

DATE: August 11, 2022
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/82699861817>

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: [82699861817](https://us02web.zoom.us/j/82699861817)

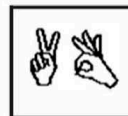
Coronavirus (COVID-19) Advisory Notice

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

How to Provide Comment

Before the meeting: Email your comments to Executive Officer Michael Frank at mfrank@marinjpas.org no later than 4:00 P.M. on Wednesday, May 13, 2020, and they will be forwarded to the MGSA Board and included in the public record. Please be sure to indicate the agenda item you are addressing.

During the meeting: Email your comments during the meeting to Executive Officer Michael Frank at mfrank@marinjpas.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 into the record (not to exceed three minutes).



BOARD MEETING AGENDA

- A. [Discuss and Consider Passing Resolution Continuing Virtual Meetings Pursuant to Assembly Bill 361 \[Ortiz\]](#) (Frank)
- B. **Report from Executive Officer** (Frank)
- C. **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.

REGULAR CALENDAR

- D. [Approve Minutes of May 12, 2022, Regular Meeting](#)
- E. [Professional Services Agreement with Sustainable Marin, Resilient Neighborhoods \(RN\) Program, for Outreach for the Marin Climate and Energy Partnership \(MCEP\)](#) (O'Rourke)

CLOSED SESSION

- F. **CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (MGSA v. Hanne Callaert dba Marin Green Cab)
- G. **CONFERENCE WITH LEGAL – Contract Negotiations: MCEP Partnership Coordinator; and Finance and Accounting Coordinator - California Code Section 54957.6**
- H. **CONFERENCE WITH LEGAL – Contract Negotiations - MGSA Executive Officer – California Government Code Section 54957.6**

OPEN SESSION

- I. [MGSA Program Contractors' and Executive Officer Professional Services Agreement Changes regarding Christine O'Rourke, Maureen Chapman, and Michael Frank](#) (Frank)
- J. **Adjournment**

NEXT REGULARLY SCHEDULED MEETING: September 8, 2022

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



900 Fifth Avenue, Suite 100
San Rafael, CA 94901
415.446.4428
maringsa.com

MEMORANDUM

DATE: August 11, 2022

TO: MGSA Board of Directors

FROM: Michael Frank, Executive Officer

SUBJECT: Virtual Meeting Authorization Under Assembly Bill 361

Recommendation

Adopt resolution 2022 - 08 authorizing remote teleconference meetings of the MGSA Board of Directors pursuant to Assembly Bill 361.

Discussion

Prior to the COVID-19 pandemic, Government Code Section 54953(b)(3) of the Ralph M. Brown Act ("Brown Act") allowed members of a legislative body to attend a public meeting by teleconference only if each teleconference location was listed on the agenda, the agenda was posted at each teleconference location and each teleconference location was open to the public. Additionally, the Government Code Section 54953(b)(3) required that a quorum of the legislative body must participate from locations within agency's boundaries.

Throughout the pandemic, certain Brown Act provisions have been suspended through a series of California Governor Executive Orders which allowed public agencies to conduct virtual meetings via teleconference platforms. The most recent, Executive Order N-08-21, expired on September 30, 2021 and was replaced by Assembly Bill (AB) 361 which amends Government Code section 54953(e) until January 1, 2024.

Under AB 361, local agencies can hold public meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3) so long as (1) the legislative body complies with certain requirements, (2) there exists a declared state of emergency, and (3) one of the following circumstances is met:

1. State or local officials have imposed or recommended measures to promote social distancing; or

2. The legislative body is holding the meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
3. The legislative body has determined, by majority vote, pursuant to option 2, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

MGSA desires to continue to hold public meetings by teleconference, and the following conditions have been met consistent with Government Code section 54953(e):

1. The Governor of California proclaimed a state of emergency on March 4, 2020, pursuant to Government Code section 8625, which remains in effect; and
2. Local officials have imposed or recommended measures to promote social distancing (attached to this staff report).

Pursuant to the provisions of AB 361, the attached resolution allows for teleconference meetings for the next 30 days. In the event that the Board desires to continue to hold meetings via teleconference beyond 30 days, the Board of Directors will adopt another resolution authorizing remote teleconference meetings at the beginning of the next Board Meeting.

Attachments

- Attachment A1: Resolution 2022 – 08 titled, “A Resolution of the Marin General Services Authority Authorizing Public Meetings to be Held Via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings and Determinations Regarding the Same.”
- Attachment A2: September 22, 2021 Social Distancing Recommendation of Marin County



900 Fifth Avenue, Suite 100
San Rafael, CA 94901
415.446.4428
maringsa.com

**A RESOLUTION OF THE MARIN GENERAL SERVICES AUTHORITY
AUTHORIZING PUBLIC MEETINGS TO BE HELD VIA TELECONFERENCING
PURSUANT TO GOVERNMENT CODE SECTION 54953(e) AND MAKING FINDINGS
AND DETERMINATIONS REGARDING THE SAME**

RESOLUTION 2022 - 08

WHEREAS, the Board (the “Board”) of the Marin General Services Authority (the “Authority”) is committed to public access and participation in its meetings while balancing the need to conduct public meetings in a manner that reduces the likelihood of exposure to COVID-19; and

WHEREAS, all meetings of the Authority are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Board conduct its business; and

WHEREAS, pursuant to Assembly Bill 361, signed by Governor Newsom and effective on September 16, 2021, legislative bodies of local agencies may hold public meetings via teleconferencing pursuant to Government Code Section 54953(e), without complying with the requirements of Government Code Section 54953(b)(3), if the legislative body complies with certain enumerated requirements in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic (the “Emergency”).

WHEREAS, on September 22, 2021, the Director of the Marin County Department of Health and Human Services issued a letter to the President of the County Board of Supervisors to

recommend a continued emphasis on social distancing measures as much as possible to make public meetings as safe as possible.

WHEREAS, the Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart from others for longer periods of time.

