
BOARD MEETING AGENDA

DATE: November 12, 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/89578878294>

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: **895 7887 8294**

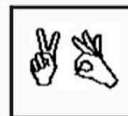
Coronavirus (COVID-19) Advisory Notice

In compliance with local and state 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 mfrank@marinjas.org no later than 4:00 P.M. on the Wednesday prior to the meeting, and they will be forwarded to the MGSA Board and read at the meeting (not to exceed 3 minutes). 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 mfrank@marinjas.org 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 (not to exceed three minutes).



November 12, 2020 MGSA Board Agenda

- A Roll Call of Board of Directors (Frank)**
- A1 Report from Executive Officer (Frank)**
- B. 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 agendized and taken up at a future meeting. Public input will be taken as part of each agendized item.
- C. Approve Minutes of September 10, 2020 Regular Meeting (All)**
- D. Marin County Stormwater Pollution Prevention (MCSTOPPP) Program Update (Carson)**
- E. Marin Humane Contract Approval (Frank)**
- F. Election of President and Vice President of the MGSA Board of Directors Officers for 2021 (All)**
- G. MGSA Board of Directors 2021 Meeting Schedule (All)**
- H. Response to the 2019/20 Civil Grand Jury Report Entitled, “Climate Change: How Will Marin Adapt?” (Frank)**
- I. Professional Services Agreement with Maureen Chapman for Bookkeeping and Accounting Services (Frank)**
- J. Community Media Center of Marin (CMCM) Annual Report Transmittal (Frank)**
- K. Adjournment**

NEXT SCHEDULED MEETING: January 14, 2020

NOTE: A complete copy of the agenda packet is available on MGSA’s website at <http://maringeneralservicesauthority.com>. Also, at this website one can sign up for all Board of Directors Meeting notifications.

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.



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

BOARD MINUTES FOR MEETING OF SEPTEMBER 10, 2020

As a result of the COVID-19 pandemic, the Board Meeting came to order on-line in compliance with orders, as allowed by Executive Order N-29-20 (March 17, 2020). The meeting started at 10:00 a.m.

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

- Telecommunications
 - There is presently one pre-reservation of a streetlight in San Rafael by Crown Castle.
- CATV Program and MTA Dissolution
 - First letter sent by Frank to all member jurisdictions regarding quarterly franchise fees
 - Horizon was a month late in their fee payments but was supposed to put a check in the mail the day of the Board Meeting
- New Website
 - The new website is up and running at <http://maringeneralservicesauthority.com/> and includes a subscription feature for future agendas once they are posted. Frank requested that the Board and others make sure the emails are not being filtered out by spam

MGSA Board Meeting Minutes for September 10, 2020

software.

- MarinMap GIS Program
 - MarinMap recently discussed with Fire representatives whether there was any way that MarinMap could be used to assist with after-fire analysis and reporting
- Taxi Regulation Program
 - Contractor Brown met with drivers and company owners at Northgate Mall in the parking lot given the need to be socially distant during COVID 19

B. Public Comment

- Kevin Carrol reminded the Board to publicly call the roll.

C. Approve Minutes of July 9, 2020 Board of Directors Meeting

Motion by Poster seconded by Chanis to approve the minutes for the July 9, 2020 Board Meeting. Motion was approved 6 – 0 with Alilovich absent.

D. Hearing of Appeal of Denial of Taxicab Driver Permit

Following a brief overview from General Counsel Byers regarding process, Brown presented the item.

Several letters were submitted in support of Mr. Siegel which were included in the agenda packet for the Board. In addition, a letter in support was submitted by Mr. Carroll.

Following public comment, the Board recessed into Closed Session for the Appeal Hearing on the taxi permit denial for Stephen Siegel.

CLOSED SESSION

- E. Closed Session Pursuant to Government Code Section 54956.7, LICENSE/PERMIT DETERMINATION – Applicants: 1**

OPEN SESSION

MGSA Board Meeting Minutes for September 10, 2020

Following Closed Session, the Board, by motion put forward by McGill and seconded by Nicholson supported the appeal and issued a permit to Mr. Stephen Siegel. The Motion passed by a vote of 6 – 0 with Alilovich absent.

F. Professional Services Contract with Marin County for Funds for the Marin Climate and Energy Partnership (MCEP)

Frank introduced the item. The Board, by motion put forward by Chanis seconded by Condry approved Resolution 2020 – 20 delegating to the Executive Director the authority to sign the \$75,000 contract. The Resolution passed by a vote of 6 – 0 with Alilovich absent.

G. Professional Services Contract with Sustainable Marin / Resilient Neighborhoods to Provide Outreach for the Marin Climate and Energy Partnership (MCEP)

Frank introduced the item. The Board, by motion put forward by Nicholson seconded by Poster approved Resolution 2020 – 21 delegating to the Executive Director the authority to sign the \$30,000 contract. The Resolution passed by a vote of 6 – 0 with Alilovich absent.

H. Response to the 2019/20 Civil Grand Jury Report Entitled: Follow-Up Report on Web Transparency of Agency Compensation Practices

The Board, by motion put forward by Chanis seconded by McGill approved the Response to be sent to the Grand Jury for the Report Entitled: Report on Web Transparency of Agency Compensation Practices. The Motion passed by a vote of 6 – 0 with Alilovich absent.

I. Ad Hoc Marin Humane Contract Negotiations Subcommittee Appointment (Frank)

The Board, by motion put forward by Nicholson and seconded by Condry appointed Michael Frank, Dan Eilerman, Alan Piombo, and Adam McGill to the Ad Hoc Marin Humane Contract Negotiations Subcommittee. The Motion passed by a vote of 6 – 0 with Alilovich absent.

J. Comcast Franchise / PEG Fee Audit Waiver and Tolling Agreement

Frank introduced the item. The Board, by motion put forward by Condry and seconded by Nicholson approved Resolution 2020 – 22 delegating to the Executive Director the authority to sign the Tolling Agreement with Comcast. The Resolution passed by a vote of 6 – 0 with Alilovich absent.

K. Community Media Center of Marin (CMCM) Bylaws Change Regarding Board Member Appointments

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No action taken. The Board did express an interest in keeping an eye on the issue of MGSA recommending a Councilmember to the CMCM Board and was willing to revisit if issues arose in the future.

L. Preliminary FY 20/21 Budget Status and Upcoming FY 21/22 Budget Process

No action taken. Executive Officer Frank expressed concern about the Agency's financial situation and how difficult this coming budget process could be. The Board expressed an interest in looking at the financials once 6 months of data was in place for the current year.

CLOSED SESSION

M. CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Paragraph (2) of Government Code Section 54956.9: (One potential case)

The Board came out of Closed Session and did not have anything to report.

N. Adjournment

The meeting was adjourned at 11:16 am.



Michael S. Frank, Executive Office



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415 446 4428
mgsastaff@marinjpas.org

MEMORANDUM

DATE: November 12, 2020

TO: MGSA Board of Directors

FROM: Michael Frank, Executive Officer

SUBJECT: Marin County Stormwater Pollution Prevention Program (MCSTOPPP)
Update

Recommendation

Accept this update regarding the Marin County Stormwater Pollution Prevention Program by Rob Carson, MCSTOPPP Program Administrator. No action is requested.

Attachment

- **Attach D1** – Board update of MCSTOPPP Program.



Marin Countywide Stormwater Pollution Prevention Program
P.O. Box 4186 San Rafael, CA 94913-4186
Tel. (415) 473-6528 Fax (415) 473-7221
www.mcstoppp.org

TO: Marin General Services Authority Board and Michael Frank, Executive Director, MGSA

FROM: Rob Carson, MCSTOPPP Program Administrator

RE: MCSTOPPP update

DATE: November 12, 2020

Marin Countywide Stormwater Pollution Prevention Program (MCSTOPPP) will be returning to your Board in January with a FY21-22 budget for your consideration and recommendation to the County Board of Supervisors. Given the anticipated municipal budget deficits this year and possibly next, I plan to propose no increase in the 2021-22 budget. This is possible because the reissuance of the regulatory permit has been delayed, pushing back the implementation of new regulatory compliance programs by the local municipalities and MCSTOPPP.

The Next Stormwater Permit - The North Bay Phase II permittees from Marin, Sonoma, Napa and Solano Counties (with the exception of the City of Petaluma) communicated our opposition to the San Francisco Regional Water Quality Control Board's (SF RWQCB) proposed integration of the phase II communities into the next issuance of the Phase I Municipal Regional Permit (MRP). Waterboard staff have acknowledged our concerns and appear to have accepted our continued coverage under the statewide phase II stormwater permit.

As I mentioned in previous updates, additional water quality regulations regarding Polychlorinated Biphenyls (PCBs) and Mercury Total Maximum Daily Loads (TMDLs) will be applied to Marin in the next permit round. A working group of affected north bay permittees have been negotiating with SF RWQCB staff on potential regulatory language for compliance programs targeting these water quality pollutants.

MCSTOPPP has been engaged in detailed discussions with the State Water Resources Control Board (SWRCB) as they develop language for the next issuance of the statewide phase II permit. Most existing regulatory program elements remain largely unchanged with the most significant additional requirements around new trash control requirements (which we have known about and are well prepared to comply with), and asset management requirements. The waterboard statewide is moving toward requirements for municipalities to have storm water infrastructure management plans to account for the long-term operation and replacement costs of the public storm drain system.

As I mentioned, the reissuance of the statewide phase II permit has been delayed. We were anticipating a public review draft in late summer with adoption hearings in early 2021, but delays related to Covid-19 impacts, as well as the prioritized reissuance of other statewide permits have pushed the timeline. SWRCB has not provided an updated schedule for the phase II permit reissuance, but we are assuming it will still occur in 2021.

Targeted Pollutant Controls – The regulatory focus is on control programs for specific priority pollutants including trash, PCBs and mercury. MCSTOPPP will continue to plan for compliance, conduct feasibility studies and provide guidance to support local, municipal decision making around these pollutant control programs. We will also continue to identify grants and outside agency funding to support implementation. Some more details are included below for each area.

Trash – Phase II municipalities have until 2030 to prevent trash larger than 5mm in all priority land use areas (commercial, industrial, high-density residential and transit) from being discharged from the municipal storm drain system. This will be accomplished through installation and maintenance of structural controls (full trash capture devices) in the storm drain systems, and through institutional controls like behavior change, litter cleanups, waste management practices, etc. MCSTOPPP will be supporting local decision-making by completing feasibility studies of potential large full trash capture device locations, educating staff on best management practices, developing a maintenance program for the installed devices, and continuing to secure outside funding for implementation. The \$685K grant from the US EPA that MCSTOPPP received in 2019 is funding the installation of small devices throughout Marin and will help fund the purchase and installation of a large device in the City of San Rafael. MCSTOPPP is continuing to identify additional trash compliance funding. Most recently, we provided Caltrans with details for potential trash projects covering over 325 acres and capturing some part of Caltrans right-of-way in order to secure future funding from one of several water quality compliance funds to implement projects by 2026.

Green Infrastructure – The preferred control program for many urban stormwater pollutants (including PCBs and mercury) is the widespread implementation of low impact development (LID) or “green stormwater infrastructure”, including such things as bioretention facilities, swales, cisterns, pervious pavement and underground storage and infiltration. The next permit will require the development of a green infrastructure (GI) plan that lays out how this shift from grey to green stormwater infrastructure will occur and provide some reasonable assurance that the required progress toward water quality targets will result. MCSTOPPP will continue to support our member agencies with tracking and reporting for both public and private regulated development projects, will develop a template GI Plan for local adaptation and adoption and will seek outside funding for implementation.

MCSTOPPP appreciates the support, engagement and participation of the 12 member agencies and is committed to providing cost-effective water quality protection programs for Marin.

Sincerely,



Rob Carson
Stormwater Program Administrator
MCSTOPPP



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415 446 4428
mgsastaff@marinjpas.org

MEMORANDUM

DATE: November 12, 2020

TO: MGSA Board of Directors

FROM: Michael Frank, Executive Officer

SUBJECT: Tentative 2021-2023 Agreement for Animal Control Services with Marin Humane

Recommendation

Accept this written update and provide any input desired regarding the tentative 2021-2023 Animal Care and Control Agreement with Marin Humane (MH). No action is requested.

Background

Marin County and all of Marin's cities and towns provide animal services through a joint powers agreement. The County contracts with Marin Humane (MH) to provide animal services on behalf of all jurisdictions. The current three-year agreement with MHS expires on June 30, 2021.

Ongoing management of the Contract has been delegated to the Marin General Services Authority since January 8, 2015. MGSA has facilitated the negotiation of a new Contract with MH. The Negotiating Team has been meeting since September 2020 to negotiate a new agreement as well as discuss any needed changes to the Animal Control Ordinance and any needed Ordinance fee changes.

The Team included representatives from the County Administrator's Office [Dan Eilerman, Assistant County Administrator and Jacalyn Mah, CAO's Office Administrative Services Manager], the Executive Officer of the Marin General Services Authority [Michael Frank], and the City Managers of the cities of Novato and Mill Valley [Adam McGill and Alan Piombo].

Agreement for Animal Services with Marin Humane

The Negotiating Team discussed with MH the impact of COVID-19 on their organization including fundraising challenges, increased staffing workloads, and uncertainty about the future. The Team also reviewed the cost of services and staffing. As a result of those discussions and negotiations, the Team is recommending a very similar contract to previous years with the following key changes and recommendations:

- **Term** - A two-year agreement for FY 2021-22 through FY 2022-23.
- **No Annual Cost Increase** – The attached contract is flat. In other words, the annual payment over the previous year would not increase (0.0%) in FY 2021-22 and (0.0%) in FY 2022-23.
- **No Dog License Fee Changes** – MH promotes and collects dog license fees. No changes in fees are recommended at this time given the uncertainty in the future of the economy and the current downturn.
- **Marin Emergency Radio Authority (MERA)** – Similar to recent contracts with MH, a reopener is included if MERA capital costs are required during the term of the agreement.
- **Animal Control Ordinance, Chapter 8.04 of Title 8** – After discussions with the Negotiations Team and reaching out to all jurisdictions, no changes to the existing Animal Control Ordinance is recommended.

Fiscal Impact

The fiscal impact of the proposed three-year agreement with MH would result in annual costs of \$3,666,351 for FY 2021-22; and \$3,666,351 for FY 2022-23; for the two-year term from July 1, 2021 - June 30, 2023.

The Draft Agreement is attached as **Attach E1**.

Marin City and Town Managers were presented a verbal summary of the tentative contract at its meeting on October 29, 2020 and no concerns were raised.

Attachments

- **Attach E1** - Draft Agreement for Animal Control Services for FY 2021/22 and FY 2022/23 between the County of Marin and Marin Humane

AGREEMENT FOR ANIMAL SERVICES

THIS AGREEMENT, made and entered into this 8th day of December 2020, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and MARIN HUMANE also known as Marin Humane Society (hereinafter referred to as "CONTRACTOR".)

WITNESSETH:

In consideration of the mutual promises set out below, CONTRACTOR and COUNTY agree as follows:

- 1. (A) The services to be performed, (B) the time within which said services are to be performed, (C) the amount of compensation and (D) the schedule for payment of such compensation shall be as specified in Exhibit "A.",
- 2. ADDITIONAL PROVISIONS. Additional provisions for this Agreement are set forth in Exhibit "B".
- 3. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
- 4. DESIGNATED REPRESENTATIVES. The County Administrator is the representative of the COUNTY and will administer this Agreement for the COUNTY. Marin Humane's Chief Executive Officer is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.
- 5. EXHIBITS. All Exhibits referred to herein are attached hereto and by this reference incorporated herein. Exhibits include:
 - Exhibit "A" - Services and Payment
 - Exhibit "B" - Additional Provisions
 - Exhibit "C" - General Provisions
- 6. AGREEMENT DATE. The Agreement Date is December 8, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

COUNTY OF MARIN ("COUNTY")

MARIN HUMANE ("CONTRACTOR")

By: _____
Katie Rice, President, Board of Supervisors

Chief Executive Officer

Approved as to Form:

Marin County Counsel

EXHIBIT "A"

A.1. SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR'S duties include, but are not limited to the following:

CONTRACTOR shall provide to COUNTY and the Cities/Towns party to the Joint Powers Agreement, dated 5/22/79 and modified on 12/4/90, the following services and facilities:

1. Animal Services Authorities:

CONTRACTOR shall provide field enforcement and shelter services in accordance with the terms and conditions of this Agreement and pursuant to the provisions of Chapters 8.04 through 8.12 of the Marin County Code, similar provisions of ordinances of joint powers authority members and all provisions of law relating to animal abuse and animal control and shelter services of the State of California. Such enforcement specifically includes authority to appoint animal services officers pursuant to provisions of County Code and State law, powers of arrest, the obligation to carry out all lawful orders of the Marin County Health officer in the performance of duties specified in Sections 2606.0, 2606.2, 2606.4 and 2612.1 of Title 17 of the California Administrative Code, and the obligation to provide adequate instruction, training and supervision of all animal services officers.

2. Licensing of Dogs:

CONTRACTOR shall be responsible for dog licensing, and will work to maximize compliance through use of computerized records, rabies reports from veterinarians, and coordination of license sales at the shelter and at other locations. CONTRACTOR will provide for enforcement of the dog licensing provisions of the Marin County Code and similar provisions of ordinances of joint powers authority members, including the ordering and sale of licenses and tags. CONTRACTOR shall not release any impounded dog to its guardian unless it is licensed as required by law. CONTRACTOR shall maintain and make available to COUNTY a record of all licenses sold and fees collected. License records shall be available to the members of the Animal Services JPA at the COUNTY'S request.

3. Contract Animal Services:

- a.) CONTRACTOR shall provide for a minimum of 32 animal services officer staff hours covering the County during each 24-hour period, five (5) days per week. Weekends and major holidays will be covered by 24 animal services officer hours during each 24-hour period on Saturdays and Sundays. Non-urgent staff phone coverage will be provided consistent with Contractor's standard operating hours of Tuesday through Sunday.
- b.) CONTRACTOR shall pick up dead wildlife, excluding marine mammals, seven (7) days a week, on public property at no fee to the County and Cities/Towns, and on private property subject to the fee adopted by the County.
- c.) CONTRACTOR shall enforce the provisions of dangerous animals codes pursuant to the ordinances, assist the Office of the District Attorney for resolution and/or prosecution of alleged violations, and CONTRACTOR shall assist the County Counsel's office on potentially dangerous animal and vicious animal appeals.
- d.) CONTRACTOR shall act as agents for the County Health Department for the purposes of quarantine of biting animals and the enforcement of State statutes, State Regulations and County guidelines relating to rabies control, including State mandated rabies clinics.
- e.) CONTRACTOR shall conduct patrols for stray dogs in all areas of the County and Cities/Towns on an on-going basis for the purpose of enforcing leash and control laws where in effect. Patrol time shall be a minimum average of 100 hours per month (1200) hours per year.
- f.) CONTRACTOR shall obtain and maintain equipment and establish procedures to receive and respond to, as required, all animal-related calls countywide, 24 hours a day, seven days a week.
- g.) CONTRACTOR shall pick up stray dogs, confined cats, and other animals; and impound animals, or return home and issue citations, as appropriate.

