

BOARD MEETING AGENDA

- DATE:** September 14, 2023
- TIME:** 10:00 a.m.
- PLACE:** This meeting will be held in person and remotely. If desired, join via computer on Zoom at: <https://us02web.zoom.us/j/87945689252>

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: [87945689252](https://us02web.zoom.us/j/87945689252)

How to Provide Comment

Members of the public may submit public comment by:

1. Emailing mfrank@marinjpas.org the day before the meeting;
2. Attending the meeting and speaking during public comment periods;
3. Joining the meeting by Zoom and being acknowledged to speak by the President of the Board during public comment periods;
4. Joining the meeting by phone and dialing *9 to add yourself to the speaker queue.

A. Report from Executive Officer (Frank)

B. Public Comment

Anyone wishing to address the Board on matters not on the posted agenda may do so. Each speaker is limited to two minutes. As these items are not on the posted agenda, the Executive Officer and the Board may only respond briefly. Public input will be taken as part of each agendized item.

C. [Approve Minutes of May 11, 2023 Regular Meeting](#) (All)

D. [Streetlight Maintenance Exercise of Term Extension Option for 2020 Services Agreement - DC Electric, Inc.](#) (Frank)



September 14, 2023 MGSA Board Agenda

E. [MGSA Executive Officer Recruitment Process](#) (Chanis)

F. **Adjournment**

NEXT SCHEDULED MEETING: November 9, 2023

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



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BOARD MINUTES FOR MEETING OF MAY 11, 2023

The MGSA Board Meeting came to order in person and on-line. The meeting started at 10:00 a.m.

MGSA Board Members Participating: President Greg Chanis, Vice President Andy Poster, and Members Cristine Alilovich, Chris Blunk, Dan Eilerman, Adam McGill, and Robert Zadnik were present.

Program Contractors Attending: Executive Officer Michael Frank, General Counsel Dave Byers, and CCM Director Michael Eisenmenger.

A. Report from Executive Officer

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

Administration

- Work on finalizing Placer Labs contract and incorporating it into MGSA's budget.

MarinMap

- Strategic Plan – Completed Phase I and have received a quote for Phase II which will proceed this summer.

Telecommunications

- No small cell applications

B. Public Comment

None

C. Approve Minutes of March 9, 2023 Regular Meeting

Motion by Eilerman, seconded by McGill, to approve the minutes for the March 9th, 2023 Board Meeting. Motion was approved 4 – 0 with Members Alilovich, Blunk and Vice President Poster abstaining. There was no public comment on this item.

D. Fiscal Year 2023/24 MGSA Operating Budget and Annual Work Plan

Executive Officer Frank presented the Proposed Operating Budget and Work Plan for FY 2023/24 (presentation attached to minutes).

A motion to approve Resolution 2023 – 04 adopting the FY 2023/24 Budget and Workplan as presented was made by McGill and seconded by Poster. The Motion to approve Resolution 2023 – 4 was approved 7 – 0.

There was no public comment on this item.

E. Receive the Community Media Center of Marin’s (CMCM) Budget and Capital Plan for July 2023 through June 2024

Executive Director Michael Eisenmenger provided an overview of the item. No action was recommended or taken. There was no public comment on this item.

F. Placer Labs, Inc. Software Access Agreement for Marin Jurisdictions

Following brief comments by the Executive Officer and Board Member Eilerman, a motion to approve Resolution 2023 – 05 authorizing the Executive Officer to sign an Agreement with Placer labs, Inc. for software access by participating MGSA members and allowing the Executive Officer and General Counsel to finalize the agreement language under the draft terms outlined in Attachment F1 was made by Eilerman and seconded by Zadnik. The Motion to approve Resolution 2023 – 5 was approved 7 – 0.

There was no public comment on this item.

G. District Attorney’s Office Transmission of Mediation Program Report

Executive Officer Frank briefly introduced the District Attorney’s annual Program Report. There was a brief discussion about how to proceed with a program review as outlined in the upcoming workplan. No action was recommended or taken.

There was no public comment on this item.

H. Adjournment

The meeting was adjourned at 11:12 a.m.

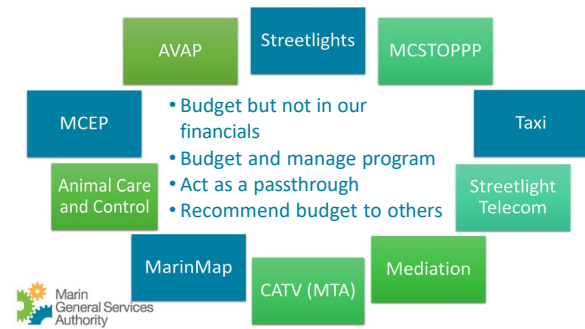


Michael S. Frank, Executive Office



Presentation Overview

- Introduction
- Budget Basics
- Executive Summary
- Program Budgets
- FY 23/24 Workplan



MGSA Budget Basics

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



Animal Care and Control – For Your Info

- Not part of MGSA Budget
 - Paid to manage contract
- For jurisdictions' ease, we invoice and deposit into County accounts
 - Close to 90% of amount invoiced to jurisdictions is for Animal Care and Control
- 9.2% increase
- 1st year of 3-year contract [8% increase]
- One-time moneys included for MERA radios [\$164,745]



Animal Control
FYI

9.2%

10.1%

w/o County

	FY 22/23 Allocation	FY 23/24 Allocation	\$ Change	% Change
Belvedere	27,275	29,088	1,813	6.6%
Corte Madera	101,658	123,109	21,451	21.1%
Fairfax	108,150	117,100	8,950	8.3%
Larkspur	141,697	156,666	14,969	10.6%
Mill Valley	184,502	201,789	17,288	9.4%
Novato	727,965	767,558	39,592	5.4%
Ross	40,171	38,407	(1,764)	-4.4%
San Anselmo	144,108	146,708	2,600	1.8%
San Rafael	679,210	803,169	123,959	18.3%
Sausalito	119,855	128,638	8,783	7.3%
Tiburon	105,284	107,927	2,642	2.5%
Total	\$2,379,874	2,620,160	240,284	10.1%

FY 2022/23 Executive Summary

- Taxi permit revenue has stabilized
- Planned use of General Fund balance to mitigate increases in Animal Control
- Membership support to MGSA significantly decreasing despite addition of new Shared Contract
- Balance in the General Fund continues to be greater than reserve policy



All Budgeted
MGSA
Programs

-11%

-26%

w/o Placer

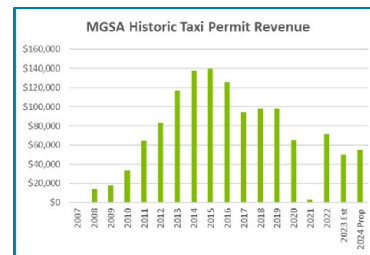
	22/23	23/24	Diff	%
Benvenue	15,312	11,559	(1,953)	-14.7%
Colton Maadera	23,334	22,906	(3,048)	-12.0%
County	100,138	103,124	3,015	3.0%
Fairfax	17,310	10,000	(1,859)	-10.3%
Larkspur	28,125	24,119	(5,341)	-11.9%
Mill Valley	32,344	20,521	(5,381)	-10.7%
Nuvata	19,014	00,000	(12,004)	-10.3%
Ross	15,010	10,000	(2,430)	-10.7%
San Anselmo	21,194	24,321	(3,401)	-12.5%
San Rafael	81,310	73,340	(13,909)	-10.0%
Sausalito	22,500	19,340	(2,559)	-12.5%
Tiburon	320,300	22,101	(9,400)	-10.0%
Total	\$473,986	\$421,414	(52,571)	-11.1%
Tiburon	\$26,567	22,161	(4,406)	-16.6%
Total	\$473,986	\$421,414	(52,571)	-11.1%