WHEREAS, due to the ongoing COVID-19 pandemic and the need to promote social distancing to reduce the likelihood of exposure to COVID-19, the Authority intends to hold public meetings via teleconferencing pursuant to Government Code Section 54953(e).

NOW, THEREFORE, THE BOARD OF THE MARIN GENERAL SERVICES AUTHORITY DOES RESOLVE AS FOLLOWS:

1. The Recitals provided above are true and correct and are hereby incorporated by reference.
2. The Board hereby determines that, as a result of the Emergency, meeting in person presents imminent risks to the health or safety of attendees.
3. The Board of Directors of the Authority shall conduct their meetings pursuant to Government Code section 54953(e).
4. Staff is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
5. This Resolution shall take effect immediately upon its adoption.

Adopted this 11th day of August 2022.

Ayes: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

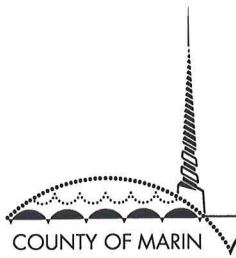
Noes: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

Absent: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

Greg Chanis
President, MGSA Board of Directors

Attested By:

Michael S. Frank
Executive Officer



DEPARTMENT OF
HEALTH AND HUMAN SERVICES

Promoting and protecting health, well-being, self-sufficiency, and safety of all in Marin County.



Benita McLarin, FACHE
DIRECTOR

20 North San Pedro Road
Suite 2002
San Rafael, CA 94903
415 473 6924 T
415 473 3344 TTY
www.marincounty.org/hhs

September 22, 2021

Dennis Rodoni
President, Board of Supervisors
3501 Civic Center Drive, 3rd Floor
San Rafael, CA 94903

Re: Public Meetings/Social Distancing

Dear President Rodoni:

On September 20, 2021, Governor Newsom signed AB 361. The legislation provides that local agencies may continue to hold certain public meetings via video/tele-conference as they have done during the Covid-19 emergency. The legislation allows such meetings to continue during a proclaimed state of emergency if state or local officials have recommended measures to promote social distancing.

Local government meetings are indoor meetings that are sometimes crowded, involve many different and unfamiliar households, and can last many hours. Given those circumstances, I recommend a continued emphasis on social distancing measures as much as possible to make public meetings as safe as possible. These measures can include using video/tele-conferencing when it meets community needs and spacing at in-person meetings so that individuals from different households are not sitting next to each other. I will notify you if this recommendation changes while the Governor's state of emergency for COVID-19 remains in place.

Respectfully,

Benita McLarin
Director, Health & Human Services

cc: Matthew H. Hymel, CAO
Brian E. Washington, County Counsel

BOARD MINUTES FOR MEETING OF MAY 12, 2022

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 10:02 a.m.

MGSA Board Members Attending: President Greg Chanis and Members Craig Middleton, Nadine Hade, and Robert Zadnik were present. Vice President Chris Blunk and Members Dan Eilerman and Adam McGill were absent.

Program Contractors Attending: Executive Officer Michael Frank, General Counsel Dave Byers, Taxi Regulation Program Coordinators Bob Brown, Christine O'Rourke, and Wayne Bush.

A. Discuss and Consider Passing Resolution Continuing Virtual Meetings Pursuant to Assembly Bill 361 [Ortiz]

Following a brief introduction by the President and Executive Officer, the Board voted to authorize remote teleconferencing of meeting of the MGSA Board pursuant to Assembly Bill 361. Motion by Middleton, seconded by Hade to adopt Resolution 2022-06 authorizing teleconference meetings of the MGSA Board of Directors pursuant to Assembly Bill 361. Motion was approved 4 – 0 with Blunk, Eilerman, and McGill absent.

There was no public comment on the item.

B. Report from Executive Officer

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

- Administration
 - Congrats to Robert Zadnik for being hired as Belvedere's new City Manager. MGSA will need a new appointment from the Marin Manager's Association following the retirement of Belvedere Town Manager Craig Middleton.
- MCEP
 - Resilient Neighborhood Funding – The MGSA Executive Officer participated in numerous discussions about Resilient Neighborhoods funding and went to the Marin Manager's Association meeting to discuss. He had a discussion with TAM regarding their support for this needed funding.

MGSA Board Meeting Minutes for May 12, 2022

- Telecommunications
 - Four permits submitted by AT&T in Novato. MGSA is gearing up for review of these first small cell applications. Still in process
- MarinMap and strategic planning
 - Conference in July along with County's GIS Team

C. Public Comment

None

D. Approve Minutes of March 10, 2022 Regular Meeting

Motion by Zadnik, seconded by Middleton to adopt the minutes of the March 10, 2022 MGSA Board Meeting. Motion was approved 4 – 0 with Blunk, Eilerman, and McGill absent. There was no public comment on the item.

E. Fiscal Year 2022/23 MGSA Operating Budget and Work Plan

Executive Officer Frank presented the Proposed Operating Budget and Work Plan for FY 2022/23 (presentation attached to minutes).

Following Board questions and discussion, a motion to approve Resolution 2022 - 07 adopting the FY 2022/23 Budget and Workplan as presented was made by Poster and seconded by McGill. The Motion to approve Resolution 2022 – 7 was approved 4 – 0 with Blunk, Eilerman, and McGill absent.

No public comment.

F. Receive the Community Media Center of Marin's (CMCM) Budget and Capital Plan for July 2022 through June 2023

Executive Director Michael Eisenmenger provided an overview of the item. No action was recommended or taken.

G. District Attorney Annual Mediation Program Report

Executive Officer Frank briefly introduced the District Attorney's annual Program Report. No action was recommended or taken.

CLOSED SESSION

H. CONFERENCE WITH LEGAL COUNSEL –ANTICIPATED LITIGATION

MGSA Board Meeting Minutes for May 12, 2022

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9

(MGSA v. Hanne Callaert dba Marin Green Cab)

OPEN SESSION

The Board of MGSA came out of Closed Session and gave approval to MGSA's General Counsel to initiate litigation under Government Code Section 54957.1(2).

