

MARIN GENERAL SERVICES AUTHORITY

555 Northgate Drive, Suite 230, San Rafael, CA 94903

Phone: (415) 446-4428

www.maringeneralservicesauthority.com

DATE: September 10, 2015
TIME: 10:00 a.m.
PLACE: San Rafael City Hall – Council Chambers
1400 Fifth Avenue, San Rafael, California

BOARD MEETING AGENDA

- A. Approve Minutes of May 14, 2015 Regular Meetings
- B. Report from Executive Officer (Berlant)
- C. Abandoned Vehicle Abatement Program 2015-16 Budget Adjustment (Berlant)
- D. MarinMap Program Update (Berlant, Bush)
- E. Contract for Professional Services for MarinMap – County of Marin (Berlant, Bush)
- F. Taxicab Regulation Program Update (Berlant, Rawles)
- G. Streetlight Maintenance Program Update (Berlant)
- H. Professional Services Contracts
 - 1. Taxicab Regulation Program/AVAP Administrator – Jeff Rawles
 - 2. MCEP Sustainability Coordinator – Christine O'Rourke
 - 3. MGSA Support Services – Candice Bozzard
- I. Closed Session - Personnel Matter - MGSA Executive Officer Recruitment - Government Code Section 54956.9(a)
- J. Public Comment.
Anyone wishing to address the Board on matters not on the posted agenda may do so. Each speaker is limited to two minutes. As these items are not on the posted agenda, members of the Board may respond briefly but the Board's general policy is to refer such items to staff for attention, or have the matter placed on a future agenda for a more comprehensive action or report and formal public discussion.
- K. Adjournment

NEXT SCHEDULED MEETING: November 12, 2015

cc: Clerk to the Board of Supervisors for posting; San Rafael City Clerk for posting; City/Town Managers/County Administrator; Novato City Clerk (w/minutes); Dave Byers, General Counsel; Wayne Bush; Jeff Rawles; Bruce Anderson; Eric Dreikosen; Madeline Thomas.

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BOARD MEETING NOTES

Meeting of May 14, 2015

The meeting came to order in the San Rafael City Council Chambers at 10:04 a.m.

Present: Jill Barnes, Sean Condry, Michael Frank, Nancy Mackle, and Chair Dan Schwarz present. Absent: Dan Eilerman, Adam Politzer. Staff present: Executive Officer Paul Berlant, General Counsel David Byers, MarinMap Administrator Wayne Bush, and Taxicab Regulations Administrator Jeff Rawles.

- A. Minutes of March 12, 2015 Regular Meetings. Motion by Frank seconded by Mackle to approve the minutes of the March 12, 2015 meeting. Motion carried 5 – 0, 2 absent.
- B. Report from Executive Officer. Berlant announced the following: that MGSA had received and responded to a public records act request from attorney Robert Weems, related to the recent negotiations between the County/MGSA and the Marin Humane Society regarding the Animal Services agreement; that he had been interviewed by the *IJ* regarding taxicab industry; and that he had entered in to a MOU with LAFCO for the shared use of office space and equipment utilized by Candice Bozzard who works for both MGSA and LAFCO.
- C. MarinMap Program Update. Bush reviewed the written update. In particular, Mr. Bush noted that the independent fire districts had drafted a MOU through which they intend to join MarinMap. No action was taken.
- D. Taxicab Regulation Program Update. Rawles and Berlant presented the update. Rawles discussed the closure of the taxicab business known as “On the Move.” No action was taken.
- E. 2015-16 MGSA Budgets
 1. General Operating Budget
Berlant presented the 2015-16 General Operating Budget, noting corrections to Table 1 in the memorandum. Condry asked about the funding of Animal Services contract.

Motion by Condry seconded by Mackle to adopt Resolution 2015-04 adopting the 2015-16 General Operating Budget. Motion carried 5 – 0, 2 absent.
 2. Abandoned Vehicle Abatement Program
Berlant presented the 2015-16 AVAP Budget. There were no questions or comments by the Board.

Motion by Frank seconded by Mackle to adopt Resolution 2015-05 adopting the 2015-16 AVAP Budget. Motion carried 5 – 0, 2 absent.

3. MarinMap Budget

Berlant and Bush presented the 2015-16 MarinMap Budget. There were no questions or comments by the Board.

Motion by Barnes seconded by Condry to adopt Resolution 2015-06 adopting the 2015-16 MarinMap Budget. Motion carried 5 – 0, 2 absent.

- F. Streetlight Maintenance Services Agreement. Berlant presented a draft streetlight maintenance agreement with DC Electric Group, Inc. He stated that an RFP had been released in February of 2015, three proposals were received in March, and with the assistance of a committee of MGSA member Public Works staff, the proposals were reviewed and rated, interviews were conducted, and DC Electric Group, Inc. was selected for recommendation to the Board.

Adam Sanchez, representing Siemens, presented a letter thanking MGSA for the opportunity to serve MGSA members under the expiring three-year contract and asking that they be kept in mind for additional services in the future.

Motion by Condry seconded by Frank to adopt Resolution 2015-07 approving the Special Services Agreement with DC Electric Group, Inc. and authorizing the Executive Officer to execute that agreement. Motion carried 5 – 0, 2 absent.

- G. Closed Session: CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION - Government Code Section 54956.9(a): Marin General Services Authority and City of Novato v. Novato Taxi, et. al.

The Board returned to Open Session.

There were no announcements.

- H. Public Comment. There were no public comments.
- I. Adjournment. The meeting adjourned at 10:40 a.m.

NEXT SCHEDULED MEETING: July 9, 2015 10:00 a.m.

MARIN GENERAL SERVICES AUTHORITY

555 Northgate Drive, Suite 230, San Rafael, CA

PHONE: (415) 446-4428

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MEMORANDUM

DATE: September 10, 2015
TO: Board of Directors
FROM: Paul Berlant, Executive Officer
SUBJECT: AGENDA ITEM C: Abandoned Vehicle Abatement Program 2015-16
Budget Adjustment

Recommended Action

Adopt the attached resolution approving the adjustment to the 2015-16 Abandoned Vehicle Abatement Program budget.

Background

At the end of FY 2014-15, while making the fourth quarterly Abandoned Vehicle Abatement Program payments to the County/towns/cities, staff found that the state had remitted more than we had budgeted in the FY 2014-15 budget (+\$1940). Although this is good news, it did raise a problem in that we had not budgeted the added distribution to AVAP members (expense associated with the added revenues). Thus, the County Auditor's Office opined that we could not make the added payments to the members. The fix to this problem was to make the added payment from our of 2015-16 budget after July 1, 2015, and then amend the 2015-16 budget to reflect the added payment as well as anticipate that we have probably also under-budgeted revenues and expenditures for 2015-16.

Staff recommends adoption of the attached draft resolution which will modify the current year budget by adding \$20,000 to both revenue and Contract Services to allow for distribution of any unanticipated revenue. The table below reflects the modification.

