATTACHMENTS:

1. Resolution
2. Request for Qualifications by the City of San Rafael
3. BCT Partners Professional Services Agreement & Scope of Work

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BCT PARTNERS FOR CONSULTING SERVICES TO PERFORM AN EQUITY AUDIT OF CITYWIDE POLICIES, PROGRAMS, AND PRACTICES IN THE AMOUNT OF \$170,000

WHEREAS, the City Council has identified racial equity as one of the four policy focus areas for FY 2021-22; and

WHEREAS, the City's recently approved 2040 General Plan highlights the City's commitment to diversity initiatives and identifies "racial equity" as a focus area for City leadership and elected officials in San Rafael; and

WHEREAS, the City has a need for professional consulting services to perform an equity audit on Citywide policies, programs, and practices; and

WHEREAS, BCT Partners has the necessary professional experience and skills to provide the necessary services to perform an Equity Audit on citywide policies, programs, and practices.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of San Rafael hereby approves and authorizes the City Manager to execute a Professional Services Agreement for consulting services to perform an Equity Audit in an amount not to exceed \$170,000, in the form included with the Agenda Report for this Resolution, subject to final approval as to form by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify foregoing resolution was duly and regularly introduced and adopted at a regular meeting on the City Council of said City held on Monday, the 16th day of May 2022, by the following vote to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

REQUEST FOR QUALIFICATIONS

DIVERSITY, EQUITY, AND INCLUSION AUDIT & CONSULTING SERVICES

Issued: November 22, 2021



QUALIFICATION RESPONSES DUE
JANUARY 12, 2022

Submit questions and proposals via email to:
Cristine Alilovich, Assistant City Manager
Cristine.alilovich@cityofsanrafael.org

INTRODUCTION

San Rafael is the economic and cultural heart of Marin County, and its high quality of life is centered on its commercial districts, engaged neighborhoods, active lifestyle, and natural environment. San Rafael (population 60,651) is a full-service city with a City Council/City Manager form of government with 12 departments, more than 400 employees, and an annual budget of \$100 million.

The City of San Rafael (City) has been on the Diversity, Equity, Inclusion awareness journey for several years and is now seeking proposals from consultant firms, non-profits, and other organizations (consultant) with expertise in providing professional consulting services to assist us in conducting an equity audit as a foundation toward building a more diverse and inclusive organization for employees and the community in which we serve. We need assistance to identify blind spots and processes that perpetuate systemic injustice and identify current successes and areas for improvement. San Rafael is looking for a consultant to recommend strategies for our next steps (following the equity audit) and assistance in developing a framework to carry forward this important work.

The equity audit will shed light on the City of San Rafael's demographic and socioeconomic diversity, which the City will then use to develop strategic DEI goals and initiatives. For example, the City of San Rafael is comprised of 27.3% foreign born persons with 36.1% of families speaking a language other than English, and the population is 31% Hispanic or Latino and 66.8% White. Furthermore, 50% of all housing units are owner occupied, with a median value of owner-occupied units at \$923,000, while the median household income is \$91,742. As of 2019, 12.2% of persons in San Rafael live below the poverty line.

CITY COUNCIL'S COMMITMENT TO THE WORK

The City Council and the City Manager's Office are committed to furthering diversity and equity efforts in San Rafael. City leadership and staff have taken several steps to place diversity, equity, and inclusion efforts at the front and center of City priorities.

Racial Equity is one of the top four policy focus areas identified by the City Council in their fiscal year 2021-22 priorities [City of San Rafael City Council Goals-Objectives-2021-2022](#). Our City Council wholeheartedly believes in promoting just and fair participation in a society in which everyone has the resources and opportunities they need to be successful and ensuring that the City's policies are not furthering inequities in our community. The City's recently approved [2040 General Plan](#) highlight's the City's commitment to diversity and identifies focus areas for City leadership and elected officials.

The City is currently re-designing its community engagement practices to become more inclusive and to ensure that all members of our community have equitable access to participate in the civic process. Through an increased prioritization of inclusive communication efforts, we aim to increase participation by groups who have historically been unrepresented, which in San Rafael, is primarily the Latinx population. We are facilitating community conversations in Spanish only and providing real time Spanish translation in our City Council meetings.

Additionally, the City is currently participating in this year's United Against Hate Week by designing an outreach campaign with residents and businesses that calls for unity against all forms of bias. On Monday, November 1, 2021, the San Rafael City Council unanimously approved the United Against Hate proclamation to affirm our collective commitment to stand against hate and discrimination in all forms in San Rafael. This [video](#) includes heartfelt testimony which reflects our genuine commitment to stand against hate and discrimination in San Rafael. The City's [proclamation](#) established a weeklong awareness campaign.

Please refer to the City's dedicated web page on [Racial and Social Equity](#) for more information.

The City is dedicated to enhancing the quality of life of all its residents, including but not limited to individuals who belong to underserved communities due to their race, religion, sexual orientation, gender identification and/or expression,

differently abled, and those disproportionately affected by persistent poverty. Our overarching goal with this project is to take actionable steps toward a more free, just, and equitable future, where everyone has access to opportunity.

QUALIFICATIONS

In addition to deep expertise and experience in supporting organizations in their DEI initiatives, the selected consultant will have the following qualifications:

- Ability to collaborate with diverse stakeholders, conduct community meetings, and effectively present complex ideas to various groups.
- Outstanding facilitation skills including the ability to build collaborative relationships among diverse populations.
- Ability to synthesize a vast amount of information and present it in an accessible and useful manner that is inclusive of all represented viewpoints.
- Strong organizational skills, with the ability to adapt approaches and methods.

PROJECT SCOPE

The equity audit will specifically look at policies, programs, and practices that directly or indirectly impact City staff and residents in regard to their race, ethnicity, gender, national origin, color, disability, age, sexual orientation, gender identity, religion, or other socio-culturally significant factors.

We expect this will include the review of the following, but not limited to:

- City policies and practices (including HR)
 - Municipal Code
 - City services
 - Community engagement
 - Internal and external communications
 - Program funding and expenses
 - City staff demographics
- The high-level deliverables will include the development of findings and recommendations to be included in a final report and presentation to the community and the City Council. Make recommendations based on the Equity Audit's findings.
 - In addition to the equity audit project, the City is looking for additional consulting services to advise the City team on our DEI work; please include a description of what types of services you can provide to augment the scope of the audit.
 - The precise/final scope of work will be incorporated into the "Professional Services Agreement," shall be negotiated with the selected consultant.

RFQ RESPONSE

The City requests the following from consultants that are interested in responding to this RFQ:

1. Consultant profile, including name, address, telephone number, and email address of the consultant's point of contact and company website.
2. The consultant's experience as it relates to conducting equity audits and DEI consulting, ideally with other public agencies and/or local governments.
3. Scope of work description, timeline with deliverables.
4. A general budget/cost estimate of the proposed work.
5. A minimum of three (3) references, including the reference's names, company/agency, phone numbers, and email address, plus a description of the type of work performed.

SCHEDULE

Q&A Zoom with interested parties & City team	December 13, 2021, 1pm PST (details below)
Qualification Response due	January 12, 2022
Interviews with City team	Week of January 24, 2022
Award Professional Services Contract & begin work	February 2022

Q&A ZOOM

To learn more about is project, please attend a Q&A Zoom meeting on **December 13th at 1pm PST**. Consultants can learn more about the City’s DEI goals and ask questions of the City team. **Please RSVP by emailing Cristine.alilovich@cityofsanrafael.org to let us know you will be joining us.**

Join Zoom Meeting <https://us02web.zoom.us/j/83494294074?pwd=c0FIRUJWQXhjcVhFa2pvd2haZDZhZz09>

Meeting ID: 834 9429 4074, Passcode: 223310

INTERVIEWS

Consultants may be invited to an interview with the City team in early January 2022. Selected consultants will have an opportunity to share their firm’s philosophy and experience and dialogue with the City team about the scope and approach to the project.

BUDGET

The City of San Rafael is dedicated to providing the resources needed to conduct a comprehensive equity audit. We believe this work is difficult to quantify because it has no real end, however we do need to define a scope of work to complete the audit. We are seeking your experience in guiding our team via your responses to inform both the cost estimate and the amount of time this effort should take based on a city our size. We are intentionally seeking qualifications and not proposals for this reason; our goal is that in this process of selecting a highly qualified consultant, we will co-create and land on the “right” size project and budget; we also anticipate this work to be done in phases. Consultants will not be judged/evaluated on their estimated budget/cost during the initial screening and interview process. We are interested in knowing what you think is the needed level of effort.

Thank you for your interest in contracting opportunities with the City of San Rafael. If you have any questions and would like to chat 1:1 to determine your level of interest, please reach out to me anytime @ Cristine.alilovich@cityofsanrafael.org.

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR DEI CONSULTING SERVICES**

This Agreement is made and entered into this 11th day of May, 2022, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and BCT PARTNERS, LLC (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, CITY has a need for professional DEI consulting services; and

WHEREAS, CONSULTANT is an experienced DEI consultant who is qualified and willing to provide the necessary services to **CITY** on the terms set forth herein;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The Assistant City 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. **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**. Damita Byrd 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 as follows:
Conduct review on City policies, practices, including but not limited to the municipal code, community engagement, internal and external communications. Conduct a DEI Human Resources Assessment, conduct focus groups with City Staff and community members, analyze and interpret the data gathered to provide assessment, compile a final DEI Assessment Report that synthesizes all of the analysis and provides recommendations and next steps.

3. **DUTIES OF CITY.**

CITY shall pay the compensation as provided in Paragraph 4, and provide **CONSULTANT** with any necessary information, supplies, and assistance required, virtually or on-site, and workspace at City Hall, as needed, for **CONSULTANT** to perform duties under this agreement.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **CITY** shall pay **CONSULTANT** as follows:
\$170,000.00

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 (1) year(s) commencing on **May 16, 2022** and ending on **May 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 (1) year(s).

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 effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT'S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT'S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

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

of such City Indemnitee.

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

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:

Cristine Alilovich

City of San Rafael

1400 Fifth Ave

San Rafael, CA 94901

TO **CONSULTANT**'s Contracts Department:

Jimez Ashby

105 Lock St #203

Newark, NJ 07103

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.

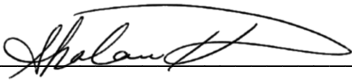
This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

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: Shalawn Hilliard

Title: Director of Administration

ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

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

By:_____

Name:_____

Title:_____



Statement of Work (SOW)

Client: City of San Rafael
Date: May 11, 2022
Project: Diversity, Equity & Inclusion (DEI) Audit & Consulting Services
Prepared by: Ms. Damita Byrd, CDP and Jimez Ashby Jr., BCT Partners

Introduction

This document provides a statement of work (SOW) and budget for BCT Partners to the City of San Rafael with Diversity, Equity & Inclusion (DEI) Audit and Consulting Services.

Background

The City of San Rafael's Diversity, Equity & Inclusion (DEI) Audit will shed light on the City of San Rafael's demographic and socioeconomic diversity. The findings from the audit will then be used to develop strategic DEI goals and initiatives.

The objectives of this work are:

- Assess policies, programs, and practices that directly or indirectly impact City staff and residents in regard to their race, ethnicity, gender, national origin, color, disability, age, sexual orientation, gender identity, religion, or other socio-culturally significant factors.
- Develop recommendations, based on the Equity Audit's findings, to be included in a final report and presentation to the community and the City Council.

Scope of Work

The scope of work are as follows:

- I. Task #1: Project Launch Meeting** — BCT will conduct a Project Launch Meeting with appropriate City of San Rafael stakeholders to further clarify expectations, priorities, as well as to discuss and refine the in-scope areas of this engagement.
- II. Task #2: Request Documentation & Data** — BCT will submit an information request to City of San Rafael to provide documentation describing and data pertaining to each practice area.
- III. Task #3: Conduct Review** — BCT will review any existing information/data that describes or characterizes CSR with respect to its diversity, equity, inclusion, and culture including the following:
 - a. City policies, practices, and Municipal Codes
 - b. Prior assessments related to culture, climate, practices, and policies
 - c. Documentation reflecting current DEI efforts, including internal and external communications
 - d. Documentation of community engagement initiatives, strategies, and/or effortsThis review will not only ground BCT's efforts to conduct the DEI audit, but also inform the design of the qualitative and quantitative data collection instruments.
- IV. Task #4: Design Surveys**

- a. **Task #4A: Culture and Climate Assessment Survey** — BCT Partners has already created a statistically validated and reliable DEI Workforce and Workplace Assessment (DWWA) instrument. We have successfully used this tool with many leading healthcare, public, private and governmental organizations to assess:

- Employee satisfaction.
- Perceptions of workforce culture and climate related to inclusion and belonging
- Specific diversity issues pertaining to: race, gender, LGBTQ, disabilities, age, religion, national origin, language/accent.
- Diversity-related leadership competencies
- Management commitment and responsiveness to diversity issues and present ability to competently manage a diverse workplace.
- Legal and risk management issues related to uncivil or disrespectful treatment, diversity-related incidents of disrespect, workplace bullying and discrimination.

BCT will work with CSR to further customize this instrument to survey all 400 City employees including executive leaders, managers and supervisors and staff members.

- b. **Task #4B: Global Diversity Equity and Inclusion Benchmark** — BCT will conduct a separate survey of the City's leaders, managers and supervisory staff using the Centre for Global Inclusion's Global DEI Benchmarks (GDEIB) instrument. The GDEIB is a widely used, international instrument, developed and refined by 95 expert panelists, that contains 266 benchmarks in four groups and 15 categories that need to be addressed to create a world-class DEI initiative (see figure). Only City leaders, managers and supervisory staff will take this survey. Once the assessment is completed, BCT will be able to rate the City, using the GDEIB, according to the five levels – as follows:

- Level 1 – No DEI work has begun; appreciation of diversity and a culture of inclusion are not organizational goals.
- Level 2 – Compliance mindset at best; symbolic actions only.
- Level 3 – Beginning of a programmatic thrust; moving in a healthy direction.
- Level 4 – Seeing DEI systemically; a robust D&I approach.
- Level 5 – Current best practices in DEI around the world.
- Beyond – Going beyond 100 percent would make your organization a “pioneer” and probably a model for others.

BCT will work with the City to further customize this instrument to survey City executive leaders and directors.

- V. **Task #5: Deploy Surveys** — Pursuant to the City's feedback, BCT will revise, program and launch the DWWA in English, to City employees and leaders, using an online survey tool (i.e., Qualtrics). Each employee will be given a link to the independent website hosting the survey. Responding to the survey typically takes no longer than 6 to 8 minutes. Survey results will be entirely anonymous and will not be tied back to individual employees. The same survey deployment method will be used to administer the GDEIB to City executives and directors, only.

- VI. **Task #6: DEI Human Resources Audit** — To produce a most thorough evaluation, an audit requires in-depth interviews with staff that are responsible for defining the practices that

execute recruiting, hiring, learning and development, and retention and support policies. BCT will gather qualitative data from these staff members and conduct an analysis to identify themes and direct actions disrupt and remove inequities within the organization.

- a. **Task #6.1: Gather HR Information System Data** — BCT will conduct an analysis of the City's Human Resource Information System data to assess equitable workforce advancement, promotion and retention. The HRIS equity assessment begins by meeting with HR data managers to determine the ideal process for securely extracting the key data required for the analysis. BCT then submits a query to the HR data manager, who extracts the data files. The data can be de-identified, removing names and addresses of employees. As soon as the analysis is completed, BCT destroys the data.
- b. **Task #6.2: Conduct DEI Human Resources Assessment (Policies and Practices)** — BCT will perform a DEI HR assessment that includes the following activities:
 - a. **Recruiting** – Evaluate existing potential partner organizations, recruiting channels, best practices, resources, and opportunities that can enhance diverse recruitment efforts including diversity recruiting firms and organizations representing diverse populations.
 - b. **Hiring** – Evaluate existing human resources hiring policies, practices and processes (i.e., assessments used, questions asked, recruiting areas, etc.) to identify diversity hiring gaps as well as opportunities to mitigate bias and other barriers to equity.
 - c. **Learning and Development** – Assess existing learning, development and performance management policies, practices and processes as it relates to creating equal opportunity for diverse employees to succeed.
 - d. **Retention and Support** – Evaluate current practices for retaining and supporting City of San Rafael employees.

VII. Task #7: Conduct Interviews and Focus Groups — BCT will develop a set of robust qualitative in-depth interview (IDI) and focus group protocols that probe further into topics and issues that would benefit from deeper insights, greater clarification, and more nuanced understanding than the quantitative research may allow. IDIs will be conducted with up to ten (10) City leaders and directors. Focus groups will be conducted with six different groups of employees, based on demographics, job functions, etc. (note: direct reports will be separated from supervisory staff to foster open and honest dialogue); and up to six focus different groups of community residents who receive/benefit from City services, based on the type of services they receive and their demographics. BCT will conduct qualitative research virtually via telephone or web conference (i.e., Zoom). A BCT team member with extensive experience in structured and open-ended interviews will moderate the focus group. The focus groups will be recorded only with permission and disclosure from all participants.

VIII. Task #8: Analyze and Interpret Data — BCT will conduct triangulated analyses of all quantitative and qualitative, together, to ensure that the report reflects the most holistically accurate and valid conclusions. Specifically, the analysis will be conducted as follows:

- With respect to the DWWA, BCT will generate descriptive statistics necessary to understand the data (e.g., distributions, measures of central tendency) and generate the inferential statistics to identify relationships between variables (e.g., analysis of variance, regression, and correlation).
- The GDEIB data gathered from CSR leaders and directors will be analyzed by aggregating findings across all respondents to produce statistically reliable and valid findings on the top strengths and recommendations for the City's D&I vision,

strategy, and business case; leadership and accountability; D&I structure and implementation; recruitment, retention, development, and advancement; and benefits, work-life, and flexibility.

- The qualitative data will be coded and uploaded into a comprehensive database. BCT will use content analysis to organize the data into categories that translate the perspectives, experiences and perceptions of CSR employees into a deeper understanding of DEI challenges and opportunities.
- BCT will analyze the HRIS data by conducting regression modeling to determine the ideal employee pathway to advancement, promotion, and retention, controlling for factors like the level and type of job, location of work, and other factors that could influence the work experiences that lead to job advancement and retention. Then, and most importantly, BCT will conduct inferential analyses to determine if there are any significant differences by race, gender, sexual identity, etc.

IX. Task #9: Deliver Final Report – The final step in the assessment process will be to produce a DEI Assessment Report. BCT will triangulate and synthesize all of analyses, in combination with other sources gathered and evaluated during the Review step, into a draft and final report that summarizes findings, recommendations and next steps, and offers insights to organizational climate and culture strengths, limitations, risks, synergies, challenges and opportunities. BCT approaches all assessment efforts with a keen eye toward action, by taking information and data and translating them into results for our clients. We will work with CSR leaders to ensure a clear understanding of the results, implications, and limitations of the assessment report. The assessment report will include short-term and long-term recommendations related to City policies and practices (including HR); Municipal Code; City services, including recommendations based on resident feedback/input; community engagement; internal and external communications; program funding and expenses; and City staff demographics.

Period of Performance

The period of performance is May 2022 – December 2022

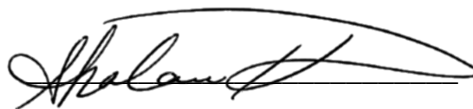
Budget

The budget is \$170,000.00.

CITY OF SAN RAFAEL

BCT Partners, LLC

By: _____



Name: _____

Shalawn Hilliard

Title: _____

Director of Administration

Date: _____

05/11/2022



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager's Office

Prepared by: Walter Gonzalez Valdez,
Community Engagement
& Equity Specialist

City Manager Approval: _____

TOPIC: COMMUNITY ENGAGEMENT, EQUITY & HOUSING POLICY CONSULTING SERVICES

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH LIZ DARBY FOR CONSULTING SERVICES

RECOMMENDATION:

Adopt the resolution approving and authorizing the City Manager to execute an Agreement for Professional Services with Liz Darby for consulting services.

BACKGROUND:

The City of San Rafael has been taking a proactive approach to evaluating our policies and procedures and looking for opportunities to remove barriers to housing production. The City is committed to promoting integration, reducing segregation, and increasing housing choices for people living and working in San Rafael. To ensure their success, these programs require professional leadership and program management.

Additionally, the City Council identified racial equity as one of the [four policy focus areas for FY 2021-22](#). The City has identified a need for more expertise to support this key policy area in the coming year, which would specifically be to support the Equity Audit Project. In the City's efforts toward more inclusive resident engagement, the City also has increased its efforts and seeks additional support to co-create and conduct community outreach, in particular in underserved communities, but also with all residents of San Rafael.

ANALYSIS:

The consultant, Liz Darby, has served as a Social Equity Programs and Policies consultant at the County of Marin for the last six years. Liz Darby has extensive experience conducting community outreach and working to ensure that housing options are equitable for residents across various socioeconomic

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

backgrounds. This agreement would support the development of robust and effective programs to address housing and equity issues in the City.

Darby's extensive experience with public housing will be an asset to the City of San Rafael in moving forward with crafting housing policies that address the needs of the City, including supporting staff with the Housing Element, evaluating City policies, procedures, and regulations, and identifying opportunities to remove barriers to housing production as well as identifying barriers that may be reinforcing exclusion in the City and exploring opportunities to transform racially concentrated areas of poverty into areas of opportunity. In addition, Darby will work to strengthen public participation from all economic segments of the community and participate as a key advisor on the City's equity initiatives, including the Equity Audit project. Should the City Council approve this recommendation, the professional service agreement would begin May 17, 2022. Liz Darby has extensive experience in this area and will have the capacity to devote her time to working for the City on a consulting basis.

FISCAL IMPACT:

The proposed Professional Services Agreement totals a not-to-exceed amount of \$21,125 monthly, which would be the maximum amount if full time services are requested by the City of San Rafael in any given month. The actual monthly amount will be based on hours worked. The Agreement will be for consulting services, project management, and support for City housing programs, equity initiatives, and community engagement work as directed by, and until terminated by the City Manager. The funds needed to cover the cost of this service will be provided from the General Fund and through grant funding when available. The funds are available in the fiscal year 2021-22 budget and will be included as part of the budget process for fiscal year 2022-23.

