

BOARD MEETING AGENDA

- DATE:** November 10, 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/87084122501>
- 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: 87084122501

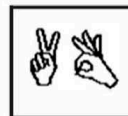
Coronavirus (COVID-19) Advisory Notice

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

How to Provide Comment

Before the meeting: Email or text your comments to Executive Officer Michael Frank at mfrank@marinjpas.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 included in the public record. Please be sure to indicate the agenda item you are addressing.

During the meeting: Email or text your comments during the meeting to Executive Officer Michael Frank at 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).



November 10, 2022 MGSA Board 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 agendaized and taken up at a future meeting. Public input will be taken as part of each agendaized item.
- D. [Approve Minutes of September 8, 2022 Regular Meeting](#) (All)
- E. [Community Media Center of Marin Annual Report Transmittal](#) (Eisenmenger)
- F. [MGSA Board Appointments to the Community Media Center of Marin \(CMCM\) Board of Directors](#) (Frank)
- G. [Tentative 2023-2026 Agreement for Animal Control Services Between the County / Animal Services JPA and Marin Humane](#) (Frank)
- H. [Election of 2023 Board Officers: 1\) President and 2\) Vice-President](#) (All)
- I. [Transmittal of the Annual Fiscal Year 2021/22 MGSA Financial Statement and Audit Report](#) (Frank)
- J. [2023 MGSA Board Meeting Schedule](#) (All)
- K. [2023 MGSA Board Meeting Format Post COVID Emergency Order](#) (Byers)
- L. **Adjournment**

NEXT SCHEDULED MEETING: January 12, 2023

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: November 10, 2022

TO: MGSA Board of Directors

FROM: Michael Frank, Executive Officer

SUBJECT: Virtual Meeting Authorization Under Assembly Bill 361

Recommendation

Adopt resolution 2021 - 14 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.

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 City Council will adopt another resolution authorizing remote teleconference meetings.

Attachments

Attachment A1: Draft Resolution 2022 – 14 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: Social Distancing Recommendation of Marin County



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**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 - 14

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 legislative bodies 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 10th day of November 2022.

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

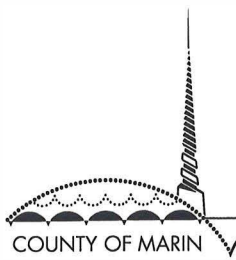
Noes: Blunk, Chanis, Eilerman, Hade, McGill, Poster, Zadnik

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

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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 SEPTEMBER 8, 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, Vice President Chris Blunk, and Members Dan Eilerman, Nadine Hade, and Andy Poster were present. Members Adam McGill and Robert Zadnik were absent.

Program Contractors Attending: Executive Officer Michael Frank, General Counsel Pat Richardson, and MCEP Coordinator Christine O'Rourke.

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 Eilerman, seconded by Chanis to adopt Resolution 2022-12 authorizing teleconference meetings of the MGSA Board of Directors pursuant to Assembly Bill 361. Motion was approved 5 – 0 with McGill and Zadnik 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**
 - 1) FY 2021/22 Annual Financial Audit underway
- **MarinMap**
 - 1) Strategic Plan – Interviewing GIS / ESRI consultants
- **Taxi**
 - 1) Resolution Regarding Marin Green Cab permit delinquency
 - 2) Public Information Request regarding Taxi Program Information
- **Animal Care and Control**
 - 1) Started meetings / negotiations in September
- **Telecommunications**

MGSA Board Meeting Minutes for September 8, 2022

- 1) No small cell streetlight applications submitted
- **CATV**
 - 1) CMCM - Attended Board meeting and gave update on franchise fee receipts
 - 2) CMCM is not moving forward with expanding the CMCM Center into the neighboring space

C. Public Comment

None

D. Approve Minutes of August 11, 2022 Regular Meeting

Motion by Poster, seconded by Hade to adopt the minutes of the August 11, 2022 Board Meeting. Motion was approved 4 – 0 – 3 with Eilerman abstaining and McGill and Zadnik absent.

E. Marin Climate and Energy Partnership (MCEP) Electric Vehicle Masterplan Presentation

MCEP Coordinator, Christine O'Rourke, made a presentation on the status and process of the Draft Electric Vehicle Masterplan. No action was requested or taken. Slides are attached. There was no public comment on the item.

F. Budget Adjustment of CATV Program Franchise Fees


Executive Officer Frank presented the rationale for a FY 21/22 Budget Adjustment.

Following Board questions and discussion, a motion to approve Resolution 2022 - 13 to authorize the Executive Officer to execute a Budget Amendment for FY 21/22 was made by Eilerman and seconded by Blunk. The Motion to approve Resolution 2022 – 13 was approved 5 – 0 with McGill and Zadnik absent.

No public comment.

G. Adjournment

The meeting adjourned at 10:53 a.m.



Michael S. Frank, Executive Officer



MCEP Overview and Marin Countywide EV Acceleration Strategy

September 8, 2022



MARIN CLIMATE & ENERGY PARTNERSHIP (MCEP)

- Since 2007
- Partnership of all Marin jurisdictions plus MCE, TAM and MMWD
- Complete annual community-wide GHG emissions inventories and municipal inventories every five years
- Climate Action Plan Updates
- Work together to implement mutual CAP programs
 - Countywide Electric Vehicle Acceleration Strategy
 - Resilient Neighborhoods
 - Model Green Building Reach Code
 - Reusable Foodware Ordinance
 - Electric Landscape Equipment Ordinance
 - Ride and Drive Clean Marin



MARIN COUNTYWIDE EV ACCELERATION STRATEGY

- Funded through TAM's Alternative Fuel Program
- Goal is to accelerate EV adoption to meet targets set in each jurisdiction's Climate Action Plan
- Intent is to develop a plan that can be accepted/adopted by all jurisdictions



PROCESS TO CREATE THE EV ACCELERATION STRATEGY

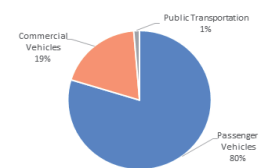
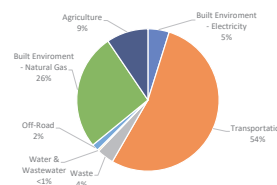
- MCEP subcommittee formed
- Guiding Principles developed
- Outreach conducted to stakeholders (jurisdictions' staff, community leaders, nonprofits, State agencies) to understand barriers and challenges to widespread EV adoption
- Reviewed other agencies' plans and guidance from regional and State agencies



GUIDING PRINCIPLES

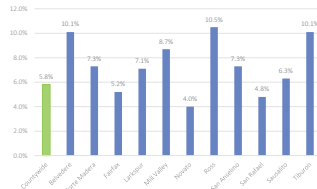
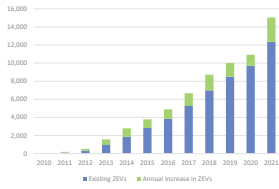
- Align with and support local climate action plans.
- Provide equitable access to EV programs and strive for equitable outcomes.
- Coordinate countywide for consistency, efficiency, and cost-effectiveness of program implementation.
- Track and measure progress of EV Strategy actions and adoption rates.
- Strive to capture local economic co-benefits whenever possible.
- Focus government actions on those that most efficiently utilize public funds and resources.
- Leverage regional, state, and federal funds to support EV deployment in Marin County.
- Support acceleration of EV sales and charger installation by the private market.

EXISTING CONDITIONS: GHG EMISSIONS (2020 Data)



- Countywide, emissions from the Transportation sector is responsible for more than half of community emissions (2020 data)
- Passenger vehicles are responsible for 80% of transportation emissions
- Reducing emissions from passenger vehicles is critical to meeting local and state emissions reduction goals

EXISTING CONDITIONS: ZEV ADOPTION



- 12,369 ZEVs in Marin at the end of 2021
- ZEVs include battery electric (66%), plug-in hybrid (33%), and fuel cell electric vehicles (<1%)
- Countywide, 5.8% of registered passenger vehicles are ZEVs

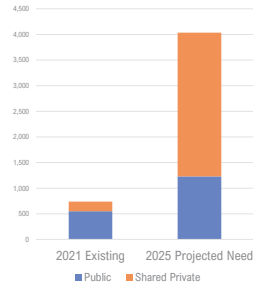
GHG REDUCTION AND ZEV TARGETS

Jurisdiction	GHG Reduction Goal for 2030	ZEV registrations as % of total passenger vehicle registration by 2030
City of Belvedere	40% below 1990 level	35%
Town of Corte Madera	40% below 1990 level	25%
Town of Fairfax	Zero emissions	100%
City of Larkspur	40% below 1990 level	33%
County of Marin	40% below 1990 level (mitigation only)	45%
Town of San Anselmo	45% below 1990 level	25%*
City of San Rafael	40% below 1990 level	25%
City of Sausalito	40% below 1990 level	30%

*The Town of San Anselmo has also adopted a local target of 3,000 ZEVs registered in San Anselmo by 2030.

EV CHARGING NEEDS

- According to California Energy Commission data, there are 739 public (75%) and shared private (25%) chargers in Marin
- The number of single-family home chargers is undoubtedly much higher.
- 71% of housing units in Marin are single family home
- Greatest need is for shared private chargers in multifamily buildings and at workplaces
- Opportunity to ensure new multifamily buildings are ready for an all-electric future



EV CHARGING NEEDS

- TAM's Marin County Electric Vehicle Charging Station Siting Plan (2019)
- Level 2 chargers needed:
 - Southern Marin, especially TAM junction, Mill Valley, Strawberry
 - Frontage roads next to Highway 101
 - Shopping centers
 - School parking lots
 - SMART stations
 - Ferry terminals
 - Park and ride lots
 - Marin City and Canal Neighborhood to support equitable EV access and adoption
- Level 3 chargers needed:
 - Terra Linda, downtown San Rafael, downtown Novato, Sausalito, Point Reyes Station, Larkspur/Corte Madera, Mill Valley

MUNICIPAL FLEETS

Jurisdiction	BEVs
City of Belvedere	2 passenger cars and 1 e-bike
Town of Corte Madera	3 passenger cars and 1 e-bike
County of Marin	13 passenger cars
City of Larkspur	2 passenger cars
City of Mill Valley	6 passenger cars and electric utility carts
City of Novato	3 passenger cars and 5 e-bikes
Town of Ross	1 passenger car
Town of San Anselmo	3 passenger cars and 2 e-bikes
City of San Rafael	1 parking buggy, 1 utility vehicle, and 4 e-bikes
City of Sausalito	None
Town of Tiburon	3 passenger cars, 1 e-bike, and 1 utility cart

BARRIERS TO EV ADOPTION

Vehicle Technology	<ul style="list-style-type: none"> • EV range • Battery degradation (especially in the used EV market) • Lack of diversity in vehicle types (light/heavy duty trucks, police pursuit vehicles) and price points • Lack of vehicle availability
Charging	<ul style="list-style-type: none"> • Not enough publicly accessible charging locations, both Level 2 and 3 • Cost to install chargers, especially for trenching and getting electricity to site • Low grid capacity or connectivity in certain locations • Not enough wayfinding signage for EV charging locations • Difficult to retrofit existing multi-family buildings for EV chargers and lack of parking spaces for EVs • EV charging cost allocation to residents at multi-family buildings can be complicated with electricity meters • Cost and effort to upgrade electrical panel/install Level 2 charger at home • Reliability of public chargers
Economics	<ul style="list-style-type: none"> • Higher initial purchase or lease price of EVs compared to internal combustion engine vehicles • Complicated incentives (vehicles and EV chargers) • Revenue from public EV chargers does not cover cost of subscription, maintenance, electricity, and depreciation
Perceptions and Behavior	<ul style="list-style-type: none"> • Misinformation about EV models, range, charging, etc. • Resistance to change/fear of the unknown • Lack of EV knowledge at car dealerships • Lack of knowledge about best times to charge

EV STRATEGY'S ACTIONS

- 35 actions in four areas
- Expectation is that jurisdictions to identify and prioritize specific actions for implementation and provides a sample workplan for this purpose
- Sample Workplan provided in the appendix for this purpose



EV STRATEGY'S ACTIONS

- **Conduct Robust Community Outreach and Education (4 actions)**
 - Conduct/support marketing campaigns
 - Promote rebates and incentives
- **Accelerate Public Charging Infrastructure (15 actions)**
 - Develop a model reach code
 - Capital Improvement Plans
 - Municipal investment in frequently used properties (community centers, near multifamily buildings)
 - E-bike facilities

EV STRATEGY'S ACTIONS

- **Increase Municipal Fleet Electrification (11 actions)**
 - Fleet replacement strategies
 - Goal to convert to 100% of fleet to EVs by 2030
 - Promote chargers
- **Support and Advocate for Policy and Funding that Accelerates EV Adoption (5 actions)**
 - Additional funding for municipal needs
 - Support equity priority communities

NEXT STEPS

- Seeking input from community groups and Climate Action Committees
- [MarinClimate.org](https://marinclimate.org/wp-content/uploads/2022/08/Marin-Countywide-EV-Acceleration-Strategy-Pubic-Review-Draft-08-04-22.pdf)
<https://marinclimate.org/wp-content/uploads/2022/08/Marin-Countywide-EV-Acceleration-Strategy-Pubic-Review-Draft-08-04-22.pdf>
- Revise the Strategy
- Bring to city and town councils for acceptance this winter



QUESTIONS?