Expenditures	G/L Number	Adopted 2015-16	Requested Budget Modification	Modified 2015-16 Budget
Contract Services	5210100	240,000	20,000	260,000
Contingency/Reserve	9000010	15,050		15,050
Total		<u>255,050</u>	<u>20,000</u>	<u>275,050</u>

Revenues

State – Abandoned Vehicle	4530511	235,000	20,000	255,000
Interest	4410125	50		50
Subtotal		235,050	20,000	255,050
Fund Balance		20,000		20,000
Total		255,050	20,000	275,050

**MARIN GENERAL SERVICES AUTHORITY
AMENDMENT TO 2015 – 2016
ABANDONED VEHICLE ABATEMENT PROGRAM BUDGET**

RESOLUTION 2015 –

WHEREAS, the Marin General Services Authority must adopt an annual spending plan for its Abandoned Vehicle Abatement Program; and

WHEREAS, on May 14, 2015, the MGSA Board of Directors adopted a 2015-16 Abandoned Vehicle Abatement Program Annual Budget; and

WHEREAS, on September 10, 2015 the MGSA Board of Directors considered an amendment to the 2015-16 Abandoned Vehicle Abatement Program budget wherein Revenue and Contract Services each are proposed to be increased by \$20,000.

NOW THEREFORE, BE IT RESOLVED, that the Marin General Services Authority hereby adopts an amendment to its Abandoned Vehicle Abatement Program Budget for Fiscal Year 2015 – 2016 as shown in the attached Exhibit A.

Adopted this 10th day of September 2015.

Ayes:

Noes:

Absent:

Chair

Attested By:

Executive Officer

Exhibit A
Abandoned Vehicle Abatement Program 2015-16 Budget Amendment

Expenditures	G/L Number	Adopted 2015-16	Requested Budget Modification	Modified 2015-16 Budget
Contract Services	5210100	240,000	20,000	260,000
Contingency/Reserve	9000010	15,050		15,050
Total		<u>255,050</u>	20,000	<u>275,050</u>
Revenues				
State – Abandoned Vehicle	4530511	235,000	20,000	255,000
Interest	4410125	50		50
Subtotal		<u>235,050</u>	20,000	<u>255,050</u>
Fund Balance		<u>20,000</u>		<u>20,000</u>
Total		<u>255,050</u>	20,000	<u>275,050</u>

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MEMORANDUM

DATE: September 10, 2015

TO: MGSA Board of Directors

FROM: Paul Berlant, Executive Office and Wayne Bush, MarinMap Program Director

SUBJECT: AGENDA ITEM D: MarinMap Program Update

Recommendation

Presented below are brief summaries of staff activities related to the MarinMap program. No Action is requested.

Outreach to Independent Fire Districts – In June, Mr. Bush provided final comments to the independent fire districts regarding their MOU to join MarinMap.

Storm Drain CIP Project - One of MarinMap's projects for 2015-16 is improving member storm drain data. Mr. Bush sent an invitation to all MarinMap members with storm drains under their jurisdiction inviting them to participate in improving their dataset, in return for a commitment to have someone work directly with MarinMap staff and consultants. The cities of Novato, Tiburon, and Fairfax agreed to participate. Although we expected more agencies to take up the offer to improve GIS data (at no cost to them), a slower start to this program will keep initial project costs down.

Streetlight Data - Staff is working with the new streetlight contractor, DC Electric which asked for a link on the MarinMap web page. The link has been added to the MarinMap site.

FAQ's - Fred Vogler, Matrix team director, asked members for FAQ's to post on the MarinMap web site, which have been provided.

MMWD Data sharing - MMWD, having established member agency access to their data only through MarinMap, is working on improvements to how their data can be accessed.

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MEMORANDUM

DATE: September 10, 2015
TO: Board of Directors
FROM: Paul Berlant, Executive Officer
SUBJECT: AGENDA ITEM E: Contract with County of Marin for MarinMap Services

Recommended Action

Authorize the Executive Officer to execute a contract with the County of Marin for business and technical services for MarinMap.

Background

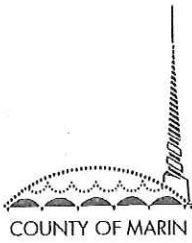
MGSA contracts with the County of Marin for technical services by Community Development Agency, Geographic Information Systems staff (Fred Vogler and his staff) and the County IT Department. County staff provides computer infrastructure, database management, data development, GIS applications, training, web site maintenance, and business and technical advice.

In May and June, Wayne Bush and I worked out an agreement with County staff using MGSA's standard professional services agreement amended to suit these services from the County. The contract calls for maximum annual charges of up to \$60,000 and is written to continue until terminated by either party, with six months' notice. MGSA and the County have been operating under these terms since 2003; however the contract which commenced the service has expired.

A copy of the agreement is attached, including the scope of work. The agreement has been presented to the Board of Supervisors which approved it on June 16, 2015.

Attachments

- June 16, 2015 County Board Memorandum and professional services agreement
- Draft Resolution



COMMUNITY DEVELOPMENT AGENCY
PLANNING DIVISION

June 16, 2015

Brian C. Crawford
DIRECTOR

Thomas Lai
ASSISTANT DIRECTOR

Board of Supervisors
County of Marin
3501 Civic Center Drive
San Rafael, California 94903



SUBJECT: Marin General Services Authority contract with County of Marin

Marin County Civic Center
3501 Civic Center Drive
Suite 308
San Rafael, CA 94903
415 473 6269 T
415 473 7880 F
415 473 2255 TTY
www.marincounty.org/plan

Dear Board Members:

RECOMMENDATION: Approve contract with Marin General Services Authority and authorize Board President to execute contract

SUMMARY: The Marin General Services Authority contracts with the County of Marin to provide business and technical services to its MarinMap project. For an amount not to exceed \$60,000 per year, County staff provide computer infrastructure, database management, data development, GIS applications, training, web site maintenance, business advice and technical advice. The contract is automatically renewed unless either party chooses to terminate under the provisions of the Termination clauses. The County has been providing these services since 2003.

FISCAL/STAFFING IMPACT: The County of Marin will receive up to \$60,000 per year annually as reimbursement for providing services to the MarinMap program.

REVIEWED BY:

- | | |
|--|------------------------------|
| <input type="checkbox"/> Auditor Controller | <input type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> County Counsel | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Human Resources | <input type="checkbox"/> N/A |

Respectfully Submitted,

Brian Crawford
Director

Fred Vogler
Manager
Geographic Information Systems

Attachments:

1. Marin General Services Authority contract
2. County of Marin self-insurance declaration

CA-26

**MARIN GENERAL SERVICES AUTHORITY
PROFESSIONAL SERVICES CONTRACT
MarinMap Technical Services**

THIS AGREEMENT is made and entered into this 16th day of JUNE, 2015, by and between the **MARIN GENERAL SERVICES AUTHORITY**, hereinafter referred to as "Authority" and County of Marin, hereinafter referred to as "County."

RECITALS:

WHEREAS, Authority desires to retain County to provide services as set forth in attached "Exhibit A- Scope of Services."

