
BOARD MEETING AGENDA

DATE: July 9, 2020
TIME: 10:00 a.m.
PLACE: This meeting will be held remotely and the public is invited to attend online or via phone. Join via computer on Zoom at:

<https://us02web.zoom.us/j/85929802071>

If your computer does not have a microphone or speakers, you may need to call in. Dial (669) 900-6833 or (346) 248-7799 and enter ID: 85929802071

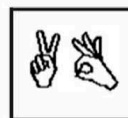
Coronavirus (COVID-19) Advisory Notice

In compliance with local and state shelter-in-place orders, and as allowed by Executive Order N-29-20 (March 17, 2020), the MGSA will not offer an in-person meeting location for the public to attend this meeting. Members of the Board and staff may participate in this meeting via teleconference. Members of the public are encouraged to participate remotely as identified above.

How to Provide Comment

Before the meeting: Email or text your comments to Executive Officer Michael Frank at michael@michaelsfrank.com no later than 4:00 P.M. on the Wednesday prior to the meeting, and they will be forwarded to the MGSA Board and included in the public record. Please be sure to indicate the agenda item you are addressing.

During the meeting: Email or text your comments during the meeting to Executive Officer Michael Frank at michael@michaelsfrank.com indicating the agenda item in your email subject line. Comments must be received before the President announces that the time for public comment on that agenda item is closed. Email comments submitted during the meeting will be read into the record (not to exceed three minutes).



July 9, 2020 MGSA Board Agenda

A. Report from Executive Officer (Frank)

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, the Executive Officer and members of the Board may only respond briefly but topics may be agendaized and taken up at a future meeting. Public input will be taken as part of each agendaized item.

B. [Approve Minutes of June 11, 2020 Regular Meeting](#) (All)

C. [Revisions to Taxi Program Regulations and Fee Schedule](#) (Brown)

D. [Community Media Center of Marin \(CMCM\) Presentation on FY 2020/21 Budget and Capital Plan](#) (Frank and Eisenmenger)

E. [MGSA Program Contractors' Contract Changes](#) (Frank)

F. Adjournment

NEXT SCHEDULED MEETING: September 10, 2020

NOTE: A complete copy of the agenda packet is available on MGSA's website at <http://maringeneralservicesauthority.com>

DISTRIBUTION: Clerk to the Board of Supervisors and San Rafael City Clerk for posting; City/Town Managers/County Administrator; Novato City Clerk (w/minutes); Denise Merleno at TAM; General Counsel Dave Byers; Contractors Wayne Bush, Bob Brown, Maureen Chapman, and Christine O'Rourke; Michael Eisenmenger, CMCM; Bruce Anderson; Eric Dreikosen; and Madeline Thomas.



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BOARD MINUTES FOR MEETING OF JUNE 11, 2020

As a result of the COVID-19 pandemic, the Board Meeting came to order on-line in compliance with shelter-in-place orders, as allowed by Executive Order N-29-20 (March 17, 2020). The meeting started at 10:02 a.m.

MGSA Board Members Participating: President Craig Middleton, Vice President Greg Chanis, and Members Adam McGill, Andy Poster, and Sean Condry were present. Member Cristine Alilovich and Angela Nicholson were absent.

Program Contractors Attending: Executive Officer Michael Frank, General Counsel Dave Byers, and Program Contractor Bob Brown.

A. Report from Executive Officer

The Executive Officer reported on activities since the last meeting. In particular, he mentioned:

- MTA to MGSA Transition – Last MTA Board meeting held June 10, 2020.
- Telecommunications
 - There is presently one pre-reservations of a streetlight in San Rafael by Crown Castle.
- Website – Working on design and writing of content.

B. Public Comment

No public comment.

C. Board Meeting Minutes of March 12, 2020 Board Meeting

Motion by Chanis, seconded by Poster to approve the minutes. Motion was approved 5 – 0 with Alilovich and Nicholson absent.

D. Approval of and Authorization for the Executive Officer to Execute a Streetlight Master License Agreement for Use of MGSA-Controlled Space on Streetlight Poles with AT&T (California) LLC for a 5 Year Initial and Potential Extension Terms (Brown, Byers, and Frank)

MGSA Board Meeting Minutes for June 11, 2020

Frank introduced the item. The Board, by motion put forward by Poster, seconded by Condry, approved Resolution 2020 - 17 executing a Master License Agreement with AT&T (California) LLC by a vote of 5 – 0 with Alilovich and Nicholson absent.

E. **Taxi Regulation Program Review and Potential Changes** (Brown)

Contractor Bob Brown introduced the informational item and provided an overview of the review of the program outlined in the Board memorandum along with potential program changes. No action was taken.

Public Comment was provided in writing by Kevin Carroll, attached to these minutes. In addition, public comment was provided by Lori from North Bay Taxi.

F. **MGSA Executive Officer Recruitment and Article 9.3 of MGSA JPA Agreement** (Middleton)

President Middleton reported out that there were no contacts for the Executive Officer recruitment except for the current Executive Officer Frank. The Board, by motion put forward by McGill seconded by Chanis continued the appointment of Frank by a vote of 5 – 0 with Alilovich and Nicholson absent.

Motion by Chanis, seconded by Poster to approve the minutes. Motion was approved 5 – 0 with Alilovich and Nicholson absent.

G. **FY Budget Adjustment to the MGSA General Fund FY 2019/20 Adopted Budget** (Frank)

Executive Officer Frank introduced this item and outlined why \$15,000 needed to be taken from reserves to increase the FY 19/20 Budget. A motion approving Resolution 2020 - 18 titled, "Budget Amendment to FY 2019/20 MGSA Adopted Budget" was put forward by Chanis and seconded by Condry. The resolution was approved 5 to 0 with Alilovich and Nicholson absent.

CLOSED SESSION

H. **Closed Session – Real Property Negotiations - Government Code Section 54956.8.**

Property: MGSA Owned Streetlights

Agency Negotiators: Michael Frank, Executive Officer
Dave Byers, Esq., Byers/Richardson Law Offices

Negotiating Party: AT&T NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("AT&T"), LLC

Under Negotiation: Price and Terms

MGSA Board Meeting Minutes for June 11, 2020

The Closed Session was not held.

I. Adjournment

The meeting adjourned at 10:40.



Michael S. Frank, Executive Office

DRAFT

Agenda Item B

06/10/2020

Dear MGSA Board Members:

I initially was excited to see the proposed changes to the Taxi Regulation Program.

Since its inception there has been a disconnection between the administration and enforcement of the program. Mr. Rawles saw his function as purely clerical. The program was designed to give him enforcement powers as well.

The program could have been enforced for a low cost had there been a clear coherent strategy from the beginning. This has never occurred.

The taxi drivers and companies who follow the rules are the first to spot others violating the program. We are also the ones hurt financially when the “bad actors” get away with violating the rules. When we would complain to Mr. Rawles, he would tell to call the police. When we called the police, they would tell us to call Mr. Rawles.

When members of the public have a bad experience with a taxi driver they would call 911. Unless the incident involved drunk / drugged driving, violence or other “immediate danger” situations they would be advised to call the non-emergency line. The non-emergency operators would refer people to a cities business office. The cities business office would refer them to Mr. Rawles. Mr. Rawles would refer them to the police department.

The attached letter from Mr. Rawles pretty much sums up the problem.

“MGSA Taxi program was always designed to count on law enforcement to enforce our rules. Each city has complied to various degree. But it remains a work in progress, but I can assure you staff has meet several times with local Chiefs and other Officers. But, like MGSA the local PDs have budgets and priorities of where to expend their resources.”

The program was established in 2006, in 14 years I have seen little work and no progress.

Mr. Rawles further stated:

“I am writing all this because you seem to want MGSA to provide some enhanced service or operate in some model you personally envision and are not getting the responses you want? I am not sure what your goal is or exactly what you want?”

What I wanted was the enforcement of the State of California laws governing the Taxi Industry by the agency tasked with enforcing them.

Mr. Rawles also stated:

Agenda Item B

“Regarding your previous email regarding new laws affecting taxi regulations, MGSA staff are already looking into how it will, or will not, affect how MGSA chooses to regulate in Marin. But if changes are in store we will among other things certainly eliminate any regulations that we are unable to enforce. MGSA is not staffed to chase down random companies to determine what type of permit is appropriate for them.

I know I cant pick and choose what laws I will obey.

With the advent of the Covid crisis many taxi operators have pulled their vehicles off the road and off their insurance policies. When business picks up again, I fear some operators will try to operate with no insurance or underinsured.

With a much smaller number of vehicles and companies on the road, the base for charging fees to properly operate the Taxi Regulation might be the nail in the coffin for the taxi industry in Marin.

Kevin Carroll
Sausalito Taxi

Sept 15, 2019

Kevin:

I have an appointment Tuesday with a new company who wishes to become permitted. I don't know exactly at this point who there are, but suspect they MAY be the tib/Bel company you have complained about and more will be revealed after we meet.

Regarding your previous email regarding new laws affecting taxi regulations, MGSA staff are already looking into how it will, or will not, affect how MGSA chooses to regulate in Marin. But if changes are in store we will among other things certainly eliminate any regulations that we are unable to enforce. MGSA is not staffed to chase down random companies to determine what type of permit is appropriate for them.

MGSA Taxi Regulation Program is self funded by fees. To date the MGSA board has not shown any interest in funding the program from each cities general fund. That means if MGSA was to enhance its administrative/legal function the money would have to come from increased fees to the permitted taxi companies.

The goal of MGSA taxi program has been to focus on public safety (Insurance, background and drug test). MGSA has strived to keep it simple administratively to keep costs low, and also not to be burdensome for the permitted companies. I am sure there are many things large cities do to to follow various rules that MGSA doesn't do because the relative volume and importance of taxi industry to their community. Small example, you are permitted as Sausalito Taxi, yet you operate another cab called Checker? MGSA could handle this a couple ways, but we have chosen to not be too bureaucratic. And large cities charge significant amounts for medallions to fund their administration.

MGSA Taxi program was always designed to count on law enforcement to enforce our rules. Each city has complied to various degree. But it remains a work in progress, but I can assure you staff has meet several times with local Chiefs and other Officers. But, like MGSA the local PDs have budgets and priorities of where to expend their resources.

I am writing all this because you seem to want MGSA to provide some enhanced service or operate in some model you personally envision and are not getting the responses you want? I am not sure what your goal is or exactly what you want? You have sent me several emails lately demanding various services and are apparently unhappy with the model MGSA is using. Every government has a budget and the policy makers set the priorities. For example the State PUC has many many permits they issue, but only a couple enforcement staff for the entire State of California. The result is probably many limos operate not following the rules. But if something bad happens and a limo injures people, the limo operator who didn't follow the rules is going to jail. To my knowledge, MGSA has one of the most effective taxi regulation program for a suburb of

Agenda Item B

our size. Many of the surrounding suburbs have in fact visited us and tried to copy what we have accomplished.

If you think it would be of value, I would be glad to meet with you and discuss all the above issues and determine what your concerns are and if there is some way to resolve them within the constraints we operate. I have been sick on my back with pneumonia for the last two weeks, but back at work this week and meeting people. Please let me know if you would like to meet, and I will schedule a time for us to meet.

Jeff



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MEMORANDUM

DATE: July 9, 2020

TO: MGSA Board of Directors

FROM: Michael S. Frank, Executive Officer
Bob Brown, Consultant

SUBJECT: Revisions to Taxicab Regulation Program and Fee Schedule

Recommendation

Approve the attached Resolution modifying the Taxicab Program Regulations and Fee Schedule.

Background

In 2006 the MGSA began regulating certain aspects of the taxicab business as required by Government Code § 53075.5. In 2017 the California legislature passed AB 1069, which made changes in state taxi requirements and became effective on January 1, 2019. Most of the changes in AB 1069 were intended to eliminate city-by-city licensing of taxicabs, which had proved expensive and inefficient. The legislation encouraged permitting through a Joint Powers Authority, such as MGSA has administered since 2006, or required cities that issue individual taxi permits accept permits from other cities in the same county to avoid duplication of permit costs and effort.

The intent of the Taxi Regulation Program is to have uniform, countywide monitoring of drug and alcohol testing, criminal background checks and vehicle inspections. At present there are 27 active permits for taxi companies, 70 vehicles and approximately the same number of drivers.

The financial viability of the taxi industry has been significantly impacted over the past several years by the advent and popularity of ridesharing services (also known as transportation network companies) such as Uber and Lyft which are not regulated by the Government Code, and more recently by increases in insurance costs and loss of ridership due to the COVID-19 pandemic.

MGSA provided some financial relief in the form of a 3-month free permit extension in April of this year. MGSA staff have identified some efficiencies that are partly intended to streamline the taxi permitting process to lower costs which would ultimately benefit Marin's taxi industry.

Discussion

The following is a summary of proposed changes to the Taxicab Program permit process, which result in revisions to the Board-adopted Taxicab Program Regulations and Fee Schedule.

Administration

The Taxicab Regulation Program has been administered since its inception by a contract program manager. Staff's intent is to streamline aspects of the permit process and delegate much of the standard permit processing to a part-time administrative staff position with management providing oversight and handling of policy matters. This change is intended to reduce administrative costs and increase the hours of in-office staff availability.

Permit Term

Currently, taxi company permits and vehicle permits are issued for one year from the date of approval. As a result, permits are renewed throughout the year. It is proposed that all company permits and vehicle permits be issued on a calendar year basis, which would result in much of the permit processing being concentrated during a two-month period. It would also result in the annual permit stickers for taxi vehicles being color-coded for a calendar year, allowing easier identification of vehicles with active permits, similar to DMV annual license plate stickers for passenger vehicles.

The term for drivers' permits is currently five years. Staff proposes to reduce the term to two years. Currently, drug and alcohol testing for drivers occurs at initial permit issuance. Drivers are then supposed to contract individually with the certified testing company (Norton Industries) and pay an annual fee to participate in their random testing program. However, monitoring that drivers are subsequently participating in and paying for the random testing program has been challenging and sporadic. Instead, with a two-year permit term, new drug and alcohol testing would be required upon renewal, providing a more certain means of assuring that such testing is occurring at regular intervals.

Drug and Alcohol Test Provider

Currently the company contracted with for drug and alcohol testing uses two different testing labs for the drug tests and the alcohol test, one in Greenbrae and the other in Petaluma. A new provider has been found that can perform both tests in a single Greenbrae location which would be more convenient for drivers. The cost of testing for this new provider would also be less than the current provider (\$80 vs. \$100).

Vehicle Inspection

State law requires that taxi vehicles be inspected annually for basic equipment and maintenance either by a local agency (typically a police department) or by an auto repair facility certified by the Bureau of Auto Repair (BAR). Currently, the program allows taxi companies to self-certify their vehicles using a checklist provided, which is not in compliance with the Government Code. It is proposed that vehicles be required to be inspected at a BAR-certified auto repair facility of which there are currently 62 in Marin. Based on estimates from several Marin-based BAR garages it is expected that this state-mandated inspection would cost roughly \$150-200 and would be required when vehicles are initially permitted or upon renewal.

Fees

A new fee is proposed to recoup administrative costs for situations when a permitted vehicle is replaced by another vehicle or a driver transfers from one taxi company to another during the permit term. The fee would be set at \$50. Drivers Permit fees would be reduced from \$100 for a 5-year permit to \$50 for a 2-year permit. Company and Vehicle Permit fees would remain unchanged at \$1,000 for an annual permit. Staff will monitor the fiscal effects of the proposed permit process and staffing changes and the effects of outside stresses on the local taxi industry and be able to reassess fee levels in conjunction with FY 21/22 program budgeting.

Website

The MGSA website is being upgraded and will include pages for the Taxi Program including a roster of active companies and drivers, permit forms, applicant guidelines, safety resource information (including recommended COVID-19 protocols), and a public complaint form. Due to requests from taxi companies at the June 11, 2020 Board meeting, staff mailed a copy of the CDC's COVID-19 Guidance for Taxis to each of our permitted taxi companies.

Proposed Changes to Taxi Program Regulations and Fee Schedule

The changes in the permit process described above will require revisions to the adopted Taxicab Program Regulations as well as the Fee Schedule for Board approval, as summarized below:

- Program Administration [Section B]: A section has been added to describe MGSA's administrative role in the countywide taxi regulation program while still allowing individual cities to require business licenses, although these are limited by AB 1069 to licensing only taxi companies with their principle business address in that jurisdiction (as opposed to companies that are simply operating within a jurisdiction).
- Background Checks [Subsections C.2.e and D.2.d]: Process revision indicating fingerprinting and background check screening through the DOJ's LiveScan process, rather than the County Sheriff's Office.
- Permit Terms [Subsections C.5, D.4.a and E.5.a]: Annual Company and Vehicle Permits would be put on a calendar-year renewal and Driver Permits would be reduced from 5-year to 2-year terms.

Agenda Item C

- Vehicle Inspections [Subsection E.2.b]: Former allowance for self-certification of vehicle inspections by companies would be replaced by a requirement for an inspection by a Bureau of Automotive Repair certified facility.
- Fee Schedule: The fee schedule retains the current annual Company and Vehicle permit fee, but changes the Driver Permit fee from \$100 for a 5-year permit to \$50 for a 2-year permit, and adds a \$50 fee for Vehicle or Driver Permit transfers.

Attachments

Attach C1. Draft Resolution 2020-19 and Exhibit A: Revisions to Taxicab Program Regulations and Fee Schedule (underline and ~~strikeout~~ version)



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REVISIONS TO TAXICAB REGULATION PROGRAM AND FEE SCHEDULE

RESOLUTION 2020 - 19

WHEREAS, Government Code Section 53075.5 requires local jurisdictions to protect the public health, safety and welfare by regulating taxicab operations in a manner consistent with requirements of State law; and

WHEREAS, the MGSA adopted and has administered a Taxicab Regulation Program since 2006; and

WHEREAS, the MGSA adopted Taxicab Program Regulations in 2006 by Resolution, which have been subsequently revised in 2008, 2009 and 2016; and

WHEREAS, the California State Legislature in 2017 passed AB 1069, revising Government Code Section 53075.5, which became effective on January 1, 2019; and

WHEREAS, periodic updates to the MGSA's Taxicab Regulation Program and Fee Schedule are necessary to reflect changes in permitting procedures, technologies, and state law.

NOW THEREFORE, BE IT RESOLVED, that the MGSA Board of Directors adopts revisions to the Taxicab Regulation Program and Fee Schedule as set forth in **Exhibit A** attached.

Adopted this 9th day of July, 2020.