OPTIONS:

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

1. Adopt the resolution as presented approving the Professional Services Agreement;
2. Adopt resolution with modifications to the Professional Services Agreement;
3. Direct staff to return with more information; or
4. Take no action.

RECOMMENDED ACTION:

Adopt the resolution authorizing the City Manager to execute a Professional Services Agreement with Liz Darby for consulting services.

ATTACHMENTS:

- A. Resolution
- B. Draft Professional Services Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH LIZ DARBY FOR COMMUNITY ENGAGEMENT, EQUITY & HOUSING POLICY CONSULTING SERVICES

WHEREAS, the City Council has identified racial equity as one of the four policy focus areas for FY 2021-22: and

WHEREAS, the City's recently approved 2040 General Plan highlights the City's commitment to diversity initiatives and identifies "racial equity" and "housing stability" as a focus area for City leadership and elected officials in San Rafael; and

WHEREAS, the City has a need for professional analyst services to oversee various City projects, including projects related to public housing, community outreach, and equity; and

WHEREAS, Liz Darby has served as the Social Equity Programs and Policies consultant for the County of Marin for the last six years; and

WHEREAS, Liz Darby has the necessary education, skills, and professional experience to provide the necessary services;

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of San Rafael hereby approves and authorizes the City Manager to execute a Professional Services Agreement for consulting services for community engagement, equity, and housing in an amount not to exceed \$21,125 per month, in the form included with the Agenda Report for this Resolution, subject to final approval as to form by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify foregoing resolution was duly and regularly introduced and adopted at a regular meeting on the City Council of said City held on Monday, the 16th day of May 2022, by the following vote to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of May, 2022, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and LIZ DARBY (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, the **CITY** has a need for professional consulting services to oversee various **CITY** projects, including projects related to diversity, equity and inclusion, community engagement and housing policy and programs; and

WHEREAS, **CONSULTANT** has the necessary education, skills, and professional experience to provide the necessary services; and

WHEREAS, **CITY** has requested that **CONSULTANT** continue to provide needed services as requested by **CITY** and **CONSULTANT** is willing to do so.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The City 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. **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**. Liz Darby 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 and supervise projects related to housing, diversity, equity and inclusion initiatives, and community engagement as specifically requested by the City Manager.

3. **DUTIES OF CITY.**

CITY shall pay the compensation as provided in Paragraph 4, and provide **CONSULTANT** with access to such **CITY** resources as may be necessary to perform **CONSULTANT'S** services under this Agreement.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **CITY** shall pay **CONSULTANT** at the rate of \$130 per hour, plus reimbursement of all direct project expenses, including but not limited to transportation, postage, messengers, photographs, and photocopying, provided that in no event shall the compensation payable under this Agreement exceed \$21,125 per month.

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 commence upon execution of this Agreement and can be terminated as provided in Paragraph 6.

6. TERMINATION.

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

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

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

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

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **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 non contributory" 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 effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT'S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT'S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. 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:	Cristine Alilovich, Assistant City Manager City of San Rafael 1400 Fifth Avenue San Rafael, CA 94901
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TO CONSULTANT 's Project Director:	Liz Darby 115 Martens Blvd San Rafael, CA 94901
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16. **INDEPENDENT CONSULTANT.**

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Consultant, 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 Consultant 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 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: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney



City of San Rafael
Proclamation
Designation of May 2022 as Older Americans Month

WHEREAS, the City of San Rafael is home to more than 15,000 residents aged 60 or older – approximately 26 percent of the population – who contribute their strength, wisdom, and experience to our community; and

WHEREAS, communities benefit when people of all ages, abilities, and backgrounds are welcomed, included, and supported; and

WHEREAS, the City of San Rafael recognizes the importance of creating a community that supports and provides the services that older Americans need to thrive and live independently for as long as possible; and

WHEREAS, the City of San Rafael can work to build an even better community for our older residents by providing programs and activities that encourage independence and are responsive to individual needs and preferences; and

WHEREAS, the City of San Rafael benefits from a wealth of experience and wisdom from those organizations that address and advocate for the needs of older adults; and

WHEREAS, the national theme for Older Americans Month 2022—“Age My Way”—provides an opportunity to explore the many ways older adults can remain in and be involved with their communities.

NOW, THEREFORE, I, KATE COLIN, Mayor of San Rafael, do hereby proclaim May 2022 to be Older Americans Month. I urge every resident to recognize the contributions of our older citizens, help to create an inclusive society, and join efforts to support older Americans’ choices about how they age in their communities.



Mayor



**Proclamation
in Recognition of
NATIONAL GUN VIOLENCE AWARENESS DAY, JUNE 3rd 2022**

WHEREAS, the first Friday in June is declared as National Gun Violence Awareness Day to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence; and

WHEREAS, every day, more than 100 Americans are killed by gun violence and on average there are more than 13,000 gun homicides every year and are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence and increased calls to suicide and domestic violence hotlines, and an increase in gun violence; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of San Rafael, do hereby proclaim June 3rd as National Gun Violence Awareness Day. The Mayor and members of the City Council call upon our residents, government agencies, public and private institutions, businesses, and schools in San Rafael to commit to increasing awareness on gun violence and encourages all citizens to support our local efforts to prevent the tragic effects of gun violence and to honor and value human lives.



A handwritten signature in blue ink, appearing to read "Katz".

Mayor



Proclamation in Recognition of NATIONAL PUBLIC WORKS WEEK 2022

- WHEREAS,** Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of San Rafael; and
- WHEREAS,** Public Works personnel are involved in the maintenance, planning, design, and construction of streets, transportation facilities, parks, storm drains, public buildings and operations, right-of-way management, and emergency operations and response, and other structures and facilities essential for our residents; and
- WHEREAS,** Public Works personnel are essential workers who continue to work hard every day to keep our community safe and functional, with various responsibilities related to storm disasters, wildfires, pandemic response, and other emergency operations;
- WHEREAS,** it is in the public interest for the residents, civic leaders, and children in the City of San Rafael to gain knowledge of and to maintain an ongoing interest in and understanding of the importance of public works and public works programs in their respective communities; and
- WHEREAS,** the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association; and
- WHEREAS,** the 2022 National Public Works theme is "Ready & Resilient" representing the role Public Works plays in keeping the community safe and resilient by working together with residents, leaders, and stakeholders to provide essential services;

NOW, THEREFORE, the City Council of the City of San Rafael, Hereby Proclaims the week of May 15 – 21, 2022 as National Public Works Week; and furthermore I urge all residents to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.



A handwritten signature in blue ink, appearing to read "Katz".

Mayor



**Proclamation
in Recognition of
JEWISH AMERICAN HERITAGE MONTH
May 1 – May 31, 2022**

- WHEREAS,** from our Nation's earliest days, Jewish Americans have been an essential part of the American story, greatly contributing to the religious, cultural, political, economic, and intellectual advancement of all people even while in the face of discrimination and adversity, and have enriched our country, stirred our conscience, and challenged us to extend the miracles of freedom and security; and
- WHEREAS,** as we celebrate the rich heritage of the Jewish American community, in the City of San Rafael and the nation, we recognize that American Jews have worked tirelessly to strengthen the promise of religious freedom and civil rights by joining together with all faiths to reject ignorance and intolerance, teach empathy and compassion, and root out hatred wherever it exists, and are compelled to "never forget"; and
- WHEREAS,** we are reminded that the vibrant culture and life of the Jewish people has experienced ongoing prejudice and discrimination and that Jewish communities continue to confront hostility and bigotry. The City of Rafael shares the obligation to condemn and combat anti-Semitism and hatred wherever they exist; and
- WHEREAS,** May 2022 is recognized as Jewish American Heritage Month by Presidential Proclamation. The Jewish American experience is a story of faith, fortitude, and progress and one that is connected to key tenets of American identity, including our Nation's commitment to freedom of religion and conscience; and
- WHEREAS,** during Jewish American Heritage Month, the City of San Rafael celebrates the hard-fought progress won through the struggle and sacrifice of Jewish Americans, and we rededicate ourselves to building a world where diversity is cherished, and faith is protected.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of San Rafael proclaim May 1 through May 31, 2022, as Jewish American Heritage Month, and do hereby call upon all residents to celebrate Jewish Americans who contributed immeasurably to the fabric of American History, culture, science, education, social justice, and to many aspects of our local San Rafael Community.



Mayor



**Proclamation
in Recognition of
ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH
May 1 – May 31, 2022**

- WHEREAS, Asian American and Pacific Islander Heritage in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992; and
- WHEREAS, Asian American and Pacific Islander Heritage month seeks to honor and recognize the contributions of residents from Asia, India, and the Pacific Islands; and
- WHEREAS, Asian American Pacific Islanders (AAPI) have distinguished themselves as leading researchers in science, medicine, and technology, as innovative farmers and ranchers, as distinguished lawyers, judges, and government leaders, as prominent contributors in the arts, literature, and sports, as war heroes who defended our country from fascism, and as peacetime healthcare heroes currently on the front lines of the COVID-19 pandemic; and
- WHEREAS, today more than 20 million Asian American Pacific Islanders live in the United States and through their actions, make America a more vibrant, prosperous, and secure nation; and
- WHEREAS, while we celebrate the achievements and contributions of Asian Americans and Pacific Islanders that enrich our history, society, and culture, we must also acknowledge the additional determination, hard work, and perseverance AAPI individuals must put forth to be heard and seen and that these additional efforts are a result of inequitable institutional and systemic injustices such as those most recently manifested in racist attacks on Asian Americans during the COVID-19 pandemic; and
- WHEREAS, despite their contributions and leadership, the role of AAPI individuals in the U.S. has been consistently overlooked and undervalued in the teaching and study of American history; and
- WHEREAS, in the City of San Rafael, and encourage everyone to learn more about Asian American and Pacific Islander heritage, and work to combat racism and xenophobia as we celebrate this month.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of San Rafael proclaim May 1 through May 31, 2022, as Asian American and Pacific Islander Heritage Month, and do hereby reaffirm our shared values of compassion, equity, inclusion, and diversity; and our commitment to action and building a larger world in which everyone is valued and understood; and we encourage our local community to likewise commit to these values and take action.



A handwritten signature in blue ink, appearing to read "Kurtz".

Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

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

City Manager Approval: _____

TOPIC: PG&E EASEMENT REQUIRED FOR THIRD STREET IMPROVEMENTS PROJECT

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED GRANTING AN EASEMENT FOR PUBLIC UTILITY PURPOSES TO PACIFIC GAS AND ELECTRIC COMPANY

RECOMMENDATION:

Staff recommends that the City Council adopt the resolution authorizing the City Manager to execute a deed granting an easement for public utility purposes to Pacific Gas and Electric Company.

BACKGROUND:

The City owns a parcel of property located near the intersection of Second Street and G Street (APN 012-051-15) in the Downtown neighborhood. [On February 7, 2022](#), the City Council authorized the City Manager to execute an agreement for the [Third Street Improvements project](#). One of the major improvements the City would like to make as a part of this project is a separated bicycle connection from Marquard Avenue to Miramar Avenue, in order to achieve the project's complete street goals. To this end, the City will be shifting Second Street into the City's property located at APN 012-051-15 in order to install a [new bike path](#). Subsequently, PG&E will need to move their current utility poles located on Second Street onto the City's property at APN 012-051-15. To accomplish this, PG&E is requesting an easement deed providing them with access for maintenance, as well as electricity and gas purposes.

ANALYSIS:

The easement is approximately 8,411 square feet and is located near the intersection of Second Street and G Street. This easement deed will grant PG&E the right from time to time to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use facilities and associated equipment for public utility purposes. This deed will also allow PG&E the ability to manage trees and vegetation if they present a hazard to the utility facilities. Grant of this easement will have minimal impacts to the City's use of the property.

FISCAL IMPACT:

There is no fiscal impact associated with this easement deed.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

ACTION REQUIRED:

Staff recommends that the City adopt the resolution authorizing the City Manager to execute of a grant of easement deed for public utility purposes to Pacific Gas and Electric Company for APN 012-051-15.

ATTACHMENTS:

1. Resolution
2. Exhibit A to Resolution: Easement Deed from City of San Rafael to PG&E

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED GRANTING AN EASEMENT FOR PUBLIC UTILITY PURPOSES TO PACIFIC GAS AND ELECTRIC COMPANY FOR THE CITY'S THIRD STREET IMPROVEMENTS PROJECT

WHEREAS, On February 7, 2022, the City Council authorized the City Manager to execute an agreement for construction of the Third Street Improvements project; and

WHEREAS, this extensive project will upgrade safety, infrastructure, and traffic needs of one of the City's most vital thoroughfares, Third Street; and

WHEREAS, one major improvement included in the project is a separated bicycle connection from Marquard Avenue to Miramar Avenue; and

WHEREAS, in order to implement this improvement, the City will be shifting Second Street into the City's property located at APN 012-051-15 in order to install a new bike path; and

WHEREAS, to facilitate the City's bike path, PG&E is requesting an easement deed from the City granting PG&E the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with access for maintenance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Rafael that the City Manager is hereby authorized to execute the Easement Deed to PG&E attached as Exhibit A, for the City's Third Street Improvements project

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 16th day of May 2022 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2402-06-10125

EASEMENT DEED

PM# 35240629

CITY OF SAN RAFAEL, a municipal corporation,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of San Rafael, County of Marin, State of California, described as follows:

(APN 012-051-15)

The parcel of land described in the deed from Jerusha Warden to City of San Rafael recorded January 14, 1924 in Book 37 of Official Records at page 336, Marin County Records.

The easement area is described as follows:

The parcel of land described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "C", attached hereto and made a part hereof.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

CITY OF SAN RAFAEL

JIM SCHUTZ, City Manager

ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name
personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

Rev.: 04/22/2022

Date: 04/16/2022

Project: 1920101.50

EXHIBIT 'A'
**LEGAL DESCRIPTION
UTILITY EASEMENT**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN RAFAEL, COUNTY OF MARIN, STATE OF CALIFORNIA, BEING AN UTILITY EASEMENT OVER A PORTION OF THE LANDS OF THE CITY OF SAN RAFAEL, AS DESCRIBED IN THE DOCUMENT, RECORDED JANUARY 14, 1924 IN BOOK 37 OF DEEDS AT PAGE 336, MARIN COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWED:

COMMENCING AT THE POINT ON THE SOUTHERLY LINE OF SECOND STREET (FORMERLY WEST END AVENUE), BEING THE EASTERLY TERMINUS OF A COURSE "NORTH 65°01'33" WEST 49.58 FEET", AS SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED JANUARY 26, 2004 AT BOOK 2004 OF MAPS AT PAGE 039, MARIN COUNTY RECORDS, SAID **POINT OF COMMENCEMENT** MARKED BY FOUND 3/4" IRON PIPE MONUMENT WITH PLASTIC PLUG R.C.E. 30465; THENCE ALONG SAID SOUTHERLY LINE OF SECOND STREET, SOUTH 65°01'33" EAST, A DISTANCE OF 84.00 FEET TO THE WESTERLY LINE OF THE LANDS OF THE CITY OF SAN RAFAEL ; THENCE RUNNING ALONG SAID WESTERLY LINE OF SAID LANDS, NORTH 15°02'27" EAST, A DISTANCE OF 2.11 FEET TO **THE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE OF SAID LANDS, NORTH 15°02'27" EAST, A DISTANCE OF 30.46 FEET;

THENCE LEAVING SAID WESTERLY LINE OF SAID LANDS, SOUTH 65°01'33" EAST, A DISTANCE OF 175.77 FEET TO THE NORTHEASTERLY LINE OF SAID LANDS;

THENCE ALONG SAID NORTHEASTERLY LINE OF SAID LANDS, SOUTH 07°17'27" WEST, A DISTANCE OF 8.37 FEET AND SOUTH 65°01'33" EAST, A DISTANCE OF 134.97 FEET TO THE EASTERLY LINE OF SAID LANDS;

THENCE ALONG SAID EASTERLY LINE OF SAID LANDS, SOUTH 16°07'27" WEST, A DISTANCE OF 22.29 FEET;

THENCE LEAVING SAID EASTERLY LINE OF SAID LANDS, NORTH 65°01'33" WEST, A DISTANCE OF 259.82 FEET;

THENCE, SOUTH 15°02'27" WEST, A DISTANCE OF 17.20 FEET TO THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG SAID SOUTHERLY LINE OF SAID LANDS, NORTH 32°17'33" WEST, A DISTANCE OF 6.80 FEET AND NORTH 52°02'33" WEST, A DISTANCE OF 5.43 FEET;

THENCE LEAVING SAID SOUTHERLY LINE OF SAID LANDS, NORTH 15°02'27" EAST, A DISTANCE OF 12.23 FEET;

THENCE, NORTH 65°01'33" WEST, A DISTANCE OF 41.49 FEET TO SAID WESTERLY LINE OF SAID LANDS AND **THE POINT OF BEGINNING**.

SAID UTILITY EASEMENT CONTAINING 8,411 SQUARE FEET MORE OR LESS.

Rev.: 04/22/2022

Date: 04/16/2022

Project: 1920101.50

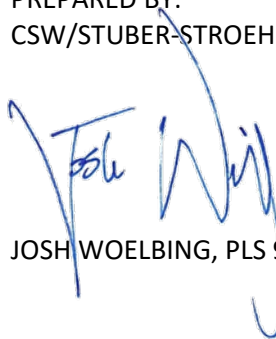
SEE EXHIBIT "B" ATTACHED HERETO AND MADE PART HEREOF.

THE BASIS OF BEARINGS IS CALCULATED BEARING NORTH 62°09'28" WEST BETWEEN FOUND 3/4" IRON PIPE WITH PLASTIC PLUG R.C.E. 30465, AS SHOWN ON THE RECORD OF SURVEY, FILED JANUARY 26, 2004 AT BOOK 2004 OF MAPS AT PAGE 039 AND FOUND MAG NAIL AND 1.5" BRASS TAG L.S. 5290, AS SHOWN ON THE RECORD OF SURVEY, FILED OCTOBER 19, 2018 IN BOOK 2018 OF MAPS AT PAGE 175, MARIN COUNTY RECORDS.

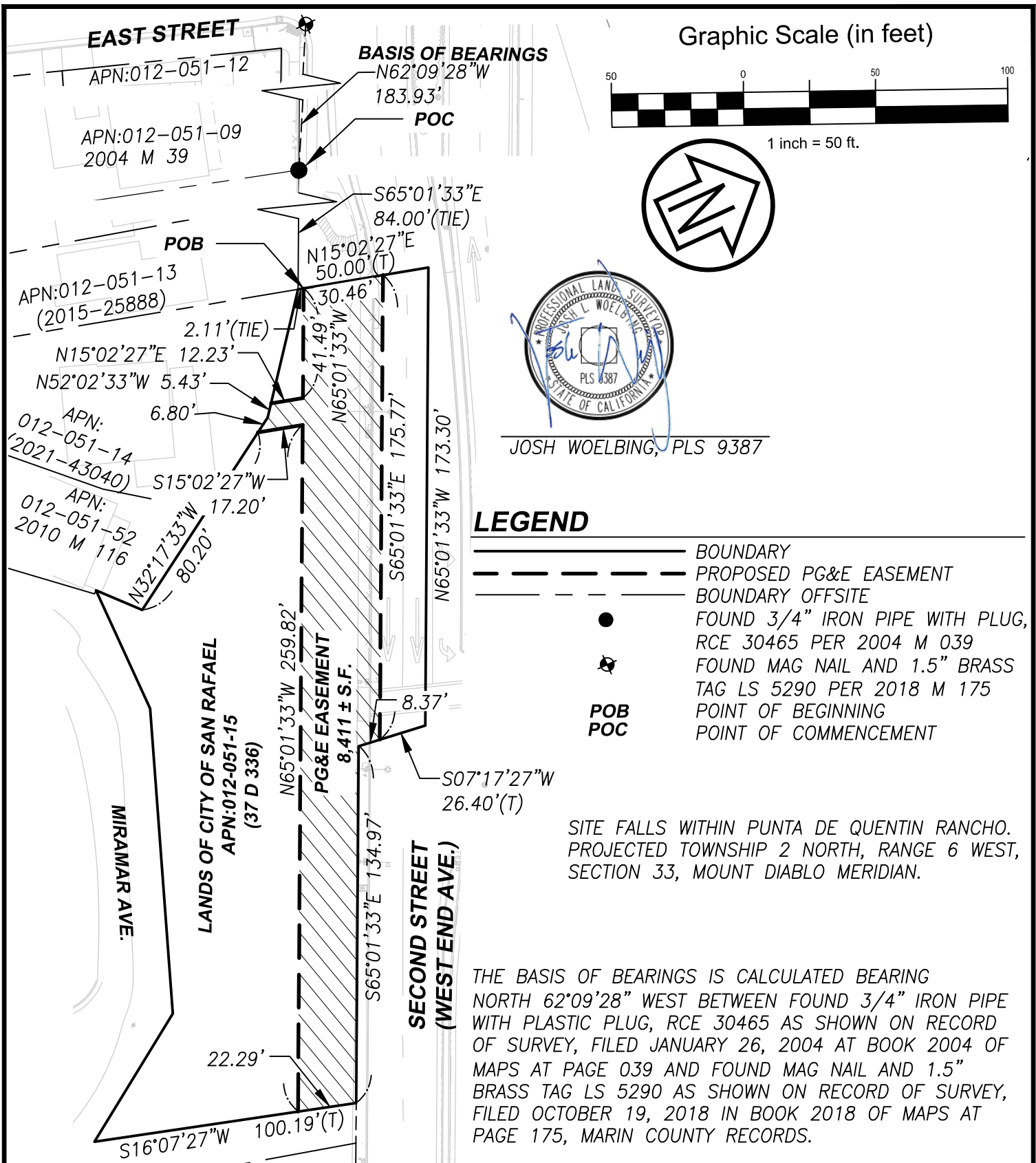
SITE FALLS WITHIN PUNTA DE QUENTIN RANCHO. PROJECTED TOWNSHIP 2 NORTH, RANGE 6 WEST, SECTION 33, MOUNT DIABLO MERIDIAN.

PREPARED BY:

CSW/STUBER-STROEH ENGINEERING, INC.