WHEREAS, County warrants that he/she is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Authority, the parties agree to the following:

1. SCOPE OF SERVICES:

County agrees to provide all of the services described in Exhibit "A," attached hereto and by this reference made a part hereof.

2. FEES:

The fees for furnishing services under this Contract shall be up to \$60,000 per fiscal year unless otherwise approved. Said fees shall remain in effect for the entire term of the contract. The term of this contract is one year commencing on July 1, 2015, and shall renew automatically unless terminated.

3. PAYMENT:

The fees for services under this Contract shall be due as set forth in Section 2 above, upon receipt by Authority of an invoice covering the service(s) rendered. The source of funding by the Authority for this work shall be: the Marin General Services Authority Fund, 70060.

4. WORKER'S COMPENSATION:

The County acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If County has employees, a copy of the certificates evidencing such insurance shall be provided to Authority prior to commencement of work.

5. INSURANCE:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by County in order to perform said services, County shall provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless Authority specifically consents to a "claims made" basis. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to Authority prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to Authority of any termination or reduction in coverage.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, Authority may suspend payment to the County for any services provided during any time that insurance was not in effect and until such time as the County provides adequate evidence that County has obtained the required coverage.

6. NONDISCRIMINATORY EMPLOYMENT:

County and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. County and/or any permitted subcontractor understands and agrees that County and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

7. SUBCONTRACTING:

The County shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the Authority except for any subcontract work identified herein.

8. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the County and may not be transferred or assigned without the express prior written consent of the Authority.

9. LICENSING AND PERMITS:

The County shall maintain the appropriate licenses throughout the life of this Contract. County shall also obtain any and all permits, which might be required by the work to be performed herein.

10. BOOKS OF RECORD AND AUDIT PROVISION:

County shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all

bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, County shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. County will permit Authority to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by County who participated in this Contract in any way. Any audit may be conducted on County's premises or, at Authority's option; County shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Authority. County shall refund any moneys erroneously charged. If Authority ascertains that it has been billed erroneously by County for an amount equaling 5% or more of the original bid, County shall be liable for the costs of the audit in addition to any other penalty to be imposed.

11. TIME OF AGREEMENT:

The term of this contract is one year commencing on July 1, 2015, and shall renew automatically unless terminated.

12. TITLE:

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the County, shall be the property of the Authority. The County may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, County shall promptly turn over all information, writing and documents to Authority without exception or reservation.

13. TERMINATION:

- A. If the County fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law, which applies to its performance herein, the Authority may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The County shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the County has no control.
- C. Either party hereto may terminate this Contract for any reason by giving six (6) months written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the County, the County shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the County, and the agents and employees thereof, shall act in an independent capacity, as an independent County, and not as officers, employees or agents of the Authority. County shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The County shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to Authority, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

County agrees to indemnify, defend, and hold Authority harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of County's willful misconduct or negligent performance of this Contract.

19. COMPLIANCE WITH APPLICABLE LAWS:

The County shall comply with any and all federal, state and local laws affecting the services covered by this Contract.

20. NOTICES:

This contract shall be managed and administered on Authority's behalf by the party set forth below. All invoices shall be submitted and approved by this party and all notices shall be given to Authority at the following location:

Executive Officer
Marin General Services Authority
555 Northgate Drive
San Rafael, CA 94903

Notices shall be given to County at the following address:

Frederick E. Vogler
Community Development Agency

3501 Civic Center Drive, Room 308
San Rafael, CA 94903

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

APPROVED AS TO FORM:
GENERAL COUNSEL
AUTHORITY:

By: _____

APPROVED BY:
MARIN GENERAL SERVICES

By: _____
Paul Berlant, Executive Officer

COUNTY:

By: *Katie Rice*
Name: Name *KATIE RICE, PRESIDENT*
Federal Tax I.D.:
Telephone No.:

EXHIBIT "A"- SCOPE OF SERVICES

Part One-Services

Business Operations Management

- Draft work programs for MarinMap Committees; monitor performance of committees in completing work program
- Monitor performance in completing Service Level Agreements.
- Write business requirements for GIS applications in consultation with MarinMap members, Analysts and Applications programmer
- Write Matrix GIS Team proposals for MarinMap projects (with staff consultation)
- Direct member queries to the appropriate Matrix Team staff or other resource for a response.

Technical Assistance

- Provide technical assistance to and answer questions for MarinMap members regarding standard GIS software and applications used by members (e.g. ESRI ArcView, Microsoft SQL-Server, and ESRI Spatial Data Engine). NOTE: MarinMap members should first take ESRI-authorized training in ESRI software prior to being eligible for ESRI product-specific technical assistance. Team may facilitate ESRI training in Marin if a sufficient number of members are interested. Also NOTE: technical support will be limited to Matrix GIS Team expertise. Matrix GIS Team will not be expected to learn new content in order to answer a question, but reserves the option to learn new content.
- Teach members how to connect to servers
- Answer questions regarding MarinMap data

Data Development

Plus out-sourcing as needed

- Capture (e.g. digitize) and update member spatial and attribute data.

Data Integration

- Review all spatial and attribute data for conformance with MarinMap standards
- Quality assure/quality control data before loading into database in accordance with MarinMap standards.

Training

To be determined

- Teach members how to use MarinMap Internet-based applications

Applications Programming

- Design and program user interface software for query and update of data in MarinMap database (MarinMap standard software only)

- Evaluate performance of applications; recommend improvements, if any
- Recommend ideas for applications

Web site

Plus out-sourcing as needed

- Design and configure user interface, pages and relations (links)
- Evaluate utility, performance and appropriateness of site through user testing and solicitation of feedback from member staff
- Recommend ideas in order to meet user requirements

Database Administration

- Design data models in consultation with Business Operations Manager and MarinMap Standards Committee
- Load new data into production database
- Monitor and performance-tune production database
- Assign permissions to database

Infrastructure Management

IST Server Group (various individuals)

- Deploy MarinMap application and data servers.
- Assign and enforce security
- Connect members to server and monitor connections

Part Two-Personnel

Business Operations Management

Fred Vogler 473-6286, fvogler@marincounty.org

Technical Assistance

Frank Godino 473-2998, fgodino@marincounty.org

Chris Edwards 473-2997 cedwards@marincounty.org

Fred Vogler 473-6286, fvogler@marincounty.org

Dennis Healey 473-4053 dhealey@marincounty.org

Mehmet Cuhadaroglu 473-3218 mcuhadaroglu@marincounty.org

Data Development

Dennis Healey 473-4053 dhealey@marincounty.org

Fred Vogler 473-6286, fvogler@marincounty.org

Mehmet Cuhadaroglu 473-3218 mcuhadaroglu@marincounty.org

Data Integration

Chris Edwards 473-2997 cedwards@marincounty.org

Fred Vogler 473-6286, fvogler@marincounty.org

Applications Programming

Frank Godino 473-2998, fgodino@marincounty.org

Mehmet Cuhadaroglu 473-3218 mcuhadaroglu@marincounty.org

Fred Vogler 473-6286, fvogler@marincounty.org

Web site

Frank Godino 473-2998, fgodino@marincounty.org

Brad Starks bstarks@marincounty.org

Database Administration

Chris Edwards 473-2997 cedwards@marincounty.org

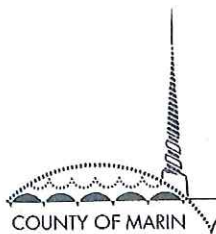
Frank Godino (when Chris is out of the office) 473-2998, fgodino@marincounty.org