General Fund Revenue (no MCEP)

	Adj Budget 2022/23	Est Actual 2022/23	Proposed 2023/24	Bud 22/23 vs 23/24 Prop
Beginning Fund Balance	256,330	268,381	316,296	59,966
Revenues				
Member Contributions	180,000	180,000	122,500	(57,500)
Taxicab Permit Fees	50,000	55,000	55,000	5,000
Management/Overhead Fees	61,777	65,042	69,223	7,446
Telecommunication Fees	30,000	-	30,000	-
Interest	700	2,500	2,500	1,800
Total Revenue	\$322,477	\$302,542	\$279,223	(43,254)

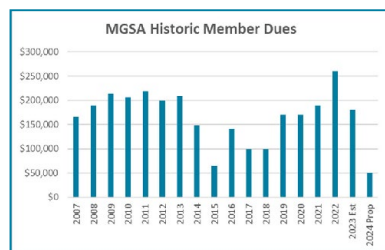


MGSA Historic Tax Permit Revenue

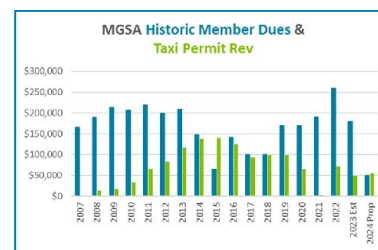


Member Non-Program Specific Contributions*

* Does not include new Shared Contract in FY 23/24



Member Dues & Taxi Revenue



General Fund Expenditures (no MCEP)

Expenditures	Adj Budget 2022/23	Est Actual 2022/23	Proposed 2023/24	Bud 22/23 vs 23/24 Prop
Insurance	15,000	14,056	16,049	1,049
Contract Services	257,141	188,898	325,453	68,312
Legal	25,000	19,000	25,000	-
Audit/Accounting	15,500	11,600	15,500	-
Rent	7,600	12,360	13,500	5,900
Office Expense	11,000	8,713	11,153	153
Total Expenditures	\$331,241	\$254,627	\$406,655	75,414
Net	(8,764)	47,915	(127,432)	(118,668)
Ending Fund Balance	247,566	316,296	188,863	(58,702)



Reserve Policy: 15% of expenditures or \$60,998

Abandoned Vehicle Fund

	Adj Budget 2022/23	Est Actual 2022/23	Proposed 2023/24	Bud 22/23 vs 23/24 Prop
Beginning Fund Balance	\$7,837	\$7,811	\$7,811	(\$26)
Revenue				
Interest	50	60	50	-
DMV Reimbursement	260,000	235,283	260,000	-
Total Revenue	\$260,050	\$235,343	\$260,050	\$0
Expenditures				
Program Administration	12,000	12,000	12,000	-
Jurisdiction Payments	248,050	223,343	248,050	-
Total Expenditures	\$260,050	\$235,343	\$260,050	\$1,950
Net	\$0	\$0	\$0	(\$1,950)
Ending Fund Balance	\$7,837	\$7,811	\$7,860	\$23



Marin Climate & Energy Department (MCEP)

	Adj Budget 2022/23	Est Actual 2022/23	Proposed 2023/24	Bud 22/23 vs 23/24 Prop
Beginning Fund Balance	\$32,950	\$32,882	\$32,882	(\$68)
Revenue				
Member Contributions	137,500	137,500	137,500	-
Grant/TAM	29,450	22,360	25,000	(19,000)
Grant/County-PG&E	25,000	35,000	37,000	12,000
Total Revenue	\$191,950	\$184,860	\$209,500	(7,000)
Expenditures				
Overhead	7,000	7,000	7,000	-
Contract Services	173,200	159,900	177,950	4,750
Total Expenditures	\$180,200	\$166,900	\$184,950	4,750
Net	\$11,750	\$17,960	\$24,550	(11,750)
Ending Fund Balance	\$44,706	\$50,842	\$57,432	5,876



MarinMap

	Adj Budget 2022/23	Est Actual 2022/23	Proposed 2023/24	Bud 22/23 vs 23/24 Prop
Beginning Fund Balance	188,561	166,086	191,826	47,265
Revenue				
Member Contributions	162,000	162,000	162,000	-
Interest	500	1,500	1,500	1,000
Total Revenue	\$162,500	\$163,500	\$163,500	\$1,000
Expenditures				
Executive Officer/Overhead	7,000	7,000	7,000	-
Program Administration	32,640	32,640	32,640	-
Other Contract Services	73,000	62,080	73,000	10,920
Projects	55,000	34,000	75,000	20,000
Total Expenditures	\$167,640	\$135,720	\$187,640	(20,000)
Net	(\$5,140)	\$27,780	\$75,860	(\$5,140)
Ending Fund Balance	\$183,421	\$193,866	\$267,686	84,265



CATV Operating Fund

	Adj Budget 2022/23	Est Actual 2022/23	Proposed 2023/24	Bud 22/23 vs 23/24 Prop
Beginning Fund Balance	\$123,119	\$236,085	\$86,085	(187,034)
Revenue				
Interest	500	1,200	1,200	700
Franchise Fees	3,603,000	3,200,000	3,500,000	(100,000)
Other Revenue	9,200	6,442	9,500	320
Total Revenues	3,609,700	3,210,642	3,510,700	(99,000)
Expenditures				
MGSA/Program Administration	61,346	64,605	68,786	7,440
Broadband for Jurisdictions	20,000	7,000	10,000	(10,000)
Professional Services	26,853	11,853	26,920	568
Other Expenses	5,000	4,000	5,000	-
Jurisdiction Payments	3,617,000	3,243,684	3,399,994	(217,008)
Total Expenditures	3,729,200	3,330,642	3,510,700	(219,000)
Net	(\$120,000)	(\$120,000)	(\$50,424)	\$120,000
Ending Fund Balance	\$3,119	\$86,085	\$36,661	\$33,966

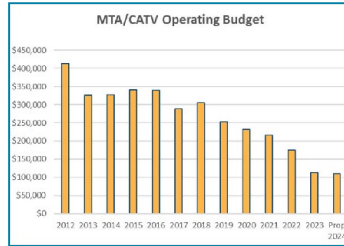


CATV Overhead

- EO Costs 25% charged directly
- Accountant time charged directly at 35%
- Direct CATV costs charged directly
- Miscellaneous costs unrelated to other programs charged at 35%



MTA / CATV Operating Budget



CATV PEG Fund

	Adj Budget 2022/23	Est Actual 2022/23	Proposed 2023/24	Bud 22/23 vs 23/24 Prop
Beginning Fund Balance	\$1,148	\$1,166	\$1,166	\$18
Revenue				
Interest	500	30	30	(470)
PEG Fees	750,000	670,000	750,000	-
Total Revenues	\$750,500	\$670,030	\$750,030	(\$470)
Expenditures				
Community Media Center Contract	750,000	670,030	750,030	30
Total Expenditures	\$750,000	\$670,030	\$750,030	\$30
Net	\$500	\$0	\$0	(\$500)
Ending Fund Balance	\$972	\$1,166	\$1,166	\$194



MGSA Workplan FY 23/24

May 11, 2023



Questions and Answers

MGSA Budget and Workplan
May 11, 2023

maringeneralservicesauthority.com





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MEMORANDUM

DATE: September 14, 2023

TO: MGSA Board of Directors

FROM: Michael S. Frank, Executive Officer

SUBJECT: Streetlight Maintenance Exercise of Term Extension Option for 2020 Services Agreement - DC Electric, Inc.