Ayes: Alilovich, Chanis, Condry, McGill, Middleton, Nicholson, Poster

Noes: Alilovich, Chanis, Condry, McGill, Middleton, Nicholson, Poster

Absent: Alilovich, Chanis, Condry, McGill, Middleton, Nicholson, Poster

Craig Middleton, MGSA Board President

Attested By:

Michael S. Frank, Executive Officer

Taxi Regulations

MARIN GENERAL SERVICES AUTHORITY TAXICAB REGULATION PROGRAM

(As Revised MGSA Board Resolution 2008-01; Board Resolution 2008-05; Board Resolution 2009-01, February 12, 2009; Board Resolution 2009-05, May 14, 2009; Board Resolution 2016-12, September 8, 2016; Board Resolution 2020-13, July 9, 2020)

A. DEFINITIONS

As used herein the capitalized terms shall have the following meanings:

1. **“Agency”** shall mean and refer to each entity which is a member of the MGSA, however, the term “Agency” specifically shall not include the Marinwood Community Services District or the Bel Marin Community Services District.
2. **“Area of Jurisdiction”** means the jurisdictional boundaries ~~of~~ each Agency that participates in MGSA’s Taxi Regulation Program.
3. **“Call Log”** shall mean a record prepared by the Company of all trips made by the Company’s Drivers showing date, time and place of origin, and destination.
4. **“Company”** means any entity operating a Taxicab business, including without limitation, a natural person, firm, association, organization, partnership, business, trust, corporation or public entity.
5. **“Company Permit”** means a valid permit issued by the MGSA authorizing a Company to operate Taxicabs in the Area of Jurisdiction of each Agency.
6. **“County”** means the County of Marin.
7. **“DMV”** means the California Department of Motor Vehicles.
8. **“Driver”** means a person who operates a Taxicab.
9. **“Driver Permit”** means a valid permit issued by the MGSA authorizing a person to operate a Taxicab pursuant to the terms and requirements of the Program.
10. **“Executive Officer”** shall mean the Executive Officer of the MGSA or his/her designee.
11. **“MGSA”** shall mean the Marin General Services Authority or successor entity.

Taxi Regulations

12. ***“Revoked Permit”*** shall mean any Company, Driver or Vehicle Permit suspended by the Executive Officer. It is unlawful to operate a taxi in any manner with a revoked permit. A driver or company must apply anew under the new ~~fee~~ schedule***Fee Schedule*** to obtain a permit after revocation.
13. ***“Program”*** means the rules and regulations set out in this MGSA Taxi Regulation Program as the same may be amended from time to time.
14. ***“State”*** means the State of California.
15. ***“Suspended Permit”*** shall mean any Company, Driver or Vehicle Permit suspended by the Executive Officer. It is unlawful to operate a taxi in any manner with a suspended permit. To reinstate a suspended permit requires the payment of \$1,000.00 for a Company Permit, \$100.00 for a Driver’s Permit, or \$100.00 for a Vehicle Permit.
16. ***“Taxicab”*** shall mean a motor vehicle regularly engaged in the business of carrying passengers designed for carrying not more than eight persons, excluding the driver.
17. ***“Vehicle Permit”*** shall mean a valid permit issued by the MGSA authorizing a vehicle to be utilized as a Taxicab pursuant to the terms and requirements of the Program.

B. PROGRAM ADMINISTRATION

The Taxi Regulation Program is a program of the Marin General Services Authority to establish and administer regulations for the provision of taxicab transportation services within the Area of Jurisdiction of the member agencies in compliance with the requirements under California Government Code § 53075.5. The objective of the Taxicab Regulation Program is to establish and enforce minimum safety and service standards for the provision of taxicab services in Marin County to increase public safety and confidence in this transportation service and to efficiently administer the program. Nothing in this program precludes any Agency from requiring permits or business licenses to operate a taxicab within its jurisdiction as permitted under state law. Specifically, as provided in Government Code § 53075.5 (j)(2), an Agency can require permits or business licenses for Taxicabs and Companies.

C. COMPANY PERMIT

1. **Company Permit Required.** No Company shall operate or permit a Taxicab owned or controlled by it to be operated as a vehicle for hire within the Area of Jurisdiction of any Agency without having first obtained a Company Permit from the MGSA.

Taxi Regulations

2. **Issuance of Company Permit.** The Executive Officer shall issue a Company Permit upon full compliance by the Company with all of the following requirements unless one or more basis for denial set forth in Section 3 of this Section B exists:
- a. Submission of a complete Company Permit application, including a list of all vehicles to operate as Taxicabs under the Company Permit and for which Vehicle Permit applications shall be submitted; and
 - b. Submission of a copy of the Company's drug and alcohol policy which must include at a minimum that employment or an offer of employment for any Driver is conditioned upon an acceptable drug and alcohol test meeting the requirements of these regulations and of California Government Code Section 53075.5 or successor statute; and
 - c. Submission of evidence of insurance in full force and effect which meets the following minimum requirements:
 - i. Automobile liability insurance with a minimum combined single limit of Three Hundred Fifty Thousand Dollars (\$350,000.00) for injury or death of one or more persons in the same accident and for injury to or destruction of property resulting from the operation or maintenance of any Taxicab; and
 - ii. Workers' Compensation insurance as required by the State of California; and
 - iii. The liability policy referred to in subsection i above is to contain, or be endorsed to contain, the following provisions:
 - (A) The MGSA and each Agency, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds; and
 - (B) Coverage shall not be reduced, terminated or canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the MGSA; and
 - iv. Insurance is to be placed with insurers licensed to do business in the State of California with a current A.M. Best's rating of no less than "B+", in the event that an insurer's rating is reduced below "B+" (a "Rating Event") Company shall have ten (10) business days from the date that the rating actually drops below "B+" to present the Executive Officer with a written schedule of events detailing the steps Company will take to obtain replacement insurance which meets the requirements of this Program, notwithstanding the foregoing, such replacement insurance shall be ~~obtained~~obtained by Company within sixty (60) days of the Rating Event or

Taxi Regulations

Company shall cease operating until such complying insurance is obtained; and

- v. The Executive Officer may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time; and
- vi. At least thirty (30) days prior to the expiration of current policies a Company shall submit a letter from its insurance carrier(s) indicating that the carrier is processing Company's request for continuance of coverage or new coverage and that the carrier believes that such coverage will be continued/issued; and
- vii. As soon as it is received by the Company but in no event later than the date of the expiration of current policies a Company shall submit insurance binders evidencing insurance coverage for the policy period subsequent to the expiration of the current policies; and
- viii. No self-insured retention shall be allowed and deductibles shall not exceed Two Thousand Five Hundred Dollars (\$2500.00); and
- d. Submission of proof of current DMV registration for each Taxicab listed in the Company Permit application; and
- e. Prior to the issuance of the initial Company Permit (but not upon renewal) every owner, partner or principal officer of Company shall have:
 - i. ~~submitted to fingerprinting by the County Sheriff's Department~~submitted to Department of Justice (DOJ) Live Scan fingerprint background check submission and Subsequent Notification Program (SAP) enrollment, submitted at an approved DOJ finger printing station; and
 - ii. successfully cleared ~~at the DOJ~~ background check ~~performed by the County Sheriff's Department;~~ and
- f. List of every Driver authorized to operate the Taxicab(s) identified in the Company Permit application (the list of Drivers noted herein, shall not be considered part of the Company Permit, but as information for use of MGSA in the administration of these Regulations); and
- g. The rates of fare proposed to be charged by the Company; and
- h. Payment of all applicable fees including without limitation the Company Permit application fee and ~~Taxicab Vehicle~~ Permit application fee as set forth in the attached Fee Schedule.

Taxi Regulations

- i. As a condition to the receipt of a Company Permit, the Company must submit for approval by the Executive Officer an indemnification agreement, executed by an authorized representative of the Company, agreeing to release, indemnify, hold harmless and defend with counsel reasonably acceptable to the Executive Officer, the MGSA, including every Agency which is a member thereof, and their respective elected and appointed officials, officers, employees, agents and volunteers harmless against and from liability and/or claims of any kind arising out of the Program and/or the operation of Taxicab(s) including, without limitation, claims for personal injury or death or loss or damage to property.
3. **Basis for Denial of Company Permit.** The Executive Officer shall deny the issuance of a Company Permit in the event that any owner, partner or principal officer of applicant:
 - a. Is under the age of 18 years; or
 - b. Falsifies material information on an application for a Company Permit; or
 - c. Is a registered sex offender pursuant to California Penal Code Section 290; or
 - d. Is on formal probation or parole for any offense outlined in this Section B.3.; or
 - e. Has at any time been convicted (or pled guilty or nolo contendere) in any state, the District of Columbia, and/or in any federal proceeding for any of the following: murder; robbery; pandering; pimping; crimes related to the sale or transportation of controlled substances; and/or crimes involving the use of a weapon; or
 - f. Within five (5) years of the application been convicted of (or pled guilty or nolo contendere) in any state, the District of Columbia, and/or in any federal proceeding or had any final administrative determination of a violation of any statute, ordinance, or regulation reasonably related to the same or similar business operation which would have resulted in suspension or revocation of the Company Permit under these Regulations.
4. **Requirements Following Issuance.** A Company which has received a Company Permit shall comply with all of the following during the term of the Company Permit:
 - a. Company shall maintain the insurance required pursuant to Section B.2.c. of these Regulations in full force and effect during the term of the Company Permit; and

Taxi Regulations

- b. Company shall notify the Executive Officer of any information or fact(s) that would cause any of the information set forth in the Company Permit Application to no longer be true and correct; and
 - c. Company shall provide the Executive Officer with written notice within 72 hours in the event that any of its Drivers are terminated or are otherwise no longer authorized to operate a Taxicab identified in the Company Permit; and
 - d. Company shall notify the Executive Officer if it desires to add a Driver who shall be authorized to operate a Taxicab listed in the Company Application after such Driver has obtained a Driver's Permit.
 - e. Company shall notify the Executive Officer of any new address for Company within forty eight (48) hours of Company occupying said new address.
 - ~~f. Company shall annually submit a written certification, the form of which will be provided by MGSA that certifies that the company operations comply with all the provisions of its Company Permit.~~
5. **Term and Renewal.**
- a. A Company Permit shall ~~remain in effect~~be issued for a ~~period of one (1) calendar year from issuance unless sooner suspended or revoked. Permits for which an application was filed prior to effective date of this latest amendment to these regulations (November 13, 2008), and shall remain in effect for a period~~expire at the end of the thirty-first day of December of five (5) years from date the year of application issuance.
 - b. In order to renew a Company Permit prior to the expiration of an existing Permit, Company must submit a completed application for renewal no less than thirty (30) days, nor more than sixty (60) days, prior to the expiration of the Company Permit. Upon submission of a completed application for a renewal of a Company Permit, provided that the Company is in compliance with all of the provisions of these Regulations and provided further that the existing Company Permit is not otherwise suspended or revoked in accordance with the provisions of these Regulations, the existing Company Permit shall remain in effect until the later to occur of (i) such time as the application for renewal is either granted or denied; or (ii) the expiration of the existing Company Permit; at which time the existing Company Permit shall automatically be of no further force and effect.
6. **Appeal.** A Company may appeal the denial or non-renewal of the issuance of a Company Permit in accordance with the provisions of Section F-G of these Regulations.
7. **Transfer.** Company Permits are not transferable or assignable.

| Taxi Regulations

Taxi Regulations**D. DRIVERS PERMIT.**

1. **Driver's Permit Required.** No person shall operate a Taxicab within the Area of Jurisdiction of any Agency without having first obtained a Driver's Permit therefore.
2. **Issuance of Driver's Permit.** The Executive Officer shall issue a Driver's Permit upon submission by the Driver of all of the following requirements unless one or more basis for denial set forth in Section 3 of this Section C exists:
 - a. A fully completed Driver's Permit application signed by an authorized representative of a Company holding a Company Permit; and
 - b. A valid permanent California Class C driver's license; and
 - c. Evidence of compliance with the mandatory controlled substance and alcohol testing certification program, as set forth below:
 - i. Drivers shall show proof from a drug testing company approved by the Executive Officer that the Driver tested negative for each of the controlled substances specified in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, before employment. Drivers must also test negative for alcohol. Drivers must show proof of negative tests for these controlled substances and for alcohol as a condition of Permit issuance or renewal. Drivers may be also be subject to random drug and/or alcohol testing during the term of his/her Permit. As used in this section, a negative test for alcohol means an alcohol screening test showing a breath alcohol concentration of less than 0.02 percent. All test results shall be reported to the Executive Officer or his/her designee; and
 - ii. Procedures shall be substantially as in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, except that the Driver shall show a valid California driver's license at the time and place of testing. Requirements for rehabilitation and for return to duty and follow up testing and other requirements and shall be substantially as in Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations.
 - iii. A test consistent with subsections c. i. and ii. performed in a jurisdiction outside of the County shall be accepted as meeting the same requirement as a test performed within the County. Any negative test results shall be accepted for one year as meeting a requirement for periodic permit renewal testing or any other periodic testing if the Driver has not tested positive subsequent to the negative result. However, an earlier negative result shall not be accepted as meeting the pre-employment testing

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requirement for any subsequent employment or any testing requirements under the program other than periodic testing.

- iv. In the case of either a Company employee or a self-employed independent Driver, the test results shall be reported directly to the Company and the Executive Officer, who shall notify the taxicab leasing company of record, if any, of positive results.
 - v. All test results are confidential and shall not be released without the consent of the Driver, except as authorized or required by law.
 - vi. Self-employed independent drivers shall be responsible for compliance with, and shall pay all costs of, this program with regard to themselves. The Company shall be responsible for compliance with, and shall pay all costs of, this program with respect to their employees and potential employees, except that an operator may require employees who test positive to pay the cost of rehabilitation and of return to duty and follow up testing.
 - vii. Upon the request of a Driver applying for a permit, the Executive Officer shall give the Driver a list of consortia certified pursuant to Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations that the Executive Officer knows offer tests in or near the County.
- d. ~~Fingerprints taken by or on file with the County Sheriff's~~Evidence of Department; and A cleared of Justice (DOJ) Live Scan fingerprint background check ~~performed by the County Sheriff's~~submission and Subsequent Notification Program (SAP) enrollment submitted at an approved California Department; of Justice finger printing agency;
 - e. Two current 2" by 2" professional quality color photos (passport photos) of the applicant.
 - gf. Payment of all applicable fees including ~~without limitation the background check fee and the~~the Driver Permit application fee as set forth in the attached Fee Schedule.
 - hg. The Driver's Permit must be displayed so that it can be easily read by a passenger in the Taxicab at all times during its operation.
3. **Basis for Denial of Driver's Permit.** The Executive Officer shall deny the issuance of a Driver's Permit in the event that the applicant:
- a. Is under the age of 18 years; or

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- b. Falsifies material information on an application for a Driver's Permit; or
- c. Does not possess a valid Class C California Driver's License; or
- d. Fails the drug and/or alcohol test required hereunder. Upon testing positive for drugs and/or alcohol the applicant shall not be eligible to reapply for a Driver's Permit for a period of six (6) months from the test date; or
- e. Is a registered sex offender pursuant to California Penal Code Section 290; or
- f. Is on formal probation or parole for any offense outlined in this section 3; or
- g. Has at any time been convicted (or pled guilty or nolo contendere) in any state, the District of Columbia, and/or in any federal proceeding, for any of the following: murder; robbery; pandering; pimping; crimes related to the sale or transportation of controlled substances, except for offenses involving marijuana; and/or crimes involving the use of a weapon; or
- h. Within five (5) years of the application been convicted of (or pled guilty or nolo contendere) in any state, the District of Columbia, and/or in any federal proceeding, of reckless driving, driving under the influence of intoxicating liquor or drugs (DUI), a violation of California Vehicle Code Sections 2800.1 (pertaining to flight from peace officer), Section 20002 (imposing duties on the driver of any vehicle involved in an accident resulting only in damage to any property), Section 20003 (imposing duties on the driver of any vehicle involved in an accident resulting in injury or death) or any corresponding substitute sections or similar sections of the Vehicle Code of another state; vehicular manslaughter; and/or California Penal Code Sections 240, 241, 242, or 243 pertaining to assault and battery or any corresponding substitute sections or similar sections of the Penal Code of another state, the District of Columbia, and/or a federal entity.

4. Term and Renewal.

- a. A Driver's Permit shall remain in effect for a period of ~~five~~two (2) years from issuance unless sooner suspended or revoked. A Driver's Permit shall be automatically suspended upon the revocation or suspension of the Driver's Class C Drivers License until such time as the Driver presents evidence to the Executive Officer that the requisite Driver's License has been reinstated and is in full force and effect.
- b. In order to renew a Driver's Permit, the Driver must submit a completed application for renewal no less than thirty (30) days, nor more than sixty (60) days, prior to the expiration of the Driver's Permit. Upon submission of a completed application for a renewal of a Driver's Permit, provided that the Driver is in compliance with all of the provisions of these Regulations and provided further that the existing Driver Permit is not otherwise suspended or

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revoked in accordance with the provisions of these Regulations, the existing Driver Permit shall remain in effect until the later to occur of (i) such time as the application for renewal is either granted or denied; or (ii) the expiration of the existing Driver Permit; at which time the existing Driver Permit shall automatically be of no further force and effect.

- c. The Driver's Permit shall be automatically void upon termination of Driver's employment with the Company listed in the Driver Permit application and the Driver's Permit shall be returned to the Executive Officer upon such termination.
 - d. Driver shall notify the Executive Officer in writing of any new address for Driver within forty-eight (48) hours of Driver occupying said new address.
 - e. If, for any reason, the Executive Officer gives notice to a Driver that his/her Driver Permit has been revoked or not renewed, said Driver shall immediately return his/her Permit to the Executive Officer. Failure to do so shall be grounds for the Executive Officer to refuse to issue a new Permit to said Driver.
5. **Appeal.** A Driver may appeal the denial or non-renewal of the issuance of a Driver Permit in accordance with the provisions of Section F-G of these Regulations.
 6. **Transfer.** Driver's Permits are not transferable or assignable.

