



## AGENDA

SAN RAFAEL CITY COUNCIL - MONDAY, AUGUST 21, 2023

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-2023-08-21>

Watch on YouTube: [www.youtube.com/cityofsanrafael](http://www.youtube.com/cityofsanrafael)

Listen by phone: (669) 444-9171

ID: 860-6190-5675

One Tap Mobile: +16694449171,,86061905675# US

This meeting will be held in-person. The public may attend in-person or participate virtually using Zoom. This meeting is being streamed to YouTube at [www.youtube.com/cityofsanrafael](http://www.youtube.com/cityofsanrafael).

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](mailto: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 press \*9 to raise your hand, and \*6 to unmute yourself, then provide verbal public comment.

If you experience technical difficulties during the meeting, please contact [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org).

### **OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - 5:30 PM**

Dial-in: (669) 900-9128, Meeting ID# 820-2978-5066#

1. Mayor Kate to announce Closed Session items.

### **CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 5:30 PM**

2. Closed Session:

- a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code section 54956.9(d)(1): 2 cases

1. *Shaleeta Boyd, et al. v. City of San Rafael, et al.* (U.S. District Court, N.D. Cal., Case No. 23-cv-04085-EMC)
2. *Mark Rivera v. City of San Rafael, et al.* (U.S. District Court, N.D. Cal., Case No. 23-cv-03804-YGR)

### **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 AND COUNCILMEMBER REPORTS:**

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

### 3. City Manager and 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.

### 4. Consent Calendar Items:

#### a. **Approval of Minutes**

Approve Minutes of the Regular City Council Meeting of July 17, 2023 (CC)

*Recommended Action - Approve minutes as submitted*

#### b. **Designation of Voting Delegate for the League of California Cities Annual Conference & Expo**

Designation of Councilmember Eli Hill as Voting Delegate for the 2023 League of California Cities Annual Conference & Expo in Sacramento – September 20-22, 2023 (CC)

*Recommended Action - Approve designation of Councilmember Eli Hill as voting delegate*

#### c. **Legal Services Contract**

Professional Services Agreement with Burke, Williams & Sorensen, LLP for General Municipal Legal Services, in an Amount not to Exceed \$170,000 (CA)

*Recommended Action - Authorize the City Manager to execute the agreement*

#### d. **Transportation Authority of Marin (TAM) Fee Agreement**

Resolution Authorizing the City Manager to Execute a Fee Agreement Between the Transportation Authority of Marin (TAM) and Marin County, Towns and Cities (CM)

*Recommended Action - Adopt Resolution*

#### e. **SEIU Local 1021 Side Letter Agreement and FY 2023-24 Authorized Positions in the Childcare Program**

Resolution Approving the Side Letter Agreement and Amending FY 2023-24 Authorized Positions in the Childcare Program (HR/LR)

*Recommended Action - Adopt Resolution*

#### f. **Special Event Street Closures**

Resolution Authorizing the Temporary Closure of Streets for Two Special Events (PD)

*Recommended Action - Adopt Resolution*

#### g. **Southern Heights/Courtright/Pearce Retaining Walls Project**

Award the Construction Agreement for the Southern Heights/Courtright/Pearce Retaining Walls Project to Valentine Corporation in the Amount of \$993,369 (PW)

*Recommended Action - Authorize the City Manager to award and execute the agreement*

#### h. **Grand Avenue Cycle Track Project and Grant Funding Agreements**

- i. Award the Construction Agreement for the Grand Avenue Cycle Track Project to Ghilotti Bros., Inc. in the Amount of \$1,432,887 (PW)

*Recommended Action - Authorize the City Manager to award and execute the agreement*

- ii. Resolution Approving and Authorizing the City Manager to Execute a Master Agreement and Program Supplement Agreement with Caltrans to Receive State Funds (PW)

*Recommended Action - Adopt Resolution*

**i. Rotary Manor Culvert Replacement Project**

Authorize the City Manager to Negotiate and Enter into a Professional Services Agreement with Coastland Civil Engineering, Inc. for Construction Management, Inspections, Testing, and Environmental Compliance Services Related to the Rotary Manor Culvert Replacement Project, in the Amount of \$335,035 (PW)

*Recommended Action - Authorize the City Manager to execute the agreement*

**j. Fleet Replacement Fiscal Year 2023-24**

Authorize City Manager to Purchase Ten (10) Vehicles for Replacement, in an Amount Not to Exceed \$2,554,150 (PW)

*Recommended Action - Authorize City Manager to purchase ten (10) vehicles for replacement, in an amount not to exceed \$2,554,150*

**PUBLIC HEARINGS**

5. Public Hearings:

**a. Tax Equity and Fiscal Responsibility Act of 1982 “TEFRA” Public Hearing for Tax-Exempt Financing – The Shining Star Foundation**

Resolution Approving Issuance of Revenue Obligations by the California Enterprise Development Authority (CEDA) for the Purpose of Financing, Refinancing and/or Reimbursing the Cost of Acquisition, Construction, Installation, Equipping and Furnishing of Certain Facilities for the Benefit of the Shining Star Foundation and Other Matters Relating Thereto Herein Specified Pursuant to the Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”) (ED)

*Recommended Action - Adopt Resolution*

**OTHER AGENDA ITEMS:**

6. Other Agenda Items:

**a. Response to Grand Jury Report – Build More ADUs – An Rx to Increase Marin’s Housing Supply**

Resolution Approving and Authorizing the Mayor to Execute the Response to the Marin County Civil Grand Jury Report Entitled – Build More ADUs – An Rx to Increase Marin’s Housing Supply (CD)

*Recommended Action - Adopt Resolution*

**b. Automated License Plate Readers**

Authorize the City Manager to Execute an Agreement with Flock Group Inc. for the Lease and Installation of Nineteen Flock Automated License Plate Reader Cameras (ALPR) for a 24-Month Term in an Amount Not to Exceed \$118,200 (PD)

*Authorize the City Manager to execute the agreement*

**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 and at City Hall, 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](mailto: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, JULY 17, 2023

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-2023-07-17>

Watch on YouTube: [www.youtube.com/cityofsanrafael](http://www.youtube.com/cityofsanrafael)

Listen by phone: (669) 444-9171

ID: 860 6190 5675#

One Tap Mobile: +16694449171,,86061905675# US

This meeting will be held in-person. The public may attend in-person or participate virtually using Zoom. This meeting is being streamed to YouTube at [www.youtube.com/cityofsanrafael](http://www.youtube.com/cityofsanrafael).

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](mailto: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 press \*9 to raise your hand, and \*6 to unmute yourself, then provide verbal public comment.

If you experience technical difficulties during the meeting, please contact [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org).

### OPEN SESSION

1. None.

### CLOSED SESSION

2. None.

Present: Councilmember Bushey  
Councilmember Hill  
Councilmember Kertz  
Mayor Kate

Absent: Vice Mayor Llorens Gulati

Also Present: City Manager Cristine Alilovich  
Assistant City Attorney Genevieve Coyle  
Deputy City Clerk Brenna Nurmi

Mayor Kate called the meeting to order at 7:00 p.m. and invited Deputy City Clerk Brenna Nurmi to call the roll. All members of the City Council were present, except for Vice Mayor Llorens Gulati.

Mayor Kate provided opening remarks, which included appreciation to City staff, the hot weather and wildfire risk reminder and a land acknowledgment.

Deputy City Clerk Brenna Nurmi 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 TIME FOR PUBLIC EXPRESSION**

- Erica Blair addressed the City Council regarding the parcel sold by Dominican University proposed for development.
- Richard Schulz addressed the City Council regarding Northgate development.
- Nicole Skibola, Cosmic View addressed the City Council regarding a microbusiness license in the local cannabis industry.
- Cristine Skibola, Cosmic View addressed the City Council regarding a microbusiness license in the local cannabis industry.
- Dave Rhoads, Walk/Bike San Rafael addressed the City Council regarding lowering the speed limit on 4<sup>th</sup> Street.
- Jeff Chase, California Homeless Union addressed the City Council reading words from the Torah.
- Michael Jobe addressed the City Council regarding speedbumps on G Street.
- Greg Browman, Strictly Topical Incorporated addressed the City Council regarding a microbusiness license in the local cannabis industry.
- Al Vetere addressed the City Council regarding a mural on an abandoned building and cooling centers.
- Daniel Campbell addressed the City Council regarding the fire last June near Dominican University.
- Jim Davis addressed the City Council regarding fire concerns in the Dominican area.
- Matthew Hartzell, WTB-TAM addressed the City Council regarding lowering the speed limit on 4<sup>th</sup> Street.
- Tylee Holden, addressed the City Council regarding the parcel sold by Dominican University proposed for development.
- Jana Zanetto, Walk/Bike San Rafael addressed the City Council regarding lowering the speed limit on 4<sup>th</sup> Street.
- David Seltzer, Walk/Bike San Rafael addressed the City Council regarding lowering the speed limit on 4<sup>th</sup> Street.
- Susan Nawbary addressed the City Council regarding lowering the speed limit on 4<sup>th</sup> Street.
- Eva Chrysanthe addressed the City Council regarding support for AB 43 and downtown speedbumps and inquired about police bodycams. Also, she spoke of civilian oversight.
- Name withheld addressed the City Council regarding website links and her radar gun experience.
- Nathan Cohen addressed the City Council regarding lowering the speed limit on 4<sup>th</sup> Street.
- Heather Marty Cochran addressed the City Council regarding lowering the speed limit on 4<sup>th</sup> Street concerns. Also, she inquired about the fire and expressed environmental concerns in the Dominican area.

April Miler, Public Works Director provided comments on AB 43.

### **CITY MANAGER AND COUNCILMEMBER REPORTS:**

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

#### **3. City Manager and Councilmember Reports:**

City Manager Cristine Alilovich announced:

- New City Department Directors: Paul Navazio, Finance Director and Marissa Sanchez, Human Resources Director

- Farmers Market, every Thursday
- 2<sup>nd</sup> Friday Art Walk and Dining Under the Lights to be held Friday, August 11
- Community survey and application available for Police Advisory and Accountability Committee (PAAC)
- Canal Alliance and Marin Small Business Development Center to start on-line and in Spanish 10 session workshop (How to Start and Grow your Business) on August 1
- Regular City Council meeting on August 7 to be cancelled; Next regular meeting to be held August 21

City Councilmember Reports:

- Councilmember Hill reported on a tour of Cedars Textile Arts Center, throwing the first pitch at a San Rafael Pacifics game and a ribbon-cutting for the Sun Valley playground.
- Councilmember Bushey reported on a Loch Lomond Homeowners Association meeting, a Central Marin Sanitation Agency meeting and a lunch hosted by the San Rafael Yacht Club with Congressman Huffman.
- Mayor Kate reported on Transportation Authority of Marin and SMART meetings.

Mayor Kate invited public comment.

**Speaker:** Eva Chrysanthe

**CONSENT CALENDAR:**

Mayor Kate invited public comment.

**Speakers:** Jeff Rhoads, Resilient Shore, Eva Chrysanthe

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

4. Consent Calendar Items:

- a. **Approval of Minutes**  
**Approve Minutes of the Special City Council Meeting of July 10, 2023 (CC)**  
*Approved minutes as submitted*
- b. **Police Department Copy/Print Hardware Lease and Services**  
**Authorize the City Manager to Negotiate and Enter into an Agreement with UBEO West LLC for Copy/Print Hardware Lease and Services for a 60 Month Term in the Amount of \$267,991 (PD)**  
*Authorized the City Manager to negotiate and enter into an agreement with UBEO West LLC for copy/print hardware lease and services, in the amount of \$267,991*
- c. **City Quarterly Investment Report**  
**Acceptance of City of San Rafael Quarterly Investment Report for the Quarter Ending June 30, 2023 (Fin)**  
*Accepted report*
- d. **Special Tax on Properties at Loch Lomond 10 - Mello-Roos District No. 1992-1**  
**Resolution Setting the Special Tax for Community Facilities District No. 1992-1 (Loch Lomond #10) for Fiscal Year 2023-24 (PW)**

*Resolution 15237 - Resolution Setting the Special Tax for Community Facilities District No. 1992-1 (Loch Lomond #10) for Fiscal Year 2023-24*

- e. **The Village at Loch Lomond Marina – Mello-Roos District No. 2**  
**Resolution Setting the Special Tax for City of San Rafael Community Facilities District No. 2 (The Village at Loch Lomond Marina) for Fiscal Year 2023-24 (PW)**  
*Resolution 15238 - Resolution Setting the Special Tax for City of San Rafael Community Facilities District No. 2 (The Village at Loch Lomond Marina) for Fiscal Year 2023-24*
  
- f. **Accepting Grant Funds to Support Sea Level Rise Planning**  
**Resolution Accepting Grant Funds from the Governor’s Office of Planning and Research for the San Rafael Climate Adaptation Planning Collaborative, Appropriating Funds in the Amount of \$644,201 for the Project, And Authorizing the City Manager to Negotiate and Enter into Professional Service Agreements for the Project (CM)**  
*Resolution 15239 - Resolution Accepting Grant Funds from the Governor’s Office of Planning and Research for the San Rafael Climate Adaptation Planning Collaborative, Appropriating Funds in the Amount of \$644,201 for the Project, And Authorizing the City Manager to Negotiate and Enter into Professional Service Agreements for the Project*

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

**PUBLIC HEARINGS:**

5. Public Hearings:

- a. [Baypoint Lagoons Assessment District](#)  
**Resolution Confirming the Engineer’s Annual Report for the Baypoint Lagoons Assessment District and the Assessment Diagram Connected Therewith and Ordering the Levy and Collection of Assessments for FY 2023-24 (PW)**

Thomas Wong, Senior Management Analyst presented the staff report.

Mayor Kate opened the public hearing.

**Speaker:** Carolyn Lown

Staff responded to public comment.

Councilmember Kertz moved and Councilmember Bushey seconded to adopt the resolution.

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

*Resolution 15240 - Resolution Confirming the Engineer’s Annual Report for the Baypoint Lagoons Assessment District and the Assessment Diagram Connected Therewith and Ordering the Levy and Collection of Assessments for FY 2023-24*



b. [Point San Pedro Road Median Landscaping Assessment District](#)  
**Resolution Confirming the Engineer's Annual Levy Report for the Point San Pedro Road Median Landscaping Assessment District and the Assessment Diagram Connected Therewith and Ordering the Levy and Collection of Assessments for FY 2023-24 (PW)**

Thomas Wong, Senior Management Analyst presented the staff report.

Mayor Kate opened the public hearing.

**Speaker:** Kevin Hagerty, Point San Pedro Road Coalition

Councilmember Bushey moved and Councilmember Kertz seconded to adopt the resolution.

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

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

*Resolution 15241 - Resolution Confirming the Engineer's Annual Levy Report for the Point San Pedro Road Median Landscaping Assessment District and the Assessment Diagram Connected Therewith and Ordering the Levy and Collection of Assessments for FY 2023-24*

c. [San Rafael Police Department AB 481 Military Equipment Annual Report and Renewal of Military Equipment Use Policy](#)  
**Resolution Renewing the Ordinance Approving San Rafael Police Department Military Equipment Use Policy 706 (PD)**

David Spiller, Police Chief presented the staff report.

Staff responded to questions from the City Council.

Mayor Kate opened the public hearing.

**Speakers:** Name withheld, Name withheld, Name withheld, John Reynolds, Eva Chrysanthe, Salamah Locks

Staff responded to public comment.

Councilmember Bushey moved and Councilmember Hill seconded to adopt the resolution.

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

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

*Resolution 15242 - Resolution Renewing the Ordinance Approving San Rafael Police Department Military Equipment Use Policy 706*

**OTHER AGENDA ITEMS:**

6. Other Agenda Items:

a. **Ordinance Regulating Camping on Public Property**

**Adoption of Ordinance 2030: An Ordinance Adding Chapter 19.50 to the San Rafael Municipal Code, Entitled “Camping on Public Property” to Regulate Camping on Public Property Within the City of San Rafael (CC)**

Chris Hess, Assistant Community Development Director presented the staff report. Lt. Carl Huber provided comments.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

**Speakers:** Name withheld, Jeff Chase, Name withheld, Gregory Taylor, Margaret Trezevant, Ritter Center, Jason Sarris, Jay Ress, East Bay Tire, Name withheld, Jessa, Name withheld, John Reynolds, Name withheld

Staff responded to public comment.

Councilmember Bushey moved and Councilmember Kertz seconded to adopt Ordinance 2030.

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

*Final Adoption of Ordinance 2030*

Mayor Kate called a recess at 9:52 p.m.

Mayor Kate called the meeting back in session at 9:55 p.m.

b. **Temporary Street Closure – West End Block Party 2023**

**Resolution Authorizing the Temporary Closure of Streets in San Rafael for the West End Block Party 2023 (ED)**

Micah Hinkle, Director of Economic Development and Innovation presented the staff report.

Applicants Sarah Tipple, San Rafael Business Improvement District and Adam Violante, Pint Size Lounge gave a presentation.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

**Speakers:** Phillip Miller, Joel O., Name withheld, Casey McCabe, Joseph Adams, Angela, Bob Ullrich, Diane Pollock, Michael Jobe, Jennifer Kirk, Eric V., Kenny Kast, Elizabeth Bornstein, Marcus, Adrienne Biggs, Jane, Cody Blocker, Susan Sharpe, Name withheld, Milton Noguiera

Councilmembers provided comment.

Councilmember Hill moved and Councilmember Kertz seconded to adopt the resolution.

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

*Resolution 15243 - Resolution Authorizing the Temporary Closure of Streets in San Rafael for the West End Block Party 2023*

- c. [2023 Affordable Housing Notice of Funding Availability Funding Recommendation](#)  
**Resolution Authorizing the Expenditure of \$1,450,000 in Funds in Fulfilment of the Affordable Housing Trust Fund 2023 Notice of Funding Availability (CD)**

Alexis Captanian, Housing Programs Analyst presented the staff report.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

**Speakers:** Anna Holm, Bridge Housing Corporation, Cory Hiraga, Eden Housing

Councilmembers provided comment.

Councilmember Kertz moved and Councilmember Bushey seconded to adopt the resolution.

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

*Resolution 15244 - Resolution Authorizing the Expenditure of \$1,450,000 in Funds in Fulfilment of the Affordable Housing Trust Fund 2023 Notice of Funding Availability*

**SAN RAFAEL SUCCESSOR AGENCY:**

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

Member Hill moved and Member Bushey seconded to approve the Consent Calendar.

1. Consent Calendar:

- a. [Successor Agency Quarterly Investment Report](#)  
**Acceptance of Successor Agency Quarterly Investment Report for the Quarter Ending June 30, 2023 (Fin)**  
*Accepted report*

AYES: Members: Bushey, Hill, Kertz & Chair Kate  
NOES: Members: None  
ABSENT: Members: Llorens Gulati

**ADJOURNMENT:**

Mayor Kate adjourned the meeting at 11:30 p.m.

-----  
LINDSAY LARA, City Clerk

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023

-----  
KATE COLIN, Mayor

DRAFT



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: City Clerk's Office**

**Prepared by: Lindsay Lara, City Clerk**

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

A handwritten signature in blue ink, appearing to be 'CL', is written over the line for City Manager Approval.

**TOPIC: DESIGNATION OF VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE & EXPO**

**SUBJECT: DESIGNATION OF COUNCILMEMBER ELI HILL AS VOTING DELEGATE FOR THE 2023 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE & EXPO IN SACRAMENTO – SEPTEMBER 20-22, 2023**

**RECOMMENDATION**

Designate Councilmember Eli Hill as the City of San Rafael's voting delegate for the League of California Cities Annual Conference General Assembly in Sacramento from September 20-22, 2023.

**BACKGROUND / ANALYSIS**

The City Council is asked to designate its formal voting delegate to the League of California Cities Annual Conference General Assembly for the purpose of voting on Cal Cities' policy at the business meeting. Councilmember Eli Hill has indicated his willingness to attend.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**RECOMMENDED ACTION**

Designate Councilmember Eli Hill as the City of San Rafael's voting delegate for the League of California Cities Annual Conference General Assembly in Sacramento from September 20-22, 2023.

**ATTACHMENTS**

1. Voting Delegate Packet, dated June 21, 2023

---

**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**



**Council Action Advised by August 28, 2023**

**DATE: Wednesday, June 21, 2023**

**TO: Mayors, Council Members, City Clerks, and City Managers**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,  
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

**Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.**

**New this year, we will host a pre-conference information session for voting delegates to explain their role.** Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

**Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at [zseals@calcities.org](mailto:zseals@calcities.org).

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

## General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.





CITY: _____
-------------

**2023 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

**1. VOTING DELEGATE**

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

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

**2. VOTING DELEGATE - ALTERNATE**

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

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

Email: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

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

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

Email: \_\_\_\_\_

**ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

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

Mayor or City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

**Please complete and email this form to [votingdelegates@calcities.org](mailto:votingdelegates@calcities.org) by Monday, August 28, 2023.**

# How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

## Prior to the Annual Conference and Expo

### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



## During the Annual Conference and Expo

### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by



voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved<sup>1</sup> by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.<sup>2</sup>



### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

## Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

## What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

<sup>1</sup> The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

<sup>2</sup> Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: City Attorney

Prepared by: Genevieve Coyle, Assistant City Attorney

City Manager Approval: 

**TOPIC: LEGAL SERVICES AGREEMENT**

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH BURKE, WILLIAMS & SORENSEN, LLP FOR GENERAL MUNICIPAL LEGAL SERVICES, IN AN AMOUNT NOT TO EXCEED \$170,000**

**RECOMMENDATION:**

Authorize the City Manager to negotiate and enter into a professional services agreement with Burke, Williams & Sorensen, LLP for general municipal legal services, in an amount not to exceed \$170,000.

**BACKGROUND:**

The City Attorney's office is currently staffed with a part-time elected City Attorney and a full-time Assistant City Attorney and Legal Assistant. In order to provide necessary legal services to the City, the office engages attorneys with the law firm of Burke, Williams & Sorensen, LLP for as-needed services in general municipal law, including subject-matter expertise in areas such as land use, zoning, housing, code enforcement, labor and employment, finance, real estate, Public Records Act, and telecommunications.

**ANALYSIS:**

Staff recommends entering into an agreement with Burke, Williams & Sorensen, LLP for as-needed general municipal legal services covering FY 2023-24. Payment would be made at the firm's standard public entity hourly rates, in a total not-to-exceed \$170,000. This would provide an average of over forty hours of legal services per month.

**FISCAL IMPACT:**

Funds to cover the recommended contract amount of \$170,000 are available in the FY 2023-2024 general fund budget.

**OPTIONS:**

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

1. Authorize the City Manager to negotiate and enter into the professional services agreement.
2. Direct staff to return with more information.
3. Take no action.