Recommendation

By motion, pass Resolution 2023-06, authorizing the Executive Officer to execute the option for contract extension of 2 years as outlined in the May 2020 Special Services Agreement for streetlight maintenance between MGSA and DC Electric Group, Inc. (DCE).

Discussion

MGSA entered a streetlight maintenance contract on May 14, 2020 with DC Electric Group, Inc. The contract was for a three-year period ending June 30, 2023, with an option to extend the contract up to two additional two-year terms for a total possible life of seven years ending June 30, 2027.

Following consultation with the Public Works Directors in the County, staff is recommending along with DC Electric, an exercise of the option to extend the contract.

Attachments

- D1 Attach** Draft Resolution 2023-06: Streetlight Maintenance Agreement Two Year Extension and Delegation of Authority
- D2 Attach** Draft Streetlight Maintenance Services Agreement with DC Electric, Inc.



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**STREETLIGHT MAINTENANCE AGREEMENT
TWO YEAR EXTENSION AND DELEGATION OF AUTHORITY**

RESOLUTION 2023 - 06

WHEREAS, the Marin General Services Authority (MGSA) maintains streetlights throughout its members jurisdictions under a master agreement with an independent service provider; and

WHEREAS, the current agreement expires June 30, 2023; and

WHEREAS, DC Electric Group, Inc. has special expertise in the field of the management and maintenance of streetlights which, given the numerous types of fixtures and installations and the variety of services maintained by MGSA, might be required by MGSA; and

WHEREAS, DC Electric Group, Inc. and MGSA wish to exercise the option to extend the Special Services Agreement for two years; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marin General Services Authority authorizes the Executive Officer to exercise the contract option and extend the Special Services Agreement date from June 30, 2023 to June 30, 2025.

Adopted this 14th day of September, 2023.

Ayes: Alilovich, Chanis, Del Monte, McGill, Miller, Poster, Zadnik

Noes: Alilovich, Chanis, Del Monte, McGill, Miller, Poster, Zadnik

Absent: Alilovich, Chanis, Del Monte, McGill, Miller, Poster, Zadnik

Greg Chanis, MGSA Board President

Attested By:

Michael S. Frank, Executive Officer

STREET LIGHT MAINTENANCE AND REPAIR SERVICES AGREEMENT

This AGREEMENT is made this 14th day of May, 2020, between DC Electric Group, Inc. (SERVICE PROVIDER), a firm specializing in the maintenance of streetlights, and the Marin General Services Authority (MGSA), a Joint Powers Authority operating under the California Government Code, §§ 6500 et seq., established on October 1, 2005.

RECITALS

Whereas, the MGSA is a Joint Powers Authority that was created in 2005 by the Cities, Towns and County of Marin and two Community Service Districts to offer various public services effectively and efficiently throughout the county in a uniform manner with minimal overhead expense. The MGSA is a successor Joint Powers Authority to the Marin Street Light Acquisition Joint Powers Authority (MSLAJPA) which acquired street lights from PG&E in 1986. The MGSA is responsible for ownership, maintenance, re-lamping, and emergency repair services for street and pathway lighting in and for its Member Agencies, including the Cities of Sausalito, Belvedere, Mill Valley, Larkspur, San Rafael and Novato; the Towns of Tiburon, Corte Madera, San Anselmo and Fairfax; the Bel Marin Keys and Marinwood Community Service Districts and the County of Marin. In total the MGSA owns approximately 16,000 lights within the 13 agencies mentioned above; and

Whereas, each Member Agency manages and administers the maintenance services for lights within its jurisdiction and selects the level of service applicable in its jurisdiction; and

Whereas, the SERVICE PROVIDER must be available 24-hours a day, 7 days a week to provide maintenance services to all the agencies. The work includes, but is not limited to: repair, replacement, adjustment, and maintenance of street light poles, arms, foundations, fixtures, conduit, conductors, and related parts and materials; painting of street light poles; and emergency response; and

Whereas, some street lights are on electrical distribution poles that are owned by PG&E and on September 16, 1985, the MSLAJPA and PG&E executed an instrument entitled "Pole Contact and Operating Agreement", (PG&E Contract) which is referred to in this AGREEMENT. It is attached as Exhibit A. The MGSA is the successor entity to that PG&E Contract; and

Whereas, the award of this AGREEMENT is not subject to the competitive bidding requirements of the California Public Contracts Code.

Now, therefore the parties agree as follows:

TERMS

The SERVICE PROVIDER shall have the following general obligations:

1. License Classification

The MGSA has determined that at the time this AGREEMENT is executed, the SERVICE PROVIDER shall possess a valid Class C-10 Contractor license and shall continue to possess said license during the term of this AGREEMENT.

2. Prevailing Wage

In accordance with California Labor Code §§ 1770 et seq., the SERVICE PROVIDER shall pay the general prevailing rate of per diem wages to all workers employed under this AGREEMENT.

3. Qualified Personnel

The SERVICE PROVIDER shall have qualified and experienced personnel and equipment available to respond to reports of streetlight outages and diagnose and repair the malfunction within the time requirements outlined in this AGREEMENT. It shall have the ability to maintain the equipment, personnel, and infrastructure necessary to maintain the MGSA's approximately 16,000 street, parking lot and pathway lighting throughout term of the AGREEMENT.

4. Business Licenses

The SERVICE PROVIDER shall obtain and maintain business licenses from each of the MGSA's Member Agencies as required by that Agency throughout the term of this AGREEMENT.

5. Labor Nondiscrimination

The SERVICE PROVIDER shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this AGREEMENT.

6. Insurance Requirements

The SERVICE PROVIDER will be required to maintain public liability and property damage insurance with a single combined liability limit of not less than \$5,000,000.00 (including automobile), for bodily injury and property damages as the result of any one occurrence. Such insurance shall be in form satisfactory to both MGSA and PG&E, and shall guarantee SERVICE PROVIDER's performance of its indemnity obligation discussed below, shall be endorsed to name MGSA as an additional named insured, and PG&E as an additional named insured, insofar as this AGREEMENT is concerned, contain a cross-liability clause, and provide that written notice shall be given to both MGSA and PG&E at least 30 days prior to cancellation or material change in the form of such policies or endorsements. Upon request, SERVICE PROVIDER will provide MGSA and PG&E, respectively with duplicate originals of each of said policies and all endorsements to them respectively. It is acknowledged that the SERVICE PROVIDER may desire public liability and property damage insurance with limits greater than that desired by the MGSA and provided for in this AGREEMENT. The SERVICE PROVIDER shall be entitled to place such additional public liability and property damage insurance into effect, as the SERVICE PROVIDER alone may determine subject to SERVICE PROVIDER paying and satisfying all obligations for premiums arising from such additional public liability and property damage insurance coverage.