No public comment.

I. Adjournment


The meeting adjourned at 11:35 a.m.

A handwritten signature in blue ink that reads "Michael S. Frank". The signature is written in a cursive style and is positioned above a horizontal line.

Michael S. Frank, Executive Officer

FY 2022/23 Budget and Workplan


May 12, 2022
Michael Frank, Executive Officer



1

Presentation Overview


- Introduction
- Budget Basics
- Executive Summary
- Program Budgets
- FY 22/23 Workplan



2

MGSA Budget Basics


| | | | |
|---------------------|-------------------------|-----------------|-----------|
| Taxi Regulation | Streetlight Maintenance | MarinMap | MCEP |
| Streetlight Telecom | MCSTOPPP – Storm Water | CATV (MTA) | Mediation |
| | Animal Care and Control | AVAP – Vehicles | |



3

| | | | | |
|-------------------------|----------|--------------|-----------|---------------------|
| | AVAP | Streetlights | MCSTOPPP | |
| MCEP | | | | Taxi |
| Animal Care and Control | | | | Streetlight Telecom |
| | MarinMap | CATV (MTA) | Mediation | |


- Budget but not in our financials
- Budget and manage program
- Act as a passthrough
- Recommend budget to others



4

MGSA Budget Basics


- 6 Funds
- No employees
 - No separate HR, IT, Risk, etc. functions
- 6 Part time contractors (including General Counsel)
 - No employee benefits or retirement
 - No computers
 - No vehicles
 - Gone virtual
 - Only one small space for storage and operate in the cloud



5

Animal Care and Control – For Your Info

- Not part of MGSA Budget
 - Paid to manage contract
- For jurisdictions' ease, we invoice and deposit into County accounts
 - Over 90% of amount invoiced jurisdictions is for Animal Care and Control
- Contractually obligated so minimal flexibility
- 2nd year of 2-year contract
- No increase in contract dollar amount for second year in a row



6

Animal Control FYI

0.1%

| | FY 22/23 Allocation | FY 21/22 Allocation | \$ Change | % Change |
|--------------|---------------------|---------------------|--------------|-------------|
| Belvedere | \$ 27,275 | 23,885 | 3,390 | 12.4% |
| Corte Mader | \$ 101,658 | 113,007 | (11,349) | -11.2% |
| Fairfax | \$ 108,150 | 92,458 | 15,691 | 14.5% |
| Larkspur | \$ 141,697 | 151,860 | (10,163) | -7.2% |
| Mill Valley | \$ 184,502 | 191,148 | (6,646) | -3.6% |
| Novato | \$ 727,965 | 701,917 | 26,049 | 3.6% |
| Ross | \$ 40,171 | 28,932 | 11,239 | 28.0% |
| San Anselmo | \$ 144,108 | 137,266 | 6,842 | 4.7% |
| San Rafael | \$ 679,210 | 726,637 | (47,427) | -7.0% |
| Sausalito | \$ 119,855 | 117,578 | 2,277 | 1.9% |
| Tiburon | \$ 105,284 | 97,856 | 7,429 | 7.1% |
| Total | \$2,379,876 | 2,382,543 | 2,668 | 0.1% |

7

FY 2022/23 Executive Summary

- Taxi permit revenue has stabilized
- Membership support to MGSA increasing despite significant expenditure reductions
 - MarinMap rate holiday for FY 21/22
 - MCEP \$70,000 increase for Resilient Neighborhoods
 - CATV/MTA expenses reduced 47% since assumption of MTA
- Overhead allocation for CATV
- Balance in the General Fund is greater than reserve policy

8

All Budgeted MGSA Programs

7.4%

| | Total 2021/22 | Total FY 22/23 | Change | % Change |
|--------------|------------------|------------------|---------------|-------------|
| Belvedere | 11,303 | 15,418 | 4,115 | 36.4% |
| Corte Madera | 26,513 | 32,142 | 5,629 | 21.2% |
| County | 151,146 | 140,301 | (10,845) | -7.2% |
| Fairfax | 18,519 | 22,722 | 4,203 | 22.7% |
| Larkspur | 19,775 | 28,126 | 8,352 | 42.2% |
| Mill Valley | 39,501 | 42,804 | 3,302 | 8.4% |
| Novato | 67,233 | 79,014 | 11,780 | 17.5% |
| Ross | 10,606 | 15,031 | 4,425 | 41.7% |
| San Anselmo | 31,443 | 36,541 | 5,098 | 16.2% |
| San Rafael | 127,021 | 122,430 | (4,591) | -3.6% |
| Sausalito | 23,484 | 29,029 | 5,545 | 23.6% |
| Tiburon | 29,344 | 33,626 | 4,282 | 14.6% |
| Total | \$555,889 | \$597,184 | 41,295 | 7.4% |

9

All Budgeted MGSA Programs

(23.5%)

| | Total 2021/22 | Total FY 22/23 | Change | % Change |
|--------------|------------------|------------------|---------------|-------------|
| Belvedere | 11,303 | 15,418 | 4,115 | 36.4% |
| Corte Madera | 26,513 | 32,142 | 5,629 | 21.2% |
| County | 151,146 | 140,301 | (10,845) | -7.2% |
| Fairfax | 18,519 | 22,722 | 4,203 | 22.7% |
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| San Anselmo | 31,443 | 36,541 | 5,098 | 16.2% |
| San Rafael | 127,021 | 122,430 | (4,591) | -3.6% |
| Sausalito | 23,484 | 29,029 | 5,545 | 23.6% |
| Tiburon | 29,344 | 33,626 | 4,282 | 14.6% |
| Total | \$555,889 | \$597,184 | 41,295 | 7.4% |

| | | | |
|------------------|------------------|--------------------------------------|---------------|
| \$555,889 | \$597,184 | 41,295 | 7.4% |
| | -\$70,000 | Increase for Resilient Neighborhoods | |
| | -\$102,000 | MarinMap prior yr Rate Holiday | |
| \$555,889 | \$425,184 | -\$130,705 | -23.5% |