Infrastructure Management

Chris Edwards 473-2997 cedwards@marincounty.org

Kelly McCubbin 473-2945 kmccubbin@marincounty.org

Fred Vogler 473-6286, fvogler@marincounty.org



Matthew H. Hymel
COUNTY ADMINISTRATOR

Marin County Civic Center
3501 Civic Center Drive
Suite 325
San Rafael, CA 94903
415 473 6358 T
415 473 4104 F
CRS Dial 711
www.marincounty.org/cao

May 28, 2015

Marin General Services Authority
555 Northgate Drive
San Rafael, CA 94903

RE: Pursuant to terms and conditions set forth in the Agreement between County of Marin and MGSA for services associated with MarinMap and Matrix-Pro operations

County of Marin Certificate of Self-Insurance

To Whom It May Concern:

The County of Marin is self-insured for casualty losses from the following exposures up to the amounts listed:

- Bodily Injury, Personal Injury, Third Party Property Damage \$1,000,000 per occurrence
- Public Officials Errors & Omissions \$1,000,000 per occurrence
- Auto Liability \$1,000,000 per occurrence
- Medical Malpractice Liability \$ 10,000 per event
- Workers' Compensation \$ 1,000,000 each accident

It should be expressly understood that the intent of the insurance evidenced herein follows the policies and regulations of the County of Marin that do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, employees or other persons under its direction and control. Any indemnification or hold harmless clause with broader provisions than required under such policies and regulations shall invalidate this certificate.

Should you have any questions regarding the County's self-insurance program, please contact me.

Very truly yours,

Karol Hosking

Karol Hosking, ARM
Risk Manager

415-473-6445

khosking@marincounty.org

**MARIN GENERAL SERVICES AUTHORITY
AGREEMENT WITH THE COUNTY OF MARIN
REGARDING TECHNICAL SERVICES FOR THE MARINMAP PROGRAM
RESOLUTION 2015 –**

WHEREAS, the County of Marin Community Development Agency staff provides technical services for the MarinMap Program; and

WHEREAS, the County and MGSA wish to memorialize the business terms of such services through execution of an agreement for such services; and

WHEREAS, on June 16, 2015 the Marin County Board of Supervisors approved an agreement for technical services by the Community Development Agency.

NOW, THEREFORE, BE IT RESOLVED that the MGSA Board of Directors hereby authorizes the Executive Officer to execute an agreement with the County of Marin for technical services for the MarinMap program, at a cost not to exceed \$60,000 per year.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Marin General Services Authority held on this 10th day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Chair

ATTEST:

Executive Officer

MARIN GENERAL SERVICES AUTHORITY

555 Northgate Drive, Suite 230, San Rafael, CA

PHONE: (415) 446-4428

www.maringeneralservicesauthority.com

MEMORANDUM

DATE: September 10, 2015
TO: MGSA Board of Directors
FROM: Paul Berlant, Executive Officer and Jeff Rawles, Taxicab Regulation Program Manager
SUBJECT: AGENDA ITEM F: Taxicab Regulation Program Update

Recommendation

Accept this update regarding the Marin Taxi Regulation Program. No action is requested.

Update and Discussion

In the May 14, 2015 taxi program update we reported the largest taxicab company in Marin County, On the Move Transportation (OTM), had closed its doors in April without giving advance notice to its drivers or customers. The closure of OTM continues to ripple through the industry with OTM drivers still finding jobs with other companies or starting their own taxicab businesses. Northbay Cooperative Taxi, a San Rafael based business, has been the primary beneficiary of OTM closure with many drivers, vehicles and customers being directed in its direction. However, many of the other taxi companies have also added drivers and vehicles. This disruption has caused opportunities for some and hardship for others.

The current inventory is as follows:

- Drivers 129 (172 in May, including 60 from OTM)
- Companies 26 (25 in May)
- Vehicles 88 (102 in May, including 21 from OTM)

In addition to the permitted inventory noted above, there are currently applications pending for four new taxi companies and several drivers. These are serious applications as they have already paid the required \$1,000 business permit fee. These new businesses are currently in the process of getting their vehicles ready and completing background checks. They should all be operating within the next few months, and will be adding additional vehicles to the taxi fleet in Marin County.

Recent communication with the Marin Transit Authority has indicated that with the closure of OTM there has been a shortage of transportation options for people with disabilities. Among the new business applications there is one that will specialize in transporting people with disabilities (Wheels on Time). We anticipate that this new company will provide some relief in this area. Staff met with Marin Transit Authority staff in August to help assess opportunities to assist with accessibility options. Marin Transit staff will be reporting to its board this fall regarding the potential to further support accessible transportation.

We believe that the taxi industry in Marin County considers the taxi permits issued by MGSA as valuable assets. However, staff continues to get periodic complaints from company owners and drivers regarding the competition from UBER and other Transportation Network Company (TNC) businesses. In short, the complaints are that the playing field is not level because TNCs are not required to pay for permits fees, do drug/alcohol testing, and provide other items that increase business operation costs. Just one example of advantages enjoyed by TNCs is that their vehicles are not required to have commercial license plates, taximeters, and special markings. Anecdotal stories from some drivers who work for both taxi businesses and TNCs include the statement that they can charge more for individual taxicab rides, but get more business when driving for a TNC. It is difficult to analyze this information as much of the TNC work by Marin County drivers takes place in San Francisco. It is staff's impression at the end of the summer months that most of the taxi businesses are currently busy and will be through the holidays.

MARIN GENERAL SERVICES AUTHORITY

555 Northgate Drive, Suite 230, San Rafael, CA

PHONE: (415) 446-4428

www.maringeneralservicesauthority.com

MEMORANDUM

DATE: September 10, 2015
TO: MGSA Board of Directors
FROM: Paul Berlant, Executive Officer
SUBJECT: AGENDA ITEM G: Streetlight Maintenance Program Update

Recommended Action

No action is requested.

Discussion

MGSA entered into a new contract for maintenance of streetlight with DC Electric Group (DCE) effective July 1, 2015. MGSA previously had a contract with Siemens Industries, Inc., which had purchased Republic ITS some four years ago. MGSA's last contract with Republic was negotiated and executed in 2012.

DCE commenced the new 2015-16 contract period by conducting night checks throughout the MGSA streetlight system to identify any outages, check and update the data in the inventory, and develop a condition baseline. DCE reported to individual MGSA member agencies as to outages and other issues they found, making repairs as needed.