JOSH WOELBING, PLS 9387





LEGEND

- BOUNDARY
- - - - - PROPOSED PG&E EASEMENT
- - - - - BOUNDARY OFFSITE
- FOUND 3/4" IRON PIPE WITH PLUG, RCE 30465 PER 2004 M 039
- ⊙ FOUND MAG NAIL AND 1.5" BRASS TAG LS 5290 PER 2018 M 175
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

SITE FALLS WITHIN PUNTA DE QUENTIN RANCHO. PROJECTED TOWNSHIP 2 NORTH, RANGE 6 WEST, SECTION 33, MOUNT DIABLO MERIDIAN.

THE BASIS OF BEARINGS IS CALCULATED BEARING NORTH 62°09'28" WEST BETWEEN FOUND 3/4" IRON PIPE WITH PLASTIC PLUG, RCE 30465 AS SHOWN ON RECORD OF SURVEY, FILED JANUARY 26, 2004 AT BOOK 2004 OF MAPS AT PAGE 039 AND FOUND MAG NAIL AND 1.5" BRASS TAG LS 5290 AS SHOWN ON RECORD OF SURVEY, FILED OCTOBER 19, 2018 IN BOOK 2018 OF MAPS AT PAGE 175, MARIN COUNTY RECORDS.

CSW | ST 2

CSW/Stuber-Stroeh Engineering Group, Inc.
 Civil & Structural Engineers | Surveying & Mapping | Environmental Planning
 Land Planning | Construction Management
 45 Leveroni Court
 Novato, CA 94949
 tel: 415.883.9850
 fax: 415.883.9835
<http://www.cswst2.com>

Rev. 04/22/2022

Date: 04/15/2022

Job No. 1920101.50

Scale: 1" = 50'

EXHIBIT "B"
PG&E EASEMENT
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 SAN RAFAEL MARIN COUNTY CALIFORNIA

Pacific Gas and Electric Company



EXHIBIT “C”

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E’s applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E’s applicant requesting the extension of PG&E utility facilities to the applicant’s property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E’s contractors perform this work on your property, if available, or granting permission to PG&E’s applicant or the applicant’s contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E’s applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant’s contractor, to work on your property. Upon completion of the applicant’s installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Utility Distribution Easement (02/2020)

Attach to LD: 2402-06-10125

Area, Region or Location: 7

Land Service Office: Santa Rosa

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: (24.02.06.33.33, 24.02.06.33.32)

Rancho Punta de Quentin

FERC License Number: N/A

PG&E Drawing Number: N/A

Plat No.: TT3209

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Utility Easement (86), Electric Pole Line Easements (3)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 35240629

JCN: N/A

County: Marin

Utility Notice Number: N/A

851 Approval Application No: N/A ;Decision: N/A

Prepared By: AEBJ

Checked By: DAK8 DK

Approved By:

Revised by:

S:\R_W 2022\Marin\35240629 - 2nd St, San Rafael\Deliverables



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: JC Agcaoili
Junior Engineer**

City Manager Approval: _____

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

TOPIC: SUN VALLEY PARK DEED RESTRICTION

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED RESTRICTION ON THE CITY OWNED PARCEL (APN 010-071-01) FOR SUN VALLEY PARK

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute a deed restriction on the city owned parcel (APN 10-071-01) for Sun Valley Park.

BACKGROUND:

In 2018, voters passed Proposition 68 (Prop 68), the “Parks, Environment and Water Bond Act of 2018”. Prop 68 authorized \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, and water infrastructure projects and flood protection projects. Through this, Prop 68 provides a variety of funding opportunities for local jurisdictions. One grant opportunity through Prop 68 is the Per Capita Grant Program

The Per Capita Grant program is a non-competitive program made available for local park rehabilitation, creation, and improvement grants to local governments. Per Capita Grant funds are distributed to local jurisdictions based on population size.

In 2019, the City submitted the Per Capita Allocation Questionnaire to determine the City’s allocation under the grant program. Grant funds are allocated based on population and are one-time funds. In July 2020 the State notified the City of their allocation amount of \$177,952. On November 16, 2020 the City Council approved an application for Per Capita Grant Funds for the Sun Valley Park Playground Project, which verified the City’s commitment and ability to implement the project.

As a condition of the Per Capita Grant, the California Department of Parks and Recreation requires a deed restriction to be recorded on the title where the grantee owns the project land.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

ANALYSIS:

The City owns the property improved with Sun Valley Park, and under current Prop 68 funding programs, the City must record the deed restriction to accept allocation. As a condition of accepting the Per Capita Grant, the California Department of Parks and Recreation requires a deed restriction to be recorded on the title where the grantee owns the project land.

The resulting restrictions to the property can be found in Attachment 4: Exhibit B to Deed Restriction: Prop 68 Grant Contract *Section II(1)*. In summary, by recording the deed restriction and accepting the allocation, the City agrees to the following: to operate and maintain the property developed with the funds; and to only use the property for the purposes of the allocated grant; unless otherwise authorized by the State. The deed restriction would be in effect from July 1, 2018 through June 30, 2048. The City does not foresee a scenario in which the playground and recreational focus of the property Sun Valley Park would be substantially changed in the agreement time period. As such, staff recommend accepting the deed restriction as a condition for securing the Prop 68 Per Capita grant funds.

FISCAL IMPACT:

There is no fiscal impact for recording this deed restriction to Sun Valley Park.

OPTIONS:

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

1. Adopt the resolution approving execution of the deed restriction on the Sun Valley Park property so allocation may be received.
2. Direct staff to return with more information.

RECOMMENDED ACTION:

Adopt the resolution authorizing the City Manager to execute a deed restriction on the city owned parcel (APN 10-071-01) for Sun Valley Park.

ATTACHMENTS:

1. Resolution
2. Exhibit A to Resolution: Prop 68 Deed Restriction
3. Exhibit A to Deed Restriction: Sun Valley Park Deed
4. Exhibit B to Deed Restriction: Prop 68 Grant Contract
5. Sun Valley Park Playground Enhancement Project Conceptual Site Plan

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED RESTRICTION ON THE CITY OWNED PARCEL (APN 010-071-01) FOR SUN VALLEY PARK

WHEREAS, in 2018 voters passed Proposition 68, the “Parks, Environment and Water Bond Act of 2018” which provides a variety of funding opportunities for local jurisdictions including one grant opportunity through Prop 68 known as the Per Capita Grant Program; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program; and

WHEREAS, in 2019 the City submitted the Per Capita Allocation Questionnaire to determine the City’s allocation under the grant program which is based on population; and

WHEREAS, in July, 2020 the State notified the City of their allocation amount of \$177,952.00; and

WHEREAS, on November 16, 2020 City Council adopted Resolution No. 14872 approving an application for Per Capita Grant Funds to go towards Sun Valley Park Playground Project; and

WHEREAS, the City owns the real property on which Sun Valley Park is situated and the State Department of Parks and Recreation requires a deed restriction to be recorded on the title where the grantee owns the project land, to allow allocation of the grant funds; and

WHEREAS, the deed restriction must be recorded on the title where the grantee owns the project land and shall be in effect from July 1, 2018 through June 30, 2048.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Rafael the City Manager is hereby authorized to execute the Deed Restriction on the City Owned Parcel (APN 010-071-01) attached as Exhibit A, for the Sun Valley Park Playground Project.

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 16th day of May 2022 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Dennis Carlson

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, City of San Rafael (hereinafter referred to as "Owner(s)") is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program to Replace play equipment and renovate ADA access to playground on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-21-004 , (hereinafter referred to as "Grant") to Replace play equipment and renovate ADA access to playground on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): City of San Rafael

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



D E E D

FOR VALUE RECEIVED, WELLS FARGO BANK & UNION TRUST CO., a corporation, and WELLS FARGO BANK & UNION TRUST CO., Trustee under the Last Will and Testament of Edgar M. Wilson, deceased,

GRANTS TO

the CITY OF SAN RAFAEL, a municipal corporation, without warranty or implied covenants, ~~solely for the use by the City of San Rafael for public park and children's playground purposes,~~ all its right, title and interest, in and to that certain parcel of land located in the City of San Rafael, County of Marin, State of California, more particularly described as follows:

BEGINNING at the most Easterly corner of Lot 150, Sun Valley Unit #2, San Rafael, California, as shown on map filed August 7, 1943, in Book 5 of Maps at page 100, Marin County Records; running thence along the exterior boundary line of Sun Valley Unit #2 and Unit #1 South 39° 48' West 310 feet; thence leaving said boundary line South 51° 00' East 50 feet; thence in a curve to the right, whose center bears South 39° 00' West, and whose radius is 800 feet, a distance of 220 feet; thence North 43° 59' East 343.645 feet; thence North 50° 12' West 285 feet to the point of beginning, together with a roadway easement over the extension of Solano Street to the Southerly extension of the Easterly line of the above-described property.

COMPARED R.E.
11-18

IN WITNESS WHEREOF, the said grantor has caused this deed to be signed by its officers thereunto duly authorized and its corporate seal to be affixed this 26th day of January, 1945.

WELLS FARGO BANK & UNION TRUST CO.,
a corporation

By [Signature]
Vice President

By [Signature]
Assistant Trust Officer

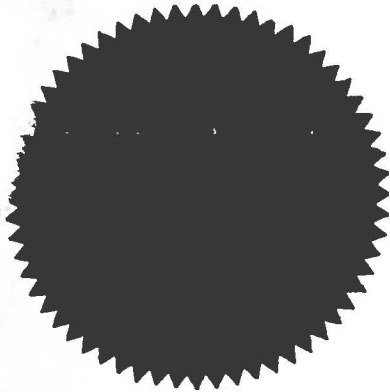
WELLS FARGO BANK & UNION TRUST CO.,
Trustee under Last Will and Testament
of Edgar M. Wilson, deceased.

By [Signature]
Vice President

By [Signature]
Assistant Trust Officer

N.S.
N.P.

N.S.
N.P.



NANCY EVERETT
NOTARY PUBLIC 34 SUTTER STREET
PHONE EXBROOK 5510

On this 29th day of January, 1945, before me,
NANCY EVERETT, a Notary Public, in and for the City and County of San Francisco,
State of California, residing therein, duly commissioned and sworn, personally appeared

J. Brickwedel & E. J. White
known to me to be the Vice President and Asst. Trust Officer
respectively

of the Corporation described in and that executed the within instrument, and also known to me to
be the person who executed the within instrument on behalf of the Corporation therein named
and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my
office in the City and County of San Francisco, State of California, the day and year in this certificate
first above written.

Nancy Everett
Notary Public in and for the City and County of San Francisco, State of California
My Commission Expires November 2, 1946

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE City of San Rafael

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

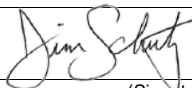
CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

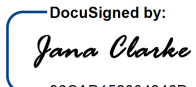
City of San Rafael

By  Grantee
(Signature of Authorized Representative)

Title City Manager

Date 11/10/2021

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

96CAD152004348D...
By _____
Date 11/29/2021

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9801372	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000006973			PROJECT NO. 18-21-004
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 177,952.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69801	PROJECT / WORK PHASE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and City of San Rafael (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024 .

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.


City of San Rafael
GRANTEE

By: 
Signature of Authorized Representative

Title: City Manager

Date: 11/10/2021

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: 
DocuSigned by: 96CAD152004346D...

Date: 11/29/2021



- 1** Existing restroom
- 2** Existing stairway
- 3** Existing ramp
- 4** Existing tree to remain
- 5** Existing paving
- 6** Existing lawn & irrigation to remain
- 7** Existing stairway to be removed
- 8** 2-5 & 5-12 accessible playground with resilient surfacing
- 9** Seat wall w/ recycled art tiles
- 10** Drinking Fountain
- 11** Benches
- 12** Asphalt paving conform
- 13** Concrete sidewalk
- 14** Accessible pedestrian gate
- 15** 42”H perimeter playground fence
- 16** Playground entry plaza
- 17** Accessible ramp
- 18** Curb cut ramp
- 19** Accessible parking
- 20** Drought tolerant evergreen planting and low flow irrigation
- 21** Existing lawn and irrigation to remain. Patch and repair as required



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

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

City Manager Approval: 

File No.: 16.01.241.01

TOPIC: FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENTS

SUBJECT: ACCEPT COMPLETION OF THE FRANCISCO BOULEVARD EAST SIDEWALK IMPROVEMENTS PROJECT (CITY PROJECT NO. 11349) AND AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

RECOMMENDATION ACTION: Accept completion of the Francisco Boulevard East Sidewalk Improvements Project and authorize the City Clerk to file the Notice of Completion.

BACKGROUND: Grand Avenue and Francisco Boulevard East form the primary corridor for residents living in the Canal Neighborhood, the most densely populated area in Marin County, to access downtown San Rafael, the San Rafael Transit Center, SMART train station, Montecito Plaza, and San Rafael High School. Local street connections between the Canal Neighborhood and the rest of the City are severely limited by the constraints of the San Rafael Canal waterway, the existing Grand Avenue Bridge, Highway 101, and Interstate 580. The Francisco Boulevard East Sidewalk Improvements project (“Sidewalk Project”) is the final phase of a multi-project, long-term vision that will fill a significant bicycle/pedestrian safety gap within a major north-south corridor and will successfully link to other recently constructed bicycle/pedestrian improvements, most notably the pedestrian bridge crossing the San Rafael Canal installed in 2019. This project created a seamless bicycle/pedestrian facility from Downtown to the Canal Neighborhood that greatly improves safety and connectivity in East San Rafael.

This project has been a long-standing, high-priority project for the San Rafael City Council. In March 2008, the City retained an engineering consulting firm to perform extensive public outreach and begin development of construction plans that were advanced to approximately the 90-percent design level. In August 2013, when additional federal funding became available, the City retained another consulting firm to obtain environmental clearance and complete the design.

Over the course of several years, City staff pursued construction funding for the Sidewalk Project through various grant opportunities. In 2016, the City applied for a federal grant through the Active Transportation Program (ATP) administered by Caltrans. The application was favorably received, and subsequently the City was awarded \$4,025,000 in construction funds that were allocated to the City to begin reimbursement this fiscal year. To augment the ATP grant funding, City staff

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: Resolution No. _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

worked closely with the Transportation Authority of Marin (TAM) and identified an additional \$2,100,000 in federal funds from Congestion Mitigation and Air Quality Improvement Program (CMAQ) thus bringing the construction budget to \$6,125,000.

The project was advertised in accordance with San Rafael's Municipal Code on February 13, 2020. and sealed bids were publicly opened and read aloud April 29, 2020. On May 18, 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 \$3,996,597 and approving a construction contingency of \$563,403 with an allowance of \$900,000 for a total appropriation in an amount of \$5,460,000. Construction commenced on July 16, 2020, and all work was completed on December 20, 2021.

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.

RECOMMENDATION ACTION: Accept completion of the Francisco Boulevard East Sidewalk Improvements Project and authorize the City Clerk to file the Notice of Completion.

ATTACHMENT:

1. Notice of Completion

Recording Requested By:
The City of San Rafael

When Recorded Mail To:
Lindsay Lara, City Clerk
1400 Fifth Ave
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 the City of San Rafael ("City")
3. City's address is 111 Morphew Street, San Rafael, CA 94901
4. The nature of City's interest in the Project is:
___ Fee Ownership ___ Lessee X Other Public Right of Way Easement
5. Construction work on the Project performed on City's behalf is generally described as follows: Installation of new sidewalk, curb, gutter, retaining walls, storm drain, hot mix asphalt, electrical, signing/stripping, and landscaping..
6. The name of the original Contractor for the Project is: Ghilotti Bros., Inc.
7. The Project was accepted as complete on: December 20, 2021.
8. The Project is located at: Francisco Blvd East, from Vivian Street to Grand Ave. San Rafael, CA.

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

Name and Title

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



**Proclamation
in Recognition of
MENTAL HEALTH AWARENESS MONTH, MAY 2022**

WHEREAS, mental health is essential to everyone’s overall health and well-being; and

WHEREAS, mental illnesses are real and prevalent in our nation, and many of us will have, or know someone that has a mental health diagnosis at some point in our lives; and

WHEREAS, all Americans experience times of difficulty and stress in their lives, and should feel comfortable in seeking help and support to manage these times; and

WHEREAS, engaging in prevention, early identification, and early intervention are as effective ways to reduce the burden of mental illnesses as they are to reduce the burden of other chronic conditions; and

WHEREAS, there is a strong body of research that identifies behavioral health risks and supports specific tools that all Americans can use to protect their health and well-being; and

WHEREAS, with effective treatment before Stage 4, all individuals with mental illnesses – even serious mental illnesses - can make progress toward recovery and lead full, productive lives; and

WHEREAS, jails and prisons have often become the default places of custodial care for even nonviolent people with serious mental illnesses; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen has a responsibility to promote mental health and well-being for all.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of San Rafael, do hereby proclaim May 2022 as Mental Health Month. As the formal leaders within the City, I also call upon our residents, government agencies, public and private institutions, businesses, and schools in San Rafael to commit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses.



A handwritten signature in blue ink, appearing to read "Kurtz".

Mayor



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Fire

Prepared by: Quinn Gardner, Deputy Director of
Emergency Services and Mary Skramstad,
Wildfire Mitigation Project Manager

City Manager Approval: _____

A handwritten signature in black ink, appearing to be 'AS', written over a horizontal line.

TOPIC: AMENDMENT TO SAN RAFAEL'S BUILDING CODE TO REQUIRE REPLACEMENT OF WOOD ROOFING

SUBJECT: ADOPTION OF AN ORDINANCE AMENDING CHAPTERS 12.200 AND 12.255 OF THE SAN RAFAEL MUNICIPAL CODE TO MAKE LOCAL AMENDMENTS TO CALIFORNIA BUILDING CODES TO REQUIRE THAT WOOD ROOFING BE REPLACED BY MAY 31, 2027

RECOMMENDATION:

Adopt Ordinance Amending Chapters 12.200 and 12.255 of the San Rafael Municipal Code to Make Local Amendments to California Building Codes to Require that Wood Roofing be Replaced by May 31, 2027.

BACKGROUND:

Following decades of research, post-fire analysis, and active suppression efforts, the California Department of Forestry and Fire Protection has identified a two-prong approach to reduce the likelihood of building loss or damage due to wildfire. This approach includes reducing risk through landscape changes, commonly called defensible space, and through changes to structures themselves, or what is commonly called home hardening. Many of these strategies are now required for new construction in the Wildland Urban Interface (WUI) or other similar high fire hazard areas. However, few regulations address the built-out environment, which encompasses the vast majority of San Rafael. The City has made great strides in addressing defensible space through the updates to San Rafael Municipal Code ("SRMC") Chapter 4.12 as approved by the City Council on August 3, 2020. However, as called for in the San Rafael Wildfire Prevention and Protection Action Plan (Wildfire Action Plan), items 17 and 18, additional efforts are needed to address home hardening.

Item 18 in the Wildfire Action Plan calls for the elimination of the fire hazard associated with wooden roofs. According to the National Board of Fire Underwriters, the roof is the most common structural fuel bed for ignition by firebrands or embers on a structure. For this reason, materials used to construct a roof are of great importance to protecting the home and other structures from wildfire.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Wooden shingle roofs were identified as the main factor that made fire worse in the official reports of the 1923 Berkeley Fire (National Board of Fire Underwriters 1923; Wilson 1962; Office of the City Manager 1991) and the 1961 Bel-Aire fire; the National Fire Protection Association (NFPA) report of the 1961 Bel-Aire Fire was entitled ‘Devil wind and wood shingles’ (Wilson 1962).

Wood roofs pose a hazard to the structure itself, but also to nearby structures and firefighters. Burning wood roofing material can peel off, become firebrands, and be carried into additional receptive fuel beds, such as other combustible roofs and flammable vegetation in the surrounding landscape, further exacerbating the spread of wildfire. Firebrands consisting of burning wood roof covering have been a major contributing factor to numerous fires such as the 1923 Berkeley Fire. In the 1961 Bel-Air Fire, the aero-dynamic firebrands made of wooden roof shingles became long range fire starters when they were carried by the upper strata of the Santa Ana winds. New fires were ignited in the brush and among structures at great distances, at times spanning two or three canyons (Wilson 1962).

As a result of the increased risk, the State of California banned the use of wood roofs for new construction in 2001. However, to date, no state legislation has required the replacement of existing wood roofs. [Some cities pre-empted state action](#) by banning wood roofs for both new construction and reroofs; City of Los Angeles, Santa Barbara County, City of Santa Barbara, Carlsbad, Del Mar, El Cajon, and Vista. In 2008, the City Council in Big Bear Lake, a community of 5,200 in San Bernardino County, passed an ordinance declaring wood roofs "a severe fire hazard and danger" and ordered property owners to replace them by 2012.

Recent fires have demonstrated the importance of roofing material and other home hardening strategies. For example, in the 2019 Camp Fire, about 51 percent of the 350 single-family homes built after 2008 in the path of the fire were undamaged, according to an analysis of Cal Fire data and Butte County property records. By contrast, only 18 percent of the 12,100 homes built prior to 2008 escaped damage. However, since San Rafael is a largely built-out environment, replacement roofing material requirements will be needed to adapt to wildfire.

The San Rafael Municipal Code, largely aligned with State Fire and Building Code, acknowledges the importance of appropriately fire adapted or Class A rated roofing material. The existing requirements only apply to new construction or substantial remodel. While they acknowledge the importance of fire-rated roofing, they do not require action on existing structures. Pursuant to amended California Building Code Section 1505.1.3 set forth in SRMC Section 12.200.020 and California Residential Code Section R902.1.3 set forth in SRMC Section 12.255.020, the City Council declared that all roof coverings in the City shall be Class A roof covering in 2019. A summary of the existing code is summarized in the table below:

Municipal Code	Text
Article III Powers of the City Charter Article 111, Section 25	Under powers of the City, the City has the power to take precautions against fires and to make provisions to guard against fires.