10

General Fund Revenue (no MCEP)

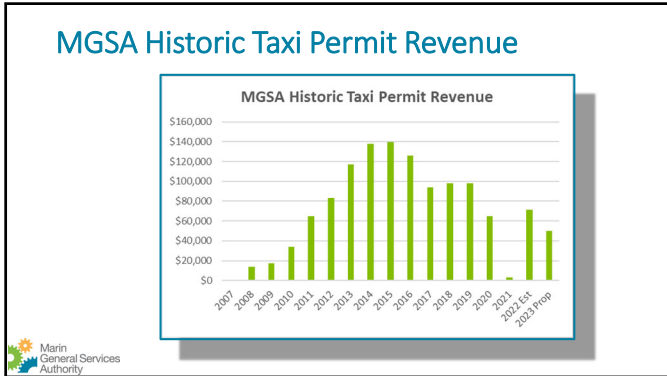
| | Adj Budget 2021/22 | Est Actual 2021/22 | Proposed 2022/23 | Bud 21/22 vs 22/23 Prop |
|--------------------------|--------------------|--------------------|------------------|-------------------------|
| Beginning Fund Balance | 47,361 | 97,205 | 256,330 | |
| Revenues | | | | |
| Member Contributions | 260,000 | 260,000 | 180,000 | (80,000) |
| Taxicab Permit Fees | 30,000 | 70,000 | 50,000 | 20,000 |
| Management/Overhead Fees | 48,909 | 48,909 | 61,777 | 12,868 |
| Telecommunication Fees | 30,000 | 4,000 | 30,000 | - |
| Interest | 3,000 | 250 | 700 | (2,300) |
| Total Revenue | \$371,909 | \$383,159 | \$322,477 | (49,433) |

11

General Fund Revenue (no MCEP)

| | Adj Budget 2021/22 | Est Actual 2021/22 | Proposed 2022/23 | Bud 21/22 vs 22/23 Prop |
|--------------------------|--------------------|--------------------|------------------|-------------------------|
| Beginning Fund Balance | 47,361 | 97,205 | 256,330 | |
| Revenues | | | | |
| Member Contributions | 260,000 | 260,000 | 180,000 | (80,000) |
| Taxicab Permit Fees | 30,000 | 70,000 | 50,000 | 20,000 |
| Management/Overhead Fees | 48,909 | 48,909 | 61,777 | 12,868 |
| Telecommunication Fees | 30,000 | 4,000 | 30,000 | - |
| Interest | 3,000 | 250 | 700 | (2,300) |
| Total Revenue | \$371,909 | \$383,159 | \$322,477 | (49,433) |

12



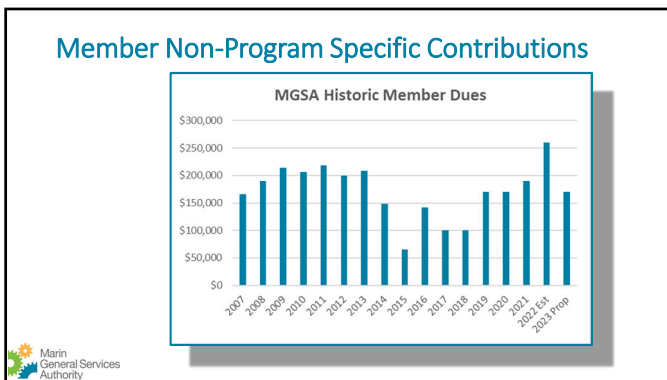
13

General Fund Revenue (no MCEP)

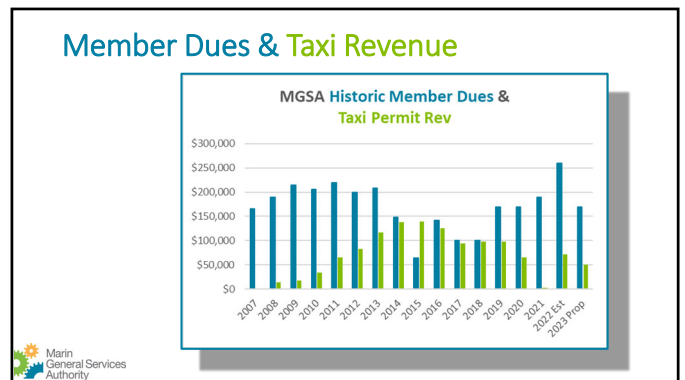
| | Adj Budget 2021/22 | Est Actual 2021/22 | Proposed 2022/23 | Bud 21/22 vs 22/23 Prop |
|-------------------------------|-----------------------|-----------------------|---------------------|----------------------------|
| Beginning Fund Balance | 47,361 | 97,205 | 256,330 | |
| Revenues | | | | |
| Member Contributions | 260,000 | 260,000 | 180,000 | (80,000) |
| Taxicab Permit Fees | 30,000 | 70,000 | 50,000 | 20,000 |
| Management/Overhead Fees | 48,909 | 48,909 | 61,777 | 12,868 |
| Telecommunication Fees | 30,000 | 4,000 | 30,000 | - |
| Interest | 3,000 | 250 | 700 | (2,300) |
| Total Revenue | \$371,909 | \$383,159 | \$322,477 | (49,433) |

Marin General Services Authority

14



15



16

General Fund Expenditures (no MCEP)

| | Adj Budget 2021/22 | Est Actual 2021/22 | Proposed 2022/23 | Bud 21/22 vs 22/23 Prop |
|----------------------------|-----------------------|-----------------------|---------------------|----------------------------|
| Expenditures | | | | |
| Insurance | 10,000 | 10,050 | 15,000 | 5,000 |
| Contract Services | 282,384 | 181,384 | 264,741 | (17,643) |
| Legal | 25,000 | 14,000 | 25,000 | - |
| Audit/Accounting | 15,500 | 6,500 | 15,500 | - |
| Rent | 2,400 | 3,600 | 7,600 | 5,200 |
| Office Expense | 13,000 | 8,500 | 11,000 | (2,000) |
| Total Expenditures | \$348,284 | \$224,034 | \$338,841 | (9,443) |
| Net | 23,625 | 159,125 | (16,365) | (39,990) |
| Ending Fund Balance | 70,986 | 256,330 | 239,966 | 168,980 |