Attachment E1

- h.) CONTRACTOR shall administer licensing program including, but not limited to ordering tags, developing paperwork, sales sites, sponsor rabies clinics, data processing, mailing, renewals, problem solving and enforcement.
- i.) CONTRACTOR shall administer a licensing enforcement program that includes conducting at least one license amnesty effort per contract year, and other efforts that may be mutually agreed upon.
- j.) CONTRACTOR shall investigate complaints, (excluding barking dogs) including those regarding potentially dangerous or vicious animals.
- k.) CONTRACTOR shall investigate livestock depredation and wildlife harassment.
- l.) CONTRACTOR shall inspect and permit, subject to County ordinance provisions, all Commercial Animal Establishments and Exhibits.
- m.) CONTRACTOR shall inspect and permit, subject to County ordinance provisions, applications for Animal Hobbyist and Ranch Dog Permits.
- n.) CONTRACTOR shall pick up and relocate or euthanize trapped wild animals.
- o.) CONTRACTOR shall euthanize or transport all sick or injured wildlife to a rehabilitation facility.
- p.) CONTRACTOR shall provide joint powers authority impoundment services to include receiving unwanted animals, the impounding, housing, redemption, treatment, euthanasia, and disposal of animals. CONTRACTOR shall shelter and care for all stray and unwanted animals 24-hours a day, seven (7) days a week. CONTRACTOR shall provide to members of the Animal Services JPA the State-mandated programs in effect at the time of this Agreement. For the purposes of this Agreement, animals held beyond the time frames as outlined by State law, County or City/Town ordinance, and legitimate animal services purposes, shall be the financial responsibility of CONTRACTOR.
- q.) CONTRACTOR shall also maintain records of any mandated services sufficient to allow COUNTY, on behalf of the joint powers authorities, to make a claim for any State mandated costs. These records shall document added costs for personnel, supplies and professional services for Chapter 747, Statutes of 1998 (AB1856 Vincent) and Chapter 752, Statutes of 1998 (SB 1785 Hayden) 752, separately. Documented costs shall include services previously performed voluntarily, but now mandated by Chapters 747 and 752. CONTRACTOR shall also cooperate fully with COUNTY and Cities/Towns to facilitate the claiming of the State mandated costs.
- r.) CONTRACTOR shall treat all animals that can "reasonably" be rehabilitated, and euthanize all untreatable animals.
- s.) CONTRACTOR shall dispose of dead animals by cremation or rendering.
- t.) CONTRACTOR shall maintain records and conduct searches for the purposes of reuniting lost pets with their guardians.
- u.) CONTRACTOR shall redeem stray animals and collect all fees.
- v.) CONTRACTOR shall sterilize all cats and dogs prior to placement.
- w.) CONTRACTOR shall provide County with monthly animal activity and service call statistics/reports.
- x.) CONTRACTOR shall respond to citizen complaints about animal services.
- y.) CONTRACTOR shall be designated by County Office of Emergency Services as the lead agency to provide animal services during declared disasters for Marin County and all JPA Cities/Towns.
- z.) CONTRACTOR shall provide for administrative hearings pursuant to Penal Code section 597.1.
- aa.) CONTRACTOR shall provide requested animal rescue services.

Attachment E1

bb.) CONTRACTOR shall respond to calls within eight (8) hours from receipt of call, and in general order of priority as follows:

- i. Non-aggressive running dogs at large on school grounds.
- ii. Trapped animals (in humane traps).
- iii. Confined animals.

cc.) CONTRACTOR shall respond to calls within twenty-four (24) hours:

- i. Owner surrendered animals subject to County adopted fee.
- ii. Pick up dead animals subject to County adopted fee, when applicable.
- iii. Respond to animal bite reports.
- iv. Complaint patrols focused on specific neighborhood problem areas that have generated citizen complaints. Patrols to be conducted for at least thirty (30) days from the date of the complaint, with a minimum of three (3) patrols per month in each complaint area.

dd.) CONTRACTOR shall respond to calls within forty-eight (48) hours to:

- i. Pick up dead animals, excluding marine mammals, in Coastal Marin subject to County adopted fee when applicable.
- ii. Pick up dead wildlife in Coastal Marin.

ee.) CONTRACTOR shall propose any administrative regulation for adoption to the County and the Cities and Towns who are participants in the Joint Powers Agreement regarding Animal Services. Additional proposed administrative regulations shall be timely submitted by CONTRACTOR to governmental entities for adoption or ratification as new procedures and practices are developed furthering the enforcement activities undertaken on behalf of County or City/Town ordinances and State law.

The above roster of services is not intended to be exhaustive or exclude performance of any additional services expressly described in or otherwise necessary or implied by the regulatory scheme set forth in the Marin County Code.

4. Contractor Priorities:

CONTRACTOR shall respond, as CONTRACTOR'S highest priority, to all emergency calls. For the purpose of this subsection, "emergency call" means:

- a.) Animals/situations endangering human life or safety in conjunction with the appropriate law enforcement agency or agencies.
- b.) Sick or injured animals.
- c.) Situations threatening animal life or safety.
- d.) Requests by law enforcement agencies.
- e.) Protective custody requests.

5. State Mandated Injured Animal Programs:

CONTRACTOR will administer and absorb the costs of the State-mandated County sick and injured animal program.

6. Fee Collection Services:

Upon redemption of an animal by its owner, CONTRACTOR shall collect all impound, board, license, trailering, herding, permit, veterinarian fees and any other contract related fees as assessed by County or City/Town ordinance and State law.

7. Maintenance of Records:

CONTRACTOR shall maintain records of each impounded animal, including a description of the animal, date of receipt, manner of disposal, and fees or charges paid. These records shall be available to JPA agencies by request of the County.

8. Identification of Dead Pets:

CONTRACTOR shall hold the remains of any dead pets with identification for up to 24-hours.

9. New State Mandates:

CONTRACTOR will participate in good faith negotiations to implement new state animal services mandated programs enacted during the time of this Agreement.

10. Discontinued State Mandated Animal Services:

Upon County's request, CONTRACTOR will participate in good faith negotiations to eliminate any state-mandated programs discontinued by California State law during the term of this Agreement.

A.2. TIME SERVICES RENDERED

Services will be provided from July 1, 2021 through June 30, 2023.

A.3. MANNER SERVICES ARE TO BE PERFORMED

CONTRACTOR, (including CONTRACTOR'S agents, servants and employees) is not an agent or employee of the County of Marin, or any of the members of the Animal Services Joint Powers Authority which include the following cities: Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon, but an independent contractor solely responsible for its acts, and this Agreement shall not be construed as an agreement for employment.

A.4. RESPONSIBILITIES OF THE COUNTY

1. Uniform Ordinance and Citation Authority:

COUNTY will encourage members of the Animal Services Joint Powers Authority to comply with the requirements of the joint powers authority to establish uniform animal services ordinances and citation authority in the incorporated city/towns and unincorporated areas.

2. Dispatching Services:

COUNTY shall provide dispatching services for CONTRACTOR through the Communications Division of the Sheriff's Department. Normal charges associated with this service will be waived. CONTRACTOR shall acquire the equipment necessary to participate in the Marin Emergency Radio Authority's (MERA) radio system without additional cost to the County for the term of this Agreement.

3. Duties of Health Officer:

Under Sections 2606.0, 2606.2, 2606.4, and 2612.1, Title 17, of the California Administrative Code, the Health Officer is required to provide a program of rabies control, including receiving reports of animal bites, isolation (quarantine) of rabid or suspected rabid animals, isolation (quarantine) of biting animals, laboratory examination of certain animals for rabies, quarantine of wounded animals that have been bitten by (or have had contact with) a known or suspected rabid animal, establish quarantine areas, and administration and enforcement of Section 121690, California Health and Safety Code. Section 121690 deals with licensing and vaccination procedures for dogs. Inasmuch as this Agreement provides that many aspects of investigation and enforcement shall be carried out by animal services officers employed by CONTRACTOR, the Health Officer shall provide written protocols and procedures to be followed by CONTRACTOR in carrying out activities related to rabies control.

4. Rabies Control:

As necessary, the County Health Officer shall provide to CONTRACTOR by March 1 of each year of this Agreement, updated written rabies guidelines relating to enforcement of rabies quarantine procedures that accurately reflect current Health Department practices.

A.5. PAYMENT

COUNTY shall pay CONTRACTOR as follows:

Attachment E1

1. Contract Payments:

- a.) For Fiscal Year 2021-22 commencing on July 1, 2021 (0.0% increase from fiscal year 2020-21) \$3,666,351
- b.) For Fiscal Year 2022-23 commencing on July 1, 2022 (0.0% increase from fiscal year 2021-22) \$3,666,351

In no event will costs to the County for the services to be provided herein exceed the maximum sum of \$7,332,702, including direct non-salary expenses.

Notwithstanding the above, COUNTY and CONTRACTOR agree to reopen in the event that Marin Emergency Radio Authority (MERA) equipment or MERA-related technology enhancements are required during the term of this Agreement.

2. Method of Payment and Agreed Per Diem.

COUNTY shall pay to CONTRACTOR 1/12 of the total annual contract amount, as specified in Section A.5, 1. a.) through c.) in 12 equal installments by the first day of each month. For purposes of determining amounts due if this Agreement is terminated before June 30 of the current year, a per diem amount shall be established by dividing the total annual contract payment by 365 days.

3. Payment of Fees to County.

All impoundment, board, trailering, herding, dead on arrival (DOA) pickups, quarantine, permit fees, and any potentially dangerous animals and vicious animals sanction fines received by CONTRACTOR, will be remitted by CONTRACTOR to the County Administrator no later than the 20th of the month following collection.

Dog licensing fees received by CONTRACTOR up to \$300,000 per fiscal year will be remitted by CONTRACTOR to the County Administrator; and 40% of any licensing fees received over \$300,000 per fiscal year will be remitted by CONTRACTOR to the County Administrator, no later than the 20th of the month following collection. Licensing fees not remitted by CONTRACTOR shall be used for either promotion of the licensing program or facilities maintenance and CONTRACTOR shall provide an annual communication to the MGSA Board on licensing fee use.

4. Use of Contract Revenues.

CONTRACTOR agrees that all funds paid by COUNTY pursuant to this Agreement will be used only to fulfill the terms of the contract.

5. Annual Audit.

An independent audit, by a Certified Public Accountant, will be supplied annually at no additional cost to the County.

6. Appropriations.

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California, or other third party. Should the funds not be appropriated County may terminate this agreement with respect to those payments for succeeding fiscal years for which such funds are not appropriated. County will give Contractor one-hundred eighty (180) days written notice of such termination. All obligations of County to make payments after the termination date will cease and all obligations of CONTRACTOR to provide animal services pursuant to this Agreement shall cease.

Notice from COUNTY that this Agreement is terminated because funds have not been appropriated shall be given to CONTRACTOR at least one-hundred eighty (180) days prior to the start of the next succeeding fiscal year. In the event that COUNTY gives such notice of termination, the provisions of Exhibit "C," Paragraphs 12 (a) and (b), shall be effective with respect to termination of the Agreement, except that the two-year notice required by the initial paragraph of Paragraph 12 shall not be required, and termination of this Agreement shall be effective upon the last day of the then current fiscal year.

EXHIBIT "B"

ADDITIONAL PROVISIONS

1. Independent Contractor Status

It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY, or any of the member Cities or Towns of the Joint Powers Agreement (herein after referred to as "governmental entities") except as to the final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR may seek clarification from the COUNTY or affected local agency regarding the enforcement of the County, City and Town ordinances. CONTRACTOR or its sureties shall not employ legal counsel in connection with CONTRACTOR'S obligation to indemnify and defend the governmental entities that may have interests or clients with interests that are adverse to those of the governmental entities. Legal counsel charged with defending the interests of any of the Cities and/or the COUNTY in litigation associated with the performance of services under this Agreement shall, prior to representation, audit its records of existing or past clients to ascertain whether there is a legal conflict of interest. Should either party identify a potential conflict of interest, counsel shall either secure the necessary waivers, or, if a waiver from all affected parties cannot be secured, counsel charged with the defense of the Cities/Towns and/or the County shall excuse themselves and the Humane Society shall promptly secure new legal counsel who is free from a conflict of interest.

2. Extension of Service

CONTRACTOR and COUNTY (on behalf of the Joint Powers Authority) agree to hold good faith negotiations to extend the Marin Humane Society's provision of Animal Services following the expiration of this Agreement. If notice of termination is given as described in Section 12 of Exhibit C and extends the services beyond the original termination date of the contract, then San Francisco Bay Area CPI-U, as determined by the Department of Labor, Bureau of Labor Statistics will be used to determine the cost of the extended contract.

EXHIBIT "C"

GENERAL PROVISIONS

1. Acceptance by COUNTY of the work performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for the work performed. CONTRACTOR understands and agrees that the scope of the work to be performed under this Agreement can and shall be performed in a manner compatible with the standards of contractor's occupation or profession.
2. It is expressly understood that in the performances of the services herein, the CONTRACTOR, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the COUNTY. This Agreement shall not be construed as an agreement for employment. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to, withholding and Social Security.
3. CONTRACTOR shall provide COUNTY with timely advice of all significant developments arising during performance of its services hereunder, orally or in writing, as COUNTY deems appropriate. COUNTY'S standing request is for notification as soon as possible. If initial communications are made orally, COUNTY requests a confirming letter or e-mail thereafter.
4. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
5. It is recognized by the parties hereto that a substantial inducement to COUNTY for entering into this Agreement was and is the reputation and competence of CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without prior written approval of COUNTY and this Agreement contemplates the services of CONTRACTOR as the primary provider of the services called for to be performed. Except as otherwise provided in this section, CONTRACTOR shall, with the exception of veterinary services, disposal services and disaster mutual aid, not subcontract any portion of the performance contemplated and provided for herein without prior written approval of COUNTY. Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "Secondary Parties"), shall comply with each term and condition of this Agreement. Furthermore, CONTRACTOR shall be responsible for the Secondary Parties acts and satisfactory performance of the terms and conditions of this Agreement.
5. CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to all work under this Agreement in accordance with accepted professional practice and accounting procedures for a minimum period of 7 years after the end of each contract year. COUNTY, or any of its duly authorized representatives, shall have access to such books, records, documents (including electronically formatted materials), and other evidence for purposes of inspection, audit and copying, and compliance with COUNTY'S governmental obligations.
6. Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR or its subcontractor shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to COUNTY, naming the COUNTY, any related agency governed by the Board of Supervisors and any of the member Cities or Towns of the Joint Powers Agreement or for whom the services under the contract are being provided, and COUNTY'S, or related agency's, officials, employees, and volunteers as additional insureds, (hereinafter referred to as "the insurance"). The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.
 - a.) Said policies shall be in effect for the duration of this Agreement and shall provide that they may not be canceled without first providing COUNTY with thirty (30) days written notice of such intended cancellation. If CONTRACTOR fails to maintain the insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.
 - b.) Minimum Scope of Insurance. CONTRACTOR shall procure insurance covering general liability, automobile liability, and worker's compensation. Coverage shall be at least as broad as:
 - i. Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO Form. A non-ISO form must be reviewed by the COUNTY prior to acceptance of the Agreement.

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- ii. Except as otherwise provided in (e)(ii)(bb) Insurance Services Office form number CA 0001 or equivalent ISO form covering Automobile Liability, Code 1 "any auto" and Endorsement CA 0029.
 - iii. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- c.) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
- i. General Liability and Vehicle Liability Coverages. The COUNTY and the public entity awarding the contract if other than the COUNTY, and their officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; or vehicles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

The CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officials, employees and volunteers and any other insureds under this contract. Any insurance or self-insurance maintained by the COUNTY, its officials, employees and volunteers or other insureds, shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officials, employees and volunteers or other insureds under this contract. Coverage shall state that the CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - ii. Worker's Compensation and Employers Liability Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.
- d.) Acceptability of Insurers. Liability Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII if admitted. A non-admitted insurer shall have a Best's rating of no less than A-X.
- e.) Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:
- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a general aggregate limit of \$5,000,000.
 - ii. Vehicle Liability: Subject to the option and Agreement of the COUNTY either: (aa) \$1,000,000 combined single limit per accident for bodily injury or property damage or; (bb) Personal Automobile liability coverage of \$500,000 bodily injury and property damage.
 - iii. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- f.) In addition to the above policies, if CONTRACTOR is to hire a subcontractor directly related to the provision of services under this Agreement, CONTRACTOR shall require subcontractor to provide reasonable insurance in addition to the coverage required under this Agreement, and shall require subcontractor to name CONTRACTOR as additional insured under its Agreement. Certificates of Insurance and original endorsements providing such coverage shall be provided to COUNTY under Paragraph 6 (h) of this Agreement.
- g.) Deductibles and Self-Insured retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officials and employees; or the

Attachment E1

CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- h.) Verification of Coverage. CONTRACTOR shall furnish the COUNTY with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the COUNTY or on forms received and approved by the COUNTY before work commences. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- i.) CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance and endorsement(s) to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that thirty (30) days, or as soon as practical, prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.
- j.) CONTRACTOR'S failure to maintain the insurance coverage required by this Agreement shall be a material breach of contract for the purposes of paragraph 12 (b.).

7. CONTRACTOR shall effectively protect and guard COUNTY or its related agencies and its officers, employees and volunteers, and all City/Town members of the Animal Services JPA (hereinafter collectively referred to as "COUNTY"), from any liability, including, but not limited to, damages, costs, expenses, attorney's fees, experts' fees, and witness costs that may be asserted or incurred by any person or entity, including the CONTRACTOR, third parties and/or the above referenced indemnitees (i.e. "COUNTY"), arising out of or in connection with CONTRACTOR'S performance hereunder, whether or not there is concurrent passive negligence on the part of the above-referenced indemnitees. CONTRACTOR shall indemnify, defend, and hold COUNTY harmless from any and all claims, suits, actions, costs, and liability, attorneys' fees, experts' fees, witness costs ensuing arising out of or in connection with: (i) the activities of CONTRACTOR in performing any work addressed in this Agreement, (ii) CONTRACTOR'S performance or non-performance under this Agreement, (iii) CONTRACTOR'S breaches of this Agreement, (iv) the COUNTY'S approval of this Agreement (except for any claims CONTRACTOR may have against the COUNTY for COUNTY'S breach of this Agreement), (v) the COUNTY'S compliance or non-compliance with any law applicable to the approval, processing and implementation of this Agreement and (vi) CONTRACTOR'S violation of any law, ordinance or regulation, whether or not there is concurrent, passive negligence on the part of the COUNTY and notwithstanding any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under worker's compensation, disability, or other employee benefit acts, the acceptance of insurance certificates required under this Agreement, or the terms, applicability, or limitations of any insurance held by CONTRACTOR. COUNTY shall not be responsible for any of the actions or inactions of CONTRACTOR pursuant to this Agreement.

8. CONTRACTOR shall maintain appropriate licenses to perform the services contemplated under this Agreement throughout the life of this Agreement. CONTRACTOR shall also obtain any and all permits which might be required by the work to be performed herein.

9. CONTRACTOR and/or any permitted subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin, based on race, color, religion, nationality, sex, sexual orientation, age, condition of disability, or any other protected class. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the anti-discrimination and anti-harassment mandates of all Federal, State and local statutes, regulations and ordinances.

10. If litigation or administrative hearings ensue which pertain to the subject matter of CONTRACTOR'S services hereunder, CONTRACTOR upon request agrees to testify.