After completing the night checks of all members, the results of their findings can be summarized as follows (also see table attached):

- Some 160 lights were inoperative throughout the County;
- Generally, LED and Induction lights were operating properly – most are less than five years old and under warranty, so this was to be expected.

With the exception of the City of San Rafael, DCE staff believes that the findings are what one might expect given the number of lights in our inventory. For San Rafael, a total of 93 outages out of 4417 was more than one would expect, given Siemens' responsibility to leave the system fully functional on June 30th. DCE reported these findings to San Rafael Public Works staff and made the needed repairs.

Our new contract requires verification of night checks through real time mapping of the checks. Attached is a sample map made with a GPS tracking software program called "MyTracks" which produces a map showing where the inspector drove during the night check. This map produces documentation of the time/day and the night check route. A

similar map was created for each member and forwarded to them along with the identified outages.

In August, DCE staff sent an email to all MGSA members, which is summarized in the third attachment to this memorandum. You can use the following link to DCE's web page to view the on-line reporting form and maps which are also now available on MarinMap: <http://dcelectricgroup.com/street-light-repair.html>.

Attachments

- Table re Night Check Findings
- Example Night Check Map
- Summary of August DCE Email to MGSA Members

Streetlight Outages Identified During July 2015

Agency	Quantity of Lights				Total	Outages
	HPS	LED	Induction	Other		
Bel Marin Keys CSD		144			144	2
Belvedere	156				156	2
Corte Madera	753				753	7
Fairfax	551	48			599	16
Larkspur	629	2	142	4	777	10
Marin County	216	1505		3	1724	6
Marin Civic Center	74	151		3	228	1
Marin Center		91			91	0
Marinwood CSD	44	246			290	1
Novato		3930			3930	0
Mill Valley	213	590			803	2
San Rafael	3283	752		48	4083	85
San Rafael Parking Lot Services	4	5		217	226	2
San Rafael Community Services	53			55	108	6
San Anselmo	25	482	163	1	671	2
Tiburon	278				278	7
Sausalito	24	488		138	650	11
Total	6568	8354	305	473	15700	160



Kentfield

Greenbrae

Larkspur

Corte Madera

Richardson Island

Wood Island

© 2015 Google

Imagery Date: 4/20/2013 37°56'12.40" N 122°31'53.50" W elev 23 ft

1987

GOO

Summary of August 14 email to MGSA members from Tim Carter, DC Electric Group, Inc.:

- DC Electric Group, Inc.'s online portal for reporting streetlight outages can be found on our website at the following address: <http://dcelectricgroup.com/street-light-repair.html>.
- In addition to the submission form, you'll also find the interactive streetlight inventory maps (Batchgeo™) for each Member Agency. The links to these maps will also be included on the "Applications" page for MarinMap at Marinmap.org. Once you're in the map, you may:
 - Set filters (bottom left) to re-sort by Type of Light, Wattage, etc.
 - Search the inventory in the "Search" box (upper right), such as the Streetlight Number, Street, etc.
 - Click on any of the specific push-pins to obtain complete data for any given streetlight.
 - Zoom in and out.
 - Drag the "yellow guy" (top left corner) to any street/streetlight location with a blue line and it'll open up Google Streetview™ for the street level view.

DC Electric's contact info is as follows:

- 24-hr Emergency Repair Phone #: (707) 992-0141 or Toll Free (866) 523-8386
- Online Street Light Repair Request Submission Form: <http://dcelectricgroup.com/street-light-repair.html>
- E-mail Street Light Repair Requests: dispatch@dcelectricgroup.com

MARIN GENERAL SERVICES AUTHORITY

555 Northgate Drive, Suite 230, San Rafael, CA

PHONE: (415) 446-4428

www.maringeneralservicesauthority.com

MEMORANDUM

DATE: September 10, 2015

TO: MGSA Board of Directors

FROM: Paul Berlant, Executive Officer

SUBJECT: AGENDA ITEM H: Professional Services Contracts: Taxicab Regulation Program/AVAP Administrator – Jeff Rawles; MCEP Sustainability Coordinator – Christine O'Rourke; and MGSA Support Services – Candice Bozzard

Recommended Action

There are three professional services contracts discussed below which need to be extended in order to continue the services of the respective individuals. I am requesting authorization to execute the standard professional services contracts as described below.

Discussion

Each person providing services to MGSA is under an individual professional services contract. The terms of three current contracts expire on December 31, 2015. Listed below are the contracts for which an extension is recommended:

- Agreement with Regional Government Services (RGS) for the Taxicab Regulation and Abandoned Vehicle Abatement Program Manager, Jeff Rawles. The agreement expires on December 31, 2015. An extension for one year is proposed with the same terms and scope of work, however including my recommendation for an increase in compensation of \$2000 per year (2.5%) for an annual cost of \$83,399. Mr. Rawles has not had an increase in compensation for two years. This increase is included in the adopted 2015-16 budget under the Taxicab Regulation Program. Mr. Rawles receives approximately 88% of this amount, the remaining balance kept by RGS for their direct and indirect costs. The contract with RGS covers taxicab regulation and AVAP.
- Agreement with Candice Bozzard for support of MGSA office operations. Ms. Bozzard's services are shared with Marin LAFCO. The agreement expires on December 31, 2015 and is proposed to be extended for one year (through December 2016) with an increase of \$1/hour to \$37/hour (a 3% increase, consistent with other County employee groups) and the same scope of work. The one year cost is \$20,000.

- Agreement with Christine O'Rourke who serves as MCEP Sustainability Coordinator. The agreement expires on December 31, 2015. An extension for one year is proposed at the same terms and with an updated scope of work for 2016 with an increase from \$85 to \$90 per hour. The maximum 12 month cost is \$80,000, which is covered in the adopted MCEP budget. The MCEP Steering Committee has seen and approved the extension and increase in compensation.

Note that the agreement for professional services by Wayne Bush for MarinMap does not contain a specific end date, but rather may be cancelled with 90 days' notice. That agreement will continue at the same rate and scope unless it is brought back to the Board.

Attachments

Attached are the draft agreements and resolutions authorizing the Executive Officer to execute the three professional services agreements.

**MARIN GENERAL SERVICES AUTHORITY
AMENDMENT NO. 8 TO PROFESSIONAL SERVICES AGREEMENT
WITH REGIONAL GOVERNMENT FOR SERVICES OF THE AVAP AND TAXICAB
REGULATION PROGRAM MANAGER
RESOLUTION 2015-**

WHEREAS, The MGSA, and RGS entered into a Professional Services Agreement on December 1, 2007; and

WHEREAS, said agreement provides for professional services for the MGSA Abandoned Vehicle Abatement Program and Taxicab Regulation Program Manager; and

WHEREAS, the MGSA and RGS wish to amend said agreement.

NOW THEREFORE, BE IT RESOLVED, that the MGSA Board of Directors authorizes the MGSA Executive Officer to execute an Amendment No.8 increasing compensation to \$6949.89 per month and extending the term of the agreement to December 31, 2016.

Adopted this 10th day of September 2015.