Marin General Services Authority

17

Abandoned Vehicle Fund

| | Adj Budget 2021/22 | Est Actual 2021/22 | Proposed 2022/23 | Bud 21/22 vs 22/23 Prop |
|-------------------------------|-----------------------|-----------------------|---------------------|----------------------------|
| Beginning Fund Balance | \$5,533 | \$7,837 | \$7,837 | \$2,304 |
| Revenue | | | | |
| Interest | 150 | 10 | 50 | \$(100) |
| DMV Reimbursement | 260,000 | 238,307 | 260,000 | - |
| Total Revenue | \$260,150 | \$238,317 | \$260,050 | \$(100) |
| Expenditures | | | | |
| Program Administration | 12,000 | 12,000 | 12,000 | - |
| Jurisdiction Payments | 248,150 | 226,317 | 248,050 | (100) |
| Total Expenditures | \$260,150 | \$238,317 | \$260,050 | \$(100) |
| Net | \$0 | \$0 | \$0 | |
| Ending Fund Balance | \$5,533 | \$7,837 | \$7,837 | \$2,304 |

Marin General Services Authority

18

Marin Climate & Energy Partnership (MCEP)

| | Adj Budget 2021/22 | Est Actual 2021/22 | Proposed 2022/23 | Bud 21/22 vs 22/23 Prop |
|-------------------------------|-----------------------|-----------------------|---------------------|----------------------------|
| Beginning Fund Balance | 33,361 | 31,956 | 32,956 | (405) |
| Revenue | | | | |
| Member Contributions | 37,500 | 37,500 | 137,500 | 100,000 |
| Grant/TAM | 45,300 | 17,000 | 29,450 | (15,850) |
| Grant/County-PG&E | 25,000 | 25,000 | 25,000 | - |
| Total Revenue | \$107,800 | \$79,500 | \$191,950 | 84,150 |
| Expenditures | | | | |
| Overhead | 7,000 | 7,000 | 7,000 | - |
| Contract Services | 106,036 | 71,500 | 173,200 | 67,164 |
| Total Expenditures | \$113,036 | \$78,500 | \$180,200 | 67,164 |
| Net | \$(5,236) | \$1,000 | \$11,750 | |
| Ending Fund Balance | \$28,125 | 32,956 | \$44,706 | \$16,581 |

19

MarinMap

| | Adj Budget 2021/22 | Est Actual 2021/22 | Proposed 2022/23 | Bud 21/22 vs 22/23 Prop |
|-------------------------------|-----------------------|-----------------------|---------------------|----------------------------|
| Beginning Fund Balance | 242,163 | 247,981 | 144,561 | (97,602) |
| Revenue | | | | |
| Member Contributions | - | - | 162,000 | 162,000 |
| Interest | 3,000 | 300 | 500 | (2,500) |
| Total Revenue | \$3,000 | \$300 | \$162,500 | \$159,500 |
| Expenditures | | | | |
| Executive Officer/Overhead | 7,000 | 7,000 | 7,000 | - |
| Program Administration | 32,640 | 32,640 | 32,640 | - |
| Other Contract Services | 73,000 | 62,080 | 73,000 | - |
| Projects | 87,000 | 2,000 | 55,000 | (32,000) |
| Total Expenditures | \$199,640 | \$103,720 | \$167,640 | -\$32,000 |
| Net | -\$196,640 | -\$103,420 | -\$5,140 | |
| Ending Fund Balance | \$45,523 | \$144,561 | \$139,421 | 93,898 |

20

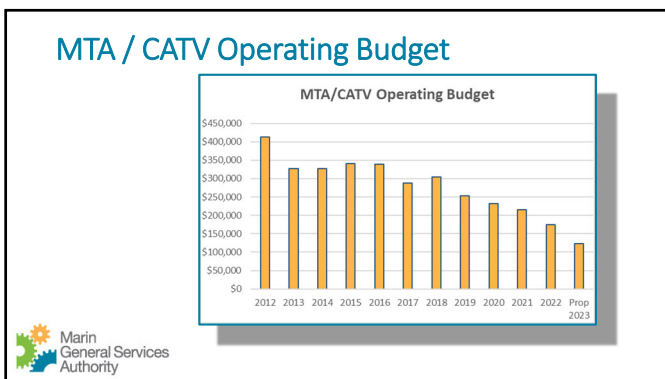
CATV Operating Fund

| | Adj Budget 2021/22 | Est Actual 2021/22 | Proposed 2022/23 | Bud 21/22 vs 22/23 Prop |
|-------------------------------|-----------------------|-----------------------|---------------------|----------------------------|
| Beginning Fund Balance | \$93,924 | \$173,119 | \$173,119 | \$79,195 |
| Revenue | | | | |
| Interest | 2,000 | 250 | 500 | (1,500) |
| Franchise Fees | 3,300,000 | 3,331,688 | 3,600,000 | 300,000 |
| Other Revenue | 8,200 | 8,654 | 9,200 | 1,000 |
| Total Revenues | 3,310,200 | 3,340,592 | 3,609,700 | 299,500 |
| Expenditures | | | | |
| MGSA/Program Administration | 45,929 | 45,929 | 61,346 | 15,417 |
| Broadband for Jurisdictions | 20,000 | 19,476 | 20,000 | - |
| Professional Services | 95,600 | 61,600 | 36,853 | (58,747) |
| Other Expenses | 13,000 | 45,000 | 5,000 | (8,000) |
| Jurisdiction Payments | 3,135,671 | 3,168,587 | 3,606,502 | 470,831 |
| Total Expenditures | 3,310,200 | 3,340,592 | 3,729,700 | 419,500 |
| Net | - | \$0 | \$(120,000) | |
| Ending Fund Balance | \$93,924 | \$173,119 | \$53,119 | \$(40,805) |