11. CONTRACTOR warrants and covenants that CONTRACTOR presently has no interest in, nor shall any interest be hereinafter acquired in any matter which will render the services required under the provisions of this Agreement, a violation of any applicable state, local or federal law. CONTRACTOR further warrants that no officer or employee of the COUNTY has influenced or participated in a decision to award this contract which has or may confer on CONTRACTOR a benefit in which such employee or officer may have an interest, pecuniary or otherwise. In the event that any conflict of interest or violation of

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this section should nevertheless hereafter arise, CONTRACTOR shall promptly notify COUNTY of the existence of such conflict of interest or violation so that the COUNTY may determine whether to terminate this Agreement.

12. COUNTY or CONTRACTOR shall have the right to terminate this service at any time during the life of the contract by giving a (two-year) notice in writing of such termination to the other party. In the event either party gives notice of termination:
 - a.) CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols computer files, or combinations thereof.
 - b.) COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement and as determined by the per diem amounts specified in Paragraph A.5.2 of Exhibit A provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as, in the judgment of the COUNTY, is necessary to determine the reasonable value of the services rendered by CONTRACTOR.
 - c.) In the event CONTRACTOR exercises the right to terminate, the two year termination notice provision shall supersede the normal termination date of this Agreement. If the two year termination provision cannot be accommodated within the time period remaining under the Agreement, the parties agree that the term of this Agreement shall be extended until the end of the two year termination notice period. During that extended period of time, all the terms of the Agreement not in conflict with the extension of the Agreement shall remain unchanged, in full force and effect. The cost of the extended contract will be adjusted annually based upon the San Francisco Bay Area CPI-U.
13. This Agreement, together with its specific references, exhibits and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.
14. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
15. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
16. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
17. In any action at law or in equity, including an action for declaratory relief, brought to enforce or interpret provisions of this Agreement, each party shall bear its own costs, including attorney's fees.
18. Unless otherwise expressly waived in writing by the parties hereto, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the COUNTY of Marin, State of California. This Agreement and all matters relating to it shall be governed by the law of the State of California.
19. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
20. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

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21. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within thirty (30) days of the date of notice, then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

22. This Agreement, at the option of COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

23. COUNTY may terminate this Agreement in the event CONTRACTOR ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

24. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

25. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and as a complete and exclusive statement of the terms of the contract, pursuant to Code of Civil procedure section 1856. No modification of this contract shall be effective unless and until such modification is evidenced by a writing signed by the authorized representatives of the parties hereto.

If to COUNTY:

Office of County Administrator
County of Marin
3501 Civic Center Drive, Room 325
San Rafael, CA 94903

If to CONTRACTOR:

Marin Humane
Nancy McKenney, Chief Executive Officer
171 Bel Marin Keys Blvd.
Novato, CA 94949



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

MEMORANDUM

DATE: November 12, 2020

TO: MGSA Board of Directors

FROM: Michael S. Frank, Executive Officer

SUBJECT: Election of 2021 MGSA Board of Directors Officers

Recommendation

By two separate motions, elect a President and Vice President of the MGSA Board of Directors for the calendar year 2021.



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

MEMORANDUM

DATE: November 12, 2020

TO: MGSA Board of Directors

FROM: Michael S. Frank, Executive Officer

SUBJECT: 2021 Marin General Services Authority Board of Directors Meeting Schedule

Recommendation

Approve the schedule of MGSA Board of Directors meetings for calendar year 2021.

Discussion

Per the MGSA JPA agreement, the MGSA Board policy has been to meet on the second Thursday of the odd numbered months. The following is suggested for the 2021 Board meeting schedule:

- January 14, 2021
- March 11, 2021
- May 13, 2021
- July 8, 2021
- September 9, 2021
- November 11, 2021 (Possibly move to November 18, 2021 due to Veterans Day)

Meetings are typically held from 10:00 a.m. to 12:00 noon.



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

MEMORANDUM

DATE: November 12, 2020

TO: MGSA Board of Directors

FROM: Michael Frank, Executive Officer

SUBJECT: Response to the 2019/20 Civil Grand Jury Report Entitled, "Climate Change: How will Marin Adapt?"

Recommendation

Consider response as attached to this Agenda Item and authorize President of the Board Middleton to sign the response to be forwarded to the Marin County Civil Grand Jury.

Background/Discussion

On September 11, 2020, the 2019-20 Marin County Civil Grand Jury issued the attached report: *Climate Change: How will Marin Adapt?*

Pursuant to Penal Code Section 933.05, the Grand Jury requested a response to one of their recommendations. Staff has prepared the attached communication and response form for the Grand Jury.

Attachments

- **Attach H1** – Communication and response to the Civil Grand Jury Report entitled: *Climate Change: How will Marin Adapt?*
- **Attach H2** - Civil Grand Jury Report entitled: *Climate Change: How will Marin Adapt?*



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

November 12, 2020

Lucy Dilworth, Foreperson
Marin County Grand Jury
3501 Civic Center Drive, Room #275
San Rafael, CA 94903

SUBJECT: Follow-Up Response to Civil Grand Jury Report Entitled, "Climate Change: How Will Marin Adapt?"

Dear Foreperson Dilworth:

Please see the attached Grand Jury response form approved by the MGSA Board on November 12, 2020.

Should the members of the Grand Jury require additional information, please feel free to contact our Executive Officer, Michael Frank, at mfrank@marinjpas.org or at (415) 798-6073. Thank you.

Sincerely,

Craig Middleton
President of the MGSA Board of Directors
Marin General Services Authority

Marin General Services Authority Response to Web Transparency Grand Jury Report

Report Title: Climate Change: How Will Marin Adapt?

Respondent/Agency Name: Marin General Services Agency (MGSA)

Your Name: Craig Middleton, President of the Board of Directors

RECOMMENDATIONS WHERE RESPONSE IS REQUESTED

- Recommendation #4 - Each member of the Marin Climate & Energy Partnership, should declare its support for broadening the partnership’s mission and increasing its funding as necessary to enable it to support overall climate change planning efforts, including both mitigation and adaptation in cities, towns, and other member agencies throughout the county.

Response to R4 - The Marin General Services Authority (MGSA) is a joint powers authority governed by a Board of Directors, representing the cities, towns, and county of Marin. MGSA administers several programs of countywide scope and benefit, including the Marin Climate and Energy Partnership (MCEP). As MCEP’s fiscal sponsor, MGSA enters into contracts on MCEP’s behalf, collects and disburses revenues, and provides administrative oversight.

MCEP is comprised of the incorporated towns and cities in Marin county, the County of Marin, the Transportation Authority of Marin, the Marin Municipal Water District, and MCE. Staff members from member agencies attend MCEP’s monthly meetings as the agency’s representative. MCEP is a voluntary program and representatives consult their organizations before voting on an action that would commit their agency to providing funds, staffing, or resources for MCEP’s work, or taking a public position on an issue.

MCEP has long declared its support for studying, securing funding, and implementing adaptation planning in its mission statement: *The mission of the Marin Climate & Energy Partnership (MCEP) is to create a countywide partnership that allows partner members to work collaboratively, share resources, and secure funding to: 1) discuss, study and implement overarching policies and programs, ranging from emission reduction strategies to adaptation, contained in each agency’s Climate Action Plan; and 2) collect data and report on progress in meeting each partner member’s individual greenhouse gas (GHG) emission targets.*

MCEP is funded by minimal contributions from its members. If the members desire to increase their contributions and/or expand MCEP's scope to provide additional resources for countywide adaptation planning, they would do so by majority vote according to MCEP's bylaws and ultimately by the MGSA Board of Directors.

Date: 11/12/2020

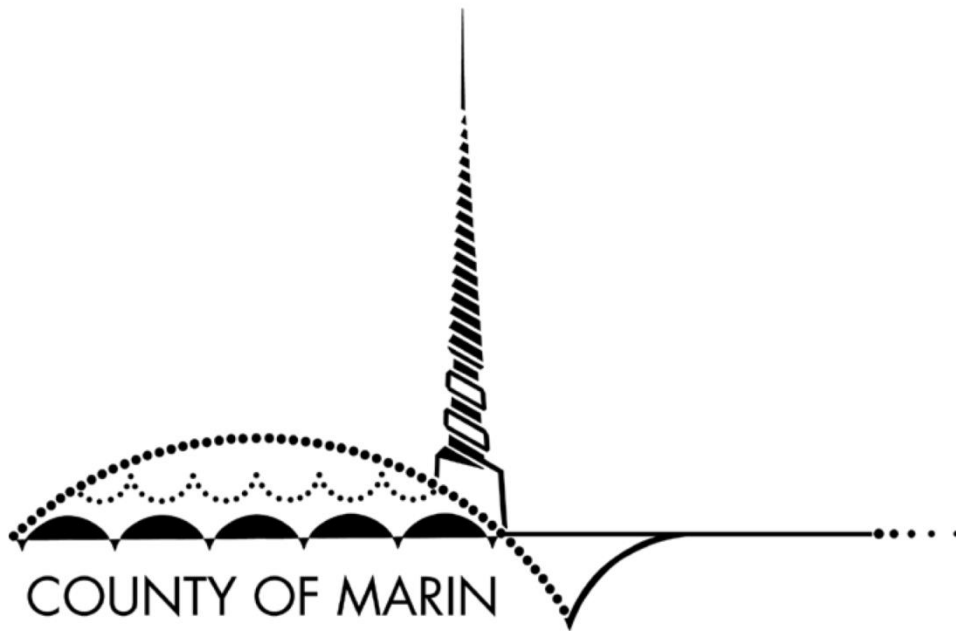
Craig Middleton
President, MGSA Board of Directors

DRAFT

2019–2020 MARIN COUNTY CIVIL GRAND JURY

Climate Change: How Will Marin Adapt?

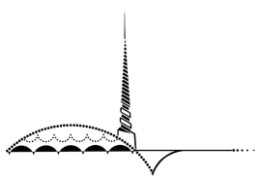
September 11, 2020



A Note about the Coronavirus Pandemic

The 2019–2020 Marin County Civil Grand Jury is issuing its reports during the unprecedented conditions of the COVID-19 pandemic. We are well aware that Marin County is in crisis and that critical public health concerns, operational difficulties, and financial challenges throughout the county have a greater claim to government attention right now than the important issues raised by this Grand Jury.

We are confident that, in due course, Marin will come through this crisis as strong as ever.



Climate Change: How Will Marin Adapt?

SUMMARY

Our planet is warming, glaciers and ice sheets are melting, sea levels are rising, we are witnessing more extreme weather events and wildfires, and ecosystems are being altered. The future pace of climate change is uncertain, but the trends are ominous. In Marin, a modest 10-inch sea level rise could reach 700 buildings and 8 miles of roads along the bay, and a 60-inch rise, combined with a 100-year storm surge, could inundate 12,000 buildings and 130 miles of roads.¹ According to one recent study, Marin County could lose as many as 10,000 homes to sea level rise by 2100.² In addition, public health will be threatened by more vector-borne disease, our environment will become less suitable for evergreen forests and more hospitable to highly flammable shrubs, and lower-income households will be disproportionately affected by heat waves and floods.

Efforts to address climate change fall into two categories: “Mitigation” measures reduce greenhouse gas emissions to slow climate change, while “adaptation” measures such as seawalls guard against the consequences of climate change.

Significant mitigation work has been done in Marin, but plans for adapting to climate change have taken a back seat and have focused almost exclusively on sea level rise. Are Marin’s county, city, and town governments doing enough to adapt to climate change? That is the question at the heart of this report.

This investigation was started in 2019, prior to the COVID-19 pandemic, and the financial strength of Marin’s public agencies will likely be significantly impaired in the short term. But the need for long-term planning and action is not diminished. The Grand Jury hopes that agencies addressed in this report will strongly consider implementing the jury’s recommendations as soon as they are able to do so.

The Grand Jury makes several interrelated, but not interdependent, recommendations to help Marin move forward in its climate change efforts, including the following:

- The county, in collaboration with the municipalities and other Marin agencies affected by climate change, should convene a multi-jurisdictional task force charged with developing a countywide adaptation strategy appropriate for adoption by each participant.
- The county government should consolidate all of its mitigation and adaptation programs in a new office that would coordinate and unify climate change efforts at the county level.

¹ BVB Consulting LLC, *Marin Shoreline Sea Level Rise Vulnerability Assessment*, Bay Waterfront Adaptation & Vulnerability Evaluation (Marin County Department of Public Works, June 2017), pp. 25, 43, 63, https://www.marincounty.org/-/media/files/departments/cd/planning/sea_level_rise/baywave/vulnerability-assessment-final/final_allpages_bvbconsulting_reduced.pdf?la=en.

² Climate Central and Zillow, *Ocean at the Door: New Homes and the Rising Sea*, research brief, July 31, 2019, downloadable supporting data, accessed October 8, 2019, <https://www.climatecentral.org/news/ocean-at-the-door-new-homes-in-harms-way-zillow-analysis-21953>.

- The Marin Climate & Energy Partnership should expand its mission beyond greenhouse gas reduction to include adaptation planning support for the cities, towns, and other members.
- The county should study the feasibility of reorganizing the Marin Flood Control and Water Conservation District into a new agency governed by the county and all 11 cities and towns, with an expanded mission that includes climate change adaptation projects.

APPROACH

The Marin County Civil Grand Jury investigated the actions taken by Marin’s county, city, and town governments to prepare for the potential consequences of climate change, assessed the adequacy of those efforts, and has recommended additional actions that would enhance the county’s ability to meet the climate challenge.

In carrying out this investigation, the Grand Jury—

- Interviewed elected officials, department heads, and staff in the Marin County government and in Marin’s city and town governments, as well as representatives from various climate-related organizations in Marin and the Bay Area.
- Reviewed reports, studies, plans, and California state guidance documents dealing directly or indirectly with climate change.
- Attended community meetings focused on various efforts throughout the county to reduce greenhouse gas emissions and plan for the potential effects of climate change.

The more the Grand Jury delved into climate change, the greater its appreciation for the complexity and evolving nature of the topic, as well as for the individuals throughout the county who are dedicated to confronting this global challenge at the local level. The Grand Jury was under no illusion that it could master all aspects of the subject or provide foolproof recommendations for the best path forward. But the Grand Jury hopes that the issues and suggestions raised in this report will increase awareness and prompt thoughtful discussion.

BACKGROUND: THE CHALLENGE OF CLIMATE CHANGE

There is broad scientific consensus that human actions over the past century or more—particularly the burning of fossil fuels and land-use practices such as deforestation and food

production—have been changing Earth’s climate. Both globally and locally, the signs of climate change are increasingly evident:

- Worldwide, the years 2015–2019 were the five warmest years on record,³ and May 2020 tied with May 2016 as the warmest May on record.⁴ From 1895 to 2018, the average temperature in Marin County increased by 2.3°F.⁵
- Over the past century, sea level in the Bay Area rose by about 8 inches, and the rate of sea level rise has accelerated significantly since 2011.⁶
- The 2012–2016 California drought resulted in the most severe moisture deficits in the last 1,200 years and a record-low Sierra snowpack.⁷
- Fueled by drought-parched trees and shrubs and driven by high winds, California’s 2017 and 2018 wildfires were the deadliest and costliest in state history.⁸ Marin was spared the flames, but not the smoke and soot. The threat of fires in 2019 led PG&E to shut off electric power to almost the entire county for multiple days.
- In March 2018, Marin County Public Health issued a warning that potentially lethal levels of shellfish toxins, probably caused by “an increasingly unpredictable climate,” were detected in the waters of Drakes Bay and north of Stinson Beach.⁹ Other climate-related county health advisories in recent years have included alerts about infectious diseases such as West Nile and Zika virus.¹⁰

According to California’s latest Climate Change Assessment, annual average temperatures in the Bay Area will likely increase by approximately 4.4°F by the middle of this century and 7.2°F by the end of the century—unless there are significant efforts throughout the world to limit or

³ National Oceanic and Atmospheric Administration, “2019 Was 2nd Hottest Year on Record for Earth Say NOAA, NASA,” news release, January 15, 2020, <https://www.noaa.gov/news/2019-was-2nd-hottest-year-on-record-for-earth-say-noaa-nasa>.

⁴ National Oceanic and Atmospheric Administration, National Centers for Environmental Information, “State of the Climate: Global Climate Report for May 2020,” June 2020, accessed June 17, 2020, <https://www.ncdc.noaa.gov/sotc/global/202005>.

⁵ Steven Mufson, Chris Mooney, Juliet Eilperin, and John Muyskens, “Extreme Climate Change Has Arrived in America,” *Washington Post*, August 13, 2019, <https://www.washingtonpost.com/graphics/2019/national/climate-environment/climate-change-america/>.

⁶ David Ackerly, Andrew Jones, Mark Stacey, and Bruce Riordan (University of California, Berkeley), *San Francisco Bay Area Summary Report*, California’s Fourth Climate Change Assessment, CCCA4-SUM-2018-005 (January 2019), p. 31, https://www.energy.ca.gov/sites/default/files/2019-11/Reg_Report-SUM-CCCA4-2018-005_SanFranciscoBayArea_ADA.pdf.

⁷ Ackerly et al., *San Francisco Bay Area Summary Report*, p. 17.

⁸ Mark Northcross, “Rebuild to Fail or Rebuild to Adapt: How CRA Lending Can Guide Climate Change Disaster Response,” Strategies to Address Climate Change Risk in Low- and Moderate-Income Communities, *Federal Reserve Bank of San Francisco Community Development Innovation Review*, 14, issue 1 (2019): p. 39, https://www.frbsf.org/community-development/files/CDIR_vol_14_issue_1.pdf; and Steve Gorman, “Year’s Most Destructive California Wildfire Declared Extinguished after Two Weeks,” Reuters, November 7, 2019, <https://www.reuters.com/article/us-california-wildfire/years-most-destructive-california-wildfire-declared-extinguished-after-two-weeks-idUSKBN1XI0BA>.

⁹ County of Marin, “Public Health Warning for Shellfish Toxins,” news release, March 7, 2018, <https://www.marincounty.org/main/county-press-releases/press-releases/2018/hhs-shellfishtoxins-030718>.

¹⁰ Richard Halsted, “Marin Supervisors Receive Harrowing Report on Climate Change, Sea Level Rise,” *Marin Independent Journal*, April 13, 2019, <https://www.marinij.com/2019/04/13/marin-supervisors-receive-harrowing-report-on-climate-change-sea-level-rise/>.