---

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

**RECOMMENDED ACTION:**

Authorize the City Manager to negotiate and enter into a professional services agreement with Burke, Williams & Sorensen, LLP for general municipal legal services, in an amount not to exceed \$170,000.

**ATTACHMENTS:**

None



**Agenda Item No: 4.d**  
**Meeting Date: August 21, 2023**

<b>SAN RAFAEL CITY COUNCIL AGENDA REPORT</b>	
<b>Department: City Manager's Office</b>	
<b>Prepared by: Bernadette Sullivan, Senior Management Analyst</b>	<b>City Manager Approval:</b> _____

**TOPIC: TRANSPORTATION AUTHORITY OF MARIN (TAM) FEE AGREEMENT**

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FEE AGREEMENT BETWEEN THE TRANSPORTATION AUTHORITY OF MARIN (TAM) AND MARIN COUNTY, TOWNS AND CITIES**

**RECOMMENDATION:**  
Adopt the resolution authorizing the City Manager to execute a fee agreement between the Transportation Authority of Marin (TAM) and Marin County, Towns and Cities.

**BACKGROUND:**  
The Transportation Authority of Marin (TAM) serves as the Congestion Management Agency (CMA) for the County of Marin and all local jurisdictions within Marin County. Since the formation of the CMA, these jurisdictions have made annual, formula-based fee contributions to TAM, based on their population and proportionate share of lane miles. This is the same formula used by TAM to distribute local streets and road infrastructure funds under the Measure A/AA ½-Cent Transportation Sales Tax Program (currently about \$6.5 million annually for all Marin agencies) as well as for the bike/pedestrian improvement funds under the Measure B Vehicle Registration Funds (currently about \$700,000 annually for all Marin agencies).

In fiscal year 2005-06, with the full start of the Measure A ½-Cent Transportation Sales Tax program/projects, the total fee for all Marin jurisdictions was increased to \$430,000 (from \$350,000) annually to help cover the cost of additional functions TAM took on both as the CMA and the sales tax administration agency of Marin, and to provide the matching funds needed for various grant sources. The fee was maintained at \$430,000 for 10 years, until 2015, when all local Marin jurisdictions agreed to a temporary 30% (\$129,000 per year) increase over a 5-year period, to support several critical county-wide transportation efforts. The temporary increase took effect in fiscal year 2015-16 and expired in fiscal year 2019-20. The fee was then reduced and held at \$500,000 for two years in recognition of the fiscal impacts due to the COVID-19 pandemic.

The Marin jurisdiction fees fund TAM to perform several important countywide functions, including but not limited to:

---

**FOR CITY CLERK ONLY**

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

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

**SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2**

- Support Marin agencies on existing and new funding programs with applications and fund monitoring
- Develop and maintain a TAM Demand Model (travel model)
- Support traffic monitoring and reporting
- Develop and implement the TAM Strategic Vision Plan/Countywide Transportation Plan
- Support Marin agencies in project delivery with Caltrans and Metropolitan Transportation Commission requirements
- Support Marin agencies in public outreach efforts
- Provide support to Marin agencies on ongoing programs, such as electric vehicle program, Marin Commutes program, and Connect2Transit program.

**ANALYSIS:**

TAM and the Marin Manager’s Association, comprised of all City and Town Managers, recently worked together to reach a long-term fee structure agreement. This agreement aims to stabilize revenues while making the amounts predictable for all parties and reducing the administration of determining fee levels each year. The new long-term fee structure begins with a \$550,000 base amount for fiscal year 2022-23 (retroactive) which increases annually by the Bay Area Consumer Price Index (CPI). The base amount for all Marin jurisdictions for the current fiscal year 2023-24 is \$576,950. As noted in the table below, the fiscal year 2023-24 amount for the City of San Rafael is \$114,368.

The proposed agreement would commit the City to the terms of the funding agreement for a 5-year period, beginning 2022-23 (Attachment # 2). Following that 5-year period, the parties would review, and may renegotiate, the terms of the agreement.

**FISCAL IMPACT:**

Under the funding agreement, each Marin jurisdiction would pay TAM their share of the total annual fee contribution to perform several countywide functions. For fiscal year 2023-24, the total base fee is \$576,950 and the City’s contribution to the base fee is \$114,368.

Each jurisdiction’s fee contribution is calculated based on 50% of that agency’s proportion of the County’s population and 50% of that agency’s proportion of the County’s total lane miles as follows:

$$\text{MARIN AGENCY Share Percentage} = (0.50 \times (\text{MARIN AGENCY Population} / \text{Total Countywide Population})) + (0.50 \times (\text{MARIN AGENCY Lane Miles} / \text{Total Countywide Lane Miles}))$$

The table below shows the fiscal year 2023-24 base fee for all Marin jurisdictions and each agency’s fee contribution amount to the base fee. The base fee will be adjusted annually in accordance with the Bay Area CPI. Each jurisdiction’s share of the fee will be calculated annually based on what is used in the most recent TAM Measure A/AA Sales Tax Strategic Plan for local streets and road funding distribution.

**TAM FY2023-24 City/County Fee Schedule:**

<b>Agency</b>	<b>% Share</b>	<b>FY2023-24 Fee</b>
Belvedere	1.0%	\$5,611
Corte Madera	3.7%	\$21,264
Fairfax	2.8%	\$15,983
Larkspur	4.1%	\$23,544
Mill Valley	5.5%	\$31,784
Novato	17.9%	\$103,476
Ross	1.0%	\$5,663

**SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3**

San Anselmo	4.4%	\$25,600
San Rafael	19.8%	\$114,368
Sausalito	2.7%	\$15,833
Tiburon	3.4%	\$19,501
County	33.7%	\$194,334
<b>Total</b>	<b>100.0%</b>	<b>\$576,950</b>

**OPTIONS:**

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

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

**RECOMMENDED ACTION:**

Adopt the resolution authorizing the City Manager to execute a fee agreement between the Transportation Authority of Marin (TAM) and Marin County, Towns and Cities.

**ATTACHMENTS:**

1. Resolution
2. City/County Fee Agreement Between Transportation Authority of Marin and Marin County, Towns and Cities

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A FEE AGREEMENT  
BETWEEN THE TRANSPORTATION AUTHORITY OF MARIN (TAM) AND MARIN  
COUNTY, TOWNS AND CITIES**

**WHEREAS**, the Transportation Authority of Marin (TAM) serves as the Congestion Management Agency (CMA) for Marin County; and

**WHEREAS**, in order to support the essential functions carried out by TAM, all local jurisdictions in Marin, including the County of Marin, have been making an annual formula-based City/County fee contribution to TAM that is calculated based on 50% population and 50% lane miles shared; and

**WHEREAS**, the annual formula-based City/County fee contribution is the same formula used for TAM to distribute local streets and road infrastructure funds under the Measure A/AA ½-Cent Transportation Sales Tax Program; and

**WHEREAS**, beginning in fiscal year (FY) 2005-06 and for a period of 10 years, the City/County fee was set at \$430,000 annually to help cover the cost of additional functions TAM took on both as the CMA and the sales tax administration agency of Marin, and to provide the matching funds needed for various grant sources; and

**WHEREAS**, in 2015, all local jurisdictions agreed to a temporary 30% (\$129,000 per year) increase over a 5-year period, to support several critical county-wide transportation efforts. The temporary increase took effect in FY 2015-16 and expired in FY2019-20 when it was then reduced and held at \$500,000 for two years; and

**WHEREAS**, this fee agreement establishes a long-term fee structure intended to stabilize the revenues, make the amounts predictable for all parties, and reduce the administration of determining a level each year, by setting a base fee to increase each year by the Consumer Price Index (CPI) and establishing each member's share of the base fee to be calculated annually based on what is used in the most recent TAM Measure A/AA Sales Tax Strategic Plan for local streets and road funding distribution; and

**WHEREAS**, the agreement commits the City and all other parties to the terms of the funding agreement for a 5-year period, beginning retroactively to FY2022-23; and

**WHEREAS**, for current fiscal year FY2023-24, the total base fee is \$576,950 and San Rafael's fee contribution to the base fee is \$114,368.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of San Rafael does hereby authorize the City Manager to execute the *TAM Agreement A-FY23-03, City/County Fee Agreement Between Transportation Authority of Marin and Marin County, Towns, and Cities*, attached to the staff report submitted with this Resolution.



I, Lindsay Lara, City Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council held on the 21<sup>st</sup> day of August 2023, by the following vote, to wit:

AYES:           COUNCILMEMBERS:  
NOES:           COUNCILMEMBERS:  
ABSENT:        COUNCILMEMBERS:

\_\_\_\_\_  
Lindsay Lara, City Clerk

**TAM AGREEMENT A-FY23-03**

**CITY/COUNTY FEE AGREEMENT  
BETWEEN  
TRANSPORTATION AUTHORITY OF MARIN  
AND  
MARIN COUNTY, TOWNS, AND CITIES**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, by and between the Transportation Authority of Marin, hereinafter referred to as "TAM," and Marin County, hereinafter referred to as "COUNTY," Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon, hereinafter referred to as "TOWNS," and Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito, hereinafter referred to as "CITIES." The COUNTY, TOWNS, and CITIES are collectively hereinafter referred to as "MARIN AGENCIES" and individually hereinafter referred to as "MARIN AGENCY."

**SECTION 1. RECITALS**

1. To support the essential functions that TAM conducts as the Congestion Management Agency (CMA) and County Transportation Agency (CTA) for Marin, MARIN AGENCIES contribute annual formula-based (calculated based on 50% population and 50% lane miles share) fee to TAM, as agreed upon by the Marin Managers Association (MMA) on behalf of MARIN AGENCIES.
2. The annual formula-based fee is known as the City/County fee.
3. In FY2005-06, the City/County fee was increased to \$430,000 from \$350,000 annually to defray additional costs for TAM to administer the new voter-approved Measure A Transportation Sales Tax measure while continuing to perform existing CMA and CTA functions for local jurisdictions.
4. The annual City/County fee of \$430,000 was maintained until FY2015-16, when local jurisdictions agreed to a temporary 30% increase of \$129,000 annually for an increased annual amount of \$559,000, to support critical countywide transportation efforts.
5. The temporary increase of \$129,000 expired in FY2019-20.
6. Prior to the expiration of the temporary increase, TAM and MMA agreed to revise the total annual City/County fee to \$500,000 for FY2020-21 and FY2021-22 to alleviate burdens for local jurisdictions dealing with COVID pandemic issues, including the anticipated reduction in revenue collection.
7. During the budget and fee structure review process in 2022, TAM and MMA reached an agreement on a long-term fee structure with an annual City/County fee of \$550,000 base starting FY2022-23.
8. TAM and MMA also agreed that the annual City/County fee will be adjusted annually in accordance with the Bay Area Consumer Price Index (CPI) after FY2022-23.

**SECTION 2. PURPOSE OF FUNDING AGREEMENT**

This AGREEMENT is entered into by and between TAM and MARIN AGENCIES to specify the amount that each MARIN AGENCY is obligated to contribute to the City/County fee each year. The new City/County fee level established for FY2022-23 will be adjusted annually in accordance with the Bay Area CPI after FY2022-23.

**SECTION 3. SCOPE OF SERVICES**

TAM will perform services with the City/County fee including but not limited to the following:

- Support MARIN AGENCIES on existing and new funding programs with applications and fund monitoring
- Develop and maintain TAM Demand Model (travel model)
- Support traffic monitoring and reporting
- Develop and implement TAM Strategic Vision Plan/Countywide Transportation Plan
- Support MARIN AGENCIES in project delivery with Caltrans and Metropolitan Transportation Commission requirements
- Support MARIN AGENCIES in public outreach efforts
- Provide support to MARIN AGENCIES on ongoing programs, such as electric vehicle program, Marin Commutes program, and Connect2Transit program.

**SECTION 4. FEE AMOUNT**

Each MARIN AGENCY hereby agrees to pay TAM its share of the total annual fee contribution to perform tasks highlighted in SECTION 3. The share of each MARIN AGENCY’s fee contribution is calculated based on 50% population and 50% lane mile within the jurisdiction as follows:

$$\text{MARIN AGENCY Share Percentage} = [0.50 \times [\text{MARIN AGENCY Population} / \text{Total Countywide Population}]] + [0.50 \times [\text{MARIN AGENCY Lane Miles} / \text{Total Countywide Lane Miles}]]$$

The table below shows the base fee that all MARIN AGENCIES agreed to for FY2022-23. The amount will be adjusted annually in accordance with the Bay Area CPI after FY2022-23. The CPI calculation will be based on the Bureau of Labor Statics’ (BLS’s) “12-Month All Items Index, Not Seasonally Adjusted” data as of December of each prior year for the San Francisco Area. In the case the CPI as of December is negative, the total fee amount will stay flat for the upcoming year. Each member’s share of the fee contribution will be updated based on what is used in the most recent TAM Measure A/AA Sales Tax Strategic Plan for local streets and road funding distribution. The annual adjusted amounts will be provided to MARIN AGENCIES by April 30 of each year.

**FY2022-23 City/County Fee Schedule**

<b>Agency</b>	<b>% Share</b>	<b>FY2022-23 Fee</b>
Belvedere	1.0%	\$5,372
Corte Madera	3.7%	\$20,234
Fairfax	2.7%	\$15,123
Larkspur	3.9%	\$21,700
Mill Valley	5.6%	\$31,066
Novato	18.0%	\$99,253
Ross	1.0%	\$5,754
San Anselmo	4.4%	\$24,360
San Rafael	19.5%	\$107,377
Sausalito	2.8%	\$15,196
Tiburon	3.5%	\$19,094
County	33.7%	\$185,473
<b>Total</b>	<b>100.0%</b>	<b>\$550,000</b>

Each MARIN AGENCY shall only be responsible for paying its annual contribution amount. In the event that any MARIN AGENCY neglects or fails to pay the full amount due to TAM, TAM shall be responsible for collection of the amounts due from that MARIN AGENCY. In no event shall any MARIN AGENCY be responsible for paying any portion of another MARIN AGENCY's contribution amount or assist with collection of such amounts.

**SECTION 5. INVOICING**

After the adoption of TAM's annual budget each year, TAM shall submit an invoice to each MARIN AGENCY for the amount as described and specified in SECTION 4, including annual increase determined by the Bay Area CPI after FY2022-23. Payment shall be remitted to TAM within 30 days upon receipt of invoice.

**SECTION 6. TERMINATION**

This AGREEMENT shall be subject to review by TAM and all members of MARIN AGENCIES five (5) years after the date of execution. During the review, TAM and all members of MARIN AGENCIES agree to discuss the terms of the AGREEMENT and, if necessary, renegotiate one or more of the terms hereof. If TAM and all members of MARIN AGENCIES agree to modifications of this AGREEMENT, such modifications shall be incorporated herein by amendment.

This AGREEMENT will otherwise remain valid and enforceable until termination by mutual consent between TAM and all members of MARIN AGENCIES.

**SECTION 7. LIABILITY**

MARIN AGENCIES agree to defend, indemnify, and hold harmless TAM, its officers, employees, and agents, from any and all acts, claims, omissions, liabilities, and losses asserted by any third party arising out of the separate and individual acts or omissions of MARIN AGENCIES in connection with this AGREEMENT, except those arising by reason of the sole negligence of TAM, its officers, employees, and agents. Section 7 shall not be construed as a MARIN AGENCY agreeing to defend, indemnify, and hold harmless another MARIN AGENCY or MARIN AGENCIES.

TAM agrees to defend, indemnify, and hold harmless MARIN AGENCIES, their officers, employees, and agents, from any and all acts, claims, omissions, liabilities, and losses asserted by any third party arising out of acts or omissions of TAM in its obligations under this AGREEMENT, except those arising by reason of the sole negligence of MARIN AGENCIES, their officers, employees, and agents.

**SECTION 8. ACCEPTANCE OF AGREEMENT**

TAM and MARIN AGENCIES do hereby accept and agree to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

**County of Marin**

**Transportation Authority of Marin (TAM):**

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

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

Anne Richman, Executive Director

\_\_\_\_\_  
Print Name and Title

**Town of Corte Madera**

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

\_\_\_\_\_  
Print Name and Title

**Town of Fairfax**

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

\_\_\_\_\_  
Print Name and Title

**Town of Ross**

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

\_\_\_\_\_  
Print Name and Title

**Town of San Anselmo**

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

\_\_\_\_\_  
Print Name and Title

**Town of Tiburon**

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

\_\_\_\_\_  
Print Name and Title

**City of Belvedere**

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

\_\_\_\_\_  
Print Name and Title

**City of Larkspur**

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

\_\_\_\_\_  
Print Name and Title

**City of Mill Valley**

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

\_\_\_\_\_  
Print Name and Title

**City of Novato**

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

\_\_\_\_\_  
Print Name and Title

**City of San Rafael**

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

\_\_\_\_\_  
Print Name and Title

**City of Sausalito**

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

\_\_\_\_\_  
Print Name and Title



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Human Resources / Library and Recreation

Prepared by: Marissa Sanchez, Human Resources Director  
Craig Veramay, Assistant Library and Recreation Director

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

**TOPIC: SEIU LOCAL 1021 SIDE LETTER AGREEMENT AND FY 2023-24 AUTHORIZED POSITIONS IN THE CHILDCARE PROGRAM**

**SUBJECT: RESOLUTION APPROVING THE SIDE LETTER AGREEMENT AND AMENDING FY 2023-24 AUTHORIZED POSITIONS IN THE CHILDCARE PROGRAM**

**RECOMMENDATION:**

Adopt the resolution approving the side letter agreement between the City of San Rafael and SEIU Local 1021 and amending the FY 2023-24 authorized positions in the childcare program.

**BACKGROUND:**

In March 2021, the City of San Rafael entered into a [Memorandum of Understanding \(MOU\) with the SEIU Local 1021 Miscellaneous and Supervisory Unit](#) for a three-year term from July 1, 2021 through June 30, 2024, and a separate [MOU with the SEIU Local 1021 Child Care Unit](#), covering the Child Care Director and Child Care Instructor I/II classifications, for a three year term from November 1, 2021 through October 31, 2024.

The City employs Childcare Directors and Childcare Instructor I/II staff to operate the school-age childcare program. These classifications are full-time and require employees to maintain certain Early Childhood Education (ECE) credits, aligned with current state licensing requirements. The City has struggled to recruit employees into the Childcare Instructor I/II classifications for nearly a decade. Potential applicants who seem otherwise well qualified have shared that they have not applied for these positions because they do not possess the educational minimum qualifications, are not interested in pursuing them, or that they are not interested in working full-time. This is an industry-wide trend that many other childcare agencies statewide have identified as a significant challenge to operating childcare programs, and an issue that has routinely been a topic of conversation at the bargaining table with our labor partner, SEIU Local 1021. City staff have been more successful in finding temporary seasonal employees to work in the program as Childcare Specialists and Childcare Aides; classifications that are considered temporary/seasonal employees who are not represented by the union and do not require maintenance of ECE credits. However, these employees do not count toward satisfying the State Licensing staff to student ratio requirements.

**FOR CITY CLERK ONLY**

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

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

The City currently maintains state licensing for its school-age program sites; however, state licensing is not required for public recreation programs operated by a state, city, county, special district, school district, community college district, chartered city, or chartered city and county that meets either of the following criteria:

- The program is operated only during hours other than normal school hours for kindergarten and grades 1<sup>st</sup> to 12<sup>th</sup>, inclusive, in the public school district where the program is located, or operated only during periods when students in kindergarten and grades 1<sup>st</sup> to 12<sup>th</sup>, inclusive, are normally not in session in the public school district where the program is located, for either of the following periods:
  - For under twenty hours per week
  - For a total of fourteen weeks or less during a twelve-month period. This total applies to any fourteen weeks within any twelve-month period, without regard to whether the weeks are consecutive.
- Extended daycare programs operated by public or private schools, including, but not limited to, expanded learning opportunity programs, as specified in subparagraphs (B) and (C) of paragraph (9) of subdivision (b) of Section 46120 of the Education Code.

All of the City's after school, school-age programs operated on San Rafael School District (SRSD) sites meet these criteria and do not require state licensing. Miller Creek School District (MCSD) sites would need to close fifteen minutes earlier to meet state criteria for unlicensed programs.

In an effort to solve the continuous recruitment challenges and move toward a more sustainable staffing model, the City determined it would be best to operate the school-age childcare programs without State licenses beginning in Fall 2023.

The City approached the SEIU Local 1021 to discuss the program impacts of discontinuing school-age licensure. Additionally, the City proposed to restructure the staffing model to hire more temporary/seasonal employees that are not required to have ongoing ECE credits, which would help to solve the recruitment challenges. As analyzed below, the parties reached an agreement that will support the continuation of these important services in local elementary schools.

**ANALYSIS:**

In June 2023, the City's negotiating team and representatives of SEIU Local 1021, met to discuss Section 8 of the MOU between SEIU Local 1021 and the City of San Rafael, entitled "Reopener related to reorganization of City's Child Care program". We discussed the City's plan to reorganize the school-age childcare program and not seek licensing from the State for the school-age childcare program. Without the licensing requirements imposed by the State, the parties agree that going forward, the City may hire part-time, temp/seasonal employees into the Child Care Aide and Child Care Specialist classifications to staff the school-age childcare program, which both have lower minimum qualifications than the Instructor I/II classifications and are not in the SEIU bargaining unit.

The parties also agreed to merge the SEIU, Local 1021 Child Care Unit into the SEIU, Local 1021 Miscellaneous and Supervisory MOU. Specifically, this means that except for the provisions spelled out in the side letter and listed below, the Child Care Director and the Child Care Instructor I/II classifications will be moved to the SEIU Miscellaneous and Supervisory Unit and will be bound by the provisions of that agreement.



If this side letter is approved, the City would eliminate seventeen of the unfilled vacant positions, which equates to 12.32 FTEs. Additionally, 25 positions, equating to 24.08 FTEs, would be moved to the SEIU Local 102 Miscellaneous and Supervisory Group/MOU (see table below).