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MEMORANDUM

DATE: November 10, 2022

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 2021 – June 30, 2022.

Discussion

The Marin Telecommunications Agency (MTA) 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 2021 through June 2022, representing the CMCM's thirteenth full year of operation. The information required to be in the Annual Report and related documents per the DAP Agreement is identified below. The 2021-2022 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 and other materials provide 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 annual information provided should include:

- 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 E1 – CMCM Annual Report for FY 2021-22

2021-22 ANNUAL REPORT







CONTENTS

Community Media Center of Marin Annual Report July 1, 2021 – June 30, 2022

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18	Supporters



INTRODUCTION

November 2022

We are pleased to submit the 13th annual report for the Community Media Center of Marin for the period July 1, 2021 - June 30, 2022. This report represents the 13th year of the organization and the twelfth full year of operations for the Community Media Center and Marin TV PEG channels. We began cablecasting June 15, 2009 and opened the Community Media Center to the public on June 30 of that same year.

Fiscal year 2021/22 has been a year of retooling after a long covid closure. In post-pandemic Marin residents are still cautious but the media center has had gradually increasing traffic over the year, though not yet up to pre-pandemic levels. The bulk of our work these past year two years have been government related as we outfitted council chambers for hybrid use, completely rebuilt others and added a new cities and agencies to our installation work. With much of the heavy lifting for government work nearly behind us, we will again be able to focus on expanding the offerings and opportunities at the media center for Marin residents and youth.

Sincerely,



Michael Eisenmenger
Executive Director



THE MEDIA CENTER

CMCM Membership (*background*)

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 also offer opportunities for those wishing to support the work of CMCM as supporting members. The center hosts far more individuals and groups than just the active membership as the gallery and center is always open to the public.

2021-22 CMCM Membership

The media center partially reopened June 15, 2021 for limited class sizes and access. We were fully open later in the Summer. Like many non-profits we are still recovering in the post-pandemic environment as people slowly become more confident in sharing space indoors with others.

CMCM Membership Totals

(July 1, 2021 through June 30, 2022)

Individual Members: 168

Student/Senior Members: 19/22

Organizational Members: 11

Total Membership for year: 220*

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

Hours of Operation

CMCM is open to the public Tuesday through Thursday 2:00–9:00 PM, Friday and Saturday 11:00 AM–6:00 PM. After a mandatory closure, we returned to our normal schedule on June 15, 2021.

220 members from all over Marin County

Individual Member Breakdown by City:

Corte Madera	11	Novato	35
Fairfax	17	Ross	1
Forest Knolls	3	San Anselmo	14
Greenbrae	3	San Geronimo	1
Kentfield	3	San Rafael	66
Larkspur	8	Sausalito	19
Marin City	1	Tiburon	6
Mill Valley	31	Woodacre	1

TRAINING

CMCM Certification and Training (background)

The 2021-22 fiscal year saw a slow return to our hands-on foundation courses after a 15 month closure. Initially we held classes at half enrollment for social distancing but by the end of the year we returned to normal class sizes. We saw a gradual uptick in interest and enrollments which has continued to the present time.

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 for seminars and workshops.



Studio Workshop

2021/22 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. *These were offered online via Zoom.*

Basic Field Camera Production

(\$105): A three-session course (9 hours). Learn basic shooting, audio recording, and production skills to create quality programs. *Camera classes were held outdoors, weather permitting and later indoors with reduced enrollments and mask requirements.*

Intro Final Cut Pro X or Davinci Resolve

(\$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.

Advanced and Special Courses

CMCM offers occasional workshops for scripting, lighting, camera framing and using Zoom as well as advanced courses. We didn't offer our popular 'Ask the Experts' series this year. Instead we focussed on the foundation courses and helping people get back into production would more beneficial.

30 courses offered for 188 attendees

TRAINING

Training and Certification

This year represented a return to hand-on training and we chose to focus on our foundation courses to help individuals begin producing programs again. We also saw a good uptick in equipment use, particularly in studio which had been closed for the 15 month pandemic.

Course	Classes offered	Attendance
Orientation	9 (1.5 hours)	58 registrations
Basic Field Camera	6 (3 sessions, 9 hours)	18 certifications
Final Cut / Da Vinci	15 (3 sessions, 9 hours)	33 certifications
Studio Production	6 (4 session, 12 hours)	28 certifications

CMCM Equipment and Facility Usage

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

Equipment Available for Checkout:

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

In-House Reserved Equipment:

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

Equipment Usage

Type	# Reservations	# Hours
Field Camera Kit	152	1216
Editing Reservations	48	144
Studio Reservations	106	318
Switcher Checkouts	6	48





Programming Statistics (background)

CMCM operates Community Channel 26, Government Channel 27, and Education Channel 30 (launched in July 2010). The channels are promoted together as Marin TV. The following statistics detail programming information from July 1, 2019 to June 30th 2020. Currently the channels are available on Comcast, the AT&T U-verse system and streamed live on the internet at www.marintv.org

Scheduling Procedures

CMCM schedules the Community Channel quarterly, that is, we solicit applications and set programming times for regular series on a quarterly basis. Only Marin County residents may submit programming or request that other programming be aired. Regular series producers are sent renewal forms quarterly to renew their series and at that time may select their desired days and playback times. When scheduling, CMCM attempts to honor those requests if there are no pre-existing conflicts, but may also shift programming to days when related programming is also scheduled. CMCM is required to air every program submitted to the channel provided it does not violate programming policies, but the scheduling and frequency of the programming is determined by CMCM policies as set forth in the Member Handbook. All programs (except those containing adult content) will air twice, once in their scheduled evening time slot (if requested) and again in a scheduled afternoon time slot.

Programming Types

Programming is scheduled according to frequency. CMCM currently allows for daily, weekly, biweekly, and monthly series programs (daily programs must have new content daily). CMCM also accepts ‘specials,’ which are commonly ‘one-off’ programs of special events, short films, etc. While we accept any ‘length’ for a programming submission, those

under 60 minutes are easiest to schedule during the more desirable evening hours of 7:00 – 11:00 pm. Programming of particular local interest (local issues and events) may also be retained and used as repeated ‘fill’ programming when no other programming is regularly scheduled. CMCM attempts to schedule all programming when it is timely and special submissions usually air the same week they are submitted.

Daily program schedules for all the Marin TV channels appear on air between programs and are available for the coming week on the **web-site**. CMCM also provides data on a weekly basis to Comcast vendors to carry the program schedules on that systems’s cable program guide.

TV Schedule

Time	Program Name
11:00	Youth Defending Youth
11:45	Canal Welcome Center
12:00	Community Announcements
01:00	Sounding Board
01:30	Marin Women's Hall of Fame
02:00	Marin Voices & Views
02:30	Making a Difference in Marin
03:00	25 Years After Chernobyl
	Mosaic
	Democracy Now!

Program grids are online and on the Comcast guide

Utilization of Channel Time

CMCM schedules the Community, Government and Education Channels 24 hours a day, seven days a week. When no regular programs are scheduled, the channel has run educational programming from FSTV, UCTV, NASA TV or the Community Calendar.

There were 4558 programs/series for 8475 hours of community programming

COMMUNITY CHANNEL 26

The Community Channel (26) through June 30, 2022

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. There were 54 regular program series (weekly, biweekly or monthly) submitted or produced by local Marin residents. In addition, there were 1909 special programs scheduled on the channel. A breakdown of program categories is below. *During the pandemic CCMC members submitted programming electronically since public access to the center was unavailable. Most series continued, albeit under different production circumstances. Staff also located external series of local*

Arts		Documentary	
Total Episodes:	437	Total Episodes:	464
Total Airdates:	4304	Total Airdates:	1412
Educational		International	
Total Episodes:	385	Total Episodes:	51
Total Airdates :	878	Total Airdates:	138
News/Public Affairs		Seniors	
Total Episodes:	375	Total Episodes:	21
Total Airdates:	1452	Total Airdates:	100
Inspirational/Religious		Comedy	
Total Episodes:	135	Total Episodes:	40
Total Airdates:	355	Total Airdates:	249
Spiritual/Lifestyle		LGBT	
Total Episodes:	118	Total Episodes:	34
Total Airdates:	272	Total Airdates:	49
Health		Performing Arts	
Total Episodes:	277	Total Episodes:	69
Total Airdates:	2106	Total Airdates:	132
Children/Youth		Sports	
Total Episodes:	38	Total Episodes:	12
Total Airdates:	127	Total Airdates:	130
Entertainment		PSAs	
Total Episodes:	413	Total Episodes:	117
Total Airdates:	1466	Total Airdates:	11837
Political		Community	
Total Episodes:	155	Total Episodes:	866
Total Airdates:	468	Total Airdates:	5410
Music		Cultural	
Total Episodes:	116	Total Episodes:	27
Total Airdates:	452	Total Airdates:	140

There were 586 programs/series for 8365 hours of government programming

GOVERNMENT CHANNEL 27

The Government Channel (27) through June 30, 2022

There were 586 Programs/Series for 8365 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. Dozens of Government PSAs were scheduled for a total 2660 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	104	MCE Board Meeting	169
San Rafael Design Review Board	16	Fairfax Town Council	148
San Rafael Planning Commission	72	Fairfax Town Council - Special Meeting	7
Mill Valley City Council	139	Fairfax Planning Commission	16
Mill Valley Planning Commission	132	Fairfax Special Planning	8
Mill Valley Parks and Recreation	41	Corte Madera Town Council	71
Marin Municipal Water District Board	2	Corte Madera Planning Commission	100
Marin LAFCO Board Meeting	6	Corte Madera Bicy/Ped Committee	17
San Anselmo Town Council	168	Corte Madera Community Chat	90
San Anselmo Planning Commission	152	Corte Madera Special Community Meetings	60
Marin County Parks and Open Space	9	Sausalito City Council	68
Marin County Board of Supervisors	83	Sausalito Planning Commission	32
Marin County Planning Commission	89	Ross Valley Sanitary District Meeting	163
Marin County Transit District	136	Novato City Council	114
Transportation Authority of Marin	4	Novato Planning Commission	47
Congressman Jared Huffman	63	Larkspur City Council	183
CDC COVID-19 Promos	659	Larkspur Planning Commission	21
Fire Safe Marin	474	San Rafael Fire Dept. Wildfire Safety	30

Government meetings continued mostly as Zoom-only meetings though some councils re-started in-person meetings using our hybrid installations. We anticipate that all meetings will return to in-person/hybrid format in the new year as the state order sunsets. Zoom has created a more labor intensive effort for CMCM as meetings are carried via computer streams. We hope to have better network service for our encoders in the new year so we can return to more automated operations.