21

- ### CATV Overhead
- 6 FY 2022/23 CATV Overhead
 - EO Costs 25% charged directly
 - Accountant time charged directly at 35%
 - Direct CATV costs charged directly
 - Misc costs unrelated to other programs charged at 35%

22

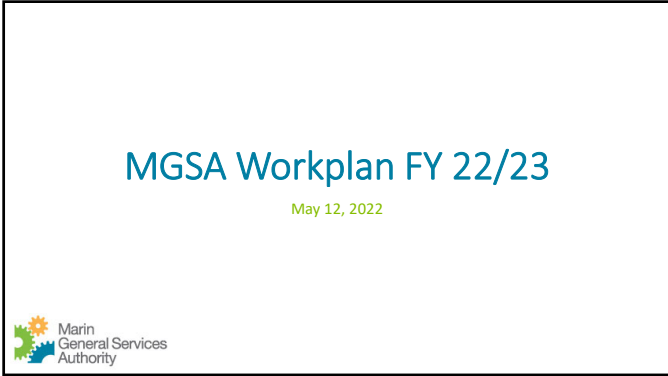


23

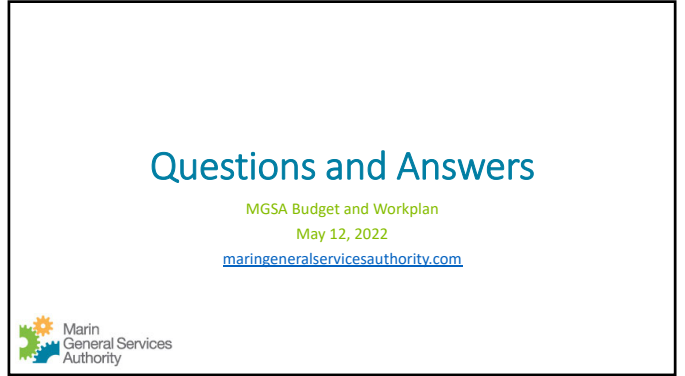
CATV PEG Fund

| | Adj Budget 2021/22 | Est Actual 2021/22 | Proposed 2022/23 | Bud 21/22 vs 22/23 Prop |
|---------------------------------|-----------------------|-----------------------|---------------------|----------------------------|
| Beginning Fund Balance | \$972 | \$1,148 | \$1,148 | \$176 |
| Revenue | | | | |
| Interest | 500 | 320 | 500 | - |
| PEG Fees | 750,000 | 675,519 | 750,000 | - |
| Total Revenues | \$750,500 | \$675,839 | \$750,500 | - |
| Expenditures | | | | |
| Community Media Center Contract | 750,500 | 675,839 | 750,000 | (500) |
| Total Expenditures | \$750,500 | \$675,839 | \$750,000 | \$(500) |
| Net | \$0 | \$0 | \$500 | \$500 |
| Ending Fund Balance | \$972 | \$1,148 | \$1,648 | \$676 |

24



25



26



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San Rafael, CA 94901
415.446.4428
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MEMORANDUM

DATE: August 11, 2022

TO: MGSA Board of Directors

FROM: Christine O'Rourke, MCEP Sustainability Coordinator

SUBJECT: Professional Services Agreement with Sustainable Marin (Resilient Neighborhoods (RN) Program) for Outreach for the Marin Climate and Energy Partnership (MCEP)

Recommendation

By motion, pass Resolution 2022-09 to authorize the Executive Officer to execute a 3-Year Professional Services Agreement with Sustainable Marin to conduct community outreach and education through its Resilient Neighborhoods (RN) Program for the Marin Climate and Energy Partnership (MCEP).

Discussion

One of MCEP's goals is to work collaboratively on programs that are contained in each member's Climate Action Plan and can be most effectively implemented jointly. Historically, MCEP has worked with Resilient Neighborhoods (RN) (<https://www.resilientneighborhoods.org/>), a local group operating under the umbrella of the nonprofit Sustainable Marin, to provide community outreach and education for its member jurisdictions. RN organizes and educates community-based climate action teams on strategies and resources available to improve home energy efficiency, shift to renewable energy, reduce transportation emissions, conserve water, reduce waste, and build resiliency. MCEP supported MCEP since 2015 by providing funding, nearly \$360,00 over the years, including a \$275,000 grant from the California Energy Commission.

On May 12, 2022, the MGSA Board approved the Budget for FY 2022-2023 that included a \$100,000 expenditure to fund the RN program for FY 2022-23. The expenditure had been previously vetted and supported by the Marin Managers Association. The intent is to provide

ongoing, long-term support to RN, but the program will be reevaluated each year and the Board will re-authorize funding with the annual budget.

MCEP currently wishes to enter into a 3-Year Professional Services Agreement with Sustainable Marin for \$100,000 annually to continue RN outreach and education through June 30, 2026. The draft Professional Services Agreement with Sustainable Marin and draft resolution are attached to this staff report.

Attachments

- E1** Resolution 2022-09 titled, “Sustainable Marin / Resilient Neighborhoods Community Outreach and Education Professional Services Agreement Approval.”
- E2** Draft Professional Services Agreement between MGSA and Sustainable Marin



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**SUSTAINABLE MARIN / RESILIENT NEIGHBORHOODS COMMUNITY OUTREACH AND
EDUCATION PROFESSIONAL SERVICES AGREEMENT APPROVAL**

RESOLUTION 2022 - 09

WHEREAS, the Marin General Services Authority (Marin Climate and Energy Partnership Program) wishes to retain Resilient Neighborhoods, a program of the nonprofit Sustainable Marin, to conduct outreach and education activities to community members; and

WHEREAS, the MGSA and Sustainable Marin wish to execute a Professional Services Agreement for a maximum \$100,000 annually to conduct this work through June 30, 2023, and for the following two years if budgeted in the Marin General Services Authority Annual Budget.