Childcare Classifications	Current Authorized Staffing for FY 2023-24		Vacancies Proposed To Be Eliminated, based on Side Letter, as of 9/1/23		Proposed Amended Authorized Positions, transferred to SEIU 1021, for FY 2023-24	
	Positions	FTE	Positions	FTE	Positions	FTE
Instructor I	14	8.80	12	7.32	2	1.48
Instructor II	19	19.00	5	5.00	14	14.00
Director	9	8.60			9	8.60
<b>Total</b>	<b>42</b>	<b>36.40</b>	<b>17</b>	<b>12.32</b>	<b>25</b>	<b>24.08</b>

The following provisions of the existing Child Care MOU will continue to apply to employees in the Child Care Director and Child Care Instructor I/II classifications until the parties negotiate a successor MOU for the SEIU, Local 1021 Miscellaneous and Supervisory Bargaining Unit, expiring June 2024:

- 3.1 General Wage Increase
- 3.2 Step Increases
- 3.4.1 Split Pay Shift Differential
- 4.2.4 Retirees Health Insurance
- 4.2.5 Pro Rata Benefit Rules
- 4.3 Dental Plan
- 4.5.2 City Paid Employee Retirement (City Paid Member Contribution)
- 6.1 Hours of Work
- 6.2 Staff Development/Training Days
- 6.4.1 Accrual Limit
- 6.6 Temporary Promotions
- 6.8.1 CPR/First Aid Training
- 6.8.4 Child Care Division Employee Program Discount

While the majority of the terms will remain the same until the MOU is renegotiated in 2024, the parties' agreement will increase the City's health care contribution to employees currently in the Child Care Director and Child Care Instructor I/II classifications to match the contribution made to employees in the SEIU, Miscellaneous and Supervisory Unit. This cost, discussed in the fiscal impact section below, will be offset by the elimination of the 17 vacant positions, which will be eliminated and no longer represented by SEIU Local 1021, as the City hires more temporary, less costly staff to support the childcare program.

The parties discussed the impacts of going unlicensed in the school-age childcare program. This modification will support the City to hire more temporary employees who do not have ECE credentials, but who are able to be fully trained to provide excellent childcare services, consistent with the service levels of the program.

The parties satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act and have reached an agreement to move the Child Care Unit classifications of Child Care Director and Instructor I/II, into the SEIU Local 1021 Miscellaneous and Supervisory Unit by execution of a Side Letter Agreement (Attachment A). Attachment B is a resolution to approve the recommended Side Letter Agreement. Attachment C and D are the updated salary schedules showing the Child Care Unit classifications on the SEIU salary schedule, and salaries for those positions effective September 1, 2023, and November 1, 2023. These salary schedules do not reflect any increase in salary; they are an administrative action necessary to reflect the current salaries of the childcare employees that are moving from one bargaining unit to another.

Pending the City Council's approval, this agreement would be effective beginning September 1, 2023, at the start of the first full pay period.

**FISCAL IMPACT:**

The total cost of moving twenty-five positions from the Child Care Unit to the SEIU 1021 Miscellaneous and Supervisory unit is approximately \$40,000. This cost will be fully absorbed through the salary savings from the vacant positions being eliminated as a result of the proposed side letter.

**OPTIONS:**

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

1. Adopt resolution approving the side letter agreement between the City of San Rafael and SEIU Local 1021 and amending the FY 2023-24 authorized positions in the childcare program.
2. Direct staff to return to the bargaining table.

**RECOMMENDED ACTION:**

Adopt resolution approving the side letter agreement between the City of San Rafael and SEIU Local 1021 and amending the FY 2023-24 authorized positions in the childcare program.

**ATTACHMENTS:**

- A. Side Letter Agreement
- B. Resolution approving the recommended Side Letter Agreement 1021 and amending the FY 2023-24 authorized positions in the childcare program, including Exhibit 1, SEIU Side Letter.
- C. SEIU Local 1021 Miscellaneous and Supervisory Unit salary schedule as of September 1, 2023
- D. SEIU Local 1021 Miscellaneous and Supervisory Unit salary schedule as of November 1, 2023

SIDE LETTER AGREEMENT  
BETWEEN SEIU LOCAL 1021 CHILD CARE UNIT  
AND CITY OF SAN RAFAEL

The City of San Rafael (hereinafter referred to as the City) and SEIU Local 1021 Child Care Unit (hereinafter referred to as the "Union") entered into a Memorandum of Understanding ("MOU") with a term beginning on November 1, 2021 and terminating on October 31, 2024. The City and the Union are collectively referred to herein as the "Parties." The Parties now wish to amend the MOU.

The specific provisions contained in this Agreement are intended to supersede any previous agreements, whether oral or written, regarding the matter contained in this Agreement. Except as provided here, all wages, hours, and other terms and conditions of employment presently in the MOU remain in full force and effect.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias.

In June 2023, the parties met to discuss Section 8 of the MOU between SEIU Local 1021 and the City of San Rafael, entitled "Reopener related to reorganization of City's Child Care program". We discussed the City's plan to reorganize the school-age Child Care program and not seek licensing from the State of CA for the school-age Child Care program. Without the licensing requirements imposed by the State, the parties agree that going forward, the City may hire part-time, temp/seasonal employees into the Child Care Aide and Child Care Specialist classifications to staff the school-age Child Care program, which both have lower minimum qualifications than the Instructor I/II classifications and are not in the SEIU bargaining unit. The City may utilize the Instructor I/II classifications as qualified applicants are identified and will advertise the job listing for Instructor I/II when recruiting for Child Care Aide and Child Care Specialist positions. Existing Directors and Instructor I/II's, who are employed in these classifications as of July 1, 2023, will not be laid off solely as part of this reorganization, which is due to the changes in licensing described above.

As of the date of this agreement, the Child Care Director classification and the Child Care Instructor I and Instructor II classifications shall be moved to the Miscellaneous Bargaining Unit. Both bargaining units are still represented by SEIU, Local 1021.

Between July 2023 and January 2024, the City will conduct a classification study of the Child Care Director classification to determine if the classification is appropriate to support employee growth and Child Care division operations. At this time, the parties will determine whether it is appropriate for the Child Care directors to be included in the Supervisory Unit of this MOU. Around January 2024, the parties will meet to negotiate the comparators for the Child Care Director classification (or its

new title) to be used in the compensation study for contract negotiation in 2024. At the same time, the parties will meet to discuss an appropriate benchmark for both the Child Care Director and the Instructor I/II classifications.

Consistent with our most recent survey, the following jurisdictions will be used as comparators for the Instructor I/Instructor II classifications: City of Belmont, City of Emeryville, City of San Mateo, City of South San Francisco, City of Novato, City of Larkspur, and Town of San Anselmo.

During negotiations for a successor agreement for the Miscellaneous/Supervisory bargaining unit, up to 3 bargaining team members from Child Care may be added to the SEIU team with no loss of bargaining team members chosen by the Miscellaneous unit.

*Section 3.1.1 Pay Dates* of the Miscellaneous and Supervisory 2021-2024 MOU will be modified to show the annual hours for Full-time Instructor I/II shall be 1,820 hours per year (35 hours per week times 52 week per year equals 1,820 per year)

Unless specified in this agreement, all other provisions of the Miscellaneous and Supervisory Bargaining Unit MOU will apply to the Child Care Director and Instructor I/II classifications.

The following previously negotiated sections of the 2021-2024 Child Care MOU will apply to Child Care Director and Instructor I/II classifications in the new bargaining unit, pursuant to this Side Letter. All provisions of this Side Letter, except paragraphs 1 and 2 of this agreement, including provisions held over from the Child Care MOU to apply to these classifications, will expire when a successor agreement is approved for the Miscellaneous and Supervisory bargaining unit unless the provisions are mutually agreed upon by the parties in successor negotiations.

### 3.1 GENERAL WAGE INCREASE (This Section shall replace, in its entirety, section 3.1.2 in the Miscellaneous SEIU agreement)

Effective the first full pay period in November 2021, the City will provide a 1.6% general salary increase plus a 1.4% equity increase to all bargaining unit classifications (a total of 3% increase).

Effective the first full pay period in November 2022, the City will provide a 1.6% general salary increase plus a 1.4% equity increase to all bargaining unit classifications (a total of 3% increase).

Effective the first full pay period in November 2023, the City will provide a 1.6% general salary increase plus a 1.4% equity increase to all bargaining unit classifications (a total of 3% increase).

### 3.2 STEP INCREASES (This Section shall replace, in its entirety, section 3.2 in the Miscellaneous SEIU agreement)

Except as provided below, when considering a step increase for Child Care Program employees, he/she must have at least one year of satisfactory service and have worked a minimum of 700 hours during the preceding year and receive a positive evaluation from his/her supervisor. If said employee does not qualify for a step increase after each year of service, he/she will be considered for that increase upon the completion of the minimum 700-hour requirement. Employees are eligible to advance to Step E on their anniversary date after having spent at least two years at Step D.

### 3.4.1 SPLIT PAY SHIFT DIFFERENTIAL (A comparable section does not exist in the SEIU Miscellaneous agreement)

Child Care workers covered by this MOU who have a two-hour or more break in shifts during the same day will receive a .5 hour premium pay for that day.

### 4.2.4 RETIREES HEALTH INSURANCE (This Section shall replace, in its entirety, section 4.2.2 in the Miscellaneous SEIU agreement)

Employees represented by the Union who retire from the Marin County Employees' Retirement Association (MCERA) within 120 days of leaving their City of San Rafael position (and who comply with the appropriate retirement provisions under the MCERA laws and regulations) are eligible to continue in the City's retiree group health insurance program offered through PEMHCA. The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. a. Longevity Payment for Employees hired on or before January 1, 2010.

The City shall make a monthly longevity payment into a Retiree Healthcare Reimbursement Trust (Retiree HRA Trust) on behalf of employees hired before January 1, 2010 and who retire from the City of San Rafael as described in this Section. The City's monthly contribution to the Retiree HRA trust shall not exceed \$543 per month. The City's contribution towards a retiree's Retiree HRA Trust account shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage. b. Employees hired on or after January 1, 2010 and who meet the eligibility

requirements for retiree health insurance are eligible to continue in the City's group health insurance program. The City's maximum contribution towards retiree coverage under this subsection, 3.1.5 B, shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis. The City shall not be responsible for making any contributions towards the cost of coverage of the retiree's spouse, registered domestic partner, or dependents upon the employee's retirement from the City in excess of the PEMHCA minimum contribution as required by CalPERS. The City shall additionally make available a retiree health care trust to enable these employees hired on or after January 1, 2010 to prefund retiree health care premiums while employed by the City. The retiree health care trust shall be funded by annual conversion of 50 hours of sick time in service on July 1 of each year, provided an employee has a remaining balance of 125 hours of sick leave after the conversion.

**4.2.5 PRO RATA BENEFIT RULES (This Section shall replace the last 2 paragraphs of section 4.2.1 in the Miscellaneous SEIU agreement beginning with "Unless a greater"... and ending with "is required by law".)**

Employees covered by this Agreement who work less than full time but more than twenty (20) hours per week on a regular basis shall be eligible to receive: a) pro-rated leave benefits; b) a pro-rated share of the monthly dollar contribution made by the city to be used for enrollment in city offered group health, life, and long term disability insurance plans which the employee may be eligible for based upon the regular hours the employee works, and c) pro-rated share shall be equivalent to the part time employee position's ratio of hours worked to full time equivalency. For those part time employees hired prior to January 1, 2010, the flex dollar allowance shall be pro-rated based off of \$909 per month. For those electing "Employee Only" coverage, the maximum benefit for these part time employees shall be \$650 per month

**4.3 DENTAL PLAN (This Section shall replace, in its entirety, section 4.3 in the Miscellaneous SEIU agreement)**

The City will provide a dental insurance program for all full-time and part-time, permanent employees regularly scheduled to work a minimum of 20 hours per week. All employees enrolled in the dental insurance program will be enrolled in the subgroup that provides \$1,500 maximum benefit for one Dental Expense Period for all covered dental expenses, for all eligible enrollees, except for Orthodontic Treatment which has an aggregate maximum benefit (lifetime) of \$1,000 and is limited to eligible dependent children. The City will pay the full cost of the monthly dental insurance premium for full-time

employees, including those with a 35-hour full-time position. For the eligible part-time, permanent employees enrolling in the City's group dental insurance program, the City will pay the first \$70 per month of the actual premium rate for the eligible part-time, permanent employees and the enrolled employee will be responsible through payroll deduction for the balance of the monthly premium. In the event of an increase in the dental insurance premium, the City payment of eligible part-time, permanent employees shall be increased to maintain the same dollar differential between full-time and part-time. The plan shall cover enrollment for eligible employees and their eligible dependents. Refer to the dental insurance policy booklet for eligibility requirements and specific coverage and other benefit limitations.

**4.5.2 CITY PAID EMPLOYEE RETIREMENT (City Paid Member Contribution)**  
(This Section shall replace, in its entirety, section 4.7.1 in the Miscellaneous SEIU agreement)

Bargaining unit, members shall pay the full share of the employee's contribution to the Marin County Retirement System. The employee's share of their contribution shall be paid by the employee through automatic payroll deductions. In accordance with the Marin County Employees Retirement Association (MCERA) and City administrative requirements, all unit employees will pay an additional contribution of one percent (1%) of pensionable compensation toward the normal cost of pension provided by MCERA, in addition to the current employee contribution towards pension as determined by MCERA. The City of San Rafael acknowledges that under its current practice, the employees' share of their retirement contribution is deducted with pre-tax dollars. This practice will continue until changed through the Meet and Confer process or until IRS regulations change.

**6.1 HOURS OF WORK** (This Section shall replace, in its entirety, section 6.1 in the miscellaneous SEIU agreement)

The work week for full-time Child Care Center Directors shall be 37.5 hours per week and 35.0 hours per week for full-time Child Care Instructors I and II.

Within the hours of operation, changes in the days or hours of the regular work schedule of an employee shall be posted at least seven (7) days in advance. No advance notice to employees by the City of schedule changes will be required when changes occur as a result of work-related emergencies,



i.e., multiple sicknesses, disabilities or injuries; or staff shortage occurring less than seven days in advance or due to unplanned changes in school operations or schedules beyond the control of the City.

**6.2 STAFF DEVELOPMENT / TRAINING DAYS (A comparable section does not exist in the Miscellaneous SEIU agreement)**

Effective July 1, 1995, four (4) days of staff development/preparation will be provided per fiscal year.

The scheduling of these days during the fiscal year will be accomplished through the recommendation of the Child Care Center Directors and approval of the Recreation Supervisor for the Child Care Program.

**6.4.1 ACCRUAL LIMIT (This Section shall replace, in its entirety, section 6.3.1 in the Miscellaneous SEIU agreement)**

Upon accrual of time, five (5) days or forty (40) hours of compensatory time, employees shall be paid overtime at a rate of time and one-half of their base salary rate for hours worked and may not accrue additional compensatory time.

**6.6 TEMPORARY PROMOTIONS (A comparable section does not exist in the Miscellaneous SEIU agreement)**

Employees assigned to work out of class and perform the work of a Child Care Center Director for a period of three consecutive days or longer, will be compensated at an hourly rate of five percent (5%) greater than the employee's current rate, or at the lowest step of the Child Care Center Director's salary range, whichever is greater. The increase shall be retroactive to include the first day.

**6.8.1 CPR/FIRST AID TRAINING (A comparable section does not exist in the Miscellaneous SEIU agreement)**

An annual program for cardiopulmonary resuscitation (CPR) and First Aid certification will be provided for persons working as Child Care Directors and Instructors II

**6.8.4 CHILD CARE DIVISION EMPLOYEE PROGRAM DISCOUNT (A comparable section does not exist in the Miscellaneous SEIU agreement)**



All Child Care Division staff with children enrolled in any City of San Rafael Child Care Division program will receive a 50% discount on program fees based on their level of enrollment. All policies regarding admission and attendance in the Child Care Program will continue to apply to Child Care staff in accordance with the Child Care Division Parent Handbook and Child Care Staff Handbook.

The provisions of this agreement shall remain in force and effect until the parties negotiate a successor agreement for the Miscellaneous and Supervisory bargaining unit, expiring June 2024. All provisions of this Side Letter, except paragraphs 1 and 2 of this agreement, including provisions held over from the Child Care MOU to apply to these classifications, will expire when a successor agreement is approved for the Miscellaneous and Supervisory bargaining unit unless the provisions are mutually agreed upon by the parties in successor negotiations.

This agreement shall be effective on the first full pay period following approval by the City Council.

For the City:

<u>Angela Nicholson</u> <small>Angela Nicholson (Jul 17, 2023 20:32 PDT)</small>	Jul 17, 2023
Angela Nicholson	Date
Chief Spokesperson	
<u>CRAIG VERAMAY</u>	Jul 17, 2023
Craig Veramay	Date
City of San Rafael	
<u>Alissa Marie Curtin</u>	Jul 17, 2023
Alissa Curtin	Date
City of San Rafael	

For the Union:

<u>Joel Evans-Fudem</u>	Jul 13, 2023
Joel Evans-Fudem	Date
SEIU, Field Representative	
<u>Jana Blunt</u> <small>Jana Blunt (Jul 13, 2023 10:28 PDT)</small>	Jul 13, 2023
Jana Blunt	Date
SEIU, Field Representative	
<u><del>Trisha Cerutti-Saylors</del></u> <small>Trisha Cerutti-Saylors (Jul 13, 2023 13:39 EDT)</small>	Jul 13, 2023
Trisha Cerutti-Saylors	Date
<u>Gabriela Farias</u> <small>Gabriela Farias (Jul 17, 2023 12:43 PDT)</small>	Jul 17, 2023
Gabriela Farias	Date
<u>Jocelyn Hallroan</u> <small>Jocelyn Hallroan (Jul 17, 2023 12:47 PDT)</small>	Jul 17, 2023
Jocelyn Hallroan	Date







# SEIU-San Rafael Reopener Agreement FINAL 7.10


Final Audit Report


2023-07-18


Created:	2023-07-13
By:	alissa curtin (alissa.curtin@cityofsanrafael.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAASUvqkD5tPbrQPW7i03dA9Zqjxr4OF3Da


## "SEIU-San Rafael Reopener Agreement FINAL 7.10" History


-  Document created by alissa curtin (alissa.curtin@cityofsanrafael.org)  
2023-07-13 - 4:27:37 PM GMT
-  Document emailed to joel evans-fudem (joel.evans-fudem@seiu1021.org) for signature  
2023-07-13 - 4:30:18 PM GMT
-  Email viewed by joel evans-fudem (joel.evans-fudem@seiu1021.org)  
2023-07-13 - 5:22:48 PM GMT
-  Document e-signed by joel evans-fudem (joel.evans-fudem@seiu1021.org)  
Signature Date: 2023-07-13 - 5:23:54 PM GMT - Time Source: server
-  Document emailed to jana.blunt@seiu1021.org for signature  
2023-07-13 - 5:23:55 PM GMT
-  Email viewed by jana.blunt@seiu1021.org  
2023-07-13 - 5:27:14 PM GMT
-  Signer jana.blunt@seiu1021.org entered name at signing as Jana Blunt  
2023-07-13 - 5:27:59 PM GMT
-  Document e-signed by Jana Blunt (jana.blunt@seiu1021.org)  
Signature Date: 2023-07-13 - 5:28:01 PM GMT - Time Source: server
-  Document emailed to Trisha Cerutti (beanbag65@gmail.com) for signature  
2023-07-13 - 5:28:03 PM GMT
-  Email viewed by Trisha Cerutti (beanbag65@gmail.com)  
2023-07-13 - 5:38:22 PM GMT


 Document e-signed by Trisha Cerutti (beanbag65@gmail.com)  
Signature Date: 2023-07-13 - 5:39:17 PM GMT - Time Source: server


 Document emailed to fariasgab@yahoo.com for signature  
2023-07-13 - 5:39:19 PM GMT


 Email viewed by fariasgab@yahoo.com  
2023-07-17 - 7:42:42 PM GMT


 Signer fariasgab@yahoo.com entered name at signing as Gabriela Farias  
2023-07-17 - 7:43:03 PM GMT


 Document e-signed by Gabriela Farias (fariasgab@yahoo.com)  
Signature Date: 2023-07-17 - 7:43:05 PM GMT - Time Source: server

 Document emailed to sumrbel@aol.com for signature  
2023-07-17 - 7:43:06 PM GMT

 Email viewed by sumrbel@aol.com  
2023-07-17 - 7:47:00 PM GMT


 Signer sumrbel@aol.com entered name at signing as Jocelyn Hallroan  
2023-07-17 - 7:47:40 PM GMT


 Document e-signed by Jocelyn Hallroan (sumrbel@aol.com)  
Signature Date: 2023-07-17 - 7:47:42 PM GMT - Time Source: server


 Document emailed to anicholson@nicholsonstrategicservices.com for signature  
2023-07-17 - 7:47:43 PM GMT


 Email viewed by anicholson@nicholsonstrategicservices.com  
2023-07-18 - 3:32:24 AM GMT

 Signer anicholson@nicholsonstrategicservices.com entered name at signing as Angela Nicholson  
2023-07-18 - 3:32:48 AM GMT


 Document e-signed by Angela Nicholson (anicholson@nicholsonstrategicservices.com)  
Signature Date: 2023-07-18 - 3:32:50 AM GMT - Time Source: server


 Document emailed to CRAIG VERAMAY (craig.veramay@cityofsanrafael.org) for signature  
2023-07-18 - 3:32:52 AM GMT


 Email viewed by CRAIG VERAMAY (craig.veramay@cityofsanrafael.org)  
2023-07-18 - 3:33:06 AM GMT

 Document e-signed by CRAIG VERAMAY (craig.veramay@cityofsanrafael.org)  
Signature Date: 2023-07-18 - 3:35:18 AM GMT - Time Source: server

 Document emailed to alissa curtin (alissa.curtin@cityofsanrafael.org) for signature  
2023-07-18 - 3:35:19 AM GMT

 Email viewed by alissa curtin (alissa.curtin@cityofsanrafael.org)  
2023-07-18 - 3:37:22 AM GMT

 Document e-signed by alissa curtin (alissa.curtin@cityofsanrafael.org)  
Signature Date: 2023-07-18 - 3:38:49 AM GMT - Time Source: server

 Agreement completed.  
2023-07-18 - 3:38:49 AM GMT

**RESOLUTION NO.**

**RESOLUTION APPROVING THE SIDE LETTER AGREEMENT AND AMENDING FY 2023-24 AUTHORIZED POSITIONS IN THE CHILDCARE PROGRAM**

**WHEREAS**, in March 2021, the City of San Rafael entered into a Memorandum of Understanding (MOU) with the SEIU Local 1021 Unit for a three-year term from July 1, 2021 through June 30, 2024, and a separate MOU with the SEIU Local 1021 Child Care Unit for a three year term from November 1, 2021 through October 31, 2024; and

**WHEREAS**, the SEIU Local 1021 Child Care Unit MOU outlines terms and conditions of employment for the Child Care Director, Child Care Instructor II and Child Care Instructor I classifications; and

**WHEREAS**, in June 2023, the City’s negotiators and representatives of the SEIU Local 1021 Child Care Unit met to discuss the impact of reorganization of the City’s school-age Child Care program and the impact of the City’s decision to not seek licensing from the State of CA; and

**WHEREAS**, the parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Miliias-Brown Act and have reached an agreement to move the Child Care Unit classifications into the SEIU Local 1021 Unit by use of a Side Letter Agreement; and

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of San Rafael hereby approves the attached Side Letter Agreement Moving the SEIU Child Care Unit into the SEIU Local 1021 Bargaining Unit and amending the FY 2023-24 authorized positions in the childcare program

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 21<sup>st</sup> day of August 2023, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