There were 1127 programs/series for 8262 hours of educational programming

EDUCATION CHANNEL 30

The Education Channel (30) Through June 30 2022

Through the 2021-2022 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, INK Talks, 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

Marin County Office of Education

Total Episodes: 53
Total Airdates: 796

CDC Covid PSA's

Total Episodes: 31
Total Airdates: 7232

UCTV

Total Episodes: 49
Total Airdates: 552

FireSafe Marin

Total Episodes: 32
Total Airdates: 1127

Ted Talks

Total Episodes: 49
Total Airdates: 459

LWV Marin Candidate Forums

Total Episodes: 5
Total Airdates: 128

Open Yale Series

Total Episodes: 26
Total Airdates: 387

National Science Foundation

Total Episodes: 9
Total Airdates: 479

NASA TV

Total Episodes: 51
Total Airdates: 293

Schumacher Center for Economics

Episodes: 19
Total Airdates: 229

ComAcad

Total Episodes: 12
Total Airdates: 413

Univeristy of London

Episodes: 16
Total Airdates: 240

Kent Middle School Short Videos

Total Episodes: 4
Total Airdates: 282

National Gallery of Art

Episodes: 16
Total Airdates: 182

NAB Covid PSA's

Total Episodes: 31
Total Airdates: 7323

MIT Open Courseware

Episodes: 2
Total Airdates: 39



Learn to Grow - Gardening
 Total Episodes: 14
 Total Airdates: 293

Marin IJ Lobby Lounge
 Episodes: 2
 Total Airdates: 27

Free Speech TV
 Total Episodes: 7
 Total Airdates: 41

GCF Learning
 Episodes: 28
 Total Airdates: 2499

UC Berekley Programs
 Total Episodes: 46
 Total Airdates: 2632

Archie Williams/Redwood Graduations
 Episodes: 2
 Total Airdates: 20

Dominican Leadership Lecture Series
 Total Episodes: 21
 Total Airdates: 156

Jennie & Davis Woodworking
 Episodes: 46
 Total Airdates: 468

Common Wealth Club
 Total Episodes: 16
 Total Airdates: 156

Smithsonian Institute - Stem In 30
 Episodes: 28
 Total Airdates: 242

InkTalks
 Total Episodes: 28
 Total Airdates: 368

Steve Butler
 Episodes: 27
 Total Airdates: 346

Knowledgeable Aging
 Total Episodes: 38
 Total Airdates: 307

UC Irvine Courses
 Episodes: 31
 Total Airdates: 378

Chaos Computer Conference
 Total Episodes: 3
 Total Airdates: 15

Move, Groove and Grow
 Episodes: 18
 Total Airdates: 346

Knight Foundation Lectures
 Total Episodes: 43
 Total Airdates: 971

My School in Motion
 Episodes: 8
 Total Airdates: 62

Cambridge University Courses
 Episodes: 21
 Total Airdates: 392

My School In Motion
 Episodes: 8
 Total Airdates: 62

Age Friendly Fairfax
 Episodes: 38
 Total Airdates: 307

Bioneers Series
 Episodes: 33
 Total Airdates: 604

Princeton University Courses
 Episodes: 1
 Total Airdates: 2

PopTech
 Episodes: 16
 Total Airdates: 312



(cont.) The Education Channel (30)

Marin Academy, ComAcad, Kent Middle School, Miller Creek Middle School, Terra Linda High School, Redwood High School, and the Marin School for the Arts. Unfortunately, due to the covid pandemic, many large scale events were still on hold or scaled back from previous years.

CMCM Education and Organizational Projects

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

CFI's My Place, My Story

CMCM collaborated with CFI Education to host the summer run of their 'My Place, My Story' youth media program. This multi-day series of youth workshops in the Winter of 2022 and a triple-booked Summer 2022 facilitated by both CMCM and CFI instructors, and took place at CMCM. The films that have been produced are being showcased throughout Marin County and the Bay Area at festivals and events. Both of the Directors of CMCM and CFI have developed a strong partnership for years to come. We had over 30 registered students during this cycle.

Marin County High School Graduation Live Streams

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 the newly named Archie Williams High School. Marin TV and XR Marin have partnered up with tenured professors and graduate students 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. Marin TV's crew produced live graduation streams for both Archie Williams High School and Redwood High School for this unique one-of-a-kind event for those who attended the live ceremony, where the graduates walked with pride, and for friends and families watching from all over online. The productions were successful and will serve as a guideline for future live graduation events.

eXpress Studio (XS)

CMCM launched it's fifth and newest core workshop called the "eXpress Studio" which takes all of the fundamentals taught in the Basic Studio Production class and integrating elements from the main studio into a one-person production operation. The eXpress Studio will serve as a conduit for people to single-handily produce a podcast program live and/or recorded. The host can have a solo show and guests in person and/or remote via Zoom from anywhere in the world. The workshop has prerequisites to be an active CMCM member and to already be studio certified (by completing the main studio workshop).

Fire Safe Marin

Marin TV has been working together with Fire Safe Marin, hosting their productions in our CMCM studios on a monthly basis. CMCM and Fire Safe Marin invite members of the government, fire departments, and local figures to be recorded and offer their personal experience and professional wisdom regarding fires and safety. The monthly studio productions at CMCM turn into monthly Marin TV broadcasts, curated by the Fire Safe Marin team, as a series called “Wildfire Watch”. The programs showcase the best practices to prevent fires and what Fire Safe Marin has in place to handle fire safety across the board.

MarinSEL Internship Education Program

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. The interns are set to meet their internship hours quote by the end of each semester before graduation. 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 interns registered for the 2022-2023 school year.

RxSafeMarin Productions

Marin TV partnered up with the RxSafeMarin organization to produce, film, and edit multiple projects, including the homeless camps and drug-rehab success stories, motivating people who are directly and/or indirectly impacted by these socioeconomic issues that are often ignored by the general public. The inspiration and success from these productions and events raised more awareness thanks to the collaborative efforts of CMCM and their community/production partners.

Performing Stars of Marin’s Marin City 80th Anniversary Events

CMCM partnered up with Performing Stars of Marin to launch the inaugural Youth Media Academy catered to the youth of the Performing Stars of Marin. The students become regular crew members to document and produce original content throughout Marin County. Marin TV worked with the Performing Stars of Marin to produce, film, and edit several local events for Marin City’s 80th Anniversary Events, including Bartolini Gallery Openings, The Spirit of Joseph James Play, and the “Blues ‘n’ Soul Party In The Park” Music Festival. The success from these events and productions has created more opportunities for Marin TV to connect with the community, more than ever.

Italian Film Festival, Día de Muertos

For the eighth 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. CMCM also works with the Al Boro Community Center to cover the annual Día de Muertos events and parade.



Marin City 80th Anniversary Exhibition



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. This year we switched to a third party solution for class registration, equipment usage and membership.

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.





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 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 online Media Mixers until the center can again host events, screenings and gallery receptions in our space.
- CMCM runs advertising 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 continued to work with numerous other organizations as much as possible on a virtual basis, including The League of Women Voters for their numerous candidate forums, CFI, MVFF, The Performing Stars of Marin, MarinSEL and more.



Youth Training

FINANCES

CMCM Finances in a Post-Pandemic Fiscal Year

CMCM stayed well under budget for the 2021-22 year, as has been the case in previous years. Expenditures were more than 100K lower than projected. Income got a boost from PPP, ERC and a CA Relief Grant but government related earned income remained low due to continued remote meetings. PEG fees stayed consistent.

The majority of our 2021/22 capital equipment costs were again related to upgrading and outfitting council chambers to accommodate hybrid meetings. A number of our existing installations dated to 2011 and were completely updated with new HD video equipment to accommodate hybrid meetings. CMCM designs, purchases and installs the necessary equipment for all these chamber installations saving city member of MGSA tens of thousands each year. We also continued to make upgrades in our master control to handle the new traffic for meeting coverage. A snapshot of government upgrades over the last 18-24 months:

Local Municipalities:

Sausalito - upgraded to HD video system with hybrid option, replaced audio system

San Anselmo - upgraded to HD video system with hybrid option

Tiburon - new HD installation with hybrid option

Larkspur - upgraded to HD video system with hybrid option

Ross - new HD installation with hybrid option

Fairfax - upgraded to HD video system with hybrid option, new projection system

San Rafael - added hybrid system

Corte Madera - new HD installation with hybrid option

County agencies

MMWD installed hybrid equipment and additional audio equipment to existing installation

MWPA - new HD installation with audio system and hybrid option (in process)

RVSD - new HD installation with audio system and hybrid option (in process)



Larkspur upgrade to HD Hybrid



Sausalito Audio Upgrade



Testing new wireless system for MWPA



FINANCES

**Community Media Center of Marin
Statement of Activities
For the Period July 1, 2021 through June 30, 2022**

INCOME

Total PEG fees	\$731,157
I-NET reimb.	\$5,453
Contrib./Grants	\$303,463
Fee for Service	\$88,691
Course Fees/Membership	\$9,210
Investment Income	(\$91,586)
Total Income	\$1,046,388

EXPENSES

Facilities Lease/Util/Exp	\$105,746
iNet Cost	\$5,453
Equipment purchase/repair/rental	\$18,552
Office/business expense	\$7,174
Advertising/Promo	\$20
Prof. Services	\$13,875
Event	\$493
Insurance	\$16,165
Salaries	\$459,362
Benefits/Payroll Tax	\$113,371
Travel & Meetings	\$785
Total Expenses	\$737,847

Net Cash Surplus (before Capital Spending) \$245,313*

2021/22 City Capital Spending \$63,228

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 2021-22

Scott Ward - Gov. & Edu. Manager - (FTE)
 Michael Eisenmenger - Executive Director (FTE)
 Bill Dunphy – Director of Programs (FTE)
 Evan Johnson - Comm. & Dev. Manager (PTE)
 Omid Shamsapour - Director of Operations (FTE)
 Justin Russell - Station Assistant / Instructor (PTE)
 Damion Brown - Government Prod. (PTE)
 Bradford Flaharty - Facilities (PTE)
 Eric Morey - Government Prod. (PTE)
 Jarod Stewart - Government Prod. (PTE)
 Jonah Nickolds - Government Prod. (PTE)
PTE staff average between 6-25 hrs per week.

CMCM shed one of our full time position during the pandemic after the departure of one staff person. Given the pandemic we chose not to fill the position until needed. Of our four full time employees, three have been entirely devoted to government related work the past two years doing hardware upgrades/installations and managing more labor intensive live feeds for Zoom meetings.

CMCM Board Members

from July 2021 - June 2022

Cynthia Abbott
 Curtis Aikens
 Bruce Bagnoli, *Chair*
 Barbara Coler
 Gregg Clarke, *Vice Chair*
 Nicole A. Cruz
 Mariposa de Los Angeles
 Nick Mitchell
 Chris Zapata
 Larry Paul
 Bill Sims, *Treasurer*
 Lawrence Strick
 Steven Tulsy
 Brad Van Alstyne
 Michael Wolpert
 Susan Pascal Beran *Sec.*
 Lorenzo Jones





CMCM Supporters (fiscal year 2021-22)

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

Shira Ridge Wealth Management
Meritas Wealth Management
Stephen Fein
Bruce Baum
Marin Sanitary Service
Good Earth
Lawrence Strick

Media Benefactor Supporter

Savoni 1 LLC Sankowich
Roger Stoll
Monahan Pacific
Ginger Souders-Mason
Social Justice Center

Media Advocate Supporter

Seniors for Peace
Stephen Tulsy
Barbara Coler
Stephanie Robison
Barbara Thornton
Lori Greenleaf

Critical Viewer Supporters

Fredda Kaplan
Katie Philpot
Barbara Bogard
Vicki Nichols
Carla & Charles Stedwell
Ariel He

Thomas McAfee
Kelli Petersen
Beverly Kamphoefner
David Stompe
Mary Ann Gallagher
Mimi Newton
Mike Wolpert
Bruce Bagnoli
Eileen Burke
Mary Ann Maggiore

Special thanks to the staff and members of the MGSA 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.*



In remembrance

Sadly, 2021-22 brought many losses to many Marin families. The CMCM family lost a dedicated board member with the passing of Bill Sims who served as the organization's treasurer since the very beginning. Bill shared his knowledge with local non-profits and was active in local Democratic politics, his generosity and experience will be missed. Marin also lost renowned film director John Korty who had kindly shared his experience and professional knowledge with others in several workshops held at CMCM.

What is CMCM and Marin TV?