E. VEHICLE PERMIT.

- ~~1. **Initial Vehicle Inspection.** Prior to the use and operation of any vehicle as a Taxicab under the provisions of these Regulations, certification similar to that required under Section D. 3 below shall be submitted indicating that the vehicle has been thoroughly examined and found to comply with all the standards established in the California Vehicle Code or successor statute.~~
- ~~2. **Issuance of Vehicle Permit/Renewal.** Upon meeting the initial inspection requirements set forth in Section D.1 above and upon payment of any and all applicable fees, a non-transferable Vehicle Permit shall be issued for each approved Taxicab. The Vehicle Permit shall remain in effect for a period of one (1) year. No Vehicle Permit shall be renewed unless and until the inspection requirements set forth in Section D.3 below are met and any and all applicable fees have been paid. The Vehicle Permit must be displayed in the Taxicab at all times during its operation.~~
- ~~3. **Annual Inspections.** The Company holding a Vehicle Permit shall annually submit a written certification, the form of which will be provided by MGSA, which certifies that the subject~~

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1. Vehicle Permit Required. No vehicle shall be operated as a Taxicab for hire within the Area of Jurisdiction of any Agency without having first obtained a Vehicle Permit from the MGSA.
2. Issuance of Vehicle Permit. The Executive Officer shall issue a Vehicle Permit upon full compliance with all of the following requirements:
 - a. Submission of a complete Vehicle Permit application;
 - b. Certification of vehicle inspection by a BAR-registered or ASE-certified facility that the vehicle complies with all the standards established in the California Vehicle Code or successor statute: as outlined on the Program Inspection Form;
 - c. Submission of proof of current DMV registration; and
 - d. Submission of proof of current automobile liability insurance with a minimum combined single limit of Three Hundred Fifty Thousand Dollars (\$350,000.00) for injury or death of one or more persons in the same accident and for injury to or destruction of property resulting from the operation or maintenance of the Taxicab.
3. Requirements Following Issuance. A Taxicab which has received a Vehicle Permit shall be operated for hire in compliance with all of the following during the term of the Vehicle Permit:
 - a. The Vehicle Permit must be displayed on the Taxicab at all times during its operation.
 - b. Every vehicle operating under these Regulations shall be kept in a clean and sanitary condition and free of offensive odors.
4. ~~Vehicles Must Be Kept in a Clean and Sanitary Condition.~~
5. ~~Designation of Taxicabs.~~c. Each Taxicab shall bear on the outside of at least one door on each side of the vehicle, in painted letters not less than five inches nor more than seven inches in height, the name of the Company; and, in addition, may bear an identifying design approved by the Executive Officer. No vehicle shall be licensed whose color scheme, identifying design, monogram, or insignia to be used thereon shall, in the opinion of the Executive Officer, conflict with or imitate any vehicles already operating under a permit issued pursuant to these Regulations, in such a manner as to be misleading or tend to deceive or defraud the public; and provided further, that if after a license has been issued for a Taxicab hereunder, the color scheme, identifying design, monogram, or insignia thereof is changed so as to be, in the opinion of the Executive Officer, in conflict with or imitate any color scheme, identifying design, monogram, or insignia used by any other person, owner or operator, in such a manner as to be misleading or

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tend to deceive the public, the permit for such Taxicab or Taxicabs shall be suspended or revoked.

4. **Revocation of Vehicle Permit.** The Executive Officer may revoke any Vehicle Permit in the event that the vehicle that is the subject of the permit does not meet the requirements of these Regulations. The determination of the Executive Officer may be appealed in accordance with the provisions of Section F. hereof.
5. **Term and Renewal.**
 - a. A Vehicle Permit shall ~~remain in effect~~ be issued for a period of one (1) calendar year from issuance unless sooner suspended or revoked, and shall remain in effect for a period expire at the end of the thirty-first day of December of five (5) years from date the year of application issuance.
 - b. In order to renew a Vehicle Permit prior to the expiration of an existing Permit, Company must submit a completed application for renewal no less than thirty (30) days, nor more than sixty (60) days, prior to the expiration of the Vehicle Permit. Upon submission of a completed application for a renewal of a Vehicle Permit, provided that the Company is in compliance with all of the provisions of these Regulations and provided further that the existing Vehicle Permit is not otherwise suspended or revoked in accordance with the provisions of these Regulations, the existing Vehicle Permit shall remain in effect until the later to occur of (i) such time as the application for renewal is either granted or denied; or (ii) the expiration of the existing Vehicle Permit; at which time the existing Vehicle Permit shall automatically be of no further force and effect.
6. **Appeal.** A Company may appeal the denial or non-renewal of the issuance of a Vehicle Permit in accordance with the provisions of Section F-G of these Regulations.

F. TAXICAB OPERATION.

1. **Rates of Fare.** Every Taxicab shall have a rate card setting forth its rates of fare displayed in such a place as to be in view of all passengers. Such card shall be in a form approved by the Executive Officer. No rates of fare shall be either adopted or changed until a complete schedule thereof has been filed with the Executive Officer.
2. **Receipts.** The Driver of any Taxicab shall upon demand by the passenger render to such passenger a receipt for the amount charged on a receipt which shall bear the name of the owner, driver number, amount of meter reading or charges and date of transaction.

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3. **Taxicab Service.** All Companies and Drivers shall answer all calls received by them for services as soon as they can do so and if the services cannot be rendered within a reasonable time they shall then notify the prospective passengers how long it will be before the call can be answered and give the reason therefore.
4. **Call Logs.** Every Company shall maintain daily Call Logs. The form of the Call Log shall be approved by the Executive Officer. Every Company shall retain and preserve all Call Logs in a safe place for at least the fiscal year following the fiscal year in which the Call Log is created, and said Call Logs shall be available to the inspection by the Executive Officer upon demand.
5. **Taxicab Meters.** Every Taxicab operated under this section shall be equipped with a taxicab meter and the Company shall keep such meter accurate at all times. The Company shall file an annual "certificate of inspection" from County Department of Agriculture. Upon discovery of any inaccuracy of the meter the Executive Officer is authorized to remove or cause to be removed from service any such vehicle equipped with such meter until the meter shall have been repaired and accurately adjusted.

G. APPEAL OF PERMIT DENIAL/NON-RENEWAL. The Executive Officer's decision to issue or not issue any permit under these Regulations is discretionary. In the event a Company Permit or Driver Permit is denied or not renewed, the applicant, Company or Driver shall be notified in writing of the proposed adverse action and the reason(s) therefore (the "Notice of Adverse Action"). No later than ten (10) calendar days following the date on the Notice of Proposed Action the applicant, Company or Driver may submit a written appeal to the MGSA Board on the form provided by the Executive Officer which shall include the basis for such appeal together with the payment of any and all applicable fees. Failure to file a timely Notice of Appeal shall constitute a waiver of the right to appeal. An appeal is not timely filed if the applicable fees are not paid concurrently with the submittal of the appeal. Within forty-five (45) days following the date on the Notice of Appeal a public hearing shall be held before the MGSA Board on the proposed action. The MGSA Board shall conduct the hearing as a closed session consistent with Government Code § 54956.7 when necessary. The decision of the MGSA Board shall be issued within thirty (30) days of the date of the hearing and such decision shall be final. The MGSA Board may issue the permit only if it finds that the issuance of the permit will not adversely affect the public health, safety and welfare of the residents of the County of Marin. The Company or Driver whose Permit application has been denied shall not operate a taxicab pending an appeal of such denial. A Company or Driver may operate a taxicab pending appeal of a non-renewal or appeal of revocation, unless cause for such non-renewal or revocation is among those listed in Section B.3 or C.3 as appropriate.

H. REMEDIES FOR VIOLATIONS OF THE PROGRAM

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1. **Issuance of Compliance Order.** Provided that there is no immediate danger to health or safety, the Executive Officer may issue a “Compliance Order” to any Company or Driver that fails to comply with any of these regulations or for any of the following:
 - a. Providing false or inaccurate information in any Permit application; or
 - b. Allowing a Taxicab to be operated by a Driver who does not hold a valid Driver’s Permit; or
 - c. A refusal by the Company or a Driver of the Company to accept a call anywhere in the corporate limits of an Agency at any time when such Company has available Taxicabs; provided, however, that a Company or a Driver may refuse to accept a call for service when the Company or Driver reasonably determines that there is a threat to the health or safety of the Driver; or
 - d. A revocation or suspension of a Driver’s California Driver’s License; or
 - e. A failure to cooperate with any law enforcement personnel of any Agency or the California Highway Patrol.
2. **Contents of Compliance Order.** Each Compliance Order shall be in writing and shall include, without limitation, the following information:
 - a. The date of the violation(s) and, if different, the date of service of the Compliance Order-
 - b. The name, address, and other identifying information of the Company and/or the Driver.
 - c. A description of the violation(s), including citation to the section(s) of the Regulations violated.
 - d. An order requiring correction of the violation(s) within ten (10) days of the date of the Compliance Order, or within such other reasonable time as the Executive Officer may determine, and notifying the Company and/or the Driver that a fine may be due or the applicable permit may be suspended or revoked if correction is not made before the expiration of the correction period.
 - e. An order prohibiting the continuation or repeated occurrence of the violation(s).
3. **Correction of Violation.** If the Executive Officer determines that all violation(s) specified in the Compliance Order have been corrected within the time set forth in the Compliance Order, no further action shall be taken against the Company and/or the Driver regarding the violations. If all violation(s) specified in the Compliance Order are not corrected within the time set forth in the Compliance Order, the Executive Officer may suspend or revoke any permit issued to a

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- Company and/or Driver. The Executive Officer may pursue additional civil remedies or may also refer the matter to an Agency for any additional civil or criminal remedies.
4. **Immediate Revocation.** When a violation of these Regulations poses an immediate danger to health or safety, the Executive Officer may suspend or revoke any Permit issued to a Company and/or Driver.
 5. **Contents of Suspension or Revocation Decision.** Each Suspension or Revocation Decision shall be in writing and shall include, without limitation, the following information:
 - a. The date of the violation(s) and, if different, the date of service of the Compliance Order.
 - b. The name, address, and other identifying information of the Company and/or Driver.
 - c. A description of the violation(s), including citation to the section(s) of the Regulations violated.
 - d. The penalty imposed for the violation.
 - e. A brief description of the appeal hearing process; including a statement that the Company and/or Driver has the right to contest the Suspension or Revocation Decision by requesting a hearing per these regulations within ten (10) calendar days of the date of service of the Suspension or Revocation Decision.
 - f. The name and signature of the Executive Officer.
 6. **Separate Violations.** Each violation of these Regulations whether after the expiration of any correction period set forth in a Compliance Order or otherwise constitutes a separate violation for every day such violation continues.
 7. **Notices.** All notices, including Compliance Orders, shall be served on the Company and/or Driver in accordance with the following provisions:
 - a. Notices may be mailed by certified mail, postage prepaid, return receipt requested. Simultaneously, the same notice may be sent by first-class mail, postage prepaid. If a notice sent by certified mail is returned unclaimed, service by first-class mail shall nevertheless be effective if that mail is sent to the address of record for the Company or Driver.
 - b. Service of any notice in accordance with these requirements may be proven by declaration or affidavit. Service is complete upon deposit with the United States Postal Service.
 8. **Request for Hearing.** Any Company and/or Driver may contest a suspension or revocation by requesting a hearing within ten (10) calendar days from the

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- suspension or revocation order. The hearing request must be in writing, specifying in detail the basis for contesting the Suspension or Revocation Decision. The Company and/or Driver requesting the hearing shall deposit the amount of \$500.00 for a hearing regarding a Company permit, and \$100.00 for a hearing regarding a Vehicle or Driver Permit. Failure to file an appeal request in accordance with this paragraph shall constitute a waiver of the Company's and/or Driver's right to contest any matters set forth in the Suspension or Revocation Decision.
9. **Holding Hearing.** The hearing shall be held within thirty (30) days of receiving a hearing request that complies fully with paragraph 5 above. The party requesting the hearing shall be notified of the time and place of the hearing at least ten (10) days before the hearing date. Either the Company/Driver or the MGSA may request a continuance of the hearing to a mutually agreeable date, but in no event may the hearing begin later than sixty (60) days after the MGSA receives a hearing request.
 10. **Conducting Authority.** The Board of the MGSA shall hold any hearing. Alternatively, the Board may request that the Executive Officer designate a Hearing Officer to hear and decide appeals of Suspension or Revocation Decision.
 11. **Hearing Procedure.** On the date and at the time and place set forth in the notice of hearing, the Conducting Authority shall conduct an orderly hearing and shall accept evidence on which persons commonly would rely in the conduct of their business affairs. Formal rules of evidence need not apply. The party contesting the Suspension or Revocation Decision shall have the opportunity to testify, under oath, and to present evidence, including witnesses, who shall be under oath, concerning the alleged violation. Any other interested party may also present evidence. The Conducting Authority shall limit the evidence to that which is relevant to establishing or refuting the violation alleged in the Suspension or Revocation Decision. If the Company/Driver or any other interested person fails to attend the scheduled hearing, that person shall have waived any right to present evidence on the matter. The Suspension or Revocation Decision and any other reports submitted by the Executive Officer shall constitute prima facie evidence of the facts recited in those documents. The Conducting Authority may take the matter under consideration, may continue the hearing, and may request additional information from the Executive Officer or from the Company and/or Driver. On the basis of a preponderance of the evidence, the Conducting Authority shall determine whether to affirm, modify, or dismiss the Suspension or Revocation Decision. The Conducting Authority shall make findings based on the record of the hearing, and shall issue a final written decision based on those findings. The written decision shall be served upon the Company and/or Driver.
 12. **Appeal.** Any person aggrieved by an administrative decision of a Conducting Authority may obtain review of that decision by filing a petition for review in the Marin County Superior Court, according to the requirements of Government Code Section 53069.4.

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- 13. Complaint against business that advertises or operates taxicab transportation service for hire; Sufficiency of complaint; Investigation.**
- a. Upon receipt of a complaint containing sufficient information to warrant conducting an investigation, the MGSA shall investigate any business that advertises or operates taxicab transportation service for hire. A complaining party shall give MGSA sufficient information in the view of MGSA to warrant an investigation. The MGSA shall provide an “Investigative Request Form” to a complaining party with the criteria for a complaint. Pursuant to this investigation, the MGSA shall do all of the following:
 - i. Determine which businesses, if any, are required to have in effect a valid taxicab certificate, license, or permit as required by ordinance, but do not have that valid authority to operate.
 - ii. Inform any business not having valid authority to operate that it is in violation of law.
 - iii. Within 60 days of informing the business pursuant to paragraph (ii.), institute civil or criminal proceedings, or both, under its regulations or refer this matter to an Agency within which the business operates.
 - b. For purposes of this section: “Advertises” means any action described in subdivision (b) of Government Code § 53075.9.
- 14. Termination of telephone service utilized by taxicabs operating without proper authority; Enforcement by local agencies; Notice; Timely protest; Hearing.**
- a. Pursuant to and within the authority of Government Code § 53075.8, the MGSA enacts the following regulations.
 - b. For purposes of this section, a telephone corporation or telegraph corporation, or a corporation that holds a controlling interest in the telephone or telegraph corporation, or any business that is a subsidiary or affiliate of the telephone or telegraph corporation, that has the name and address of the subscriber to a telephone number being used by a unauthorized taxicab operator shall provide the MGSA, or an authorized officer or employee of the MGSA, upon demand, and the order of a magistrate, access to this information. A magistrate may only issue an order for the purposes of this subdivision, if the magistrate has made the findings required by paragraph (ii.) of subdivision (f).
 - c.
 - i. In addition to any other remedies that may be available by law, if the MGSA determines that a taxicab transportation service has operated within the County of Marin in violation of a city or county ordinance adopted under Government Code Section 53075.5 or the Marin General

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Services Authority Taxi Regulation Program, the MGSA may notify the taxicab operator that the MGSA intends to seek termination of the operator's telephone service. The notice shall be sent by certified mail to the operator at the operator's last known mailing address. If the MGSA is unable to determine the operator's mailing address, the MGSA shall post the notice for at least 10 calendar days.

- ii. The notice shall contain sufficient information to identify the taxicab transportation service, to inform the taxicab operator of the alleged violations of the ordinance or regulations, and the procedures for protesting the allegations contained in the notice.
- d. The taxicab operator, within 10 calendar days of the date of the notice, may contest the allegations contained in the notice by filing a written protest with the MGSA. The MGSA shall schedule a hearing on the protest within 21 calendar days of receiving the protest.
- e. The Board of the MGSA, or any person or persons as may be designated by the Board, shall hear the protest. The MGSA shall have both the burden of providing that the use made, or to be made, of the telephone service is to hold out to the public to perform, or to assist in performing, services as a taxicab transportation service, and that the telephone service is being, or is to be, used as an instrumentality, directly or indirectly, to violate, or assist in violating, the applicable ordinance or regulation. The taxicab operator, or his or her designated representative, shall be allowed to present evidence to answer or refute any allegations presented to the MGSA. The Board or designated person may continue the hearing from time to time. Within 10 calendar days of the close of the hearing, the MGSA shall issue a written decision to uphold or reject, in whole or in part, the allegations contained in the notice. If the MGSA upholds the allegations in whole or in part, the written decision shall state either that the allegations are sufficient to justify seeking termination of the taxicab operator's telephone service, or that the allegations are not sufficient.
- f.
 - i. If the MGSA does not receive a timely protest, or, after a protest hearing held pursuant to subdivision (e), the MGSA has determined that the allegations are sufficient to justify seeking termination of the telephone operator's telephone service, the MGSA may seek termination of the taxicab operator's telephone service as provided in this section.
 - ii. A telephone or telegraph corporation shall refuse telephone service to a new subscriber and shall disconnect telephone service of an existing subscriber only after it is shown that other available enforcement remedies of the MGSA or its member agencies have failed to terminate unlawful activities detrimental to the public welfare and safety, and upon receipt

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from any authorized officer or employee of the MGSA of a writing, signed by a magistrate, as defined by Sections 807 and 808 of the Penal Code, finding that probable cause exists to believe that the subscriber is advertising or holding out to the public to perform taxicab transportation services in violation of the applicable ordinance or regulation, or that the telephone service otherwise is being used or is to be used as an instrumentality, directly or indirectly, to violate or assist in violation of the laws requiring a taxicab operator to have valid operating authority. Included in the writing of the magistrate shall be a finding that there is probable cause to believe that the subject telephone facilities have been, or are to be, used in the commission or facilitation of holding out to the public to perform taxicab transportation services in violation of the applicable ordinance or regulation.

- g. The telephone or telegraph corporation, immediately upon refusal or disconnection of service in accordance with paragraph (2) of subdivision (f), shall notify the subscriber in writing that the refusal or disconnection of telephone service has been made pursuant to a request of the MGSA and the writing of a magistrate, and shall include a copy of this section, a copy of the writing of the magistrate, and a statement that the customer of the subscriber may request information from the MGSA concerning any provision of this section and the manner in which a complaint may be filed.
- h. The provisions of this section are an implied term of every contract for telephone service and a part of any application for telephone service. Applicants for, and subscribers and customers of, telephone service, have, as a matter of law, consented to the provisions of this section as a consideration for the furnishing of the telephone service.
- i. As used in this section, the terms “person,” “customer,” and “subscriber” include the subscriber to telephone service, any person using the telephone service of a subscriber, an applicant for telephone service, a corporation, a limited liability company, a partnership, an association, and includes their lessees and assigns.
- j. As used in this section, the following terms have the following meanings:
 - i. “Telegraph corporation” has the same meaning as specified in Section 236 of the Public Utilities Code.
 - ii. “Telephone corporation” has the same meaning as specified in Section 234 of the Public Utilities Code.

15. Other Remedies. The remedies set forth in this section are not exclusive.

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Each Agency has the authority to enforce the provisions of the Program within its jurisdictional boundaries in accordance with the applicable provisions of its own Municipal Code.

16. **Amendment.** The MGSA retains the right to amend this Program and the regulations set forth herein at any time.