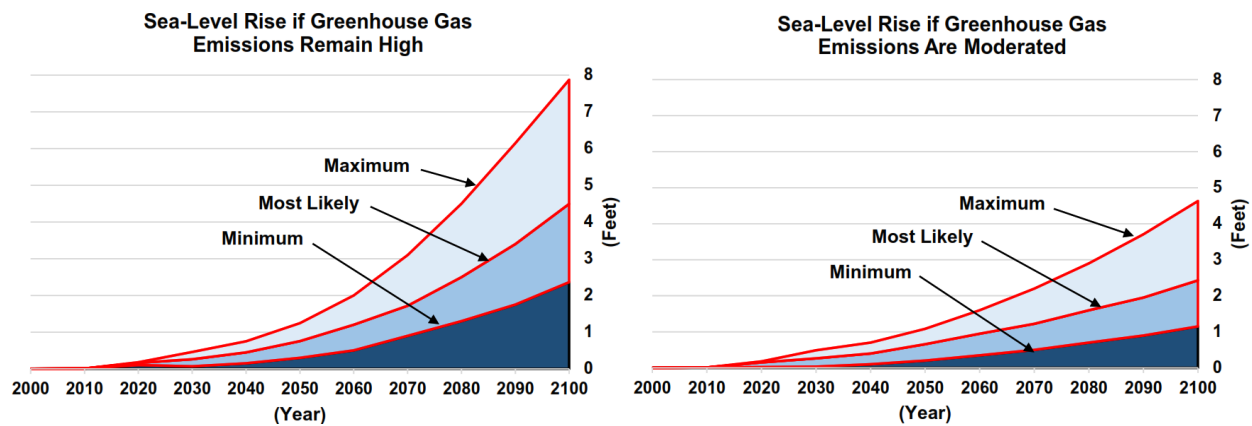
reduce greenhouse gas emissions. Even with significant reduction efforts, the temperature increase is projected to be approximately 3.3°F by mid-century and 4.2°F by century's end.¹¹

Ongoing global warming, in turn, will increase the volume of water in oceans through thermal expansion and the addition of meltwater from glaciers and ice sheets, resulting in rising seas throughout the world. In the Bay Area, assuming emissions worldwide are moderated, median sea level rise is projected to be about 8 inches by 2050 and 2.4 feet by the year 2100. But if emissions remain high, sea level rise by 2100 would likely be about 4.5 feet, and it could approach 8 feet. Figure 1 shows sea level rise projections for the Bay Area under the two scenarios: continued high emissions and moderate emissions.

As sea level rises, more and more land along the shoreline will flood and then remain permanently underwater. But that will just be the new baseline. On top of that baseline will be the periodic flooding caused by El Niño events, king tides, large waves, stream runoff, and storm surges. For example, storm surge in California can elevate sea level by as much as 3 feet, temporarily transforming a 1-foot sea level rise into a 4-foot sea level rise.¹²

Low-lying shoreline communities along the bay and in West Marin—including homes, businesses, utilities, ferry facilities, marinas, boat launches, and roads—will be directly affected by sea level rise. The severity of the impacts will be determined by the magnitude and timing of

Figure 1. Projections of Sea Level Rise in the San Francisco Bay Area, 2000–2100



Note: For each scenario, the minimum sea level rise levels will occur with near certainty, the most likely levels represent the statistical averages, and the maximum levels are statistically plausible but less likely. The high emissions scenario is commonly referred to as the business-as-usual scenario and technically called Representative Concentration Pathway (RCP) 8.5. The moderate emissions scenario is technically called RCP 4.5.

Source: Based on D. W. Pierce, J. F. Kalansky, and D. R. Cayan (Scripps Institution of Oceanography), *Climate, Drought, and Sea Level Rise Scenarios for the Fourth California Climate Assessment*, California's Fourth Climate Change Assessment, CCCA4-CEC-2018-006 (August 2018), Figure 43 and Table 5, https://www.energy.ca.gov/sites/default/files/2019-11/Projections_CCCA4-CEC-2018-006_ADA.pdf.

¹¹ Ackerly et al., *San Francisco Bay Area Summary Report*, p. 14.

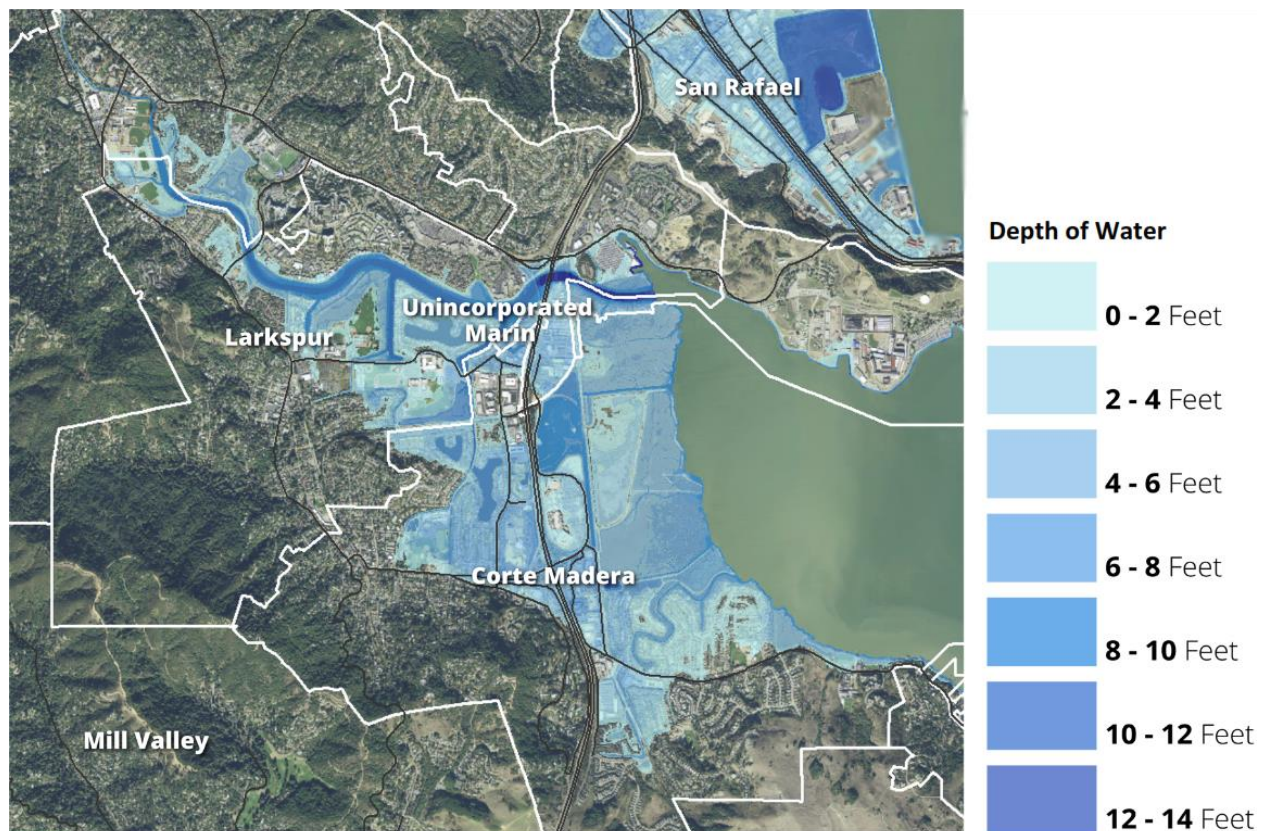
¹² G. Griggs, J. Árvai, D. Cayan, R. DeConto, J. Fox, H. A. Fricker, R. E. Kopp, C. Tebaldi, and E. A. Whiteman (California Ocean Protection Council Science Advisory Team Working Group), *Rising Seas in California: An Update on sea level Rise Science* (California Ocean Science Trust, April 2017), p. 17, <http://www.opc.ca.gov/webmaster/ftp/pdf/docs/rising-seas-in-california-an-update-on-sea-level-rise-science.pdf>.

the sea level rise. For example, a modest 10-inch sea level rise alone could reach 5,000 acres, 700 buildings, and 8 miles of roads along the bay. But a 60-inch sea level rise, combined with a 100-year storm surge, could inundate 18,000 acres, 12,000 buildings, and 130 miles of roads.¹³ According to a recent study by Climate Central and Zillow, as many as 10,000 Marin homes would be subject to annual flooding by 2100 under a high emissions scenario. The study also found that almost 50 homes built in the county between 2010 and 2016 are at risk of flooding by 2050 under almost any plausible scenario.¹⁴

As Figure 2 shows, a 4-foot rise in sea level will cause a large portion of the Larkspur and Corte Madera area—including a lengthy stretch of U.S. Highway 101—to be permanently flooded. Some low-lying areas will be flooded to a depth of 10 feet or more.

Adapting to higher sea levels will be costly no matter what measures, such as managed retreat or shoreline protection, are taken. One estimate for Marin County anticipates spending \$1.1 billion

Figure 2. Sections in the Larkspur-Corte Madera Area Vulnerable to 4-Foot Sea Level Rise



Source: Reproduced with slight modifications from Marin County, *Adaptation Land Use Planning*, February 2020, p. 12, <https://www.marincounty.org/-/media/files/departments/cd/slr/alup0228.pdf?la=en>.

¹³ BVB Consulting LLC, *Marin Shoreline Sea Level Rise Vulnerability Assessment*, pp. 25, 43, 63.

¹⁴ Climate Central and Zillow, *Ocean at the Door*.

by 2040 to construct 133 miles of seawalls to protect communities from the effects of sea level rise.¹⁵ This estimate is only for seawalls, and does not include other costs, such as necessary changes to infrastructure, relocation or protection of utilities and sanitation facilities, or modification of roads or structures. A proposed seawall for Belvedere, including relocation of utilities and related work, carries an estimate as high as \$27.4 million.¹⁶

More than any of the other expected consequences of climate change on Marin, sea level rise may be the easiest to visualize and has received the most detailed attention by planners. That is why this report, in discussing the effects of climate change on the county and programs to address them, discusses sea level rise in greater depth. But other projected impacts of climate change are also concerning. For example:

- **Health Impacts.** Public health will be threatened by more extreme heat events and wildland fires; increased air pollution, vector-borne disease, indoor mold, and pollen; longer and more frequent droughts; flooding and landslides from sea level rise and more intense winter storms; and release of contaminants from flooded hazardous waste sites. Potential disruption of the transportation network could hamper people’s ability to move away from danger. It could also interfere with access to healthcare, as well as the ability of hospitals, clinics, and emergency responders to operate.
- **Ecosystem Impacts.** The quantity and quality of water in creeks will suffer from longer dry seasons, more frequent and severe droughts, and catastrophic wildfires, negatively affecting invertebrates, fish, amphibians, and other animals. The Bay Area environment will become less suitable for evergreen forests, including redwoods and Douglas fir, and more favorable for vegetation such as chamise chaparral, a shrub that is particularly flammable during hot, dry weather, further increasing the danger of wildland fires.
- **Socioeconomic Impacts.** Regional socioeconomic inequity will be exacerbated because lower-income and minority households, which disproportionately live in locations more vulnerable to climate and other environmental risks, will have greater difficulty preparing for and recovering from heat waves, floods, and wildfires.¹⁷

Although the timing and magnitude of climate change are uncertain, it is happening, and it will affect the quality of life of everyone who lives in, works in, or visits Marin. What are we doing as a community to meet this challenge, and what more should we be doing? These are the questions at the heart of this investigation.

DISCUSSION

Mitigation and Adaptation: Two Essential Pillars of a Climate Change Strategy

Actions to address climate change are generally divided into two categories:

Mitigation—These are actions to reduce greenhouse gases and other causes of climate change. They include reducing energy use, converting to low-carbon energy sources, and

¹⁵ Sverre LeRoy and Richard Wiles, *High Tide Tax: The Price to Protect Coastal Communities from Rising Seas*, Center for Climate Integrity, June 2019, www.climatecosts2040.org.

¹⁶ “Cost,” Belvedere Sea Wall, accessed April 18, 2020, <https://belvedereseawall.org/cost/>.

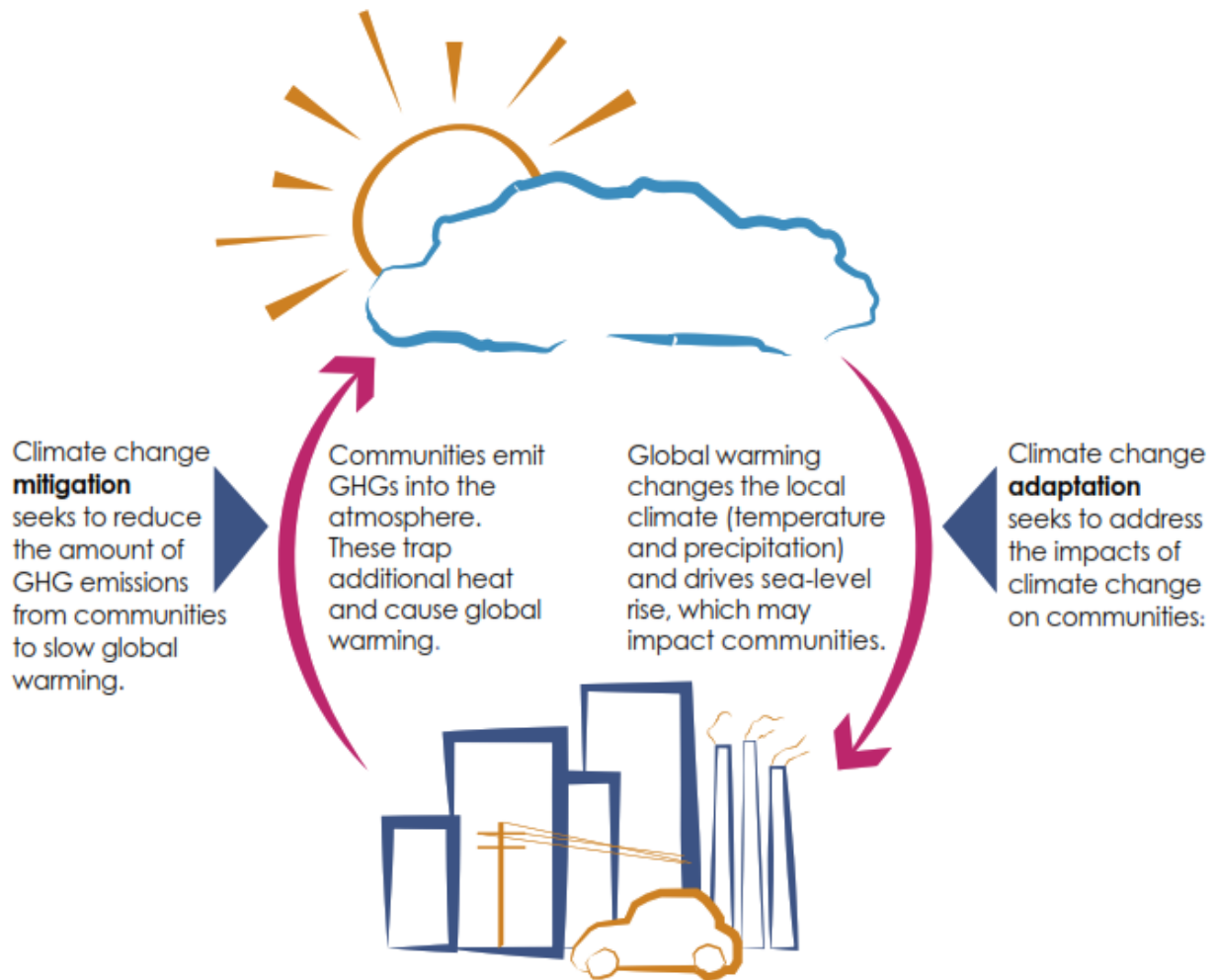
¹⁷ Ackerly et al., various pages.

expanding forests and other “sinks” that remove and sequester carbon dioxide from the atmosphere.

Adaptation—These are actions to protect people and places from the effects of climate change. They include building seawalls, restoring shoreline wetlands, relocating buildings and highways to higher ground, preparing for impacts on human health, preventing and preparing for wildfires, and diversifying crops.

Figure 3 depicts the relationship between mitigation and adaptation. In some cases, these approaches overlap. For example, the restoration of shoreland wetlands can both reduce tidal flooding and increase carbon sequestration.

Figure 3. Roles of Mitigation and Adaptation Efforts in Addressing Climate Change



Source: Reprinted with minor modifications from California Governor’s Office of Emergency Services, *California Adaptation Planning Guide*, final public review draft, March 2020, p. 16, <https://www.caloes.ca.gov/HazardMitigationSite/Documents/APG2-FINAL-PR-DRAFTAccessible.pdf>.

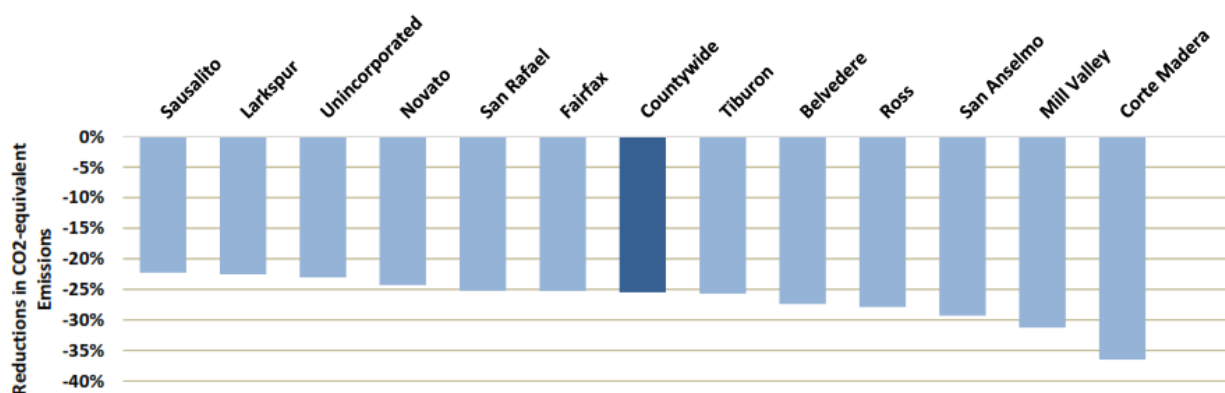
As the moderated emissions graph in Figure 1 shows, if net emissions of greenhouse gases can be reduced, future sea level rise (and, by implication, other negative effects of climate change) will be reduced. That is why mitigation efforts are so important.

Figure 1 also shows that reducing greenhouse gas emissions can only lessen, not eliminate, the effects of climate change. Even under the most optimistic scenarios, sea levels will continue to rise and our environment will be altered. As NASA states, “Carbon dioxide . . . lingers in the atmosphere for hundreds of years, and the planet (especially the oceans) takes a while to respond to warming. So even if we stopped emitting all greenhouse gases today, global warming and climate change will continue to affect future generations.”¹⁸ That is why adaptation efforts are just as crucial as mitigation efforts.

Mitigation Programs in Marin

Mitigation efforts started in Marin in 2002 when the county resolved to join the Cities for Climate Protection Campaign. Since then, Marin’s county, city, and town governments have all developed climate action plans focused on reducing greenhouse gas emissions. Innovative mitigation initiatives—such as Marin Clean Energy (now called MCE), Electrify Marin, the Marin Solar Project, the Marin Energy Watch Partnership, Resilient Neighborhoods, and Drawdown: Marin—all have had a positive impact or show promise for further progress. From 2005 to 2018, according to Marin Climate & Energy Partnership data, countywide greenhouse gas emissions decreased by 25 percent.¹⁹ Figure 4 provides a breakdown of the emissions reduction by jurisdiction.

Figure 4. Greenhouse Gas Emissions Reductions in Marin County, by Jurisdiction, 2005–2018



Source: Based on June 19, 2020, data from Marin Climate & Energy Partnership, “Marin Tracker,” accessed June 29, 2020, <http://www.marintracker.org/>. Note that this chart is based on the raw Marin Tracker data and differs slightly from a similar chart on the Marin Climate & Energy Partnership website.

¹⁸ NASA, “Responding to Climate Change,” no date, accessed November 27, 2019, <https://climate.nasa.gov/solutions/adaptation-mitigation/>.

¹⁹ Marin Climate & Energy Partnership, “Marin Tracker,” accessed June 29, 2020, <http://www.marintracker.org/>.

As a community, we must continue our resolve to shrink our carbon footprint. A more detailed overview of Marin’s mitigation efforts is set forth in Appendix A, and a list of the primary governmental organizations and programs in Marin involved with climate change is included in Appendix B.