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

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

Our Goal:

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



COMMUNITY MEDIA
CENTER OF MARIN
819 A Street, Suite 21
San Rafael, CA 94901
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www.marintv.org



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San Rafael, CA 94901
415.446.4428
maringsa.com

MEMORANDUM

DATE: November 10, 2022

TO: MGSA Board of Directors

FROM: Michael Frank, Executive Officer

SUBJECT: MGSA Board Appointments to the Community Media Center of Marin (CMCM) Board of Directors

Recommendation:

By motion, appoint Robert Zadnik, City Manager of Belvedere and MGSA Board Member and Barbara Coler, Councilmember of Fairfax to the CMCM Board of Directors.

Background:

The MGSA Cable Television Franchise and Public, Educational, and Government Access Program (CATV) began on July 1, 2020 when MGSA took over certain program responsibilities and obligations from the now dissolved Marin Telecommunications Agency (MTA).

CATV's primary obligations include collecting franchise fees and public, educational, and government access fees ("PEG fees") from cable providers in Marin County, distributing franchise fees to its member agencies, and overseeing its contract with the Community Media Center of Marin (CMCM, the "designated PEG access provider"), which administers the community, educational, and governmental cable channels as well as community media programs and classes.

The MGSA Board appoints two members to the CMCM Board: the first recommended by the Marin Managers' Association (MMA); and the second recommended by CMCM based on interest by Marin's elected Supervisors and Councilmembers.

Barbara Coler, Fairfax Councilmember and Sausalito City Manager Chris Zapata are the current appointed CMCM Board Members. Councilmember Coler has expressed an interest in continuing in her role. The Marin Managers' Association has appointed Belvedere City Manager Robert Zadnik to the role.



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

MEMORANDUM

DATE: November 10, 2022

TO: MGSA Board of Directors

FROM: Michael Frank, Executive Officer

SUBJECT: Tentative 2023-2026 Agreement for Animal Control Services with Marin Humane

Recommendation

Accept this written update and provide any input desired regarding the tentative 2023-2026 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 two-year agreement with MHS expires on June 30, 2023.

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, made up of the County and Marin Manager Association representatives, has been meeting since the beginning of September to negotiate a new agreement as well as discuss any needed changes to the Animal Control Ordinance, any needed fee changes, and funding of radios as a result of the Marin Emergency Radio Authority's (MERA) change of technology. The Negotiating Team also visited the MH facility to view operations, assess capital assets, and ask questions.

The Team included representatives from the County Administrator's Office [Dan Eilerman, Assistant County Administrator and Erica Hellmold, CAO's Office Administrative Services Officer], the Executive Officer of the Marin General Services Authority [Michael Frank], and the City Managers of the towns of Tiburon and Ross [Greg Chanis and Christa Johnson].

Agreement for Animal Services with Marin Humane

The Negotiating Team discussed with MH the impact of COVID-19 on their organization including increased staffing workloads. MH also discussed the difficulty recruiting staff in Marin at the salaries able to be offered by MH. The Team also reviewed the cost of services and staffing. As a result of those discussions and negotiations, the Team is recommending very similar contract language to previous years. A key consideration of these negotiations was the lack of a service contract increase in the last two years. The agreement contains the following key changes and recommendations:

- **Term** - A three-year agreement for FY 2023-24 through FY 2025-26.
- **Annual Cost Increases** – The attached contract provides increases in the following percentages: 8% for FY 2023-24; 5% for FY 2024-25; 2% for FY 2025-26. The previous contract of two years did not contain an increase.
- **No Dog License Fee Changes** – MH promotes and collects dog license fees. No changes in fees are recommended at this time.
- **Marin Emergency Radio Authority (MERA)** – A key element of this contract’s negotiations were related to the need to upgrade MH’s vehicle and handheld radios due to the Countywide changeover to a new radio band. All jurisdictions are dealing with the same changeover and significant capital cost. Many past contracts with MH have contained a reopener if MERA capital costs were required during the term of the agreement. In this contract, the jurisdictions will pay for single band radios and their installation based on a recent vendor quote. MH will pay the incremental amount to have dual-band radios, which is their desire. Due to the quote deadline and increasing radio costs, MH will finance the purchase of the radios to be repaid in the first month of the new contract. The amount to be paid by the jurisdictions is \$164,745.22.
- **Animal Control Ordinance, Chapter 8.04 of Title 8** – After discussions with the Negotiations Team and MH, 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 \$3,959,659 for FY 2023-24; \$4,157,642 for FY 2024-25; and \$4,240,795 for FY 2025-26 for the three-year term from July 1, 2023 - June 30, 2026. In addition, \$164,745.22 would be paid one time in FY 2023-24.

The Draft Agreement is attached as **Attach G1**.

Marin City and Town Managers were presented a verbal summary of the tentative contract by MGSA Board President Greg Chanis at its meeting on October 20, 2022 and no concerns were raised.

Attachments

- **Attach G1** - Draft Agreement for Animal Control Services for FY 2023/24, FY 2024/25, and FY 2025/26 between the County of Marin and Marin Humane

AGREEMENT FOR ANIMAL SERVICES

THIS AGREEMENT, made and entered into this **insert correct date here**, 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/President 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 **add new date here**.

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/President Nancy McKenney

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. Dog Licensing:

- a.) 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.
- b.) CONTRACTOR shall administer a dog licensing program including, but not limited to ordering tags, developing paperwork, sales sites, sponsor rabies clinics (including at least one "at cost" clinic annually), data processing, mailing, renewals, problem solving, and enforcement.
- c.) CONTRACTOR shall administer a dog licensing enforcement program that includes conducting at least one license amnesty effort per contract year, and other efforts that may be mutually agreed upon.
- d.) CONTRACTOR shall not release any impounded dog to its guardian unless it is licensed and microchipped 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 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 potentially dangerous and vicious dog 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 and vicious dog appeals.
- d.) CONTRACTOR shall investigate complaints, (excluding barking dogs and other animal noise complaints) including those regarding potentially dangerous animals or vicious dogs.
- e.) CONTRACTOR shall act as agents for the County Health Department for the purposes of quarantine of biting animals, as well as those animals suspected of having contact with potentially rabid animals, and the enforcement

Attachment G1

- of State statutes, State Regulations and County guidelines relating to rabies control, including State mandated rabies clinics.
- f.) CONTRACTOR shall participate in a collaborative problem-solving process with the County (on behalf of joint powers authority members) to include Marin County Public Health, and any other key stakeholders to ensure ongoing testing of animals suspected of rabies infection.
 - g.) CONTRACTOR shall conduct patrols for stray dogs in all areas of the County and Cities/Towns on an ongoing basis for the purpose of enforcing leash and control laws where in effect. Patrol time shall be a minimum average of 75 hours per month (900) hours per year.
 - h.) 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.
 - i.) CONTRACTOR shall pick up stray dogs, confined cats, and other animals, as appropriate; and impound animals, or return them home and issue citations, as appropriate.
 - j.) Whenever possible, impounded animals shall be returned to their guardians in lieu of impounding at the shelter.
 - k.) CONTRACTOR shall ensure public safety (for both people and animals) through a variety of efforts, including supportive services for long term positive outcomes.
 - l.) CONTRACTOR shall investigate livestock depredation and wildlife harassment.
 - m.) CONTRACTOR shall investigate cases of animals in distress which includes suspected animal cruelty and neglect cases.
 - n.) CONTRACTOR shall inspect and permit, subject to County ordinance provisions, all Commercial Animal Establishments and Exhibits.
 - o.) CONTRACTOR shall inspect and permit, subject to County ordinance provisions, applications for Dog Hobbyist and Ranch Dog Permits.
 - p.) CONTRACTOR shall euthanize or transport suitable sick or injured wildlife patients to a licensed wildlife rehabilitation facility.
 - q.) CONTRACTOR shall assist the public with wildlife coexistence strategies.
 - r.) CONTRACTOR shall provide joint powers authority impoundment services to include receiving unwanted animals, the impounding, housing, redemption or other rehoming efforts, care and treatment (including appropriate veterinary and behavioral care), 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.
 - s.) CONTRACTOR shall also maintain, if requested, records of any mandated services sufficient to allow COUNTY, on behalf of the joint powers authority, to make a claim for any State mandated costs.
 - t.) CONTRACTOR shall treat all animals that can "reasonably" be rehabilitated, and euthanize or transfer out all untreatable animals when and if appropriate.
 - u.) CONTRACTOR shall dispose of dead animals (excluding marine mammals and large livestock) by cremation or rendering.
 - v.) CONTRACTOR shall maintain records and conduct searches for the purposes of reuniting lost pets with their guardians. Other efforts such as posting flyers, and listing on social media will be conducted when appropriate.
 - w.) CONTRACTOR shall redeem stray animals and collect all fees. In some situations, CONTRACTOR has the discretion to waive fees when appropriate.

- x.) CONTRACTOR shall sterilize (by spaying and neutering) all cats/kittens and dogs/puppies prior to adoption.
- y.) CONTRACTOR shall provide County with annual calendar year animal activity and field service call statistics/reports and more frequently as requested.
- z.) CONTRACTOR shall respond to citizen complaints about animal services.
- aa.) CONTRACTOR shall be designated by the County Office of Emergency Services as the lead agency to provide and coordinate animal services disaster response during declared disasters for Marin County and all JPA Cities/Towns. Animal Services shall be considered an “essential service” during emergencies.
- bb.) CONTRACTOR shall provide for administrative hearings pursuant to Penal Code section 597.1.
- cc.) CONTRACTOR shall provide requested animal rescue services, including certain technical rescue services requiring specialized training.
- dd.) CONTRACTOR shall respond to calls immediately upon receipt of call, whenever possible and within eight (8) hours in general order of priority as follows:
 - i. Situations endangering human life safety
 - ii. Situations endangering domestic animal safety
 - iii. Emergency response requests from law enforcement
 - iv. Sick or injured domestic animals
 - v. Sick or injured wildlife
- ee.) CONTRACTOR shall respond to calls within eight (8) hours from receipt of call, and in general order of priority as follows:
 - i. Non-aggressive dogs running at large on school grounds.
 - ii. Trapped animals (in humane traps).
- ff.) CONTRACTOR shall respond to calls within twenty-four (24) hours:
 - i. Confined animals as deemed appropriate to pick up.
 - ii. Respond to animal bites to humans and potential rabies exposure reports.
- gg.) CONTRACTOR shall respond to calls within forty-eight (48) hours to:
 - i. Pick up dead animals, excluding marine mammals, subject to County adopted fee when applicable (private property).
 - ii. Pick up dead wildlife on public property.
 - iii. Owner surrendered animals subject to County adopted fee.
 - iv. Complaint patrols focused on specific neighborhood problem areas that have generated citizen complaints. Patrols to be conducted for at least thirty (90) days from the date of the complaint, with a minimum of three (3) patrols per month in each complaint area.
- hh.) 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:

- i. Animals/situations endangering human life or safety in conjunction with the appropriate law enforcement agency or agencies.

- ii. Sick or injured animals.
- iii. Situations threatening animal life or safety.
- iv. Requests by law enforcement agencies.
- v. Protective custody/emergency animal boarding (as a result of arrests, hospitalizations, disasters, etc.) 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 guardian, the CONTRACTOR shall collect all impound, board, license, herding, permit, veterinary 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, 2023 through June 30, 2026.

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. This contract contains a one-

time \$164,745.22 payment to CONTRACTOR for purchase and installation of single-band radios to be paid in the first month of the contract. There will be no 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:

1. For Fiscal Year 2023-24 commencing on July 1, 2023 (8% increase from fiscal year 2022-23) \$3,959,659.
2. For Fiscal Year 2024-25 commencing on July 1, 2024 (5% increase from fiscal year 2023-24) \$4,157,642.
3. For Fiscal Year 2025-26 commencing on July 1, 2025 (2% increase from fiscal year 2024-2025) \$4,240,795.

In no event will costs to the County for the services to be provided herein exceed the maximum sum of \$12,358,096, including direct non-salary expenses.

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, traling, herding, dead on arrival (DOA) pickups, quarantine, permit fees, and any potentially dangerous and vicious dog 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; 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

A1. 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 Marin Humane 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 Marin Humane'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.
 - 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 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.) CONTRACTORS 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 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, photocopying, 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.