<p>Chapter 12.116 UNSAFE STRUCTURES AND EQUIPMENT</p>	<p>Structures or existing equipment that are or hereafter become unsafe and which constitute a fire hazard or are otherwise dangerous to human life or the public welfare shall be deemed an unsafe condition.</p>
<p>Chapter 12.255 - CALIFORNIA RESIDENTIAL CODE AMENDMENTS</p>	<p>R902.1.3 The entire roof covering of every existing structure within the City of San Rafael, where more than 50% of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A and shall also comply with Section R337.5.</p> <p>R902.1.4 Roofing requirements in a Wildland-Urban Interface Fire Area. Roofing requirements" for structures located in a Wildland-Urban Interface Fire Area shall be a fire-retardant roof covering that is least class A and shall also comply with Section R337.5.</p>
<p>Chapter 12.200 - CALIFORNIA BUILDING CODE AMENDMENTS</p>	<p>1505.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure, where more than 50% of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.</p>

ANALYSIS:

For property owners with wood roofs, the most long-term and reliable measure available to reduce roof vulnerability to wildfire is to reroof with Class A fire resistant materials. Class A is the highest rating, offering the highest resistance to fire. Spray-on or brush-on treatments of fire-retardant chemical to wood roofs have limited longevity. Soon after application, these treatments begin to lose their fire-resistant characteristics due to leaching and exposure to sunlight. To be effective, these treatments must be reapplied on a regular basis. Generally, these treatments have not received certification from the Underwriters Laboratories or the State Fire Marshals of California. Overall, fires involving wood roofs, more so than other roofs, present certain challenges because the fire can easily run both across the top of the roof and underneath it. This is a significant consideration when performing fire attack in buildings with wood roofs.

When wood roofing materials were first available with fire retardant coatings, they were rated as a Class C covering. Before that, they were non-rated. Pressure treated wood roof materials receive a Class A rating only when installed with a solid underlayment. Fire protection is provided by pressure impregnating fire retardant polymers into the innermost cells of the material. However, there are no required inspections or tests after installation of roofs to determine the status of the fire retardant. It would also be difficult to tell when, or if, a roof was pressure treated or has lost its original treatment by inspection. The California Building Code specifies the testing wood shakes and shingles must pass for use in California. These tests include: Intermittent Flame Test; Spread of Flame Test; Burning Brand Test; Flying Brand Test; Rain Test; and Weathering Test.

In the [Chemco FTX Five Year Natural Weathering Test](#), the wood shingles ignited three minutes into the test and burned for an additional 23 minutes and 30 seconds after the burner flame was turned off. The results of that test and the Los Angeles Fire Department’s Standard No. 43 Test for Determining the Flammability of Solid Materials demonstrated that the fire-retardant pressure treated wood shingles support combustion. The five-year test proved that treated wood shingles ignite and continue to burn long after flame exposure. Los Angeles Fire Department adds “It is our experience that a material that exhibits that type of burning characteristics combined with our local climactic conditions (high wind velocities, low humidity, and high temperatures) has the potential for spreading fire downwind in the form of flying burning brands”.

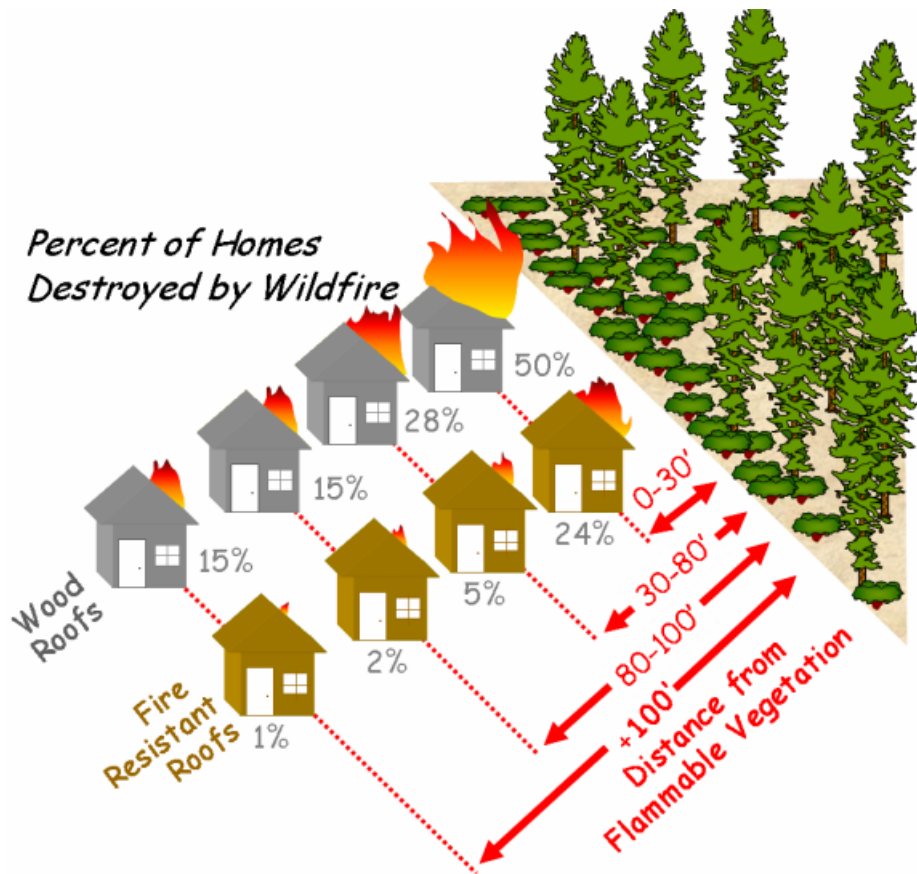


Figure 1. Percent of homes destroyed by wildfire.

The Wood Shake and Shingle Roof Hazard, University of Nevada Cooperative Extension

According to the [University of Nevada Cooperative Extension report on Wood Shake and Shingle Roof Hazard](#), the probability of a house surviving a wildfire is greatly influenced by the type of roofing material involved and the amount of clearance of flammable vegetation. An investigation of 1,850 Southern California homes found that depending upon the amount of brush clearance, houses with untreated wood roofs were 2 to 21 times more likely to be destroyed by wildfire than those with fire-resistant roofs. Other wildfire statistics collected from the Santa Monica Mountains of California, suggested that the most cost-effective method of increasing house survivability during a wildfire event is the presence of a fire-resistant roof and property clearance of vegetation around the structure.

The proposed ordinance will eliminate a known threat to structures and the public by requiring that all roof coverings in the City limits that are not at least Class A, shall be replaced with a fire-retardant roof covering that is Class A by May 31, 2027, thus decreasing potential ignition and the rate and intensity of the spread of fire. Roof material is a critical component to a wildfire-hardened structure. Removing wood roofing materials will increase safety for firefighters and first responders, as well as the neighboring community. Per the 2016 Marin County Community Wildfire Protection Plan (CWPP), “homes with a non-combustible roof and defensible space at least 30 to 60 feet around the structure have an 85-95% chance of survival”.

Based on area surveys, staff believe less than 200 wood roofs, most at least 20 years old, are in San Rafael. The average wood roof has a life span of 30 years. For example, according to a recent informal survey by the City’s Building Department, on San Marino Drive, three out of 88 homes have wood roofs; on Bay Way three out 28 homes have wood roofs; and on Latham Street and San Rafael Avenue both, one out of 23 homes has a wood roof. This ordinance will effectively result in the near-complete elimination of wood roofs from San Rafael by May 31, 2027. Staff will continue to search for financial incentives and assistance for residents replacing wood roofs. At this time, the following financing options and incentives are available:

Loan options			
Name	Type	Caveats	Max \$
FHA's Limited 203(k) program	Finance into their mortgage	The total value of the property must still fall within the FHA mortgage limit for the area .	\$5,000 to \$35,000
Marin housing	Rehab Loan	Principal residence; Income limits; 5% interest	\$35,000
GoGreen Financing			
California Coast Credit Union	Energy Financing	Must also be considered an energy upgrade; minimum credit score is 600. Interest is 3-7%	\$50,000
Matadors Community Credit Union	Energy Financing	Must also be considered an energy upgrade; minimum credit score is 580. Interest is 4.5 to 6%	\$50,000

Credit/Reimbursements			
Name	Type	Process	Amount
Incentives for Energy Efficiency	Federal Tax credit	extension/renewal is still pending approval by Congress	\$500
MWPA Grant	Reimbursement	Application	\$1,000
City of San Rafael Grant	Reimbursement	Application	\$1,000

Several plans approved by the City of San Rafael have touched on the measures necessary to protect property from wildfire. The San Rafael Local Hazard Mitigation Plan calls out measures for property protection including wildfires. The San Rafael Wildfire Prevention and Protection Action Plan, passed in August 2020, outlines various goals to proactively and aggressively address the growing risks associated with wildfire. The primary objective of the plan includes ordinance changes to mitigate wildfire risk

The table below summarizes the recommendations regarding wooden roofs in various plans:

Plan	Details
San Rafael C-18 Local Hazard Mitigation Plan	<p>PROPERTY PROTECTION: Property protection measures are used to modify buildings subject to damage rather than to keep the hazard away. A community may find these to be inexpensive measures because often they are implemented by or cost-shared with property owners. Many of the measures do not affect the appearance or use of a building, which makes them particularly appropriate for historical sites and landmarks. Wildfire, Grassfires;</p> <ul style="list-style-type: none"> • Replacing building components with fireproof materials • Roofing
San Rafael Wildfire Prevention and Protection Action Plan	<p>Section 18 titled Eliminate fire hazard associated with wooden roofs. Action: Ordinance change. Update building code to require all wood roofs be replaced in five years. Require structures with wood roofs disclose the replacement requirement at time of resale.</p>
Marin County Community Wildfire Protection Plan	<p>Under page 82 subsection 'Ignition-Resistant Roofing to Reduce Structural Ignitability', Marin County urges other fire agencies throughout Marin to consider providing incentives for property owners to replace wood roofs.</p>
Marin County Multi-Jurisdictional Local Hazard Mitigation Plan	<p>Novato proposes to develop an inventory of structures with wood roofing material to identify and target education efforts and the need for roof conversions. The purpose of the Building and Housing code is to establish rules and regulations governing building activity in the city and to safeguard life, health, property, and public welfare by providing minimum fire retardancy requirements for new roof coverings. This information is also needed to assist the city in compiling information on the use, location, and condition of properties within the jurisdiction of the City of Novato and provides for the abatement of unsafe buildings. By agreement, for health and safety reasons, the city may share this information or resultant vital statistics with other governmental agencies.</p>
San Rafael General Plan Safety and Resilience Element Policy S-4.2 Fire Resilience in Developed Areas	<p>Reduction of Structure Hazards. Implement measures to reduce wildfire hazards to existing structures, including fire-resistant landscaping, and building materials, protected vents and gutters, phasing out wood roofs, vegetation management around structures, limits on highly flammable plant materials, restricted parking on narrow streets, and enforcement and abatement programs. Focus on measures that provide the greatest fire safety benefits relative to their costs to the City and private sector.</p>

COMMUNITY OUTREACH: Two community meetings regarding the proposed ordinance changes were held on March 16, 2022, and April 7, 2022. City Council heard a brief presentation and set the public hearing on May 2, 2022 and did not receive public feedback.

Prior to and during implementation of this ordinance amendment, staff will conduct direct outreach with properties affected.

FISCAL IMPACT: There are no anticipated impacts to the General Fund.

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

1. Adopt the ordinance as recommended by staff.
2. Modify the ordinance and continue to future meeting for adoption.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

1. Adopt Ordinance Amending Chapters 12.200 and 12.255 of the San Rafael Municipal Code to Make Local Amendments to California Building Codes to Require that Wood Roofing be Replaced by May 31, 2027.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. 2009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING CHAPTERS 12.200 AND 12.255 OF THE SAN RAFAEL MUNICIPAL CODE TO MAKE LOCAL AMENDMENTS TO CALIFORNIA BUILDING CODES TO REQUIRE THAT WOOD ROOFING BE REPLACED BY MAY 31, 2027

THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES ORDAIN AS FOLLOWS:

DIVISION 1. FINDINGS.

WHEREAS, on November 18, 2019, the City Council adopted Ordinance No. 1974 which amended Title 12 of the San Rafael Municipal Code to adopt by reference the 2019 California Building Code, 2019 California Residential Code, the 2019 California Mechanical Code, the 2019 California Plumbing Code, the 2019 California Electrical Code, the 2018 International Property Maintenance Code, the 2018 International Pool and Spa Code, the 2019 California Existing Building Code, the 2019 California Green Building Standards Code, and the California Referenced Standard Code with appendices (together, the “2019 California Construction Codes”); and

WHEREAS, Sections 17958.5, 17958.7, and 18941.5 of the California Health and Safety Code allow a local governing body to modify state building standards and to establish more restrictive standards if it determines such building standards are reasonably necessary because of local climatic, geological, or topographical conditions, and pursuant to that statute Ordinance No. 1974 included certain local amendments to the 2019 California Construction Codes adopted by that Ordinance; and

WHEREAS, the local amendments to the 2019 California Building Code adopted by Ordinance No. 1974 were codified in Section 12.200.020 of Chapter 12.200 of the San Rafael Municipal Code and included an amendment to Section 1505.1.3 of the California Building Code entitled “Roof coverings within all other areas”; and

WHEREAS, the local amendments to the 2019 California Residential Code adopted by Ordinance No. 1974 were codified in Section 12.255.020 of Chapter 12.255 of the San Rafael Municipal Code and included an amendment to Section R902.1.3 of the California Residential Code, entitled “Roof coverings within all other areas”; and

WHEREAS, the City of San Rafael has a Community Wildfire Protection Plan (CWPP) issued in 2016, developed in collaboration with the County of Marin, which recommends as a pre-disaster mitigation “the removal of existing wood roofs” due to data that supports non-flammable roofing as being 3.68 times more effective at preventing structural ignition in wildland fire situations; and

WHEREAS, on August 3, 2020 the City Council adopted Resolution No. 14847 accepting a final “San Rafael Wildfire Prevention and Protection Action Plan”, Section 18 of which calls for a change to the City’s building code to require all wood roofs to be replaced within five years to mitigate wildfire risk, and sets forth the rationale for the change; and

WHEREAS, wood roofs are comprised of materials that create a unique and significant fire hazard and danger to an extent that they constitute a public nuisance, as set forth by Section 3480 of the California Civil Code, because they are injurious to the health

and safety of and substantially endanger entire communities; and

WHEREAS, wood roofs are a severe fire hazard and danger to the lives, health, property and safety of the residents of the City of San Rafael and the surrounding communities; and

WHEREAS, the City Council wishes to amend the San Rafael Municipal Code to address these dangers to the citizens of San Rafael and the surrounding community; and

WHEREAS, the City Council hereby finds and declares that five (5) years is a reasonable amount of time for all existing buildings or structures within the City of San Rafael with wood roofs to install roofs comprised of class A fire-resistant as required by the regulations adopted by this Ordinance; and

WHEREAS, the City Council finds that the local amendments to the 2019 California Construction Codes, as set forth in this Ordinance, are reasonably necessary because of climatic, geological and topographical conditions existing in the City, including strong wind conditions, dry weather and dry vegetation, that contribute to the loss or damage of open space and structures in the surrounding area resulting from wildfires;

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

DIVISION 2. AMENDMENT OF MUNICIPAL CODE.

Chapter 12.200 of the San Rafael Municipal Code entitled “California Building Code Amendments” is hereby amended as follows: The amendment to California Building Code Section 1505.1.3 contained in San Rafael Municipal Code Section 12.200.020 is hereby amended to read in its entirety as follows (*strikeouts show deletions from California Building Code and underlines show additions*):

1505.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure, where more than 50% of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class ~~C-A~~.

All roofs coverings that are not at least Class A, shall be a fire-retardant roof covering that is at least Class A by May 31, 2027.

DIVISION 3. AMENDMENT OF MUNICIPAL CODE.

Chapter 12.255 of the San Rafael Municipal Code entitled “California Residential Code Amendments” is hereby amended as follows: The amendment to California Residential Code Section R902.1.3 contained in San Rafael Municipal Code Section 12.255.020 is hereby amended to read in its entirety as follows (*strikeouts show deletions from California Residential Code and underlines show additions*):

R902.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure, where more than 50% of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof

covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class C-A and shall also comply with Section R337.5.

All roofs coverings that are not at least Class A, shall be a fire-retardant roof covering that is at least Class A by May 31, 2027.

DIVISION 4 FINDINGS.

California Health and Safety Code Sections 17958.5, 17958.7, and 18941.5 require that findings be made in order to change or modify building standards found in the California Building Standards Code based on local climatic, geologic, or topographic conditions. Therefore, the San Rafael City Council hereby finds that these changes or modifications to the California Building Code (“CBC”) as adopted in Chapter 12.200 of the San Rafael Municipal Code; and the California Residential Code (“CRC”) as adopted in Chapter 12.255; are reasonably necessary because of the following local climatic, geological and topographical conditions:

I. Climatic conditions:

- a) Most of the annual rainfall in San Rafael occurs during the winter, it receives no measurable precipitation between May and October. During this time, temperatures average between 70 and 90 degrees. These conditions eliminate most of the moisture in the natural vegetation and heavily wooded hillsides. The area also suffers periodic droughts that can extend the dry periods to other months of the year. These conditions can be further exacerbated by occasional off-shore hot, dry, Santa-Ana winds; all of which contribute to an elevated fire hazard.

II. Topographic conditions:

- a) Much of San Rafael is located in hilly areas, and many of the residential areas are heavily landscaped, and many exist adjacent to hilly open space areas which are characterized by dry vegetation and have limited access. In addition, the steepness of grades located in the hills and canyons results in narrow and winding roads, and limited water supply, making timely access, rescue and firefighting activities by emergency providers difficult.

More specifically, the above modified building standards are listed below with the corresponding climatic, geological or topographical condition which necessitates the modification.

CBC Section Number	Climatic, geological and topographical condition
1505.1	I(a), II(a)
CRC Section Numbers	
R902.1	I(a), II(a)

DIVISION 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

This Ordinance is exempt from the California Environmental Quality Act (CEQA), pursuant to 14 CCR Section 15061(b)(3), since it can be seen with certainty that there is no possibility that the adoption of this Ordinance may have a significant effect on the environment. (14

Cal. Code Regs. Section 15061(b)(3), 'general rule' provision) and pursuant to 14 CCR Section 15301 (minor alterations to existing structures).

DIVISION 6 SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The City Council of the City of San Rafael hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases shall be declared invalid.

DIVISION 7. PUBLICATION; EFFECTIVE DATE.

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


KATE COLIN, Mayor

Attest:


LINDSAY LARA, City Clerk

The foregoing Ordinance No. 2009 was introduced at a Regular Meeting of the City Council of the City of San Rafael, held on the 2nd day of May 2022, and ordered passed to print by the following vote, to wit:

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

and will come up for adoption as an Ordinance of the City of San Rafael at a Regular Meeting of the Council to be held on the 16th day of May 2022.


LINDSAY LARA, City Clerk

SUMMARY OF ORDINANCE NO. 2009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING CHAPTERS 12.200 AND 12.255 OF THE SAN RAFAEL MUNICIPAL CODE TO MAKE LOCAL AMENDMENTS TO CALIFORNIA BUILDING CODES TO REQUIRE THAT WOOD ROOFING BE REPLACED BY MAY 31, 2027

This Summary concerns a proposed ordinance of the City Council of the City of San Rafael, designated as Ordinance No. 2009, which will require the replacement of wood roofs by May 31, 2027. Ordinance No. 2009 is scheduled for adoption by the San Rafael City Council at its regular meeting of May 16, 2022. The City Clerk has been directed to publish this Summary pursuant to City Charter and California Government Code section 36933(c)(1).

SUMMARY OF ORDINANCE

Ordinance No. 2009 amends Chapter 12.200 and 12.255 of the San Rafael City Municipal Code to make local amendments to the California Building Code, establishing the requirement to replace all roof coverings that are not at least Class A, by May 31, 2027. This will further safeguard life, health, property, and public welfare by requiring minimum fire retardancy requirements for existing roof coverings. In addition, Ordinance No. 2009 will require the replacement of wood roofs which are a severe fire hazard and danger to the lives, health, property, and safety of the residents of the City of San Rafael and the surrounding communities.

The City Council's adoption of this ordinance allows San Rafael to build community resilience through the prevention of structural ignition in wildland fire situations. For a complete copy of the text of the Ordinance, please contact Wildfire Mitigation Project Manager Mary Skramstad at (415-485-3025) or mary.skramstad@cityofsanrafael.org. Copies of the Ordinance are also available for public review by contacting the City Clerk's office by email to city.clerk@cityofsanrafael.org.

/s/ Lindsay Lara
LINDSAY LARA
San Rafael City Clerk
Dated: 04/20/2022



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development Department

**Prepared by: Alicia M Giudice, AICP
Community Development Director**

City Manager Approval: _____

TOPIC: BIOMARIN DEVELOPMENT AGREEMENT

SUBJECT: RESOLUTION APPROVING THE 2ND ANNIVERSARY ANNUAL REPORT FOR THE EXECUTED DEVELOPMENT AGREEMENT (ORDINANCE NO. 1982) BETWEEN BIOMARIN PHARMACEUTICAL AND THE CITY OF SAN RAFAEL FOR THE DEVELOPMENT OF AN EXPANDED SAN RAFAEL CORPORATE CENTER (750-790 LINDARO STREET AND 781-791 LINCOLN AVENUE AND 999 3RD STREET); CASE NO.: P22-004

RECOMMENDATION:

It is recommended that the City Council Adopt the Resolution Approving the 2nd Anniversary Annual Report for the Executed Development Agreement (Ordinance No. 1982) Between BioMarin Pharmaceutical and the City of San Rafael for the Development of An Expanded San Rafael Corporate Center (750-790 Lindaro Street and 781-791 Lincoln Avenue and 999 3rd Street).

EXECUTIVE SUMMARY:

On [March 23, 2020](#), the City Council adopted Ordinance No. 1982 approving a Development Agreement (DA) between BioMarin Pharmaceutical (BioMarin) and the City of San Rafael. This DA permits the phased development and expansion of the San Rafael Corporate Center and the 999 3rd Street property with laboratory and research and development (R&D) buildings. The DA vests the land use and development entitlements/approvals for 10 years.