7. Indemnity Requirements

The SERVICE PROVIDER shall defend, hold harmless, and indemnify MGSA, its consultants, agents, and Board Members, its Member Agencies, and their employees in any actions and from all damages arising out of the acts or failure to act of SERVICE PROVIDER, or its authorized representatives, in the performance of any act or its obligations under the terms of this AGREEMENT. SERVICE PROVIDER shall not be liable for damages which was caused by the sole negligence, or willful misconduct of MGSA or its MEMBERS.

8. Contract Bonds

The SERVICE PROVIDER will be required to furnish a Payment-Labor Bond and Maintenance Bond for one year equivalent to not less than the contract value. Should this AGREEMENT be extended per the terms of this AGREEMENT, the Bond required herein shall be extended for the term of the extension of this AGREEMENT equivalent to not less than the contract value of the extension.

9. Pole Contact and Operating Agreement Obligation

The SERVICE PROVIDER shall assume and be responsible for MGSA'S obligation of contribution as set forth at Paragraph 17c of the PG&E Contract, insofar as services to be performed by SERVICE PROVIDER under the terms of this AGREEMENT are concerned. The SERVICE PROVIDER shall have the following task obligations:

10. General

In general, the work to be done consists of providing preventative and routine street and pathway light maintenance and emergency services for the street and pathway lights within Marin County and keeping and maintaining electronic database (Excel or similar) and maintenance records linkable via GIS. The SERVICE PROVIDER shall have available and readily accessible all required tools, equipment, apparatus, facilities, and material to perform all work necessary to maintain the lighting systems. The SERVICE PROVIDER shall provide qualified personnel to perform regular preventive field maintenance and perform emergency repairs on street and pathway lights in Marin County. The work force of qualified employees shall be sufficient to respond to emergency calls that may be received from time to time and to promptly make temporary and permanent repairs.

11. Meetings

The SERVICE PROVIDER and any of its staff shall be available to meet, when deemed necessary, with Agency or jurisdictional staff at a mutually agreed upon time and place to review maintenance activities, operational and timing activities, pending work, estimates, work quality, and any items related to SERVICE PROVIDER's work under this AGREEMENT. After the award of this AGREEMENT, MGSA member jurisdictions may request a kick-off meeting to review the Scope of Work, terms and any outstanding questions. A management staff member of the Company shall also be available to attend periodic Marin Public Works Association (MPWA) meetings as requested by MPWA or MGSA.

12. Routine Maintenance

There will be four (4) separate categories (Levels of Service) of Routine Maintenance. The Agency may not select more than one Level of Service within their jurisdiction at any given time. However, each Agency may change their selected Level of Service up to one time per year. The Agency must provide the SERVICE PROVIDER written notice of the change in Level of Service a minimum of sixty (60) days in advance of the change taking effect.

In general, routine maintenance consists of replacing defective parts of street lights, park/ pathway lights, parking lot lights, and other miscellaneous MGSA owned lights, and otherwise maintaining the lights to keep them in full operation. The SERVICE PROVIDER shall repair, replace or otherwise render in good working order any and all defective parts of the street, park and pathway lights as part of the flat rate monthly cost,

regardless of the number of Service Requests received at each location, with the exception that those Agencies that select Level of Service D shall pay the unit price when the SERVICE PROVIDER is called out for a service request. The SERVICE PROVIDER shall furnish all tools, equipment, apparatus, facilities, labor, services and materials, and perform all work necessary to maintain in good workmanlike manner all MGSA lights.

When responding to a Service Request for work beyond the scope of that called for under Levels of Service A, B, or C, SERVICE PROVIDER shall provide the first four (4) hours of labor and equipment that would otherwise have been provided for the Service Request at no additional charge. The Service Provider shall charge for the added time and materials per the appropriate unit price(s) shown in Maintenance Rate Schedule or other charge as approved by the Agency.

Safety lighting (where the safety light is on the same pole as a traffic signal), is excluded from this contract.

Level A Routine Maintenance includes repair of a street, parking lot or pathway lights consisting of furnishing a qualified lighting maintenance technician (or technicians) and a service vehicle, removing and replacing any one or combination of lamp, lens, photocell, ballast, or igniter, etc. Also included is removing and replacing damaged or missing street light pole numbers in conformance with PG&E and agency standards.

Level B Routine Maintenance includes the entire Scope of Work that Level A Routine Maintenance includes, plus replacement of the entire lighting fixture at no extra charge to the Agency.

Level C Routine Maintenance includes the entire Scope of Work that Level B Routine Maintenance includes, plus emergency responses (during both standard and non-standard business hours) and replacement of the entire pole, arm and foundation as necessary due to an accident, or act of God. Replacement due to deterioration is not the responsibility of the SERVICE PROVIDER.

Level D Routine Maintenance represents a minimum level of service. Level D includes the Service Provider performing telephone dispatch services, night time inspections, database management, reporting and being on call for repairs as needed. Level of Service D is to be compensated via combination of a minimal fixed price for the Service Provider being on call and a separate unit price for each service request responded to.

13. Tree Trimming

While on site for the routine repairs, SERVICE PROVIDER shall assist in creating clear visibility of light, by trimming trees/branches/etc. under and around the light up to three feet maximum around the light fixture. The SERVICE PROVIDER shall report to the Agency locations where the three foot clearance appears to be inadequate for allowing light to be seen on the ground and seek approval or direction on additional trimming from the Agency representative.

Requests by Agencies for separate stand-alone tree trimming services are not included in the fixed rate Routine Maintenance service and will be compensated on a time and material basis.

14. Response Time and Liquidated Damages

The maximum response time to repair a malfunctioning or otherwise non-operating street or pathway light

shall be seven (7) calendar days. It is understood and agreed that if the SERVICE PROVIDER does not fix the light within seven days, the SERVICE PROVIDER agrees to pay to the Agency, not as a penalty but as liquidated damages, the amount of fifty dollars (\$50.00) per day after the seventh day. This amount is to be deducted from any payment due, or to become due, to the SERVICE PROVIDER.

15. Night Inspections

The SERVICE PROVIDER shall perform night checks during non-daylight hours on arterials and thoroughfares and within business districts within each Agency on a monthly basis and once per calendar year on rural, industrial and residential streets. The SERVICE PROVIDER shall provide personnel equipped for night time detection of inoperative lights. No additional payment will be made for night inspections. The SERVICE PROVIDER shall provide monthly reports to each agency, including tabular and mapped results of the inspections. The monthly reports shall be provided in both a hard and electronic formats, and shall include an automated GPS program, that positively identifies the specific dates, times and locations where the inspections occurred, i.e. (breadcrumbing). The report shall include a list of the outages found, and the dates they were repaired or in progress. The inspection shall also note special circumstances such as occasions where lights may be missing due to knockdowns, or blocked by foliage.