ATTACHMENT 1

MGSA Taxi Regulation Program Fee Schedule

Company Permit (One-Year Permit)	\$1,000*
Vehicle Permit (One-Year Permit per Vehicle)	\$1,000*
Driver Permit (<u>Two-Year Permit</u>)	\$50
<u>Transfer of Active Vehicle or Driver Permit</u> (for remainder of term)	<u>\$50</u>

* Permits are issued for a calendar year. Fees for permits which are issued mid-year will be pro-rated based on the remaining number of months in the year of issuance.



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MEMORANDUM

DATE: July 9, 2020

TO: MGSA Board of Directors

FROM: Michael S. Frank, Executive Officer

SUBJECT: Community Media Center of Marin's (CMCM) Annual Plan and Budget for Fiscal Year 2020/21

Recommendation

Receive presentation and consider CMCM's Annual Plan and Budget for FY 2020/21 and provide any feedback for their consideration.

Discussion

On July 1, MGSA assumed the responsibilities of the Marin Telecommunications Agency (MTA) which was dissolved on June 30th. MGSA created a program called the Cable Television Franchise Public, Educational and Government Access Program. One of the responsibilities relates to the annual plan and budget of the CMCM.

The MTA and CMCM entered into an amendment to the 2014 Dedicated Access Provider (DAP) agreement on May 13, 2019 whereby the MTA designated the CMCM to operate and manage the PEG access facilities, equipment, channels and media center. The DAP is attached for your information. This continuing agreement required the CMCM to provide the MTA annual reports including an informational presentation on their Annual Plan and Budget. This informational presentation is an opportunity for the MGSA Board of Directors to hear and comment upon CMCM's plans.

The Annual Plan and Budget describes the activities and programs planned for FY2020/21 with funds and other resources to be provided or generated by PEG fees and other revenue. Key elements of the Annual Plan include:

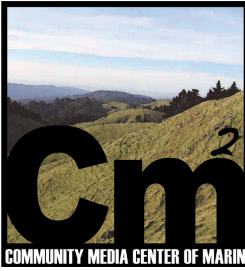
- A statement of the anticipated number of hours of PEG access programming to be cablecast divided among the public, education and government channels.
- Training classes to be offered.
- Promotional activities planned by CMCM.
- Other activities planned by CMCM.
- The operating and capital equipment and facilities budgets which show the projected revenues and expenditures for 2020-2021, planned capital improvements and planned equipment purchases of new or replacement equipment.

Michael Eisenmenger, Executive Director of CMCM will present the Annual Plan and Budget. Mr. Eisenmenger delivered a similar presentation at the last MTA Board Meeting June 10, 2020 and at the CMCM Board Meeting June 25, 2020.

As per the DAP Agreement, which was transferred to MGSA from MTA in its entirety, MGSA reviews the Annual Plan and Budget and may request additional information to ensure that CMCM is complying with and implementing the requirements of the DAP Agreement.

Attachments

- Attach D1: CMCM's Proposed Annual Plan and Budget FY 2020-21
- Attach D2: CMCM's FY 2018/19 Annual Report
- Attach D3: Dedicated Access Provider (DAP) agreement



MARIN TELECOMMUNICATIONS AGENCY

555 Northgate Drive, Suite 102
San Rafael, CA 94903
(415) 446-4427
Jean A Bonander, Executive Officer



**Community Media Center of Marin
Annual Plan and Budget 2020/21**

To the MTA/MGSA Boards,

June, 2020

The following narrative elements outline our Board's ongoing plans as defined and required by the DAP agreement. In addition to the Annual Plan and Budget, the required Two Year Capital Plan is attached.

This will be the first Budget/Capital Planning report shared with the MGSA Board. These reports are required for submission under the current DAP agreement and you will find only minor changes from year to year. CMCM's mission and related fiscal expenditures change little from one year to the next since we've always maintained a continuity in staffing and service to our communities and government entities.

Sincerely,

Michael Eisenmenger
Executive Director CMCM



Community Media Center of Marin Annual Plan and Budget 2020/21

The Community Media Center projects a budget for the 2020/21 fiscal year consistent with recent years. As in past years, our largest budget items continue to be salary related, particularly as government and fee-for-service production work continues to increase requiring additional part time staff.

CMCM continues to operate under modest budgets and as a result we have maintained a stable financial outlook. Despite the FCC uncertainty and the current Covid-19 pandemic, the coming year looks positive across all the sectors CMCM serves and we anticipate more continued positive outcomes.

The Media Center has been closed to the public as required by the 'stay in place' order, though just this week we began offering curbside equipment checkouts. Despite this, staff have been very busy handling the myriad of technical challenges of the many remote government meetings and fortunately we have kept all jurisdictions on the channels with both live and recorded playbacks. CMCM received PPP funding to cover salaries during a portion of this period and expect that loan will be forgiven. While it's too early to celebrate, we are happy our staff has remained healthy and paid during these difficult time, we are luckier than many and for that we are grateful.

PEG Programming

The previously submitted CMCM **2019/20 Annual Report** outlined programming statistics across all channels for that fiscal year in more detail. Our current plans are to continue these efforts with an ongoing focus to further developing our youth and education program. We anticipate no other changes from our prior fiscal year.

The Community Channel

No changes are planned for programming content as the Community Channel is largely dependent on programming that Marin residents produce, provide or request to be aired. The Community Channel continues to feature a number of well-produced local and national programs. Local programming is cyclical, but the number of regularly produced series and specials has remained consistent over the years. Residents produce programming in the field and at the CMCM utilizing the media center's facilities.

In the new fiscal Year, CMCM will add a smaller studio for residents and other users in addition to the larger professional studio available. The small studio will accommodate up to three people and be simplified for host operation, eliminating the need for a support crew. We anticipate this will primarily be used as a Zoom/Skype video conference studio that will have live cablecast and internet streaming capability for podcasting.

The Governmental Channel

Additional cities and agencies continue to expand their usage of the Government Channel. This increases our locally produced municipal programming making this by far our busiest channel, both in amount of content produced and in staff time devoted to it. The majority of MTA's member jurisdictions now air their meetings on the Government Channel. The channel currently carries meetings from San Rafael, San Anselmo, Mill Valley, Larkspur, Novato, Fairfax, Sausalito, Corte Madera, County of Marin, Marin Clean Energy, Ross Valley Sanitary District, Tam School Board, MMWD, LAFCO and First 5 Marin. In addition to cable scheduling, CMCM provides production services for many of these jurisdictions that includes archiving.

The Educational Channel

No major changes are anticipated to Educational programming content types. The Education Channel was launched in 2010 on Comcast Channel 30 and remains a channel of diverse educational content for youth and seniors. Of the county schools, Dominican University remains the most responsive, providing a regular lecture series, occasional special events and sports coverage made possible through support by CMCM.

We also receive occasional local content from Tam High, Drake, Redwood, Marin Academy and San Rafael High. We also produce the youth oriented Marin IJ Lobby Lounge as well as provide coverage of Marin Youth Symphony concerts. Through our youth-driven Media Academy program we also generate additional local content, which can include coverage of local conferences and workshops among other local events. The Summer Sports Broadcast Camp will be canceled this year due to the C-19 closure of the San Rafael Pacific's regular season.

CMCM staff continue to seek out other quality educational programming from external sources. Content still includes lectures and courses from Yale University, Stanford, National Gallery of Art, Commonwealth Club, Ted Talks, Ink Talks and many others (all free to air). In addition, we seek out local, national and international conference videos on topics of relevance to Marin residents.

CMCM Training: Courses and Frequency

CMCM training courses began in July 2009 and we have continued the foundation courses regularly to date. The courses range from a single-session class to four sessions spread over several weeks. We currently offer five basic foundation courses that are required for usage of most equipment. The frequency of the foundation courses are a requirement of the current DAP agreement. After initial high demand when the center opened, enrollments in the foundation courses have steadily leveled off. To address this and increase interest, CMCM created different advanced and specialty courses under the moniker 'Ask the Experts' which are now offered throughout the year to present a wider array of learning opportunities to the community with many courses led by working professionals.

CMCM also does specialized trainings and tours for organizations and schools that come to us, including several youth groups engaged in programmatic projects involving media production.

In addition to formal coursework, CMCM members continue to hold monthly *Media Mixers*, which strengthen the work of our community of users. The mixers also include presentations/workshops organized by members on a variety of subjects and are open to all.

CMCM Promotional activities

We are continuing with the majority of the outreach plans as identified by the CMCM Board in past reports to the MTA. Outreach is performed by existing CMCM staff with input from the Board:

- On-air and online promotions for CMCM membership and donor support, special events and courses.
- A bi-weekly Marin IJ advertising campaign made possible through our collaboration to produce programming.
- Non-profit workshops, Center tours, presentations at schools and meetings to orientate and educate the non-profit community in using CMCM resources.
- Targeted outreach to the business community to seek underwriting support for the channels and youth projects.
- Continued social media use including our website, Facebook, Twitter feeds and local online calendars.
- Coordinated increased visibility through attendance to more community events, the County Fair (cancelled for 2020), EcoFest and other local programming opportunities that we present on the channels.
- Ongoing popular exhibition series in our space at 819 A Street, which has grown to include artists from throughout the Bay Area.
- A free bi-monthly one hour comedy show featuring a range of Bay Area stand-up comics that later airs on Marin TV.

CMCM 2020 /21Budget

CMCM's budget for 20120/21 is consistent with last year, showing a modest growth in some expenses and reductions in others. The total budget is in keeping with projections made several years ago (actually lower). Increases for this year also include a bump in healthcare, insurance and lease costs as well as an anticipated increase in ongoing equipment repairs/replacement. We do show a decline in PEG fees from the prior year but anticipate an increase in fee for service income will help make up the difference.

The CMCM Board has been planning for future capital equipment upgrades through 2025, including the necessary stewardship to rebuild and protect a Capital reserve that will ensure the stability for PEG services over the coming decade (provided that PEG fees remain available). Anticipated Capital Expenditures are outlined in the Capital Budget report.

City Capital Equipment Fund and Upgrades

Current and future funding for city installations is budgeted from PEG fees with new installations and upgrades planned carefully from that finite source of funding. This past year we completed two new installations for the City of Sausalito and MMWD and this year plan for two upgrades for San Anselmo and Larkspur. These upgrades will complete the HD upgrade across all cities requesting video service.

In addition to these two upgrades, we are still planning for new network encoder installations across all cities to carry the HD signal from council chambers back to CMCM across Midas for live and delayed cablecast (albeit in down-converted SD). This will enable recording and archiving of the broadcast quality program to our digital archive in HD, as well as making past meetings available on our video-on-demand system.

The systems installed by CMCM are virtually identical to better facilitate efficient and consistent staffing for our production services. CMCM also keeps spare replacement equipment on hand so in the event of a hardware failure, the equipment can be quickly replaced without disruption to future meeting coverage. To date, meetings have not been missed due to equipment failure.

Moving Forward, Potential Surprises

The 2020/21 fiscal year has two potential uncertainties that would endanger the current budget projections and possible the future of PEG services in Marin County.

The first and most serious would be continued FCC actions to deregulate cable franchising and further threaten and reduce City franchise fees and eliminate PEG fees. The FCC order of last year is still undergoing court challenges and the impact on States with state-wide cable franchising are more minimal than others. We don't anticipate California cities and PEG operations to be greatly impacted at present, but that could easily change in the event of further FCC action.

The second uncertainty is consumer 'cord cutting' as Cable operators move to push subscribers to online streaming services not bound to cable franchising regulations and fee structures. We have seen less consumer movement in this regard than other cities and urban areas around the country, partly due to the age demographics of Marin County. However, we do anticipate these changes will be inevitable as cable operators continue seek to separate their consumer offerings from federal and local regulations. The CMCM board is cognoscente of this eventually and is planning for the future accordingly.



CMCM ANNUAL BUDGET (July 1, 2020 - June 30, 2021)

OPERATING REVENUE	2020/21
PEG Fees*	740,000
Additional Interest Income / Dividends from reserve	10,000
Prod. Services Income & City Meetings	155,000
Other Income (grants, donations)	20,000
Course/Membership Related Fees	16,000
iNet/Midas Reimbursement	18,000
Total Revenue	959,000

EXPENSES	
INET/Midas Cost	18,000
Facilities Lease/Utilities/Expenses	100,000
Equipment Purchase/Repair/Rental	15,000
Office/Business Expense	8000
Advertising/Promotion	5000
Professional Services (CPA, Legal, Etc.)	20,000
Event Expenses	5000
Insurance Expenses	14,000
Salaries	550,000
Benefits/Payroll Taxes	125,000
Travel, Meeting & Staff Development	4000
Total Expenses	\$864,000

Operating Surplus/(Deficit) Before Cap Equip	\$95,000
City Capital Equipment Replacement	\$(80,000)
Total Balance	\$15,000

Notes

*Note, estimate based on 1Q 2020 fees.

2020/21 Depreciation, estimated at 205,000, not included on this budget overview.

CMCM Capital Planning 2020-22

OVERVIEW

The purpose of this plan is to provide an overview of the capital resources required to support the continued operations of the Community Media Center. This includes overall capital and facilities expenses necessary to operating, and maintaining the Community Media Center and the three Marin TV PEG channels. Any dollar amounts included in this document are estimates only and are not intended to represent the precise cost that will be incurred to purchase or replace a specific type or category of equipment. The Community Media Center of Marin ("CMCM") uses Generally Accepted Accounting Principles to determine items that are to be included as capital expenses.

For clarity, this is a Capital Equipment Replacement Plan for the equipment essential to meeting the requirements of the DAP agreement with the MTA. CMCM maintains a capital equipment replacement fund for this purpose. Capital equipment is necessary to provide a facility and services to the members of the public, to municipalities and schools as well as the costly head end equipment necessary to operate three cable TV channels. This should not be confused with a 'capital campaign' which is common to non-profits that are expanding their mission or engaged in building projects. This is also distinct from the capital costs contained within our annual budget which typically accounts for facility related costs, utilities, repairs, and minor equipment replacement.

CATEGORIES OF EQUIPMENT AND PAST EQUIPMENT REPLACEMENT AND UPGRADES

CMCM completed its first full capital equipment replacement cycle between 2013-2018 at a cumulative cost of over \$600,000. Virtually all the equipment for distributed access services and our master control head-end were replaced during this time. The span of years corresponded to the varying lifespan of the equipment being replaced and to the availability of CMCM staff to complete the purchases and integration of new equipment. With the exception of our master control equipment which has no available downtime, CMCM staff do all work associated with specifying equipment types, purchasing, inventory and installation. As the Media Center upgrades were winding down, we began the cycle of upgrading the distributed access origination points in city council chambers to HD, replacing the SD equipment we had begun installing in 2011.

The CMCM equipment must be replaced as it reaches the end of its useful life. For purposes of projecting equipment replacement, the equipment packages are classified into the following eight groups that reflect the useful life span of the equipment. Dates indicate the year of the most recent replacement.

- Field Production Equipment Packages 5yr (2015)
- Staff Video Editing and Post Production 5yr (2017-18)
- Mobile Multiple-Camera Field Production System(s) 5yr (2017)
- Video Editing/Multimedia Lab 5yr (2013)
- Office and Media Center Furniture 7yr (ongoing)
- Production Studio 7yr (2015 less cameras)
- Master Control/Channel Operation System 7yr (2016)

- Distributed Access Origination - Council Chambers 7yr (ongoing)

Technology upgrades are essential to CMCM as software upgrades outpace hardware capabilities and video technologies advance. While we have no incentive for spending on the latest and greatest expensive toys of the tech world, we do attempt to maintain relevance while servicing the equipment needs necessary for professional production.

Capital Planning - Going Forward

CMCM has maintained an internal capital equipment planning document for years, tracking anticipated revenue streams with anticipated capital expenditures for equipment replacement. This living document can be updated by staff and board as circumstances change to better plan for needed upgrades and to adjust annual budgets. Until this year this planning document, looking as far forward as 2024/25, was a coherent and easily achievable plan given reasonable assumptions.

Yet circumstances became more unstable and unpredictable with the recent FCC order. The anticipated response by cable operators has created the most chaotic regulatory environment this public interest sector has experienced since its launch in the late 70's. At present, the FCC order has not affected California PEG centers and there are legal challenges pending in the courts, hopefully delaying full implementation until after the 2020 elections.

CMCM is choosing to delay any major upgrades to general Media Center equipment until a semblance of stability returns to the cable franchising regulatory environment. Once a more coherent future can be discerned, we will adapt and plan accordingly. In the meantime, we will repair equipment when possible and replace items only when necessary. The small studio we are planning to install is a minor cost, utilizing much existing equipment on hand. We are proceeding with our planned upgrades to the remaining city council facilities that were in line for HD upgrades (San Anselmo and Larkspur). Unless there is an advantageous revenue stream attached to other new capital purchases, we will delay major purchases for the time being.

2020-22 Upgrade Planning

Media Center Video Editing / Multimedia Lab Upgrades

The lab is used for instruction and member video editing and online projects that provide content for the channels. In 2013 CMCM needed to replace the existing twelve iMacs to accommodate the newest version of Final Cut X and to enable adequate processing power for HD footage. The surviving older computers were repurposed around the center.

While these computers are now seven years old, they still are serviceable and can be put to their intended use for the time being. Several have needed hard drive replacements which staff perform in house.

Replacement Cost: \$40,000 (status – delayed)

Media Center Production Studio (remaining upgrade)

The control room portion of the Media Center production studio was upgraded in 2015 but the studio cameras and lighting were retained and are still in use. Though slated for replacement in the last replacement cycle, these cameras purchased in 2009 still meet our minimal HD standards and have been relatively trouble free. Now 11 years old, it would generally be advisable that they be replaced. However, we will delay replacement until the cameras exhibit issues or become unserviceable.

Estimated Cost: \$45,000 (status – delayed)

Media Center Field Production Equipment

This includes field cameras and related accessories, microphones, tripods, lighting gear etc., this equipment is most prone to failure from normal use. It is recommended to replace equipment that has already been subject to repeat repairs, while maintaining some kit elements such as camera bags, attachments, etc.

These cameras had a previously planned replacement cycle in 2020 that can be delayed a bit longer. The majority of the existing cameras and accessories have survived frequent member use with minor repairs and accessory replacements. Newer cameras available would offer few advantages over these older models so there is no technological incentive to upgrade yet. CMCM does not acquire video in 4K resolutions as this requires faster computer processing for editing and excessive storage capacities unaffordable to the majority of our users. In addition, Comcast and AT&T still refuse to provide PEG channels with HD channel carriage so there is little incentive to produce content at higher 4K resolutions when it will eventually be cablecast to subscribers in the low standard resolutions of the television produced 20 years ago.

This category replacement will be delayed indefinitely and not until lab computers are upgraded first.

Estimated Cost: \$45,000 (status – delayed)

Media Center Multi-Cam Field Equipment

Multicamera switcher and accessories for use in recording/ live streaming large events. No planned upgrades until 2022. Current equipment serviceable for our needs at present.