The procedures and requirements for reviewing and approving DAs are prescribed by City Resolution No. 6089. The procedures require periodic review to ensure that the project is proceeding in good faith and that the terms of the DA are being met. Ordinance No. 1982 specifically requires an annual review for this DA. This report presents the 2nd anniversary annual review, and a public hearing is required to solicit comments on the Annual Review Report. BioMarin has submitted an Annual Report (Attachment 2) which demonstrates progress and compliance with the terms of the DA. A draft resolution has been prepared (see attached Attachment 1) outlining findings that support the approval of this Annual Review Report.

BACKGROUND:

In 2012, BioMarin purchased the San Rafael Corporate Center (SRCC), a 15.54-acre campus of office buildings located south of Second Street. Since the initial purchase, BioMarin has built-out the original campus of buildings (five office buildings and two parking garages) and now occupies the campus with

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

corporate office, R&D, and laboratory uses. In 2015, BioMarin was granted entitlements to expand the SRCC campus to develop a sixth office/lab building on the surface parking lot west of Lindaro Street (755 Lindaro Street), and to expand the existing parking garage located east of Lincoln Avenue. This expansion has not been built.

In 2018, BioMarin purchased the three-acre site at 999 3rd Street, formerly owned and occupied by PG&E. This property, which also fronts on Lindaro Street and 2nd Street is contiguous to the SRCC. This three-acre site previously underwent a two-phased soils remediation project administered by both PG&E and BioMarin. The fully remediated site is now vacant and paved with asphalt.

BioMarin & Vivalon/EDEN Housing Development Approvals

On March 23, 2020, the City Council approved entitlements to redevelop the 999 3rd Street site and append this site to the SRCC for an expanded campus. BioMarin intends to develop the properties over a phased period to maintain its corporate campus and increase laboratory and research and development space. The City Council actions for this approval included the following:

- Certification of a Final Environmental Impact Report (FEIR).
- Expansion of the Planned Development (PD) zoning District adopted for the SRCC to encompass/incorporate the 999 3rd St. property. Within the expanded PD District, a General Plan Amendment was granted to allow for a new floor area ratio allowance (development intensity) to govern the expanded SRCC as one project site. The approvals also extended and incorporated the previously approved expansion of the SRCC campus, which, as noted above is the development of an office/lab building at 755 Lindaro Street and expanded parking garage.
- Approval of a Master Use Permit, Environmental and Design Review Permit, and Tentative Parcel Map. The Vesting Parcel Map divides the three-acre, 999 3rd Street into two parcels: a large parcel (116,680 square feet), and a small parcel (15,000 square feet) at the northwestern portion of the site.
- Approval of most of the 999 3rd Street site (large parcel reference above) for development of the expanded BioMarin campus with 207,000 sq. ft. of laboratory/research and development (R&D) and office space (split about equally between the two uses). This development is contained in two, 72-ft tall, four-story buildings. The ground floor is designed to provide amenities to support the BioMarin campus, which may include lobbies; an auditorium; conference rooms; a small café; and dining space. A useable roof top deck (above the ground floor between the two buildings) is proposed for employee use as noted in the concept drawing package.
- Approval of a senior center and senior housing on northwest portion of the property (15,000 square foot small parcel reference above) was allocated to Vivalon (formerly Whistlestop) and EDEN Housing was approved for development of a six-story building for a new senior center and senior housing (67 low-income rental units). The expanded PD District does not apply to this parcel.
- Approval of a Development Agreement (DA) (adopted on April 6, 2020) to vest the approvals for an extended period of time (10 years). The DA freezes the City's development fees at the current fee schedule rates in exchange for BioMarin providing certain public benefits (discussed below). The DA is applicable to the expanded BioMarin campus development only. Vivalon and EDEN Housing are not party to this DA, so the vesting does not apply to the senior center and senior housing.

A complete and detailed Background and Project Description discussion can be found in the [January 28, 2020 Planning Commission staff report](#) and the [March 23, 2020 City Council staff report](#). The Planning Commission and City Council meetings can also be viewed on the Meeting Agendas & Videos page, online at: <http://www.cityofsanrafael.org/meetings>. Referenced application material exhibits are also included within FEIR attachments, also online at: https://www.cityofsanrafael.org/999-3rd.

Terms of the Development Agreement

The DA afforded the City and the developer (BioMarin) the opportunity to negotiate terms and conditions, as well as public benefits, in exchange for the 10-year vesting of the project approvals. The executed DA, which can be accessed [here](#) includes the following list of the public benefits, as well as other obligations and requirements:

1. Northwestern Portion Donation. BioMarin is required to donate the 15,000 square foot northwestern parcel on the 999 3rd Street site to Vivalon (formerly Whistlestop). The donation is part of a land exchange; based on the final appraisals of the two properties exchanged and the delta in value reflected in those appraisals, BioMarin's donation to Vivalon is One Million Three Hundred and Thirty Thousand Dollars (\$1,330,000).
2. Remediation. For the benefit of development of a healthy aging campus and affordable senior housing, BioMarin is required to complete the second phase of the soil remediation for the 999 3rd Street Property by performing an investigation and cleanup under the State Department of Toxic Substance Control (DTSC) Voluntary Cleanup Program. BioMarin is responsible to fund this remediation (\$2,000,000). The total remediation costs for the entire three-acre site are over \$16,000,000.
3. Retail Space. BioMarin agreed to provide 3,500 square feet of retail space on a portion of the 999 3rd Street property (the actual layout and location of such space to be determined by BioMarin). The retail space is required to be open to the public during BioMarin's business hours (from 9 a.m. to 5:00 p.m.).
4. Public Plaza. BioMarin agreed to provide an approximately 6,000 square feet of landscaped plaza "Front Porch" located at the corner of 3rd Street and Lindaro Street (the actual layout of such plaza to be determined by BioMarin). This plaza is required to be open to the public from dawn to dusk.
5. Striping for Bike Lane. BioMarin is required to add striping for Class II Bike lane on Lindaro Street from 3rd Street to Andersen Drive or up to one mile of an equivalent section of roadway in San Rafael that is determined by the City to meet the City's Bicycle & Pedestrian Master Plan.
6. Restriping for Pedestrian Safety. BioMarin is required to improve pedestrian safety with restriping at the corner of Lindaro Street and 3rd Street.
7. Contribution for Traffic Light Synchronization. BioMarin is required to contribute \$500,000 to the City towards the synchronization of traffic lights along the 2nd and 3rd Street corridors to improve traffic flow or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This obligation may be payable in full at the first anniversary of the Effective Date, or \$125,000 each year for four (4) years (commencing on the first anniversary of the Effective Date), at the option and sole discretion of BioMarin.
8. Contribution for Shuttle Service. BioMarin is required to contribute \$400,000 to the City for purposes of implementing a first mile/last mile shuttle service or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This obligation shall be payable in increments of \$100,000 each year for four (4) years (commencing on the first anniversary of the Effective Date).

9. City's Use for Public Parking and Ancillary Uses. Upon the effective date of the DA and until BioMarin submits any construction related permit (grading, building, etc.) for either Building A or B, BioMarin is required to allow the City to utilize up to 70% of the surface area of the 999 3rd Street property (the exact layout to be reasonably negotiated and agreed to by the parties so as to maximize the utility of the portion to be used by the City and the remaining portion) for public parking and ancillary uses (such as food truck market, etc.) until such time as commencement of construction activities for either building on this property.
10. Donation of Lease to Vivalon. Upon BioMarin's acquisition of the Vivalon property at 648 Lindaro Avenue (land exchanged referenced above), BioMarin is required to donate to Vivalon a leaseback of 930 Tamalpais Avenue for three (3) years.

Additional Obligations. BioMarin agreed to the following additional obligations if certain timing milestones in the DA are not met:

- If construction on the 999 3rd Street property has not commenced by the sixth (6th) anniversary of the effective date of this DA, then BioMarin is required to construct the Class II Bike lane along Lindaro Street from 3rd Street to Andersen Drive (Item #5 Above) and required improvements to the 2nd Street and Lindaro Street intersection; and
- If construction of the second building at the 999 3rd Street property has not commenced by the eighth (8th) anniversary of the effective date of the DA, then the vesting of the entitlements for the SRCC expansion (approved office/lab building at 755 Lindaro Street) shall expire.

Continuing Obligations Relating to the Original SRCC Development Agreement. The 1998 DA executed for the SRCC campus (initially executed between Fair Isaac and the City of San Rafael) included the following ongoing obligations (in perpetuity), which were carried over into the current DA between the City and BioMarin:

1. Public Parking on Nights and Weekends. The Project shall continue to make available to the public parking on the western SRCC surface parking lot and garage (west of Lindaro Street) during evening and weekend hours.
2. Park Area. The Project shall continue to provide the publicly accessible park located along the south side of the SRCC campus (south of and between Building A at 750 Lindaro Street and Building B at 781 Lincoln Avenue). This park area shall open to the public from dawn to dusk. The public's use of the park area shall be subject the Reservation Rules and Policies on file with the City.
3. Conference Facility. The Project will continue to offer an after-business-hours publicly accessible, interior conference facility consisting of 2,500 square feet. At the sole option of BioMarin, this facility may be relocated from the current location on the SRCC property to a location within the 999 3rd Street property that provides substantially equivalent amenities and space, as determined upon the completion of the retail and plaza portions of the R&D Development Property. The public's use of the Conference Facility shall be subject to the scheduling, fee, priority use and rules, regulations and guidelines provisions set forth in the Reservation Rules and Policies on file with the City.

Annual Reporting. Upon the City's request, BioMarin is required to report to the City, no more frequently than once per calendar year, on the status of its development plans related to the DA.

ANALYSIS:

Annual Report on Development Agreement

Per City Resolution No. 6089, periodic review is required to ensure that the project is proceeding in good faith and that the terms of the DA are being met. Per the terms of the DA, BioMarin has submitted an Annual Report (Attachment 2), which represents the 2nd year anniversary status of the project. While the Annual Report states that there are no updates on the start of the project construction, it reports on the status of the DA terms and obligations. The following is the status of the key terms and obligations (listed above) that are pertinent to this 2nd year anniversary annual review:

- Northwestern Portion Donation (Item #1). BioMarin and Vivalon (previously Whistlestop) negotiated and executed a Charitable Contribution and Exchange Agreement on September 14, 2020 to effectuate BioMarin's donation of the northwest portion of the property for the benefit of development of a healthy aging campus and affordable senior housing. Parcel separation and transfer to Vivalon was completed on January 21, 2022. Based on the final appraisals of the two properties exchanged and the difference in value reflected in those appraisals, BioMarin's donation to Vivalon is One Million Three Hundred and Thirty Thousand Dollars (\$1,330,000).
- Remediation (Item #2). BioMarin has completed the remediation of the western portion of the 999 3rd Street property. Final site certification for the completed remediation (for the entire three-acre site) was provided by DTSC on March 24, 2021.
- Contribution for Traffic Light Synchronization (Item #7). BioMarin submitted a check in the amount of \$125,000 to the City of San Rafael in March 2022 as contribution towards the synchronization of traffic lights along the 2nd and 3rd Street corridors to improve traffic flow or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This is the second of 4 annual payments for a total of \$500,000.
- Contribution to Shuttle Service (Item #8). BioMarin submitted a check in the amount of \$100,000 to the City of San Rafael in March 2022. This contribution is to support the City of San Rafael implementing a first mile/last mile shuttle service or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This is the second of 4 annual payments for a total of \$400,000.
- City's Use for Public Parking and Ancillary Uses (Item #9). BioMarin negotiated a license agreement with the City San Rafael for temporary public parking and ancillary uses and the agreement was fully executed on February 2, 2022.
- Striping for Bike Lane. Developer is required to add striping for Class II Bike lane on Lindaro Street from 3rd Street to Anderson Drive or up to one mile of an equivalent section of roadway in San Rafael that is determined by the City to meet the City's Bicycle & Pedestrian Plan. This obligation will commence upon issuance of the certificate of occupancy for either building A or B.

BioMarin has demonstrated good faith in meeting the terms and obligations of the DA. As required by Resolution No. 6089, a resolution has been prepared (Attachment 1) for City Council adoption, which confirms compliance with the terms and obligations of the DA for this 2nd anniversary annual review.

Status of Vivalon/EDEN Housing Senior Center and Senior Housing

As discussed above, the Vivalon/EDEN Housing Senior Center and Senior Housing project was entitled concurrent with the BioMarin project approvals. However, Vivalon/EDEN Housing is not party to the

DA. This project has progressed through the City building permit process. Building permits have been issued and construction will commence this summer.

Environmental Review

As discussed above, the BioMarin and Vivalon/EDEN Housing development projects were subject to environmental review and a Final Environmental Impact Report was prepared and certified. As required by State law (California Environmental Quality Act), action on the annual review of the Development Agreement must be reviewed to determine if it is subject to environmental review. As the Annual Review is an informational report, it will have no physical impact on the environment, and is therefore exempt from environmental review per CEQA Guidelines under 14 CRR Section 15061(b).

FISCAL IMPACT:

This project is a private development and does not have a negative impact on the City budget given that the planning review and processing of these applications are subject to 100% cost recovery fees, paid for by the applicant.

As discussed above, the DA for the project will be subject to the City's development fees but the required fees and fee amounts are locked-in at the time the DA is executed. In exchange for the vesting of the fees, the DA obligates BioMarin to other financial contributions to the City which are discussed above.

OPTIONS:

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

1. Adopt Resolution to approve the Annual Report as recommended by staff;
2. Adopt Resolution with modifications; or
3. Continue the public hearing and require additional information, study, or analysis.

ATTACHMENTS:

1. Draft City Council resolution approving the Annual Review Report for the approved Development Agreement with BioMarin
2. BioMarin Annual Report, April 4, 2022

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING THE SECOND ANNIVERSARY ANNUAL REPORT FOR THE EXECUTED DEVELOPMENT AGREEMENT (ORDINANCE NO. 1982) BETWEEN BIOMARIN PHARMACEUTICAL AND THE CITY OF SAN RAFAEL FOR THE DEVELOPMENT OF AN EXPANDED SAN RAFAEL CORPORATE CENTER (750-790 LINDARO STREET AND 781-791 LINCOLN AVENUE AND 999 3RD STREET); CASE NO. P22-004 (APN'S: 011-265-01, 013-012-38 AND -39 AND 013-021-50, -51, -52 -53, -54, -55)

WHEREAS, on October 10, 2018, BioMarin Pharmaceutical (BioMarin), in conjunction with Vivalon (formerly Whistlestop)/EDEN Housing, submitted planning applications to the City of San Rafael Community Development Department for the development of the three-acre parcel located at 999 3rd Street (former PG &E property). The planning applications included: a) a General Plan Amendment (GPA18-001) and Zoning Text Amendment (ZO18-003); b) an amendment to the Planned Development (PD) District Amendment (ZC18-002); c) a Master Use Permit (UP18-034); d) an Environmental and Design Review Permit (ED18-087); e) a Development Agreement (DA19-001); f) a Small Subdivision/Tentative Parcel Map (S18-001); and g) and a Sign Program Amendment (SP18-006). These applications presented the development of two projects: BioMarin's proposal to build two, 72-foot tall, four-story laboratory/research and development buildings, totaling 207,000 sq. ft. on a 115,680 square foot portion of this site; and the Vivalon/EDEN Housing proposal to build a 67-unit, 70-foot tall, six-story senior center and affordable senior housing building on a 15,000 square foot portion of this; and

WHEREAS, the BioMarin applications included a request to incorporate its laboratory/research and development portion of the project into the existing, contiguous 15.5-acre San Rafael Corporate Center (SRCC) campus located south of 2nd Street. The application for the PD District amendment Z18-002 (referenced above) proposed to extend this District to include this 115,680 square foot portion of the 999 3rd Street site. The expanded SRCC campus would total 18 acres; and

WHEREAS, the Development Agreement DA19-001 application filed by BioMarin requested a 10-year time frame for buildout of the expanded campus approvals, which would freeze the development application and impact fees for this 10-year period. In exchange for this vested time period, BioMarin offered the City a series of public benefits as consideration for the Development Agreement. Vivalon/EDEN Housing was not party to this Development Agreement request; and

WHEREAS, a Development Agreement was drafted to incorporate the proposed terms and obligations for both parties. Further, it was processed in accordance with the requirements set forth in City Council Resolution No. 6089, which establishes the City's rules and regulations for the consideration of Development Agreements; and

WHEREAS, on March 23, 2020, through the adoption of ordinances and resolutions, the San Rafael City Council certified a Final Environmental Impact Report (FEIR) and approved the collective planning applications. This action included the approval of a Development Agreement through adoption of Ordinance No. 1982; and

WHEREAS, on April 13, 2020 the Development Agreement was executed; and

WHEREAS, the procedures and requirements for reviewing and approving Development Agreements are prescribed by City Council Resolution No. 6089. As the Development Agreement vests entitlement approvals for up to 10 years, the procedures require periodic review to ensure that the project is proceeding in good faith and that the terms of the Development Agreement are being met. Ordinance No.;1982 specifically requires an annual review of this Development Agreement through the 10-year term; and

WHEREAS, in May 2021, the City Council received and accepted its first anniversary annual review and determined that BioMarin had complied in good faith with the terms and the conditions of the Development Agreement during the first anniversary period; and

WHEREAS, on April 4, 2022, BioMarin submitted the second anniversary Annual Report, which provides information on the status of the project and compliance with the terms and obligations of the Development Agreement; and

WHEREAS, pursuant to Resolution No. 6089, on May 16, 2022, the City Council held a duly noticed public hearing to review the Development Agreement Annual Review Report prepared by the Community Development Department and considered all oral and written public testimony; and

WHEREAS, the custodian of documents which constitute the record of proceedings upon which this decision is based, is the Community Development Department; and

WHEREAS, pursuant to Resolution No. 6089, the City Council finds and determines based on substantial evidence presented in the Annual Review Report that the BioMarin, developer has complied in good faith with the terms and the conditions of the Development Agreement during this 2nd anniversary period of review;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of San Rafael does hereby approve the BioMarin Development Agreement Annual Review Report dated April 4, 2022.

I, LINDSAY LARA, the 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 16th day of May 2022, by the following vote to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

LINDSAY LARA, City Clerk



BioMarin Annual Report
R&D Development Agreement obligations

April 4, 2022



BioMarin Annual Report

Obligations Relating to the R&D Development Property

April 4, 2022

As required by the Development Agreement (“DA”), BioMarin is pleased to submit this annual report to provide an update on the current status of the new projects and compliance with the DA’s terms and obligations, due on the first anniversary of the Effective Date. While there are no updates on the start of construction of new R&D projects, the following addresses compliance with the obligations to date.

Northwestern Portion Donation. Developer shall donate the Northwestern Portion to Whistlestop as part of a land swap through which the delta in value of the swapped properties, as of a June 2018 appraisal, results in a One Million Two Hundred Thousand Dollars (\$1,200,000) donation. Developer shall donate the Northwestern Portion in its then current as-is condition, for development of a healthy aging campus and affordable senior housing.

*BioMarin and Vivalon (previously Whistlestop) negotiated and executed a Charitable Contribution and Exchange Agreement on September 14, 2020 to effectuate BioMarin’s donation of the northwest portion of the property for the benefit of development of a healthy aging campus and affordable senior housing. Parcel separation and transfer to Vivalon was completed on January 21, 2022. Based on the final appraisals of the two properties exchanged and the delta in value reflected in those appraisals, **BioMarin’s donation to Vivalon is One Million Three Hundred and Thirty Thousand Dollars (\$1,330,000).***

Remediation. For the benefit of development of a healthy aging campus and affordable senior housing, Developer shall complete the second phase of the soil remediation for the 999 3rd Street Property by performing an investigation and cleanup under the DTSC’s Voluntary Cleanup Program. Developer shall complete such second phase of remediation prior to commencement of construction and development activities for the R&D Development Property, resulting in out-of-pocket costs for Developer of over Two Million Dollars (\$2,000,000) and total remediation costs of over Sixteen Million Dollars (\$16,000,000).

BioMarin completed the remediation of the west portion of the property and received DTSC’s final site certification for the entire property on March 24, 2021.

Retail Space: Developer agrees that a portion of the R&D Development Property consisting of approximately 3,500 square feet of retail space (the actual layout and location of such space to be determined by Developer) (the “Retail Space”) shall be open to the public during Developer’s business hours (from 9 a.m. to 5:00 p.m.). This obligation shall commence upon the issuance of the certificate of occupancy for the Retail Space and when the Retail Space is open for business and continue until such time as the Retail Space is vacant because a tenant cannot be found despite commercially reasonable efforts to market the space at a commercially reasonable rent for three years.



This obligation will commence upon the issuance of the certificate of occupancy for retail space.

Public Plaza: Developer agrees to provide an approximately 6,000 square feet of landscaped plaza “Front Porch” located at the corner of 3rd Street and Lindaro Street (the actual layout of such plaza to be determined by Developer) that will be open to the public from dawn to dusk. This obligation shall commence upon the issuance of the certificate of occupancy for such plaza.

This obligation will commence upon the issuance of the certificate of occupancy for retail space.

Striping for Bike Lane: Developer shall add striping for Class II Bike lane on Lindaro Street from 3rd Street to Anderson Drive or up to one mile of an equivalent section of roadway in San Rafael that is determined by the City to meet the City’s Bicycle & Pedestrian Plan. This obligation shall be required at the time of the issuance of the first certificate of occupancy for either Building A or B, unless otherwise required by Section 4.11.1.

This obligation will commence upon issuance of the certificate of occupancy for either building A or B.

Contribution for Traffic Light Synchronization: Developer shall contribute \$500,000 to the City towards the synchronization of traffic lights along the 2nd and 3rd Street corridors to improve traffic flow or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This obligation may be payable in full at the first anniversary of the Effective Date, or \$125,000 each year for four (4) years (commencing on the first anniversary of the Effective Date and continuing for the next three (3) anniversaries of the Effective Date), at the option of Developer, in Developer’s sole discretion. In exchange for this \$500,000 contribution and in light of significant concerns about pedestrian safety and the fact that a parallel public path already exists, the City is eliminating a prior requirement that the Lindaro and Parking Expansion Project develop and maintain a trail along the backside of the Lincoln Avenue garage which is along southern edge of the campus abutting Mahon Creek.