Agencies shall provide the SERVICE PROVIDER with a list of thoroughfares and business districts within each agency as well lights that are programmed to be non-operational during certain times of the night. The List shall include the fixture location and the details regarding the times that the light is programmed to be non-operational.

16. Vandalism

The SERVICE PROVIDER shall only be liable for the repair or replacement of equipment destroyed by vandalism, for up to two repairs per light location within each 12-month period. The SERVICE PROVIDER is not liable for repairing or replacing stolen wire.

17. Shop and Corporation Yard.

The SERVICE PROVIDER shall establish, within sixty (60) days of award of this AGREEMENT, adequate shop and storage facilities within Marin County. This facility shall house the necessary staff, materials and equipment for the lighting maintenance program for the MGSA.

18. Call Center

The SERVICE PROVIDER shall maintain a Call Center staffed by local personnel during the business hours of 8:00 am to 5:00 pm, or as otherwise negotiated and provide a toll free phone number and website to allow the local agencies and general public to make service requests directly to the SERVICE PROVIDER. The Call Center shall have a toll free telephone number that is operational 24 hours a day, 365 days a year. The Call Center shall have trained employees who are intimately familiar with all of the MGSA's Agencies and the SERVICE PROVIDER'S contractual obligations under this AGREEMENT. Call Center staff shall have knowledge of the geography of the Agencies to be able to find the location of the street light equipment and effectively communicate information from the requestors to the SERVICE PROVIDER'S technicians. During times other than regular business hours, the SERVICE PROVIDER's Call Center may utilize an Answering Service, provided that the Answering Service has all the necessary knowledge of emergency procedures relevant to each Agency. The SERVICE PROVIDER shall provide to MGSA its written "Instructions for

Emergency Procedures” within 30 days of execution of this AGREEMENT. The Answering Service shall communicate relevant information concerning an emergency, including location and nature of the emergency and expected response time and Technician name and contact number. The individual Agencies may choose to publicly list the Call Center phone number or a SERVICE PROVIDER email for members of the public to directly report outages or standard Service Requests to the SERVICE PROVIDER. Whether the Service Request notification originates from the MGSA, the Agency or a party or person other than an Agency, the Call Center shall provide the same level of service.

19. Inventory (Materials on hand)

The SERVICE PROVIDER shall maintain an inventory, including, but not limited to, lamps, photoelectric cells, poles, fixtures (inclusive of HPS, LED and Induction technology), ballasts, starters, conduit, cable, boxes, covers and related materials suitable to maintain the street light system in accordance with this AGREEMENT. Standard equipment included in this AGREEMENT includes the following:

- Fixtures – Cobra, Town and County, Style King, Lantern, BetaLED, GE LED, LeotekandUS Lighting Induction products.
- Poles – Current Caltrans standard Type 15 singles and double, with mast arms up to 12 feet. 12’, 14’ and 16 ft. tall spun aluminum tapered poles with a maximum of an 8” triangular base plate, 12’ and 16’ tall Charleston model poles as manufactured by Holophane; fluted and smooth, non-tapered (painted black or dark green), inclusive of foundations.

Other decorative poles, fixtures or ornaments are excluded from Level of Service A and B flat rate fees. Level of Service C rates include replacing other poles, fixtures or ornaments with the standard fixtures or poles as listed above as directed by the Agency.

Replacement equipment shall be manufactured by reputable suppliers, such as General Electric, McGraw Edison, Holophane, and are subject to approval by the Agencies.

PG&E owned utility poles (but not the MGSA owned arms and fixtures on those poles) and poles that have traffic signals on them are excluded from this AGREEMENT.

20. Emergency Work

Upon occasion, the SERVICE PROVIDER will be called to respond to accident sites, disconnect power, secure the site for public safety, take down damaged poles or pick up a knocked down light. The SERVICE PROVIDER shall furnish a price for performing this work both during normal working hours and during weekends, holidays, or other off-hours, except for Level of Service C, where emergency response is included in the flat rate. The response time for emergency calls shall be two (2) hours, as these often represent dangers to public safety. The SERVICE PROVIDER shall also furnish a price for reinstalling knockdowns with like materials.

The SERVICE PROVIDER shall cooperate with the respective Agency’s Police Department, Fire Department and Public Works Department, and other departments as necessary in cases of emergency.

21. New Street and Pathway Light Installations

Upon notification of acceptance by the Agency, the SERVICE PROVIDER shall maintain any additional street and pathway lights as they are installed, or become a part of the maintenance requirements of the Agency at the same costs as the existing lights.

22. Warranty

a.) During the period of warranty, of new or existing equipment, the SERVICE PROVIDER is required to make all communications between manufacturer, installing Contractor and the Agency regarding warranty service. The SERVICE PROVIDER shall notify the Agency of any undue delays in response by the manufacturer or installing Contractor and details of each incident. SERVICE PROVIDER shall take all necessary steps to ensure that MGSA and its member agencies benefit from all warranty rights. During said warranty period, the SERVICE PROVIDER shall perform the work described above, per the flat rate unit prices in Schedules A, B, and C, up to a maximum fixture quantity of one percent (1%) in any given Member Agency for the life of this agreement (including all extensions). Any repairs made on any LED or Induction fixture which is no longer under warranty, or for work performed on fixtures beyond said maximum one percent (1%) threshold, shall be compensated via a separate charge for the necessary labor, material, and equipment required for such repair.

b.) The warranty/maintenance period for defects of material, workmanship for material installed, and work performed by SERVICE PROVIDER shall be for a one year period.

23. Extra Work

If requested, the SERVICE PROVIDER shall Locate and Mark, install, modify and/or upgrade street and pathway lights. Locate and Mark services shall be completed within 48 hours of receipt of the request from the member Agency and in compliance with Northern California Underground Service Alert procedures. All additional work shall be performed to the satisfaction of the Agency. Underground wiring, conduit etc., shall be included in Locate and Mark assignments. SERVICE PROVIDER shall use appropriate equipment to locate and mark known member utilities in the specified work area however marks are not guaranteed and SERVICE PROVIDER shall not be held liable for damages associated with or arising from damaged utilities. The exact location of known member utilities should always be confirmed prior excavation. A minimum of 1 hour shall be charged per Locate and Mark request that requires a site visit; all other Locate and Mark requests, including those which are able to be performed remotely, shall be charged separately at established contract rates.

No additional work shall be commenced or undertaken by the SERVICE PROVIDER unless and until the same is authorized in writing by the Agency. Said written authorization is a condition precedent to the SERVICE PROVIDER's entitlement to reimbursement. Additional work shall be performed in accordance with the Standard Plans and Standard Specifications (current) for the State of California, Department of Transportation and the Agency where the work is being performed. This work shall be performed within a time limit established by the Agency and at the mutually agreed upon price and schedule.

Each Agency shall retain the right to perform any additional work by use of Agency forces or, in the alternative, other company(s).