---

Lindsay Lara, City Clerk

**City of San Rafael**  
**SEIU - SALARY SCHEDULE**  
Effective September 1, 2023

Grade	Position	A	B	C	D	E
7241	Accountant I	\$ 6,400	\$ 6,720	\$ 7,056	\$ 7,409	\$ 7,779
7240	Accountant II	\$ 6,720	\$ 7,057	\$ 7,409	\$ 7,780	\$ 8,169
7200	Accounting Assistant I	\$ 4,661	\$ 4,895	\$ 5,139	\$ 5,396	\$ 5,666
7201	Accounting Assistant II	\$ 5,134	\$ 5,391	\$ 5,661	\$ 5,944	\$ 6,241
7300	Senior Accounting Assistant	\$ 5,661	\$ 5,944	\$ 6,241	\$ 6,553	\$ 6,881
7299	Accounting Technician	\$ 6,402	\$ 6,722	\$ 7,058	\$ 7,411	\$ 7,782
7205	Administrative Analyst	\$ 6,050	\$ 6,352	\$ 6,670	\$ 7,003	\$ 7,353
7211	Administrative Assistant I	\$ 4,832	\$ 5,073	\$ 5,327	\$ 5,593	\$ 5,873
7212	Administrative Assistant II	\$ 5,327	\$ 5,594	\$ 5,873	\$ 6,167	\$ 6,475
7295	Senior Administrative Assistant	\$ 5,736	\$ 6,023	\$ 6,324	\$ 6,640	\$ 6,972
7216	Administrative Assistant to the City Clerk	\$ 5,736	\$ 6,023	\$ 6,324	\$ 6,640	\$ 6,972
7210	Assistant Planner	\$ 6,842	\$ 7,184	\$ 7,544	\$ 7,921	\$ 8,317
7208	Associate Planner	\$ 7,551	\$ 7,929	\$ 8,325	\$ 8,741	\$ 9,179
7217	Building Inspector I	\$ 6,200	\$ 6,510	\$ 6,836	\$ 7,178	\$ 7,536
7218	Building Inspector II	\$ 6,842	\$ 7,184	\$ 7,544	\$ 7,921	\$ 8,317
7220	Business License Examiner	\$ 5,390	\$ 5,660	\$ 5,943	\$ 6,240	\$ 6,552
7222	Code Enforcement Official I	\$ 4,967	\$ 5,215	\$ 5,476	\$ 5,750	\$ 6,038
7223	Code Enforcement Official II	\$ 5,481	\$ 5,755	\$ 6,043	\$ 6,345	\$ 6,662
7380	Code Enforcement Official III	\$ 6,509	\$ 6,835	\$ 7,176	\$ 7,535	\$ 7,912
2119	Construction Inspector - SRSD	\$ 6,739	\$ 7,076	\$ 7,430	\$ 7,802	\$ 8,192
7224	Custodian	\$ 4,626	\$ 4,857	\$ 5,100	\$ 5,355	\$ 5,623
4210	Data Analyst I	\$ 6,989	\$ 7,339	\$ 7,706	\$ 8,091	\$ 8,496
4211	Data Analyst II	\$ 7,688	\$ 8,073	\$ 8,476	\$ 8,900	\$ 9,345
4212	Data Analyst III	\$ 8,457	\$ 8,880	\$ 9,324	\$ 9,790	\$ 10,280
7226	Deputy City Clerk I	\$ 5,880	\$ 6,174	\$ 6,483	\$ 6,807	\$ 7,147
3702	Deputy City Clerk II*	\$ 7,147	\$ 7,504	\$ 7,880	\$ 8,274	\$ 8,687
9352	Child Care Director**	\$4,371	\$4,590	\$4,819	\$5,060 (2 yr step*)	\$5,313
7120	Emergency Management Coordinator	\$ 5,603	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810
7121	Environmental Management Coordinator	\$ 5,603	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810
7232	Facility Repair Supervisor	\$ 7,365	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,952
7291	Facility Repair Worker I	\$ 5,226	\$ 5,487	\$ 5,762	\$ 6,050	\$ 6,352
7233	Facility Repair Worker II	\$ 5,764	\$ 6,052	\$ 6,354	\$ 6,672	\$ 7,006
7294	Facility Repair Worker III	\$ 6,203	\$ 6,513	\$ 6,838	\$ 7,180	\$ 7,539
7108	Fire Prevention Inspector I	\$ 7,835	\$ 8,226	\$ 8,638	\$ 9,070	\$ 9,523
7107	Fire Prevention Inspector II	\$ 8,637	\$ 9,069	\$ 9,522	\$ 9,998	\$ 10,498
9350	Child Care Instructor II**	\$3,137	\$3,294	\$3,459	\$3,632 (2 yr step*)	\$ 3,813
9351	Child Care Instructor I**	\$2,444	\$2,566	\$2,695	\$2,829 (2 yr step*)	\$ 2,971
7298	IT Help Desk Supervisor	\$ 7,688	\$ 8,073	\$ 8,476	\$ 8,900	\$ 9,345
7243	Librarian I	\$ 5,996	\$ 6,296	\$ 6,611	\$ 6,942	\$ 7,289
7244	Librarian II	\$ 6,299	\$ 6,614	\$ 6,945	\$ 7,292	\$ 7,656
2404	Library Aide	\$ 2,874	\$ 3,018	\$ 3,169	\$ 3,327	\$ 3,494
7246	Library Assistant I	\$ 3,948	\$ 4,146	\$ 4,353	\$ 4,571	\$ 4,799
7247	Library Assistant II	\$ 4,465	\$ 4,688	\$ 4,923	\$ 5,169	\$ 5,427
2405	Library Tech Services Supervisor	\$ 5,709	\$ 5,994	\$ 6,294	\$ 6,609	\$ 6,939

\*Employees are eligible to advance to Step E after at least 2 years at Step D in the current job class

\*\*Adjusted per Council action

7292	Literacy Program Supervisor	\$ 6,949	\$ 7,297	\$ 7,662	\$ 8,045	\$ 8,447
7249	Mail and Stores Clerk	\$ 4,175	\$ 4,384	\$ 4,603	\$ 4,833	\$ 5,075
7255	Network Analyst	\$ 6,991	\$ 7,340	\$ 7,707	\$ 8,092	\$ 8,497
7274	Network Support Technician	\$ 5,347	\$ 5,614	\$ 5,895	\$ 6,190	\$ 6,499
7285	Office Assistant I	\$ 3,976	\$ 4,175	\$ 4,383	\$ 4,603	\$ 4,833
7284	Office Assistant II	\$ 4,491	\$ 4,716	\$ 4,952	\$ 5,199	\$ 5,459
7256	Park Equipment Mechanic	\$ 6,054	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358
7257	Parking Attendant I	\$ 2,276	\$ 2,390	\$ 2,509	\$ 2,635	\$ 2,767
7275	Parking Attendant II	\$ 2,507	\$ 2,632	\$ 2,764	\$ 2,902	\$ 3,047
6208	Parking Enforcement Officer	\$ 5,553	\$ 5,830	\$ 6,122	\$ 6,428	\$ 6,749
6212	Parking Equipment Technician	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,201	\$ 6,512
6209	Parking Maintenance & Collections	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,201	\$ 6,511
6211	Parking Operations Supervisor	\$ 7,364	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,951
7258	Parks & Graffiti Worker	\$ 4,859	\$ 5,102	\$ 5,357	\$ 5,625	\$ 5,906
2123	Parks Lead Maintenance Worker	\$ 6,203	\$ 6,513	\$ 6,838	\$ 7,180	\$ 7,539
7271	Parks Maintenance Supervisor	\$ 7,365	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,952
7236	Parks Maintenance Worker I	\$ 5,102	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202
7238	Parks Maintenance Worker II	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512
7296	Permit Services Coordinator	\$ 7,386	\$ 7,755	\$ 8,143	\$ 8,550	\$ 8,978
7396	Permit Services Supervisor	\$ 8,310	\$ 8,725	\$ 9,161	\$ 9,620	\$ 10,101
7196	Permit Technician I	\$ 5,125	\$ 5,381	\$ 5,650	\$ 5,933	\$ 6,229
7197	Permit Technician II	\$ 5,637	\$ 5,919	\$ 6,215	\$ 6,525	\$ 6,852
7198	Permit Technician III	\$ 6,201	\$ 6,511	\$ 6,836	\$ 7,178	\$ 7,537
7261	Planning Technician	\$ 5,347	\$ 5,614	\$ 5,895	\$ 6,190	\$ 6,499
9453	Principal Planner	\$ 9,884	\$ 10,378	\$ 10,897	\$ 11,442	\$ 12,014
7234	Printing Press Operator	\$ 5,199	\$ 5,459	\$ 5,732	\$ 6,018	\$ 6,319
7305	Program Analyst	\$ 6,635	\$ 6,966	\$ 7,315	\$ 7,681	\$ 8,065
1201	Program Coordinator	\$ 5,619	\$ 5,900	\$ 6,195	\$ 6,505	\$ 6,830
7290	Public Works Dispatcher	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512
7253	Public Works Inspector	\$ 6,127	\$ 6,433	\$ 6,755	\$ 7,092	\$ 7,447
7263	Revenue Supervisor	\$ 8,166	\$ 8,574	\$ 9,002	\$ 9,453	\$ 9,925
2309	Senior Building Inspector	\$ 8,122	\$ 8,528	\$ 8,955	\$ 9,403	\$ 9,873
7265	Senior Library Assistant	\$ 4,689	\$ 4,923	\$ 5,170	\$ 5,428	\$ 5,700
7264	Senior Planner	\$ 8,545	\$ 8,972	\$ 9,421	\$ 9,892	\$ 10,387
2204	Sewer Lead Maintenance Worker	\$ 6,840	\$ 7,182	\$ 7,541	\$ 7,918	\$ 8,314
7266	Sewer Maintenance Worker I	\$ 5,489	\$ 5,764	\$ 6,052	\$ 6,355	\$ 6,672
7267	Sewer Maintenance Worker II	\$ 5,907	\$ 6,203	\$ 6,513	\$ 6,839	\$ 7,180
7281	Sewers Supervisor	\$ 7,732	\$ 8,118	\$ 8,524	\$ 8,950	\$ 9,398
7269	Shop & Equipment Supervisor	\$ 7,365	\$ 7,733	\$ 8,120	\$ 8,525	\$ 8,952
7280	Street Lead Maintenance Worker	\$ 6,203	\$ 6,513	\$ 6,838	\$ 7,180	\$ 7,539
7209	Street Maintenance Supervisor	\$ 7,365	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,952
7250	Street Maintenance Worker I	\$ 5,102	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202
7251	Street Maintenance Worker II	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512
7283	Street Sweeper Operator	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512	\$ 6,837
8523	Supervising Parking Enforcement Officer	\$ 6,245	\$ 6,557	\$ 6,885	\$ 7,229	\$ 7,590
7288	Supervising Vehicle/Equipment Mechanic	\$ 6,515	\$ 6,841	\$ 7,183	\$ 7,542	\$ 7,919
7286	Vehicle/Equipment Mechanic I	\$ 5,490	\$ 5,764	\$ 6,052	\$ 6,355	\$ 6,673
7287	Vehicle/Equipment Mechanic II	\$ 6,054	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358
2131	Volunteer Program Assistant	\$ 5,418	\$ 5,689	\$ 5,973	\$ 6,272	\$ 6,586

**City of San Rafael**  
**SEIU - SALARY SCHEDULE**  
Effective November 1, 2023

Grade	Position	A	B	C	D	E
7241	Accountant I	\$ 6,400	\$ 6,720	\$ 7,056	\$ 7,409	\$ 7,779
7240	Accountant II	\$ 6,720	\$ 7,057	\$ 7,409	\$ 7,780	\$ 8,169
7200	Accounting Assistant I	\$ 4,661	\$ 4,895	\$ 5,139	\$ 5,396	\$ 5,666
7201	Accounting Assistant II	\$ 5,134	\$ 5,391	\$ 5,661	\$ 5,944	\$ 6,241
7300	Senior Accounting Assistant	\$ 5,661	\$ 5,944	\$ 6,241	\$ 6,553	\$ 6,881
7299	Accounting Technician	\$ 6,402	\$ 6,722	\$ 7,058	\$ 7,411	\$ 7,782
7205	Administrative Analyst	\$ 6,050	\$ 6,352	\$ 6,670	\$ 7,003	\$ 7,353
7211	Administrative Assistant I	\$ 4,832	\$ 5,073	\$ 5,327	\$ 5,593	\$ 5,873
7212	Administrative Assistant II	\$ 5,327	\$ 5,594	\$ 5,873	\$ 6,167	\$ 6,475
7295	Senior Administrative Assistant	\$ 5,736	\$ 6,023	\$ 6,324	\$ 6,640	\$ 6,972
7216	Administrative Assistant to the City Clerk	\$ 5,736	\$ 6,023	\$ 6,324	\$ 6,640	\$ 6,972
7210	Assistant Planner	\$ 6,842	\$ 7,184	\$ 7,544	\$ 7,921	\$ 8,317
7208	Associate Planner	\$ 7,551	\$ 7,929	\$ 8,325	\$ 8,741	\$ 9,179
7217	Building Inspector I	\$ 6,200	\$ 6,510	\$ 6,836	\$ 7,178	\$ 7,536
7218	Building Inspector II	\$ 6,842	\$ 7,184	\$ 7,544	\$ 7,921	\$ 8,317
7220	Business License Examiner	\$ 5,390	\$ 5,660	\$ 5,943	\$ 6,240	\$ 6,552
7222	Code Enforcement Official I	\$ 4,967	\$ 5,215	\$ 5,476	\$ 5,750	\$ 6,038
7223	Code Enforcement Official II	\$ 5,481	\$ 5,755	\$ 6,043	\$ 6,345	\$ 6,662
7380	Code Enforcement Official III	\$ 6,509	\$ 6,835	\$ 7,176	\$ 7,535	\$ 7,912
2119	Construction Inspector - SRSD	\$ 6,739	\$ 7,076	\$ 7,430	\$ 7,802	\$ 8,192
7224	Custodian	\$ 4,626	\$ 4,857	\$ 5,100	\$ 5,355	\$ 5,623
4210	Data Analyst I	\$ 6,989	\$ 7,339	\$ 7,706	\$ 8,091	\$ 8,496
4211	Data Analyst II	\$ 7,688	\$ 8,073	\$ 8,476	\$ 8,900	\$ 9,345
4212	Data Analyst III	\$ 8,457	\$ 8,880	\$ 9,324	\$ 9,790	\$ 10,280
7226	Deputy City Clerk I	\$ 5,880	\$ 6,174	\$ 6,483	\$ 6,807	\$ 7,147
3702	Deputy City Clerk II*	\$ 7,147	\$ 7,504	\$ 7,880	\$ 8,274	\$ 8,687
9352	Child Care Director**	\$4,502	\$4,728	\$4,964	\$5,212 (2 yr step*)	\$5,473
7120	Emergency Management Coordinator	\$ 5,603	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810
7121	Environmental Management Coordinator	\$ 5,603	\$ 5,883	\$ 6,177	\$ 6,486	\$ 6,810
7232	Facility Repair Supervisor	\$ 7,365	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,952
7291	Facility Repair Worker I	\$ 5,226	\$ 5,487	\$ 5,762	\$ 6,050	\$ 6,352
7233	Facility Repair Worker II	\$ 5,764	\$ 6,052	\$ 6,354	\$ 6,672	\$ 7,006
7294	Facility Repair Worker III	\$ 6,203	\$ 6,513	\$ 6,838	\$ 7,180	\$ 7,539
7108	Fire Prevention Inspector I	\$ 7,835	\$ 8,226	\$ 8,638	\$ 9,070	\$ 9,523
7107	Fire Prevention Inspector II	\$ 8,637	\$ 9,069	\$ 9,522	\$ 9,998	\$ 10,498
9350	Child Care Instructor II**	\$3,231	\$3,393	\$3,563	\$3,741 (2 yr step*)	\$ 3,928
9351	Child Care Instructor I**	\$2,517	\$2,643	\$2,775	\$2,914 (2 yr step*)	\$ 3,060
7298	IT Help Desk Supervisor	\$ 7,688	\$ 8,073	\$ 8,476	\$ 8,900	\$ 9,345
7243	Librarian I	\$ 5,996	\$ 6,296	\$ 6,611	\$ 6,942	\$ 7,289
7244	Librarian II	\$ 6,299	\$ 6,614	\$ 6,945	\$ 7,292	\$ 7,656
2404	Library Aide	\$ 2,874	\$ 3,018	\$ 3,169	\$ 3,327	\$ 3,494
7246	Library Assistant I	\$ 3,948	\$ 4,146	\$ 4,353	\$ 4,571	\$ 4,799
7247	Library Assistant II	\$ 4,465	\$ 4,688	\$ 4,923	\$ 5,169	\$ 5,427
2405	Library Tech Services Supervisor	\$ 5,709	\$ 5,994	\$ 6,294	\$ 6,609	\$ 6,939

\*Employees are eligible to advance to Step E after at least 2 years at Step D in the current job class

\*\*Adjusted per Council action



7292	Literacy Program Supervisor	\$ 6,949	\$ 7,297	\$ 7,662	\$ 8,045	\$ 8,447
7249	Mail and Stores Clerk	\$ 4,175	\$ 4,384	\$ 4,603	\$ 4,833	\$ 5,075
7255	Network Analyst	\$ 6,991	\$ 7,340	\$ 7,707	\$ 8,092	\$ 8,497
7274	Network Support Technician	\$ 5,347	\$ 5,614	\$ 5,895	\$ 6,190	\$ 6,499
7285	Office Assistant I	\$ 3,976	\$ 4,175	\$ 4,383	\$ 4,603	\$ 4,833
7284	Office Assistant II	\$ 4,491	\$ 4,716	\$ 4,952	\$ 5,199	\$ 5,459
7256	Park Equipment Mechanic	\$ 6,054	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358
7257	Parking Attendant I	\$ 2,276	\$ 2,390	\$ 2,509	\$ 2,635	\$ 2,767
7275	Parking Attendant II	\$ 2,507	\$ 2,632	\$ 2,764	\$ 2,902	\$ 3,047
6208	Parking Enforcement Officer	\$ 5,553	\$ 5,830	\$ 6,122	\$ 6,428	\$ 6,749
6212	Parking Equipment Technician	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,201	\$ 6,512
6209	Parking Maintenance & Collections	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,201	\$ 6,511
6211	Parking Operations Supervisor	\$ 7,364	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,951
7258	Parks & Graffiti Worker	\$ 4,859	\$ 5,102	\$ 5,357	\$ 5,625	\$ 5,906
2123	Parks Lead Maintenance Worker	\$ 6,203	\$ 6,513	\$ 6,838	\$ 7,180	\$ 7,539
7271	Parks Maintenance Supervisor	\$ 7,365	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,952
7236	Parks Maintenance Worker I	\$ 5,102	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202
7238	Parks Maintenance Worker II	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512
7296	Permit Services Coordinator	\$ 7,386	\$ 7,755	\$ 8,143	\$ 8,550	\$ 8,978
7396	Permit Services Supervisor	\$ 8,310	\$ 8,725	\$ 9,161	\$ 9,620	\$ 10,101
7196	Permit Technician I	\$ 5,125	\$ 5,381	\$ 5,650	\$ 5,933	\$ 6,229
7197	Permit Technician II	\$ 5,637	\$ 5,919	\$ 6,215	\$ 6,525	\$ 6,852
7198	Permit Technician III	\$ 6,201	\$ 6,511	\$ 6,836	\$ 7,178	\$ 7,537
7261	Planning Technician	\$ 5,347	\$ 5,614	\$ 5,895	\$ 6,190	\$ 6,499
9453	Principal Planner	\$ 9,884	\$ 10,378	\$ 10,897	\$ 11,442	\$ 12,014
7234	Printing Press Operator	\$ 5,199	\$ 5,459	\$ 5,732	\$ 6,018	\$ 6,319
7305	Program Analyst	\$ 6,635	\$ 6,966	\$ 7,315	\$ 7,681	\$ 8,065
1201	Program Coordinator	\$ 5,619	\$ 5,900	\$ 6,195	\$ 6,505	\$ 6,830
7290	Public Works Dispatcher	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512
7253	Public Works Inspector	\$ 6,127	\$ 6,433	\$ 6,755	\$ 7,092	\$ 7,447
7263	Revenue Supervisor	\$ 8,166	\$ 8,574	\$ 9,002	\$ 9,453	\$ 9,925
2309	Senior Building Inspector	\$ 8,122	\$ 8,528	\$ 8,955	\$ 9,403	\$ 9,873
7265	Senior Library Assistant	\$ 4,689	\$ 4,923	\$ 5,170	\$ 5,428	\$ 5,700
7264	Senior Planner	\$ 8,545	\$ 8,972	\$ 9,421	\$ 9,892	\$ 10,387
2204	Sewer Lead Maintenance Worker	\$ 6,840	\$ 7,182	\$ 7,541	\$ 7,918	\$ 8,314
7266	Sewer Maintenance Worker I	\$ 5,489	\$ 5,764	\$ 6,052	\$ 6,355	\$ 6,672
7267	Sewer Maintenance Worker II	\$ 5,907	\$ 6,203	\$ 6,513	\$ 6,839	\$ 7,180
7281	Sewers Supervisor	\$ 7,732	\$ 8,118	\$ 8,524	\$ 8,950	\$ 9,398
7269	Shop & Equipment Supervisor	\$ 7,365	\$ 7,733	\$ 8,120	\$ 8,525	\$ 8,952
7280	Street Lead Maintenance Worker	\$ 6,203	\$ 6,513	\$ 6,838	\$ 7,180	\$ 7,539
7209	Street Maintenance Supervisor	\$ 7,365	\$ 7,733	\$ 8,119	\$ 8,525	\$ 8,952
7250	Street Maintenance Worker I	\$ 5,102	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202
7251	Street Maintenance Worker II	\$ 5,357	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512
7283	Street Sweeper Operator	\$ 5,625	\$ 5,906	\$ 6,202	\$ 6,512	\$ 6,837
8523	Supervising Parking Enforcement Officer	\$ 6,245	\$ 6,557	\$ 6,885	\$ 7,229	\$ 7,590
7288	Supervising Vehicle/Equipment Mechanic	\$ 6,515	\$ 6,841	\$ 7,183	\$ 7,542	\$ 7,919
7286	Vehicle/Equipment Mechanic I	\$ 5,490	\$ 5,764	\$ 6,052	\$ 6,355	\$ 6,673
7287	Vehicle/Equipment Mechanic II	\$ 6,054	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358
2131	Volunteer Program Assistant	\$ 5,418	\$ 5,689	\$ 5,973	\$ 6,272	\$ 6,586



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Police Department**

**Prepared by: Alex Holm, Lieutenant**

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

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

**TOPIC: SPECIAL EVENT STREET CLOSURES**

**SUBJECT: RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF STREETS FOR TWO SPECIAL EVENTS**

**RECOMMENDATION:** Adopt the resolution authorizing the temporary closure of streets in San Rafael for the Youth in Arts Fundraiser and the West End Neighborhood Association Block Party.