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



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

MEMORANDUM

DATE: November 10, 2022

TO: MGSA Board of Directors

FROM: Michael S. Frank, Executive Officer

SUBJECT: Election of 2023 Board Officers; 1) President and 2) Vice-President

Recommendation

By two separate motions, elect a President and Vice President of the MGSA Board of Directors for the calendar year 2023.



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

MEMORANDUM

DATE: November 10, 2022

TO: MGSA Board of Directors

FROM: Michael Frank, Executive Officer

SUBJECT: Transmittal of the Annual Fiscal Year 2021/22 MGSA Financial Statement and Audit Report

Recommendation:

Accept the Annual Financial Statement and Audit Reports for Fiscal Year 2021/22 for MGSA prepared by R.J. Ricciardi, Inc. Certified Public Accountants.

Background:

R.J. Ricciardi, Inc. has prepared the Annual Financial Statement and Audit Report for the 2020/21 fiscal year for MGSA. The Audit is a clean one with nothing of note. MGSA Board Member Hade, who is also the Administrative Services Director of San Rafael, reviewed the draft prior to finalization.

Attachments

Attach I1 MGSA: R.J. Ricciardi, Inc. Communication, Fiscal Year 2021/22 Financial Statements, and Auditor's Report

**MARIN GENERAL SERVICES
AUTHORITY**

BOARD OF DIRECTORS & MANAGEMENT REPORT

**For the Year Ended
JUNE 30, 2022**

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Board of Directors
Marin General Services Authority
San Rafael, California

In planning and performing our audit of the basic financial statements of Marin General Services Authority for the fiscal year ended June 30, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered its internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the basic financial statements but not for the purpose of expressing an opinion on the effectiveness of its internal control. Accordingly, we do not express an opinion on the effectiveness of Marin General Services Authority's internal control.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affect the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses, as defined above. We did not identify any deficiencies in internal control that we consider to be material weaknesses, as defined above.

During our audit, we noted certain matters involving internal controls and other operational matters that are presented for your consideration in this report. We will review the status of these comments during our next engagement. Our comments and recommendations, all of which have been discussed with appropriate members of management, are not intended to be all-inclusive, but rather represent those matters that we considered worthy of your consideration. Our comments and recommendations are submitted as constructive suggestions to assist you in strengthening controls and procedures; they are not intended to reflect on the honesty or integrity of any employee. We will be pleased to discuss these comments in further detail at your convenience, to perform any additional study of these matters, or to assist Marin General Services Authority in implementing the recommendations.

This report is intended solely for the information and use of management, the Board of Directors, and officials of the federal and state grantor agencies and should not be used by anyone other than these specified parties.

We thank Marin General Services Authority's staff for its cooperation during our audit.

R. J. Ricciardi, Inc.

R.J. Ricciardi, Inc.
Certified Public Accountants

San Rafael, California
October 14, 2022

Board of Directors
Marin General Services Authority
San Rafael, California

We have audited the basic financial statements of Marin General Services Authority for the year ended June 30, 2022. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated August 4, 2022, our responsibility, as described by professional standards, is to plan and perform our audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement and are fairly presented in accordance with U.S. generally accepted accounting principles. Because an audit is designed to provide reasonable, but not absolute assurance and because we did not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us.

As part of our audit, we considered the internal control of Marin General Services Authority. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we advised management about the appropriateness of accounting policies and their application. The significant accounting policies used by Marin General Services Authority are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by Marin General Services Authority during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. We evaluated the key factors and assumptions used to develop the accounting estimates in determining that they are reasonable in relation to the financial statements taken as a whole. The most sensitive estimate(s) affecting the financial statements were:

- Capital asset lives and depreciation expense;
- Fair value of investments and financial instruments;
- Accrual and disclosure of leases.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. For purposes of this letter, professional standards define an audit adjustment as a proposed correction of the financial statements that, in our judgment, may not have been detected except through our auditing procedures. An audit adjustment may or may not indicate matters that could have a significant effect on Marin General Services Authority's financial reporting process (that is, cause future financial statements to be materially misstated). There were two material audit adjustments that came to our attention.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October 14, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Marin General Services Authority's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Marin General Services Authority's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Management's Discussion and Analysis and the Budgetary Comparison Schedule for the General Fund, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

This report is intended solely for the information and use of management and the Board of Directors of Marin General Services Authority and others within the organization, and is not intended to be, and should not be, used by anyone other than these specified parties.

Marin General Services Authority
BOARD OF DIRECTORS & MANAGEMENT REPORT
For the Year Ended June 30, 2022

Current Year Observations

There were no current year observations that came to our attention.

Prior Year Observations

Risk Management Policies

Observation:

During the course of our audit, it was noted that Marin General Services Authority is not insured against the risks of employee dishonesty/crime.

Recommendation:

We recommended Marin General Services Authority review the adequacy of insurance coverage related to crime.

Status:

Following research and analysis, management and the Board of Directors decided not to purchase employee dishonesty/crime insurance coverage.

**MARIN GENERAL SERVICES
AUTHORITY**

SAN RAFAEL, CALIFORNIA

BASIC FINANCIAL STATEMENTS

JUNE 30, 2022

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Marin General Services Authority
San Rafael, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Marin General Services Authority as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise Marin General Services Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Marin General Services Authority, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Marin General Services Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Marin General Services Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Marin General Services Authority’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Marin General Services Authority’s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis (pages 3-6) and budgetary comparison information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Marin General Services Authority’s basic financial statements. The schedule of member contributions is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The schedule of member contributions is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The schedule has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not present an opinion or provide any assurance on it.

R. J. Ricciardi, Inc.

R. J. Ricciardi, Inc.
Certified Public Accountants

Marin General Services Authority
MANAGEMENT’S DISCUSSION AND ANALYSIS
 June 30, 2022

The Management’s Discussion and Analysis provides an overview of the Marin General Services Authority (MGSA) financial activities for the fiscal year ended June 30, 2022. Please read it along with MGSA’s financial statements, which begin on page 7.

FINANCIAL HIGHLIGHTS

MGSA’s net position is \$680,171, an increase of \$108,809 from the prior year.

Using This Annual Report

This annual report consists of financial statements for MGSA as a whole. The statement of net position and the statement of activities provide information about the activities of MGSA as a whole and present a long-term view of MGSA’s finances. The fund financial statements present a short-term view of MGSA’s activities (they include only current assets expected to be collected in the very near future and liabilities expected to be paid in the very near future).

MGSA AS A WHOLE

The Statement of Activities and the Statement of Net Position

One important question asked about MGSA’s finances is, “Is MGSA better or worse off as a result of the year’s activities?” The information in the government-wide financial statements helps answer this question. These statements include *all* assets and liabilities using the *accrual basis of accounting*, which is similar to the basis of accounting used by most private-sector companies.

The change in *net position* (the difference between total assets and total liabilities) over time is one indicator of whether MGSA’s financial health is improving or deteriorating. However, one must consider other nonfinancial factors in making an assessment of MGSA’s health, such as changes in the economy and changes in MGSA’s activities, etc. to assess the *overall* health of MGSA.

Changes in MGSA’s net position was as follows:

Table 1
Governmental Net Position

	June 30, 2022	June 30, 2021
Current assets	\$ 1,782,295	\$ 1,696,851
Total assets	1,782,295	1,696,851
Current liabilities	1,102,124	1,125,489
Total liabilities	1,102,124	1,125,489
Net position:		
Net investment in capital assets	-	-
Restricted	8,977	8,985
Unrestricted	671,194	562,377
Total net position	\$ 680,171	\$ 571,362

Current assets increased and current liabilities decreased primarily due to revenues generated by the taxicab program following a more than one year fee waiver due to the Coronavirus pandemic. The decrease in current liabilities in FY 21/22 is due to a decrease in accounts payable, partially offset by an increase in franchise fees payable.

Marin General Services Authority
MANAGEMENT'S DISCUSSION AND ANALYSIS
 June 30, 2022

Changes in MGSA's net position were as follows:

	June 30, 2022	June 30, 2021
Expenses:		
Services and supplies	\$ 4,596,815	\$ 4,507,605
Total expenses	4,596,815	4,507,605
Revenues:		
Program revenues:		
Operating grants and contributions	70,575	57,825
Charges for services	4,634,432	4,535,324
Total program revenues	4,705,007	4,593,149
General revenues:		
Interest income	617	5,410
Total general revenues	617	5,410
Total revenue	4,705,624	4,598,559
Change in net position	\$ 108,809	\$ 90,954

Fund Financial Statements

The fund financial statements provide detailed information about MGSA's funds - the general fund and special revenue funds.

The fund financial statements provide a short-term view of MGSA's operations. They are reported using an accounting basis called *modified accrual*, which measures amounts using only cash and other short-term assets and liabilities (receivables and payables) that will soon be converted to cash or will soon be paid with cash.

Capital Asset and Debt Administration

MGSA's capital assets include streetlight poles, which are not assigned a value in these financial statements. (See Note 1 in the financial statements for further explanation.) Additionally, the Marin Map Fund's capital assets include the digital orthophotography database and computer equipment. The entity carries no debt since its operations are financed entirely from member contributions, permits, grants, and investment earnings.

DISCUSSION OF MGSA PROGRAMS

A discussion, the status, and the future expectations of the various activities and programs of MGSA are described below:

Taxi Regulation Program - During the fiscal year 2020-21, the taxi industry collapsed due to COVID-19 and restrictions imposed by the County Health Department as well as riders' fears. MGSA took a number of actions to support the industry and keep the safety aspects of the program in place. The Board eliminated all permit fees for one year except for the cost of a drug test by drivers. Fees were reinstated the following year and the industry and taxi permit fees are anticipated to slowly recover over the next couple of years.

Marin Climate and Energy Partnership (MCEP) - MCEP will continue under the direction of its Steering Committee with the assistance of MGSA. During FY 2022/23, MCEP will be providing technical services related to climate inventory tracking and reporting and development of Climate Action Plan updates. Specifically, MCEP will develop community greenhouse gas inventories for all Marin jurisdictions for the inventory year 2020. Also, during FY 2022/23, MCEP will continue to develop and finalize a Countywide Electric Vehicle Acceleration Strategy that furthers members' climate action plan goals for EV adoption, conducts public outreach, and identifies the roles and responsibilities of local jurisdictions in supporting EV adoption in Marin County. MCEP is also working with the non-profit Resilient Neighborhoods on community outreach and education.

Marin General Services Authority
MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2022

Animal Care and Control - A two-year Memorandum of Understanding with Marin Humane (MH) was negotiated and approved by the County Board of Supervisors on December 8, 2020 and ends on June 30, 2023. MGSA is compensated approximately \$20,000 annually for managing the Marin Humane contract for the County. In addition to assisting in negotiating the contract with MH, MGSA also invoices jurisdictions and is the interface with MH. The contract increases over the prior year are 0% for the two years of the contract. MGSA is currently facilitating contract negotiations.

Streetlight Program - MGSA continues to manage the streetlight vendor contract with DC Electric Group. A three-year contract was approved in May of 2020. The agreement has an option to extend up to two additional two-year terms for a total possible life of seven years ending June 30, 2027. The Program contractor maintains and replaces, where needed, the approximately 16,000 streetlights in the County. Over the last five years MGSA was approached by various telecommunications providers and ultimately negotiated agreements to create an application and fee process to allow the placements of telecommunications equipment on streetlights under certain conditions and with local jurisdiction permitting. There are currently five providers that have negotiated master license agreements with MGSA. There are currently no wireless device applications that have been submitted to MGSA.

MarinMap - The MGSA will continue its oversight of the MarinMap county-wide Geographic Information System (GIS). MarinMap is a Joint Exercise of Powers Agreement (JEPA) consisting of members from all cities and towns in Marin, the County of Marin, the Marin Local Agency Formation Commission, Ross Valley Sanitary District, Marin Municipal Water District, the Sewer Agency of Southern Marin (SASM, representing six public agencies), the Transportation Authority of Marin (TAM), and the Fire Chiefs Association (representing nine public agencies). Technical services are provided through contracts with Marin County IST Department. MarinMap receives policy direction from a Steering Committee, comprised of representatives of all member agencies and an Executive Sub-Committee responsible for monitoring day-to-day activities. MarinMap is currently conducting a strategic planning effort to help determine its future.