BioMarin submitted a check in the amount of \$125,000 to the City of San Rafael in March 2022 as contribution towards the synchronization of traffic lights along the 2nd and 3rd Street corridors to improve traffic flow or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This is the second of 4 annual payments for a total of \$500,000.

Contribution for Shuttle Service: Developer shall contribute \$400,000 to the City for purposes of implementing a first mile/last mile shuttle service or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This obligation shall be payable in increments of \$100,000 each year for four (4) years (commencing on the first anniversary of the Effective Date and continuing for the next three (3) anniversaries of the Effective Date).

BioMarin submitted a check in the amount of \$100,000 to the City of San Rafael in March 2021. This contribution is to support the City of San Rafael implementing a first mile/last mile shuttle service or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This is the second of 4 annual payments for a total of \$400,000.



City's Use for Public Parking and Ancillary Uses. As of the Effective Date of this Agreement and until Developer submits any construction related permit (grading, building, etc.) for either Building A or B, the Developer shall allow the City to utilize up to 70% of the surface area of the R&D Development Property (the exact layout to be reasonably negotiated and agreed to by the parties so as to maximize the utility of the portion to be used by the City and the remaining portion) for public parking and ancillary uses (such as food truck market, etc.) (the "Temporary Public Parking Parcel") until such time as commencement of construction activities for either building on the R&D Development Property. City shall be financially and legally responsible for (i) any improvements or modifications to the R&D Development Property that

BioMarin negotiated a license agreement for temporary public parking and ancillary uses as noted above with San Rafael Assistant City Attorney, Lisa Goldfien .and the agreement (attached) was fully executed on February 2, 2022.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library & Recreation

Prepared by: Catherine Quffa
Library and Recreation Director

City Manager Approval: 

TOPIC: PUBLIC ART PROGRAM AND FORMATION OF THE PUBLIC ART REVIEW BOARD

SUBJECT: 1. ESTABLISHMENT OF PUBLIC ART PROGRAM
2. RESOLUTION APPROVING THE FORMATION OF THE PUBLIC ART REVIEW BOARD

EXECUTIVE SUMMARY:

In 2020, City staff received input from two local community groups expressing an interest in creating public art projects in the City. At that time, the only process available for establishing public art within the City included Environmental and Design Review, which can be a long and complicated process including Planning Commission review, which was not designed specifically to facilitate public art. The City Council directed staff to process the two public arts projects as part of a pilot program that would evaluate the possibility of establishing a permanent public art program within the City.

Staff developed a proposed Public Art Review Program based on the lessons learned from the pilot program, input received from the two public arts focus groups, research on public art review processes in other similarly sized cities, and input from a private consulting firm that specialized in public arts programs. This new program includes the creation of a public art review board, a public art review process, and public art selection criteria.

RECOMMENDATION:

Adopt a resolution approving the formation of the Public Art Review Board.

BACKGROUND:

On February 16, 2021, the City Council received [an Informational Report](#) that described the challenge these types of public art projects face in maneuvering the City's review process. Staff also provided an update on the two pending public art projects being proposed at the time: one in the Terra Linda neighborhood and one the Canal neighborhood (See Table 1).

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

TABLE 1: Public Arts Projects			
Project Proponents	Proposed Project	Additional Group Members	Proposed Location
Canal Arts Initiative	Canal Mural	Canal Alliance , SR Chamber of Commerce , Artworks Downtown , Marin Society of Artists , Storek Studio/Architecture	3301 Kerner Blvd
San Rafael Social Justice Community Art Group	Terra Linda Public Art Project	Youth in Arts , San Rafael community members	Arbor Park (Freitas & Las Gallinas)

In February of 2021, City Council adopted an ordinance amending San Rafael Municipal Code (SRMC) Section 14.25.040, allowing public art projects that undergo review through a separate review process to be exempt from Environmental and Design Review. The ordinance added the following language:

Public art installations on public or private property approved through a City-established public art program. For purposes of this section (14.25.040), "public art" is defined as all forms of art including, but not limited to: sculptures, murals, mosaics, and fountains, which are located on the exterior of a publicly owned facility or on a privately owned property when such artwork is placed in a location intended to be visible to the general public;

Through this amendment, the City Council authorized staff to proceed with a pilot public art review process for the two projects mentioned above. The pilot process included the formation of a temporary Public Art Advisory Group made up of local community art representatives, a member each of the Planning Commission and the Design Review Board, and a representative with diversity, equity & inclusion expertise. For the Terra Linda Public Art Project proposed for Arbor Park, a member of the Park & Recreation Commission was included as a member of the Advisory Group. The Advisory Group was created to discuss and provide feedback in a public forum on the two proposed public art projects and to provide an opportunity for members of the public to comment on proposed public art projects. The Advisory Group was an advisory body only and was formed in order to provide the City Council with their collective feedback on the public art projects that come forward during this pilot program. The City Council requested that staff provide an update on the effectiveness of the pilot program and a recommendation for establishing a permanent program.

Process and Status of Pilot Art Projects

Canal Arts Initiative

The Canal Arts Initiative includes a group of local volunteers, arts organizations and community-based organizations that serve the Canal neighborhood.

The group secured a grant from the [California Arts Council](#) to achieve the first major installation of color and art in Canal at 3301 Kerner Boulevard. The group worked with Canal Alliance, the Canal community, and local arts organizations to ensure the artistic concept for the mural was a community-driven process.

City staff then worked closely with the Canal Arts Initiative group members to assist with coordination and facilitation with City staff when needed. The proposed site was on the public facing wall of an existing Marin County building.

The Art installation was completed in July 2021, approximately five months after the City Council public art ordinance was approved on February 16, 2021. The completed art installation proved to be a successful community led effort that was funded, facilitated and administered primarily by the Canal Arts Initiative and its coalition of committed participants.

Canal Arts Initiative – Canal Mural



Terra Linda Social Justice Community Art Group

The San Rafael Social Justice Community Art Group came together in fall 2020 in response to the chalk art mural created at the intersection of Manuel T. Freitas Parkway and Las Gallinas Avenue over the summer of 2020. The chalk mural, honoring the life of Breonna Taylor, was removed per City policy to keep public property clear of markings. A coalition of concerned citizens then organized together and created the group to work on a public art project.

The group is comprised of 11 arts and community members who live and work in San Rafael. In addition, the group partnered with [Youth in Arts](#) (YIA), a San Rafael based non-profit to provide expertise, fundraising, and a youth component to the project. The project's focus was to create artwork that includes a positive message to celebrate the core themes of Justice, Equity, Diversity, and Inclusion (JEDI) through the lens of a Marin-based black, indigenous and people of color (BIPOC) perspective.

In addition, the group wanted to demonstrate that art is a representation of the collective community, to help community members heal, learn, and feel hope and unity. To that end, the creation of the art piece itself included an educational and awareness component.

The group selected Arbor Park, a small parkette at the southwest corner of the intersection of Manuel T. Freitas Parkway and Las Gallinas Avenue as the location for the artwork given its proximity to the chalk art mural mentioned above. Arbor Park is a City parkette (a small park) that consists of a few benches, a grass area, and a walking path. The park is highly visible to cars and pedestrians who travel in Terra Linda along Manuel T. Freitas, the main thoroughfare for the neighborhood.

A [Call for Artists](#) was issued by the group on January 15, 2021. The group received several applications and selected an accomplished local artist, Orin Carpenter, to prepare the artwork. Along with YIA, Orin Carpenter mentored ten youth artists who collaborated on a mural that represented concepts around the words, "Liberty, Freedom, and Justice." The mural, which was unanimously approved by the City Council at the [August 16, 2021 City Council meeting](#), will be installed in a large public display to be exhibited across three large, upright panels in Arbor Park. The group has convened with City staff, an architect and a construction contractor to prepare Arbor Park for the installation of the mural display, which is in the final planning stages for installation.

Mural that will be displayed in Arbor Park: "Regeneration"



ANALYSIS:

As discussed in the background section, the City Council directed staff to proceed with processing two public arts projects as part of a pilot program. Staff developed the *Proposed Public Art Review Program* described below.

In an effort to determine the best approach to formalizing the pilot program, staff conducted focused group discussions in early 2022 with both community groups to receive input on the process that was followed during the pilot program. The following describes the input received from each of the focus groups.

Canal Arts Initiative

The Canal Arts Initiative focus group indicated that although the pilot project was successful, each of the many arts groups in San Rafael still require assistance from the City of San Rafael to complete more public art projects in the San Rafael community. Focus group participants indicated a lack of coordination in applying for public arts grants across the County, and that the lack of an official public arts board caused confusion. Participants noted that although the pilot project was a good first step towards a future public-private partnership, they hoped that the City of San Rafael could provide more financial assistance, grant writing and letters of support for public arts projects proposed by the many arts groups located in San Rafael.

Participants also requested that any structured, official public arts board be specific about how it will incorporate and review public art proposals that reflect the diversity of all of San Rafael's community members. Several participants noted that any proposed board should include artists with the technical experience and understanding on how to execute a successful public arts project such as a large-scale mural, sculpture or integrated architectural or landscape architectural work.

Terra Linda Social Justice Community Art Group

Participants were grateful and appreciative of the quick responsiveness from City staff in response to community requests to respond to social justice issues that had occurred in cities nationwide in 2020. Participants expressed how much they value the partnership with City staff and local arts groups and felt the project to be a powerful unifying force in the community that they are eager to celebrate and commemorate for years to come. Several participants noted that the success of the project was directly correlated with the integral collaboration with one local arts nonprofit (Youth in Arts), and that additional resources from other local arts-based nonprofits could facilitate more public art projects.

Although most participants in the group were not professional artists or involved directly in the arts, the group did raise funds to commission a local artist, who helped the youth create a mural consistent with the group's identity and message. The commissioned artist was very grateful and appreciative of the City's efforts to guide the project through the complicated steps of commissioning public art in the City, and for respecting several local artists' time and artistic direction.

Participants requested a future list of preapproved sites or potential locations for future projects and requested City sponsorship for grants. Several members also noted the need to intentionally include diverse stakeholders from across the City of San Rafael. Participants also requested City assistance for venues to showcase art, as well as the request to partner in beautification efforts in Downtown or in empty storefronts. Each of these suggestions and takeaways were considered by staff and taken into consideration in the proposed public arts program.

Public Art Programs - Research from other Cities

Of the cities in Northern California that currently operate a public arts program, staff selected ten that were most comparable to San Rafael in terms of size and/or geography and that had a well-developed public art process. Staff gathered a range of information on existing programs, including: the make-up of different types of governing bodies, what types of policies and documents are used for planning and decision-making, which City departments administer the public art programs, what is involved in the review process for public art projects, potential funding sources, and criteria used for reviewing public art proposals.

Consulting Firm Recommendations

The City hired Cultural Planning Group (CPG), an organization that specializes in public art planning on the development of the proposed Public Art Review Program. CPG has significant experience in all aspects of public art planning, including developing a new program, creating a master plan for an existing program, and defining the future for a mature, successful program.

Staff worked with CPG to develop a proposed Public Art Review Program that incorporates best practices and lessons learned from CPG's experience in the field. CPG provided significant input to the design of the program. Specifically, CPG's recommendations addressed the following areas:

- Definitions of Public Art
- Public Art Review Board roles and responsibilities, authority, membership criteria, and meeting frequency
- Selection Guidelines, including project readiness, community engagement, maintenance, and design requirements
- Establishing a timeframe for all projects, with the understanding that all artwork installed on public property will be considered temporary

CPG noted that considering all artwork to be temporary is a novel approach that provides a number of benefits and flexibility, particularly given that the City will not be purchasing or funding the artwork. Since this is a new approach the guidelines may need some adjustments and updates in various areas as the city goes through implementation.

Proposed Public Art Review Program

Staff proposes the establishment of a program that includes a public art review board, a public art review process, and creation of public art selection criteria as described below.

Establishment of Public Art Advisory Board

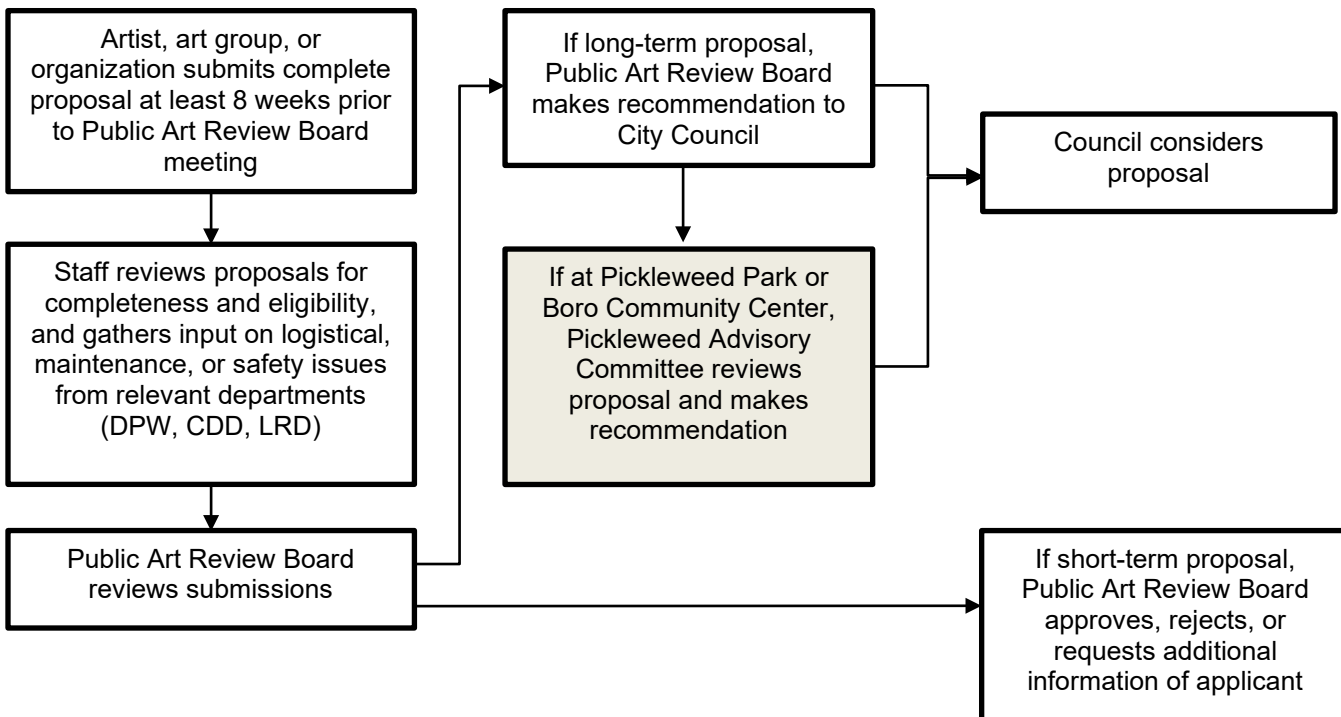
Staff recommends establishment of a Public Art Review Board (Board) that would serve as an advisory board. Their primary responsibilities would be to oversee the public art review process and to advise the City Council on selection of public art. The Board would be staffed by the Library and Recreation Department. Membership would consist of 5 members, including one (1) Design Review Board Member, one (1) Park & Recreation Commissioner, and three (3) at large voting members. In addition, individual councilmembers will participate as a non-voting liaison when public art is proposed within that councilmember’s district.

The Board would meet quarterly and would be responsible for providing recommendations to the City Council regarding long-term (greater than one year) public art installations and for approving applications for temporary (one year or less) public art exhibitions. Attachment 3 provides more detail on the roles, responsibilities, and selection criteria and process for Board members.

Establishment of a Public Art Review Process

The Public Art Review Process would be used to review all art projects proposed for property that is owned, occupied, or managed by the City. Applications would be accepted on a rolling basis and would be required to be submitted eight (8) weeks prior to a publicly noticed Board meeting.

The below flow chart outlines the steps in the proposed Public Art Review Process.



Establishment of Public Art Selection Criteria

The proposed Public Art Review Guidelines established a set of criteria by which the Board would review public art projects and base their recommendations. These criteria provide transparency in the decision-making process and ensure the community understands what is required of successful public art applications.

The criteria include:

- Project readiness
- Qualification of artist(s), artist teams, or project manager
- Funding
- Community Engagement
- Maintenance
- Design
- Diversity

Attachment 3 (Proposed Public Art Review Guidelines) provides greater detail as to what the Board would be looking for in each of these criteria. It is important to note that the majority of the criteria address issues of feasibility and logistics and the focus of the Board's decisions will be based on the ability of the applicant to successfully complete the project, efforts made to solicit support from the surrounding community, the maintenance requirements, and the appropriateness of the project for the given site. The criteria that address the content of the artwork prohibit themes interpreted as derogatory as to race, religion, sexual orientation, natural origin, or physical or mental disability; those that contain subject matter that is religious, sexual, or that promotes a political candidate or includes political text; and content considered obscene or indecent.

Implementation

If approved by the City Council, staff will quickly open a recruitment for the at-large members and work with the Design Review Board and Park & Recreation Commission to select members for the Public Art Review Board. Assuming sufficient applications are received, it is estimated that the recruitment and selection process would take approximately six to eight weeks. Based on that timeline, staff would target a date in late July or early August for the first meeting of the Board.

Once the Board is developed, receiving applications, and implementing the proposed review process, staff and Board members will regularly evaluate the program to determine if there are opportunities for it to be adapted or strengthened. As this is a new program for the City, the implementation will be a continuous learning process and staff expect to iterate on the program design in future years.

COMMUNITY OUTREACH:

Community outreach was conducted for both public art projects. Notices were sent to residents and businesses within 300 feet of the proposed project sites at Arbor Park and in the Canal neighborhood. Signs were also posted at these sites with additional information regarding the upcoming public hearing. This allowed opportunity for public involvement, however, neither project resulted in much public participation other than participation from members of the focus groups.

For the development of the Public Art Review program, the City conducted focus groups with organizations and individuals that participated in the two pilot projects to receive input/feedback on the process and recommendations for establishing a permanent public art program. The draft Public Art Review Guidelines were also shared with these groups and their input received to date has been incorporated into the proposed program.

Additionally, the program itself requires that applicants conduct outreach to the communities surrounding project locations, utilizing a tiered approach depending on the longevity and location of the proposed art projects. Further, depending on the size and scope of the application, staff will determine if further outreach is necessary prior to the Public Art Review Board meetings.

FISCAL IMPACT:

While this action will require existing staff time for the review of applications and the administration of the Public Art Review Board, there is no predicted budget impact as the program is currently designed.

OPTIONS:

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

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

RECOMMENDED ACTION:

Adopt a resolution approving the formation of the Public Art Review Board.

ATTACHMENTS:

1. Resolution
2. Exhibit A to the Resolution: Public Art Review Board Bylaws
3. Proposed Public Art Review Guidelines

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING THE FORMATION OF THE PUBLIC ART REVIEW BOARD

WHEREAS, on February 16, 2021, the City Council received a report regarding Public Art Projects in the Terra Linda and Canal Neighborhoods and a proposed path for reviewing public arts projects as part of a pilot public arts program; and

WHEREAS, on February 16, 2021, the City Council also adopted an ordinance amending San Rafael Municipal Code, (SRMC) Section 14.25.040 to provide an avenue for exempting from Environmental and Design Review, certain types of public art installations that are approved through a City-established public art program; and

WHEREAS, subsequent to the Council Action, the City began processing two public art projects: Terra Linda Public Art Project and the Canal Mural Project; and

WHEREAS, the City worked with the two public art projects to pilot a review process and to develop a streamlined public art review program; and

WHEREAS, staff have gathered lessons learned from the pilot processes, conducted research on public art programs in other cities, and engaged a consultant that specializes in public art programs to develop a Public Art Program designed to meet the current needs of the City of San Rafael; and

WHEREAS, a critical component to the development of a Public Art Program is the establishment of a Public Art Review Board with clear and transparent criteria for the review of public art; and

WHEREAS, on May 16, 2022, the City Council held a duly noticed public meeting and was presented a proposed framework for establishing a permanent public arts program within the City, and accepted public testimony; and

WHEREAS, the City Council, finds that establishment of a public arts program is consistent with the Arts and Culture Element of the General Plan including the following policies:

- Policy AC-1.1: Cultural Center of Marin
Continue to promote San Rafael as the hub of arts and culture in Marin County.
- Policy AC-1.2: Arts Programming
Encourage and support an array of cultural arts programs and activities addressing the needs and interests of the whole community
- Policy AC-1.3: Partnerships
Promote and strengthen partnerships and collaborative arts programming with local artists, schools and institutions of higher learning, community-based organizations, the County of Marin, the private sector, and non-profit arts organizations.
- Policy AC-1.4: Inclusive Activities
Encourage activities, entertainment and events that reflect San Rafael's diverse cultural heritage and population. Programming should be inclusive of all ages, ethnicities, genders, abilities, and socioeconomic groups. Participation in the arts should be supported as a

way to promote intercultural understanding, and to bridge differences and forge unity. All residents should have access to arts and cultural activities.

- Policy AC-1.5: Public Art
Promote a stimulating and engaging environment through the greater display of public art, including both temporary and permanent works. Locations throughout the city should be considered.
- Policy AC-1.6: Space for the Arts
Encourage and promote the creation of public and private arts and cultural space in the city, such as galleries, theaters, indoor and outdoor performance spaces, music venues, and cultural centers.
- Policy AC-1.9: Arts-Supportive Environment
Create an environment that is supportive to arts professionals.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of San Rafael hereby establishes the Public Art Review Board and establishes the responsibilities and duties of the Public Art Review Board members as specifically delineated in Exhibit "A" attached hereto and incorporated herein.

BE IT FURTHER RESOLVED, the City Manager or their designee is authorized to approve contracts, waivers, insurance, and other documentation needed to implement the program.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, California, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of the City of San Rafael held on the 16th day of May 2022, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

PUBLIC ART REVIEW BOARD BYLAWS

ARTICLE I. NAME AND PURPOSE

Section 1.1. Name. The name of this body shall be the City of San Rafael Public Art Review Board, hereinafter referred to as the "Public Art Review Board," or the "Board."

Section 1.2. Purpose. The Public Art Review Board's purpose is to help administer the public art review process and to advise the City Council on public art installations.