(status – 2022)

Master Control – Channel Operation Equipment

Head-End Equipment for PEG channel operation, program archiving and web streaming. No major upgrades until 2023 or beyond. Current equipment is serviceable and reliable. Some disposable items will need to be purchased as required (hard drives, LTO Data Tapes, etc). We did add some equipment during the Covid-19 Stay in Place to enable remote management and live transmissions of City/County meetings via Zoom and WebEx. As a result there has been no disruption in our ability to deliver these meeting to residents.

(status – 2023)

Media Center Office/Furniture

No Planned upgrades, furniture is replaced as necessary. Office equipment (printers, computers, carpeting) are suitable for several more years of service.
(status – 2022 or as needed)

Staff Video Editing and Post Production

Equipment used by staff for administering public services, channel operation and government meeting post production. This equipment received upgrades through 2017 and are currently adequate.
(status – 2023 or as needed)

Distributed Access Origination – City Facilities

CMCM will continue with the HD upgrades of existing city facilities in future fiscal years in addition to any new facility requests should Ross, Belvedere or Tiburon decide to move forward with cable/webcasting their meetings. CMCM keeps spares of all equipment types installed in city locations so that emergency replacements of any failed equipment can be immediate with no interruption to meeting archives.

In addition, encoders for sending city streams to CMCM for live cablecasts will be upgraded at all locations. This will enable HD acquisition at CMCM's master control and slightly higher quality live cablecasts.

2020/21 San Anselmo / Larkspur Upgrade

TOTAL \$80,000 (status – active)



2018-19 ANNUAL REPORT



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Community Media Center of Marin Annual Report July 1, 2018 – June 30, 2019

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Attachments (electronic)

- A. Current inventory of equipment used to provide PEG programming
- B. Position Descriptions (no change from previous year)



November 2019

We are pleased to submit the tenth annual report for the Community Media Center of Marin for the period July 1, 2018 - June 30, 2019. This report represents the tenth year of the organization and the ninth full year of operations for the Community Media Center and Marin TV PEG channels. We went on the air June 15, 2009 and opened the Community Media Center on June 30 of that same year.

This year the media center was consistent with recent years in terms of membership activity and equipment usage. Programming levels remain consistent across the three channels with Government continuing to provide the most hours of new programming. Having completed our first capital replacement process, we are continuing to upgrade installations in the many cities we serve. Having upgraded San Rafael and Fairfax, We now have Sausalito slated for Dec 2019 in addition to a new install at the Marin Municipal Water District. We hope to then move on to San Anselmo and Larkspur for HD upgrades.

This was the second fiscal year of CMCM receiving the full amount of PEG fees from Comcast (1%). The increase in fees will continue to cover ongoing equipment repairs/replacements and allow the center to build a capital equipment reserve budget for the next round of major equipment replacements. However, the FCC, at the insistence of cable operators, is now moving forward with new orders and rule changes that pre-empt the legislative provisions for PEG in the Cable Act of 1984. While we anticipate no immediate hardships that would negatively impact our fiscal status, the reckless deregulatory actions of the current FCC are a cause for concern for us as well as cities and PEG centers around the country. We anticipate that these and other issues will be addressed in the courts and eventually in the 2020 elections.

Despite the dark FCC cloud, the CMCM Board and staff are grateful to the MTA members for their continued support and we look forward to working together as we face the opportunities and challenges of the coming year.

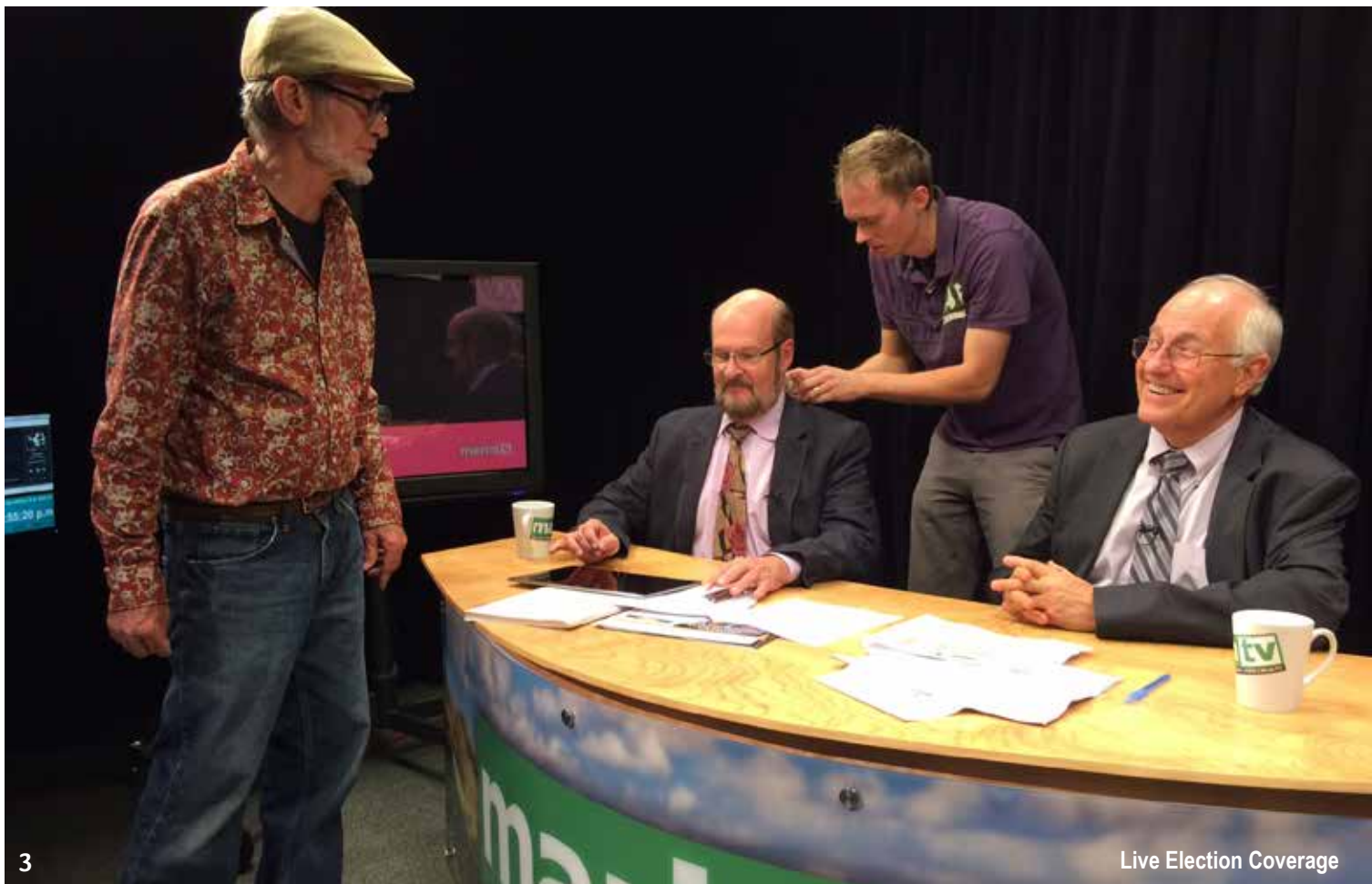
Sincerely,

Michael Eisenmenger
Executive Director





The Imam and the Pastor



Live Election Coverage



CMCM Membership

CMCM was formed as a membership organization with five member-elected board positions. CMCM holds the annual member meeting and elections for open positions in October.

CMCM annual membership costs continue at a \$35 membership fee for individuals and \$25 for students/seniors. Organizational memberships are also available. Membership enables residents to take courses (for modest fees) and when certified, use the equipment for free. Information and forms are available on the website for individuals and organizations interested in memberships.

Residents typically become members to utilize the center's services and equipment. We now offer opportunities for those wishing to support the work of CMCM without becoming a member. The center hosts far more individuals and groups than just the membership, and hundreds more come through the center for programs and events annually.

CMCM Membership Totals

(July 1, 2018 through June 30, 2019)

Individual Members: 201

Student/Senior Members: 50/72

Organizational Members: 23

Total Membership for year: 346*

** Total membership reflects the annual total over the year.*

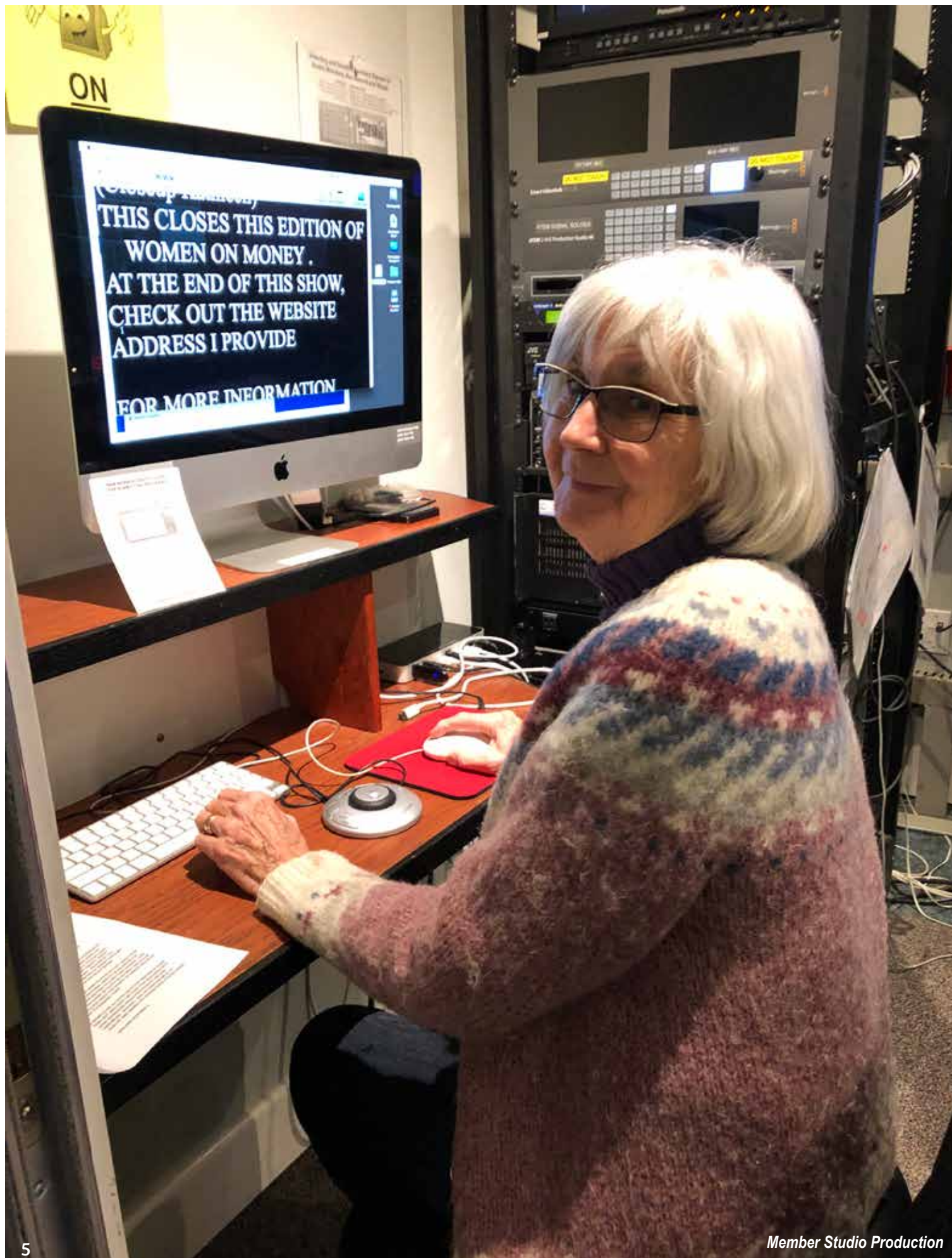
Hours of Operation

CMCM is presently open to the public Tuesday through Thursday 2:00–9:00PM, Friday and Saturday 11:00AM–6:00PM. We open and close late to accommodate the schedules of many of our users. In addition, the facilities are available by appointment on Mondays and after 9:00AM on other weekdays for fee-for-service productions and meetings. We stagger some of our FTE staff time so the facility can be available as much as possible. At present we haven't experienced any problems that would necessitate expanding our public hours.

346 members from all over Marin County

Individual Member Breakdown by City:

Belvedere	1	Point Reyes	1
Bolinas	2	Ross	4
Corte Madera	14	San Anselmo	27
Fairfax	27	San Geronimo	1
Forest Knolls	4	San Quentin	1
Greenbrae	7	San Rafael	105
Kentfield	9	Sausalito	15
Larkspur	11	Sebastopol	1
Marin City	1	Tiburon	9
Mill Valley	36	Woodacre	5
Novato	40	Other	25



CMCM Certification and Training

Marin residents who would like to participate in the creation of community media programming first attend a free monthly orientation at CMCM. If a resident decides to move forward, they can secure a membership and begin taking workshops toward equipment certification. Once certified in an area of expertise, they can freely reserve equipment for field use, editing time and studio time. Equipment reservations are made online via our website.

Training is intended to provide a basic working knowledge of the equipment at hand to get new producers started. Advanced and specialty courses are also offered to those wishing to further their knowledge and experience. members with previous experience can opt to test out of full courses with a special orientation to determine proficiency and brief them on procedures.

CMCM also offers non-member courses for residents wishing to learn production techniques without using the center's equipment.

Current Core Workshops

Our Basic Core/Foundation courses, which are offered regularly, include:

Orientation (free): A 90-minute overview of CMCM and our basic services and offerings and a tour of the facility. Attendees are provided with a member handbook of policies and procedures that are reviewed in the orientation.

Basic Field Camera Production (\$105): A three-session course (9 hours). Learn basic shooting, audio recording, and production skills to create quality programs.

Intro Final Cut Pro X

(\$105): A three-session (9 hours) hands-on course that teaches students how to perform basic editing functions using the Final Cut Pro user interface.

Basic Studio Production

(\$140): A four-session course (12 hours) in studio production covering all aspects of the Marin TV studio.

Current Advanced Courses

With basic skills, users can also pursue more advanced course offerings.

Pre-Production

(\$35) One-session (3 hours)
The first stage of video production is the planning phase, and it is easily the most important.

Multi-Camera Field Production with the Black Magic System

(\$105) Three sessions (9 hours)
Learn how to use the BlackMagic switcher and recorders to produce multi-camera coverage of an event on location.

Three-Point Lighting

(\$35) One session (3 hours)
This course teaches the basic principles of three-point lighting and how to achieve greater stylistic control when shooting in the field.





Member Studio Production



Special Course Offerings

Over the year, CMCM offers unique or advanced courses based on need and demand, most courses are open for members and non-members.

Get Your Show to Stations Nationwide

Expand your audience! Takes video producers through the process of uploading content to PegMedia.org, where it is available to community access stations across the USA.

The ABCs of Audio

Learn about the physics of sound, signal flow through the audio chain, and how to capture the best possible audio for your recordings.

Get Your Video in Festivals & Competitions

Go for the gold! Information and insights about how to get videos the recognition they deserve.

Maximize Your Social Media Impact

Step up your social media game! Get clarity on how producers create space for their brands to live and thrive on the Internet.

Voice-Over Narration

Enhance videos with the magic of narration! This lively interactive session gives students the opportunity to explore their own narration abilities.

Introduction to Adobe After Effects

Make your videos outstanding with animation! Learn about the industry's application of choice for digital visual effects, motion graphics, and compositing.

Secrets of Set Styling

Using the Marin TV Studio, students learn how even a small budget and bare-bones design can translate into a look and feel that can help build your own brand.

Breaking the Ice

Drama games, exercises, tools and tips for physical warm-ups, group dynamics, and encouraging creativity, spontaneity, and ease in everyday life.

Elements of Good Editing

Editors can make or break a show. Understand why editors make cuts and how they tackle different genres: drama, comedy, documentary, music videos, commercials, and more.

All That Jazz

Providing the right music for a movie is as crucial as choosing the right locations or costumes. Watch and discuss clips from films highlighting jazz in music scores.



40 courses offered for 285 attendees

TRAINING



Social Media Workshop

Training and Certification

Course	Classes offered	Attendance
Orientation	12 (1.5 hours)	95 registrations
Basic Field Camera	6 (3 sessions, 9 hours)	33 certifications
Final Cut Pro X	11 (3 sessions, 9 hours)	43 certifications
Studio Production	4 (4 session, 12 hours)	21 certifications
Special Courses	6 (1 session)	68 attendees
Other Advanced Courses	2 (1-3 sessions)	25 certifications
Total	40 orientations/courses	285 participants

CMCM Equipment and Facility Usage

Marin residents who become CMCM members and pursue training to be certified in equipment usage can then reserve and check out equipment for free.

Equipment Available for Checkout:

- 12 Sony X70 cameras with tripods, mics, batteries and flash recorders
- 8 wireless microphone systems
- 30 wired microphones, (lav, hand-held)
- 4 field lighting kits
- 2 BlackMagic ATEM switchers (studio in a box) with cables and peripheries

In-House Reserved Equipment:

- 12 Edit Computer Stations (iMacs)
- Full HD Production studio (4-camera robotic digital studio)
- Dub system (for transferring SVHS, Beta, U-matic, Hi8, DVCAM tapes to DVD or hard drive)
- Private Edit suite for use by two or more persons on a project.

Equipment Usage

Type	# Reservations	# Hours	In kind value
Field Camera Kit	242	1936	\$96,800
Editing Reservations	764	2292	\$91,680
Studio Reservations	331	993	\$248,250
Switcher Checkouts	12	120	\$48,400



Middel School Class



There were 3326 programs/series for 8169 hours of community programming
COMMUNITY CHANNEL 26



Member Equipment Checkout



Field Production Class

The Community Channel (26) through June 30, 2018

With content that ranges from local events, films and documentaries, cooking, gardening, music, the arts, news and public affairs, the Community Channel cablecasts the widest variety of local programming specific to Marin County interests. Over the course of the last year, there were 3326 program/series cablecast, which accounted for 8169 hours of total programming. There were 79 regular program series (weekly, bi-weekly or monthly) submitted or produced by local Marin residents. In addition, there were 1420 special programs scheduled on the channel. A breakdown of program categories is below. Note that much of our youth programming airs on the Education Channel and not the Community Channel.