Adaptation Planning Efforts in Marin

Formal planning for how Marin will need to adapt to climate change did not begin until mid-2014 when the county government formed the Collaboration: Sea-level Marin Adaptation Response Team (C-SMART) to research the potential impacts of sea level rise on West Marin and to work with coastal communities to plan for those impacts. By 2018, C-SMART had completed both a vulnerability assessment²⁰ and a report presenting possible options for accommodating, protecting against, or retreating from the threats of sea level rise.²¹ As of March 2020, C-SMART’s priorities included working with the California Coastal Commission to finalize an updated Local Coastal Program that will enable C-SMART to create a comprehensive adaptation plan for the coastal shore.

A similar but separate county project was started in September 2015 to assess the potential impacts of sea level rise on Marin’s eastern shoreline. This project was dubbed the Bay Waterfront Adaptation and Vulnerability Evaluation (BayWAVE). In 2017, BayWAVE completed an assessment of the potential impacts of sea level rise on Marin’s bayside communities through the end of this century.²² Based in part on that assessment, in early 2020 the county published a guide detailing the land-use planning tools available to adapt to rising sea levels.²³

With vulnerability assessments completed for both the ocean and bay sides of Marin, we have a good understanding about which portions of the county’s critical infrastructure will be affected by sea level rise and the extent to which private property is at risk under various scenarios. So, at least with respect to sea level rise, important groundwork has been laid for the development of adaptation strategies.

Marin Should Take a Fresh Approach to Adaptation Planning

Public servants in Marin’s county government and local communities have generally done outstanding work on climate change, but the county lacks a comprehensive approach to climate change adaptation planning. Most of Marin’s municipalities do not yet know how to approach this difficult task. The adaptation planning process needs a reboot.

²⁰ C-SMART, Marin County Community Development Agency, *Marin Ocean Coast Sea Level Rise Vulnerability Assessment*, May 2016, https://www.marincounty.org/-/media/files/departments/cd/planning/sea_level_rise/c-smart/2018/01_draft_title_pages_toc_va_sea_level_rise_18_02_05.pdf?

²¹ C-SMART, Marin County Community Development Agency, *Marin Ocean Coast sea level rise Adaptation Report*, February 2018, https://www.marincounty.org/-/media/files/departments/cd/planning/sea_level_rise/c-smart/2019/181211_csmart_adaptation_report_final_small.pdf?

²² BVB Consulting LLC, *Marin Shoreline Sea Level Rise Vulnerability Assessment*.

²³ Marin County, *Adaptation Land Use Planning*, February 2020, <https://www.marincounty.org/-/media/files/departments/cd/slr/alup0228.pdf?la=en>.

A Mandate for Adaptation Planning

Developing adaptation strategies is not an option; it is the law. California state law has long required each municipality and county to adopt a comprehensive, long-term general plan for the jurisdiction’s physical development.²⁴ In October 2015, the governor signed into law Senate Bill 379, which added the requirement that jurisdictions update the so-called safety element of their general plans to “address climate adaptation and resiliency strategies.” This law states that these updates must include “a set of adaptation and resilience goals, policies, and objectives” and “a set of feasible implementation measures designed to carry out the goals, policies, and objectives.”²⁵ This requirement took effect January 1, 2017. If the required information is contained in another type of planning instrument—for example, a stand-alone adaptation plan, a climate action plan, a Local Coastal Program, land use codes, or zoning regulations—the other instrument may be incorporated into the general plan by reference.

In Marin, various planning instruments have been used, or are currently being developed, to address climate adaptation, but none of them yet meet this law’s requirements. All of the climate action plans developed by Marin’s municipalities and the county government focus on mitigation. Adaptation is addressed only in generalities. The county’s general plan was adopted in 2007 and last amended in 2014,²⁶ and most of the general plans of Marin’s 11 cities and towns are older. All of the general plans predate the C-SMART and BayWAVE assessments and do not present detailed adaptation measures. Several municipalities are in the process of updating their general plans, but in a survey regarding their updates, only San Rafael stated that it expects to comply with this law.²⁷ Under the most generous interpretation of the law, the county government must begin updating its general plan to incorporate climate adaptation strategies no later than January 1, 2022. These strategies need to cover more than just sea level rise, which means there is much more work to do.

A Commonsense Objective: A Multi-Jurisdictional Adaptation Plan

Marin’s jurisdictional puzzle, geographical layout, transportation infrastructure, and other interdependencies call for comprehensive adaptation solutions. Climate change is a countywide issue, not one limited to waterfront or hillside communities. We breathe the same air, drive the same roads, benefit from common watersheds, and share central sanitation facilities, all without regard to the boundaries of our city or town or our neighborhood geography. When Highway 101 floods due to storm surge, all residents are affected, not just those living near the water. Effective planning will require countywide collaboration and coordination.

To date, however, the few forays into adaptation planning have been initiated by individual jurisdictions. These jurisdictions are not working toward a common solution, and they are taking different approaches. For example, Corte Madera has taken the initiative to develop a stand-

²⁴ California Government Code § 65300, accessed March 10, 2020,

http://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65300.&lawCode=GOV.

²⁵ California Government Code § 65302(g)(4), accessed March 10, 2020,

http://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65302.&lawCode=GOV.

²⁶ Marin County Community Development Agency, *Marin Countywide Plan*, November 6, 2007 (reprinted October 2014), p. 2.6–12, https://www.marincounty.org/-/media/files/departments/cd/planning/currentplanning/publications/county-wide-plan/cwp_2015_update_r.pdf?la=en.

²⁷ Marin County, *Adaptation Land Use Planning*, February 2020, p. 33.

alone adaptation plan. It has included representatives from the county and other local agencies, including the public works departments of San Rafael and Larkspur, on the project's advisory committee, but the town does not anticipate that the final plan (scheduled for release February 2021) will make recommendations beyond the scope of its own jurisdiction. As shown in Figure 2, Corte Madera, Larkspur, and unincorporated Marin share a common flood zone; it would be nearly impossible for Corte Madera to resolve its sea level rise flooding problems without joint action with Larkspur and the county, not to mention the Ross Valley. Corte Madera is well aware of this fact and is in ongoing conversation with the county and surrounding jurisdictions regarding the project and how to collaborate on adaptation strategies. That is constructive, but successful outcomes will require a formal commitment to joint action.

In addition to adaptation efforts in Corte Madera, there are also programs underway in Belvedere and San Rafael. The box on the next page describes these efforts.

One explanation for these individual approaches is that the process for adaptation planning is not yet well settled. As climate change concerns have grown, separate jurisdictions have grafted varying adaptation plans onto their preexisting planning instruments. Just as there was a time when climate action plans did not yet exist, such is the case today for climate change adaptation plans.

Fortunately, California's state government has been refining guidance to assist local governments and regional collaboratives in developing an effective planning process. In 2012, the state government issued its *California Adaptation Planning Guide*,²⁸ and a revised version was made available for final public comment in March 2020.²⁹ The March 2020 draft is a comprehensive document of more than 250 pages. The draft 2020 guide notes that "regional governments may also conduct adaptation work for all jurisdictions in their area, and multiple jurisdictions may collaborate on regional adaptation work."³⁰ The Grand Jury recommends restarting Marin's climate change adaptation planning process and believes that it should follow the roadmap set forth in the *California Adaptation Planning Guide*. The goal would be to create a single, comprehensive, multi-jurisdictional adaptation strategy for all of Marin.

There is precedent in Marin for collaboration on similar planning efforts. The county updated its local hazard mitigation plan in December 2018 and, unlike previous plans, this one is "multi-jurisdictional" and covers all of Marin.³¹ It was developed with input from Marin's towns and cities, and all of the municipalities formally adopted it in 2019. This could serve as a model for collaborating on a countywide multi-jurisdictional adaptation plan, which could be incorporated along with the local hazard mitigation plan into the general plans of the county, cities, and towns. That would bring coherence and efficiency to this difficult, but badly needed, effort.

²⁸ California Emergency Management Agency and California Natural Resources Agency, *California Adaptation Planning Guide*, July 2012,

https://www.caloes.ca.gov/HazardMitigationSite/Documents/001APG_Planning_for_Adaptive_Communities.pdf.

²⁹ California Governor's Office of Emergency Services, *California Adaptation Planning Guide*, final public review draft, March 2020, <https://www.caloes.ca.gov/HazardMitigationSite/Documents/APG2-FINAL-PR-DRAFTAccessible.pdf>.

³⁰ California Governor's Office of Emergency Services, *California Adaptation Planning Guide*, final public review draft, March 2020, p. 42.

³¹ Marin County, *Multi-Jurisdiction Local Hazard Mitigation Plan*, 2018, https://www.marinwatersheds.org/sites/default/files/2019-10/2018-MCM-LHMP_web.pdf.

Cities and Towns Proceed Independently

In 2019, Corte Madera launched a project to develop an adaptation plan addressing both sea level rise and wildfire risk. The town engaged an outside consulting firm to lead the effort, created a dedicated website, and, as of February 2020, had held at least two community engagement events. To help guide the project, a 16-member Resilience Advisory Committee was formed, consisting of planners and other representatives from the county and other local agencies. Corte Madera anticipates completing its adaptation plan in February 2021.³²

In 2019, Belvedere formed the Committee to Protect Belvedere's Seawalls, Levees, and Utilities to address seismic and flooding concerns, primarily along Beach Road and San Rafael Avenue. The city created a dedicated

website to track the effort and has been working with outside engineers and architects on design solutions.³³ The plan would raise the height of existing seawalls by 3½ feet.³⁴

San Rafael is in the process of updating its general plan and, as part of that, announced in early 2020 that it intends to include an adaptation report with that plan and to subsequently develop a comprehensive adaptation plan for the city. The city also announced its intention to adopt land use regulations, zoning overlays, and real estate disclosure requirements to address the growing risks of sea level rise. San Rafael is also working on several projects in East San Rafael to restore marshlands and possibly raise some levees in anticipation of sea level rise.



Architectural rendering of one proposed concept for a continuous seawall along Beach Road in Belvedere. The total project cost is estimated to be between \$11 million and \$27.4 million. (Rendering by One Architecture)

³² “Corte Madera: Adapting to Climate Change,” accessed April 23, 2020, <https://cortemaderaadapts.org>.

³³ Belvedere Sea Wall Project, accessed April 18, 2020, <https://belvedereseawall.org>.

³⁴ Hannah Weikel, “City Unveils Refined Plans for Extensive Seawalls Work,” *The ARK*, December 25, 2019.

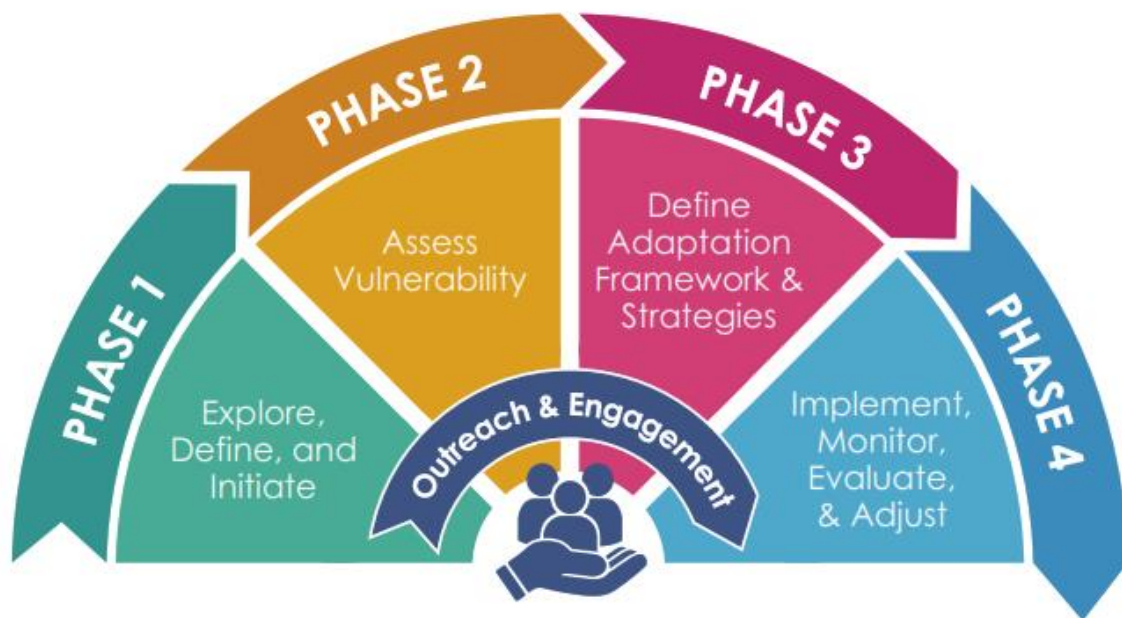
A Robust Framework for Moving Forward

As shown in Figure 5, the draft 2020 *California Adaptation Planning Guide* recommends a four-phase process for adaptation planning. Through the BayWAVE and C-SMART programs, Marin has tackled the second phase of the recommended planning process—assessing vulnerabilities—at least with respect to sea level rise. The third phase entails defining the adaptation framework and strategies.

But for any reboot of the planning process to be successful, it must start off on the right foot. The *first* phase outlined in the draft 2020 guide—explore, define, and initiate—has never been undertaken in Marin on a comprehensive countywide basis. Laying the groundwork in these areas will be critical to any planning effort.

As described in the guide, this first phase starts with the formation of an inclusive project task force responsible for the planning process. Consequently, the Grand Jury recommends the formation of the Marin Climate Adaptation Task Force which should be composed of representatives from county government, cities and towns, and other agencies affected by climate change. The task force should also include representatives of the public to ensure community support and representation of socioeconomically underserved areas. Ideally, the task force would have a combination of technical skills, planning skills, public engagement expertise, and financial know-how. As the initial stage of its work, the task force would define the vision for the planning project and the expected outcomes, with the primary objective being the creation of

Figure 5. Adaptation Planning Process Recommended in the Draft California Adaptation Planning Guide



Source: Reprinted from California Governor’s Office of Emergency Services, *California Adaptation Planning Guide*, final public review draft, March 2020, p. 2.

<https://www.caloes.ca.gov/HazardMitigationSite/Documents/APG2-FINAL-PR-DRAFTAccessible.pdf>.

a countywide adaptation strategy. It could be supported by one or more working groups or advisory teams representing key stakeholders. As stated in the *California Adaptation Planning Guide*, the task force should have a leader “empowered to make recommendations and/or have direct access to decision-makers.”³⁵

A planning process that is inclusive, deliberate, and goal-oriented will surely give Marin a greater chance of success. By committing to a more collaborative approach, Marin will be better prepared for the difficult climate change challenges that lie ahead. The cost of addressing climate change could be enormous. The cost of doing it haphazardly could be even greater.

The County Government’s Organization of Climate Change Efforts Is Too Decentralized

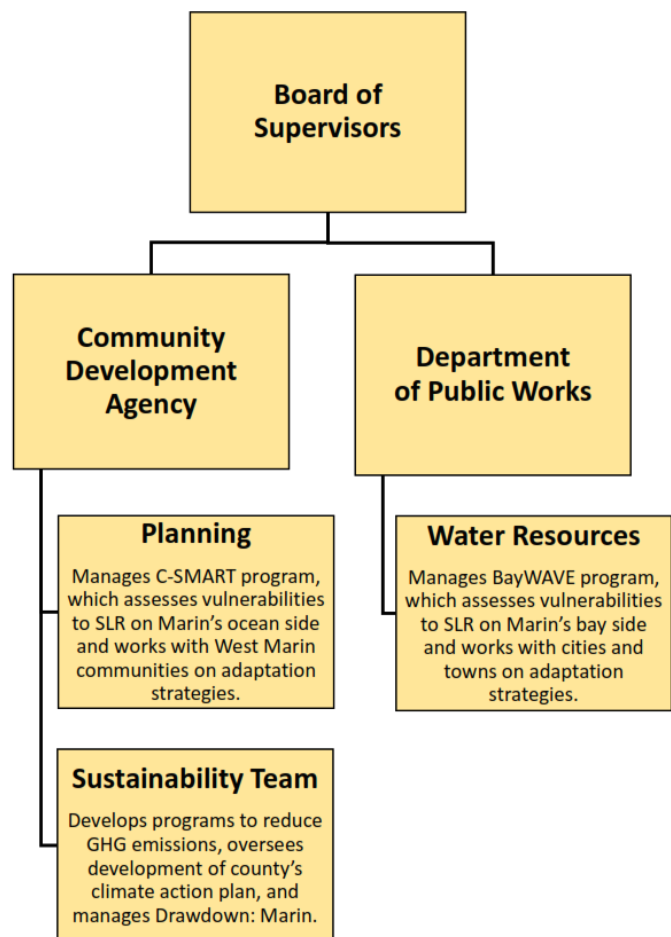
Whether or not Marin’s leaders agree on the benefits of a comprehensive, countywide plan and task force for addressing climate change, they should assess whether their current efforts could be made more efficient and effective.

The caliber of people throughout the county who are working on the climate problem is impressive, but their efforts may be hindered by organizational shortcomings. At the county level, the most active programs for addressing climate change reside in two departments: the Community Development Agency and the Department of Public Works, both of which report to the board of supervisors. As Figure 6 shows, the Community Development Agency’s Sustainability Team is responsible for mitigation planning, including development of the county’s climate action plan, but adaptation efforts are split between the two departments.

County Mitigation Programs

The Community Development Agency’s Sustainability Team works on the county’s climate action plan and programs to promote renewable energy, encourage green building, recognize green businesses, and implement energy efficiency projects. It also supports the Drawdown: Marin program, a

Figure 6. County Government Departments with Major Climate Change Roles



³⁵ California Governor’s Office of Emergency Services, *California Adaptation Planning Guide*, final public review draft, March 2020, p. 49.

collaborative effort in the county to develop policies and incentives that will help to further reduce, or “draw down,” countywide greenhouse gas emissions. (The county’s mitigation efforts are described in more detail in Appendix A.)

The Grand Jury identified several areas of concern in the current arrangement of the Sustainability Team:

- **Limited Authority.** Although the Sustainability Team coordinates with other county departments, it has no authority to direct their mitigation efforts.
- **Fragile Institutional Structure.** Members of the Sustainability Team have significant one-on-one contact with individual members of the board of supervisors, who may direct the team to address certain priorities over others. Climate change initiatives appear to have limited institutional durability.
- **Budgetary Uncertainty.** Of the seven people currently on the Sustainability Team, five are completely or partially dependent on grants for their paychecks; and four have limited-term employment, with their current terms expiring between September 2020 and August 2021. As a consequence of the COVID-19 pandemic, funding for these positions may have become even more precarious.

County Adaptation Efforts

The Community Development Agency’s planning division leads the C-SMART initiative, which is focused on the potential impacts of sea level rise on West Marin. Staff from the Department of Public Works’ water resources division, with support from Community Development Agency planners, lead BayWAVE, the project focused on Marin’s San Francisco Bay shoreline.