Abandoned Vehicle Program – During the 2020-21 fiscal year, MGSA completed the process regulated by State law of extending the program another ten years. MGSA will continue the administrative task of collecting data from and obtaining reimbursement for the County/towns/cities' efforts to abate motor vehicles abandoned within Marin County. The State program collects a \$1.00 fee with annual registration of every motor vehicle. These funds are provided to MGSA and, in turn, apportioned to the County/towns/cities to reimburse local police agencies for their towing and enforcement efforts.

Marin Telecommunications Franchise and PEG Fee Oversight and Management - MGSA collects both the franchise fees and PEG fees from cable television operators on behalf of member agencies and makes distributions to member agencies and provides financial resources from the PEG fee to the Community Media Center of Marin in support of local public, education, and government television programming. MGSA holds and manages the contract with the Community Media Center of Marin.

REQUESTS FOR INFORMATION

This financial report is designed to provide our residents, taxpayers and creditors with a general overview of the Authority's finances and to demonstrate MGSA's accountability for the funds under its stewardship.

Marin General Services Authority
MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2022

The basic financial statements are intended to provide citizens, taxpayers, and creditors with a general overview of Marin General Services Authority's finances. Questions about this report should be directed to Marin General Services Authority, 900 Fifth Avenue, Suite 100, San Rafael, CA 94901.

Respectively submitted,

A handwritten signature in blue ink, appearing to read "Michael Frank".

Michael Frank, Executive Officer

Marin General Services Authority
STATEMENT OF NET POSITION
 June 30, 2022

	<u>Governmental Activities</u>
<u>ASSETS</u>	
Current assets:	
Cash in County treasury	\$ 685,892
Receivables	1,074,720
Prepaid items	<u>21,490</u>
Total current assets	<u>1,782,102</u>
Noncurrent assets:	
Capital assets	263,793
Less: accumulated depreciation	<u>(263,793)</u>
Net	<u>-</u>
Total assets	<u>1,782,102</u>
 <u>LIABILITIES AND NET POSITION</u>	
Liabilities:	
Accounts payable and accrued liabilities	91,793
Franchise fees payable to agency members	<u>1,010,138</u>
Total liabilities	<u>1,101,931</u>
Net position:	
Restricted	8,977
Unrestricted	<u>671,194</u>
Total net position	<u>\$ 680,171</u>

The accompanying notes are an integral part of these financial statements.

Marin General Services Authority
STATEMENT OF ACTIVITIES
 For the Year Ended June 30, 2022

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Capital Grants and Contributions</u>	<u>Net (Expense) Revenues and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>		
Governmental activities:					
Services and supplies	\$ 4,596,622	\$ 4,634,239	\$ 70,575	\$ -	\$ 108,192
Total governmental activities	\$ 4,596,622	\$ 4,634,239	\$ 70,575	\$ -	108,192
General revenues:					
Interest income					617
Total general revenues					617
Change in net position					108,809
Net position, beginning of period					571,362
Net position, end of period					\$ 680,171

The accompanying notes are an integral part of these financial statements.

Marin General Services Authority
GOVERNMENTAL FUNDS BALANCE SHEET
 June 30, 2022

	<u>General</u>	<u>Special Revenue Abandoned Vehicle Fund</u>	<u>Special Revenue Marin Map Fund</u>	<u>Special Revenue Fund - CATV</u>	<u>Special Revenue Fund - PEG</u>	<u>Total Governmental Funds</u>
<u>ASSETS</u>						
Cash in County Treasury	\$ 288,337	\$ 7,811	\$ 179,706	\$ 208,872	\$ 1,166	\$ 685,892
Receivables:						
State of California	-	58,807	-	-	-	58,807
Franchise and PEG fees receivable	-	-	-	840,459	169,679	1,010,138
Other	5,775	-	-	-	-	5,775
Prepaid items	17,663	-	-	3,827	-	21,490
Total assets	<u>\$ 311,775</u>	<u>\$ 66,618</u>	<u>\$ 179,706</u>	<u>\$ 1,053,158</u>	<u>\$ 170,845</u>	<u>\$ 1,782,102</u>
<u>LIABILITIES AND FUND BALANCE</u>						
Liabilities:						
Accounts payable and accrued expenses	\$ 10,712	\$ 58,807	\$ 15,660	\$ 6,614	\$ -	\$ 91,793
Franchise fees payable to agency members	-	-	-	840,459	169,679	1,010,138
Total liabilities	<u>10,712</u>	<u>58,807</u>	<u>15,660</u>	<u>847,073</u>	<u>169,679</u>	<u>1,101,931</u>
<u>FUND BALANCES</u>						
Nonspendable	17,663	-	-	3,827	-	21,490
Restricted:						
Abandoned vehicle abatement	-	7,811	-	-	-	7,811
PEG project	-	-	-	-	1,166	1,166
Assigned:						
Marin Map	-	-	164,046	-	-	164,046
Marin Climate Energy Partnership	25,682	-	-	-	-	25,682
Unassigned	257,718	-	-	202,258	-	459,976
Total fund balances	<u>301,063</u>	<u>7,811</u>	<u>164,046</u>	<u>206,085</u>	<u>1,166</u>	<u>680,171</u>
Total liabilities and fund balances	<u>\$ 311,775</u>	<u>\$ 66,618</u>	<u>\$ 179,706</u>	<u>\$ 1,053,158</u>	<u>\$ 170,845</u>	<u>\$ 1,782,102</u>

The accompanying notes are an integral part of these financial statements.

Marin General Services Authority
 Reconciliation of the
GOVERNMENTAL FUNDS - BALANCE SHEET
 with the Governmental Activities
STATEMENT OF NET POSITION
 For the Year Ended June 30, 2022

TOTAL FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$ 680,171
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Amounts reported for Governmental Activities in the Statement of Net Position are different from those reported in the Governmental Funds above because of the following:

No adjustments.	<table border="0"> <tr> <td style="text-align: right;">-</td> </tr> <tr> <td style="border-top: 1px solid black; width: 50px;"></td> </tr> </table>	-	
-			

NET POSITION OF GOVERNMENTAL ACTIVITIES	<table border="0"> <tr> <td style="text-align: right;">\$ 680,171</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 3px double black; width: 50px;"></td> </tr> </table>	\$ 680,171	
\$ 680,171			

The accompanying notes are an integral part of these financial statements.

Marin General Services Authority
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE

For the Year Ended June 30, 2022

	General Fund	Special Revenue Abandoned Vehicle Fund	Special Revenue Marin Map Fund	Special Revenue Fund - CATV	Special Revenue Fund - PEG	Total Governmental Fund
Revenues						
Participating local agencies	\$ 297,498	\$ -	\$ -	\$ -	\$ -	\$ 297,498
Motor vehicle registration fees	-	236,073	-	-	-	236,073
Management/overhead fees	48,909	-	-	-	-	48,909
Grants & contracts	33,075	-	-	-	-	33,075
Taxi permits	72,351	-	-	-	-	72,351
Franchise and PEG fees	-	-	-	3,333,420	674,834	4,008,254
Service fees - Larkspur	-	-	-	8,654	-	8,654
Interest income	221	8	132	238	18	617
Telecommunication fees	-	-	-	-	-	-
Total revenues	<u>452,054</u>	<u>236,081</u>	<u>132</u>	<u>3,342,312</u>	<u>674,852</u>	<u>4,705,431</u>
Expenditures						
Services, supplies and grants						
Contract services	254,883	236,107	84,067	-	674,834	1,249,891
Legal	16,280	-	-	-	-	16,280
Audit and accounting	6,500	-	-	6,500	-	13,000
Insurance	10,050	-	-	3,277	-	13,327
Rent	1,409	-	-	1,409	-	2,818
Professional services	-	-	-	71,299	-	71,299
Memberships, conference, webinars	-	-	-	2,330	-	2,330
Office expenses and supplies	3,146	-	-	7,807	-	10,953
Franchise fee distributions	-	-	-	3,216,724	-	3,216,724
Total expenditures	<u>292,268</u>	<u>236,107</u>	<u>84,067</u>	<u>3,309,346</u>	<u>674,834</u>	<u>4,596,622</u>
Excess (deficiency) of revenue						
over expenditures	159,786	(26)	(83,935)	32,966	18	108,809
Fund balance, beginning of period	<u>141,277</u>	<u>7,837</u>	<u>247,981</u>	<u>173,119</u>	<u>1,148</u>	<u>571,362</u>
Fund balance, end of period	<u>\$ 301,063</u>	<u>\$ 7,811</u>	<u>\$ 164,046</u>	<u>\$ 206,085</u>	<u>\$ 1,166</u>	<u>\$ 680,171</u>

The accompanying notes are an integral part of these financial statements.

Marin General Services Authority
 Reconciliation of the
NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS
 with the
STATEMENT OF ACTIVITIES
 For the Fiscal Year Ended June 30, 2022

The schedule below reconciles the Net Changes in Fund Balances reported on the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance, which measures only changes in current assets and current liabilities on the modified accrual basis, with the Change in Net Position of Governmental Activities reported in the Statement of Activities, which is prepared on the full accrual basis.

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$ 108,809
No adjustments.	<div style="border-top: 1px solid black; width: 100px; margin: 0 auto;">-</div>
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	<div style="border-top: 1px solid black; width: 100px; margin: 0 auto;">\$ 108,809</div>

The accompanying notes are an integral part of these financial statements.

Marin General Services Authority
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Marin General Services Authority (MGSA) was formed on October 1, 2005, under a joint powers' agreement between the County of Marin, eleven municipalities within Marin County and two community service districts. The governing Board of MGSA consists of seven directors representing member agencies: Marin County Administrator, City Managers of San Rafael and Novato, two City or Town Managers appointed by the Marin Managers Association, and two Public Works Directors appointed by the Marin Public Works Association.

The purpose of MGSA is to provide the administration, on behalf of its members, a variety of programs and services where the policy issues are generally established, in arenas that are more cost effective to provide collectively or are significantly enhanced through partnering for the benefit of the greater Marin community.

Programs include maintaining streetlights throughout the County; Administering the Abandoned Vehicle Abatement Program, whereby vehicle registration fees collected by the California Department of Motor Vehicles are paid to MGSA, which, in turn, pays member agencies for towing abandoned vehicles from their respective jurisdictions; Overseeing the Marin Map program which provides a countywide Geographic Information System (GIS) for the public and its members; administering the Marin County Taxi Regulation Program; and collecting payments from participants on behalf of the District Attorney's Office Mediation Program and the Animal Care and Control Program (which it also manages).

As of July 1, 2020 MGSA assumed the programmatic responsibilities of the dissolved Marin Telecommunications Agency (MTA) which include collecting and distributing cable franchise fees as well as collecting and distributing PEG or Public, Education, and Government public access TV stations.

Introduction

Marin General Services Authority's financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations).

Government-wide Financial Statements

MGSA's basic financial statements include both government-wide (reporting MGSA as a whole) and fund financial statements (reporting MGSA's major funds).

In the government-wide Statement of Net Position, MGSA's activities are reported on a full accrual, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. MGSA's net position is reported in three parts: (1) investment in capital assets, (2) restricted net position, and (3) unrestricted net position.

The government-wide Statement of Activities reports both the gross and net cost of MGSA's functions. The Statement of Activities reduces gross expenses by related program revenues. The net expenses (by function) are normally covered by general revenue (investment earnings).

Marin General Services Authority
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The government-wide focus is more on the sustainability of MGSA as an entity and the change in MGSA's net position resulting from the current year's activities.

The financial transactions of MGSA are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, reserves, fund equity, revenues and expenditures.

MGSA uses the following fund type:

Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The underlying accounting system of MGSA is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. These statements display information about major funds individually and non-major funds in the aggregate for governmental funds. The following is a description of the governmental funds of MGSA:

General Fund is the general operating fund of MGSA. It is used to account for all financial resources except those required to be accounted for in another fund. In addition, Marin Climate and Energy Partnership activities are captured here.