Arts		Documentary	
Total Episodes:	200	Total Episodes:	416
Total Airdates:	5597	Total Airdates:	1677
Educational		International	
Total Episodes:	484	Total Episodes:	111
Total Airdates :	1823	Total Airdates:	305
News/Public Affairs		Seniors	
Total Episodes:	365	Total Episodes:	10
Total Airdates:	1852	Total Airdates:	49
Inspirational/Religious		Comedy	
Total Episodes:	111	Total Episodes:	56
Total Airdates:	305	Total Airdates:	358
Spiritual/Lifestyle		LGBT	
Total Episodes:	280	Total Episodes:	41
Total Airdates:	868	Total Airdates:	41
Health		Performing Arts	
Total Episodes:	240	Total Episodes:	135
Total Airdates:	1132	Total Airdates:	4873
Children/Youth		Sports	
Total Episodes:	9	Total Episodes:	4
Total Airdates:	29	Total Airdates:	10
Entertainment		PSAs	
Total Episodes:	228	Total Episodes:	152
Total Airdates:	874	Total Airdates:	21836
Political		Community	
Total Episodes:	94	Total Episodes:	339
Total Airdates:	344	Total Airdates:	4939



Field Shoot for MCE Retreat



Anne arrives early for LWV Debate

There were 684 programs/series for 8066 hours of government programming

GOVERNMENT CHANNEL 27

The Government Channel (27) through June 30, 2018

There were 684 Programs/Series for 8066 hours of programming on the Government Channel. Programs are cablecast live from the Civic Center, San Rafael, Mill Valley, Sausalito, San Anselmo, Fairfax, Novato and Larkspur with scheduled repeats in the subsequent days/weeks. The Center also airs the meetings of San Rafael, Corte Madera, Marin Clean Energy, LAFCO, RVSD, Commission on Aging and the Tam School Board. As the amount of Government Channel programming continues to accumulate, many live meetings spill over onto Channel 30 to accommodate as many as possible.

This year we continued our HD upgrade path for city installations. We upgraded audio and video equipment in Fairfax and were prepared to start in Tiburon. At this writing, CMCM is contracted for an installation at MMWD and will launch a new installation in Sausalito soon after. Once those are completed, upgrades will be planned for San Anselmo and Larkspur.

Government program	# airings	Government program	# airings
San Rafael City Council	133	Marin County Transit District	111
San Rafael Design Review Board	124	Transportation Authority of Marin	32
San Rafael Planning Commission	100	MCE Board Meeting	55
Mill Valley City Council	108	Fairfax Town Council	82
Mill Valley Planning Commission	99	Fairfax Town Council - Special Meeting	16
Mill Valley Parks and Recreation	71	Fairfax Planning Commission	80
Mill Valley Annual Meeting	1	Fairfax Special Planning	8
Marin LAFCO Board Meeting	30	Corte Madera Town Council	110
San Anselmo Town Council	143	Corte Madera Planning Commission	127
San Anselmo Planning Commission	129	Corte Madera Bicy/Ped Committee	32
Marin County Parks and Open Space	28	Corte Madera Flood Control Committee	38
Marin County Board of Supervisors	142	Corte Madera Park and Rec. Commission	52
Marin County Planning Commission	55	Sausalito City Council	136
Marin County BOS Budget Meetings	21	Ross Valley Sanitary District Meeting	56
Just Cause for Eviction Workshop	3	Novato City Council	51
Marin County Probation Dept. - LIVE	1	Novato Planning Commission	43
Off the Cuff with Jared Huffman	21	Larkspur Town Council	136

The Government Channel carries daily blocks of programming consisting of a rotation of Public Service Announcements (PSA), Emergency Preparedness videos and other short-form content. More than 150 PSAs were scheduled for a total 10,478 airings over the course of the last fiscal year. Marin Cities and agencies are encouraged to submit video content anytime they have programming available.

*There were 1730 programs/series
for 8490 hours of educational programming*

EDUCATION CHANNEL 30



Lobby Lounge in the Marin TV Studio

The Education Channel (30) through June 30, 2019

The Education Channel offerings were consistent with the previous year. CMCM staff continued outreach to schools, universities, and non-profits to seek out additional educational programming. In addition to this local content, the channel also carries lecture courses from Yale, UC Berkeley, and Dominican Universities. The channel also features freely acquired content from UCTV, Pop Tech, INKTalks, Khan Academy, TED Talks, Commonwealth Club and the National Gallery of Art. The channel is additionally used for special programming featuring live specials, local conferences, symposiums, health-related programming and LWV Candidate Debates. Local institutions providing programming for the channel included Dominican University, Marin Academy, Drake ComAcad, Kent Middle School, Bel Aire Elementary, Marin School for the Arts, Marin County Fair and Redwood High.

Selected Educational Programming by Topic Area

Pacifics Baseball Total Episodes: 6 Total Airdates: 18	Kent Middle School Short Videos Total Episodes: 7 Total Airdates: 330
--------------------------------------------------------------	-----------------------------------------------------------------------------

Dominican Sports Games Total Episodes: 8 Total Airdates: 18	GCF Learning Total Episodes: 29 Total Airdates: 3469
-------------------------------------------------------------------	------------------------------------------------------------

TED Talks Total Episodes: 85 Total Airdates: 966	Rompeviento Series Total Episodes: 342 Total Airdates: 1829
--------------------------------------------------------	-------------------------------------------------------------------

Marin County Fair Youth Short Videos Total Episodes: 22 Total Airdates: 77	Pop Tech Total Episodes: 74 Total Airdates: 801
----------------------------------------------------------------------------------	-------------------------------------------------------

Open Yale Series Total Episodes: 20 Total Airdates: 432	UC Berkeley Programs Total Episodes: 68 Total Airdates: 2547
---------------------------------------------------------------	--------------------------------------------------------------------

Marin Academy Music Programs Total Episodes: 20 Total Airdates: 123	Mill Valley Library First Friday Total Episodes: 14 Total Airdates: 39
---------------------------------------------------------------------------	------------------------------------------------------------------------------

Conscious Eating Conference Total Episodes: 11 Total Airdates: 94	Chaos Computer Conference Total Episodes: 40 Total Airdates: 233
-------------------------------------------------------------------------	------------------------------------------------------------------------

Commonwealth Club Total Episodes: 79 Total Airdates: 492	INK Talks Episodes: 26 Total Airdates: 538
----------------------------------------------------------------	--------------------------------------------------



Lobby Lounge - Cubed performs at Civic Center



Marin Communications Forum Total Episodes: 15 Total Airdates: 173	Bioneers Conference Total Episodes: 16 Total Airdates: 94
Marin Symphony Youth Orchestra Total Episodes: 4 Total Airdates: 47	National Gallery of Art Programs Total Episodes: 20 Total Airdates: 264
Dominican Leadership Lecture Series Total Episodes: 52 Total Airdates: 192	Pirate TV Lectures Total Episodes: 30 Total Airdates: 293
Environmental Forum of Marin Total Episodes: 6 Total Airdates: 62	Gov. Debates - League of Women Voters Total Episodes: 7 Total Airdates: 47
SF MOMA Shorts Total Episodes: 71 Total Airdates: 3423	Marin IJ Lobby Lounge Total Episodes: 20 Total Airdates: 267

(cont.) The Education Channel (30)

CMCM’s Education wing continued to work out mutually beneficial projects with partner organizations and schools. Partnerships are designed to increase youth presence in the media center, whether it’s incorporating students into existing trainings or securing funding for special youth-only trainings. Below are some specific examples of such projects and their outcomes during this past fiscal year.

Media Academy

CMCM has launched a new and improved educational program for students to receive professional-quality production training for the 2019-2020 year. CMCM has made this program available to youth in Marin County and throughout the Bay Area. Every student will learn audio & video production, which includes camera operation, studio production, and video editing workshops. This unique program will be filled with fun activities engaging participants in a cohesive and entertaining educational experience. This provides students a wonderful hands-on opportunity to become completely immersed in digital media production. CMCM has incorporated the existing Marin Media Corps (MMC) program to merge with the new Media Academy (MA).

2018 and 2019 Sports Broadcast Camp

CMCM held its annual live sports broadcast camp, covering 7 total games in 2018 and 7 games in 2019 (both seasons took place in June and July of separate fiscal years). The San Rafael Pacifics went undefeated in every 2018 broadcast and won back-to-back Championships in 2018 and 2019. This program continues to be CMCM’s highest profile camp and training.

Daraja Academy

The strong relationship between CMCM and CFI continues to grow into a wonderful partnership with the Daraja Academy, which is a school to educate Kenyan girls who cannot otherwise afford the fees associated with public secondary schools in Africa. Young high school and collegiate women from Marin flew to Kenya to document and take part in a joint-educational program with young women of the same age. CMCM provided workshops for the Marin students to edit, produce, and showcase the Daraja Academy. The collaboration between CMCM, CFI, and Daraja is set to grow exponentially for the following year.

ComAcad

CMCM worked directly with the Marin County Office of Education to provide educational opportunities on a professional production scale for the Communications Academy (ComAcad) at Sir Francis Drake High School. John MacLeod from XR Marin and Omid Shamsapour from CMCM have partnered up with other educators to enhance and strengthen the educational program at Drake High. The projects and films produced by the ComAcad students have been aired on Marin TV.

My Place, My Story

CMCM collaborated with CFI Education to host the summer run of their ‘My Place, My Story’ youth media program. This multi-day series of youth workshops in the Winter, Spring, and Summer of 2019 were facilitated by both CMCM and CFI instructors and took place at CMCM. The films that have been produced are being showcased throughout Marin County and the Bay Area at festivals and events. The Education Directors of CMCM and CFI have developed a strong partnership expected to evolve for years to come.

MarinSEL

The Marin School of Environmental Leadership, in partnership with Strategic Energy Innovations, maintains a flourishing school-community program out of Terra Linda High School. Students engage in project-based learning, many of which utilize media components. CMCM has been involved via a combination of guest lectures and hosting interns at the center. Each of the interns completed 120 hours over the Fall 2018 and Spring 2019 semesters. This partnership continues to grow each year, and we already have two interns for the 2019-2020 school year who and have also signed up for CMCM’s Media Academy education program.

Tam High School

CMCM staff visited Tam twice in this period to help upkeep their multi-camera video equipment, now starting to show its age after initial purchasing in Fall of 2013. The set up is still functional and CMCM made recommendations to Journalism teacher Jonah Steinhart for ways to improve organization and transfer knowledge from older classes to younger.

Performing Stars of Marin

CMCM worked with Felicia Gaston to create a promo video for this flagship youth program for the Marin City area. CMCM partnered up with Performing Stars of Marin to launch the inaugural Media Academy catered to these youth. The students have to become regular crew members to document and produce original content throughout Marin County.



www.marintv.org

CMCM began a web presence since the very beginning of operations and has streamed the channels live and carried dynamic channel schedules since that time. The site continues to be managed entirely in-house by staff who implemented a new set of open source tools to better facilitate our daily operations. The main site also links out to the CMCM Facebook, Instagram and Twitter feeds.

Online Reservations

CMCM members reserve equipment, register for classes, and make payments directly through the site, which also tracks equipment usage and other necessary reporting data. We're using open source software developed by and for the PEG TV community.



On-Air Calendar

We've continued our **on-air calendar** for Marin non-profits, government agencies and others to post notice of local events on the channels. The calendar runs daily on every channel and has hundreds of posts each year. With our recently installed system, this will become greatly improved and more localized. To submit a listing, an individual just has to fill out a simple web form and the posting will go live to the channel - often the same day.



Marin TV On-Demand

CMCM's own in-demand video capability has returned for most programs thanks to the new master control system. The service is tied to our scheduling system and allows users to watch the programs on cable TV at a scheduled time or immediately online. The on-demand streams are full HD, unlike our cable signal which is currently SD. Our online live internet streams also received a similar HD upgrade.





Just a few selections from this past years specials and shorts produced with CMCM staff support.
 (Clickable links if viewing PDF)



Georgia Annwell Gallery

The gallery helps to advance CMCM’s mission of promoting cultural arts, community media, and civic engagement by showcasing the work of established and emerging artists. Public programs such as artist talks, film screenings, art performances, and social events enhance our overall mission by supporting further opportunities for conversations to take place.



Marin Stories - Partnership

The series Marin Stories is produced in collaboration with Marin Arts & Culture, featuring vignettes of artists in Marin County. The series is featured in the bi-monthly online magazine Marin Arts & Culture and carried on the Marin TV channels.



IJ Lobby Lounge - Partnership

Lobby Lounge is a series created to showcase the talents of Marin’s up-and-coming young musicians. Hosted by music columnist for the IJ and featuring middle and high school musicians, there were nine episodes produced for the series



Italian Film Festival - Partnership

For a fifth consecutive year, CMCM has partnered with the festival, producing a highlight video hosted by the festival’s director. This promotional video is featured before each film screening in the festival.



Marin Stories: Alex Friedman



New Citizens Celebration



Phyllis Gould - Marin’s Rosie



Marin Stories: Ashley Eva Brock



The Faces of Restorative Justice



MCOE School Funding Forum



Jared Huffman Town Hall



KPFA Candidate Forum 1



Marin Votes - Election 2018



Marin TV: You’re On the Air!



NPS: Muir Woods Update



Time to Lead on Climate



marINSANITY Episode 35



enLIGHTen



Best of IJ Lobby Lounge 2018



Fairfax EcoFest



Loading for the County Fair



COMMUNITY OUTREACH

CMCM Outreach and Publicity

This year, CMCM continued promoting the channels and the center to the general public and broader Marin constituencies in a number of ways:

- Continued on-air and online promotions for CMCM membership and support, special events and courses. CMCM also makes presentations to local groups.
- Continued outreach to the non-profit community for relevant co-production opportunities to bring their content to the channels.
- Coordinated increased visibility through community events and other local programming that we present on the channels through community partnerships.
- Continued regular e-mail blasts for CMCM-related programming and events, which are sent monthly.
- Continued Facebook and Twitter usage, linking to our main website to cross-pollinate messaging through social media.
- CMCM members continued to organize bi-monthly Media Mixers and the center hosts events, screenings and gallery receptions for artists exhibiting in our space.
- CMCM hosted a booth at the Marin County Fair, EcoFest and other festivals, introducing the center to countless Marin residents who may be unaware of it.
- CMCM now runs a regular advertising campaign in the Marin IJ, the result of an exchange of services that benefit both organizations.

Building Partnerships

CMCM partners with many organizations to assist in their projects and missions, including:

- CMCM has continued our ongoing relationship with the Marin IJ to produce the annual Lobby Lounge youth musician series.
- CMCM works with ComAcad students on many projects for the Education Channel and is training students to use their new equipment and studio that CMCM consulted on.
- CMCM expanded the Marin Media Corps into the Media academy to better facilitate media projects involving youth and youth-based organizations. This program launched this year training interested youth and organizations.
- CMCM continued to work with numerous other organizations on a regular basis, including The League of Women Voters, Marin Environmental Forum, CFI, Marin Arts Magazine, MVFF, Performing Stars of Marin, MarinSEL and more.



CMCM Art Exhibit



Crewing a KPFA Roundtable



CMCM stayed within budget for the 2018/19 year, as has been the case in previous years. During the prior year we completed the capital equipment updates and replacement planned under the previous Distributed Access Provider (DAP) agreement with the MTA. With this first major cycle of capital equipment upgrades completed, CMCM is now replenishing our capital equipment reserve in preparation for the inevitable capital equipment upgrades of the future.

We have continued our HD upgrades of the city installations we first began seven years ago. This past fiscal year we upgraded Fairfax and were prepared for a fresh install for Tiburon until that was put on hold. This current year we will be upgrading Sausalito, a contract install for MMWD and hopefully an upgrade for San Anselmo late in the year.

Our two-year capital plan is submitted with our Annual Budget and Plan. This outlines anticipated upcoming capital expenses for the media center and the remote city sites. In short, City upgrades will continue as available staff time allows and other spending is anticipated to be mostly limited to repairs and maintenance of existing equipment – because equipment does break, and often when you least expect it.



**Community Media Center of Marin
Statement of Activities
For the Period July 1, 2018 through June 30, 2019**

INCOME	
Total PEG fees	\$775,117
I-NET reimb.	\$16,500
Contrib./Grants	\$32,339
Fee for Service	\$117,015
Course Fees/Membership	\$16,753
Investment Income	\$28,654
Total Income	\$986,378

EXPENSES	
Facilities Lease/Util/Exp	\$92,889
iNet Cost	\$16,500
Equipment purchase/repair/rental	\$7,624
Office/business expense	\$10,465
Advertising/Promo	\$2,411
Prof. Services	\$38,584
Event	\$3,344
Insurance	\$9,567
Salaries	\$528,161
Benefits/Payroll Tax	\$120,205
Travel & Meetings	\$2,190
Total Expenses	\$832,002

Net Cash Surplus (before Capital Spending) \$154,376*

2018/19 City/Capital Spending \$60,246

* Depreciation of \$181,834 not included in this amount.

Note: This statement is a summary of the activities of CMCM on a cash flow basis and is not intended to reflect generally accepted accounting principle. Complete financials are available via bi-annual fiscal audits.



Mary - CMCM Staff



CMCM Staff 2018-19

- David Scott Calhoun - Gov. & Edu. Manager - (FTE)
 - Michael Eisenmenger - Executive Director (FTE)
 - Jill Lessard – Director of Operations (FTE)
 - Megan Loretz – Director of Programs (FTE)
 - Mary Rentzel - Comm. & Dev. Manager (FTE)
 - Omid Shamsapour - Director of Education & Production (PTE)
 - Scott Ward - Station Assistant / Editor (PTE)
 - Justin Russell - Station Assistant / Instructor (PTE)
 - Chris Brown - Station Assistant (PTE)
 - Damion Brown - Government Prod. (PTE)
 - Bradford Flaharty - Government Prod. - Facilities (PTE)
 - Thomas McAfee - Government Prod. (PTE)
 - Carl Laur - Government Prod. (PTE)
 - Eric Morey - Government Prod. (PTE)
 - Jarod Stewart - Government Prod. (PTE)
 - Mark Curran - Government Prod. (PTE)
 - Jonah Nickolds - Government Prod. (PTE)
 - Blake Carlile - Government Prod. (PTE)
 - Jonah Nickolds - Government Prod. (PTE)
- PTE staff average between 6-25 hrs per week.*

CMCM Board Members

from July 2018 - June 2019



- Cynthia Abbott
- Bruce Bagnoli, *Chair*
- Barbara Coler
- Gregg Clarke, *Vice Chair*
- Frank Crosby
- Jim Geraghty, *Secretary*
- Dane Lancaster
- Jim McCann
- Larry Paul
- Bill Sims, *Treasurer*
- Lawrence Strick
- Steven Tulskey
- Brad Van Alstyne
- Michael Wolpert
- New in 2019/20:*
- Susan Pascal Beran
- Kimberly Scheibly



CMCM Supporters (fiscal year 2018-19)

We wish to thank all of our donors. Your support, at all levels, is key to the future of the Media Center and the preservation of the Marin TV channels.