Although the C-SMART and BayWAVE projects reside in different departments and thus do not report to the same director, staff on both projects maintain that there is ongoing collaboration between the two groups. Indeed, they worked together to develop a guide that details the land-use planning tools available to adapt to rising sea levels. The county government published this guide in early 2020.³⁶ Nonetheless, the current arrangement has its drawbacks:

- **Reliance on Informal Collaboration.** Will C-SMART and BayWAVE complement each other or compete for resources? The collaboration that has occurred to date has been largely on an informal, peer-to-peer basis among staff members with common interests and goals. It is unclear how the adaptation efforts going forward will be coordinated or prioritized, if at all. For example, how will the relative priority of coastal and bayside needs be determined if these programs are not managed jointly? It is hard to see a benefit from keeping these efforts separate.
- **Different Analytical Approaches.** The scenarios of potential sea level rise and storm surges used in BayWAVE’s vulnerability assessment do not match the ones used in the C-SMART assessment. It is therefore quite difficult to determine the impact of any single

³⁶ Marin County, *Adaptation Land Use Planning*, February 2020.

Wetland Restoration Projects



The Marin County Parks project to restore subtidal and intertidal habitat at wetlands within McInnis Park aims to protect the park from sea level rise and maintain the San Francisco Bay Trail connection to Las Gallinas Valley Sanitary District. (Marin County Parks photo)

The county is currently exploring nature-based adaptation options, also called living shorelines, for protecting low-lying areas along the bay and ocean from sea level rise. These nature-based measures can not only reduce the vulnerability of communities to flood hazards but also provide fish and wildlife habitat, recreational opportunities, and carbon sequestration. In collaboration with the Golden Gate National Parks Conservancy, Marin

County Parks is developing conceptual plans for a nature-based sea level rise adaptation project at the Bothin Marsh Open Space Preserve in Mill Valley.³⁷ And in partnership with Las Gallinas Sanitary District and the Marin County Flood Control and Water Conservation District, the parks department is working on solutions to restore tidal wetlands in McInnis Park at the edge of San Pablo Bay in San Rafael.³⁸

scenario on the entire county. In the future, will the planning tools and frameworks adopted by C-SMART be compatible with those used by BayWAVE?

- **Limited Staffing.** The staff working on the C-SMART and BayWAVE adaptation programs—four or five employees—are not dedicated full time to keeping up with this dynamic field. They have many other responsibilities and limited time to get their jobs done.
- **Insufficient Attention to Health and Other Risks.** With the county’s focus being on sea level rise, other climate change risks, such as health risks caused by extreme weather events and rising temperatures, have received less attention in the county. The Health and Human Services department does not yet have a position focused full time on the health risks of climate change but the need for this will surely grow.

At least one other county department, Marin County Parks, is also involved with adaptation issues. Two of that department’s projects are described in the box above.

³⁷ Marin County Parks, “Creating a Shared Vision for Preservation and Recreation at Bothin Marsh,” accessed April 23, 2020, <https://www.marincountyparks.org/projectsplans/land-and-habitat-restoration/bothin-marsh-community-vision>.

³⁸ Marin County Parks, “Reclaiming Historic Tidelands and Protecting against Sea Level Rise at McInnis Park,” accessed April 23, 2020, <https://www.marincountyparks.org/projectsplans/land-and-habitat-restoration/marsh-restoration-mcinnis-park>.

A Model for Better Coordination

The Grand Jury is concerned that there is no single body in the county government, other than the board of supervisors, empowered to lead and coordinate the county's overall approach to climate change. In 2020, Marin's county administrator formed a climate change budget working group, but it is unclear how it might help climate change efforts to coalesce around a unified strategy.

What the Marin County government needs is an overarching leadership structure that would coordinate the climate-related efforts not only in the Department of Public Works and the Community Development Agency, but also in Health and Human Services, Parks, Agriculture, and all other departments affected by climate change.

This need could be met in various ways, but the Grand Jury urges the county government to take a close look at the approach taken by San Mateo County. In 2014, San Mateo formed an Office of Sustainability that focuses on climate change mitigation and adaptation, as well as energy and water, transportation and housing, and waste reduction. Reporting directly to the county manager, this office is well positioned to secure collaboration and cooperation from other county departments. San Mateo's effort started with a small full-time staff about the size of Marin's existing seven-person Sustainability Team and has since grown to more than 35. (San Mateo has about three times as many residents as Marin.)

Marin's county government should reorganize its climate change efforts to achieve greater focus by creating an office similar to San Mateo's. This new office should report either to the county administrator or directly to the board of supervisors. It should have a full-time senior leader and be staffed primarily, if not exclusively, by current county government personnel. The existing Sustainability Team, including Drawdown: Marin support, should be moved into (or be accountable to) the new office. Community development and public works employees engaged in climate change activities should either work full time in the new office or should have direct accountability to the new office's leadership for their climate change work. This new entity, which in this report will be referred to as the Office of Sustainability and Resilience, would be charged with the following responsibilities with respect to climate change:

- Managing and coordinating climate change mitigation and adaptation planning and programs across county departments
- Identifying and cultivating sources of funding for climate adaptation and mitigation efforts

This last point deserves elaboration. Funding is needed now for staffing, planning, policy development, and implementation of pilot projects. The county does not have a centralized grant application office, so grant applications are prepared by the department seeking the funding. The county should explore the creation of a dedicated resource within the new Office of Sustainability and Resilience where all grant applications related to climate change would be coordinated. Ideally, this position could be self-funded. Expertise in the grant application process, coupled with the expertise of the functional area requesting the grant, should result in more grants being obtained. In addition, this position could serve as a clearinghouse of grant-related information for Marin's municipalities and other agencies. Collaborative countywide climate proposals have a better chance of being funded.

It is critical to acknowledge that efforts to combat climate change—especially adaptation efforts—will require much more focus, investment, and coordination moving forward if we are to protect our communities and our standard of living. A dire need for funding has not confronted the county yet because Marin has yet to complete its adaptation planning or develop any timeline for implementation; but as it tackles the large public works projects that will be needed in the future, adequate staff resources and funding expertise will become critical.

Marin Needs Stronger Collaboration among the County, Cities, Towns, and Agencies

Collaboration does not come naturally to Marin’s 152 independent cities, towns, schools, special districts, and other governing entities. But the need to collaborate on climate change is recognized by many. For example, San Rafael’s *Climate Action Plan 2030* calls for the following action: “Work with local, county, state, regional, and federal agencies with bay and shoreline oversight and with owners of critical infrastructure and facilities in the preparation of a plan for responding to rising sea levels.”³⁹ The county’s 2015 climate action plan states that “effective adaptation requires coordination across many different stakeholders within a county”⁴⁰ and “cooperation with Marin County cities could help maximize efficiencies in implementing emissions reduction strategies.”⁴¹ San Anselmo’s plan states, “San Anselmo doesn’t exist in a vacuum. While we are leveraging or trying to combat regional, state-wide, national and even international actions and trends, we also have the ability and responsibility to collaborate with other efforts and campaigns.”⁴²

Planning and Policy Development

Although Marin’s municipalities often resist yielding local control, two countywide efforts could serve as building blocks for a more comprehensive approach to adaptation policy development and planning. The first is the working group of Marin’s county and municipal planners that helped develop the countywide, multi-jurisdictional local hazard mitigation plan recently adopted by the county’s board of supervisors and all the cities and towns.⁴³ The success of that effort is an encouraging sign that the planners could expand their collaboration to include a consistent, coordinated approach to adaptation planning for all of Marin.

The second model for collaboration, this one currently focused on mitigation, is the Marin Climate & Energy Partnership, which is funded by contributions by each of its members. Marin’s 11 municipalities and the county government formed this partnership in 2007 to help them work together on achieving their greenhouse gas emissions targets. The Transportation Authority of Marin, the Marin Municipal Water District, and MCE (formerly known as Marin Clean Energy) are also members. Almost all of the members are represented by staff-level planners, and a part-

³⁹ City of San Rafael, *Climate Action Plan 2030*, April 23, 2019, p. 31, <https://www.cityofsanrafael.org/documents/climate-change-action-plan-2030/>.

⁴⁰ ICF International, *Marin County Climate Action Plan (2015 Update)*, ICF 00464.13 (San Francisco, July 2015), p. ES-17, https://www.marincounty.org/-/media/files/departments/cd/planning/sustainability/climate-and-adaptation/execsummarymarincapupdate_final_20150731.pdf?la=en.

⁴¹ ICF International, *Marin County Climate Action Plan (2015 Update)*, pp. 7–9.

⁴² Town of San Anselmo, *Climate Action Plan 2030*, June 11, 2019, p. 47, <https://www.townofsananselmo.org/DocumentCenter/View/24823/San-Anselmo-Climate-Action-Plan-2030-pdf?bidId=>.

⁴³ Marin County, *Multi-Jurisdiction Local Hazard Mitigation Plan*, 2018.

time consultant coordinates their work. The partnership has developed greenhouse gas inventories for all of the cities, towns, and unincorporated areas in Marin, and it publishes this data on its website.⁴⁴ Because only two of Marin’s cities and towns have full-time employees devoted to climate change, the partnership fills a gap by assisting municipalities with their climate action plans.

Given the climate partnership’s success to date, the Grand Jury recommends that its mission be expanded to include comprehensive support for cities and towns on both mitigation and adaptation planning. It could also become the formal “home” for the less formal meetings currently held by the county and municipal planners. If the county forms the proposed Marin Climate Adaptation Task Force as recommended in this report, the partnership could play an important staff-level role supporting the work of the task force in developing a countywide adaptation plan. If the task force is not formed, the partnership could continue its role of supporting climate change policy efforts in the cities, towns, and other member agencies—but with an expanded scope that includes support for adaptation planning.

At this time, the climate partnership is staffed by just the one part-time consultant. The partnership should add the resources needed to support the cities, towns, and other members in developing their detailed adaptation measures, including formulating land use and zoning regulations. It is far more efficient to provide coordinated support for these efforts than having each city, town, or other agency find its own way. These expanded efforts could be funded through grants and a modest increase in the member contributions.

If formed, the new Office of Sustainability and Resilience recommended above should be the primary county liaison with the expanded climate partnership. The new office should work through the partnership to assist cities, towns, and other Marin agencies in building skills related to adaptation planning and in sourcing funding for planning and pilot projects.

Collective Action and Implementation

Beyond planning and policy development, there is currently no Marin organization on the horizon that will bring together the cities, towns, and other Marin agencies to collaborate on *implementing* climate change adaptation measures or, in the future, to finance and build the large multi-jurisdictional public works projects that will grow out of adaptation plans. There needs to be such an organization or forum.

Just as San Mateo County provides a model for coordinating climate-related functions within the county government, it also offers a possible model for countywide collaboration on implementation measures related to sea level rise. As described in the box on the next page, the new San Mateo County Flood and Sea Level Rise Resiliency District is a multi-jurisdictional agency designed to consolidate the work of the county’s Flood Control District and Flood Resilience Program and to initiate new countywide efforts to address and protect against the impacts of sea level rise.⁴⁵ With representation from all 20 San Mateo cities, it is a truly collaborative countywide body that will plan for and implement the public works projects

⁴⁴ Marin Climate & Energy Partnership, accessed April 21, 2020, <https://marinclimate.org/>.

⁴⁵ Flood and Sea Level Rise Resiliency District, accessed February 4, 2020, <https://resilientsanmateo.org/>.

The San Mateo Flood and Sea Level Rise Resiliency District: A Potential Model for Implementing Marin's Adaptation Program

Beginning in 1959, San Mateo County had a flood control district similar to Marin's Flood Control and Water Conservation District. The San Mateo district's board was the county's board of supervisors. The district had separate flood control zones for each flood-susceptible area, with residents in each zone paying extra property taxes to fund the flood control projects in that zone. San Mateo's cities had no representation on the district's board. This is how Marin's current flood control district is organized.

In 2018, San Mateo County completed a vulnerability assessment regarding sea level rise under a project similar to Marin's BayWAVE effort. It projected that in the event of a mid-level 2100 sea level rise scenario, property with an assessed value of \$34 billion would be flooded on the bay and coastal sides of the county.⁴⁶

Several cities in San Mateo had pursued independent planning efforts related to sea level rise. In addition, the San Mateo City/County Association of Governments (C/CAG) had a program to assist the cities with stormwater management. However, according to a 2019 City of Menlo Park staff report, "since 2013, San Mateo County and the 20 cities and towns have increasingly recognized their competitive disadvantage in pursuing grant funding to respond to flooding and sea level rise in comparison with neighboring counties that have countywide agencies working on those issues."⁴⁷

In 2017, C/CAG established a committee to study the best way to create a countywide effort to

address flooding, regional stormwater, and sea level rise issues in the county. The committee recommended reorganizing the county's existing flood control district, and that proposal was approved by the county in early 2019. The reorganization required the passage of special legislation at the state level, which was approved by the governor on September 12, 2019, and became effective on January 1, 2020.⁴⁸ There will be a three-year startup period, during which the district will seek permanent sources of funding for its sea level rise initiatives. The following are key attributes of the new organization:

- The old flood control zones and funding mechanism will continue.
- Countywide sea level rise and resiliency will be added to the organization's mission, including both the coastal and the bayside shoreline.
- The district will now represent the county and all 20 of its cities, with a representative governing board of seven, two of whom are county supervisors.
- Each city will contribute between \$25,000 and \$55,000 per year, depending on its size, to fund startup operations.
- The district will have a small staff of its own, including a chief executive officer, although it will continue to rely on services provided by the county's Department of Public Works for engineering and other project support.

⁴⁶ County of San Mateo, *Sea Level Rise Vulnerability Assessment*, March 2018, p. 181, https://seachangesmc.org/wp-content/uploads/2018/03/2018-03-12_sea_level_rise_VA_Report_2.2018_WEB_FINAL.pdf.

⁴⁷ City of Menlo Park Department of Public Works, staff report, May 7, 2019, p. 1, <https://www.menlopark.org/DocumentCenter/View/20709/I2---Flood-and-sea-level-Rise---SR?bidId=>.

⁴⁸ California Assembly Bill 825, https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB825.

needed to protect San Mateo from the effects of sea level rise. This new agency, which commenced operations January 1, 2020, has three primary objectives:

- To create a collaborative forum bringing all the cities in the county together in their efforts to adapt to sea level rise
- To build expertise, and help San Mateo’s cities build expertise, in planning for and executing public works projects for sea level rise adaptation
- To better position San Mateo to compete for funding by creating a cross-jurisdictional entity serving the entire county.

The Grand Jury’s investigation found that there is a strong consensus among Bay Area government leaders that funding sources for climate change adaptation favor regional or multi-jurisdictional efforts compared to projects by individual cities, towns, and agencies. Marin currently lacks a multi-jurisdictional climate change initiative like this, leaving it disadvantaged in funding efforts.

Marin’s current flood control district is similar to San Mateo’s old one. While Marin’s district covers the entire county, it operates only in eight designated “zones” where there are flooding risks. Each zone has funding from property taxes paid by homeowners in the zone, and those funds are used to pay for flood control projects in the zone.

Although Marin’s district is not charged explicitly with combating sea level rise or other climate change effects, increased flooding is certainly one result of extreme rainfall and weather events. In that sense, the district is already aligned with climate change adaptation.

Indeed, much of the infrastructure of the district—stormwater pump stations, detention basins, bypass drains, levees—is situated in the low-lying areas that constitute the front lines of sea level rise adaptation, so it makes sense for the district to play a key role in climate change adaptation.

The Grand Jury recommends that the county explore the feasibility of reorganizing the Marin County Flood Control and Water Conservation District in a manner similar to San Mateo’s, to achieve similar goals of creating a collaborative forum; building the expertise of Marin’s cities, towns, and agencies; and creating a multi-jurisdictional agency that will be highly competitive in the fundraising arena. The Grand Jury believes that the purview of the reorganized agency should be countywide and should include climate change adaptation efforts on both the coastal and bay side.

If the Marin Climate Adaptation Task Force is formed as recommended in this report, the task force could commission the feasibility study at the appropriate stage of its planning process. If the task force is not formed, the Grand Jury recommends that the board of supervisors commission the study as soon as it is financially able to do so.

Marin needs to create institutions enabling climate change collaboration among the jurisdictions within the county. With the reorganized flood control district as the collaborative agency responsible for planning and implementing public works projects across the county, Marin would be well positioned to lead on climate change adaptation efforts and compete for funding with other regions. This effort would be even stronger if supported by a newly created Office of Sustainability and Resilience in the county government and backed by a countywide climate change adaptation plan.

CONCLUSION

Over the lifetime of a child born in 2020, Marin County will be profoundly affected by climate change. Today's heavily populated shoreline areas will either be inundated by rising sea levels or be shielded by large sea walls. Highways will be rerouted or reengineered. The vegetation on Mt. Tamalpais will be altered. Health systems will be stressed. Socioeconomic inequities will worsen. We can lessen the severity of those impacts through concerted efforts to reduce greenhouse gas emissions and to sequester carbon. But we cannot reverse the trend.

Property owners and government officials will be facing hard choices. What losses are we willing to accept? How much are we willing to pay? What options do we really have? Nobody has all the answers, but we as a community need to aggressively, deliberatively, and cooperatively organize and plan to meet the climate threat.

As first steps, this report calls for several related but independent changes in Marin's approach to climate change. Our elected officials should establish a Marin Climate Adaptation Task Force to develop a comprehensive adaptation strategy for all of Marin. The county government should consolidate its climate efforts under a new Office of Sustainability and Resilience. The existing Marin Climate & Energy Partnership should expand its mission to support countywide adaptation planning. The county government should explore the feasibility of reorganizing Marin's Flood Control and Water Conservation District board into a countywide body with representatives from the county and all municipalities and the added responsibility of executing public works projects required to defend against sea level rise.

Each of these recommended measures would be a step in the right direction. Taken together, they would take Marin much closer to more effective management of the adaptation challenges that lie ahead. It's the least we can do for our children.

FINDINGS

- F1. Climate change mitigation efforts by Marin governments have been notably effective in meeting their goals to reduce greenhouse gas emissions.
- F2. Adaptation planning is essential to protect local public utility and transportation infrastructure as well as private property interests, and to enable Marin's citizens to maintain their current standards of living.
- F3. With the BayWAVE and C-SMART initial vulnerability assessments completed, the county is now well-positioned to focus on adaptation planning and policies related to sea level rise.
- F4. The existing adaptation efforts across the county pay insufficient attention to the other potential effects of climate change, including impacts on public health, ecosystems, and social equity.
- F5. There are insufficient staff and financial resources devoted to climate change adaptation efforts across county government as well as in the cities, towns, and other agencies, and many of the existing efforts are highly dependent on grant funding.

- F6. Within the county government, there is no single coordinating body focused on climate change, which could impede the ability to unify county efforts around a common strategy and plan.
- F7. Cross-jurisdictional collaboration and coordination will be required for successful adaptation efforts, but Marin lacks any overarching organizational or governance structure to facilitate this.

RECOMMENDATIONS

- R1. The board of supervisors, in collaboration with the municipalities and other agencies affected by climate change, should convene a multi-jurisdictional task force (referred to in this report as the Marin Climate Adaptation Task Force) charged with developing a single, comprehensive, multi-jurisdictional adaptation strategy for all of Marin.
- R2. The board of supervisors should form a new office within county government (referred to in this report as the Office of Sustainability and Resilience) devoted to climate change mitigation and adaptation and reporting to the county administrator's office or the board of supervisors.
- R3. The board of supervisors should direct the formation and staffing, preferably in the new Office of Sustainability and Resilience, of a centralized grant-seeking function related to climate change mitigation and adaptation efforts for county government.
- R4. Each member of the Marin Climate & Energy Partnership, should declare its support for broadening the partnership's mission and increasing its funding as necessary to enable it to support overall climate change planning efforts, including both mitigation and adaptation in cities, towns, and other member agencies throughout the county.
- R5. The board of supervisors should commission a feasibility study concerning the reorganization of Marin's Flood Control and Water Conservation District. This multi-jurisdictional study should analyze broadening the district's mission to include coastal and bayside sea level rise adaptation across the county as well as revising its governing membership to include representatives of the county and all Marin cities and towns. If the board of supervisors supports the formation of the Marin Climate Adaptation Task Force as recommended in this report, the responsibility for this study could be referred to the task force for consideration at the appropriate time.
- R6. Each city and town, if it does not have a full-time sustainability coordinator (or similar position), should appoint a committee or commission charged with monitoring and reporting on its climate change mitigation and adaptation efforts.