**BACKGROUND:**

The San Rafael Police Department (Police Department) received special event applications for two events, that require road closures.

California Vehicle Code section 21101(e) authorizes the City to adopt a resolution temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

**ANALYSIS:**

The Police Department reviewed two special event applications for the following two events: Youth in Arts Fundraiser and West End Neighborhood Association Block Party.

Event producers for both events are required to obtain an encroachment permit, fulfill insurance requirements indemnifying the City from liability associated with their events, and provide detailed information regarding the operation, logistics, and activities included in the events. The permitting process includes street closure diagrams and traffic control plans, which are used to develop internal plans.

The Police Chief has the authority to approve special event permits if all above obligations be met by the applicants. The Police Chief recommends adoption of the attached resolution authorizing the following temporary road closures:

---

**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

**Event:** **Youth in Arts Fundraiser**

**Date(s):** **September 21, 2023** (Thursday)

**Closure**

**Location(s):** C Street from Fourth Street to the entrance to the parking garage located at C Street and Fifth Avenue. This is a closure of approximately one-half block. Parking garage access will be available from Fifth Avenue.

**Event Time:** 5:00 PM – 9:00 PM

**Closure Time:** 2:30 PM – 10:00 PM

**Event:** **West End Neighborhood Association Block Party**

**Date(s):** **September 24, 2023** (Sunday)

**Closure**

**Location(s):** Neame Street from Santa Margarita to West Crescent Drive. This is a closure of approximately one residential block.

**Event Time:** 12:00 PM – 3:00 PM

**Closure Time:** 9:00 AM – 6:00 PM

**COMMUNITY OUTREACH:**

If approved, the applicants are required to conduct outreach to neighboring merchants, businesses, residents, and the general public notifying them of the impacts of their events. The Department will utilize social media accounts to notify the general for traffic planning purposes of any street closures.

**FISCAL IMPACT:**

There is no fiscal impact associated with the proposed street closures. There are costs associated with the special event permit which will be determined and negotiated with the applicant pursuant to the City's Master Fee Schedule.

**OPTIONS:**

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

1. Adopt the resolution authorizing the specified special event temporary street closures.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

**RECOMMENDED ACTION:**

Adopt resolution authorizing the temporary closure of streets in San Rafael for the Youth in Arts Fundraiser and the West End Neighborhood Association Block Party.

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO.**

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE TEMPORARY CLOSURE OF STREETS FOR TWO SPECIAL EVENTS**

**WHEREAS**, it is in the best interests of public health and safety to implement modified traffic plans and road closures for certain special events in San Rafael and nearby neighborhoods; and

**WHEREAS**, after reviewing plans for the proposed West End Neighborhood Association Block Party and the Youth in Arts Fundraiser special events, City staff recommend that certain streets be closed to accommodate these special events for the safety and protection of persons who are to use that portion of the streets during the temporary closings.

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

1. Pursuant to the authority of Vehicle Code section 21101(e), the City Council hereby authorizes the temporary closure of streets in downtown San Rafael to accommodate the West End Neighborhood Association Block Party and the Youth in Arts Fundraiser special events. These authorized road closures are necessary for the safety and protection of persons who are to use that portion of the streets during the temporary closings.
2. City staff in consultation with the Police Department shall determine the specific time periods for the temporary closures and give timely notice to the public of those time periods by signage and/or other appropriate means.

I, Lindsay Lara, City Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council held on the 21<sup>st</sup> day of August 2023 by the following vote, to wit:

AYES:            COUNCILMEMBERS:  
NOES:            COUNCILMEMBERS:  
ABSENT:        COUNCILMEMBERS:

Lindsay Lara, City Clerk



**Agenda Item No: 4.g**  
**Meeting Date: August 21, 2023**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**  
**Department: Public Works**  
**Prepared by: April Miller, Public Works Director**      **City Manager Approval:**   
**Philip Buckley, Senior Engineer**

File No.: 16.01.292

**TOPIC: SOUTHERN HEIGHTS/COURTRIGHT/PEARCE RETAINING WALLS PROJECT**

**SUBJECT: AWARD THE CONSTRUCTION AGREEMENT FOR THE SOUTHERN HEIGHTS/COURTRIGHT/PEARCE RETAINING WALLS PROJECT TO VALENTINE CORPORATION IN THE AMOUNT OF \$993,369**

**RECOMMENDATION:**

1. Award the construction agreement for the Southern Heights/Courtright/Pearce Retaining Walls Project, to Valentine Corporation in the amount of \$993,369.
2. Authorize the City Manager to execute the construction agreement.
3. Appropriate \$1,150,000 for the agreement, including contingency funds of \$156,631.

**BACKGROUND:**

This project consists of two retaining wall sites located approximately one-quarter of a mile apart. The first location is between the northwest corner of 78 Southern Heights Boulevard and the intersection of Southern Heights Boulevard and Courtright Road. The second location is adjacent to 155 Pearce Road, 160 feet southeast from the intersection of Pearce Road and Southern Heights Boulevard.

A portion of Southern Heights Boulevard, just uphill from the private driveway known as Courtright Road, has experienced lateral soil creep and settlement as evidenced by cracking of the roadway surface. The steep slope between Southern Heights Boulevard and Courtright Road has experienced erosion and minor sloughing, most likely because of surface runoff from Southern Heights Boulevard. In addition, during the 2023 winter storms, a tree fell along this slope, which expedited the settlement on a portion of the slope where the wall was proposed.

On [November 18, 2019](#), the City Council awarded the professional services agreement for the Southern Heights retaining wall design to Mark Thomas and Company.

On January 12, 2023, City maintenance crews noticed roadway distress and a possible wall failure along the eastern edge of Pearce Road. The geotechnical engineering firm, Miller Pacific Engineering Group,

---

**FOR CITY CLERK ONLY**

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

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

evaluated slope stability and determined that due to the narrow width of the roadway, the road needed to remain closed until a new retaining structure could be built to stabilize the failure area.

The two retaining walls will provide slope stability for the roadways. Additionally, the project will include roadway resurfacing, drainage improvements, tree removal, erosion and sediment control, and pedestrian safety railing.

**ANALYSIS:**

On July 7, 2023, the project was advertised in accordance with San Rafael's Municipal Code. On July 28, 2023, the following bids were received and read aloud:

<b><u>NAME OF BIDDER</u></b>	<b><u>AMOUNT</u></b>
<b>Maggiore &amp; Ghilotti, Inc.</b>	<b>\$1,117,117</b>
<b>Valentine Corporation</b>	<b>\$993,369</b>

The construction bids were reviewed by City staff. The low bid of \$993,369 from Valentine Corporation was found to be responsive and responsible.

**FISCAL IMPACT:**

Staff recommends appropriating \$1,150,000, consisting of the Valentine Corporation base bid of \$993,369 and an additional 15% contingency of \$156,631 for City Project No. 11361.

The City has set aside \$1,225,000 in the Capital Improvement Program (CIP) using a combination of Fund 605 (Liability Fund) and Fund 206 (Gas Tax).

Fund 605 (Liability) will be used for the Southern Heights/Courtright portion of the project. In January 2021, the City entered into a Settlement Agreement with respect to the action *Stewart Miller, et al. v. City of San Rafael, et al.*, Marin County Superior Court case no. CIV 1703948. Under the terms of the settlement agreement, the plaintiffs waive all claims against the City if the City constructs a retaining wall system and drainage improvements. Fund 206 (Gas Tax) will be used for the Pearce Road Portion of the project. Availability of funding within the Liability Fund to support this appropriation is contingent on a proposed FY22-23 year-end transfer from the General Fund, as referenced in the budget adoption staff report dated June 5, 2023, and scheduled for Council action at the meeting of September 18<sup>th</sup>.

**OPTIONS:**

1. Award the contract as recommended.
2. Do not award the contract and direct staff to rebid the project. If this option is chosen, rebidding will delay construction.
3. Do not award the contract and provide direction to staff.

**RECOMMENDED ACTION:**

1. Award the construction agreement for the Southern Heights/Courtright/Pearce Retaining Walls Project, to Valentine Corporation in the amount of \$993,369.
2. Authorize the City Manager to execute the construction agreement.
3. Appropriate \$1,150,000 for the agreement, including contingency funds of \$156,631.



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Public Works

Prepared by: Joanna Kwok, Senior Engineer  
April Miller, Public Works Director

City Manager Approval: 

File No.: 16.01.302

**TOPIC: GRAND AVENUE CYCLE TRACK PROJECT AND GRANT FUNDING AGREEMENTS**

**SUBJECT: CONSTRUCTION AGREEMENT FOR THE GRAND AVENUE CYCLE TRACK PROJECT TO GHILOTTI BROS., INC. IN THE AMOUNT OF \$1,432,887 AND AUTHORIZE THE CITY MANAGER TO EXECUTE A MASTER AGREEMENT WITH CALTRANS TO RECEIVE STATE FUNDS**

**RECOMMENDATION:**

1. Award the construction agreement for the Grand Avenue Cycle Track Project to Ghilotti Bros., Inc. in the amount of \$1,432,887; authorize the City Manager to execute the construction agreement; and appropriate \$1,650,000 (Traffic Mitigation Fund) for the contract, including contingency funds of \$217,113.
2. Adopt a resolution approving and authorizing the City Manager to execute a Master Agreement and Program Supplement Agreement with Caltrans to receive State funds.

**BACKGROUND:** The Grand Avenue Cycle Track Project will result in the construction of a new two-way, protected (Class IV) cycle track and widened sidewalk on the east side of Grand Avenue between Second Street and Fourth Street. This project is ranked third in Group F, Canal Connections, in the City's 2018 Bicycle and Pedestrian Master Plan (BPMP). It is a critical trail extension project on the San Francisco Bay Trail. The new cycle track will provide a separated bicycle connection for residents and visitors of East San Rafael to and from the downtown business district and San Rafael Transit Center and connect to the future extension of the Bay Trail at Grand Avenue and Third Street. Additionally, project improvements will include upgrades to traffic signals, curb ramps, landscaping, and road resurfacing. Construction for this project will be coordinated with the Third Street Rehabilitation and Safety projects.

The City has been proactive in applying for and successful in receiving grant funding to improve the multimodal connections between East San Rafael and Central San Rafael. The City requested \$240,000 through the Association of Bay Area Governments (ABAG) San Francisco Bay Trail Funding (Prop 68), \$335,000 through Transportation Authority of Marin (TAM) Transportation for Clean Air (TFCA) funding, and \$656,000 through California Transportation Commission (CTC) Local Partnership Program (LPP) funding for the Grand Avenue Cycle Track project. A resolution stating the authorized signee for the Master Agreement and Program Supplement Agreement with Caltrans is required for the LPP funding.

---

**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2**

**ANALYSIS:** On June 29, 2023, the project was advertised in accordance with San Rafael's Municipal Code. On July 27, 2023, the following bids were received and read aloud:

<b>Business</b>	<b>Bid Total</b>
Ghilotti Bros., Inc.	\$1,432,887

The construction bid was reviewed by staff and the bid from Ghilotti Bros., Inc. of \$1,432,887 was found to be both responsive and responsible.

City staff recommends awarding the construction agreement to Ghilotti Bros., Inc. for the base bid amount and recommends the City Council authorize a construction contingency of \$217,113, approximately 15 percent, for a total appropriated amount of \$1,650,000. The Public Works Director would be authorized to issue any change order to the contract within the total contingency amount.

**PUBLIC OUTREACH:** City staff reviewed this project with the Bicycle and Pedestrian Advisory Committee at the August 8, 2021, and February 8, 2023 regular public meetings.

The bid was publicly advertised through BidExpress. A notice inviting bids was posted in the Marin Independent Journal on July 5, 2023.

**ENVIRONMENTAL DETERMINATION:** In April 2021, a notice of exemption (NOE) was filed with Marin County for the Grand Avenue Cycle Track Project for categorical exemption based on Existing Facilities (§15301).

**FISCAL IMPACT:** Staff proposes to fund construction of this project utilizing \$240,000 in Bay Trail grant funds, \$335,000 in TFCA grant funds, and \$656,000 LPP funds supplemented by \$419,000 of Fund 206 (Gas Tax), for a total appropriation amount of \$1,650,000 for City Project No. 11393 – Fund 246 (Traffic Mitigation Fund).

**OPTIONS:**

1. Award the contract and adopt the resolution as recommended.
2. Do not award the contract and direct staff to rebid the project. If this option is chosen, rebidding will delay construction by approximately two months.
3. Do not award the contract or adopt the resolution and provide direction to staff.

**RECOMMENDED ACTION:**

1. Award the construction agreement for the Grand Avenue Cycle Track Project to Ghilotti Bros., Inc. in the amount of \$1,432,887; authorize the City Manager to execute the construction agreement; and appropriate \$1,650,000 (Traffic Mitigation Fund) for the contract, including contingency funds of \$217,113.
2. Adopt a resolution approving and authorizing the City Manager to execute a Master Agreement and Program Supplement Agreement with Caltrans to receive State funds.

**ATTACHMENTS:**

1. Resolution to execute agreements with Caltrans
2. Exhibit A to the Resolution – Master and Program Supplement Agreements



**RESOLUTION NO.**

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER AGREEMENT AND PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS TO RECEIVE STATE FUNDS**

**WHEREAS**, the City of San Rafael is eligible to receive State funding for the Grand Avenue Cycle Track Project through the California Department of Transportation (Caltrans); and

**WHEREAS**, the City must execute the Master Agreement and Program Supplemental Agreement with the California Department of Transportation before such funds may be claimed; and

**WHEREAS**, the City of San Rafael wishes to delegate authorization to execute the agreement and any amendments thereto to the City Manager; and

**WHEREAS**, Caltrans requires the City Council to adopt a resolution authorizing the execution of the agreement between Caltrans and the City of San Rafael to ensure receipt of the funds; and

**NOW, THEREFORE BE IT RESOLVED**, that the City Council hereby authorizes the City Manager to execute the Master and Program Supplemental Agreement, attached hereto as Exhibit A, and any amendments thereto, with California Department of Transportation, at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 21<sup>st</sup> day of August 2023, by the following vote, to wit:

AYES:            COUNCILMEMBERS:

NOES:            COUNCILMEMBERS:

ABSENT:        COUNCILMEMBERS:

\_\_\_\_\_  
Lindsay Lara, City Clerk

MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT  
STATE-FUNDED PROJECTS

04	City of San Rafael
-----	-----
District	Administering Agency

Agreement No. 04-5043S21

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of San Rafael, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

## ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.

7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a

fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for

PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

### ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not

being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

#### ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of

indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.



16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

## ARTICLE V

### AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for AE Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

#### ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or

jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

City of San Rafael

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Chief, Office of Project Management  
Oversight  
Division of Local Assistance

\_\_\_\_\_  
City of San Rafael

\_\_\_\_\_  
Representative Name & Title  
(Authorized Governing Body  
Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement

and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.



**PROGRAM SUPPLEMENT NO.** 00000A209  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO** 04-5043S21

**Adv. Project ID** 0423000307  
**Date:** July 18, 2023  
**Location:** 04-MRN-0-SRF  
**Project Number:** LPPSB1L-5043(045)  
**E.A. Number:**  
**Locode:** 5043

This Program Supplement, effective 06/29/2023, hereby adopts and incorporates into the Administering Agency-State Agreement No. 04-5043S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of \_\_\_\_\_ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:** City of San Rafael along Grand Ave. Between 2nd and 4th Street

**TYPE OF WORK:** Grand Ave. Cycle Track Project will install a two-way, protected Class IV path for Cyclists and Ped  
**LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds	
			LOCAL	OTHER
\$1,872,000.00	STATE	\$656,000.00	\$656,000.00	\$560,000.00

**CITY OF SAN RAFAEL**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_

**Chief, Office of Project Implementation**  
**Division of Local Assistance**

Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer**



**Date** 07/25/2023

\$656,000.00

## SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

3. ADMINISTERING AGENCY agrees to submit PROJECT specific award information, using Exhibit 23-A of the LAPG, to the STATE's District Local Assistance Engineer (DLAE) immediately after award of contract, and prior to first invoice submittal. Failure to do so will delay processing invoices for the construction contract. As a minimum, the award information should include the following information: project number, Advantage ID, project description, date funds allocated by the CTC, date project was advertised, bid opening date, award date, award amount, and estimated completion date.
4. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
5. This PROJECT is programmed to receive State Senate Bill 1, Chapter 5, Statutes of 2017 (SB1) funds from Local Partnership Program (LPP). This PROJECT will be administered in accordance with the California Transportation Commission (CTC) approved/adopted LPP Guidelines, and this Program Supplement Agreement.

ADMINISTERING AGENCY agrees to use eligible matching funds of the type

### SPECIAL COVENANTS OR REMARKS

identified in its project application/nomination, for the required dollar for dollar minimum local match to the LPP funds.

ADMINISTERING AGENCY agrees to submit invoices for PROJECT costs in accordance with the Local Assistance Procedures Manual (LAPM).

To satisfy the SB1 accountability requirements, ADMINISTERING AGENCY agrees to:

- 1) Submit Progress Reports on the activities, expenditures and progress made towards implementation of the PROJECT, as applicable, per CTC SB1 Transparency and Accountability Guidelines. Changes to the scope and budget from the CTC approved project application/nomination shall also be identified in these reports. The Progress Reports shall be submitted to the Division of Local Assistance - Office of State Programs via the CalSMART reporting tool.
  - 2) Submit a Completion Report after each phase using LPP funds is complete and a Final Delivery Report to the CTC, within six months of the PROJECT construction contract being accepted, on the scope of the completed PROJECT, its final costs as compared to the project budget in its project application/nomination, its duration as compared to the project schedule in its application/nomination and performance outcomes derived from the PROJECT as compared to those described in the project application/nomination, per the SB1 Transparency and Accountability Guidelines.
6. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.



**SAN RAFAEL**  
THE CITY WITH A MISSION

Agenda Item No: 4.i

Meeting Date: August 21, 2023

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Public Works

Prepared by: Theo Sanchez, Associate Civil Engineer  
April Miller, Public Works Director

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

**TOPIC: ROTARY MANOR CULVERT REPLACEMENT PROJECT**

**SUBJECT: AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT, INSPECTIONS, TESTING, AND ENVIRONMENTAL COMPLIANCE SERVICES RELATED TO THE ROTARY MANOR CULVERT REPLACEMENT PROJECT, IN THE AMOUNT OF \$335,035**

**RECOMMENDATION:**

Authorize the City Manager to negotiate and enter into a professional services agreement with Coastland Civil Engineering, Inc. for construction management, inspections, testing, and environmental compliance services related to the Rotary Manor Culvert Replacement Project, in the amount of \$335,035.

**BACKGROUND:**

Rotary Manor, located at 1821 Fifth Avenue, is a senior community housing facility. A reinforced concrete box culvert exists underneath this property conveying storm runoff along a historic waterway representing the upper reaches of present-day San Rafael Creek. This culvert transitions from a reinforced concrete box to a corrugated metal pipe (CMP) and outlets into an open creek, all within the Rotary Manor property.

In January 2016, the Department of Public Works (DPW) was notified of a sinkhole on the Rotary Manor property. Upon inspection, it was identified that the CMP part of the culvert was in need of replacement. On [December 16, 2019](#), the City Council authorized a professional services agreement for the design of this culvert replacement to Coastland Civil Engineering, Inc. The proposed design included a full replacement of the culvert as well as restoration of the above ground landscape and decorative features on the Rotary Manor property. Coastland Civil Engineering, Inc. performed design services for the project and its subconsultants, Miller Pacific Engineering Group and WRA, Inc., prepared the geotechnical report and assisted with environmental compliance and permitting, respectively.

On [December 5, 2022](#), the City Council adopted the CEQA Initial Study/Mitigated Negative Declaration for this project and authorized staff to proceed with the final design and procurement of regulatory

---

**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

environmental permits. On [July 10, 2023](#), the City Council awarded the construction contract for this project to Maggiora & Ghilotti, Inc.

**ANALYSIS:**

On June 15, 2023, City staff solicited proposals for construction management, inspection, and testing services for the project advertising on Bid Express and the Marin Independent Journal. On July 11, 2023, one proposal was received from Coastland Civil Engineering, Inc. After reviewing the proposal based on rating criteria specified in the request for proposals, Coastland Civil Engineering, Inc. was deemed to be sufficiently qualified for this project, and staff requested that the consultant provide their proposed scope of work and cost estimate. Their quote of \$240,895 was considered reasonable and comparable to other construction management contracts of similar construction duration.

Staff also recommends including additional design services into the scope of the proposed agreement to support the construction phase and environmental compliance. Having the design consultant available through construction will expedite the completion of the project, allowing the designer to review submittals, adjust the construction documents, attend meetings, complete as-builts, and respond to detailed questions asked by the general contractor.

The cost estimate provided by Coastland Civil Engineering, Inc. to include additional design services totals \$94,140. Therefore, the total not to exceed amount of the proposed agreement is \$335,035 which includes \$240,895 for construction management and \$94,140 for design construction support services.

**FISCAL IMPACT:**

The fiscal impact of the proposed agreement would be \$335,035. This appropriation to this project (11371) would be made from the Liability Insurance Fund (#605) because the City is required to repair the culvert under a settlement agreement with Rotary Manor to resolve an inverse condemnation lawsuit. Availability of funding within the Liability Fund to support this appropriation is contingent on a proposed FY22-23 year-end transfer from the General Fund, as referenced in the budget adoption staff report dated June 5, 2023, and scheduled for City Council action at the meeting of September 18<sup>th</sup>.

**OPTIONS:**

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

1. Authorize the City Manager to enter into the agreement as recommended.
2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.

**RECOMMENDED ACTION:**

Authorize the City Manager to negotiate and enter into a professional services agreement with Coastland Civil Engineering, Inc. for construction management, inspections, testing, and environmental compliance services related to the Rotary Manor Culvert Replacement Project, in the amount of \$335,035.



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Public Works

Prepared by: April Miller, Public Works Director  
Ryan Montes, O&M Manager

City Manager Approval: 

**TOPIC: FLEET REPLACEMENT FISCAL YEAR 2023-24**

**SUBJECT: AUTHORIZE CITY MANAGER TO PURCHASE TEN (10) VEHICLES FOR REPLACEMENT, IN AN AMOUNT NOT TO EXCEED \$2,554,150.**

**RECOMMENDATION:**

Authorize the City Manager to purchase ten (10) vehicles to replace aging vehicles for the City's vehicle fleet in an amount not to exceed \$2,554,150.