Media Mogul Supporter

- Good Earth Natural Foods
- Meritas Wealth Management
- Marin Sanitary Service
- Shira Ridge Wealth Management
- Stephen Fein
- Lawrence Strick
- Lori Greenleaf

Media Advocate Supporter

- Carole Bennett
- Lynn von der Werth
- Environmental Forum of Marin
- Marin Women’s Political Action Comm.
- Steven Tulskey
- Roger Stoll
- Stolyavitch Fund
- Brad Flaharty
- Ashley Williams

Media Benefactor Supporter

- Bruce Baum
- Maureen Block
- Jeffrey W. and Kate B. Colin
- Michael Morrissey
- Kent and Katie Philpott
- Seniors for Peace
- Barbara Coler
- Savoni 1 LLC SANKOWICH
- Jeffrey W. and Kate B. Colin
- Marin Artists’ Intl. Network
- Ginger Souders-Mason

Critical Viewer Supporters

- Cynthia Abbott
- Christina Tucker
- William Sims
- Gary Phillips
- Brad Curtis
- Mary Ann Gallagher
- Bruce Bagnoli
- Network for Good
- Renee Goddard

Special thanks to the staff and members of the Marin Telecommunications Agency for their essential support.

- County of Marin • City of Belvedere • Town of Corte Madera • Town of Fairfax
- Town of Mill Valley • Town of Ross • Town of San Anselmo • City of San Rafael
- City of Sausalito • Town of Tiburon

And, thanks to our CMCM Members



What is CMCM and Marin TV?

Marin TV provides Marin County with its own non-commercial community, educational and governmental cable channels. Available on Comcast 26, 27, 30, AT&T's U-verse 99 and on the web, the channels cablecast programming 24/7 to over 65,000 Marin households. We offer all residents of Marin access to low-cost training and the latest digital tools so they can create cable TV and online media. For schools, non-profits and government agencies, we provide special organizational services and fee-for-service production assistance.

Marin is watching Marin TV – are you what's on?

Our Goal:

The Community Media Center of Marin (CMCM) strengthens our communities through media by striving to educate and advance the way residents, schools and governments connect with one another.



COMMUNITY MEDIA
CENTER OF MARIN
819 A Street, Suite 21
San Rafael, CA 94901
415.721.0636
www.cmcm.tv

**AMENDED AND RESTATED CONTRACT BETWEEN THE MARIN
TELECOMMUNICATIONS AGENCY
AND
COMMUNITY MEDIA CENTER OF MARIN**

This Amended and Restated Designated Access Provider (“DAP”) Agreement , is intended as an informational tool to document that certain Amended Agreement between the Marin Telecommunications Agency (“MTA”), a joint powers agency, and the Community Media Center of Marin (“CMCM”), a 501(c)(3) California nonprofit corporation (“Amended Agreement”), dated May 14, 2019. The following Amended and Restated Agreement is solely intended to be used as a reference tool to assist the Parties to the Amended Agreement and is not intended to create any new obligations or terms not provided for in the Amended Agreement.

RECITALS

1. The MTA, a joint powers agency organized under Section 6500 et seq. of the Government Code, includes as its members at the time of this Amended Agreement the County of Marin and the cities/towns of Belvedere, Corte Madera, Fairfax, Mill Valley, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon.
2. The MTA desires to provide support for the use of public, educational and government (“PEG”) access channels provided pursuant to federal, state, and local law.
3. The MTA designated CMCM as a Designated Access Provider (“DAP”) to establish, operate, and manage a Media Center and the PEG access channels pursuant to a written agreement dated June 30, 2008. CMCM established a Media Center in downtown San Rafael (the “Media Center”) and expanded PEG programming and training within the jurisdiction of the MTA. This agreement was extended by the First, Second and Third Amendments and expired on May 15, 2014.
4. The MTA desired for CMCM to continue to be the DAP and CMCM agreed to continue to serve the MTA by managing the Media Center and providing PEG access programming and services pursuant to the terms of a new DAP Agreement. The MTA and CMCM thereupon entered into that certain Contract Between the Marin Telecommunications Agency and Community Media Center of Marin, dated May 14, 2014 (“Agreement”).
5. Under the Agreement, the MTA agreed to provide additional payments to CMCM during fiscal years 2014/2015, 2015/2016, and 2016/2017. These payments were made, and these terms have been deemed satisfied and complete.
6. The term of the Agreement expired on June 30, 2019 with an option to extend by mutual written agreement of the MTA and CMCM.
7. The MTA and CMCM approved that certain Agreement on May 14, 2019, to extend the term of the agreement for five years through June 30, 2024 and make clarifying

amendments to the Agreement to reflect the satisfaction of certain terms and changes in operations.

8. The MTA and CMCM desired to create an “Amended and Restated” version of the Agreement to provide as a reference tool and informational document for the Parties. This Amended and Restated Agreement is not intended to amend or revise the requirements of the Agreement, but solely to document the requirements in the context of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. In exchange for the resources provided by the MTA to CMCM, pursuant to this Agreement, CMCM shall provide the following services:

A. **OPERATE PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL(S).** Operate the public, educational and governmental access cable channels in accordance with the provisions of this Agreement and applicable state and federal law, with the primary purpose being to bring to the community programming and information not otherwise readily available in commercial and national media.

B. **OPERATE AND MANAGE A COMMUNITY MEDIA CENTER.** Operate and manage the Media Center, available for public, governmental and educational use at convenient times, for a minimum of forty (40) hours per week. Access to equipment and facilities shall be open to all those who: (1) satisfactorily complete required training classes provided by CMCM; or (2) receive certification from CMCM, identifying these persons as having satisfied training requirements through other means.

C. **PROVIDE NONDISCRIMINATORY ACCESS.** Provide access to the equipment, facilities, channels, and services provided hereunder on a non-discriminatory basis for non-commercial public access programming purposes pursuant to operating rules promulgated by CMCM. All users and members of the public will be treated in a courteous and professional manner.

D. **MAINTAIN OPERATING POLICIES AND PROCEDURES.** Maintain and modify as appropriate policies and procedures for the use and operation of the PEG access equipment, facilities, and channels. The policies and procedures governing the educational and governmental access channels shall be prepared in consultation with designated educational and governmental access representatives. The policies and procedures shall be filed with the MTA and shall be provided to any person who requests them.

E. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS.** Administer the PEG access channels and facilities in compliance with all applicable laws, rules, and regulations.

F. **TRAINING.** Train CMCM members, residents and staff of the Cities, Towns, and County represented by MTA in the techniques of media production and provide technical advice in the execution of productions. CMCM shall conduct a minimum of six (6) training courses per quarter with each course consisting of one or more classes.

G. **PLAYBACK/CABLECAST/WEBCAST.** Provide for the playback/cablecasting/webcasting of programs on the PEG access channels as required by Section 2 of this Agreement in accordance with all FCC standards and regulations, generally accepted industry standards, and other applicable technical standards.

H. **MAINTENANCE OF EQUIPMENT.** Provide regular and required maintenance and repair of all equipment purchased with monies received pursuant to this Agreement and/or donated, loaned, or leased to CMCM by the MTA. All such equipment shall be maintained in good operating condition so that the video signals generated by the equipment will comply with FCC and NTSC rules and standards. CMCM shall comply with commonly accepted safety standards and best engineering practices. All equipment shall be safely and securely stored.

I. **SPECIAL NEEDS GROUPS.** Support special needs groups, such as but not limited to seniors, economically disadvantaged persons, non-English as a first language speakers, and the disabled, in program production through training and other means.

J. **PROMOTION.** Actively promote the use, awareness and benefits of the PEG access channels and facilities, along with the availability of training, by providing information and conducting other forms of outreach and publicity to cable subscribers, the public, and PEG access users.

K. **OTHER ACTIVITIES.** Undertake other PEG access programming activities and services as deemed appropriate by CMCM and consistent with the obligation to facilitate and promote PEG access programming and provide non-discriminatory access.

L. **STAFFING.** Provide adequate staffing for the activities conducted and facilities managed and operated by CMCM pursuant to this Agreement.

SECTION 2. ENHANCED GOVERNMENT SERVICES.

A. **GOVERNMENT AND EDUCATION COORDINATOR.** CMCM will provide a Government and Education Coordinator with specific duties as described in the Annual Report (formerly Exhibit A) attached hereto in order to assist CMCM, MTA member agencies, and educational institutions within the MTA jurisdiction to expand government and educational programming.

B. **MTA MEMBER CAMERA INSTALLATIONS.** Upon request by a member agency, CMCM shall provide at a minimum the equipment, design, and installation services described in Exhibit B. Such installations shall be provided at the cost to the member agency unless the MTA or CMCM decides to fund such installations. Notwithstanding the language of Section 1.H, Section 9, and Section 10.B, member agencies receiving such installations shall be responsible for the security of such installations and for their ongoing maintenance and repair. As a precondition for receiving such installation by CMCM, each member agency shall contract with CMCM for maintenance and repair services at the special discounted rates provided in Exhibit C, attached hereto.

C. The standard member agency camera installation described in Exhibit B shall be a multi-camera installation designed to provide high quality video of council, board, and similar

meetings and events. To keep the cost of the installation at a reasonable level, CMCM shall offer to contract with member agencies for the use of a CMCM switcher, the services of a trained technician, and other video production services at the special discounted rates provided in Exhibit C, attached hereto.

SECTION 3. PROGRAMMING REQUIREMENTS. CMCM shall cablecast a minimum of 120 hours of locally produced video programming per week on all PEG channels. For the purposes of this Agreement, the term “locally produced video programming” means programming produced or provided by any local resident, CMCM, or any local public or private agency that provides services to residents of the franchise area, or any transmission of a meeting or proceeding of any local, state, or federal government entity. In order to provide viewers with both programming diversity and predictability, CMCM shall do the following:

- A. Develop a scheduling system where diverse, community based programming is aired on the channels during primary television viewing hours.
- B. Schedule programming in a manner that places in appropriate time slots programming that is suitable for family viewing and programming that is unsuitable for children.
- C. Establish a fair, priority system for resolving scheduling conflicts.

SECTION 4. PUBLIC ACCESS CHANNELS OPEN TO PUBLIC: CMCM agrees to keep the public access channel(s) open to all potential users regardless of their viewpoint, subject to FCC regulations and all other applicable laws. Neither the MTA, CMCM, nor the Cable Companies shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. Provided that, nothing herein shall prevent CMCM, the MTA, or the Cable Companies from producing or sponsoring programming, prevent the MTA or the Cable Companies from underwriting programming, or prevent the MTA, CMCM, or the Cable Companies from engaging in activities designed to promote production of certain types of programming or use by targeted groups as consistent with applicable law and rules for use of the channel(s). CMCM may develop and enforce policies and procedures which are designed to promote local use of the channel(s) and make programming accessible to the viewing public, consistent with such time, place, and manner regulations as are appropriate to provide for and promote use of PEG access channels, equipment, and facilities.

SECTION 5. INDEMNIFICATION.

A. CMCM shall indemnify, defend, and hold harmless the MTA, its directors, officers, agents, employees, and volunteers from and against any and all claims, suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys’ fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, directly or indirectly arising or resulting from any alleged acts or omissions of CMCM, its directors, officers, employees, agents, subcontractors, or volunteers in the performance of this Agreement.

B. CMCM shall indemnify and hold harmless the MTA, its directors, officers, agents, employees, and volunteers from and against any and all claims or other injury, including

costs of litigation and attorneys' fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which, directly or indirectly, result from CMCM's performance of this Agreement.

C. The MTA shall indemnify, defend, and hold harmless CMCM, its directors, officers, agents, employees, and volunteers from and against any and all claims, losses, liabilities, or damages including costs of litigation and reasonable attorneys' fees arising out of or resulting only from the active negligence or intentional misconduct of the MTA in the performance of this Agreement.

SECTION 6. COPYRIGHT CLEARANCE. Before cablecasting any program material, CMCM shall require all users to agree in writing that they shall make all appropriate arrangements to obtain all rights to all material cablecast or distributed through any other means, such as the Internet and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, any and all other persons as may be necessary to transmit their program material over the PEG access channels, or other means of distribution such as the Internet that are operated and managed by CMCM. CMCM shall maintain for inspection by the MTA, upon reasonable notice by the MTA and for the term of the applicable statute of limitations, copies of all such user agreements.

SECTION 7. COPYRIGHT AND OWNERSHIP. CMCM shall own the copyright of any programs, which it may choose from time to time to produce. Copyright of programming produced by other parties shall be held by the persons who produced the programming.

SECTION 8. DISTRIBUTION RIGHTS. CMCM shall require that all programs produced with funds, equipment, facilities, or staff provided under this Agreement shall be available for distribution on the channels whose use is authorized by this Agreement. This subsection shall not be interpreted to limit or otherwise affect CMCM's lawful authority to manage the programming shown on the PEG access channels. This subsection also shall not be interpreted to restrict other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with the PEG access operating policies and procedures.

If directed by the MTA, at the beginning and end of each day that programming is cablecast on the PEG access channels whose use is authorized by this Agreement, CMCM shall display a credit stating, "Partial funding for the operation of this channel is provided by the Marin Telecommunications Agency." Such credit shall also state that opinions expressed in PEG access programs are the sole responsibility of the program producers.

SECTION 9. EQUIPMENT AND FACILITIES. CMCM shall be responsible for the proper maintenance, recordkeeping, and safekeeping of all equipment and facilities owned, leased, or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement.

CMCM shall be responsible for purchasing all equipment, furnishings, and fixtures on behalf of the MTA for the facilities operated and maintained by CMCM, and the MTA shall be considered the owner of all equipment, furnishings, fixtures, and facilities acquired or purchased with funds received from the MTA pursuant to this Agreement. CMCM shall maintain a tracking inventory with the use of tracking codes for all individual pieces of equipment, furnishings, and fixtures with an original cost of \$1,000 or more. Upon termination or non-renewal of this Agreement, CMCM shall deliver all assets of CMCM representing equipment, furnishings, fixtures, and facilities funded by the MTA, to the MTA whether or not inventoried pursuant to this Agreement.

SECTION 10. INSURANCE. CMCM shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section. The cost of such insurance shall be borne by CMCM.

A. COMPREHENSIVE LIABILITY INSURANCE. Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be at a minimum: (1) bodily injury including death, \$1,000,000 for each person and each occurrence and \$2,000,000 in the aggregate; and (2) property damage, \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Any deductible or self-insured retention exceeding \$25,000 shall be declared by CMCM and approved by the MTA.

B. EQUIPMENT INSURANCE. Insurance shall be maintained on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement to full replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire, or natural catastrophe.

C. WORKERS' COMPENSATION. Full Workers' Compensation Insurance and Employer's Liability with limits as required by California law with an insurance carrier satisfactory to the MTA.

D. CABLECASTER'S ERRORS AND OMISSIONS INSURANCE. Insurance, with a minimum coverage limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, shall be maintained to cover the content of productions which are cablecast on the PEG access channels or distributed through any other means such as through the Internet in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual PEG access producers.

E. MTA AS CO-INSURED OR ADDITIONAL INSURED. The MTA shall be named as co-insured or additional insured on all aforementioned insurance policies. The policies shall provide that the insurance company or CMCM may effect no cancellation, major change in coverage or expiration without first giving MTA thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Any insurance or self-insurance maintained by the MTA, their directors, officers, agents, employees, or volunteers shall be in excess of CMCM's insurance and shall not contribute to it.

F. **COMMENCEMENT OF COVERAGE.** CMCM shall obtain and file with the MTA proof of insurance coverage as follows: (1) Comprehensive Liability and Workers' Compensation; (2) equipment insurance; and (3) cablecaster's errors and omissions insurance. All required insurance coverages shall be maintained by CMCM at all times in accordance with the requirements of this Agreement.

SECTION 11. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE. CMCM shall not discriminate against any person, employee or applicant for employment on the basis of race, color, creed, religion, sex, sexual orientation, marital status, ancestry, national origin or physical or mental disability. CMCM shall not discriminate in the delivery of services on the basis of race, color, creed, religion, sex, sexual orientation, marital status, ancestry, national origin, or physical or mental disability.

SECTION 12. INDEPENDENT CONTRACTOR. It is understood and agreed that CMCM is an independent contractor and that no relationship of principal/agent or employer/employee exists between the MTA and CMCM. If in the performance of this Agreement any third persons are employed by CMCM, such persons shall be entirely and exclusively under the control, direction and supervision of CMCM. All terms of employment, including hours, wages, employee benefits, working conditions, discipline, hiring and discharging, or any other term of employment shall be determined by CMCM and the MTA shall have no right or authority over such persons or terms of employment.

SECTION 13. ASSIGNMENT OR TRANSFER. This Agreement shall not be assigned or transferred by CMCM, except as expressly authorized in writing by the MTA.

SECTION 14. ANNUAL REPORTS. CMCM shall submit an annual report regarding its activities during the preceding fiscal year to the MTA during the second quarter or the third quarter of the fiscal year. This report shall contain, at a minimum, the following information:

A. Statistics on programming and services provided and the number and types of persons using the PEG access facilities.

B. Current and complete listing of CMCM's Board of Directors and employees, including a description of each employee's functions.

C. Every two years, year-end financial statements audited and reviewed by a certified public accountant as required by Section 15 of this Agreement along with the management letter prepared by the accountant. In alternate years, year-end financial statements which may be unaudited.

D. Actual year-end revenues, and also actual year-end operating and capital equipment and facilities expenses, as compared to the budget submitted with the Annual Plan or the budget as later revised and approved by CMCM.

E. A summary of outreach and promotional efforts to the community and fundraising efforts.

- F. A summary of feedback received from viewers, programmers or others in the community.
- G. A current inventory of equipment used to provide PEG programming (including a description of the ownership, date of acquisition and useful life.
- H. Most recent state and federal tax filings.
- I. A summary of any pending litigation.
- J. A summary of expenditures by category under the Capital Plan.
- K. Such other information as may be reasonably requested by the MTA.

CMCM shall also submit a new two-year Capital Plan for the period of 2020-2022 within ninety (90) days of the date of this Amended Agreement, with annual updates and a new Capital Plan every two years thereafter, concurrent with the Annual Plan and Budget.

SECTION 15. RECORDS, FISCAL AUDIT.

- A. CMCM shall maintain all necessary books and records, in accordance with generally accepted accounting principles. Upon reasonable request from the MTA, CMCM shall, at any time during normal business hours, make available for inspection and copying all of its records with respect to all matters covered by this Agreement.
- B. Every two years, CMCM shall prepare and submit to the MTA as part of its Annual Report for such year an audited financial statement prepared in accordance with generally accepted accounting principles by an independent certified public accountant.
- C. CMCM shall notify the MTA of any lawsuit or administrative proceeding filed against CMCM by any person or governmental agency within three (3) business days after CMCM receives notice of such action and provide the MTA with a copy of the complaint, petition, or other written notice of proceeding filed against CMCM within three (3) business days after receiving the complaint, petition, or written notice.
- D. The Executive Director, or the Director's designee if the Executive Director is not available, shall provide an oral report at the bi-monthly meetings of Board of Directors of the MTA updating the Board on the budget and operations of CMCM and such other information as requested by the MTA from time to time.