Section 1.3. Committee Responsibility. The Public Art Review Board's authority over long-term art proposals (greater than one year) is advisory only and the Board will issue a recommendation to City Council to approve or reject a proposal. For short-term art proposals, the Public Art Review Board has the authority to approve exhibitions. At staff's discretion, certain short-term projects may be required to obtain City Council approval, depending on project impact.

The Public Art Advisory Committee's responsibilities shall be in accord with these Bylaws, as amended from time-to-time by the City Council.

The responsibilities and duties of the Public Art Review Board shall be as follows:

1. Work with Staff in the review and approval of public art projects.
2. Review all proposals for public art and recommend select projects to City Council for approval.
3. Monitor the overall development of public art projects, encouraging balance over time with respect to background, gender, and other identities of artists selected and also with respect to styles of expression, media, and genre.
4. Provide opportunities for community input and resident participation.
5. To use the following Public Art Review Criteria in evaluating all public art proposals:
 - a. Project Readiness: Projects can demonstrate readiness through completeness of design, skill/experience of the artist(s) or project manager(s), secured funding for art piece and cost of installation, successful community engagement, identification of an appropriate site, and proposed schedule. The Public Art Review Board may encourage an applicant to reapply, if they deny a proposal as not sufficiently ready but with specific promise to demonstrate future readiness.
 - b. Qualifications: Artists, artist teams, or project manager must be able to demonstrate, through past work – as evidenced in a resume, portfolio, and reference – their ability to create quality artwork and act with the utmost professionalism. In most cases, artists have considerable training and experience working professionally at and have been

- compensated for their art. For certain projects, the City will consider emerging or non-professional artists, who are working under the guidance of a professional mentor or art teacher.
- c. Funding: Projects should have a funding source identified and project implementation will be contingent upon receipt of full funding for the project. The City does not provide project funding for public art.
 - d. Community Engagement: Proposed projects that have completed their own public engagement process will be prioritized.
 - i. For long-term projects (installation planned for more than one (1) year): A minimum of one (1) public meeting and three (3) letters of support are recommended. Successful public meetings might involve the local homeowner's association (HOA), neighborhood associations, or business owners. The Public Art Review Board must be informed of these meetings ahead of time and allowed to opportunity to attend.
 - ii. For short-term projects that are viewable within the public right-of-way: A minimum of two (2) letters of support is recommended.
 - iii. In both instances, it is recommended that one of the letters of support be from the local homeowners' association (HOA) or neighborhood association, if applicable.
 - iv. Short-term projects inside a public facility are not required to conduct community engagement, outside of that undertaken through the Public Art Review Board process.
 - e. Maintenance: Works of art will have reasonable maintenance requirements and these requirements shall be compatible with routine City maintenance procedures. For projects that require more maintenance than current City budgets and staffing allow or a specific expertise, the project must set aside sufficient maintenance funding for the duration of the project and must develop an agreement for maintenance to be performed by private parties, as approved by City staff.
 - f. Design: Works of art will be designed in consideration of the relevance and appropriateness of the work to the context of the site and in alignment with public safety and decency.
 - i. The artwork will not portray themes that may be interpreted as derogatory as to race, religion, sexual orientation, natural origin, or physical or mental disability. The artwork will not contain content, signage, names, logos, or subject matter that could be construed as advertising or as religious or sexual in nature nor will it promote a political candidate or include political text. Any content considered obscene or indecent by community standards will be denied.
 - ii. The design of the artworks will take into consideration issues associated with public spaces such as security, theft, vandalism, etc.
 - iii. The design of the artworks will consider the specific needs and use patterns of the public space in which they will be located. For example, in parks, works of art will not block critical view corridors

- or impede public usage of key open space.
- g. Diversity: Artists and the City's public art collection should reflect the diversity of San Rafael's community. The Public Art Review Board shall monitor the overall development of public art projects, encouraging balance in the City's collection over time with respect to background, gender, and other identities of artists selected and also with respect to styles of expression, media, and genre.

ARTICLE II. MEMBERSHIP

Section 2.1. Number of Members. The Public Art Review Board shall consist of five (5) voting members as follows: three (3) at-large members, one (1) representative from the Design Review Board, and one (1) representative from the Park and Recreation Commission. The Councilmember in whose district the public art is proposed will participate as a non-voting liaison to the City Council as part of the selection process.

Section 2.2. Eligibility. Members of the Committee shall be at least 18 years of age and reside within the City limits. The three (3) at-large members shall reflect the diversity of San Rafael, with professional qualifications in the visual arts and/or civic design, such as artists, architects, landscape architects, arts educators, arts administrators, urban designers, urban planners, or owners/managers of a creative business.

Section 2.3. Compensation. Committee members serve without compensation.

Section 2.4. Appointment of Committee Members. The representatives from the Design Review Board and the Park and Recreation Commission will be selected by the Design Review Board and the Park and Recreation Commission, respectively, on a biannual basis. The at-large members will be selected by the City Council.

Section 2.5. Terms of Appointment. The at-large Board members will serve a maximum of two (2) four (4) year terms. The representatives from the Design Review Board and the Park and Recreation Commission shall serve a term of two (2) years, but not more than two consecutive terms. However, if there is a vacancy, the Design Review Board and the Park and Recreation Commission have the authority to extend the current representative's term at their discretion. Board Members serve at will and are subject to appointment and/or removal at the discretion of City Council.

Section 2.6. Absence and Removal. An unexcused absence from two (2) consecutive Committee meetings without notification to the Staff Liaison, or six absences (whether excused or unexcused) in any term, shall be considered a voluntary resignation from the Committee. Committee members who had previously resigned may be eligible for reappointment to the Committee.

Section 2.7. Conflict of Interest. A member of the Board who has a financial, business, familial or romantic relationship regarding a matter coming before the Board

shall disqualify themselves from all participation in that matter.

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. Public meetings shall be held a minimum of four (4) times per year but may meet more frequently or on an ad hoc basis, as needed. Quarterly meetings shall be scheduled annually with the quarterly meeting schedule for the upcoming year will be set by November of the previous year.

City of San Rafael

Public Art Review Guidelines

DRAFT

Introduction

The City of San Rafael recognizes the critical value that public art provides to our community. Public art is accessible and free for all to enjoy. From providing cultural enrichment to driving economic development, public art plays an important role in developing thriving, vibrant communities. In 2017, the City of San Rafael's Downtown corridor was selected as one of ten California Cultural Districts by the California Arts Council. The arts district provides a unique place to create and appreciate arts and culture – San Rafael arts partners provide programming for people to come together, make connections, and get involved in the larger community.

Recently, the City has experienced an increase in interest in public art projects from the community, with individuals and groups across the City exploring opportunities to develop public art projects. In response to this increase in demand, the City of San Rafael is looking to partner with and support those interested in pursuing public art projects.

To facilitate the public art approval process, the City has developed a Public Art Review Board (Board) and a streamlined Public Art Review Process. This document outlines the roles and responsibilities of the Board, along with the process and selection criteria for those interested in partnering with the City on a public art project. As the City moves forward with this new program, there will be ongoing review and iteration to build a strong program that is responsive to community needs and that incorporates lessons learned.

Definitions of Public Art

Art, Work(s) of Art or Art Works

The objects or activities resulting from the application of skill and taste to production of tangible objects, designs, performances, and/or environments according to aesthetic principles, including, but not limited to: painting, sculptures, engravings, carvings, frescoes, murals, collages, mosaics, statues, tapestries, photographs, drawings, crafts, installations, digital and light-based works, fabric, and textile works, earthworks, performance art, and conceptual works.

Public Art

Works of art, both publicly and privately owned, which are located on property that is owned, occupied, or managed by the City.

Public Art Review Board

The Public Art Review Board (the Board) is the entity appointed by the City Council to help administer the public art review process and to advise the City Council on public art installations.

Role and Responsibilities

The Public Art Review Board will:

- Work with Staff in the review and approval of public art projects.
- Review all proposals for public art and recommend select projects to City Council for approval.

- Monitor the overall development of public art projects, encouraging balance over time with respect to background, gender, and other identities of artists selected and also with respect to styles of expression, media, and genre.
- Provide opportunities for community input and resident participation.
- Use the criteria established in the City’s Public Art Review Process to:
 - Provide recommendations to City Council regarding long-term (greater than one year) public art installations.
 - Approve applications for short-term (one year or less) public art exhibitions. At staff’s discretion, certain short-term projects may be required to obtain City Council approval, depending on project impact.

Membership

The Public Art Review Board membership will consist of:

- A total of 5 voting members including:
 - One Design Review Board voting member
 - One Park & Recreation Commission voting member
 - Three at large voting members that reflect the diversity of San Rafael, with professional qualifications in the visual arts and/or civic design, such as artists, architects, landscape architects, arts educators, arts administrators, urban designers, urban planners, or owners/managers of a creative business.
 - Members of the Board shall be at least 18 years of age and reside within the City limits.
- The Councilmember in whose district the public art is proposed will participate as a non-voting liaison to the City Council as part of the selection process.

The at-large members will be selected by the City Council and will serve a maximum of two (2) four (4) year terms. The representatives from the Design Review Board and the Park and Recreation Commission will be selected by the Design Review Board and the Park and Recreation Commission, respectively, and will serve a maximum of two (2) two (2) year terms. However, if there is a vacancy, the Design Review Board or Park and Recreation Commission has the authority to extend the current representative’s term at their discretion. Board Members serve at will and are subject to appointment and/or removal at the discretion of City Council. Board members will select a Chair and Vice Chair, who will serve two (2) year terms.

Meetings

The Board holds publicly noticed meetings on a quarterly basis but may meet more frequently or schedule ad hoc meetings, as needed. A member who fails to attend two (2) consecutive meetings without notifying the staff liaison, or six (6) absences in any term, shall automatically be removed from the board, and the City Council shall promptly fill that vacancy.

Conflict of Interest

A member of the Board who has a financial, business, familial or personal relationship regarding a matter coming before the Board shall disqualify themselves from all participation in that matter.

Public Art Review Process

The City of San Rafael welcomes proposals for the creation and display of public artworks and exhibitions on property that is owned, occupied, or managed by the City.

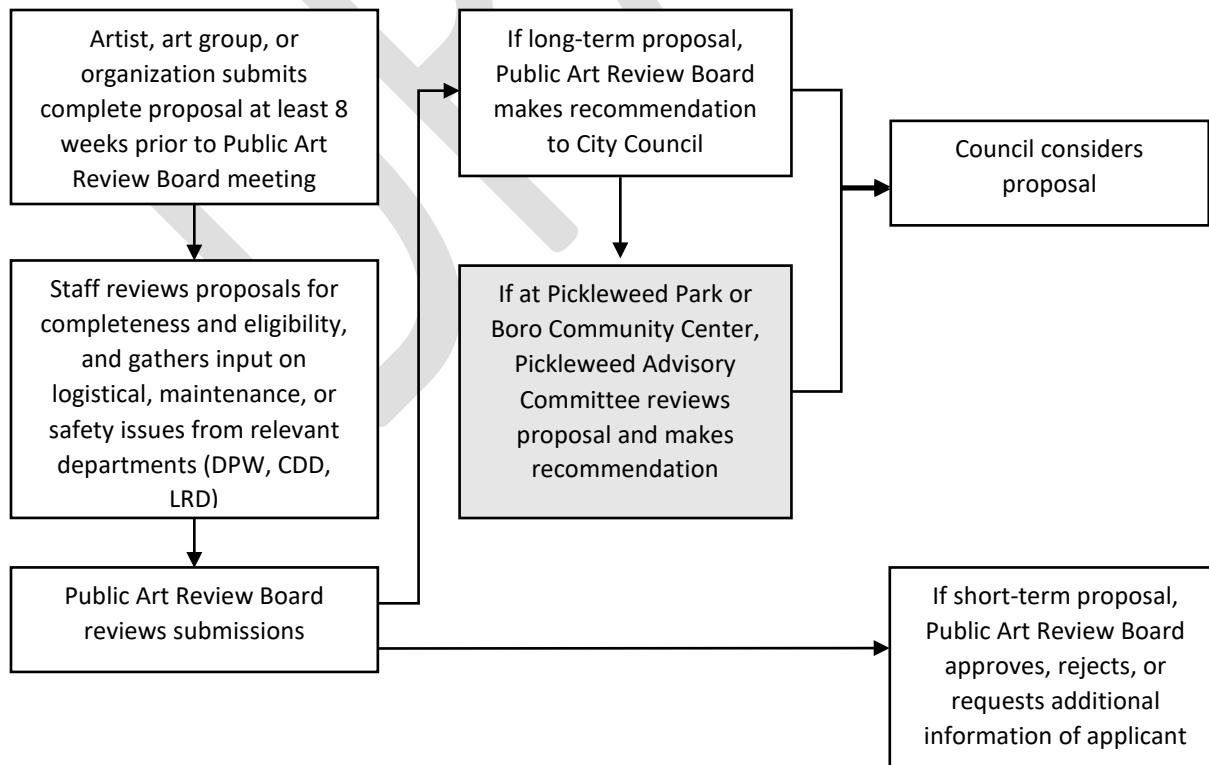
The Public Art review process is overseen by the Public Art Review Board, with support from the Library and Recreation Department. The process encompasses both short-term (one year or less) and long-term (more than one year) projects. Those seeking letters of support from the City for a project or grant application would also utilize this process.

Process Overview

For short-term proposals, the Public Art Review Board has the authority to approve exhibitions. For long-term projects, the Public Art Board will issue a recommendation to City Council to approve or reject a proposal. At staff's discretion, certain short-term projects may be required to obtain City Council approval, depending on project impact.

Completed proposals must be received no later than eight (8) weeks prior to the Public Art Review Board meeting at which they will be reviewed. Proposals will be deemed complete at the discretion of staff. The Public Art Review Board holds quarterly public meetings, with an annual schedule of meetings and proposal deadlines published on the City's website. The Board may meet more frequently or schedule ad hoc meetings, as needed.

This flow chart outlines the steps in the public art review process.



Public Art Selection Criteria

The Public Art Review Board will use the following criteria when reviewing and prioritizing submissions for art on public property.

Project Readiness: Projects can demonstrate readiness through completeness of design, skill/experience of the artist(s) or project manager(s), secured funding for art piece and cost of installation, successful community engagement, identification of an appropriate site, and proposed schedule. The Public Art Review Board may encourage an applicant to reapply, if they deny a proposal as not sufficiently ready but with specific promise to demonstrate future readiness.

Qualifications: Artists, artist teams, or project manager must be able to demonstrate, through past work – as evidenced in a resume, portfolio, and reference – their ability to create quality artwork and act with the utmost professionalism. In most cases, artists have considerable training and experience working professionally at and have been compensated for their art. For certain projects, the City will consider emerging or non-professional artists, who are working under the guidance of a professional mentor or art teacher.

Funding: Projects should have a funding source identified and project implementation will be contingent upon receipt of full funding for the project. The City does not provide project funding for public art.

Community Engagement: Proposed projects that have completed their own public engagement process will be prioritized.

For long-term projects (installation planned for more than one (1) year):

- A minimum of one (1) public meeting and three (3) letters of support are recommended. Successful public meetings might involve the local homeowner's association (HOA), neighborhood associations, or business owners. The Public Art Review Board must be informed of these meetings ahead of time and allowed the opportunity to attend.

For short-term projects that are viewable within the public right-of-way:

- A minimum of two (2) letters of support is recommended.

In both instances, it is recommended that one of the letters of support be from the local HOA or neighborhood association(s), if applicable. Short-term projects inside a public facility are not required to conduct community engagement, outside of that undertaken through the Public Art Review Board process.

Maintenance: Works of art will have reasonable maintenance requirements and these requirements shall be compatible with routine City maintenance procedures. For projects that require more maintenance than current City budgets and staffing allow or a specific expertise, the project must set

aside sufficient maintenance funding for the duration of the project and must develop an agreement for maintenance to be performed by private parties, as approved by City staff.

Design: Works of art will be designed in consideration of the relevance and appropriateness of the work to the context of the site and in alignment with public safety and decency.

- The artwork will not portray themes that may be interpreted as derogatory as to race, religion, sexual orientation, natural origin, or physical or mental disability. The artwork will not contain content, signage, names, logos, or subject matter that could be construed as advertising or as religious or sexual in nature nor will it promote a political candidate or include political text. Any content considered obscene or indecent by community standards will be denied.
- The design of the artworks will take into consideration issues associated with public spaces such as security, theft, vandalism, etc.
- The design of the artworks will consider the specific needs and use patterns of the public space in which they will be located. For example, in parks, works of art will not block critical view corridors or impede public usage of key open space.

Diversity: Artists and the City's public art collection should reflect the diversity of San Rafael's community. The Public Art Review Board shall monitor the overall development of public art projects, encouraging balance in the City's collection over time with respect to background, gender, and other identities of artists selected and also with respect to styles of expression, media, and genre.

Timeframe for Artworks

For artworks on City property, all works approved by the Public Art Review Board shall be considered temporary installations, with specific provisions regarding future disposition. The Board shall determine the timeframe for the artwork to be displayed with input from the artist, after which the artwork will be reviewed and the timeframe extended, the work purchased, donated, removed, or moved. It is anticipated that some artworks will have a timeframe of five or ten years, while others may be longer-term. Setting a timeframe allows for both artist and the City to define the terms of display and to reassess the work within its larger context, such as changes to the site/location, in the community, to the artwork itself, and other factors. The Board shall set review criteria for reviewing future actions in relation to the artwork at the end of the work's timeframe.

Criteria for Reviewing Artwork Upon Completion of Timeframe

When the negotiated timeframe for a work of art has expired, the City will act in accordance with the terms of the artist agreement. Under the agreement it may, in its discretion, choose to extend the time period of the work, make it a permanent part of the collection, accept it as a donation, or purchase, remove, or move it. The Board will decide according to the following criteria, which would support continuation of the artwork.

- The community supports the continued presence of the artwork.
- The artwork is of high artistic quality and/or offers alternative artistic value, such as an educational piece.
- The artwork and/or artist add to the diversity of the collection.

- Maintenance and conservation of the artwork are manageable.
- The site is and will continue to be City property and a suitable location for the artwork.

Criteria for Removal of Art Works

At any time, a work of art may be removed at City's sole discretion for one or more of the following reasons:

- The condition or security of the artwork cannot be reasonably guaranteed.
- There is an emergency event such as a fire, storm, or other climate-related event.
- The artwork is damaged, and repair is infeasible, or the cost of repair is disproportionate to the value of the artwork.
- The artwork requires unanticipated, excessive maintenance due to design flaws or other factors.
- The artwork endangers public safety.
- The site of the artwork is so severely altered or there are planned renovations/site improvements such that the artwork is no longer compatible or relevant.
- The property on which a site-specific artwork is located is no longer owned by the City of San Rafael.
- There has been sustained and overwhelming public objection to the artwork over a period of time.
- The artwork has been stolen or destroyed.

How to Apply

Please follow the steps below to apply for a public art installation on City public property. Your application can be submitted via email (publicart@cityofsanrafael.org) or mailed to the Library & Recreation Director at 618 B Street, San Rafael, CA 94901.

Proposal Requirements

The proposal must include the following components:

- Name of artist and/or proposer team
- Artist, Artist Team, or Project Manager Resume or Qualifications
- Detailed project description including:
 - Description of proposed concept
 - Illustrations, drawings, or samples of the proposed artwork
 - Materials and media
 - Proposed Site
 - Timeline for installation
 - Estimated budget for installation and funding source(s) including:
 - Artist Stipend (if applicable)
 - Artist Fee
 - Materials
 - Installation
 - Maintenance (if included)
 - Other project costs (insurance, permits, etc.)
 - Project maintenance details/instructions
 - Anticipated life of project (6 months, 1 year, 2 years, 10 years, etc.)
- Structural integrity and ADA compliance
- Community engagement/support documentation
- Applicant must agree to the general terms set forth in the City's license agreement, including insurance requirements

Selection Process

The artists will prepare and submit a completed proposal to the Public Art Review Board. Proposals will be deemed complete at the discretion of staff. Proposals must be received no later than eight (8) weeks prior to the meeting at which they will be reviewed. The Board holds quarterly public meetings, with an annual schedule of meetings and proposal deadlines published on the City's website.

The Board may ask for an in-person meeting/presentation. The final recommendation of the Board will be made to staff. For projects with an anticipated life of greater than one-year, final approval will be made by the City Council. At staff's discretion, certain short-term projects may be required to obtain City Council approval, depending on project impact. The City strives to provide a decision on projects within three to four months of receipt of an application.

All questions about the process can be submitted to publicart@cityofsanrafael.org.

The City of San Rafael reserves the right to reject any submission which fails to provide all information requested, or fails to meet the objectives of the Public Art Review Board.

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SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Department of Public Works

**Prepared by: Bill Guerin, Director of Public Works
Nadine Atieh Hade, Administrative
Services Director**

City Manager Approval: _____

TOPIC: PRELIMINARY CAPITAL IMPROVEMENT PROGRAM

SUBJECT: INFORMATIONAL REPORT ON PRELIMINARY THREE-YEAR CAPITAL IMPROVEMENT PROGRAM

RECOMMENDATION:

Accept the informational report regarding the preliminary three-year Capital Improvement Program for FY 2022-23 through FY 2024-25.

INTRODUCTION:

The purpose of this report is to present the preliminary three-year Capital Improvement Program (CIP) for Fiscal Year (FY) 2022-23 through FY 2024-25 for review. This presentation will provide the City Council and community members an opportunity to participate in reviewing and sharing feedback relating to the CIP. While the CIP will be formalized in a full, detailed report and incorporated into a final, proposed citywide budget for FY 2022-23 to be presented to the City Council for approval in June 2022, staff seeks City Council feedback of the preliminary CIP project list at this time.

BACKGROUND:

The CIP is a multi-year planning tool used to identify and implement the City's capital needs over the upcoming three-year period: FY 2022-23 through FY 2024-25. The CIP document summarizes the City's planned capital and infrastructure improvement projects, including their funding sources, and prioritizes projects after analysis and coordination with other City departments to ensure that all department needs are represented. Project selection and priority is based on recommendations by various City departments and existing planning documents to accommodate high priority needs, which focused on life/safety, maintenance and repair, public and Council input, and other factors. The CIP is intended to provide a comprehensive three-year project list for the City's known capital and infrastructure needs.