REQUEST FOR RESPONSES

According to the California Penal Code, agencies required to respond to Grand Jury reports generally have no more than 90 days to issue a response. It is not within the Grand Jury's power to waive or extend these deadlines, and to the Grand Jury's knowledge, the Judicial Council of California has not done so. But we recognize that the deadlines may be burdensome given current conditions caused by the COVID-19 pandemic.

Whether the deadlines are extended or not, it is our expectation that Marin’s public agencies will eventually be able to return to normal operations and will respond to this report. In the meantime, however, public health and safety issues are of paramount importance and other matters might need to wait.

Pursuant to Penal Code Section 933.05, the Grand Jury requests responses as shown below. Where a recommendation is addressed to multiple respondents, each respondent should respond solely on its own behalf without regard to how other respondents may respond.

From the following governing bodies:

- County of Marin (F1–F7, R1–R5)
- City of Belvedere (F1–F5, F7, R1, R4, R6)
- City of Larkspur (F1–F5, F7, R1, R4, R6)
- City of Mill Valley (F1–F5, F7, R1, R4, R6)
- City of Novato (F1–F5, F7, R1, R4, R6)
- City of San Rafael (F1–F5, F7, R1, R4, R6)
- City of Sausalito (F1–F5, F7, R1, R4, R6)
- Town of Corte Madera (F1–F5, F7, R1, R4, R6)
- Town of Fairfax (F1–F5, F7, R1, R4, R6)
- Town of Ross (F1–F5, F7, R1, R4, R6)
- Town of San Anselmo (F1–F5, F7, R1, R4, R6)
- Town of Tiburon (F1–F5, F7, R1, R4, R6)
- Marin Clean Energy (MCE) (F1–F4, F7, F8, R1, R4)
- Marin General Services Authority (R4)
- Marin Municipal Water District (F1–F5, F7, R1, R4)
- Transportation Authority of Marin (F1–F5, F7, R1, R4)

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted in accordance with Penal Code Section 933 (c) and subject to the notice, agenda and open meeting requirements of the Brown Act.

Note: At the time this report was prepared information was available at the websites listed.

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury. The California State Legislature has stated that it intends the provisions of Penal Code Section 929 prohibiting disclosure of witness identities to encourage full candor in testimony in Grand Jury investigations by protecting the privacy and confidentiality of those who participate in any Civil Grand Jury investigation.

APPENDIX A. MITIGATION EFFORTS IN MARIN

Marin County’s institutional response to climate change began in 2002, and the focus for most of the years since then has been on mitigation measures—on actions to reduce greenhouse gases and other causes of climate change.

Targets and Plans

In April 2002, the Marin County Board of Supervisors adopted a resolution to join the Cities for Climate Protection Campaign. The resolution pledged the county to take a leadership role in promoting public awareness of climate change and to undertake efforts to reduce greenhouse gas and other air pollution emissions.⁴⁹ In June 2003, as part of that commitment, the county government completed its first analysis of greenhouse gas emissions levels.⁵⁰ Three years later, the board adopted the *Marin County Greenhouse Gas Reduction Plan*, setting a greenhouse gas reduction target of 15 percent below 1990 levels by 2020 for both community and municipal emissions in unincorporated Marin. Crediting government and private sector investments in energy efficiency, renewable energy, alternative fuel vehicles, water conservation, and waste minimization, the county reported that it met its community emissions target in 2012—eight years ahead of schedule.⁵¹

The *Marin County Climate Action Plan (2015 Update)* built on the 2006 plan, doubled the 2020 reduction target for community emissions, and listed actions the county would take to achieve the reductions.⁵² Another update is scheduled to be completed before the end of 2020 and is expected to include forecasts, targets, and strategies to 2030.

Starting in 2009, all of Marin’s incorporated cities and towns also developed their own climate action plans. Almost all of these local plans were developed with assistance from the Marin Climate & Energy Partnership (MCEP), a group that includes staff-level planners from Marin’s county and municipal governments. MCEP has been instrumental in creating the greenhouse gas inventories needed for the climate action plans. Like the county’s climate action plan, the municipal plans focus primarily on efforts the local governments and communities can take to reduce greenhouse gas emissions. Collectively, the patchwork of county and municipal plans covers all of Marin County. From 2005 to 2018, according to the MCEP, countywide greenhouse gas emissions dropped by 25 percent.⁵³

A collaborative effort in the county to confront the challenge of climate change began in October 2017 when the board of supervisors adopted a resolution stating that “the County of Marin will work with County staff and community leaders to develop and implement policies and create incentives that will achieve dramatic greenhouse gas reductions, align climate action policies

⁴⁹ Marin County Board of Supervisors, Meeting Minutes, April 23, 2002, <https://pav.marincounty.org/publicaccessbosarchive/>.

⁵⁰ Marin County Community Development Agency, *Greenhouse Gas Emissions Analysis Report*, County of Marin Cities for Climate Protection Campaign (June 2003), https://www.marincounty.org/depts/cd/divisions/planning/sustainability/~/_media/Files/Departments/CD/Planning/Sustainability/Initiatives/CCP_FinalReport.pdf.

⁵¹ ICF International, *Marin County Climate Action Plan (2015 Update)*, p. ES-1.

⁵² ICF International, *Marin County Climate Action Plan (2015 Update)*, pp. ES-1–ES-2.

⁵³ Marin Climate & Energy Partnership, “Marin Tracker,” accessed June 29, 2020, <http://www.marintracker.org/>.

with the California Climate Adaptation Strategy, and adopt integrated strategies to achieve one “carbon free” goal.”⁵⁴

The initiative that sprouted from this resolution was named Drawdown: Marin, and it is managed by the county government’s Community Development Agency. Its current goals are to reduce, or “draw down,” net countywide greenhouse gas emissions by 60 percent by 2030, relative to 2005 levels, and to achieve net-zero emissions by 2045. To help meet these goals, it has formed working groups to develop solutions in six focus areas: renewable energy, transportation, buildings and infrastructure, carbon sequestration, local food and food waste, and climate resilient communities. These groups, called stakeholder collaboratives, consist of technical experts, community members, county and city staff, and others, many of whom are unpaid volunteers.

The original aim was for Drawdown: Marin’s steering committee to endorse 12 to 18 solutions that, once approved by the board of supervisors, would be integrated into the 2020 update of the *Marin County Climate Action Plan*.⁵⁵ In July 2020, Drawdown: Marin issued a draft strategic plan that summarized 29 climate change solutions proposed by the stakeholder collaboratives, including 7 solutions that were endorsed by the steering committee for immediate implementation.⁵⁶ Drawdown: Marin also has a Community Partnership Council to engage people throughout the county in its efforts.

Implementation of Mitigation Programs

A major step in moving beyond planning and actually implementing mitigation measures was the 2010 launch of Marin Clean Energy, a joint powers authority that was California’s first community choice aggregation (CCA) program. Authorized by the California legislature in 2002 under Assembly Bill 117, CCA programs allow communities to choose their electricity sources. Marin Clean Energy’s initial participants were unincorporated Marin County and seven Marin cities and towns. It was explicitly created to help reduce greenhouse gas emissions:

The purposes for the Initial Participants . . . entering into this Agreement include addressing climate change by reducing energy related greenhouse gas emissions and securing energy supply and price stability, energy efficiencies and local economic benefits. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production.⁵⁷

The remaining four Marin municipalities joined in 2011. Now calling itself MCE, the program has since added 22 municipalities and unincorporated areas in Contra Costa, Napa, and Solano Counties. PG&E provides electric delivery services, and customers in MCE’s service areas are

⁵⁴ Marin County Board of Supervisors, Resolution No. 2017-104, October 3, 2017, https://marin.granicus.com/MetaViewer.php?view_id=36&clip_id=8757&meta_id=917217.

⁵⁵ “Drawdown: Marin Roadmap,” June 2019 update, https://www.marincounty.org/-/media/files/departments/cd/planning/sustainability/climate-and-adaptation/drawdown-marin/drawdown-roadmap_updated-june-2019.pdf?la=en.

⁵⁶ County of Marin Sustainability Team, *Drawdown: Marin Strategic Plan*, draft, July 2020, <https://www.marincounty.org/-/media/files/departments/cd/planning/sustainability/climate-and-adaptation/drawdown-marin/strategic-plan/draft-drawdown-marin-strategic-plan.pdf?la=en>.

⁵⁷ Marin Energy Authority, Joint Powers Agreement, as amended through April 21, 2016, https://www.mcecleanenergy.org/wp-content/uploads/2017/03/JPA-Agreement-24-Communities_Updated-3.21.17.pdf.

automatically enrolled in the CCA unless they opt out. According to MCE, 60 percent of the electricity obtained through its default “Light Green” option is generated from renewable sources including solar, wind, bioenergy, geothermal, and small hydro. It says that its “Deep Green” option, which costs residential customers about \$5 a month extra, provides “100 percent non-polluting wind and solar power produced in California.” Half of the Deep Green premium supports local renewable energy projects such as solar farms and electric vehicle charging installations.⁵⁸ Climate action plans frequently promote Deep Green as a greenhouse gas reduction strategy.

The county government has also implemented programs to encourage residents to reduce their carbon footprint. Among them: Electrify Marin, a countywide program that provides financial incentives for residents to replace fossil-fuel appliances with high-efficiency electric appliances; the Marin Solar Project, which helps homeowners and businesses evaluate options for solar systems; and the Marin Energy Watch Partnership, which provides resources and incentive funds to help residents, businesses, and public agencies become more energy efficient. County agencies and many cities and towns have partnered with Resilient Neighborhoods, which conducts workshops to educate and motivate community members to reduce their household greenhouse gas emissions. Other actions taken by the county government and municipalities include installation of charging stations for electric vehicles.

⁵⁸ “Residential,” MCE, accessed June 2, 2020, <https://www.mcecleanenergy.org/residential/#>.

APPENDIX B. CURRENT AND RECOMMENDED ENTITIES AND PROGRAMS REFERENCED IN THIS REPORT

The following is a brief description of the primary governmental organizations and programs in Marin involved in climate change mitigation and adaptation, or affected by climate change:

Name	Description
Marin County Community Development Agency	A department within county government responsible for planning, and land use and building regulation. The department also manages the C-SMART program.
Marin County Department of Public Works	A department within county government responsible for county roads and public works projects on county lands. The department also manages the BayWAVE program and provides all staff support to the Marin County Flood Control and Water Conservation District.
Marin County Department of Health and Human Services	A department within county government responsible for public health, behavioral health and recovery, and social services across the county.
Marin County Flood Control and Water Conservation District	The district manages flood control and water conservation efforts within eight geographical districts within the county funded by ad valorem taxes paid by property owners.
Marin County Parks Department	A department within county government responsible for managing public parks on county lands. The department also provides all staff support to the Marin Open Space District.
Drawdown: Marin	A program approved by the county in 2017 to work with community members to develop innovative climate change mitigation programs that can be implemented by Marin's governments.
BayWAVE	A program launched by the county in 2015 to assess the vulnerability of the county's eastern shore to sea level rise. The program is managed by the Marin County Department of Public Works.

Name	Description
C-SMART	A program launched by the county in 2014 to assess the vulnerability of the county's ocean shoreline to sea level rise. The program is managed by the Marin County Community Development Agency.
Marin Climate & Energy Partnership	A collaboration among Marin's cities and towns, MCE, Transportation Authority of Marin, and Marin Municipal Water District to assist members with their climate action plans and associated greenhouse gas inventories. The partnership was also involved in the formation of MCE and the development of associated energy efficiency programs. It is a program managed by the Marin General Services Authority.
Sustainability Team	A seven-person team within the Marin County Community Development Agency to manage climate change mitigation efforts within county government. It also provides support to Drawdown: Marin.

The following are new organizations to be formed as recommended by this report:

Name	Description
Marin Climate Adaptation Task Force	A task force to create a countywide adaptation plan that can be adopted by cities, towns and other agencies throughout the county.
Marin County Office of Sustainability and Resilience	An office reporting either to the County Administrator or the board of supervisors to unify mitigation and adaptation efforts within county government.



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

MEMORANDUM

DATE: November 12, 2020

TO: MGSA Board of Directors

FROM: Michael S. Frank, Executive Officer

SUBJECT: Professional Services Agreement with Maureen Chapman for Bookkeeping and Accounting Services

Recommendation

Approval of Resolution 2020-23 delegating the Executive Officer to sign the professional services contract for bookkeeping and accounting services as outlined below.

Discussion

MGSA has no employees and relies on the expertise, competence, and reliability of a small number of consultants to run its numerous programs. All administrative and program services are provided through Professional Services Agreements.

MGSA originally entered into a contract with Maureen Chapman on January 2, 2019. Subsequent to that time, MGSA has taken on additional responsibilities with the dissolution of the Marin Telecommunications Agency (MTA). Maureen Chapman had a contract with MTA to do their bookkeeping and accounting services. In addition, MGSA has undergone a staff reorganization. This new Professional Services Agreement reflects the changes cited.

Staff is recommending a new contract with a not to exceed amount of \$2,550.00 per month. All other terms and scope of work are the same as in the existing contract.

Attachments

- Attach I1 - Resolution 2020 - 23 titled, "Professional Services Agreement between MGSA and Maureen Chapman for Accounting and Bookkeeping Services"

- Attach I2 - Draft Professional Services Agreement between MGSA and Maureen Chapman

**PROFESSIONAL SERVICES AGREEMENT BETWEEN MGSA AND MAUREN CHAPMAN FOR
ACCOUNTING AND BOOKKEEPING SERVICES**

RESOLUTION 2020 – 23

WHEREAS, the Marin General Services Authority (MGSA) desires to have bookkeeping and accounting services for its programs and funds; and

WHEREAS, MGSA and Chapman Accounting Services desire to execute a Professional Services Agreement.

NOW THEREFORE, BE IT RESOLVED, that the MGSA Board of Directors authorizes the Executive Officer to execute a Professional Services Agreement with Chapman Accounting Services for bookkeeping and accounting services in an amount not to exceed \$2550.00 per month.

Adopted this 12th day of November 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

Michael S. Frank, Executive Office

**MARIN GENERAL SERVICES
AUTHORITY PROFESSIONAL
SERVICES CONTRACT**
**Bookkeeping and Accounting
Support of MGSA Operations**

THIS AGREEMENT is made and entered into this day November ____, 2020 by and between the **MARIN GENERAL SERVICES AUTHORITY**, hereinafter referred to as "Authority" and **Maureen Chapman**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, Authority desires bookkeeping and accounting services for MGSA Operations and its programs.

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

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

1. **SCOPE OF SERVICES:**

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

2. **FEES:**

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

3. **MAXIMUM COST TO AUTHORITY:**

In no event will the cost to Authority for the services to be provided herein exceed the maximum sum of \$2,550.00 per month.

4. **PAYMENT:**

The fees for services under this Contract shall be due as set forth in Exhibit "A" upon receipt by Authority of an invoice covering the service(s) rendered. The source of funding by the Authority for this work shall be the Marin General Services Authority General Fund and the Cable Television Franchise Public, Educational, and Government Access Program (CATV) Fund.

5. **WORKER'S COMPENSATION:**

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions

of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to Authority prior to commencement of work.

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

6. INSURANCE:

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

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit Authority to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at Authority's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Authority.

Contractor shall refund any moneys erroneously charged. If Authority ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

12. TIME OF AGREEMENT:

This Agreement shall commence in January 2020 and shall continue on a monthly basis until terminated. Time is of the essence with respect to this Contract.

13. TITLE:

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

14. TERMINATION:

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

termination in accordance with the terms of this Contract.

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

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

21. NOTICES:

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

Executive Officer, Marin General Services Authority
555 Northgate Drive, Suite 102
San Rafael, CA 94903
mgsastaff@marinjpas.org

Notices shall be given to Contractor at the following address:

Maureen Chapman
1404 Weaverly Drive
Petaluma, CA 94954

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

MARIN GENERAL SERVICES AUTHORITY

BY: Michael S. Frank, Executive Officer

CONTRACTOR

Name: Maureen Chapman

Telephone No. (707) 583-4255

Attachment A: Scope of Work/Budget

- Bookkeeping and Accounting Services
- Contract shall NOT exceed \$2550.00 per month.



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415 446 4428
mgsastaff@marinjpas.org

MEMORANDUM

DATE: November 12, 2020

TO: MGSA Board of Directors

FROM: Michael S. Frank, Executive Officer

SUBJECT: Community Media Center of Marin (CMCM) Annual Report Transmittal

Recommendation

Receive the CMCM Annual Report for July 2019 – June 30, 2020.

Discussion

The Marin Telecommunications Agency and CMCM entered into an [amended agreement](#) January 23, 2020 whereby the MTA designated the CMCM to continue to serve as the Dedicated Access Provider (DAP) to manage the Media Center and provide PEG access programming and services pursuant to the terms of the new DAP Agreement.

After the dissolution of MTA on June 30, 2020, MGSA took over that agreement. The agreement requires the CMCM to provide an Annual Report at a regular meeting in the second or third quarters of the fiscal year, e.g., between September 1 and March 31.

This report is a retrospective view of the CMCM activities for July 2019 through June 2020, representing the CMCM's eleventh full year of operation. The information required to be in the Annual Report and related documents as per the DAP Agreement is identified below. The 2019-2020 Annual Report is attached.

Michael Eisenmenger, Executive Director of the CMCM will be available to answer any questions that the Board might have. The annual report provides information about the many aspects of the CMCM's work and describes the extent of their activity within the Marin community. The DAP Agreement identifies that the Annual Report should at the minimum include the following information:

- Statistics on programming and services provided and the number and types of persons using the PEG access facilities.
- Current and complete listing of CMCM’s Board of Directors and employees, including a description of each employee’s functions.
- Every two years, year-end financial statements audited and reviewed by a certified public accountant along with the management letter prepared by the accountant. In alternate years, year-end financial statements which may be unaudited.
- Actual year-end revenues, and 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.
- A summary of outreach and promotional efforts to the community and fundraising efforts.
- A summary of feedback received from viewers, programmers or others in the community.
- A current inventory of equipment used to provide PEG programming (including a description of the ownership, date of acquisition and useful life).
- Most recent state and federal tax filings.
- A summary of any pending litigation.
- A summary of expenditures by category under the Capital Plan.
- Such other information as may be reasonably requested by the MGSA.

Attachments

- Attach J1 – CMCM Annual Report for FY 2019-20



2019-20 ANNUAL REPORT





CONTENTS

Community Media Center of Marin Annual Report July 1, 2019 – June 30, 2020

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6	Certification and Training
10	Equipment and Facility Usage
12	Statistics on Programming
26	Outreach and Publicity Summary
28	Financials
30	CMCM Board and Staff
32	Supporters

Attachments (electronic)

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





INTRODUCTION

November 2020

We are pleased to submit the eleventh annual report for the Community Media Center of Marin for the period July 1, 2019 - June 30, 2020. This report represents the 11th year of the organization and the tenth 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 to the public on June 30 of that same year.