Ayes:

Noes:

Absent:

Chair

Attested By:

Executive Officer

**AMENDMENT NO. 8 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

This document constitutes the Amendment No. 8 entered into as of the 10th day of September, 2015, to the Professional Services Agreement entered into as of the 1st day of December, 2007, and as amended through amendments No. 2 through No. 7, by and between Marin General Services Authority hereinafter called "MGSA" and Regional Government Services Authority, hereinafter called "RGS" for services for the Abandoned Vehicle Abatement Program and Taxicab Regulation Program Manager.

RECITALS

This Amendment is entered into with reference to the following facts and circumstances:

- A. MGSA desires to amend the provisions of the Professional Services Agreement to extend the service provision for the Abandoned Vehicle Abatement Program and the Taxicab Regulation Program Manager from January 1, 2016 through December 31, 2016.
- B. MGSA desires to amend the provisions of the Professional Services Agreement to increase the monthly rate for the Taxicab Regulation and Abandoned Vehicle Abatement Program Manager to \$6,949.89/month effective January 1, 2016.
- C. RGS is desirous of these changes as well.
- D. All other terms and conditions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

DATED: _____

DATED: _____

MARIN GENERAL SERVICES AUTHORITY

REGIONAL GOVERNMENT SERVICES
AUTHORITY

MGSA Executive Officer

RGS Executive Director

**MARIN GENERAL SERVICES AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH CANDICE BOZZARD FOR OFFICE SUPPORT SERVICES
RESOLUTION 2015 -**

WHEREAS, the Marin General Services Authority has utilized the services of Candice Bozzard for professional service for office support; and

WHEREAS, the Marin General Services Authority and Candice Bozzard wish to enter in to an agreement to extend professional service for office support at the MGSA office through 2016.

NOW THEREFORE, BE IT RESOLVED, that the Marin General Services Authority Board of Directors authorizes the Executive Officer to execute a professional services agreement with Candice Bozzard for such services from January 1, 2016 through December 31, 2016 with a maximum expenditure of \$20,000.

Adopted this 10th day of September 2015.

Ayes:
Noes:
Absent:

Chair

Attested By:

Executive Officer

**MARIN GENERAL SERVICES AUTHORITY
PROFESSIONAL SERVICES CONTRACT
Support of MGSA Operations**

THIS AGREEMENT is made and entered into this ___ day of September, 2015 by and between the **MARIN GENERAL SERVICES AUTHORITY**, hereinafter referred to as "Authority" and **Candice Bozzard**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, Authority desires to retain a person to continue the work Support for MGSA Operations.

WHEREAS, Contractor warrants that she is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Authority, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in Exhibit "A," attached hereto and by this reference made a part hereof.

2. FEES:

The fees for furnishing services under this Contract shall be based on the rate schedule, which is attached hereto as Exhibit "A" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract.

3. MAXIMUM COST TO AUTHORITY:

In no event will the cost to Authority for the services to be provided herein exceed the maximum sum of \$20,000, including direct non-salary expenses.

4. PAYMENT:

The fees for services under this Contract shall be due as set forth in Exhibit "A" upon receipt by Authority of an invoice covering the service(s) rendered. The source of funding by the Authority for this work shall be: the Marin General Services Authority Fund, 70050.

5. WORKER'S COMPENSATION:

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to Authority prior to commencement of work.

___ By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.

6. INSURANCE:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall provide comprehensive automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless Authority specifically consents to a "claims made" basis. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to Authority prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to Authority of any termination or reduction in coverage.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, Authority may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the Authority except for any subcontract work identified herein.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the Authority.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits, which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit Authority to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at Authority's

option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Authority. Contractor shall refund any moneys erroneously charged. If Authority ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

12. TIME OF AGREEMENT:

This Agreement shall commence on January 1, 2016, and shall continue through December 31, 2016. Time is of the essence with respect to this Contract.

13. TITLE:

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the Authority. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to Authority without exception or reservation.

14. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law, which applies to its performance herein, the Authority may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity, as an independent contractor, and not as officers, employees or agents of the Authority. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to Authority, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold Authority harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.

21. NOTICES:

This contract shall be managed and administered on Authority's behalf by the party set forth below. All invoices shall be submitted and approved by this party and all notices shall be given to Authority at the following location:

Executive Officer
Marin General Services Authority
555 Northgate Drive
San Rafael, CA 94903

Notices shall be given to Contractor at the following address:

Candice Bozzard
209 Santa Margarita
San Rafael, CA 94901

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

APPROVED AS TO FORM:
GENERAL COUNSEL

By: _____

APPROVED BY:
MARIN GENERAL SERVICES AUTHORITY:

By: _____
Paul Berlant, Executive Officer

CONTRACTOR:

By: _____
Name: Candice Bozzard
Telephone No. 415-457-6680

Attachment A: Scope of Work/Budget

- Support MGSA Operations
- \$37.00 per hour, not to exceed \$20,000

**MARIN GENERAL SERVICES AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
With Christine O'Rourke for MCEP Sustainability Coordinator**

RESOLUTION 2015 -

WHEREAS, the Marin Climate and Energy Partnership (MCEP) has utilized the services of Christine O'Rourke as Sustainability Coordinator; and

WHEREAS, the MCEP Steering Committee has recommended that the MGSA execute a one year contract for the continued services of Christine O'Rourke for such services through 2016; and

WHEREAS, the MGSA and Christine O'Rourke wish to enter in to an agreement to extend MCEP Sustainability Coordinator services.

NOW THEREFORE, BE IT RESOLVED, that the MGSA Board of Directors authorizes the Executive Officer to execute a professional services agreement with Christine O'Rourke for such services from January 1, 2016 through December 31, 2016 with a maximum expenditure of \$80,000.

Adopted this 10th day of September 2015.

Ayes:
Noes:
Absent:

Chair

Attested By:

Executive Officer

**MARIN GENERAL SERVICES AUTHORITY
PROFESSIONAL SERVICES CONTRACT**

Sustainability Coordinator - Marin Climate and Energy Partnership

THIS AGREEMENT is made and entered into this __ day of September, 2015, by and between the **MARIN GENERAL SERVICES AUTHORITY**, hereinafter referred to as "Authority" and **Christine O'Rourke**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, Authority desires to retain a person to serve as Sustainability Coordinator for the Marin Climate and Energy partnership;

WHEREAS, Contractor warrants that she is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Authority, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in Exhibit "A," attached hereto and by this reference made a part hereof.

2. FEES:

The fees for furnishing services under this Contract shall be based on the rate schedule, which is attached hereto as Exhibit "A" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract. The term of this contract is January 1, 2016 through December 31, 2016.

3. MAXIMUM COST TO AUTHORITY:

In no event will the cost to Authority for the services to be provided herein exceed the maximum sum of \$80,000, including direct non-salary expenses.

4. PAYMENT:

The fees for services under this Contract shall be due as set forth in Exhibit "A" upon receipt by Authority of an invoice covering the service(s) rendered. The source of funding by the Authority for this work shall be: the Marin General Services Authority Fund, 70050.