ANALYSIS:

Project List Development:

Projects identified for the CIP are recommended by Public Works staff in the course of their work, studies and reports, including, but not limited to, the 2018 Bicycle and Pedestrian Master Plan (BPMP), the Facility Assessment Study, and the 2021 Downtown Precise Plan. Department Directors may also

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

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recommend projects for the CIP, and projects may arise from direct community or City Council input. Additionally, projects with specific discrete funding sources are included in the CIP.

While most street and transportation projects are informed by the General Plan, BPMP, or traffic studies and observations, improvement projects to City parks and buildings/facilities have historically been informed by Department Directors, the publicly appointed Park and Recreation Commission, and the Facilities Maintenance division of Public Works.

Continuing our collaborative planning process from previous years, a group consisting of staff from various City departments assisted in the development of the CIP. This group met to discuss proposed projects and rank them based on the following criteria: 1) health/safety/liability; 2) priority initiatives/City goals; 3) time sensitive funds; and 4) maintain/enhance functionality. Furthermore, these four criteria were all weighted, with the category of health/safety/liability worth 35% of the overall points available. Having a weighted system allows for the most important projects to rise to the surface and ensure they are a priority.

As previously done, the CIP this year involves the use of a 15% contingency in which not all available funding is allocated to deliver CIP projects. Prior experience suggests that unanticipated needs arise mid-year and having a contingency fund to cover these ensures staff are not unnecessarily performing adjustments to the current CIP priority list. In some fund types, the number of projects exceeds available funding. In this case, these future projects are identified in the CIP as “unfunded.”

Major new projects/studies identified in the FY 2022-23 to FY 2024-25 CIP include:

- 20 Meyer Road Slide Repair
- North San Pedro Medians at SMART Railroad Crossing
- Center Street Resurfacing – Phases I and II
- Francisco Blvd West at Irwin St: Trash Rack
- Sun Valley Park Playground Improvements
- Grand Ave (Second St to Fourth St) Class IV Cycle Track
- Bike & Pedestrian Master Plan 2022 Update and Trails Master Plan

Project Funding:

The five major annual funding sources for the CIP, including Measure A Parks, are:

Fund #	Fund Name (CIP Category)	Average Annual Revenues	Description
603	Building Maintenance <i>(City Owned Property, Parks)</i>	\$500,000	The Building Maintenance Fund supports both routine maintenance and capital improvement projects associated with the City’s buildings, parks and other facilities. The Building Fund is an internal revenue fund, which means General Fund monies are the sole source of revenue for the fund. Historically, \$500,000 in General Fund monies has been contributed annually to the Building Fund.
241	Measure A <i>(Parks)</i>	TBD: Measure A renewal on June 2022 ballot.	Measure A was a nine-year ¼ percent transactions and use tax that was passed in 2012 and expired in March 2022. This tax was managed by the County of Marin. The purpose of the tax is to care for existing parks and open spaces, support regional community parks, projects, and programs and to further farmland restoration. Pending the June election results, Measure A work plan for FY 22-23 will be prioritized by Library and Recreation, in concert with the

		Prior years: \$400,000	Park and Recreation Commission. This work plan will be brought to the City Council in the first quarter of FY 22-23 for review and approval.
205	Stormwater Fund <i>(Drainage)</i>	\$840,000	Established to fund Stormwater maintenance, programs, and improvements throughout the City—including maintenance and repair of the City’s 12 storm water pump stations. This fund receives annual revenues of approximately \$840,000 from the City’s Stormwater Activity fee (Municipal Code Chapter 9.40).
206	Gas Tax <i>(Streets/ Transportation)</i>	\$3,300,000	<p>The Gas Tax is a revenue distributed from the state based on a percentage tax on each gallon of gas purchased in San Rafael. Gasoline tax is collected and distributed to jurisdictions by the State on an annual basis and may be used for capital projects and maintenance to local streets, roads, traffic, and bicycle pedestrian facilities.</p> <p>Fund #206 also collects annual Measure A Transportation Sales Tax dollars (distributed by Transportation Authority of Marin), a, ½-cent sales tax approved initially by voters in 2004 and reapproved in November 2018.</p>
246	Traffic Mitigation Fee <i>(Transportation)</i>	~\$350,000 average (depends on development)	<p>Traffic Mitigation Fees are charged to a developer in connection with the approval of a development project. The funds are used to support improvements to the traffic/transportation network. The City utilizes Traffic Mitigation Fees for circulation projects identified in Exhibit 21 of Policy 6A of General Plan 2040 and similar qualifying projects.</p> <p>Fund 246 is a subset of Fund 206 projects. Due to limited available funds in Fund 246, projects that are eligible for both Fund 246 and Fund 206 have been ranked together under Fund 206 until additional funding is collected for Fund 246.</p>

As has been noted in prior year CIPs, the long-term capital and infrastructure improvement needs for City-owned property, parks, and drainage far exceed the available revenues each year. Therefore, a considerable number of projects are identified as real capital and infrastructure needs (and maintained on the CIP project list) but are categorized as “Unfunded”. City staff continues to actively pursue grant funding, congressional earmarks, and other infrastructure funding sources. Several of these funding sources require a local funding match. The funding tables included as an attachment list outline projects that would require grant funding to move forward. These are designated by “Grant: unsecured” and the local match is listed in the associated fund category. If the City’s effort to get grant funding is unsuccessful, the funding identified as the local match will be used to fund other, currently unfunded, projects in the same fund category.

Historically, staff transfers a flat amount each year from the Gas Tax to the General Fund to support personnel costs of Streets Maintenance staff, which we propose to do again this year. Personnel costs of employees performing street and road maintenance and repairs total over \$2M annually in the General Fund and are an allowable use of State gas tax monies.

CIP Prior-Year Completed Projects: As a part of the annual CIP, the Department also recaps major projects completed in the prior fiscal year, including the following:

- Southern Heights Blvd. Bridge Replacement

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- Francisco Blvd East Sidewalk Widening and Street Resurfacing Projects
- Canal Neighborhood Pedestrian Improvements
- Albert Park Field restroom and accessibility improvements

Projects currently under construction or underway:

- Third Street Rehabilitation & Safety projects
- Fire Stations 54 and 55 remodels
- Parks and Recreation Master Plan
- Bungalow Avenue and Woodland Avenue Resurfacing
- 20 Meyer Slide Repair
- B Street at Woodland Avenue Box Culvert Repairs
- Parks and Recreation Master Plan

FISCAL IMPACT:

There is no direct fiscal impact associated with the preliminary Capital Improvement Program because the information being provided is for the purpose of discussion, public input, and direction to staff. However, for planning purposes, the funding source by project phase and year is identified for each project in the CIP. The figures in the CIP are engineer's estimates and are not based on actual bids received. It is important to note that while the City Council is accepting an informational report relating to a preliminary list and prioritization of projects within the CIP, including which projects are funded vs. those that remain unfunded, all CIP projects are subject to the City's Purchasing Policy, including the City Council and City Manager contract thresholds, at the time a contract is awarded. For example, when a construction contract is awarded for a project and the contract amount is above City Manager's award authority (\$175,000 for Public Works projects), the contract and project would be brought forth to the City Council for approval.

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

1. Accept the informational report regarding the preliminary Capital Improvement Program and provide direction to staff.
2. Do not accept the informational report.
3. Direct staff to return with more information.

RECOMMENDATION:

Accept the informational report regarding the preliminary three-year Capital Improvement Program for FY 2022-23 to FY 2024-25 and provide direction to staff.

ATTACHMENTS:

1. Preliminary FY 2022-23 CIP Project Rankings
2. Preliminary FY 2022-23 to FY 2024-25 CIP Funding Tables

CIP Documents

Rating Definitions: Page 2

Project Ratings System: Pages 3-5

Project Funding Tables: Pages 6-9

RATING CATEGORIES	Health / Safety / Liability	Priority Initiative	Time-Sensitive Funds	Maintain/Enhance Functionality
WEIGHTING	35%	20%	25%	20%
RANK SCORING 1 to 10	7 - 10 strong contribution toward public health & safety and/or reduction of City liability	7 - 10 strong support from community/Council aligns with City goals	10 grant funded, urgent	7 - 10 urgent repair/rehab/ replacement of City asset necessary
	4 - 6 some improvement to public health & safety and/or reduction of City liability	4 - 6 some support from community/Council meets City objectives	7 grant funded, upcoming timeline 3 grant funded, no timeline	4 - 6 repair/rehab/replacement of City asset should be completed eventually
	0 - 3 little improvement to public health & safety and/or reduction of City liability	0 - 3 little support from community/Council little contribution toward City goals	0 not time sensitive	0 - 3 repair/rehab/replacement of City asset can be deferred

Health / Safety / Liability:

Projects that are critical to public health and safety or significantly reduce the City’s risk of liability will receive a higher rating. This category includes projects which may be the result of litigation.

Priority Initiative:

This category assigns priority to projects based on the City’s guiding principles including equity, community and/or City Council support, Together San Rafael, and the General Plan.

Time-Sensitive Funds:

CIP projects funded by state/federal grants often have funding deadlines. Grant-funded projects with timely-use-of-funding requirements will be rated higher than those without upcoming deadlines.

Maintain Functionality:

This category rates projects according to the importance and urgency of the proposed repair, rehabilitation, or replacement. Proposed maintenance that can be deferred will be rated lower than pressing maintenance on a critical city asset.

Project Rating System

FUNDING SOURCE	PROJECT NAME	RANK SCORING 1 to 10	Health / Safety / Liability	Priority Initiative	Time- Sensitive Funds	Maintain / Enhance Functionality	
			35%	20%	25%	20%	
205	Stormwater	East San Rafael Shore Feasibility Assessment	8.8	10	10	5	10
205	Stormwater	Rotary Manor Culvert Replacement	7.5	10	10	0	10
205	Stormwater	Storm Drainage Master Plan	7.5	10	10	0	10
205	Stormwater	City Adaptation Plan	7.5	10	10	0	10
205	Stormwater	San Quentin Pump Station: Reconstruction	7.1	10	8	0	10
205	Stormwater	Francisco Blvd West at Irwin St: Trash Rack	6.4	9	6	0	10
205	Stormwater	MCSTOPPP: Kerner Pump Station Trash Capture	6.3	7	8	5	5
205	Stormwater	MCSTOPPP: 400 Canal Pump Station Trash Capture	5.8	7	8	3	5
205	Stormwater	MCSTOPPP: N. Francisco Pump Station Trash Capture	5.8	7	8	3	5
205	Stormwater	MCSTOPPP: Rossi Pump Station Trash Capture	5.8	7	8	3	5
205	Stormwater	MCSTOPPP: Redwood Hwy	5.8	7	8	3	5
205	Stormwater	MCSTOPPP: San Quentin Pump Station Trash Capture	5.8	7	8	3	5
205	Stormwater	121 Irwin St Erosion Control	4.4	5	4	0	9
205	Stormwater	Las Casas Drainage Basin Repair	4.2	5	5	0	7
205	Stormwater	Piombo Pump Station: Electrical Panel Replacement	4.0	4	5	0	8
205	Stormwater	Cayes Pump Station Control System	3.4	5	3	0	5
205	Stormwater	Spinnaker Point Salt Marsh Remediation (Conceptual Design Only)	1.7	2	3	0	2
Separator							
206	Gas Tax	Canal Active Transportation Experience Improvements	6.8	9	9	0	9
206	Gas Tax	North San Pedro Medians at SMART Railroad Crossing	6.6	9	8	0	9
206	Gas Tax	BPMP Rank-2: Project F-12 Bellam Blvd- Andersen to Baypoint Drive feasibility Class IV	6.5	10	10	0	5
206	Gas Tax	Canal Transportation Plan Draft: Street lighting	6.4	8	9	0	9
246	Traffic Mitigation	Bike & Ped Master Plan: Update	6.4	8	10	0	8
206	Gas Tax	Lincoln Ave Bridge Repairs	6.2	7	7	3	8
206	Gas Tax	Fairhills Dr Roadway Rehabilitation	6.2	9	7	0	8
206	Gas Tax	Canal St Powerline Undergrounding	6.1	7	9	0	9
246	Traffic Mitigation	Grand Ave (Second St to Fourth St) Class IV Cycle Track	6.1	6	8	3	8
206	Gas Tax	First St at Mahon Creek Wall Repair	6.0	8	8	0	8
206	Gas Tax	Second St Multimodal Improvements	6.0	8	8	0	8
206	Gas Tax	Lincoln Ave Rehabilitation	6.0	8	8	0	8
206	Gas Tax	Woodland Ave Ped Improvements	5.8	8	8	0	7
206	Gas Tax	Spinnaker Point Dr Parking Modifications	5.7	6	10	0	8
206	Gas Tax	Intersection Improvements: Fourth St/Second St at Miracle Mile & W Crescent	5.6	8	7	0	7
246	Traffic Mitigation	BPMP Rank-1: Project D-1 Downtown East-West connection: Feasibility study	5.6	8	6	0	8
206	Gas Tax	Mission Ave (B St to E St) Sidewalk Gap Closure	5.6	8	7	0	7
246	Traffic Mitigation	BPMP Rank-5: Project B-6 Class I on both sides Freitas from Montecillo to Del Presidio. Or bi-directional 6	5.5	7	7	0	8
206	Gas Tax	BPMP Rank-6: Project D-2 West Tamalpais Ave from Second Street to Mission Ave- Class IV/ improved	5.4	8	6	0	7
206	Gas Tax	Southern Heights Blvd at Courtright Rd: Retaining Wall	5.4	8	6	0	7
206	Gas Tax	Drainage Improvements: East St at Jessup St	5.4	8	5	0	8
246	Traffic Mitigation	BPMP Rank-14: Project D-21 Puerto Suello Pathway- implement lighting on Hill pathway	5.4	8	7	0	6
246	Traffic Mitigation	Catalina Traffic Calming	5.4	8	7	0	6

Project Rating System

FUNDING SOURCE	PROJECT NAME	RANK SCORING 1 to 10	Health / Safety / Liability	Priority Initiative	Time- Sensitive Funds	Maintain / Enhance Functionality
			35%	20%	25%	20%
206 Gas Tax	Fourth St Curb Ramp Replacement	5.3	7	7	0	7
206 Gas Tax	Center St Resurfacing	5.1	5	5	3	8
206 Gas Tax	Drainage Improvements: C St from First St to Second St	5.1	6	6	0	9
206 Gas Tax	Los Gamos Rd at Oleander Dr Flood Warning System	5.0	8	7	0	4
206 Gas Tax	Redwood Hwy & Pro Center Pkwy Resurfacing	4.9	5	5	3	7
206 Gas Tax	Drainage Improvements: Bayview St	4.7	6	6	0	7
246 Traffic Mitigation	Fourth St Signal System Improvements: B St to Cijos St	4.7	6	7	0	6
206 Gas Tax	BPMP Rank-20: Project C-13 Miramar/First Street from Second St to E Street- convert Class III to Class III	4.7	7	7	0	4
246 Traffic Mitigation	Point San Pedro & Loch Lomond mast arms	4.7	7	5	0	6
206 Gas Tax	Drainage Improvements: First St at D St	4.6	5	5	0	9
206 Gas Tax	Las Gallinas Channel Study	4.5	6	7	0	5
206 Gas Tax	Merrydale Rd (Puerto Suello Pathway to North San Pedro Rd) Bicycle Facility Study	4.5	6	7	0	5
206 Gas Tax	Embarcadero/Mission/Sea View/Mission/Marina Intersection	4.5	7	6	0	4
206 Gas Tax	BPMP Rank-3: Project C-12 D Street/C Street- feasibility study for Class IV or Class III+ north-south from	4.5	7	5	0	5
206 Gas Tax	Drainage Improvements: Woodland Ave	4.4	5	5	0	8
206 Gas Tax	Bayview Retaining Wall	4.3	6	4	0	7
206 Gas Tax	Intersection Improvements: Irwin St & DuBois St	4.3	7	4	0	5
206 Gas Tax	BPMP Rank-7: Project A-19 Feasibility study: WB Class IV on North San Pedro Road from Los Ranchitos	4.3	7	6	0	3
206 Gas Tax	BPMP Rank-8: Project A-17 North San Pedro Road Class I South side from Los Ranchitos to Civic	4.3	7	6	0	3
246 Traffic Mitigation	Intersection Improvements: Bellam Blvd & Andersen Dr	4.3	6	4	0	7
206 Gas Tax	Merrydale Northgate Promenade	4.2	5	7	0	5
206 Gas Tax	Drainage Improvements: Second St between C & E St	4.1	6	4	0	6
246 Traffic Mitigation	B St 2-Way Conversion (transfer to 206 Third St Rehab)	4.1	3	10	0	5
206 Gas Tax	Merrydale Pathway - South Connector Study	4.0	5	8	0	3
206 Gas Tax	Scenic Ave Debris Wall	4.0	5	4	0	7
246 Traffic Mitigation	Safe Routes to School: Davidson Phase 2	4.0	5	5	0	6
246 Traffic Mitigation	Merrydale Rd/Civic Center connection	4.0	5	5	0	6
206 Gas Tax	Fair Dr/Coleman Retaining Wall	3.8	5	3	0	7
206 Gas Tax	Francisco Blvd East Rehabilitation	3.6	5	3	0	6
206 Gas Tax	Riviera Dr Resurfacing	3.2	4	4	0	5
206 Gas Tax	Manderly Rd Medians	2.9	3	5	0	4
206 Gas Tax	BPMP Rank-9: Project D-5 Third Street: Grand Ave to East city limit/ Embarcadero Way- Class I multi-use	2.8	4	4	0	3
206 Gas Tax	Freitas Pkwy and Montecillo Intersection (K-rail Only)	2.7	6	3	0	0
206 Gas Tax	Drainage Improvements: Ross Valley/Terrace Ave	2.7	3	4	0	4
206 Gas Tax	BPMP Rank-4: Project D-20 Highway 101 undercrossing lighting and public art (3rd, 4th, 5th, and Linden)	2.6	5	2	0	2
206 Gas Tax	Drainage Improvements: Corrillo Dr	2.5	3	2	0	5
206 Gas Tax	Canal Bike-Ped Swing Bridge	2.4	1	7	0	3
206 Gas Tax	Intersection Improvements: Courtright Rd & Pearce Rd	2.3	3	3	0	3
206 Gas Tax	BPMP Rank-11: Project C-21 Fifth Ave Study parking occupancy rates and potential bikeway connecting	2.3	3	3	0	3

Project Rating System

FUNDING SOURCE	PROJECT NAME	RANK SCORING 1 to 10	Health / Safety / Liability	Priority Initiative	Time- Sensitive Funds	Maintain / Enhance Functionality	
			35%	20%	25%	20%	
208	Childcare Fund	Childcare Portable Building Replacement (Pickleweed)	7.5	10	10	0	10
208	Childcare Fund	Childcare Portable Building Replacement (Silveria/Lucas Valley/Vallecito)	5.3	7	7	0	7
208	Childcare Fund	Parkside Preschool Playground Tent Replacement	5.3	7	6	0	8
214							
214	Memorial Fund	Downtown Carnegie Library Preservation and Expansion	7.8	8	8	7	8
241							
241	Measure A: Parks	Sun Valley Park Playground Improvements	7.2	7	7	7	8
241	Measure A: Parks	Pickleweed Park Enhancements/Field Renovation	6.4	7	10	3	6
241	Measure A: Parks	Park and Recreation Master Plan	6.2	8	9	0	8
241	Measure A: Parks	Albert Park Field Fencing	6.1	10	5	0	8
241	Measure A: Parks	Montecito Promenade	1.5	2	2	0	2
501							
501	Parking Services	Seismic Upgrades to Parking Structures at Third St/A St and Third St/C St	6.9	10	9	0	8
501	Parking Services	Seismic Upgrades to Parking Structure at Fifth Ave/C St	6.9	10	9	0	8
501	Parking Services	Fifth Ave/Garden Ln Parking Lot Resurfacing	6.2	8	9	0	8
501	Parking Services	Seismic Upgrades to Parking Structure at Third St/Lootens Pl	4.7	10	0	0	6
603							
603	Building Maintenance	A.J. Boro Community Center: Fire water lines BFP installation	7.5	10	10	0	10
603	Building Maintenance	Building Maintenance Master Plan	7.1	10	8	0	10
603	Building Maintenance	Los Ranchitos Park: Sewer Lateral Replacement	6.8	9	8	0	10
603	Building Maintenance	A.J. Boro Community Center: Leveling & jack replacement & rear deck	6.7	10	7	0	9
603	Building Maintenance	A.J. Boro Community Center: HVAC & Roofing Replacement	6.6	8	7	3	8
603	Building Maintenance	A.J. Boro Community Center: Multipurpose Room Flooring Replacement	6.6	8	9	0	10
603	Building Maintenance	City Hall/Library Fire Sprinkler System Feasibility Study	6.5	10	8	0	7
603	Building Maintenance	City Hall: HVAC Replacement	6.4	8	8	0	10
603	Building Maintenance	A.J. Boro Community Center: Rear Deck	6.2	8	7	0	10
603	Building Maintenance	Downtown Library: Bathroom Conversion	6.2	8	8	0	9
603	Building Maintenance	Falkirk Cultural Center: ADA Improvements	6.0	9	7	0	7
603	Building Maintenance	San Rafael Community Center: Generator Hookup	5.7	7	7	0	9
603	Building Maintenance	City Hall: Server Room Sewer Repair	5.1	7	7	0	6
603	Building Maintenance	Terra Linda Pool House Electrical Upgrades	4.9	7	5	0	7
603	Building Maintenance	Terra Linda Community Center: HVAC Replacement	4.7	6	5	0	8
603	Building Maintenance	San Rafael Community Center: Parking Lot Resurfacing	4.5	7	5	0	5
603	Building Maintenance	Las Gallinas Trail Pavement Rehabilitation	4.2	5	5	0	7
603	Building Maintenance	Court Street Plaza Fountain Repair	2.1	2	2	0	5
603	Building Maintenance	Downtown Library: Children's Patio Enclosure	2.1	2	3	0	4