**BACKGROUND:** The Department of Public Works identified ten vehicles across City departments that need to be replaced in the fleet. This includes three vehicles from the Fire Department, one vehicle from Department of Public Works, and six vehicles from the Police Department. Due to global supply chain issues, the City still has not received all the authorized replacements from FY 2021-22 and FY 2022-23 and similar delays are expected. This has caused vehicles to be driven past their usable life in some instances and vehicle maintenance staff have been required to perform larger repairs on older vehicles to meet the City's operational needs. It is imperative that the vehicle orders are placed in a timely manner when the ordering window is open and the option to purchase vehicles "off the lot" is available. Staff recommendations for the replacement of vehicles by the department are listed below.

**Department of Public Works**

The Department of Public Works replacement recommendations includes a street sweeper. Table 1 shows the vehicle number, recommended replacement, and associated cost.

Vehicle Number	Recommended Replacement	Associated Cost (includes upfitting and contingency)
55-16	Tymco Street Sweeper	\$375,000
<b>Total</b>		<b>\$375,000</b>

*Table 1- Public Works Replacement Recommendations*

The existing 2016 Ravo Street Sweeper has seen limited use over the last three years, primarily due to ongoing maintenance issues with this vehicle. These maintenance issues have caused excessive downtime as the City waits for overseas replacement parts or relies on contracted maintenance due to the complexity of the repairs. Staff will send the existing sweeper to auction to help offset the cost of a new sweeper.

---

**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

## **SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2**

The Department of Public Works is currently developing and testing new, more efficient sweeping routes to increase street sweeping services throughout the City. Street sweeping is vital in stormwater pollution prevention practices and the City's cleanliness.

### **Police Department**

The replacement recommendation for the Police Department includes four vehicles and two motorcycles due to vehicle condition and mileage. Table 2 shows the vehicle number, recommended replacement, and associated costs.

<b>Vehicle Number</b>	<b>Recommended Replacement</b>	<b>Associated Cost (includes upfitting and contingency)</b>
M1-15 (motorcycle)	BMW R1200RT-P	\$34,000
M4-15 (motorcycle)	BMW R1200RT-P	\$34,000
161-02 (special service)	Ford F150 Specialty Hybrid	\$50,000
246-13 (patrol)	Ford Police Interceptor Utility	\$82,000
277-15 (unmarked)	Ford Hybrid/Equivalent	\$48,000
275-15 (unmarked)	Ford Hybrid/Equivalent	\$48,000
<b>Total</b>		<b>\$296,000</b>

*Table 2-Police Dept. Replacement Recommendations*

The existing marked patrol car and unmarked vehicles are non-hybrid Ford vehicles that have reached their effective operating life. Once these vehicle types reach 100k miles, they are susceptible to major costly breakdowns, including water pump replacement, and transmission/drivetrain failure. All three of these vehicles have exceeded the 100k mileage mark. Staff recommends replacing them with a new model Ford Utility Interceptor Hybrid patrol car and two vehicles built with unmarked specifications. This will match previous purchases of the hybrid-powered patrol cars and move the marked patrol fleet to 95% hybrid powered. This is in line with the City's approved [Climate Change Action Plan 2030](#) which recommends the City move towards low emission city vehicles (Recommendation LCT-M1). Fuel use data shows a 30% reduction in fuel use in the current hybrid-powered cars in service, and City technicians have also noticed reduced maintenance needs of the braking system. Though it is a goal to move to fully electric vehicles for the unmarked fleet, currently available vehicles do not meet the operational needs of the Police Department, and challenges with charging infrastructure must be addressed first. The existing special service van does not meet the department's operational requirements. Changing to a Ford 150 Hybrid Special Service pickup would lead to improved vehicle utilization and support.

**Motorcycles:** The fleet currently consists of seven motorcycles that have a low average annual mileage for the entire motorcycle fleet. The majority of these motorcycles are 2015 models. The Police Department currently only has two active officers who regularly use the motorcycles. To meet utilization goals, the fleet manager recommends increasing the motorcycles' annual mileage and reducing the motorcycle fleet. Due to the age of the vehicles, staff recommend replacing two of the motorcycles and eliminating the motorcycle with the highest mileage from the fleet (Vehicle No. 150).

Over the next few years, the Police Department will work with the fleet manager to increase utilization and equalize vehicle mileage accumulation.

**Fire Department**

The Fire Department recommends the replacement of three vehicles. The three vehicles for replacement see high mileage use and have reached their effective operating life. Table 3 shows the vehicle number, recommended replacement, and associated cost.

Vehicle Number	Recommended Replacement	Associated Cost (includes upfitting and contingency)
97	Equivalent Fire Engine	\$950,000
103	Ambulance	\$300,000
110	Ambulance	\$300,000
<b>Total</b>		<b>\$1,550,000</b>

Table 3- Fire Department Replacement Recommendations

**Engine:** The City’s Type 1 fire engine has passed its amortization schedule of 15 years by eight years and has 118,000 miles. While the engine currently performs well, it is nearing its useful service life and will require increased maintenance and service to keep it at peak performance. The current lead time for a new fire engine is two to three years, with prices increasing at roughly ten percent per year, making it imperative to start the replacement process before a critical failure.

**Ambulance:** The two Chevrolet ambulances have 93,000 miles, and 124,000 miles respectively. Both have exceeded their service life and amortization schedule of five years. The increase in medical related calls has created higher demands on these ambulances, resulting in increased maintenance and repair time as components wear out. Older parts take longer to locate, exacerbated by shortages, leading to additional downtime.

**Total Costs and Funding**

Department	Replacement Costs
Public Works	\$375,000
Police Department	\$296,000
Fire Department	\$1,550,000
<b>Total</b>	<b>\$2,221,000</b>
<b>Total with 15% contingency</b>	<b>\$2,554,150</b>

Table 4-Summary of total anticipated costs

**FISCAL IMPACT:** These expenditures have been planned and appropriations are provided in the approved FY 2023-24 budget (Vehicle Replacement Fund #600) to replace ten (10) vehicles recommended for replacement for an amount not to exceed \$2,554,150, which includes a 15% contingency due to the fluctuation in supply chain that has been experienced the last few years.

**OPTIONS:**

1. Authorize the City Manager to purchase ten (10) vehicles to replace aging vehicles for the City’s vehicle fleet.
2. Do not authorize the purchase and provide direction to staff.



**RECOMMENDED ACTION:**

1. Authorize the City Manager to purchase ten (10) vehicles to replace aging vehicles for the City's vehicle fleet in an amount not to exceed \$2,554,150.

**ATTACHMENTS:**

1. Fleet Management Policy and Procedures



## CITY OF SAN RAFAEL POLICIES AND PROCEDURES

Policy No.	
Subject:	Fleet Management Policy
Resolution No.	
Issue Date:	September 6, 2012
Revision Date:	
Prepared By	Richard Landis
Approved By:	<i>Nancy Marshall</i>

### FLEET MANAGEMENT POLICY AND PROCEDURES

**PURPOSE:** The City of San Rafael establishes this policy to govern the management of the City's vehicle fleet.

**SCOPE:** The acquisition, outfitting and replacement of all City vehicles.

**DEFINITIONS:** "City vehicle" shall include all automobiles, trucks, motorcycles, or any other equipment registered with the Department of Motor Vehicles and owned, leased, or rented by the City. "Fleet Manager" shall be the Director of Public Works or his/her designee.

#### **POLICY:**

##### **General Provisions**

##### **Fleet Manager**

The role of the Fleet Manager is to advise the City Manager and City Council on matters relating to the City's vehicle fleet. The Fleet Manager shall communicate with all department directors regarding vehicle needs and submit timely reports to the City Manager. The Fleet Manager is committed to the following principles:

1. The size and nature of the City's fleet is governed primarily by need and function, i.e., the number of vehicles should be no greater than what is necessary to provide public services in an efficient manner. Each vehicle within the fleet should be minimally specified to fulfill its intended function, providing operators with a comfortable and modestly-appointed vehicle with which to deliver services in a cost-effective manner.
2. Vehicles should be selected with a strong preference for fuel efficiency and hybrid and alternative fuel technology. The City will strive to reduce the negative impact of its fleet upon the environment by reducing greenhouse gas emissions.
3. Vehicles with the lowest long-term maintenance and repair costs and occupant safety are preferable.

##### **Department Budgeting for Additional Vehicle Acquisition**

Before a department determines the need to add a vehicle to its inventory, it shall first check with the Fleet Manager and the Finance Department to determine whether an existing vehicle is available elsewhere in the fleet that may meet the department's needs. If none is available, the requesting

department shall submit a vehicle addition request to the Fleet Manager with the following information:

- The purpose for which the vehicle is needed
- The type of vehicle requested and the total estimated purchase price
- The estimated total cost of any special auxiliary equipment or equipment packages above what might be considered standard equipment. The cost of adding a new vehicle to the fleet shall be paid by the requesting department. Internal service charges to that department's budget shall be established at the time of vehicle purchase to ensure adequate future funding for the vehicle's eventual replacement.

**Vehicle Acquisition**

All departments shall submit vehicle purchase requests to the Fleet Manager. The Fleet Manager will consider requests, consult with the Finance Department to ensure that there are sufficient funds for the new vehicle request, and review vehicle specifications for conformance with the provisions and intent of the Fleet Policies and Procedures. All vehicle purchases shall be administered by the Fleet Manager and shall comply with bidding procedures, when applicable, to ensure competitive pricing. Invoices for new vehicle purchases and equipment installation shall be administered by the Fleet Manager with pre-approved departmental account codes established to meet the invoice totals.

**Vehicle Replacement Funding**

Funding for vehicle acquisition and supplemental equipment shall be established through monthly internal service charges to the department operating the vehicle, over the projected useable life of that vehicle. An annual inflation factor is applied to the department's internal service charge to account for anticipated increases in future vehicle costs.

**Vehicle Replacement Schedule**

City vehicles are eligible for replacement on the basis of the following established useable life recommendations:

<b>Vehicle Description</b>	<b>Useable Life</b>
Sedans, SUV's, vans, light and medium duty trucks (up to 8,600 gross vehicle weight)	10 years
Heavy duty trucks (over 8,600 gross vehicle weight)	15 years
Police patrol/traffic vehicles	5 years
Police unmarked vehicles	8 years
Police motorcycles	4 years
Parking enforcement buggies	5 years
Fire command vehicles	7 years
Fire pumper engines	15 years
Fire ladder trucks	20 years
Ambulances	5 years

Off-road maintenance and construction equipment shall be replaced when economically or operationally justified. When a vehicle in this group approaches the end of its anticipated life cycle, a cost/benefit analysis shall be performed to justify vehicle replacement.

These useable life standards are for vehicle replacement financial estimating purposes only. When a vehicle reaches the end of its established useable life and the department operating the vehicle requests replacement, each vehicle shall be assessed by the Fleet Manager and Vehicle Maintenance Division to determine if replacement is justified, given general vehicle condition, mileage, maintenance and repair history, safety considerations, etc. Extension of the useable life of any vehicle shall be at the discretion of the Fleet Manager and the requesting department. Likewise, a department may request a vehicle replacement prior to the end of its established useable life. The Fleet Manager shall review all such requests in consultation with the Finance Department and Vehicle Maintenance Division. Requests for early replacement shall be accompanied by a thorough justification, including objective criteria supporting the request. The cost of early replacement, if any, shall be borne by the requesting department.

If a department determines that an assigned vehicle is no longer needed, the vehicle shall be returned to the Vehicle Maintenance Division for re-allocation within the fleet or disposition as surplus.

### **Disposition of Surplus Vehicles**

All vehicles accepted by the Vehicle Maintenance Division for replacement or permanent elimination from the fleet shall be consigned to public auction with the City's designated auction service. Departments shall deliver vehicles being replaced to the Vehicle Maintenance Division prior to accepting the new replacement vehicle.

### **Maintenance and Repair of Vehicles**

#### *Preventive and Routine Maintenance and Repairs*

The Vehicle Maintenance Division shall notify departments of upcoming scheduled maintenance for vehicles operated by that department and will schedule the date and anticipated duration of the scheduled maintenance. If possible, the department operating the vehicle shall deliver it to the Vehicle Maintenance Division. If necessary, Vehicle Maintenance will pick up the vehicle at its customary parking location and return it when scheduled maintenance is complete.

#### *Unscheduled Repairs*

In the event a vehicle requires immediate or unscheduled repair during normal work hours, operators should call the Vehicle Maintenance Division (458-5345), or take the vehicle to the Public Works facility at 111 Morphew Street for assessment. If the vehicle cannot be operated or is unsafe to operate, the driver should call the Vehicle Maintenance Division for road service, towing, or advice. After normal working hours, vehicle operators should call the non-emergency Police Department dispatch number (485-3000) for towing or road assistance. Vehicle operators must notify their supervisors, as well as the Fleet Maintenance Division, in the event of a vehicle failure.

#### *Reimbursement for Personal Expense for City Vehicle Repair*

Certain emergencies may occur during non-working hours that can be easily remedied at a service station (for example, a flat tire or radiator hose). Department Directors whose employees routinely work outside of normal working hours shall develop appropriate policies governing the authority of vehicle operators to affect emergency repairs during non-working hours with the intended goal of delivering uninterrupted public service. These departmental policies shall be forwarded to the Fleet Manager for reference.



**Agenda Item No: 5.a**  
**Meeting Date: August 21, 2023**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Economic Development and Innovation**

**Prepared by: Micah Hinkle,**  
**Director of Economic Development**

**City Manager Approval:** 

**TOPIC: TAX EQUITY AND FISCAL RESPONSIBILITY ACT OF 1982 (TEFRA) PUBLIC HEARING FOR TAX-EXEMPT FINANCING - THE SHINING STAR FOUNDATION**

**SUBJECT: RESOLUTION APPROVING ISSUANCE OF REVENUE OBLIGATIONS BY THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (CEDA) FOR THE PURPOSE OF FINANCING, REFINANCING AND/OR REIMBURSING THE COST OF ACQUISITION, CONSTRUCTION, INSTALLATION, EQUIPPING AND FURNISHING OF CERTAIN FACILITIES FOR THE BENEFIT OF THE SHINING STAR FOUNDATION AND OTHER MATTERS RELATING THERETO HEREIN SPECIFIED PURSUANT TO THE TAX EQUITY AND FISCAL RESPONSIBILITY ACT OF 1982 (TEFRA)**

**RECOMMENDATION:**

- 1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 to receive comments relating to the issuance of the Obligations by CEDA to finance, refinance and/or reimburse the cost of the Project.
- 2. Adopt the resolution approving the issuance of the Obligations by CEDA to finance, refinance and/or reimburse the cost of the Project for the benefit of the Borrower.

**BACKGROUND:**

CEDA and Star Academy (borrower), asked the City to facilitate the financing and refinancing of their facilities, located in the City of San Rafael. This assistance includes holding a public hearing under the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). The reason for pursuing financing in this manner is to allow the borrower to reduce its borrowing cost in owning its facilities and to preserve critical funds for serving the borrower's clients. The City used this process for other requests focused on affordable housing projects (855 C St. & 55 Fairfax St.). This process does not expose the City to financial risk.

The TEFRA process requires the borrower to use a third party to issue bonds. The borrower is working with the California Enterprise Development Authority (CEDA), a joint exercise of powers authority (JPA) established by the California Association for Local Economic Development (CALED) to issue tax-exempt and taxable conduit revenue bonds to fund commercial and industrial development projects that provide a public benefit and serve residents within member jurisdictions. Cities and counties in California utilize

\_\_\_\_\_ **FOR CITY CLERK ONLY** \_\_\_\_\_

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

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

joint powers authorities primarily for economies of scale, to access specialized transaction knowledge and resources, and to avoid using valuable local staff time on these types of transactions. More than 250 cities and counties are associate members of CEDA.

**BORROWER:**

The borrower, which operates under the name Star Academy, was founded in 1991 by two families determined to provide their children with the best education possible. The borrower is a non-public and non-profit school that is a recognized leader in the Bay Area in educating students with learning differences. The borrower serves students with a variety of complex learning differences that make it difficult for them to thrive in a traditional classroom setting. Many students arrive at the school emotionally fragile because of school experiences that have not been successful, leaving them frustrated, isolated, and believing they are not capable of learning.

Each student's program is uniquely tailored to their specific needs. Students participate in specialized classroom learning and have access to specialists in multi-sensory language arts, speech, math, occupational therapy, and emotional wellness. In an average week, each student works with up to 10 educators and specialists. Providing students with focused and individualized support accelerates their learning, and, as a result, they experience significant academic success, often for the first time. Being in a nurturing and supportive environment also allows students to feel safe and part of a caring community.

The borrower is fully accredited by the Western Association of Schools and Colleges, and its academic program is based on California Department of Education content standards. The student population includes students whose family's pay tuition and students placed by their public school district as part of the Individualized Education Program (IEP).

**THE PROJECT:**

The borrower intends to use the proceeds to (a) finance, refinance and/or reimburse the borrower for the cost of acquiring, constructing, renovating, remodeling, installing, equipping, and furnishing the facilities located at (i) 171 and 181 Carlos Drive, San Rafael, California 94903, consisting of two commercial buildings with approximately 13,691 square feet of space in the approximate amount of \$1,700,000 and (ii) the rehabilitation and equipping of the real property and improvements located at 4470 Redwood Highway, San Rafael, California 94903, consisting of the borrower's main building with classrooms, a gymnasium, teaching kitchen and offices for specialists in the approximate amount of \$300,000, and (b) pay certain financing costs and costs of issuance in connection with the issuance of the bonds. The borrower will own and operate the facilities in connection with its public benefit purpose of education for students with learning differences.

**ANALYSIS:**

The public TEFRA hearing would fulfill the requirements of the federal law and the requirements of CEDA. The City Council's role is to conduct the public hearing and act on the attached resolution has no direct impact on the City or the subject property in that:

1. The bonds will not constitute a debt or liability to the City. The bond payments will be made by the borrower using income generated by the project.
2. As noted above, for all or a portion of the bonds to qualify as tax-exempt bonds, the City must conduct the public hearing as an accommodation to the CEDA. The City will not be the issuer of the bonds, nor will it be responsible for interest payments on the bonds. Therefore, the City's role in conducting the public hearing is perfunctory.

3. The issuance of the bonds would be used to finance needed capital improvements to the subject property.

4. The action on this request qualifies for an exemption from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061(b). This CEQA provision states that as a “general rule,” CEQA applies only to projects and actions which have the potential to cause a significant, physical environmental effect on the environment.

After holding the TEFRA hearing and adopting the required resolution, no other participation or activity will be required of the City with respect to issuance of the bonds.

**COMMUNITY OUTREACH:**

A notice was posted 72 hours prior to the public hearing on the City’s and CEDA’s websites, consistent with Internal Revenue Service requirements. A copy of the notice is attached (Attachment 2).

**FISCAL IMPACT:**

The obligations are to be issued by CEDA. The City will have no obligation, liability or responsibility for the project or the repayment of the obligations. All financing documents with respect to the issuance of the obligations will contain clear disclaimers that the obligations are not obligations of the City or the State of California.

**OPTIONS:**

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

1. Adopt the attached resolution as recommended by staff;
2. Adopt the attached resolution with modifications;
3. Continue the matter and direct staff to return with more information; or
4. Deny the request.

**RECOMMENDED ACTION:**

It is recommended that the City Council:

1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 to receive comments relating to the issuance of the obligations by CEDA to finance, refinance and/or reimburse the cost of the project.
2. Adopt the resolution approving the issuance of the obligations by CEDA to finance, refinance and/or reimburse the cost of the project for the benefit of the borrower.

**ATTACHMENTS:**

1. Resolution
2. Public Hearing Notice

**RESOLUTION NO.**

**RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY OF NOT TO EXCEED \$2,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY'S REVENUE OBLIGATIONS FOR THE PURPOSE OF FINANCING, REFINANCING AND/OR REIMBURSING THE COST OF ACQUISITION, CONSTRUCTION, INSTALLATION, EQUIPPING AND FURNISHING OF CERTAIN FACILITIES FOR THE BENEFIT OF THE SHINING STAR FOUNDATION AND OTHER MATTERS RELATING THERETO HEREIN SPECIFIED**

**WHEREAS**, The Shining Star Foundation, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Code (the "Borrower"), has requested that the California Enterprise Development Authority (the "Authority") to issue, from time to time, pursuant to a plan of finance, of one or more series of its tax-exempt bonds, notes, or other evidence of indebtedness in an amount not to exceed \$2,000,000 (the "Obligations") for the benefit of the Borrower pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State (commencing with Section 6500) (the "Act"), to (a) finance, refinance and/or reimburse the Borrower for the cost of acquiring, constructing, renovating, remodeling, installing, equipping and furnishing the facilities located at (i) 171 and 181 Carlos Drive, San Rafael, California 94903, consisting of two commercial buildings with approximately 13,691 square feet of space in the approximate amount of \$1,700,000 and (ii) the rehabilitation and equipping of the real property and improvements located at 4470 Redwood Highway, San Rafael, California 94903, consisting of the Borrower's main building with classrooms, a gymnasium, teaching kitchen and offices for specialists in the approximate amount of \$300,000 (collectively, the "Facilities"), and (b) pay certain financing costs and costs of issuance in connection with the issuance of the Obligations (collectively, the "Project"); and

**WHEREAS**, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Obligations by the Authority must be approved by the City Council of the City of San Rafael (the "City") because the Project is to be located within the territorial limits of the City; and

**WHEREAS**, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Obligations under Section 147(f) of the Code; and

**WHEREAS**, the Authority has requested that the City Council approve the issuance of the Obligations by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code; and

**WHEREAS**, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Obligations, and now desires to approve the issuance of the Obligations by the Authority;

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

Section 1. The foregoing recitals are true and correct.



Section 2. The City Council hereby approves the issuance of the Obligations by the Authority, including but not limited to Obligations issued as part of a plan to finance the Facilities described herein. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Obligations by the Authority, for the purposes of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and the Act. This resolution shall also constitute the approval of the issuance of the Obligations by the Authority within the meaning of the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California.

Section 3. The City shall not bear any responsibility or liability for the issuance of the Obligations, the tax-exempt status of the Obligations, the repayment of the Obligations or any other matter related to the Obligations.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing with respect to the Facilities; (ii) approve any application or request for or take any other action in connection with any planning approval, permit, or other action necessary with respect to the Facilities; (iii) make any contribution or advance any funds whatsoever to the Authority or the Borrower; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. All actions heretofore taken by the officers, employees, and agents of the City with respect to the approval of the issuance of the Obligations are hereby approved, confirmed, and ratified, and the officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they or special counsel may deem necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

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 21<sup>st</sup> day of August 2023, by the following vote, to wit:

**AYES:**           **Councilmembers:**  
**NOES:**           **Councilmembers:**  
**ABSENT:**       **Councilmembers:**

---

**Lindsay Lara, City Clerk**

## NOTICE OF PUBLIC HEARING

PURSUANT TO SECTION 147(f) of the Internal Revenue Code of 1986 NOTICE IS HEREBY GIVEN that the City Council of the City of San Rafael will be holding a PUBLIC HEARING under the Tax and Equity Fiscal Responsibility Act (“TEFRA”).