2019 began and ended wonderfully, but 2020 has left much to be desired. In 2019 we celebrated our 10th year of operations with a block party and reception for the community. Everything was looking good until March 2020 when the pandemic forced us and much of Marin to close down public services. Staff remained busy however, our essential government and education services continued as we sought to help the transition to virtual meetings and classes. We installed new equipment in our master control to continue cable carriage of government meetings without interruption and we worked with many cities to help staff manage their transition to online public meetings. In education, we brought County courses to the education channel and transitioned our in person course and workshops to on-line offerings. In spite of these efforts, our annual stats around public services are necessarily impacted and we can expect more of the same in the next FY reporting as the pandemic continues.

Certainly every non-profit and business have suffered under Covid and while CMCM in no different, we have survived without serious harm. Our earned income from memberships, course fees and production services has been impacted, but CMCM received a PPP loan which covered salaries for a short term and PEG fees have remained consistent throughout the pandemic. CMCM also maintains a capital and emergency reserve which so far hasn't been needed to cover costs.

All in all, CMCM remains healthy and eager to get back to 100% once health and safety conditions allow. While there is still political chaos at the national level and continued FCC uncertainty if the current regime remains in place, we are hopeful that 2020 will end with much more optimism than it began with.

Sincerely,



Executive Director



Anniversary Party



Anniversary Reception



THE MEDIA CENTER

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, 2019 through June 30, 2020)

Individual Members: 161

Student/Senior Members: 49/55

Organizational Members: 23

Total Membership for year: 288*

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

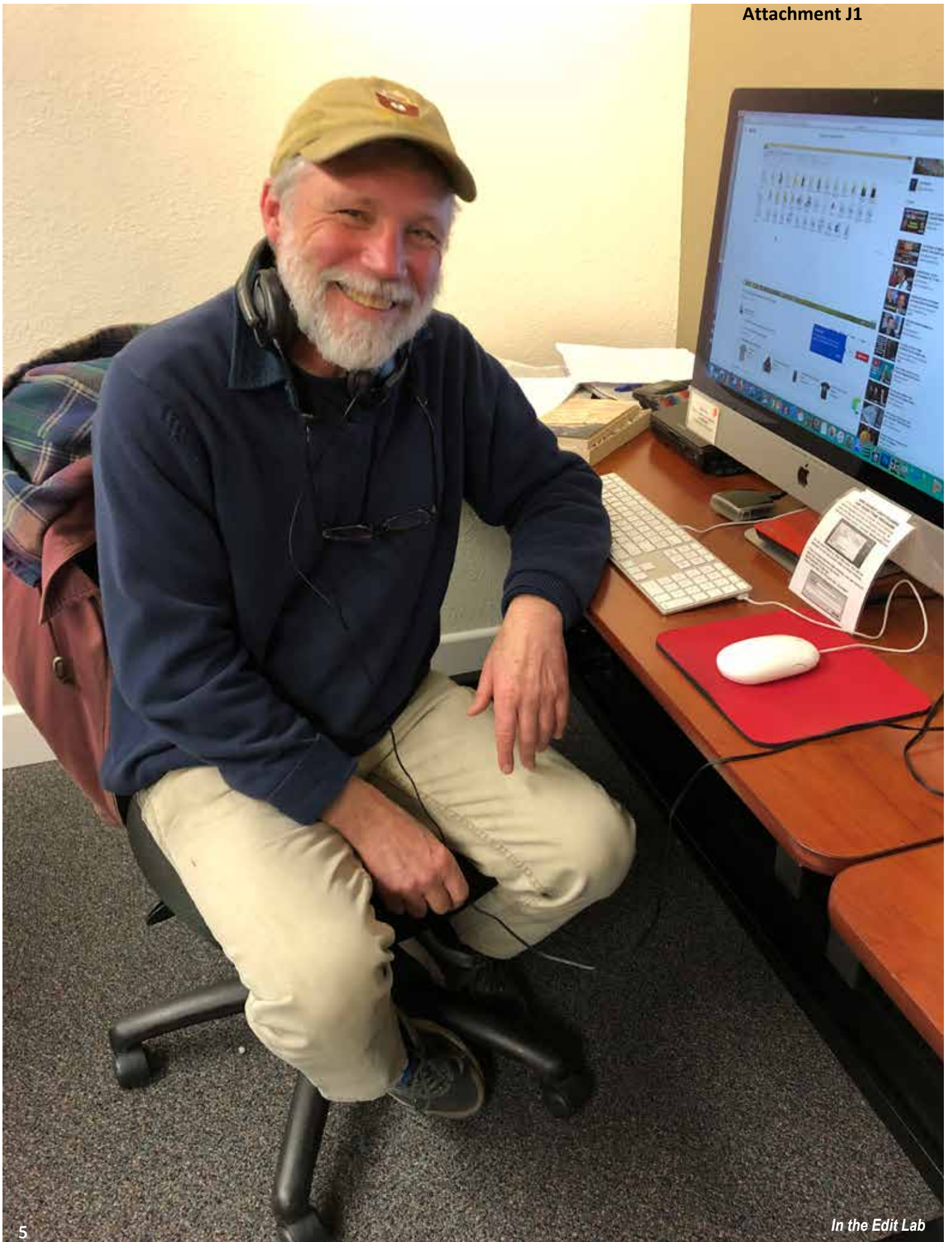
Hours of Operation

Pre-pandemic CMCM was open to the public Tuesday through Thursday 2:00–9:00 PM, Friday and Saturday 11:00 AM–6:00 PM. 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 9:00 AM 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.

288 members from all over Marin County

Individual Member Breakdown by City:

Belvedere	2	Point Reyes	1
Bolinas	3	Ross	3
Corte Madera	13	San Anselmo	23
Fairfax	24	San Geronimo	1
Forest Knolls	4	San Quentin	1
Greenbrae	3	San Rafael	76
Kentfield	5	Sausalito	15
Larkspur	12	Sebastopol	1
Marin City	1	Tiburon	6
Mill Valley	33	Woodacre	3
Novato	38	Other	20





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.







Special Course Offerings

Over the year, CCMC 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.





Being on Camera Workshop



Making Documentaries Workshop

40 courses offered for 249 attendees

TRAINING

Training and Certification

Course	Classes offered	Attendance
Orientation	12 (1.5 hours)	98 registrations
Basic Field Camera	8 (3 sessions, 9 hours)	32 certifications
Final Cut Pro X	8 (3 sessions, 9 hours)	28 certifications
Studio Production	5 (4 session, 12 hours)	24 certifications
Special Courses	6 (1 session)	62 attendees
Other Advanced Courses	1 (1-3 sessions)	5 certifications
Total	40 orientations/courses	249 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 peripherals

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	309	2472	\$123,600
Editing Reservations	517	1551	\$62,040
Studio Reservations	225	675	\$168,750
Switcher Checkouts	10	120	\$40,000







Covid Safe Camera Class



Field Production Class

There were 4102 programs/series for 8448 hours of community programming

COMMUNITY CHANNEL 26

The Community Channel (26) through June 30, 2020

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 4102 program/series cablecast, which accounted for 8448 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 1310 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:	267	Total Episodes:	555
Total Airdates:	4006	Total Airdates:	2113
Educational		International	
Total Episodes:	498	Total Episodes:	45
Total Airdates :	1546	Total Airdates:	152
News/Public Affairs		Seniors	
Total Episodes:	374	Total Episodes:	46
Total Airdates:	2432	Total Airdates:	226
Inspirational/Religious		Comedy	
Total Episodes:	107	Total Episodes:	56
Total Airdates:	322	Total Airdates:	358
Spiritual/Lifestyle		LGBT	
Total Episodes:	272	Total Episodes:	2
Total Airdates:	742	Total Airdates:	21
Health		Performing Arts	
Total Episodes:	245	Total Episodes:	138
Total Airdates:	1062	Total Airdates:	391
Children/Youth		Sports	
Total Episodes:	50	Total Episodes:	13
Total Airdates:	202	Total Airdates:	63
Entertainment		PSAs	
Total Episodes:	281	Total Episodes:	152
Total Airdates:	896	Total Airdates:	21836
Political		Community	
Total Episodes:	149	Total Episodes:	584
Total Airdates:	506	Total Airdates:	5740



LWV Debate at Whistlestop



Agency Meeting

There were 609 programs/series for 7159 hours of government programming

GOVERNMENT CHANNEL 27

The Government Channel (27) through June 30, 2020

There were 609 Programs/Series for 7159 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, MMWD 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.

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 50 PSAs were scheduled for a total 557 airings over the course of the last fiscal year. Marin Cities and agencies are encouraged to submit video content anytime they have programming available.

Government program	# airings	Government program	# airings
San Rafael City Council	103	MCE Board Meeting	55
San Rafael Design Review Board	52	Fairfax Town Council	82
San Rafael Planning Commission	50	Fairfax Town Council - Special Meeting	16
Mill Valley City Council	62	Fairfax Planning Commission	80
Mill Valley Planning Commission	47	Fairfax Special Planning	8
Mill Valley Parks and Recreation	32	Corte Madera Town Council	73
Mill Valley Annual Meeting	1	Corte Madera Planning Commission	31
Marin LAFCO Board Meeting	21	Corte Madera Bicy/Ped Committee	13
San Anselmo Town Council	127	Corte Madera Flood Control Committee	8
San Anselmo Planning Commission	85	Corte Madera Park and Rec. Commission	52
Marin County Parks and Open Space	23	Sausalito City Council	133
Marin County Board of Supervisors	106	Ross Valley Sanitary District Meeting	102
Marin County Planning Commission	40	Novato City Council	99
Marin County Transit District	30	Novato Planning Commission	52
Transportation Authority of Marin	72	Larkspur Town Council	136
Congressman Jared Huffman	207		

Immediately after the pandemic lockdown, Congressman Jared Huffman coordinated with CMCM to record special content from our studio. We recorded over 30 programs and PSAs from Spring through the Summer which included live streamed Town Halls with politicians, scientists, government officials and other notable figures. The County/cities we work with transitioned to virtual Zoom meetings and CMCM retooled equipment in our master control to continue live and recorded meeting carriage uninterrupted. We also provided technical support to city staff when needed. In addition we carried many of County Health updates and Woodward Fire briefings live, specials from MCOE and also FireSafe programming and town halls around fire prevention. The center has also done special announcements for the San Rafael Police and Fire Departments around pressing community issues and welcome other opportunities to do the same for other city agencies.



*There were 1553 programs/series
for 8596 hours of educational programming*

EDUCATION CHANNEL 30

The Education Channel (30) Through June 30 2020

Through the 2019-2020 fiscal year, The Education Channel offerings were primarily 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 UC Berkeley, Yale, and Columbia Universities. The channel also features freely acquired content from UCTV, Pop Tech, INK-Talks, 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, (cont.)

Selected Educational Programming by Topic Area

Pacifics Baseball
Total Episodes: 6
Total Airdates: 6

Pop Tech
Total Episodes: 63
Total Airdates: 907

TED Talks
Total Episodes: 63
Total Airdates: 739

UC Berkeley Programs
Total Episodes: 63
Total Airdates: 3249

Marin County Fair Youth Short Videos
Total Episodes: 13
Total Airdates: 18

Mill Valley Library First Friday
Total Episodes: 9
Total Airdates: 17

Open Yale Series
Total Episodes: 33
Total Airdates: 44

Chaos Computer Conference
Total Episodes: 88
Total Airdates: 402

Conscious Eating Conference
Total Episodes: 11
Total Airdates: 55

INK Talks
Episodes: 29
Total Airdates: 492

Commonwealth Club
Total Episodes: 59
Total Airdates: 425

Architecture
Episodes: 23
Total Airdates: 80

Kent Middle School Short Videos
Total Episodes: 10
Total Airdates: 339

Sausalito Library Series
Episodes: 5
Total Airdates: 8

Rompeviento Series
Total Episodes: 171
Total Airdates: 1105

ComAcad
Episodes: 21
Total Airdates: 465



ComAcad (2019-2020)

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 High School 1327 (formerly known as Sir Francis Drake High School). Omid Shamsapour from CMCM and John MacLeod from XR Marin have partnered up with other professors to enhance and strengthen the educational program. The projects and films produced by the ComAcad students have been submitted in film festivals and throughout our network at Marin TV. Both Omid and John teamed up with staff and ComAcad students at High School 1327 to film, produce, and stream a groundbreaking drive-thru graduation. This unique one-of-a-kind event followed strict guidelines to ensure the safety of everyone who attended. The production was a great success and served as a guideline for future events set during this pandemic and beyond.

DARAJA Academy

The strong relationship between CMCM and CFI continued 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 join-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 faced a daunting task to adapt to covid pandemic. All staff members in the respective organizations stepped up and we have adapted our workshops to cater to remote learning. These students are continuing to grow their skillsets by filming, editing, and producing content that has been submitted to festivals, including the prestigious annual Mill Valley Film Festival. CMCM has hosted multiple on-site and remote workshops, in addition to advanced production live and recorded events.

MarinSEL (2019-2020)

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 2019 and Spring 2020 semesters. To culminate the school year, these bright students have filmed and produced live events, including those at LucasFilm, The Marin IJ, and local High School sporting events. This partnership continues to grow each year, and we already have 3 new interns registered for the 2020-2021 school year, and have also signed up for CMCM's Youth Media Academy education program.

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 the youth of the Performing Stars of Marin. The students continue to become regular crew members to document and produce original content throughout Marin County.

CMCM Education Projects (cont.)

Sports Broadcasting Camp (2019-2020)

CMCM's staff and students produced multiple live games in the Summer of 2019, when the San Rafael Pacifics, under new ownership, successfully defended their championship for a repeat winning season. For the 2020 season, CMCM was fully prepared to continue its highly successful annual live sports broadcast camp, set to continue from last season's success. Unfortunately the season and ensuing camp was cancelled abruptly due to the pandemic. This program continues to be CMCM's highest profile camp and training. We are aiming to get back into high gear for the upcoming 2021 season. We had 6 registered students (new and repeats) during this cycle.

Youth Media Academy (2019-2020)

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 continue to 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. We have had a number of cohorts throughout the year and are set to continue, even during this pandemic. A lot of safety measures have been put in place to ensure continuing education for our bright and hopeful youth.

ZOOM Remote Education (2020)

The Education & Production Director worked diligently with CMCM colleagues to set multiple core and specialty workshops to be conducted via Zoom throughout the year. Stay tuned for more updates for next year's report!





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.







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.



IJ Lobby Lounge - Partnership

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



Italian Film Festival - Partnership

For a sixth 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.

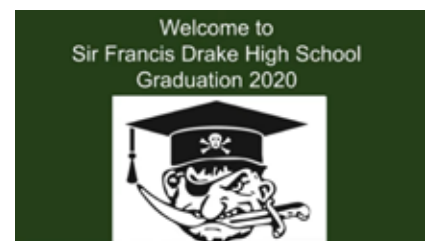
Selected Video Programs



Virtual Fiesta Exhibit



Jared Huffman Town Hall



Drake High School Graduation



Lobby Lounge: ELM



ACLU Education Forum



Coronavirus Town Hall



Marin County Fair



10th Anniversary Party



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



FINANCES

CMCM stayed under budget for the 2019/20 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 Sausalito and are planning an upgrade for San Anselmo in the current FY.

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. 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.



Sausalito gets a new aspect ratio



FINANCES

**Community Media Center of Marin
Statement of Activities
For the Period July 1, 2019 through June 30, 2020**

INCOME

Total PEG fees	\$759,417
I-NET reimb.	\$17,484
Contrib./Grants	\$17,830
Fee for Service	\$155,165
Course Fees/Membership	\$14,180
Investment Income	\$33,375
Total Income	\$915,573

EXPENSES

Facilities Lease/Util/Exp	\$93,945
iNet Cost	\$17,484
Equipment purchase/repair/rental	\$7,202
Office/business expense	\$12,882
Advertising/Promo	\$2,932
Prof. Services	\$13,493
Event	\$3,212
Insurance	\$10,644
Salaries	\$524,221
Benefits/Payroll Tax	\$129,262
Travel & Meetings	\$2,224
Total Expenses	\$817,585

Net Cash Surplus (before Capital Spending) \$97,988*

2019/20 City and Capital Spending \$43,837

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.





CMCM Staff 2019-20

Scott Ward - Gov. & Edu. Manager - (FTE)
 Michael Eisenmenger - Executive Director (FTE)
 Jill Lessard – Director of Operations (FTE)
 Bill Dunphy – Director of Programs (FTE)
 Evan Johnson - Comm. & Dev. Manager (FTE)
 Omid Shamsapour - Director of Education & Production (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)
PTE staff average between 6-25 hrs per week.

CMCM Board Members

from July 2019 - June 2020



Cynthia Abbott
 Bruce Bagnoli, *Chair*
 Barbara Coler
 Gregg Clarke, *Vice Chair*
 Frank Crosby
 Jim Geraghty, *Secretary*
 Dane Lancaster
 Jim Schultz
 Larry Paul
 Bill Sims, *Treasurer*
 Lawrence Strick
 Steven Tulsy
 Brad Van Alstyne
 Michael Wolpert
 Susan Pascal Beran
 Kimberly Scheibly





CMCM Supporters (fiscal year 2019-20)

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

Marin Sanitary Service
Shira Ridge Wealth Management
Savoni 1 LLC SANKOWICH
Stephen Fein
Lawrence Strick
Lori Greenleaf
Bruce Baum

Gregg Clarke
Katie Rice
Katherine S Boyd
Stephanie Welch
Carole Bennett
Ginger Souders-Mason
Brad Flarahty

Jonathan Westerling
Bruce Bagnoli
Vicki Nichols
Carla & Charles Stedwell
Colleen Rose
Burrill Crohn
David Creech
Lynn Lessard

Media Benefactor Supporter

Gregg Clark
Roger Stoll
Michael Morrissey
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Kimberly Ann Scheibly
Monahan Pacific
Seniors for Peace
Ginger Souders-Mason

Critical Viewer Supporters

Cynthia Abbott
Mariposa de Los Angeles
Mimi Newton
Christina Tucker
Mike Wolpert
Mary Ann Gallagher
Brad Curtis
Mary Ann Gallagher
David Stompe
Jasmine Therese Esguerra
Ariel He
Dolores Flanagan
Isaac C. Flanagan

Janet Jackson
Jayne McPherson
Lori Greenleaf
Audrey Borden
Andy Campbell
Michael Corlett
Mike Estrada
Patrick Pieri
Alrene Flynn
Arlene Banks
Patti Breitman
Eileen Morris
Helen Simple

Media Advocate Supporter

Stephanie Robison
Stephen Tulsy
Barbara Coler

Special thanks to the staff and members of the MTA 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 all our CMCM Members.*



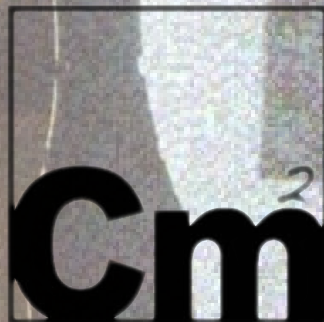
What is CMCM and Marin TV?

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
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www.marintv.org