SECTION 16. FUNDING AND OTHER RESOURCES. The MTA agrees to make the following funds and resources available to CMCM:

- A. The MTA agrees to permit CMCM to operate and manage all channels designated for PEG access programming purposes for the term of this Agreement.
- B. The MTA agrees to allow CMCM access to the marin.org/MIDAS network managed by the County of Marin (the "I-Net") to permit the transmission of

programming/content from and between the various City, County, school, and other locations that have a video enabled I-Net connection to the Media Center for distribution on the PEG access channels and other modes including webcasting. The MTA shall pay for the actual annual cost of 50MB of I-Net access for CMCM.

C. The California Public Utilities Commission has granted the Cable Companies franchises to provide video services in the jurisdiction of the MTA. Pursuant to these state franchises, Ordinance No. 2007-02, and subsequent renewal ordinances adopted by the MTA, the Cable Companies are obligated to pay to the MTA on a quarterly basis a PEG fee based on their gross revenues derived from the delivery of video services within the jurisdiction of the MTA. The MTA shall transfer to CMCM all PEG fees received from the Cable Companies for PEG purposes within thirty (30) days after receipt of those PEG fees. The parties acknowledge that the payments received from Comcast shall be subject to the Settlement Agreement and Mutual Release, dated April 18, 2011, between Comcast and the MTA.

SECTION 17. ANNUAL PLAN AND BUDGET.

CMCM shall provide to the MTA an "Annual Plan and Budget" describing activities and programs planned for the subsequent fiscal years with funds and other resources provided by MTA, during the third quarter or the fourth quarter of the fiscal year. Such plan shall contain:

1. A statement of the anticipated number of hours of PEG access programming to be cablecast divided among the Public, Educational and Governmental channels;
2. Training classes to be offered and frequency of classes;
3. Promotional activities planned by CMCM;
4. Other activities planned by CMCM;
5. An operating and capital equipment and facilities budget which shows projected revenues and expenditures for the next fiscal year, planned capital improvements to facilities and planned purchases of new or replacement equipment.

The MTA Board of Directors shall review the Annual Plan and Budget and may request additional information to ensure that CMCM is complying with and implementing the requirements of this Agreement. The Board of Directors may make recommendations to the CMCM on the Annual Plan and Budget and these recommendations shall be considered by CMCM in the finalization and implementation of its Annual Plan and Budget.

SECTION 18. EXPENDITURE OF FUNDS. CMCM shall spend funds received from the MTA in the manner specified by its Annual Plan and Budget, the Capital Plan attached hereto and this Agreement. CMCM shall provide for such fiscal control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from the MTA.

SECTION 19. FUNDING FROM OTHER SOURCES. CMCM may, during the course of this Agreement, receive supplemental funds from other sources, including but not limited to

fundraising activities. CMCM shall use its best efforts to obtain funding from other sources, including but not limited to grants and sponsorships.

SECTION 20. TERM OF AGREEMENT. This Agreement shall be for a term commencing on May 14, 2019 and ending on June 30, 2024 unless terminated earlier, as provided for in this Agreement. The term of this Agreement may be extended by the mutual written agreement of the MTA and CMCM.

SECTION 21. TERMINATION OF AGREEMENT; DELIVERY AND TRANSFER OF ASSETS. The MTA shall have the right upon one hundred twenty (120) days written notice to CMCM to terminate this Agreement for:

1. Material breach of any provision of this Agreement by CMCM;
2. Malfeasance, misfeasance, misuse of funds; or
3. Loss of 501(c)(3) status by CMCM or revocation or suspension of its Articles of Incorporation by the State of California.

CMCM may avoid termination by curing any such breach to the satisfaction of the MTA within ninety (90) days of notification or within a time frame agreed to by the MTA and CMCM. If the nature of the default is such that more than ninety (90) days are reasonably required for its cure, then CMCM shall not be deemed to be in default if it has commenced a cure within the ninety (90) day period and thereafter diligently prosecutes such cure to completion within the time period reasonably established by the MTA. The MTA may also terminate this Agreement at the expiration of its term, or any extension thereof. The dispute resolution provisions of Section 27 of this Agreement shall not apply to the exercise of the right by the MTA to terminate this Agreement under this section unless the MTA in its sole discretion elects to first utilize the provisions of Section 27.

Upon termination of this Agreement, CMCM shall immediately deliver and transfer all equipment, furnishings, real property, fixtures, contracts, leases, deposit accounts, or other assets received by or purchased by CMCM with funds received pursuant to this Agreement to the MTA.

SECTION 22. FORCE MAJEURE. Neither party shall be liable for any delay or failure of delivery arising out of circumstances beyond a party's reasonable control, including without limitations, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or internet and cable service provider failures or delays.

SECTION 23. TIME. Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

SECTION 24. COOPERATION. Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement. The Executive Directors of the MTA and CMCM shall meet no less than once each quarter to review the operations of CMCM under this Agreement.

SECTION 25. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 26. NOTICES. All notices and other communications to be given by either party must be in writing and may be effected by personal delivery, overnight courier, or first class or certified mail, return receipt requested and addressed to the appropriate party as follows:

To the MTA

Jean Bonander, Executive Officer
Marin Telecommunications Agency
555 Northgate Drive, #102
San Rafael, CA 94903

To Community Media Center of Marin

Michael Eisenmenger, Executive Director
Community Media Center of Marin
819 A Street, Suite 21
San Rafael, CA 94901

Any party may change its address by written notice to the other parties at any time. Notice given by first class mail shall be deemed complete five (5) days after the date of postmark.

SECTION 27. DISPUTE RESOLUTION. It is the intent of the parties to provide an efficient, effective and inexpensive method to resolve any disputes concerning the interpretation or performance of this Agreement (“Disputes”) when Disputes cannot be informally resolved. Upon written notice of a party of a dispute (the “Notice of Dispute”), each party shall designate within three (3) days one or more persons to meet with the designated representatives of the other party to consult and negotiate with each other in good faith a just and equitable solution satisfactory to both parties. If within fifteen (15) business days after delivery of the Notice of Dispute, the dispute cannot be settled through negotiation, the parties shall attempt in good faith to settle the dispute by mediation. The mediation shall be conducted in the manner mutually agreed upon by the parties and if no such agreement is reached within thirty (30) days after the Notice of Dispute, the mediation shall be administered by the American Arbitration Association under its Mediation Rules in effect on the date of the Notice of Dispute. If, within ninety (90) days after the Notice of Dispute the parties do not reach a mutually satisfactory resolution of the Dispute, the parties may pursue whatever legal remedies are available to them under the law.

SECTION 28. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement shall be determined to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected to the extent the remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

SECTION 29. COUNTERPARTS. This Amended Agreement may be executed by one or more of the parties to this Amended Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 30. ENTIRE AGREEMENT. This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**Marin Telecommunications Agency,
a Joint Powers Agency**

**Community Media Center of Marin,
a California Nonprofit Corporation**



Chairperson, Board of Directors

Name: Barbara Coler

Date: January 23, 2020



Chairperson, Board of Directors

Name: Bruce Bagnoli

Date: 1-25, 2020

Attachments: Exhibit A (incorporated in the Annual Report)
Exhibit B (Replaced with Amended Agreement)
Exhibit C (Replaced with Amended Agreement)



marintv

Comcast 26|27|30
AT&T U-Verse 99
online:
www.marintv.org

Exhibit B – Standard MTA Member Camera Installation

The standard installation for city council chambers recommended by CMCM would include the following equipment as a base installation. All installation are kept as identical as possible to facilitate better operation and troubleshooting by CMCM staff and operators. CMCM keep replacement equipment on hand so any repairs can be made immediately and not delayed by shipping or back-order issues.

BASIC Installation (these equipment types or equivalent)

- 1) Four Vaddio RoboSHOT 30/12 HD-SDI PTZ Cameras
These are robotic HD video cameras with Vaddio with HD/SDI video connectivity and dual Cat5e wiring for power and control.
- 2) Blackmagic Design HyperDeck Studio 2
This is a high capacity recording device to reliable 480 GB SSD cards.
- 3) Vaddio ProductionVIEW Precision Camera Control
This controls all camera functions with the capability of saved pre-sets for each camera.
- 4) Blackmagic Design ATEM HD Live Production Switcher
The video switcher to choose between various video sources for meeting coverage
- 5) LG LCD TV 22" Multiview
LCD Display for viewing camera sources and program/preview selections
- 6) Marshall Electronics M-LYNX-702W Dual 7 Display
Production quality display for viewing video with appropriate audio, waveform and vectorscope displays.
- 7) Rolls Mixmate Audio Mixer
Used as submixer to adjust the PA audio of the chamber for cablecast, webstreaming and recording.
- 8) DECIMATOR MD-HX Miniature HDMI/SDI Cross Converter
Used for scaling various computer video sources to standard video specifications for input to the video switcher.
- 9) CyberPower Intelligent Uninterrupted Power Supply
UPS to provide clean power and battery backup to all video equipment in the event of surges, spikes or outages.
- 10) Belden Coax HD Cable and Cat5e Cable
The wiring pulled for all installations, plenum wiring is available in instances where required by code.
- 11) AJA Helo Encoder or existing vBrick Encoder
A high capacity, high quality network streaming device for sending live feeds to CMCM for live cablecast via the Midas network.
- 12) Teradek VidiU Pro
A web streaming device for streaming meetings live to the internet, typically to a reserved streaming channel setup by CMCM for city uses. Granicus users web stream via their proprietary servers.

Attachment D3

- 13) Additional distribution equipment may require that HDMI or SDI distribution amplifiers and/or switchers installed as needed depending on current council chamber presentation equipment.
- 14) Necessary racks or furniture to house and operate the equipment securely. This may be off the shelf or custom built depending on available space/conditions.
- 15) Additional wiring, wall plates, termination blocks, camera mounts are installed as needed. Installations are unique to individual council chamber layouts, cabinet location and the existing audio installation.

Equipment models are necessarily subject to change, particularly for models that are discontinued. CMCM selects from a broad range of equipment that is commonly found in other city installations and that are known for their quality and reliability. Total cost the above, including equipment, installation and any subcontractor costs are currently estimated at approx.: \$35,000 to 40,000 (as of June 2019).

Doc. Date: June 2019. This document will be updated annually with the CMCM Annual Plan and Budget



EXHIBIT C

CMCM Fiscal Year 2019/20 Governmental Rate Sheet Schedule for MTA members

CMCM shall charge the City/Towns according to the following schedule of rates for performing the following services related to governmental access programming. All rates are subject to annual cost of living increases and/or PEG funding uncertainty.

Doc. Date: June 2019. This document will be updated annually with the CMCM Annual Plan and Budget

Basic CMCM Services

Program Playback on PEG Channels

CMCM free service

CMCM installs and maintains dedicated network and server equipment to enable live and delayed cablecasts of municipal meetings and events on the Government Channel and on the web. CMCM encodes and processes recorded video files of municipal meetings for delayed cablecast in a regular schedule of repeat cablecasts. CMCM ensures that all content meets professional standards for cablecast. Government programming is also archived permanently in both high resolution broadcast files and web streaming files.

Community Calendar Submissions

CMCM free service

CMCM hosts a cablecast community calendar available to city governments, schools and libraries to announce local events and public meetings. The calendar is cablecast on all the PEG channels and available at cmcm.tv (also as a rss feed)

Consultations for Field/Studio Video Production

CMCM free service

CMCM is available to meet with city governments to consult on an array of media services, including the installation of council chamber video origination equipment, field productions for special events, public service announcements, and many other opportunities that enable cities to leverage the media facilities of CMCM and our staff expertise in PEG media production.

Organizational Membership

\$150 yr

MTA members and their staffs that have organizational memberships will enable up to three staff to enroll in CMCM training courses to have free use of facilities and equipment.

City/Town Meeting Services (with permanently installed equipment from CMCM)

Council Chamber Meeting Coverage

\$85 hr

Two hour minimum with 60 min travel/setup. Includes recording of meeting to hard disk and DVD, live cablecast and/or webcast stream if desired. This includes costs for network equipment management for live meetings and for any necessary post-production editing, file encoding and scheduling for regular repeat playback of meetings on the Government Cable Channel.

Equipment Maintenance/Expansion of City Installations

\$85 hr

CMCM provides routine inspection, maintenance, troubleshooting, and repairs of CMCM installed equipment in city facilities. Cities may also request new functionality that requires installation of additional equipment.

Additional Off-site Video Services

(provided with field equipment by CMCM staff)

Single Camera Field Production

Includes operator, professional camera and mic. This provides adequate coverage for off-site meetings, workshops and other public events.

\$250 (up to 3 hours)

\$400 (3-5 hours)

\$500 (5-7 hours)

3 Camera Switched Field Production

Includes AnyCast Switcher, 3 person crew, live or post-produced graphics, web archive or DVD.

\$1000 (up to 3 hours)

\$200 each additional hour

Audio Support/PA in the Field

Includes mixer, multiple mics, Public address system and one operator

\$500 (up to 3 hours)

\$100 each additional hour

Field Lighting

Non-theatrical lighting reinforcement for shooting in darker spaces.

\$500 (up to 3 hours)

Live Web Streaming

CMCM can provide live web streaming to any field production. Requires an adequate internet connection on location. CMCM can also provide cities with a simple embed code to place the streaming video on their web site.

\$100 per event

Live Cablecast/Web Stream

Same as above but with live cablecast to Comcast/AT&T cable channels.

\$150 per event

In-House Productions at CMCM Studio

Studio Production

Includes two CMCM crew members for technical production

\$300 hour

Studio Show Producer

Responsible for show production, crew coordination, graphics, etc.

\$150 per 30-60 min program

DVD Creation

Includes DVD menus and cover

\$75 per master

\$10 per copy

Editing/Post Production/Graphics

Video field work typically requires that video material be edited and have graphics edited before being cablecast and web streamed/archived. This provides that basic service. Depending on the production and quality desired, extended hours of editing may be required. Estimates are provided prior to start of work.

\$85 hr



555 Northgate Drive, Suite 102
San Rafael, CA 94903-3680
415 446 4428
mgsastaff@marinjpas.org

MEMORANDUM

DATE: July 9, 2020
TO: MGSA Board of Directors
FROM: Michael S. Frank, Executive Officer
SUBJECT: MGSA Program Contractors' Contract Changes

Recommendation

Approval of Resolution 2020-06 delegating the authority of the Executive Officer to sign the professional services contract amendments as discussed below in order to continue the consulting and program services provided to MGSA.

Discussion

Each individual providing contract services to MGSA is under a professional services agreement. MGSA has no employees and relies on the expertise, competence, and reliability of a small number of consultants to run its numerous programs.

The following change is recommended for Christine O'Rourke who provides sustainability and coordination services to the Marin Climate and Energy Partnership (MCEP). Staff is recommending a rate increase from \$95 per hour to \$100 per hour. All other terms and scope of work would remain the same in the existing contract. The last hourly rate change was made by the MGSA Board on January 1, 2018. The new rate will bring her in line with the rate being paid to her by the County of Marin through the PG&E Energy Watch Grant.

The second change recommended is for Bob Brown. MGSA entered into a contract with Mr. Brown on July 15, 2019. The contract had a not to "exceed the maximum sum of \$25,000." The Professional Services Amendment attached would remove that limitation and adds the following language that "the contract shall not exceed the amount allocated in the annual MGSA Budget for such services."

Attachments

1. Resolution 2020 – 06 titled, “Amendment No. 3 to the Professional Services Agreement with Christine O’Rourke and Amendment No. 1 with Bob Brown.”
2. Contract Amendment No. 3 titled, “Amendment No. 3 to Agreement for Professional Services for Sustainability Coordination of the Marin Climate and Energy Partnership.”
3. Contract Amendment No. 1 titled, “Amendment No. 1 to Agreement for Professional Services for MGSA Program Consultation and Support.”



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**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH CHRISTINE O'ROURKE AND AMENDMENT NO. 1 WITH BOB BROWN**

RESOLUTION 2020 - 06

WHEREAS, MGSA and Christine O'Rourke entered into a Professional Services Agreement on September 10, 2015; and

WHEREAS, the Marin Climate and Energy Partnership (MCEP) has utilized the services of Christine O'Rourke to provide sustainability coordination and provide for MCEP services; and

WHEREAS, MGSA and Christine O'Rourke wish to amend said agreement; and

WHEREAS, MGSA and Bob Brown entered into a Professional Services Agreement on July 15, 2019; and

WHEREAS, the Taxi Regulation and the Streetlight Telecommunications Programs have utilized the services of Bob Brown to provide program review, consulting, and program support; and

WHEREAS, MGSA and Bob Brown wish to amend said agreement.

NOW THEREFORE, BE IT RESOLVED, that the MGSA Board of Directors authorizes the MGSA Executive Officer to execute the following:

- Amendment No. 3 implementing a rate increase from \$95 per hour to \$100 per hour. All other terms and scope of work would remain the same.
- Amendment No. 1 eliminating the \$25,000 contract limit and adding a limit based on the amount allocated in the annual MGSA Budget for such services.

Adopted this 9th day of July, 2020.

Ayes: Alilovich, Chanis, Condry, McGill, Middleton, Nicholson, Poster

Noes: Alilovich, Chanis, Condry, McGill, Middleton, Nicholson, Poster

Absent: Alilovich, Chanis, Condry, McGill, Middleton, Nicholson, Poster

Craig Middleton, MGSA Board President

Attested By:

Michael S. Frank, Executive Officer



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San Rafael, CA 94903-3680
415 446 4428
mgsastaff@marinjpas.org

**AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES
FOR SUSTAINABILITY COORDINATION OF THE MARIN CLIMATE AND ENERGY PARTNERSHIP**

This document constitutes Amendment No. 3 entered into as of the 14th day of May, 2020, to the Professional Services Agreement originally entered into as of the 24th day of September 2015, by and between Marin General Services Authority hereinafter called "MGSA" and Christine O'Rourke, hereinafter called "Contractor."

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 increase the contract rate from \$95 per hour to \$100 per hour for the Marin Climate and Energy Partnership (MCEP) sustainability coordination starting July 1, 2020.
- B. Contractor is desirous of these changes as well.
- C. 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

CONSULTANT

Michael S. Frank, Executive Officer

Christine O'Rourke



555 Northgate Drive, Suite 102
San Rafael, CA 94903-3680
415 446 4428
mgsastaff@marinjpas.org

**AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES
FOR CONSULTING AND PROGRAM SUPPORT WITH BOB BROWN**

This document constitutes Amendment No. 1 entered into as of the 9th day of July, 2020, to the Professional Services Agreement originally entered into as of the 15th day of July 2019, by and between Marin General Services Authority hereinafter called "MGSA" and Bob Brown, hereinafter called "Contractor."

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 eliminate the \$25,000 limit in the contract and create a limit based on the amount budgeted annually in the MGSA Budget for these purposes.
- B. Contractor is desirous of these changes as well.
- C. 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

CONSULTANT

Michael S. Frank, Executive Officer

Bob Brown