24. Database

The SERVICE PROVIDER shall develop and maintain an electronic database of streetlight (and related

appurtenances, including underground facilities) attributes and maintenance records. The SERVICE PROVIDER shall maintain and continually update the database as service calls are received and responded to, as lights are added or deleted and as information is obtained. The SERVICE PROVIDER shall coordinate with MGSA, the jurisdiction within which the update applies, PG&E and MarinMap as necessary to provide up to date street light system data. The SERVICE PROVIDER may consult www.marinmap.org which provides the geospatial base for placing GPS data from the inspections as well as the inventory requirement noted above. MarinMap's coordinate system, California State Plane NAD83 HARN, is to be used. As part of ongoing maintenance and repair work under the contract, the SERVICE PROVIDER shall GPS each streetlight pole visited for maintenance and repair to be geo-referenced to MarinMap's mapping data and included in the database requirement specified herein. The accuracy of the GPS work shall be to the nearest one (1) meter.

The SERVICE PROVIDER shall work with MarinMap and its contractors, as needed, to assist MarinMap in modifying the MarinMap data base, upon receipt of notification of a new or removed streetlight. The SERVICE PROVIDER shall provide the updated information to the stakeholders within ten business days of receipt of the update, regardless of whether the request or update information comes from MarinMap, the effected Agency, PG&E, or the Service Provider themselves. The proposal shall identify how the SERVICE PROVIDER will provide updates to stakeholders.

The SERVICE PROVIDER shall keep separate maintenance records in an electronic format which can be linked to the streetlight database. The maintenance records must have a unique, permanent identification that matches the identification used in the streetlight database.

25. Consultation and Qualifications

At no added expense to the MGSA or Agencies, the SERVICE PROVIDER shall designate representatives in the organization, one of whom shall be available during business hours to the MGSA and its Member Agencies for consultation. This consultation may consist of cost estimates for street lighting repairs, accident damage repairs, and replacement of obsolete or deteriorated equipment, explanations of functional capabilities and recommendations on anticipated changes in the street lighting systems.

The SERVICE PROVIDER shall have access to qualified engineering or technical personnel capable of and available for, maintenance and overhaul work on the street lighting systems. The SERVICE PROVIDER must also have as part of the workforce personnel having a minimum of five (5) years of street light maintenance experience either in Marin County or for a minimum of two (2) in public agencies with a similar number of lights as the MGSA.

26. Reporting

The SERVICE PROVIDER shall furnish complete documentation pertaining to lights worked on by the Company during the last payment period on a monthly basis. The reports shall be in electronic, tabular form (i.e., spreadsheet). The reports shall be created for each Member Agency within the MGSA and shall be sent directly to each Member Agency by the 10th of the month. The SERVICE PROVIDER shall prepare and maintain an easily accessible web-based tracking system which shall provide the data required below and which may be tracked in MarinMap or an agency's local data base. The SERVICE PROVIDER shall develop a tracking system which can be linked to MarinMap, utilizing the unique identifiers for each asset. At a minimum, the monthly reports shall include the following:

1. A call log listing each call, email, fax or internally generated service request received, the name of the caller, if given, the date of the call, the outage or other problem reported by the caller, and the location of the outage or other problem reported by the caller.
2. Number of service requests called in during the period encompassed by the report, the response time and date, and subsequent repair or status of each request.
3. List of service requests outstanding as of the date of such report.
4. Map of monthly GPS tracked night inspection.
5. A current summary of the Agency's streetlight inventory, by fixture type and wattage.

Street Light knockdowns, or other significant issues, such as multiple outages, or dig-ins shall be reported to each Agency within 24 hours of learning of the issue, to receive authorization to repair, or direction on how to proceed.

27. Quality Control Program

The SERVICE PROVIDER shall prepare and maintain a Quality Control Program that addresses both the technical and customer services aspects of the AGREEMENT. At a minimum, the Quality Control Program shall identify a person responsible for the overall timeliness and quality of the street light maintenance services being provided. The Quality Control Program shall provide notice regarding the services performed under this AGREEMENT, responses to calls for service, disposition of service, and quantitative measures of performance. All work performed by SERVICE PROVIDER under the terms of this AGREEMENT shall be accomplished in accordance with industry-wide standards.

The MGSA shall have the following obligations:

28. Compensation for Routine and Preventative Maintenance

In consideration of the furnishing by the SERVICE PROVIDER of the described labor, services, materials and equipment in accordance with all provisions of this AGREEMENT, SERVICE PROVIDER shall be paid by the each Agency within the MGSA on a monthly basis per maintained light at the flat rate cost in accordance with the Proposal Price Comparison at the maintenance level of service selected by each Agency. All existing lights shall be fully operational at the date of execution of this agreement.

In the event that new street or pathway lights are installed, the SERVICE PROVIDER agrees to maintain these lights at the same flat rate and in the same manner as those covered by this AGREEMENT upon written notification from the Agency.

The flat rate for the Routine and Preventative maintenance shall include the services listed in this Agreement and at the level of service selected by the local Agency. Additional work to these items will be done on an as-needed basis either by proposal from the SERVICE PROVIDER or by Work Order from the Agency. All other work and repair required to maintain a fully operational lighting system shall be considered to be included as part of the routine maintenance.

29. Compensation for Extra Work

For Levels A, B, and D Routine Maintenance, each Agency shall pay for repairs under Extra Work when such repairs are made necessary due to damage to the lighting system resulting from vehicular collisions, acts of God, or malicious damage, or for any other reason determined by the Agency. For Agencies that

choose Level C Routine Maintenance, there will be no extra charge for the above items.

The SERVICE PROVIDER shall contact the relevant Agency to obtain prior approval before such Extra Work is scheduled, or performed. The SERVICE PROVIDER shall verify invoiced charges, when requested by each Agency, with time cards and material invoices.

Each agency may elect to solicit extra services from the SERVICE PROVIDER per the rate schedule (Attachment 4) in this AGREEMENT. Such extra services shall be conducted and will be evaluated as if they were required services under this AGREEMENT. Timeliness of response and work and accuracy of record keeping, billing and quality of workmanship for extra services shall be judged under the same standards as if that work were required under the AGREEMENT.

30. Rate Price Adjustments

Rates may be reviewed annually by the SERVICE PROVIDER and the MGSA and rate increases may be requested in writing with detailed justification. The maximum increase in labor and/or equipment costs in any calendar year shall be whichever is less: five percent (5%) or the most recent increase in the Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Region as published by the United States Department of Labor, Bureau of Labor Statistics.

31. Payment and Invoices

Invoices from the SERVICE PROVIDER to the Member Agency shall be submitted no more frequently than once per month. Invoices for Routine Maintenance for the preceding month shall be submitted by the 10th of the following month. Invoices for extra work shall be submitted upon completion and acceptance of the extra work, and under no circumstances more than 30 days after completion of work.

The Agency shall make periodic payments within 30 (thirty) days of receiving and approving an invoice in proportion to the satisfactory completion of the SERVICE PROVIDER'S work. Invoices submitted more than six months after completion of service will be paid at a fifty percent (50%) discount to the Agency.

The Parties further agree:

32. Assignment

MGSA may assign this AGREEMENT to MEMBERS, respectively, as to Equipment situated within the jurisdictions of MEMBERS, respectively. Any assignment shall be in writing.

33. Additional Services

SERVICE PROVIDER may, at the written request of MEMBERS, respectively, perform services other than those set forth in this AGREEMENT and in the Schedules hereto, respectively. Unless agreed to the contrary, such services shall be predicated upon a time and material basis, observing SERVICE PROVIDER's standard time and materials charges at the time of each such performance of services, respectively. Notwithstanding the foregoing, any service described in Exhibit C shall be priced as in Exhibit C.