5. WORKER'S COMPENSATION:

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to Authority prior to commencement of work.

___By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.

6. INSURANCE:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless Authority specifically consents to a "claims made" basis. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to Authority prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to Authority of any termination or reduction in coverage.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, Authority may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the Authority except for any subcontract work identified herein.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the Authority.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits, which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit Authority to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this

Contract in any way. Any audit may be conducted on Contractor's premises or, at Authority's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Authority. Contractor shall refund any moneys erroneously charged. If Authority ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

12. TIME OF AGREEMENT:

This Agreement shall commence on January 1, 2016, and shall continue on a month-to-month basis through December 31, 2016. Time is of the essence with respect to this Contract.

13. TITLE:

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the Authority. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to Authority without exception or reservation.

14. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law, which applies to its performance herein, the Authority may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity, as an independent contractor, and not as officers, employees or agents of the Authority. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to Authority, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold Authority harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.

21. NOTICES:

This contract shall be managed and administered on Authority's behalf by the party set forth below. All invoices shall be submitted and approved by this party and all notices shall be given to Authority at the following location:

Executive Officer
Marin General Services Authority
555 Northgate Drive
San Rafael, CA 94903

Notices shall be given to Contractor at the following address:

Christine O'Rourke
20 Nunes Drive
Novato, CA 94945

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

APPROVED AS TO FORM:
GENERAL COUNSEL

By: _____

APPROVED BY:
MARIN GENERAL SERVICES AUTHORITY:

By: _____
Paul Berlant, Executive Officer

CONTRACTOR:

By: _____
Christine O'Rourke
Federal Tax I.D.#
Telephone No. 415-613-2907

Exhibit A: Scope of Work/Budget

1. Provide staff assistance to the MCEP Steering Committee and Executive Committee.
2. Assist cities in outreach and climate action plan implementation efforts, including update of the MCEP website and Marin Sustainability Tracker.
3. Develop a Climate Action Plan for the Town of Corte Madera and present it to the City Council.
4. Develop community-wide greenhouse gas emissions inventory Excel-based tools for Marin cities and towns and initiate development of local government operations inventories for the year 2015.
5. Assist in the development of a work program and funding for a countywide sea level rise vulnerability assessment.

Contractor shall be compensated at an hourly rate of \$90.00 per hour, billed on a monthly basis, up to the maximum amount of \$80,000.00.

MARIN GENERAL SERVICES AUTHORITY
555 Northgate Drive, Suite 230, San Rafael, CA 94903
Phone: (415) 446-4428
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MEMORANDUM

DATE: September 10, 2015
TO: Board of Directors
FROM: Paul Berlant, Executive Officer
SUBJECT: AGENDA ITEM I: CLOSED SESSION, SOLICITATION OF
APPLICATIONS FOR POSITION OF EXECUTIVE OFFICER

Recommended Action

Establish a process for solicitation of applications for and selection of the MGSA Executive Officer.

Background

Section 9.3 of the MGSA JPA agreement calls for the Authority (MGSA) to “solicit competitive applications, including compensation for the services of executive officer every four years. The first application process will be within two years after ratification of the JPA.” The last time such a solicitation was conducted was during the fall of 2011. Thus, the agreement requires that the Board do so again at this time.

In the past, three members of the board have volunteered to participate in the recruitment process, review applications, conduct interviews and recommend a selection of the Executive Officer from the applicant pool. As I will not be an applicant, I will happy to assist the committee in the recruitment and processing of the applications.

The next several months should be a good time for a new Executive Officer to take on the role. I do not anticipate unusual workload issues for the remainder of this fiscal year. Over the last 18 months, MGSA has undertaken one new and one unusual task: we solicited proposals and entered into a contract with a new streetlight maintenance provider, which, as described in a separate agenda matter is performing well; we assisted the County with the negotiations with Marin Humane Society for County-wide Animal Services, provide the billing to the towns/cities for their share of the contract costs, and continue to assist as may be needed in the administration of the contract with MHS. The MHS contract is for three years, so duties will remain routine for the near term. The streetlight maintenance contract will be subject to

possible extensions, which should occur in May 2016 if continued good service is maintained.

The following schedule for the recruitment would take Board to a decision point at its November meeting, with commencement of employment in December or soon thereafter. I would suggest the following benchmarks:

- September 3rd – Position announcement
- September 10th (this meeting) - Give direction, select Board recruitment/interview committee
- September 25th - Application Deadline
- October 15th - Develop a short list of applicants by Board interview committee
- October 29th - Applicant interviews by Board committee
- Early November - Recommendation to Board by Board committee
- Board meeting November 12th - Board Interview/Approve Contract

At this time I am requesting the Board provide feedback on the process outlined above and select a committee to work on the recruitment.

MARIN GENERAL SERVICES AUTHORITY
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The Marin General Services Authority, a JPA comprised of Marin Cities/Towns, the County, and two community services districts, is recruiting an Executive Officer.

The Organization

MGSA operates several inter-jurisdictional programs, including:

- Ownership/maintenance contract oversight of countywide streetlights
- Operation of "Service Authority" for the county Abandoned Vehicle Abatement Program
- Operation of the Marin County Taxicab Regulation Program
- Budgetary reviewing agency for the countywide storm water runoff program
- Fiscal agent for the countywide Mediation Program
- Oversight of MarinMap, the countywide GIS system
- Fiscal agent for Marin Climate and Energy Partnership
- Assistance to the County with regard to the countywide Animal Services program contract with Marin Humane Society

The Position

MGSA provides all services through contracts (including the Executive Officer position) and has no employees. One of the prime responsibilities of the Executive Officer is to negotiate, monitor, and evaluate contracted providers of each program.

The workload can be up to 20-hours per week with a varied schedule (hours vary based on workload). Compensation has been a flat monthly fee, keyed to comparable salaries in Marin County. Benefits may be arranged, but paid for by the appointee. The incumbent works from a home office, with support from a part-time assistant in the MGSA office. The position is as a contractor, subject to the terms and conditions of a professional services contract.

Under the direction of the Board of Directors, the Executive Officer performs the full duties of an executive officer, including:

- Manage the day-to-day activities of MGSA.
- Prepare for and staff the Board of Directors meetings (six regular meetings per year).
- Monitor, oversee, and evaluate all service contracts, re-negotiating them as they expire.
- Coordinate with other Agencies and General Counsel on issues related to MGSA.
- Prepare and administer MGSA's annual budget; coordinate the annual audit report.
- Stay current with legal and programmatic changes affecting MGSA programs.
- Represent the MGSA Board in dealings with media, member agencies, other governmental agencies and residents.

To Apply

Email letter of interest and resume to Candice Bozzard, Marin General Services Authority at mgsastaff@marinjpas.org by September 25, 2015. Also see www.maringeneralservicesauthority.com.

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Job Description: MGSA Executive Officer

The Organization

The Marin General Services Authority, a JPA comprised of Marin Cities/Towns and the County and two CSAs.