NOW THEREFORE, BE IT RESOLVED, that the MGSA Board of Directors authorizes the Executive Officer to execute a Professional Services Agreement with Sustainable Marin to conduct outreach and education activities through Resilient Neighborhoods for the Marin Climate and Energy Partnership in an amount not to exceed \$100,000 annually, terminating on June 30, 2026.

Adopted this 11th day of August 2022.

Ayes: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

Noes: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

Absent: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

Greg Chanis
President, MGSA Board of Directors

Attested By:

Michael S. Frank
Executive Officer



PROFESSIONAL SERVICES AGREEMENT

**Marin Climate and Energy Partnership/
Sustainable Marin (Resilient Neighborhoods Community
Outreach and Education Program)**

THIS AGREEMENT is made and entered into this 11th day of August 2022, by and between the **MARIN GENERAL SERVICES AUTHORITY**, hereinafter referred to as "Authority" and **Sustainable Marin**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, Authority desires to retain Contractor to conduct community outreach and education for the local governments of the Marin Climate & Energy Partnership through its Resilient Neighborhoods Program; and

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

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

1. SCOPE OF SERVICES:

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

2. FEES:

The fees for furnishing services under this Contract shall be based on the rate schedule, which is attached hereto as Exhibit "A" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract, however, the MGSA Executive Director may, at his/her discretion approve an annual COLA increase in the hourly salary rates. The term of this contract is through June 30, 2026.

3. MAXIMUM COST TO AUTHORITY:

In no event will the cost to Authority for the services to be provided herein exceed the maximum annual sum of \$100,000, including non-salary expenses and is contingent on the amount budgeted annually by the Authority.

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.

5. WORKER'S COMPENSATION:

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

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

6. INSURANCE:

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

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

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit Authority to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at Authority's option; Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Authority. Contractor shall refund any moneys erroneously charged. If Authority ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

12. TIME OF AGREEMENT:

This Agreement shall commence on **July 1, 2022** and shall continue on a month-to-month basis. Time is of the essence with respect to this Contract.

13. TITLE:

It is understood that 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:

- 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.
- 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.
- 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 email with

acknowledgement of receipt.

- 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.
- This contract is automatically terminated if the MGSA Board does not approve funding in its annual Budget.

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 provided to Authority at the following location:

Executive Officer – mfrank@marinjpas.org
Marin General Services Authority
900 Fifth Avenue, Suite 100
San Rafael, CA 94901

Notices shall be given to Contractor at the following address:

Wendi Kallins, President
Sustainable Marin
166 Greenwood Avenue
San Rafael, CA 94901

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

APPROVED AS TO FORM: APPROVED BY:

GENERAL COUNSEL

By: _____
David Byers

MARIN GENERAL SERVICES AUTHORITY:

By: _____
Michael S. Frank, Executive Officer

CONTRACTOR:

By: _____

Name: Wendi Kallins, President
Sustainable Marin
Federal Tax I.D.: 94-3308034
Telephone No.: 415-806-4101

Attachment A: Scope of Work / Budget

- Provide online and in-person classes. Strive to graduate 300-350 residents between 7/1/22 and 6/30/23, with participants located in every jurisdiction.
- Conduct outreach in all jurisdictions, including providing newsletter, social media, and website content; presentations to interested community groups, elected officials, and sustainability committees; and participation at local events.
- Promote local utility and agency programs and resources, especially those offered by MCE, the Marin Municipal Water District, and the Transportation Authority of Marin.
- Provide content, resources, local initiatives to ~ 1800 past participants.
- Provide quarterly reports to the Marin Climate & Energy Partnership's steering committee on the progress of the outreach activities, number of participants graduating, and actions/pledges taken by program graduates.
- Reach out to less represented populations to expand the diversity of team makeup and report on efforts and outcomes.

\$100,000 maximum annual Agreement amount contingent of the amount budgeted annually by the Authority.

Hourly Rates

- Executive Director \$54/hr.
- Operations Manager \$50/hr.
- Special Projects Manager \$45/hr.
- Communications and Outreach Associate \$35/hr.



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San Rafael, CA 94901
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MEMORANDUM

DATE: August 11, 2022

TO: MGSA Board of Directors

FROM: Michael S. Frank, Executive Officer

SUBJECT: MGSA Program Contractors' and Executive Officer Professional Services Agreement Changes

Recommendation

Approval of Resolution 2022-10 and Resolution 2022-11 delegating the authority of the Executive Officer to sign the Professional Services Agreement amendments as discussed below in order to continue the consulting, program, support, and Executive Officer services provided to MGSA.

Discussion

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

The following change is recommended for Christine O'Rourke who provides sustainability and coordination services to the Marin Climate and Energy Partnership (MCEP). Staff is recommending a rate increase from \$100 per hour to \$125 per hour. This increase will put her at the same hourly rate as Bob Brown who has similar experience and expertise and coordinates another MGSA program. All other terms and scope of work would remain the same. The last hourly rate change for Christine O'Rourke was made by the MGSA Board on July 9, 2020. The hourly rate change will bring her closer to what she charges other public sector clients.

The second change recommended is for Maureen Chapman. MGSA entered into a contract with Ms. Chapman on November 12, 2020. The contract had a not to "exceed the maximum sum of

\$25,000.” The Professional Services Amendment attached would increase that limitation to \$35,000 and increase her monthly rate by 6% from \$2,550 to \$2,703.

Lastly, A cost-of-living increase is recommended for the Executive Officer as determined by the MGSA Board of Directors. All other terms and scope of work would remain the same in the existing contract. The last rate change for Michael Frank was made by the MGSA Board on May 14, 2020. The Consumer Prices Index (CPI) rose by 10% in the last two years (6.8% in the 12 months to June 2022 and 3.2% in the 12 months to June 2021).