34. Third Party Beneficiary

Though MGSA has entered into the AGREEMENT with the SERVICE PROVIDER each Agency shall receive consideration by the SERVICE PROVIDER as if that Agency were a distinct and primary client of the SERVICE PROVIDER. Each Agency is a Third Party Beneficiary of this AGREEMENT.

35. Termination

Either party may terminate this AGREEMENT upon 90 days' Notice.

Additionally, in the event MGSA in its sole discretion determines the SERVICE PROVIDER is not meeting any of its obligations under this AGREEMENT it shall notify the SERVICE PROVIDER by email or first class U.S. mail of the failure. SERVICE PROVIDER shall have 14 days to cure the failure and notify MGSA by email or first class U.S. mail of the cure. If MGSA is not satisfied in its sole discretion that the SERVICE PROVIDER'S cure meets its obligations under the AGREEMENT it may terminate the AGREEMENT by giving Notice of Termination by email or first class mail and have no further payment or any other obligations under the AGREEMENT.

36. Liquidated Damages.

Should SERVICE PROVIDER fail to perform an obligation under the terms of this AGREEMENT within the time provided herein, or in the applicable Schedule, as the case may be, the affected MEMBER as to such default and performance, may retain from the amount next payable by it under the terms hereof, the sum of \$50.00 per fixture, for each day that such failure to perform work continues, provided however, that this Paragraph shall have no application to those situations where an extension of time for performance is given to SERVICE PROVIDER by the Director of the Department of Public Works or the appointed representative of MEMBER. Payment of this amount does not relieve SERVICE PROVIDER from any Tort Liability arising from lack of performance.

37. Contract Term

The term of this AGREEMENT shall be for a three year period ending June 30, 2023 with an option to extend the contract up to two (2) additional two-year terms for a total possible life of seven (7) years ending June 30, 2027.

40. Attorneys Fees and Costs

If any party to this AGREEMENT resorts to legal action to enforce any provision of this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which it is entitled.

41. Notice

Any requirement of this AGREEMENT for Notice shall be by email or first class mail as follows:

Michael S. Frank, Executive Officer
MGSA
555 Northgate Drive, Suite 102
San Rafael, CA 94903
michael@michaelsfrank.com

DC Electric Group, Inc.
8023 Gravenstein Highway, South
P.O. Box 7525, Cotai, CA 94931
Tim@DCElectricgroup.com

42. Venue

Venue for any action shall be in the Superior Court of the County of Marin under California law.

43. Entire Agreement

This AGREEMENT contains the entire agreement of the parties with respect to the subject matter of this AGREEMENT. Any previous agreements merge into this AGREEMENT. Any prior agreements, promises or negotiations not expressly set forth in this AGREEMENT are of no force or effect. Any modifications to the AGREEMENT shall be in writing.

EXECUTED the day and year set forth above.

MARIN GENERAL SERVICES AUTHORITY

SERVICE PROVIDER

By  _____

By  _____
Don Caramagno (May 22, 2020 08:49 PDT)

Michael S. Frank, Executive Officer of MGSA

Name: Don Caramagno

Title: CEO

By  _____
David J. Byers (May 25, 2020 13:31 PDT)

David Byers, General Counsel for MGSA

EXHIBIT LIST

- A. Street light Maintenance Rate Schedule
- B. Member Inventory
- C. Pole Contact and Operating Agreement



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MEMORANDUM

DATE: September 14, 2023

TO: MGSA Board of Directors

FROM: Michael Frank, Executive Officer

SUBJECT: MGSA Executive Officer Recruitment and Article 9.3 of MGSA JPA Agreement

Recommendation:

By motion, 1) appoint an MGSA Ad Hoc Recruitment Board Subcommittee to conduct a recruitment for an Executive Officer, hire consultant recruiting support if needed up to \$8,000, and select one or two candidates with negotiated terms for consideration and approval by the full Board at its Regular Meeting on November 9th or at an earlier Regular Meeting; and 2) define compensation parameters for position.

Background:

The current Executive Officer, Michael Frank, started working for MGSA and entered into a Professional Services Agreement on February 8, 2016 as a result of a competitive recruitment process.

As outlined in the Joint Powers Agreement, a recruitment for the position was held four years later in 2020 where he was reappointed to the position. Mr. Frank recently provided the Board with notice that he would like to conclude his work as Executive Officer with MGSA by the end of the calendar year.

Discussion

The relevant section of the 2005 MGSA Joint Powers Agreement is below:

ARTICLE 9: EXECUTIVE OFFICER 9.1 There will be an Executive Officer of the Authority who shall be responsible for the administration of the Authority. The

Agenda Item E

Executive Officer shall be appointed by and may be removed for any reason by a majority vote of the Board. The Executive Officer shall be designated the Government Code§ 6505.1 officer who shall file an official bond. The Executive Officer is hereby delegated the authority by the Board to enter into agreements or modifications to agreements in an amount not to exceed \$25,000.00. By Resolution the Board may delegate to the Executive Officer any other power not expressly prohibited by law. 9.2 The Executive Officer shall cause an independent annual audit of the accounts and records to be conducted by a certified public accountant in compliance with the requirements of Section 6505 of the Government Code and generally accepted auditing standards. 9.3 The Authority shall solicit competitive applications, including compensation for the services of executive officer every four years. The first application process will be within two years after ratification of the JPA.

The Board should determine the appropriate recruitment process and timeline and, if desired, appoint an ad hoc Committee to lead the recruitment process. In addition, the Board should determine compensation parameters for the position.

Included in this packet is a draft job description and a skills and responsibilities document.

Attachments

Attach E1: Executive Officer Draft Job Description 2023

Attach E2: Executive Officer Skills and Responsibilities 2023



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 maringsa.com

MGSA Executive Officer Job Description

The Organization

The Marin General Services Authority (MGSA) is a Joint Powers Authority comprised of all Marin Cities/Towns and the County of Marin. It is a “virtual” agency and utilizes a partner agency for in-person Board Meeting space, mail receipt, and legally required documentation storage.

Additional information about the organization and individual programs can be found at <http://maringeneralservicesauthority.com/>. MGSA operates several inter-jurisdictional programs, including:

- Operation of the “Service Authority” for the county Abandoned Vehicle Abatement Program
- Operation of the Marin County Taxicab Regulation Program
- Budgetary review of the County Stormwater Pollution and Prevention Program
- Fiscal agent for the countywide Mediation Program
- Oversight of MarinMap, the countywide GIS system
- Coordination for the Marin Climate and Energy Partnership
- Management of the Animal Care and Control contract with Marin Humane
- Ownership/maintenance contract oversight of countywide streetlights
- Manages the application and review process for telecommunications equipment on MGSA-owned streetlights
- Runs the Cable Television Franchise and Public, Educational, and Government Program

The Executive Officer Position

The Executive Officer is a contract position subject to the terms and conditions of a professional services contract. MGSA provides all services through contracts and has no employees. A working knowledge of and executive or management experience in the operation of municipal/county government is a must. The role of the Executive Officer is to manage programs, professionals, and agency systems.