Special Revenue Funds are used to account for the proceeds of revenue sources that are restricted or committed to expenditures for specified purposes. Following is a description of the funds included under this category:

- The *Abandoned Vehicle Fund* is used to account for a \$1 per vehicle fee collected by the California Department of Motor Vehicles with vehicle registrations and distributed to member agencies to help fund the cost of towing or otherwise removing abandoned vehicles from public streets.
- The *Marin Map Fund* is used to purchase services to develop digital aerial maps and to develop and maintain systems to share geographic information among governmental agencies in Marin County.
- The *MTA/CATV Fund* is used to collect cable franchise payments from telecommunications providers, which are then distributed to member jurisdictions.
- The *PEG Fund* is used to account for fees paid from cable television franchisees that are restricted for the development and operation of public, educational and governmental (PEG) access channels and the media center.

Basis of Accounting

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurement made regardless of the measurement focus applied.

Marin General Services Authority
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accrual - The governmental activities in the governmental-wide financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

Modified Accrual – The governmental funds are presented using the *current financial resources measurement focus*. This means that only current assets and current liabilities are generally included on their balance sheets. The reported fund balance (net current assets) is considered to be a measure of “available spendable resources.” Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

The government fund financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. “Available” means collectible within the current period or within 60 days after year-end. Expenditures are generally recognized when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term debt, if any, is recognized when due. Amounts expended to acquire capital assets are recorded as *expenditures* in the year that resources were expended, rather than as fund assets.

When both restricted and unrestricted resources are combined in a fund, expenses are considered to be paid first from restricted resources, and then from unrestricted resources.

Financial Statement Amounts

Capital Assets

It is MGSA’s policy to record purchases of items of furniture and equipment costing \$1,000 or less as miscellaneous expense. Items in excess of \$1,000 are classified as capital outlay. MGSA’s capital assets are classified as computers, peripherals and software and are depreciated on the straight-line basis over five year estimated useful lives beginning when placed in service.

MGSA is the successor to the Marin Streetlight Acquisition Joint Powers Authority (MSLJPA) which owned street poles throughout Marin County. Those street poles are considered infrastructure assets acquired prior to June 30, 2003 and are not recorded in these financial statements as allowed for “Phase 3” governments as defined by Governmental Accounting Standards Board Statement No. 34.

Fund Balance

In the fund financial statements, fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which MGSA is bound to honor constraints on the specific purpose for which amounts in the funds can be spent. Governmental accounting principles provide that fund balance is reported in five components - nonspendable, restricted, committed, assigned and unassigned. The Executive Officer is authorized as the designee to assign amounts to a specific purpose. MGSA’s policy is that committed and assigned fund balances are considered to have been spent first before unassigned fund balances are spent. Following is a description of the components applicable to MGSA:

Nonspendable - This component includes amounts that cannot be spent because they are (a) not in a spendable form or (b) are legally or contractually required to be maintained intact.

Marin General Services Authority
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Restricted - This component consists of amounts that have constraints placed on them either externally by third-parties (creditors, grantors, contributors, or laws or regulations of other governments) or by law through constitutional provisions or enabling legislation.

Assigned - This component consists of amounts that are constrained by MGSA's intent to be used for specific purposes, but are neither restricted nor committed. The authority for assigning fund balance is expressed by the Board of Directors, Executive Officer or their designee as established in MGSA's fund balance policy.

Unassigned - This classification represents amounts that have not been restricted, committed or assigned to specific purposes within the General Fund.

Net Position

GASB Statement 34 added the concept of Net Position, which is measured on the full accrual basis, to the concept of Fund Balance, which is measured on the modified accrual basis.

Net Position is the excess of all MGSA's assets over its liabilities, regardless of fund. Net Position is divided into three captions under GASB Statement 34. These captions apply only to Net Position, which is determined only at the Government-wide level, and are described below:

Invested in Capital, net of related debt describes the portion of Net Position that is represented by the current book value of MGSA's capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted describes the portion of Net Position that is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions that the MGSA cannot unilaterally alter. These principally include developer fees received for use on capital projects, debt service requirements, and amounts restricted by federal and state grant contracts.

Unrestricted describes the portion of Net Position that is not restricted as to use.

Budget

Both the original budget and the final budget (if changes were adopted) are included as supplemental information to these financial statements as approved by the Board of Directors. The budgetary basis is the modified accrual basis of accounting.

NOTE 2 - CASH

MGSA maintains all of its cash in the County of Marin pooled investment fund for the purpose of increasing interest earnings through pooled investment activities. Interest earned on the investment pool is allocated quarterly to the participating funds using the daily cash balance of each fund. This pool, which is available for use by all funds, is displayed in the financial statements as "Cash in County Treasury."

The County Pool includes both voluntary and involuntary participation from external entities. MGSA is a voluntary participant. The State of California statutes require certain special districts and other governmental entities to maintain their cash surplus with the County Treasurer.

Marin General Services Authority
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2022

NOTE 2 - CASH (continued)

The County's investment pool is not registered with the Securities and Exchange Commission as an Investment company. Investments made by the Treasurer are regulated by the California Government Code and by the County's investment policy. The objectives of the policy are in order of priority: safety, liquidity, yield, and public trust.

The County has established a treasury oversight committee to monitor and review the management of public funds maintained in the investment pool in accordance with Article 6 Section 27131 of the California Government Code. The oversight committee and the Board of Supervisors review and approve the investment policy annually. The County Treasurer prepares and submits a comprehensive investment report to the members of the oversight committee and the investment pool participants every month. The report covers the types of investments in the pool, maturity dates, par value, actual costs and fair value.

Fair Value Measurement

MGSA categorizes its fair value measurements within the fair value hierarchy established by general accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. As of June 30, 2022, MGSA held no individual investments. All funds are invested in the Marin County Investment Pool.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. MGSA's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability. Deposits and withdrawals from the County Pool are made on the basis of \$1 which is substantially equal to fair value. MGSA's proportionate share of investments in the County Pool at June 30, 2022, of \$606,168 are not required to be categorized under the fair value hierarchy.

Interest Rate Risk

In accordance with its investment policy, the County manages its exposure to declines in fair values by limiting the weighted average maturity of its investment pool to 540 days, or 1.5 years. At June 30, 2022, the County's investment pool had a weighted average maturity of 220 days.

For purposes of computing weighted average maturity, the maturity date of variable rate notes is the length of time until the next reset date rather than the stated maturity date.

Credit Risk

State law and the County's Investment Policy limits investments in commercial paper, corporate bonds, and medium-term notes to the rating of "A" or higher as provided by Moody's Investors Service or Standard & Poor's Corporation. The County's Investment Policy limits investments purchased by Financial Institution Investment Accounts, a type of mutual fund, to United States Treasury and Agency obligations with a credit quality rating of "AAA."

Concentration of Credit Risk

The following is a summary of the concentration of credit risk by investment type as a percentage of each pool's fair value at June 30, 2022.

Marin General Services Authority
NOTES TO BASIC FINANCIAL STATEMENTS
 June 30, 2022

NOTE 2 - CASH (concluded)

Investments in Investment Pool	Percent of Portfolio
Federal agency - discount	80%
Federal agency - coupon	17%
Money market funds	<u>3%</u>
Total	100%

Custodial Credit Risk

For investments and deposits held with safekeeping agents, custodial credit risk is the risk that, in the event of the failure of the counterparty, the County will not be able to recover the value of its investments or deposits that are in the possession of an outside party. At year end, the County’s investment pool had no securities exposed to custodial credit risk.

Local Agency Investment Fund

The Marin County Treasurer’s Pool maintains an investment in the State of California Local Agency Investment Fund (LAIF), managed by the State Treasurer. This fund is not registered with the Securities and Exchange Commission as an investment company, but is required to invest according to California State Code. Participants in the pool include voluntary and involuntary participants, such as special districts and school districts for which there are legal provisions regarding their investments. The Local Investment Advisor Board (Board) has oversight responsibility for LAIF. The Board consists of five members as designated by State statute.

NOTE 3 - CAPITAL ASSETS

Changes in capital assets for MGSA were as follows:

	Balance 6/30/21	Additions	Deletions	Balance 6/30/22
Digital orthophotography database	\$ 253,575	\$ -	\$ -	\$ 253,575
Computer equipment	<u>10,218</u>	<u>-</u>	<u>-</u>	<u>10,218</u>
Subtotal	<u>263,793</u>	<u>\$ -</u>	<u>\$ -</u>	<u>263,793</u>
Less accumulated depreciation	<u>(263,793)</u>			<u>(263,793)</u>
Total fixed assets	<u>\$ -</u>			<u>\$ -</u>

Capital Assets Held by CMCM

MGSA has an agreement with the Community Media Center of Marin (CMCM) for the operation of a media center. Accordingly, certain funds provided to CMCM have been used to purchase equipment and other capital assets. The equipment and other capital assets are included in CMCM’s financial statements. In the event the agreement with CMCM is terminated or not renewed, the equipment and capital assets will be transferred to MGSA.

CMCM provided the following unaudited information as of June 30, 2022:

Furniture & equipment	\$ 762,177
Facilities	<u>2,126,359</u>
Total capital assets	<u>2,888,536</u>
Accumulated depreciation	<u>(2,539,731)</u>
Total capital assets, net	<u>\$ 348,805</u>

Marin General Services Authority
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2022

NOTE 4 - RISK MANAGEMENT

MGSA is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; and errors and omissions. During the year, MGSA purchased liability and cyber crime insurance with limits of \$5,000,000 and a deductible of \$1,000.

NOTE 5 - TRANSACTIONS WITH RELATED PARTIES

In addition to financial transactions associated with its JPA agreement with members, the Marin General Services Authority engaged in financial transactions with one of its members, the County of Marin. The County compensated MGSA \$19,375 for sustainability activities under the Marin Climate and Energy Partnership. The County also compensated MGSA \$22,909 for the management of the County's Animal Services and Control agreement with Marin Humane.

NOTE 6 - MARIN CLIMATE AND ENERGY PARTNERSHIP

The Marin Climate and Energy Partnership (MCEP) is comprised of the incorporated towns and cities in the County, the County of Marin, Marin Municipal Waste District, the Transportation Authority of Marin, and MCE Marin Clean Energy. MCEP's mission is to discuss, study, report on and implement overarching policies and programs, ranging from emission reduction strategies to adaptation, contained in each agency's Climate Action Plan. MGSA serves as the fiscal agent for MCEP. In the fiscal year 2021-22, MGSA received funding for this program from voluntary member contributions, a professional services agreement with the County of Marin, and from the Transportation Authority of Marin. MGSA recognizes revenue from contributions on a scheduled annual basis. For the professional services agreement with the County of Marin, MGSA recognizes revenue as it incurs eligible expenses allowed for under these agreements.

NOTE 7 - FRANCHISE AND PEG FEES

MGSA receives revenue from multiple franchisees and distinguishes these revenues as franchise fees and Public, Educational, and Governmental Access (PEG) fees. These fees are based on a percentage of the franchisees' sales.

The franchisee remits the franchise fees to MGSA, who then distributes the fees to member agencies shortly after received. MGSA retains a portion of the franchise fee revenue for administrative purposes. The largest franchisee is responsible for approximately 94% of all such fees collected in June 30, 2022.

NOTE 8 - CONTINGENCIES

Covid-19 Pandemic - In December 2019, a novel strain coronavirus disease ("COVID-19") was first reported. Less than four months later, the World Health Organization declared COVID-19 a pandemic. The extent of the ongoing response to and impacts of COVID-19 appear to have stabilized for MGSA's programs. The largest impact from the Pandemic on MGSA was in the Taxi Regulation Program where the industry collapsed. There continues to be uncertainty about future strains and the lasting efficacy of vaccinations which may impact the agency.