Attachments

1. Resolution 2022 – 10 titled, “Amendment No. 4 to the Professional Services Agreement with Christine O’Rourke and Amendment No. 1 with Maureen Chapman.”
2. Agreement Amendment No. 4 titled, “Amendment No. 4 to Agreement with Christine O’Rourke for Professional Services for Sustainability Coordination of the Marin Climate and Energy Partnership.”
3. Agreement Amendment No. 1 titled, “Amendment No. 1 to Agreement with Maureen Chapman for Accounting and Financial Support Services.”
4. Resolution 2022 – 11 titled, “Amendment No. 4 to the Professional Services Agreement Between MGSA and Michael S. Frank for Executive Officer Services.”
5. Contract Amendment No. 4 titled, “Amendment No. 4 to Agreement with Michael S. Frank for Executive Officer Services.”



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**AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH CHRISTINE O’ROURKE AND AMENDMENT NO. 1 WITH MAUREEN CHAPMAN**

RESOLUTION 2022 - 10

WHEREAS, MGSA and Christine O’Rourke entered into a Professional Services Agreement on September 24, 2015 and the Marin Climate and Energy Partnership (MCEP), a Program of MGSA, has utilized the services of Christine O’Rourke to provide sustainability coordination and provide for MCEP services; and

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

WHEREAS, MGSA and Maureen Chapman entered into a Professional Services Agreement on November 12, 2020; and

WHEREAS, MGSA has utilized Maureen Chapman’s accounting and financial analysis background; and

WHEREAS, MGSA and Maureen Chapman wish to amend said agreement.

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

- Amendment No. 4 to the Professional Services Agreement with Christine O’Rourke implementing a rate increase from \$100 per hour to \$125 per hour. All other terms and scope of work would remain the same.
- Amendment No. 1 to the Professional Services Agreement with Maureen Chapman implementing a rate increase from \$2,550 per hour to \$2,703 per hour at the beginning of the FY 2022/23 fiscal year and increasing the Agreement limitation to \$35,000. All other terms and scope of work would remain the same.

Adopted this 11th day of August, 2022.

Ayes: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

Noes: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

Absent: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

Greg Chanis, MGSA Board President

Attested By:

Michael S. Frank, Executive Officer



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AMENDMENT NO. 4 TO AGREEMENT WITH CHRISTINE O’ROURKE FOR PROFESSIONAL SERVICES FOR SUSTAINABILITY COORDINATION OF MCEP

This document constitutes Amendment No. 4 entered into as of the 11th day of August, 2022, to the Professional Services Agreement originally entered into as of the 24th day of September 2015, by and between Marin General Services Authority hereinafter called "MGSA" and Christine O’Rourke, hereinafter called "Contractor."

RECITALS

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

- A. MGSA desires to amend the provisions of the Professional Services Agreement to increase the contract rate from \$100 per hour to \$125 per hour for the Marin Climate and Energy Partnership (MCEP) sustainability coordination starting August 11, 2022.
- B. Contractor is desirous of these changes as well.
- C. All other terms and conditions of the Agreement shall remain in force and effect.

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

DATED: _____

DATED: _____

MARIN GENERAL SERVICES AUTHORITY

CONSULTANT

Michael S. Frank, Executive Officer

Christine O’Rourke



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San Rafael, CA 94901
415.446.4428
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**AMENDMENT NO. 1 TO AGREEMENT WITH MAUREEN CHAPMAN FOR
ACCOUNTING AND FINANCIAL SUPPORT SERVICES**

This document constitutes Amendment No. 1 entered into as of the 11th day of August, 2022, to the Professional Services Agreement originally entered into as of the 12th day of November, 2020, by and between Marin General Services Authority hereinafter called "MGSA" and Maureen Chapman, hereinafter called "Contractor."

RECITALS

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

- A. MGSA desires to amend the provisions of the Professional Services Agreement to increase the monthly rate in the Agreement by 6% to \$2,703; and
- B. Increase the \$25,000 limit in the Agreement to \$35,000; and
- C. Contractor is desirous of these changes as well; and
- D. All other terms and conditions of the Agreement shall remain in force and effect.

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

DATED: _____

DATED: _____

MARIN GENERAL SERVICES AUTHORITY

CONSULTANT, Marin Chapman Accounting

Michael S. Frank, Executive Officer

Maureen Chapman



900 Fifth Avenue, Suite 100
San Rafael, CA 94901
415.446.4428
maringsa.com

**AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MGSA AND
MICHAEL S. FRANK FOR EXECUTIVE OFFICER SERVICES**

RESOLUTION 2022 – 11

WHEREAS, MGSA and Michael S. Frank originally entered into a Professional Services Agreement on February 8, 2016, and last changed the Agreement on May 14, 2020; and

WHEREAS, the MGSA Board is pleased with the performance of the Executive Officer and wishes to provide a cost-of-living increase.

NOW THEREFORE, BE IT RESOLVED, that the MGSA Board of Directors authorizes the President of the MGSA to execute Amendment No. 4, amending the provisions of the Professional Services Agreement to increase his monthly contract amount by X% starting at the beginning of the FY 2022/23 fiscal year.

Adopted this 11th day of August 2022.

Ayes: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

Noes: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

Absent: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

Greg Chanis, MGSA Board President

Attested By:

Michael S. Frank, Executive Officer



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San Rafael, CA 94901
415.446.4428
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**AMENDMENT NO. 4 TO AGREEMENT WITH MICHAEL S. FRANK
FOR EXECUTIVE OFFICER SERVICES**

This document constitutes Amendment No. 4 entered into as of the 11th day of August, 2022, to the Professional Services Agreement entered into as of the 8th day of February, 2016, by and between the Marin General Services Authority hereinafter called "MGSA" and Michael S. Frank.

RECITALS

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

- A. MGSA desires to amend the provisions of the Professional Services Agreement to provide a cost-of-living increase of ____%.
- B. Michael S. Frank is desirous of these changes as well.
- C. All other terms and conditions of the Agreement shall remain in force and effect.

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

DATED: _____

DATED: _____

MARIN GENERAL SERVICES AUTHORITY

MICHAEL S. FRANK

President, MGSA Board of Directors
Greg Chanis

Executive Officer Michael S. Frank