The workload can vary significantly from month to month based on workload and is paid assuming an average workload of 24 hours per week. Work timing and hours are under the control of the Executive Officer. Under the direction of the Board of Directors, who are all executive employees of member agencies, the Executive Officer performs the full duties of an executive officer, including:

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



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Executive Officer Role Overview

General Skills, Competencies, & Responsibilities

Information Technology

- Cloud Computing
 - Knowledge: Understand access, file structure, and security
 - Skill: DropBox software
- Manage VOIP phone system for all users
- Website
 - Design and content development/review
 - Knowledge: Structure and tools used to develop and manage
 - Skills: Blu Host / WordPress content management system
- Virtual Private Network
 - Knowledge: Connecting and problem-solving access to County network
- Munis County Financial System
 - Skills: Trained on invoicing, budget input and changes, and reporting
 - Training when needed
- Adobe Pro
 - Knowledge: Organizing, editing, exporting pdf documents, creating forms, signing documents, and PDF A records management
 - Electronic signatures
 - Skills: Adobe Pro
- MS Word
 - Skill: High
 - Knowledge: In depth knowledge needed of software including editing and review functions
- MS Excel
 - Skill: High
 - Knowledge: In depth knowledge needed regarding software functions including use of large, linked spreadsheets, conditional statements in formulas, and integration with MS Word.
- MS PowerPoint
 - Skill: High

- Knowledge: Detailed knowledge of software for Board presentations needed

Human Resources

- Supervise and manage 6 ongoing contract program coordinators and administrative support
- Recruit and manage process for new contractors as needed
- Develop and maintain operating manuals for contractor roles

Financial

- Accounts Payable and Receivables
 - Prepare all program and jurisdiction/agency spreadsheets to allocate costs for invoicing
 - Review and approve all invoices, account codes, deposits, and journal entries
- Annual Financial Audit
 - Retain firm
 - Generate reports from County Financial System
 - Work with Auditor to develop, review, and produce the Annual Year-End Financial Report
 - Skills: Working understanding of accrual accounting, fund structures, fund types, encumbrances, and fund balances
- Internal Controls
 - Work with Auditor to develop internal controls for check handling and revenue reconciliation
- Budgeting and Work Planning
 - Responsible for budgeting and budget review and reporting for all programs
 - Coordinate with all program liaisons on budget and plans for upcoming year
 - Prepare the Annual MGSA Budget Document and Annual Work Plan Document
- Cost Allocation – Allocate administrative costs equitably and in adherence to generally accepted accounting principles
- Federal and State Grants when awarded
 - Review grant and contract documents
 - Budget and review compliance
- Develop fund balance policies for different programs and financial accounts

Property Management – TAM Contract

- Manage contract for storage office, mail receipt, and other services
- Phone/copier/internet/wifi issues

Clerk Functions

- Records Retention and Destruction Management

- File structure
- Hard and electronic file systems
- Official Filings
 - Form 700
 - LAFCO reporting
- MGSA Board Agenda Process
 - Develop Agenda
 - Prepare or review/edit all staff reports
 - Format all staff reports
 - Prepare/write/edit/number/track all resolutions
 - Prepare minutes for adoption by Board and electronic filing
- Public and Other Agency Information Requests

Risk Management

- Manage insurance acquisition and renewal
- Develop and renew all contracts
- Review and evaluate existing insurance coverage and review with Board

Legislative Analysis

- Review, analyze, and develop recommendations regarding legislation related to MGSA programs where appropriate

Management Oversight

- General management oversight
- Board relations and new Board Member orientation
- Represent MGSA interests and facilitate MGSA goals and objectives with other agencies and associations (MTA, County, MPWA, Marin Planner's Association, MERA)

Other Responsibilities

- Respond to Grand Jury Reports where appropriate
- Develop and maintain consistent logo, website, letterhead, business cards and communication materials

Program Responsibilities

Streetlight Maintenance Program

- Monitor and ensure the proper operation of streetlights
- Manage streetlight contractor's contract
 - Get input from Marin public works directors
 - Change rates as outlined in contract

- Work with Board to go out for RFP or negotiate a new contract as appropriate
- Ensure all MGSA streetlight assets are inventoried and proper transfer of ownership from local agencies is documented along with managing ongoing process
- Facilitate accurate inventory of streetlights between PG&E, DC Electric, and MarinMap GIS.

Streetlight Telecommunications Program

- **NEW:** Telecommunications Equipment on Streetlights
 - Negotiate agreements with telecommunications carriers and providers
 - Conduct or manage the transactional aspects of the new program
 - Resolve any issues arising with carrier, MGSA's electrical contractor, and local jurisdictions
 - Ensure Agreement responsibilities are being met by carriers including collecting annual fees and all processing fees
 - Develop process to distribute fees to local agencies as determined by the MGSA Board

Taxicab Regulation

- Provide oversight and advise to program contractor
- Review and edit Board update staff reports
- Review cash handling procedures and tracking as well as internal controls and division of responsibilities
- Research non-check and non-cash options for Taxi Regulation Program
- Track legislative changes to program requiring changes

Abandoned Vehicle Abatement

- Provide oversight to program contractor
- Review, edit, develop, and approve allocation spreadsheets

Marin Climate Energy Partnership (MCEP)

- Provide oversight to program contractor
- Participate in monthly MCEP Executive Committee conference call and attend monthly MCEP Steering Committee to provide a "City Manager's" perspective
- Review Steering Committee agendas and work programs
- Monitor numerous grant terms for MGSA compliance

MarinMap

- Provide oversight to the contract manager on the MarinMap including reviewing and editing Board update staff reports
- Participate in MarinMap Steering Committee and Executive Sub-committee meetings if needed

- Resolve various issues that surface or intercede with various agencies if needed
- Work with County Assessor to provide needed information to MarinMap and local jurisdictions

Mediation Services

- Assess costs, collect payments, and distribute to the District Attorney's Office
- Provide updates to MGSA Board members
- Coordinate allocation methodology with District Attorney's Office

Marin County Stormwater Pollution Prevention Program (MCSTOPP)

- Work with County and MCSTOPP staff on annual budget which is reviewed and recommended annually by the MGSA Board to the Flood Control District
- Staff and facilitate any subcommittees or meetings needed to resolve issues related to the MCSTOPPP Budget including issues such as shared services and financial policies
- Work with MCSTOPPP Program Manager on issues of shared services for member jurisdiction and future budget strategies

Animal Care and Control

- Assume overall management of contract
 - Lead contract negotiations with Marin Humane with assistance from participating member jurisdictions
 - Budget preparation including coordinating allocation methodology with Marin Humane and coordination with County budget staff
 - Coordinating inquiries/complaints from the public or from member cities and towns
 - Respond to animal control policy issues
 - Prepare Board reports and work with County Counsel relative to any changes in the Animal Control Ordinance

Cable Franchise Television and Public, Educational, and Government Access

- Collect cable franchise fees on behalf of member agencies and distribute appropriately
- Collect State franchise public, educational, and government access fees and distribute to the designated access provider, Community Media Center of Marin County (CMCM)
- Oversee the Program's designated PEG access provider agreement with Community Media of Marin County (CMCM), interface with the Executive Director and Board of CMCM, and problem solve any issues that surface
- Manage consultant that audits state franchise holder records as appropriate and negotiate resolution of discrepancies with franchise holders