REQUIRED SUPPLEMENTAL INFORMATION

Marin General Services Authority
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE

Budget and Actual
 For the Year Ended June 30, 2022
 (Unaudited)

	General Fund (Excluding MCEP)			Variance with Final Budget
	Original Budget	Final Budget	Actual	
Revenues:				
Intergovernmental:				
Participating local agencies	\$ 260,000	\$ 260,000	\$ 259,998	\$ (2)
Management/overhead fees	48,909	48,909	48,909	-
Taxi permits	30,000	30,000	72,351	42,351
Interest income	3,000	3,000	221	(2,779)
Total revenues	<u>341,909</u>	<u>341,909</u>	<u>381,479</u>	<u>39,570</u>
Expenditures:				
Services and supplies	<u>348,284</u>	<u>348,284</u>	<u>222,419</u>	<u>125,865</u>
Total expenditures	<u>348,284</u>	<u>348,284</u>	<u>222,419</u>	<u>125,865</u>
Excess of revenue over (under) expenditures	<u>\$ (6,375)</u>	<u>\$ (6,375)</u>	159,060	<u>\$ 165,435</u>
Fund balance, beginning of period			<u>109,321</u>	
Fund balance, end of period			<u>\$ 268,381</u>	

Marin General Services Authority
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE

General Fund
 Budget and Actual
 For the Year Ended June 30, 2022
 (Unaudited)

	Marin Climate and Energy Partnership			
	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental:				
Member contribution	\$ 37,500	\$ 37,500	\$ 37,500	\$ -
Grant - TAM	45,300	45,300	13,700	(31,600)
County grant	25,000	25,000	19,375	(5,625)
Total revenues	107,800	107,800	70,575	(37,225)
Expenditures				
Overhead	7,000	7,000	7,037	(37)
Contract services	103,661	113,036	62,812	50,224
Total expenditures	110,661	120,036	69,849	50,187
Excess of revenue over (under) expenditures	\$ (2,861)	\$ (12,236)	726	\$ 12,962
Fund balance, beginning of period			31,956	
Fund balance, end of period			\$ 32,682	

Marin General Services Authority
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE

Budget and Actual
 For the Year Ended June 30, 2022
 (Unaudited)

	Special Revenue Fund - Abandoned Vehicle			
	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Intergovernmental:				
Motor vehicle registration fees	\$ 260,000	\$ 260,000	\$ 236,073	\$ (23,927)
Interest income	150	150	8	(142)
Total revenues	260,150	260,150	236,081	(24,069)
Expenditures:				
Services and supplies	260,150	260,150	236,107	24,043
Total expenditures	260,150	260,150	236,107	24,043
Excess of revenue over (under) expenditures	\$ -	\$ -	(26)	\$ (26)
Fund balance, beginning of period			7,837	
Fund balance, end of period			\$ 7,811	

Marin General Services Authority
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE

Budget and Actual
 For the Year Ended June 30, 2022
 (Unaudited)

	Special Revenue Fund - Marin Map			
	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Interest income	\$ 3,000	\$ 3,000	\$ 132	\$ (2,868)
Total revenues	3,000	3,000	132	(2,868)
Expenditures:				
Services and supplies	199,640	199,640	84,067	115,573
Total expenditures	199,640	199,640	84,067	115,573
Excess of revenue over (under) expenditures	\$ (196,640)	\$ (196,640)	(83,935)	\$ 112,705
Fund balance, beginning of period			247,981	
Fund balance, end of period			\$ 164,046	

Marin General Services Authority
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE

Budget and Actual
 For the Year Ended June 30, 2022
 (Unaudited)

	Special Revenue Fund - CATV Franchise			
	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Franchise fees	\$ 3,300,000	\$ 3,320,000	\$ 3,333,420	\$ 13,420
Service fees - Larkspur	8,200	8,200	8,654	454
Interest income	2,000	2,000	238	(1,762)
Total revenues	<u>3,310,200</u>	<u>3,330,200</u>	<u>3,342,312</u>	<u>12,112</u>
Expenditures:				
Services and supplies	<u>3,310,200</u>	<u>3,330,200</u>	<u>3,309,346</u>	<u>20,854</u>
Total expenditures	<u>3,310,200</u>	<u>3,330,200</u>	<u>3,309,346</u>	<u>20,854</u>
Excess of revenue over (under) expenditures	<u>\$ -</u>	<u>\$ -</u>	32,966	<u>\$ 32,966</u>
Fund balance, beginning of period			<u>173,119</u>	
Fund balance, end of period			<u>\$ 206,085</u>	

Marin General Services Authority
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE

Budget and Actual
 For the Year Ended June 30, 2022
 (Unaudited)

	<u>Special Revenue Fund - PEG</u>			
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	<u>Variance</u>
	<u>Budget</u>	<u>Budget</u>		<u>with</u>
				<u>Final Budget</u>
Revenues:				
PEG fees	\$ 750,000	\$ 750,000	\$ 674,834	\$ (75,166)
Interest income	500	500	18	(482)
	<u>750,500</u>	<u>750,500</u>	<u>674,852</u>	<u>(75,648)</u>
Total revenues				
Expenditures:				
Services and supplies	<u>750,500</u>	<u>750,500</u>	<u>674,834</u>	<u>75,666</u>
Total expenditures	<u>750,500</u>	<u>750,500</u>	<u>674,834</u>	<u>75,666</u>
Excess of revenue over (under) expenditures	<u>\$ -</u>	<u>\$ -</u>	18	<u>\$ 18</u>
Fund balance, beginning of period			<u>1,148</u>	
Fund balance, end of period			<u>\$ 1,166</u>	

Marin General Services Authority
NOTES TO THE REQUIRED SUPPLEMENTAL INFORMATION
For the year ended June 30, 2022

NOTE 1 - BUDGETARY BASIS OF PRESENTATION

The budgets included in these financial statements represents the original budget and amendments, if any, approved by the Board of Directors. The budgetary basis for the General Fund, Marin Map, PEG and MTA Funds is the modified accrual basis of accounting. Various reclassifications have been made to the actual amounts to conform to classification included in the approved budget. The Abandoned Vehicle Abatement fund is presented on the full accrual basis of accounting with the timing of revenues and expenses with budget expectations.

OTHER SUPPLEMENTAL INFORMATION

Marin General Services Authority
SCHEDULE OF MEMBER CONTRIBUTIONS
 For the Year Ended June 30, 2022

	MGSA General Fund				MMAP Fund
	Operating	Streetlights	MCEP	Total General Fund	MMAP
City of Belvedere	\$ 4,533	\$ 500	\$ 2,500	\$ 7,533	\$ -
Town of Corte Madera	9,735	1,019	2,500	13,254	-
County of Marin	64,372	2,827	2,500	69,699	-
Town of Fairfax	5,723	810	2,500	9,033	-
City of Larkspur	12,039	1,075	2,500	15,614	-
City of Mill Valley	15,779	1,100	2,500	19,379	-
City of Novato	41,240	5,260	2,500	49,000	-
Town of Ross	4,316	-	2,500	6,816	-
Town of San Anselmo	11,044	906	2,500	14,450	-
City of San Rafael	47,568	6,108	2,500	56,176	-
City of Sausalito	8,765	894	2,500	12,159	-
Town of Tiburon	12,887	500	2,500	15,887	-
Bel Marin Keys CSD	-	500	-	500	-
Marin County Fire Chiefs Association	-	-	-	-	-
LAFCO	-	-	-	-	-
Marinwood CSD	-	500	-	500	-
Transportation Authority of Marin	-	-	2,500	2,500	-
Marin Clean Energy	-	-	2,500	2,500	-
Marin Municipal Water District	-	-	2,500	2,500	-
Sewer Agency of Southern Marin	-	-	-	-	-
Ross Valley Sanitary District	-	-	-	-	-
	<u>\$ 238,001</u>	<u>\$ 21,999</u>	<u>\$ 37,500</u>	<u>\$ 297,500</u>	<u>\$ -</u>



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

MEMORANDUM

DATE: November 10, 2022

TO: MGSA Board of Directors

FROM: Michael S. Frank, Executive Officer

SUBJECT: 2023 Marin General Services Authority Board Meeting Schedule

Recommendation

Approve the schedule of MGSA Board meetings for calendar year 2023.

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 2023 Board meeting schedule:

- January 12, 2023
- March 9, 2023
- May 11, 2023
- July 13, 2023
- September 14, 2023
- November 9, 2023

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



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MEMORANDUM

DATE: November 10, 2022
TO: MGSA Board of Directors
FROM: Michael S. Frank, Executive Officer
SUBJECT: 2023 Board Meeting Format Post COVID Emergency Order

Recommendation

By motion, direct staff to resume in-person Board Meetings and to the extent financially and logistically reasonable to incorporate teleconferencing capabilities.

Discussion

Please see the memorandum prepared by MGSA General Counsel on the topic.

Attachment

Attachment K1 Memorandum dated November 2, 2023 regarding Brown Act changes and end of COVID emergency order.

MEMORANDUM

TO: Board of Directors, Marin General Services Authority

FROM: David J. Byers, General Counsel *DTB*

DATE: November 2, 2022

SUBJECT: Recent legislation re the Brown Act

Prior to the pandemic local agencies in California hosted public meetings in specified locations where the public and Board Members could attend. There is a provision in the Brown Act which does allow a Board member to teleconference into a meeting and while some local agencies did use that process for traveling Board Members, I do not recall it being used by MGSA. The pandemic prevented the traditional in person public hearing so the legislature enacted AB 361 which allows the Zoom meetings to which we have become accustomed.

While AB 361 doesn't expire until January 1, 2024, the state of emergency signed by the Governor which authorizes this process expires on February 28, 2023. Recently the legislature passed AB 2449 which liberalized the previous teleconference provisions employed before the pandemic.

AB 2449 amends the Brown Act, specifically Gov. Code § 54953 ("Meetings to be open and public; attendance; teleconferencing") to provide an additional procedure for members of legislative bodies to attend public meetings remotely. It will become effective on January 1, 2023.

Under this new law, members of a legislative body may attend public meetings remotely without identifying their teleconference site on the agency's agenda or ensuring it is accessible to the public if the procedures below are followed.

As long as a quorum of the legislative body participates in person from a physical location open to the public, the remaining agency members can participate remotely in two situations:

1. Just Cause

Just cause is defined as any one of the following:

- childcare or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a member to participate remotely;
- a contagious illness that prevents a member from attending in person;

- a need related to a physical or mental disability; or
- travel while on business of the legislative body or another state or local agency.

In order to participate remotely under the *just cause* provisions, the member must notify the legislative body at the earliest possible opportunity, including at the start of a meeting, of their need to participate remotely and provide a general description of the circumstances related to one of the four items above.

A member may only participate remotely under the *just cause* provisions up to two meetings per calendar year.

2. Emergency Circumstances

Emergency circumstances means a physical or family medical emergency that prevents a member from attending in person.

In order to participate remotely under the *emergency circumstances* provisions, the member must request that the legislative body allow them to participate in the meeting remotely because of emergency circumstances and the legislative body must take action to approve the request.

A member must make a request to participate remotely under the *emergency circumstances* provisions as soon as possible. The legislative body may take action on this request at the earliest opportunity. If the request does not allow sufficient time to place it on the agenda for the meeting for which the request is made, the legislative body may take action on the request at the beginning of the meeting by majority vote.

The legislative body must request a general description of the circumstances relating to the member's need to appear remotely. This description does not have to be more than 20 words and the member does not have to disclose any personal medical information.

Additional Rules if Members Participate Remotely

If agency members participate remotely under this new law for either the *just cause* or *emergency circumstances* situations described above then the following rules apply:

- The legislative body must provide a way for the public to remotely hear, visually observe, and remotely address the legislative body, either by a two-way audiovisual platform or a two-way telephonic service and a live webcasting of the meeting.
- The legislative body must provide notice of how the public can access the meeting and offer comments.
- The agenda must identify and include an opportunity for the public to attend and directly address the legislative body through a call-in option, an internet-based service option, and in-person at the location of the meeting.

- The body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make “real time” public comment.
- If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
- The legislative body must implement a procedure for receiving and resolving requests for reasonable accommodations for individuals with disabilities, and must give notice of these procedures.
- Members participating remotely must participate through both audio and visual technology.
- Members participating remotely must publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member and the general nature of the member’s relationship with the individual.
- A member may not participate in meetings solely by teleconference under this law for more than three consecutive months or 20% of the regular meetings for the public agency within a calendar year. If the legislative body regularly meets less than 10 times a year, a member may not participate remotely for more than two meetings.

Legislative bodies may still meet via teleconference by following the traditional Brown Act rules of identifying the teleconference site on the agency’s agenda and ensuring it is accessible for the public to attend.

As one can see AB 2449 requires specific showings to allow remote hearings and it may not provide any advantage to the MGSA Board. This memo is being furnished to allow the Board to discuss next steps.