- WHERE: San Rafael City Hall – Council Chambers  
1400 Fifth Avenue, San Rafael, California 94901
- WHEN: Monday, August 21, 2023, at the hour of 7:00 p.m. or as soon thereafter as the matter is reached on the agenda
- PURPOSE: To hear and consider information concerning the issuance by the California Enterprise Development Authority (the “Issuer”), from time to time, pursuant to a plan of finance, of one or more series of tax-exempt revenue obligations pursuant to Section 145 of the Internal Revenue Code of 1986, as amended (the “Code”) in an aggregate principal amount not to exceed \$2,000,000 (the “Obligations”) for the benefit of The Shining Star Foundation, a nonprofit public benefit corporation, duly organized and existing under the laws of the State of California (the “State”), and/or a related entity (the “Borrower”). The Issuer will loan the proceeds of the Obligations to the Borrower pursuant to one or more loan agreements or amendment to a loan agreement (collectively, the “Loan Agreement”). The proceeds of the Obligations loaned to the Borrower will be applied to: (a) finance, refinance and/or reimburse the Borrower for the cost of acquiring, constructing, renovating, remodeling, installing, equipping and furnishing the facilities located at (i) 171 and 181 Carlos Drive, San Rafael, California 94903, consisting of two commercial buildings with approximately 13,691 square feet of space in the approximate amount of \$1,700,000 and (ii) the rehabilitation and equipping of the real property and improvements located at 4470 Redwood Highway, San Rafael, California 94903, consisting of the Borrower’s main building with classrooms, a gymnasium, teaching kitchen and offices for specialists in the approximate amount of \$300,000 (collectively, the “Facilities”), and (b) pay certain financing costs and costs of issuance in connection with the issuance of the Obligations. The Borrower is an organization described in Section 501(c)(3) of the Code and will own and operate the Facilities by the Borrower in connection with its educational mission of providing an intensive, individualized academic program for students with learning differences, with a commitment to helping them achieve their full potential and lead gratifying productive lives.

Neither the faith and credit nor the taxing power of the City, the State, or any other political corporation, subdivision or agency of the State is pledged to the payment of the principal of, premium, if any, or interest on, the Obligations, nor shall the City, the State or any other political corporation,

subdivision or agency of the State be liable or obligated to pay the principal of, premium, if any, or interest on, the Obligations.

The Agenda for this meeting and documents included in the Agenda for this hearing will be published at least 72 hours prior to the meeting and can be accessed by viewing the City's Agenda website, <https://www.cityofsanrafael.org/city-council-meetings/>.

All persons interested in this matter should appear at the August 21, 2023 City Council meeting. If you cannot attend the City Council meeting, comments can be submitted by email at [cityclerks@cityofsanrafael.org](mailto:cityclerks@cityofsanrafael.org). Questions should be directed to Micah Hinkle, Director of Economic Development and Innovation at [micah.hinkle@cityofsanrafael.org](mailto:micah.hinkle@cityofsanrafael.org) or at 415-485-3460.

Lindsay Lara  
City Clerk



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Community Development

Prepared by: Alicia Giudice  
Community Development Director  
Alexis Captanian, Housing Analyst

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

**TOPIC: RESPONSE TO GRAND JURY REPORT – BUILD MORE ADUS – AN RX TO INCREASE MARIN’S HOUSING SUPPLY**

**SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE RESPONSE TO THE MARIN COUNTY CIVIL GRAND JURY REPORT ENTITLED – BUILD MORE ADUS – AN RX TO INCREASE MARIN’S HOUSING SUPPLY**

**EXECUTIVE SUMMARY:**

The Marin County Civil Grand Jury (Grand Jury) published a report entitled *Build More ADUs – An Rx to Increase Marin’s Housing Supply*. The Grand Jury report lists ten findings and six suggested recommendations to further facilitate the production of Accessory Dwelling Units (ADUs) in Marin County. The Grand Jury requested that the City of San Rafael (City) review and respond to the findings and suggested recommendations, which focus on financing options, impact and connection fees, permit approval process, legalization of unpermitted units, and incentives for ADU development. A response to this report has also been requested of the County of Marin and the other jurisdictions in Marin. The City’s written response must be submitted to the Grand Jury by September 13, 2023.

**RECOMMENDATION:**

Adopt the attached resolution approving and authorizing the City of San Rafael’s Mayor to execute the response to the Grand Jury report regarding Accessory Dwelling Units (ADU).

**BACKGROUND:**

On June 15, 2023, the Marin County Civil Grand Jury released a report entitled *Build More ADUs – An Rx to Increase Marin’s Housing Supply* (Grand Jury Report). This Grand Jury report focuses on facilitating the development of accessory dwelling units as a cost-effective way to increase the supply of housing in Marin, including the supply of affordable housing and housing for a growing population of older adults. This Grand Jury report can be accessed at the following link:

<https://www.marincounty.org/-/media/files/departments/gj/reports-responses/2022-23/build-more-adus--an-rx-for-increasing-marins-housing-supply.pdf?la=en>

---

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

The Grand Jury's methodology used for preparing this report included:

- reviewing a broad range of relevant public information related to the planning, permitting, financing and building of ADUs;
- collecting relevant information from County staff and several knowledgeable people in the field of community planning and development of ADUs in other Bay Area counties; and
- studying reports, written materials, and internet sources, including the housing elements of Marin jurisdictions and relevant California state laws.

The "Discussion" section of the Grand Jury report outlines the potential of ADUs to address housing needs in Marin County, including the needs of Marin's aging population. The Grand Jury describes Marin municipalities' efforts to-date to encourage the development of ADUs and provides examples of financial incentives implemented in other places that could encourage ADUs as affordable housing in Marin County. The Grand Jury emphasizes coordination between Marin municipalities and public agencies to create policy alignment and a streamlined approach to permitting and fee requirements for ADU development.

The Grand Jury report findings are:

- F1. More housing in Marin is needed and ADUs are one solution.*
- F2. Many homeowners lack information and knowledge about ADU development, and Marin's jurisdictions are not always helpful to homeowners seeking information about ADU development.*
- F3. It is often difficult, if not impossible, for a Marin homeowner to determine the planning, building, connection, capacity and impact fees associated with developing an ADU in a particular jurisdiction.*
- F4. Many Bay Area cities and counties, for example Napa and Sonoma, have implemented comprehensive websites and related support to help homeowners create ADUs.*
- F5. ADUs may be rented affordably and provide additional benefits for older adults and their caregivers.*
- F6. Most Marin jurisdictions could provide better resources offering or identifying financing incentives for ADU development.*
- F7. Impact, connection, and capacity fees vary considerably throughout the County and such fees can be a disincentive to homeowners considering ADU development.*
- F8. Not every jurisdiction in Marin has updated its planning and building policies to conform with current California ADU laws.*
- F9. Granting amnesty, following safety inspection, to existing non-conforming second units could help Marin meet its housing obligations.*
- F10. ADU Marin and HelloADU are a good start. However, compared to several other Bay Area cities and counties, for example Napa and Sonoma, they could be substantially enhanced and expanded.*

The Grand Jury report recommendations are:

- R1. *On or before December 31, 2023, the Marin County Board of Supervisors should direct the Community Development Agency's Development Priority Setting Committee to:*
- 1) *Identify available funding/financing information for residents who need help with the cost of building an ADU.*
  - 2) *Transmit the collected information to all the jurisdictions represented on the Committee.*
  - 3) *Start a continuous monitoring program to update the information sources as they become available.*
- R2. *By December 1, 2023, begin investigation to consider an amnesty program to legalize existing unpermitted second units. Add a marketing communications plan so that citizens can be made aware of it.*
- R3. *By December 1, 2023, begin the process of merging and/or collaborating with Napa/Sonoma ADU, and hiring a full-time Marin ADU Program Coordinator. The program coordinator should work with all jurisdictions on the development of ADUs and identify impact and connection fees within each jurisdiction.*
- R4. *By December 1, 2023, begin a feasibility assessment of waiving or significantly lowering impact and connection fees for units smaller than 750 square feet.*
- R5. *By December 1, 2023, begin creating plans to accelerate the permit approval process for ADU applications to within 30 days, or less, of submission. Implement such plans no later than July 1, 2024.*
- R6. *By December 1, 2023, begin feasibility assessments of new incentives for ADU development, such as pre-approved plans, technical assistance, property tax relief, development fee waivers, and forgivable loans; implement at least one such incentive no later than July 1, 2024.*

The City is required to respond to the Grand Jury report. Penal Code section 933(c) states, in relevant part:

*"No later than 90 days after the Grand Jury submits a final report...the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body."*

The City's response to the Grand Jury report must be approved by resolution of the City Council and submitted to the presiding judge of the Marin County Superior Court on or before September 13, 2023.

Many of the findings and recommendations of this Grand Jury report pertain to matters under the control of governing bodies of other Marin County jurisdictions. The proposed responses for the City of San Rafael are limited to matters under the control of the City Council of the City of San Rafael.

**ANALYSIS:**

Staff recommends that the City’s response to the Grand Jury report include information about the City’s approach to its permit approval process, including how the City supports the legalization of unpermitted ADUs. Additionally, the City’s response should clarify current state law related to impact fees, and outline future possibilities to provide additional homeowner support and incentives.

**Response to Report Findings**

The Grand Jury requested that the City respond to the ten report findings listed above. Staff reviewed these findings and recommends that the City Council agree with the findings numbered F1, F4, F5, and F6, partially disagree with the findings numbered F2, F3, and F7, disagree with the findings numbered F8 and F9, not respond to the finding numbered F10, and provide explanations in response to six of the findings, as follows:

**F2. Many homeowners lack information and knowledge about ADU development, and Marin’s jurisdictions are not always helpful to homeowners seeking information about ADU development.**

Response: Partially Disagree

The City strives to assist homeowners seeking information about ADU development. The City has a [webpage dedicated to ADUs](#), written in nontechnical language, which links to the relevant municipal code as well as recently updated state ADU laws that modify the City’s standards. This web page also includes responses to frequently asked questions and provides a link to the California Department of Housing and Community Development’s ADU Handbook. Additionally, City staff are available to homeowners in person at City Hall for walk-in consultations five days per week and online through the City’s “virtual counter.”

**F3. It is often difficult, if not impossible, for a Marin homeowner to determine the planning, building, connection, capacity and impact fees associated with developing an ADU in a particular jurisdiction.**

Response: Partially Disagree

It is not impossible to determine the fees associated with developing an ADU in San Rafael, however we do acknowledge that it can be difficult to obtain information about all types of fees because they are charged by multiple Marin agencies (e.g., by the City, water district and sanitary district) and the fees vary across jurisdictions. To assist the public, the City maintains a master fee schedule on the City’s website for fees associated with permits, utility connection and development impact fees. In addition, City staff are available virtually and in-person to assist applicants in determining fees based on the valuation and square footage of the project. For example, for an ADU less than 750 square feet that is valued at \$125,000, San Rafael planning and building fees are estimated to total \$4,330. This includes the following fees: building permit, plan check, Strong Motion Instrumentation Program (SMIP), California Green Building Fund, electrical permit, mechanical permit, plumbing permit, and ADU review. These fees are consistent with and comply with State law because the fees are no greater than necessary to offset the costs to the City in administering its ADU program, including reviewing ADU applications. For an ADU that is 750 square feet or greater and valued at \$125,000, the planning, building, and impact fees are estimated to total \$6,215. These fees are consistent with and comply with State law because the (1) they include valid and properly adopted impact fees pursuant to the Mitigation Fee Act, and (2) the fees

are no greater than necessary to offset the costs to the City in administering its ADU program, including reviewing ADU applications.

**F6. Most Marin jurisdictions could provide better resources offering or identifying financing incentives for ADU development.**

Response: Agree

San Rafael's [2023-2031 Housing Element](#) includes a program related to ADUs, which aims to expand resources and reduce barriers for the construction of ADUs and Junior ADUs (JADUs) in San Rafael neighborhoods. As part of this program, the City committed to developing policies that incentivize affordable ADUs.

**F7. Impact, connection, and capacity fees vary considerably throughout the County and such fees can be a disincentive to homeowners considering ADU development.**

Response: Partially Disagree

The City of San Rafael does not charge impact fees for ADUs that are less than 750 square feet per State law. The San Rafael Fire Department does not charge impact, connection, or capacity fees for any projects, including ADUs. The City acknowledges that fees may be somewhat of a disincentive; the City only charges fees for ADUs that are no greater than necessary than to defray the cost of the ADU program, which is consistent with State law. If the City were to waive fees, it would have to backfill those fees, which would have negative financial implications to the City's budget.

**F8. Not every jurisdiction in Marin has updated its planning and building policies to conform with current California ADU laws.**

Response: Disagree

The City's planning and building policies do conform with current California ADU laws. The City's Housing Element, certified by the State's Department of Community Development in June 2023, states that the City is committed to updating its ordinances to align with changes in state law. The City last updated its ADU ordinance to comply with state law in November 2021. Any and all changes in state ADU laws which became effective after that date are still applied by the City. Therefore, the City's policies are consistent with state ADU laws. The City's ADU webpage provides information that reflects this.

**F9. Granting amnesty, following safety inspection, to existing non-conforming second units could help Marin meet its housing obligations.**

Response: Disagree

State ADU laws, which the City complies with, provide that a "local agency shall not deny an application for a permit to create an accessory dwelling unit due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit." Cal. Gov. Code section 65852.2(d)(2). Therefore, the City already provides what the Grand Jury characterizes as an amnesty



program. Additionally, with the exception of impact fees, the City only charges fees for ADUs that are no greater than necessary than to defray the cost of the ADU program, which is consistent with State law. If the City were to waive fees, it would have to backfill those fees, which would have negative financial implications to the City's budget.

### **Response to Report Recommendation**

The Grand Jury requested that the City respond to report recommendations R1, R2, R3, R4, R5, and R6. Staff recommends that the City Council respond as follows:

**R1. On or before December 31, 2023, the Marin County Board of Supervisors should direct the Community Development Agency's Development Priority Setting Committee to:**

- 1) Identify available funding/financing information for residents who need help with the cost of building an ADU,**
- 2) Transmit the collected information to all the jurisdictions represented on the Committee.**
- 3) Start a continuous monitoring program to update the information sources as they become available.**

This recommendation is directed to and pertains to matters solely under the control of the Marin County Board of Supervisors. Therefore, this recommendation does not require a response by the City of San Rafael.

Should the Marin County Board of Supervisors implement this recommendation, the City would welcome information on funding/financing for City residents who need help with the cost of building an ADU.

**R2. By December 1, 2023, begin investigation to consider an amnesty program to legalize existing unpermitted second units. Add a marketing communications plan so that citizens can be made aware of it.**

This recommendation will not be implemented because it is not warranted or is not reasonable.

State ADU laws, which the City complies with, provide that a "local agency shall not deny an application for a permit to create an accessory dwelling unit due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit." Cal. Gov. Code section 65852.2(d)(2). Therefore, the City already provides what the Grand Jury characterizes as an amnesty program. While the City will not be able to launch a marketing communications plan by December 1, 2023, the City will add information to its website in the next six months about how to legalize an existing unpermitted second unit.

**R3. By December 1, 2023, begin the process of merging and/or collaborating with Napa/Sonoma ADU, and hiring a full-time Marin ADU Program Coordinator. The program coordinator should work with all jurisdictions on the development of ADUs and identify impact and connection fees within each jurisdiction.**

The recommendations to merge with Napa/Sonoma ADU and hire a full-time Marin ADU Program Coordinator pertain to matters under the control of the Marin County Board of Supervisors, not the City

of San Rafael. The City of San Rafael's response is limited to the part of the recommendation to begin the process of collaborating with Napa/Sonoma ADU.

This recommendation has been implemented.

The City of San Rafael, along with other cities and towns and Marin County, have been communicating with the Napa/Sonoma ADU Center over the last several months through the Marin County Housing Collaborative Group, the Housing Working Group (HWG), about bringing Napa/Sonoma ADU services to Marin County. The HWG is composed of planning directors and staff from the County and cities and towns in Marin.

**R4. By December 1, 2023, begin a feasibility assessment of waiving or significantly lowering impact and connection fees for units smaller than 750 square feet.**

This recommendation will not be implemented because it is not warranted or is not reasonable.

No feasibility assessment regarding waiving or reducing impact and connection fees for ADUs smaller than 750 square feet is necessary because pursuant to State ADU law, all ADUs under 750 square feet are exempt from impact fees (see Gov. Code 65852.2(f)(3).) Furthermore, State laws prohibit the City from considering an ADU a new residential use for purposes of calculating connection fees or capacity charges, unless the ADU was constructed with a single-family dwelling (see Gov. Code 65852.2(f)(2).) The San Rafael Fire Department does not charge impact or connection fees for any projects, including ADUs.

**R5. By December 1, 2023, begin creating plans to accelerate the permit approval process for ADU applications to within 30 days, or less, of submission. Implement such plans no later than July 1, 2024.**

This recommendation will not be implemented because it is not warranted or is not reasonable.

The City already has a streamlined process, whereby the planning and building permit review occur simultaneously, which typically takes approximately one week from when a complete application is received. Additionally, the San Rafael Fire Department, water district, and sanitary district review the permit application. Because this review includes multiple departments and agencies, reducing review to within 30 days is infeasible and could result in improper review by these various agencies contributing to potential life safety risks. The City complies with State law, which requires that a local agency approve or deny an ADU permit within 60 days (see Gov. Code 65852.2(b)(1).).

**R6. By December 1, 2023, begin feasibility assessments of new incentives for ADU development, such as pre-approved plans, technical assistance, property tax relief, development fee waivers, and forgivable loans; implement at least one such incentive no later than July 1, 2024.**

This recommendation has not been implemented yet but will be in the future.

The City's [2023-2031 Housing Element](#) includes a specific program related to ADUs, which aims to expand resources and reduce barriers for the construction of ADUs and Junior ADUs (JADUs) in San

Rafael neighborhoods. As part of this program, the City has committed to developing incentives for affordable ADUs, as required by state law, by 2025.

In regard to pre-approved plans and technical assistance, the City supports all efforts to collaborate regionally to enhance these types of services, however the City is limited in resources to provide this level of support alone and would need the County of Marin's support to fully implement this recommendation.

Property tax relief would require state legislation and implementation would take longer than July 1, 2024.

**Conclusions**

The City is committed to creating more affordable housing and agrees that ADUs are an important contributor to increasing the City's housing supply. Many of these units are affordable to lower and moderate-income households by virtue of their relatively small size and modest construction costs, and relative to new multi-family housing. Staff will continue to identify opportunities to incentivize ADU production, including through increased support for homeowners interested in building ADUs on their properties and other actions identified in the City's Housing Element.

**FISCAL IMPACT:**

City review and comment on this Grand Jury Report has no fiscal impact.

**OPTIONS:**

The City is required to respond, however, the City Council has the following options to consider on this matter:

1. Adopt resolution as presented, approving the proposed response.
2. Adopt resolution with modifications to the proposed response.
3. Direct staff to return with more information.

**RECOMMENDED ACTION:**

Adopt the attached resolution approving and authorizing the City of San Rafael's Mayor to execute the response to the Grand Jury report regarding Accessory Dwelling Units (ADU).

**ATTACHMENTS:**

1. Resolution, with attached City response to Grand Jury report

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL  
APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE  
RESPONSE TO THE MARIN COUNTY CIVIL GRAND JURY REPORT ENTITLED  
– BUILD MORE ADUS – AN RX TO INCREASE MARIN’S HOUSING SUPPLY**

**WHEREAS**, pursuant to Penal Code section 933(c), a public agency which receives a final grand jury report addressing aspects of the public agency’s operations must, within ninety (90) days, provide a written response to the presiding judge of the Superior Court, with a copy to the foreperson of the grand jury, responding to the report’s findings and recommendations pertaining to matters under the control of the governing body; and

**WHEREAS**, Penal Code section 933(c) requires that the “governing body” of the public agency provide said response and, in order to lawfully comply, the governing body must consider and adopt the response at a noticed public meeting pursuant to the Brown Act; and

**WHEREAS**, the City Council of the City of San Rafael has received and reviewed the Marin County Grand Jury Report, dated June 15, 2023 entitled “Build More ADUs – An Rx To Increase Marin’s Housing Supply;” and

**WHEREAS**, at a regular City Council meeting held on August 21, 2023, the City Council discussed the report’s findings and recommendations.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of San Rafael hereby:

1. Approves and authorizes the Mayor to execute the City’s response to the Marin County Grand Jury’s June 15, 2023 report, entitled “Build More ADUs – An Rx to Increase Marin’s Housing Supply,” a copy of which response is attached hereto and incorporated herein by reference.
2. Directs the City Clerk to forward the City’s response forthwith to the presiding judge of the Marin County Superior Court, with copy to the foreperson of the Marin County Grand Jury.

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 San Rafael City Council held on the 21<sup>st</sup> day of August 2023, by the following vote to wit:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

---

LINDSAY LARA, City Clerk



## RESPONSE TO GRAND JURY REPORT FINDINGS AND RECOMMENDATIONS

**REPORT TITLE:** “Build More ADUs – An Rx to Increase Marin’s Housing Supply”  
**REPORT DATE:** June 15, 2023  
**RESPONSE BY:** San Rafael City Council

### GRAND JURY FINDINGS

- We agree with the finding(s) numbered: **F1, F4, F5, F6**
- We disagree wholly or partially with the finding(s) numbered: **F2, F3, F7, F8, F9**
- Finding numbered **F10** does not require a response by the City of San Rafael.

### GRAND JURY RECOMMENDATIONS

- Recommendation numbered **R1** does not require a response by the City of San Rafael.
- Recommendation numbered **R3** has been implemented.
- Recommendations numbered **R2, R4, R5** will not be implemented because they are not warranted or reasonable.
- Recommendation numbered **R6** has not been implemented yet, but will be in the future.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Mayor Kate Colin



City of San Rafael Response to Grand Jury Report Findings and Recommendations  
“Build More ADUs – An Rx to Increase Marin’s Housing Supply”  
June 15, 2023

## **RESPONSE TO GRAND JURY FINDINGS**

### **F1. More housing in Marin is needed and ADUs are one solution.**

Response: Agree

### **F2. Many homeowners lack information and knowledge about ADU development, and Marin’s jurisdictions are not always helpful to homeowners seeking information about ADU development.**

Response: Partially Disagree

The City strives to assist homeowners seeking information about ADU development. The City has a [webpage dedicated to ADUs](#), written in nontechnical language, which links to the relevant municipal code as well as recently updated state ADU laws that modify the City’s standards. This web page also includes responses to frequently asked questions and provides a link to the California Department of Housing and Community Development’s ADU Handbook. Additionally, City staff are available to homeowners in person at City Hall for walk-in consultations five days per week and online through the City’s “virtual counter.”