MGSA operates several inter-jurisdictional programs, including:

- Ownership/maintenance contract oversight of countywide streetlights
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The Executive Officer Position

The Executive Officer is a contract position subject to the terms and conditions of a professional services contract. MGSA provides all services through contracts and has no direct employees. One of the prime responsibilities of the Executive Officer is to negotiate, monitor, and evaluate contracted service providers of each program.

The workload can be up to 20 hours per week with a varied schedule (based on workload and meeting schedule). The incumbent works from a home office, with support from a part-time assistant in the JPA office.

Under the direction of the Board of Directors, the Executive Officer performs the full duties of an executive officer, including:

- Manage the day-to-day activities of MGSA.
- Prepare for and staff the Board of Directors meetings (six regular meetings per year).
- Monitor, oversee, and evaluate all service contracts, re-negotiating them as they expire.
- Coordinate with other Agencies and General Counsel on issues related to MGSA.
- Prepare and administer MGSA's annual budget; coordinate the annual audit report.
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- Represent the MGSA Board in dealings with media, member agencies, other governmental agencies and residents.

Marin General Services Authority

Description of Programs

August 2015

1. Streetlight Management MGSA owns the streetlights along member jurisdictions streets and roads (County, all cities/towns, Bel Marin Keys CSD, and Marinwood CSD) and has a master maintenance agreement with DC Electric Group, Inc. Each member selects the level of service (there are four choices) it desires and pays DCE directly for the maintenance service it receives. In 2015 MGSA issued a RFP for proposals from firms interested in conducting the maintenance for MGSA. DCE was selected from a group of three proposers. Since the agreement is new, greater supervision of DCE is needed for the short term. The initial term of the agreement is for one year, with two, possible two-year extensions. An evaluation of DCE's performance will be needed in the spring of 2016 to determine whether an extension should be granted.
2. Taxicab Regulation All the cities and the County have adopted the same ordinance (with one minor variation) regulating taxicab companies and drivers. The program is designed to screen all drivers for drug/alcohol use and past criminal records and ensure vehicle safety. The program reached full cost recovery for direct costs during 2011-12. Staff has looked at costs and fees annually during budget preparation to determine if fees need adjustment. Initially (2008), our emphasis was on getting the companies, drivers and vehicles permitted. Now, emphasis is focused on enforcement, processing new and renewal applications, and keeping the companies' rosters up to date. On occasion, the MGSA Board has been required to act as a hearing body for appeals filed by taxi drivers whose permit applications were denied by staff. Jeff Rawles, a contract employee, administers this program.
3. Abandoned Vehicle Abatement Program MGSA is the Service Authority for the county-wide Abandoned Vehicle Abatement Program. Under state law, counties which opt in to this program add one dollar to the cost of annual vehicle registration for residents within the county. These funds are collected by the California DMV and distributed back to counties from which they are collected. MGSA receives these funds for Marin County, and after holding back administrative expenses, passes the funds through to the County and towns/cities. The program "self-balances," in that only the funds sent from the state are passed on. As the amount of pass through funds varies, the amount distributed to the County and towns/cities varies accordingly. The AVA program is authorized in ten-year increments. In 2011, all Marin County cities/towns and the County adopted resolutions re-authorizing the program through 2022. Jeff Rawles also administers this program.
4. MarinMap MGSA began oversight of MarinMap in 2007. MarinMap is a GIS based mapping system for use by municipal engineering, utility, and planning staffs. MarinMap is a semi-autonomous entity (JEPA). MarinMap has a Steering Committee, which has oversight of the day-to day operations. Each member pays annual dues (based on population) which covers all operating costs. The program recently added a consortium of independent fire districts. The technical work is provided by County staff

on contract to MarinMap as well as independent contractors. Day-to-day management is conducted by Wayne Bush, a contract employee.

5. Marin Climate & Energy Partnership Begun in 2007, the MCEP program is a “partnership” of representatives from all Marin towns/cities, Marin County, the Marin Municipal Water District, Marin Clean Energy, and the Transportation Authority of Marin. The purpose of the program is to assist municipalities to assess, prioritize and implement greenhouse gas (GHG) reduction activities. Since 2007 grants and contracts for work on behalf of the MCEP members totaling \$332,800 have been obtained in addition to the \$212,000 in contributions made by members to cover program activities. Christine O’Rourke serves as the “Climate Action Coordinator,” assisting the MCEP to complete its work, pursuant to a professional services agreement. The members continue to pay \$2000 in annual, voluntary dues.

6. MCSTOPPP MCSTOPPP is the county-wide storm water runoff control program (NPDES). Its annual budget is prepared by MCSTOPPP staff (County Public Works) and is presented to MGSA Board for review and recommendation to the Marin County Board of Supervisors. After MGSA reviews and the County Board of Supervisors considers/approves the budget, the cities and other agencies are billed for their share of the costs. The billings and collections are handled by the County. The review of the annual program and budget are MGSA’s sole responsibilities. This process was established to assure meaningful local agency input in the countywide program. The MGSA board has been receiving regular updates from MCSTOPPP staff regarding the state’s Phase II NPDES permit.

7. County Mediation Program This program has been under the direction of the District Attorney’s Office since 2010 (previously it was under the Probation Department). City/town assessments for program costs are set by the County, after which the MGSA bills and collects the assessments for the County. MGSA’s role is solely the ministerial responsibility of invoicing and collection.

8. County-wide Animal Services Program (Marin Humane Society) The Marin Humane Society operates a county-wide Animal Services program (animal control, shelter, etc.) through a contract with the County. Each of the towns/cities has a separate contract with the County to pay its share of the costs. MGSA assists the County in its role of coordinating the program. Animal Services is a new program for MGSA (2015) and has thus far included assisting with the negotiations of the latest three-year contract (2015-18), coordination with the County and towns/cities, and helping MHS facilitate community relations. The County provides \$20,000 per year to MGSA for its assistance.

9. MGSA Governance and Management The MGSA is a Joint Powers Authority with a governing board which includes the County CAO, city managers of San Rafael and Novato, city managers from two other Marin County towns/cities, and two County/town/city Public Works Directors. The Executive Officer is selected by the Board, and as required by the JPA agreement, the Board solicits applications for the post every four years. Paul Berlant has served as Executive Officer since November 2007, having sought a second term in 2011. The Board meets six times per year at which time

it conducts all of its business. The practice of the Board has been to allow the Executive Officer much latitude to conduct the business of the JPA.

MGSA currently has an office in San Rafael in private, rented office space which it shares with MTA (the county-wide cable television JPA) and LAFCO. MGSA and LAFCO share the services of an Office Assistant (.75 FTE LAFCO/.25 FTE MGSA).

The individuals listed above who manage the day-to-day work of the various programs are all highly competent professionals who work independently. Each is on a professional services contract with MGSA.

The MGSA Board adopts three annual budgets: the general fund, which covers oversight of the streetlight maintenance agreement, the taxicab regulation program, oversight of the MCEP program, legal counsel, and overall administration - \$440,769; the MarinMap budget - \$282,511; and the Abandoned Vehicle Abatement Program - \$255,050.