### **F3. It is often difficult, if not impossible, for a Marin homeowner to determine the planning, building, connection, capacity and impact fees associated with developing an ADU in a particular jurisdiction.**

Response: Partially Disagree

It is not impossible to determine the fees associated with developing an ADU in San Rafael, however we do acknowledge that it can be difficult to obtain information about all types of fees because they are charged by multiple Marin agencies (e.g., by the City, water district and sanitary district) and the fees vary across jurisdictions. To assist the public, the City maintains a master fee schedule on the City’s website for fees associated with permits, utility connection and development impact fees. In addition, City staff are available virtually and in-person to assist applicants in determining fees based on the valuation and square footage of the project. For example, for an ADU less than 750 square feet that is valued at \$125,000, San Rafael planning and building fees are estimated to total \$4,330. This includes the following fees: building permit, plan check, Strong Motion Instrumentation Program (SMIP), California Green Building Fund, electrical permit, mechanical permit, plumbing permit, and ADU review. These fees are consistent with and comply with State law because the fees are no greater than necessary to offset the costs to the City in administering its ADU program, including reviewing ADU applications. For an ADU that is 750 square feet or greater and valued at \$125,000, the planning, building, and impact fees are estimated to total \$6,215. These fees are consistent with and comply with State law because the (1) they include valid and properly adopted impact fees pursuant to the Mitigation Fee Act, and (2) the fees are no greater than necessary to offset the costs to the City in administering its ADU program, including reviewing ADU applications.



City of San Rafael Response to Grand Jury Report Findings and Recommendations  
“Build More ADUs – An Rx to Increase Marin’s Housing Supply”  
June 15, 2023

**F4. Many Bay Area cities and counties, for example Napa and Sonoma, have implemented comprehensive websites and related support to help homeowners create ADUs.**

Response: Agree

This finding pertains to matters under the control of governing bodies of other Marin County jurisdictions. The City of San Rafael’s response is limited to matters under the control of the City Council of the City of San Rafael.

**F5. ADUs may be rented affordably and provide additional benefits for older adults and their caregivers.**

Response: Agree

**F6. Most Marin jurisdictions could provide better resources offering or identifying financing incentives for ADU development.**

Response: Agree

San Rafael’s [2023-2031 Housing Element](#) includes a program related to ADUs, which aims to expand resources and reduce barriers for the construction of ADUs and Junior ADUs (JADUs) in San Rafael neighborhoods. As part of this program, the City committed to developing policies that incentivize affordable ADUs.

**F7. Impact, connection, and capacity fees vary considerably throughout the County and such fees can be a disincentive to homeowners considering ADU development.**

Response: Partially Disagree

The City of San Rafael does not charge impact fees for ADUs that are less than 750 square feet per State law. The San Rafael Fire Department does not charge impact, connection, or capacity fees for any projects, including ADUs. The City acknowledges that fees may be somewhat of a disincentive; the City only charges fees for ADUs that are no greater than necessary than to defray the cost of the ADU program, which is consistent with State law. If the City were to waive fees, it would have to backfill those fees, which would have negative financial implications to the City’s budget.

**F8. Not every jurisdiction in Marin has updated its planning and building policies to conform with current California ADU laws.**



City of San Rafael Response to Grand Jury Report Findings and Recommendations  
“Build More ADUs – An Rx to Increase Marin’s Housing Supply”  
June 15, 2023

Response: Disagree

The City’s planning and building policies do conform with current California ADU laws. The City’s Housing Element, certified by the State’s Department of Community Development in June 2023, states that the City is committed to updating its ordinances to align with changes in state law. The City last updated its ADU ordinance to comply with state law in November 2021. Any and all changes in state ADU laws which became effective after that date are still applied by the City. Therefore, the City’s policies are consistent with state ADU laws. The City’s ADU webpage provides information that reflects this.

**F9. Granting amnesty, following safety inspection, to existing non-conforming second units could help Marin meet its housing obligations.**

Response: Disagree

State ADU laws, which the City complies with, provide that a “local agency shall not deny an application for a permit to create an accessory dwelling unit due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.” Cal. Gov. Code section 65852.2(d)(2). Therefore, the City already provides what the Grand Jury characterizes as an amnesty program. Additionally, with the exception of impact fees, the City only charges fees for ADUs that are no greater than necessary than to defray the cost of the ADU program, which is consistent with State law. If the City were to waive fees, it would have to backfill those fees, which would have negative financial implications to the City’s budget.

**F10. ADU Marin and HelloADU are a good start. However, compared to several other Bay Area cities and counties, for example Napa and Sonoma, they could be substantially enhanced and expanded.**

This finding pertains to matters solely under the control of the Marin County Board of Supervisors. Therefore, this finding does not require a response by the City of San Rafael.

**RESPONSE TO GRAND JURY RECOMMENDATIONS**

The Marin County Civil Grand Jury recommends the following:

**R1. On or before December 31, 2023, the Marin County Board of Supervisors should direct the Community Development Agency's Development Priority Setting Committee to:**

- 1) Identify available funding/financing information for residents who need help with the cost of building an ADU,**
- 2) Transmit the collected information to all the jurisdictions represented on the Committee.**





City of San Rafael Response to Grand Jury Report Findings and Recommendations  
“Build More ADUs – An Rx to Increase Marin’s Housing Supply”  
June 15, 2023

**3) Start a continuous monitoring program to update the information sources as they become available.**

This recommendation is directed to and pertains to matters solely under the control of the Marin County Board of Supervisors. Therefore, this recommendation does not require a response by the City of San Rafael.

Should the Marin County Board of Supervisors implement this recommendation, the City would welcome information on funding/financing for City residents who need help with the cost of building an ADU.

**R2. By December 1, 2023, begin investigation to consider an amnesty program to legalize existing unpermitted second units. Add a marketing communications plan so that citizens can be made aware of it.**

This recommendation will not be implemented because it is not warranted or is not reasonable.

State ADU laws, which the City complies with, provide that a “local agency shall not deny an application for a permit to create an accessory dwelling unit due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.” Cal. Gov. Code section 65852.2(d)(2). Therefore, the City already provides what the Grand Jury characterizes as an amnesty program. While the City will not be able to launch a marketing communications plan by December 1, 2023, the City will add information to its website in the next six months about how to legalize an existing unpermitted second unit.

**R3. By December 1, 2023, begin the process of merging and/or collaborating with Napa/Sonoma ADU, and hiring a full-time Marin ADU Program Coordinator. The program coordinator should work with all jurisdictions on the development of ADUs and identify impact and connection fees within each jurisdiction.**

The recommendations to merge with Napa/Sonoma ADU and hire a full-time Marin ADU Program Coordinator pertain to matters under the control of the Marin County Board of Supervisors, not the City of San Rafael. The City of San Rafael’s response is limited to the part of the recommendation to begin the process of collaborating with Napa/Sonoma ADU.

This recommendation has been implemented.

The City of San Rafael, along with other cities and towns and Marin County, have been communicating with the Napa/Sonoma ADU Center over the last several months through the Marin County Housing Collaborative Group, the Housing Working Group (HWG), about bringing Napa/Sonoma ADU services to Marin County. The HWG is composed of planning directors and staff from the County and cities and towns in Marin.



City of San Rafael Response to Grand Jury Report Findings and Recommendations  
“Build More ADUs – An Rx to Increase Marin’s Housing Supply”  
June 15, 2023

**R4. By December 1, 2023, begin a feasibility assessment of waiving or significantly lowering impact and connection fees for units smaller than 750 square feet.**

This recommendation will not be implemented because it is not warranted or is not reasonable.

No feasibility assessment regarding waiving or reducing impact and connection fees for ADUs smaller than 750 square feet is necessary because pursuant to State ADU law, all ADUs under 750 square feet are exempt from impact fees (see Gov. Code 65852.2(f)(3).) Furthermore, State laws prohibit the City from considering an ADU a new residential use for purposes of calculating connection fees or capacity charges, unless the ADU was constructed with a single-family dwelling (see Gov. Code 65852.2(f)(2).) The San Rafael Fire Department does not charge impact or connection fees for any projects, including ADUs.

**R5. By December 1, 2023, begin creating plans to accelerate the permit approval process for ADU applications to within 30 days, or less, of submission. Implement such plans no later than July 1, 2024.**

This recommendation will not be implemented because it is not warranted or is not reasonable.

The City already has a streamlined process, whereby the planning and building permit review occur simultaneously, which typically takes approximately one week from when a complete application is received. Additionally, the San Rafael Fire Department, water district, and sanitary district review the permit application. Because this review includes multiple departments and agencies, reducing review to within 30 days is infeasible and could result in improper review by these various agencies contributing to potential life safety risks. The City complies with State law, which requires that a local agency approve or deny an ADU permit within 60 days (see Gov. Code 65852.2(b)(1).).

**R6. By December 1, 2023, begin feasibility assessments of new incentives for ADU development, such as pre-approved plans, technical assistance, property tax relief, development fee waivers, and forgivable loans; implement at least one such incentive no later than July 1, 2024.**

This recommendation has not been implemented yet but will be in the future.

The City’s [2023-2031 Housing Element](#) includes a specific program related to ADUs, which aims to expand resources and reduce barriers for the construction of ADUs and Junior ADUs (JADUs) in San Rafael neighborhoods. As part of this program, the City has committed to developing incentives for affordable ADUs, as required by state law, by 2025.



City of San Rafael Response to Grand Jury Report Findings and Recommendations  
“Build More ADUs – An Rx to Increase Marin’s Housing Supply”  
June 15, 2023

In regard to pre-approved plans and technical assistance, the City supports all efforts to collaborate regionally to enhance these types of services, however the City is limited in resources to provide this level of support alone and would need the County of Marin’s support to fully implement this recommendation.

Property tax relief would require state legislation and implementation would take longer than July 1, 2024.



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Police Department**

**Prepared by: Scott Eberle, Lieutenant**

**City Manager Approval:** 

**TOPIC: AUTOMATED LICENSE PLATE READERS**

**SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLOCK GROUP INC. FOR THE LEASE AND INSTALLATION OF NINETEEN FLOCK AUTOMATED LICENSE PLATE READER CAMERAS (ALPR) FOR A 24-MONTH TERM IN AN AMOUNT NOT TO EXCEED \$118,200**

**RECOMMENDATION:** Authorize the City Manager to execute an agreement with the Flock Group Inc. for the lease and installation of nineteen Flock automated license plate reader cameras (ALPR) for a 24-month term in an amount not to exceed \$118,200.

**BACKGROUND:** The San Rafael Police Department (Police Department) began utilizing ALPR technology in 2012. The Police Department currently has two camera systems on two marked patrol vehicles and one system on a radar speed trailer for a total of eight cameras. Even in this limited deployment model, ALPR technology has proven to be useful in identifying stolen vehicles and providing investigative data to solve crimes.

In the last five years, the City has seen motor vehicle thefts increase by over 50%. From January 1<sup>st</sup> to June 30<sup>th</sup>, 2023, alone, there have been 238 reported motor vehicle thefts and of these the City has recovered 45% of the total stolen vehicles. ALPR technology has proven to be effective in other cities to mitigate and deter crimes. For example, Vacaville, which currently utilizes an ALPR camera system, has seen a 33% reduction in motor vehicle thefts. Given the success of the ALPR technology in assisting the Police Department with solving crime and considering recent trends regarding motor vehicle thefts, staff are recommending the expansion of the use of ALPR technology.

Following a request for proposals (RFP) for vehicle detection systems, Flock Group Inc. (Flock) is recommended for several reasons. Their proprietary software excels in detecting vehicles at higher speeds and uniquely identifying attributes like bumper stickers and roof racks. Additionally, Flock is endorsed by numerous law enforcement agencies in the Bay Area. Other

---

**FOR CITY CLERK ONLY**

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

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

benefits include the system's solar-powered functionality, technical support, and its cost-competitive edge over other contenders. As a result, staff have identified Flock as the preferred vendor for additional ALPR technology.

Flock's trademarked vehicle fingerprint technology allows for vehicle identification despite partial, missing, temporary, or covered plates, and cameras can be installed almost anywhere by leveraging solar batteries for power and cellular (LTE) for data communications. Their patented proprietary machine vision technology can analyze vehicle license plates, state affiliation, and vehicle attributes such as color, type, make, and objects (roof rack, bumper stickers, etc.) based on image analytics, providing the Police Department with a significant investigative option to assist in locating missing persons, tracking stolen vehicles, and apprehending wanted subjects.

The way the Flock ALPR camera system works is that when a vehicle passes through one of the cameras it will query the California Law Enforcement Telecommunications System (CLETS). CLETS is the database that stores all wanted vehicles. When the Flock ALPR safety camera matches with a wanted vehicle, it sends real time alerts to the Police Department dispatchers. Dispatchers will then be able to confirm whether the vehicle is wanted and dispatch available police officers to the area. Each Flock ALPR camera will have a unique identifier that will alert dispatchers to what Flock ALPR camera has located on the wanted plate.

## **ANALYSIS**

Implementing a larger network of Flock ALPR cameras is expected to vastly improve the ability of the Police Department to identify vehicles of interest related to missing and endangered persons, property, and vehicle theft, or associated with serious crimes under active investigation.

These cameras would be deployed in eighteen locations based on traffic patterns and crime analysis. The nineteenth camera would not be in a fixed location, but rather, positioned in temporary locations based on investigative needs. Choosing locations that focus on vehicles entering the City will maximize the effectiveness of the Flock ALPR cameras to obtain license plates of wanted vehicles entering and traveling within our community.

Flock is contractually obligated to not share any the City's data. The City would have sole control over what, if any, data is shared from the City's ALPR systems.

The Police Department restricts the use and sharing of ALPR data. Per Police Department Lexipol Policy 426 (Attachment 2), ALPR data is used for law enforcement purposes only. The Police Department does not permit the sharing of ALPR data gathered by the City or its contractors/subcontractors for federal immigration enforcement, pursuant to the California Values Act (Government Code §7282.5; Government Code §7284.2 et seq.)—these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB). The Police Department only shares ALPR data with other California law enforcement or prosecutorial agencies for law enforcement purposes only. The requesting law enforcement agency must submit a formal request to the Operations Bureau Commander or the authorized designee that must include the name of the agency, name of the person making the

request and the intended purpose for obtaining the information. We currently share our ALPR data with 48 other California Law Enforcement agencies. The Police Department does not permit sharing of any ALPR data with law enforcement agencies outside of California.

To supplement these policies, members of the public will have access to the Flock Safety Transparency Portal (portal), which will be posted on the City's website. The portal will offer a publicly accessible audit search history that will show every time a police officer used the Flock ALPR system and how many times a wanted vehicle drives through our jurisdiction. The portal will not release any personal identifying or descriptive information.

Flock ALPR data is stored on a cloud-based encrypted server that automatically deletes all information after 30 days. If, before then, data that captures a wanted vehicle is needed for evidence purposes, a police officer can download that information/picture and store it in accordance with the City of San Rafael's retention policy and the Police Department Records Maintenance and Release Policy [804](#). Should the City Council approve the staff recommendation, the Police Department will update Police Department ALPR [Policy 426](#) (Attachment 2) to align with this 30-day retention policy.

The agreement with Flock Group Inc. is a lease/subscription model based on a 24-month renewal cycle which includes the cameras, maintenance, video hosting, cellular service, and software updates. The price per camera is \$3,026 per year, totaling approximately \$57,500 per year. Professional services for the initial implementation of nineteen cameras has a one-time cost of \$3,200. The total cost for the implementation of the Flock ALPR system, as proposed, would be \$118,200.

**COMMUNITY OUTREACH:**

In 2022 and 2023, members of the Police Department attended multiple neighborhood meetings and community engagement events where staff presented and discussed the benefits of ALPR technology. Staff received support for the City intended use of ALPR camera technology.

**FISCAL IMPACT:**

The total cost of this agreement with Flock is \$118,200. Year one implementation costs in the amount of \$60,700 are available in the approved fiscal year 2023-24 Police Department budget through available appropriations in contractual services and equipment, supplies and materials accounts of the general fund. Year two costs of \$57,500 would be proposed to be included in the fiscal year 2024-25 Police Department budget.

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

1. Authorize the agreement.
2. Give direction to staff for changes to the recommendations.
3. Take no action.

**RECOMMENDED ACTION:** Authorize the City Manager to execute an agreement with the Flock Group Inc. for the lease and installation of nineteen Flock automated license plate reader cameras (ALPR) for a 24-month term in an amount not to exceed \$118,200.

**ATTACHMENTS:**

1. Agreement
2. ALPR Lexipol Policy 426

**Flock Safety + CA - San Rafael PD**

---

Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Jake Sherman  
jake.sherman@flocksafety.com  
8187467444

flock safety



## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

### Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

---

## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features

<p>Simplified Search</p>	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>● Vehicle make</li> <li>● Body type</li> <li>● Color</li> <li>● License plates             <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>● Decals</li> <li>● Bumper stickers</li> <li>● Back racks</li> <li>● Top racks</li> </ul>
<p>National and Local Sharing</p>	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p style="text-align: center;"> <i>California SVS</i>  <i>FDLE</i>  <i>FL Expired Licenses</i>  <i>FL Expired Tags</i>  <i>FL Sanctioned Drivers</i>  <i>FL Sex Offenders</i>  <i>Georgia DOR</i>  <i>IL SOS</i>  <i>Illinois Leads</i>  <i>NCIC</i>  <i>NCMEC Amber Alert</i>  <i>REJIS</i>  <i>CCIC</i>  <i>FBI</i> </p>
<p>Real-time Alerts</p>	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
<p>Interactive ESRI Map</p>	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
<p>Vehicle Location Analysis</p>	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

Out-of-Box Software Features (Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <ul style="list-style-type: none"> <li>√ 1 Standard LPR Camera</li> <li>√ Unlimited LTE data service + Flock OS platform licenses</li> <li>√ 1 DOT breakaway pole</li> <li>√ Dual solar panels</li> <li>√ Permitting, installation, and ongoing maintenance</li> </ul>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <ul style="list-style-type: none"> <li>√ 1 LPR Camera</li> <li>√ Unlimited LTE data service + software licenses</li> <li>√ 1 portable mount with varying-sized band clamps</li> <li>√ 1 Charger for internal battery</li> <li>√ 1 hardshell carrying case</li> </ul>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <ul style="list-style-type: none"> <li>√ 1 Long-Range LPR Camera</li> <li>√ Computing device in protective poly case</li> <li>√ AC Power</li> <li>√ Permitting, installation, and ongoing maintenance</li> </ul>

## Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.  <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs  Get support educating your stakeholders, including city councils and other governing bodies.  Media Relations  Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A  
**ORDER FORM**

Customer: CA - San Rafael PD  
Legal Entity Name: CA - San Rafael PD  
Accounts Payable Email: 475@srpd.org  
Address: 1375 5th Ave San Rafael, California 94901

Initial Term: 24 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$57,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	18	Included
Flock Safety Falcon® Flex	Included	1	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	17	\$2,550.00

**Subtotal Year 1:** \$60,700.00  
**Annual Recurring Subtotal:** \$57,500.00  
**Estimated Tax:** \$0.00  
**Contract Total:** \$118,200.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special terms:

- N/A

## Billing Schedule

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$60,700.00
<b>Annual Recurring after Year 1</b>	\$57,500.00
<b>Contract Total</b>	\$118,200.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon@ Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

### Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.



**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: CA - San Rafael PD**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

## Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 22 day of June 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

## AGREEMENT

**NOW, THEREFORE,** Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not

diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### **3. CUSTOMER OBLIGATIONS**

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### **4. DATA USE AND LICENSING**

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform

all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving



Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other

than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing

authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.



11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

---

---

---

**EXHIBIT B**  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

---

## Automated License Plate Readers (ALPRs)

### 426.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

### 426.2 POLICY

The policy of the San Rafael Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

### 426.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the San Rafael Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Operations Bureau Commander. The Operations Bureau Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

#### 426.3.1 ALPR ADMINISTRATOR

The Operations Bureau Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.

# San Rafael Police Department

San Rafael PD Policy Manual

## *Automated License Plate Readers (ALPRs)*

---

- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

### **426.4 OPERATIONS**

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.

### **426.5 PROCEDURE**

When an alert is received by a mobile or fixed post ALPR, dispatchers or officers will need to compare the detection (photo of vehicle and license plate) to the character recognition for accuracy. Misreads are possible and will occur. In addition, officers and dispatchers should remember to compare the state of the hot list source to the state of the scanned license plate. Officers or dispatchers should verify the ALPR alert response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

Upon confirmation that the ALPR alert is a match to a 'hot plate' in CLETS, dispatch should enter the details of the alert into the Computer Aided Dispatch (CAD) system. All verified 'hot list' ALPR alerts should be entered as a Priority 2 with the call type as "ALPR." The CAD entry should include the following information:

- Location of the alert, to include direction of travel if known
- The reason for the ALPR alert (ex. Stolen Vehicle, Lost/Stolen Plate, etc.)
- License plate number and state
- Vehicle description as displayed in the photo
- Vehicle registration information and details pertaining to the alert

# San Rafael Police Department

San Rafael PD Policy Manual

## *Automated License Plate Readers (ALPRs)*

---

Dispatchers should consider air broadcasting details of the ALPR alert over the radio, so officers can have greater situational awareness, and be on the lookout for the vehicle.

There is no need to air broadcast or make a CAD entry if the ALPR alert is NOT an exact match. All notifications may be deleted in TAS after either entry into CAD or confirmation of no match.

### **426.6 DATA COLLECTION AND RETENTION**

The Operations Bureau Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for two years and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

### **426.7 ACCOUNTABILITY**

All data will be closely safeguarded and protected by both procedural and technological means. The San Rafael Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) ALPR system audits should be conducted every three months (four times per year).

For security or data breaches, see the Records Release and Maintenance Policy.

### **426.8 RELEASING ALPR DATA**

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
  - 1. The name of the agency.
  - 2. The name of the person requesting.
  - 3. The intended purpose of obtaining the information.

# San Rafael Police Department

San Rafael PD Policy Manual

## *Automated License Plate Readers (ALPRs)*

---

- (b) The request is reviewed by the Operations Bureau Commander or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.
- (d) The Chief of Police or the authorized designee will consider the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq), before approving the release of ALPR data.
  - 1. The San Rafael Police Department does not permit the sharing of ALPR data gathered by the City or its contractors/subcontractors for purpose of federal immigration enforcement, these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).
- (e) The approved request is retained on file. Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).
- (f) It is the policy of the San Rafael Police Department not to share ALPR data with any out-of state agencies.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

### **426.9 TRAINING**

The Traffic Sergeant should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).