
BOARD MEETING AGENDA

DATE: September 12, 2024

TIME: 10:00 a.m.

PLACE: This meeting will be held in person at 900 Fifth Avenue, Suite 100, San Rafael.

How to Provide Comment

Members of the public may submit public comment by:

1. Emailing amcgill@marinjpas.org the day before the meeting.
2. Attending the meeting and speaking during public comment periods.

A. Report from Executive Officer (McGill)

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 9, 2024](#), Regular Meeting (McGill)

D. [Approve Minutes of June 17, 2024](#), Special Meeting (McGill)

E. Presentation on Marin Clean Energy Program (Christine O'Rourke)

F. [Consider and Approve Budget Modification for FY 2024/25 in the amount of \\$32,071.54 from Marin Map Fund Balance To Marin Map Operating Budget for the purchase of a new physical server.](#) (Wayne Bush)

G. [Consider and Approve a Memorandum of Understanding with the County of Marin to provide services to upgrade Marin Map applications from GeoCortex to ArcGIS and authorize the purchase of services in the amount of \\$52,800.](#) (Wayne Bush)

September 12, 2024, MGSA Board Agenda

H. [Consider Establishing a Board Ad-Hoc Committee to study the District Attorney's Office Mediation Program and make recommendations to the full Board.](#) (McGill)

I. **Adjournment**

NEXT SCHEDULED MEETING: November 14, 2024

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
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BOARD MINUTES FOR MEETING OF MAY 9, 2024

The MGSA Board Meeting came to order in person. The meeting started at 10:03 a.m.

MGSA Board Members Participating: Vice President Andy Poster, and Board Members: April Miller, Daniel Del Monte, Angela Robinson-Pinon, and Robert Zadnik were present.

Program Contractors Attending: Executive Officer Adam McGill, General Counsel Dave Byers, and MarinMap Program Coordinator Wayne Bush.

A. Report from Executive Officer

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

Administration

- Transition of Executive Officer is complete.

MarinMap

- Wayne Bush will provide an overview of his program during the budget presentation.

Taxi - No update.

Animal Care and Control Program - No update

CATV – Michael Eisenmenger will provide an overview of this program during item E.

Telecommunications - No small cell applications

B. Public Comment

None

C. Approve Minutes of March 14, 2024, Regular Meeting

Motion by Zadnik, seconded by Del Monte, to approve the minutes for the March 14, 2024, Board Meeting. Motion was approved 5 – 0. No public comment.

D. Approval of FY 2024/2025 MGSA Budget and Workplan

Report presented by the executive officer and Wayne Bush. Motion by Del Monte to approve the Budget and Workplan as presented with the following exceptions: Reduce \$30,000 to \$0 for telecommunication applications, refund excess balance in CATV accounts to members, delete LAFCO and replace with NMWD in the member listing of MarinMap, add language to the Mediation Program Work Plan item that specifies the proposed subcommittee with review and analysis all program options. Seconded by Miller, to approve Resolution 2024-05 with the above amendments. Motion was approved 5-0. No public comment.

E. Receive and File Community Media Center of Marin Budget and Capital Improvement Plan for FY 2024/2025.

Presentation by Michael Eisenmenger. No action by the Board. No public comment.

F. Receive and File Annual Report from the Marin County District Attorney regarding the Mediation Program.

The meeting was adjourned at 11:55 a.m.

Adam McGill, Executive Office



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BOARD MINUTES FOR MEETING OF JUNE 17, 2024

The MGSA Board Meeting came to order in person. The meeting started at 10:01 a.m.

MGSA Board Members Participating: President Greg Chanis, Vice President Andy Poster, and Board Members: April Miller, Daniel Del Monte, Angela Robinson-Pinon, and Amy Cunningham were present. Robert Zadnik was absent.

Program Contractors Attending: Executive Officer Adam McGill and General Counsel Patrick Richardson.

A. Public Comment

None

B. Review and approve a one-year extension (June 30, 2024 to June 30, 2025) of the Dedicated Access Provider agreement between Marin General Services Authority and Community Media Center of Marin.

Motion by Del Monte, seconded by Robinson-Pinon, to approve the extension as recommended. Motion was approved 4 – 0. No public comment.

The meeting was adjourned at 10:06 a.m.

Adam McGill, Executive Office



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MEMORANDUM

DATE: September 12, 2024

TO: MGSA Board of Directors

FROM: Wayne Bush, Marin Map Program Coordinator

SUBJECT: Consider and Approve Budget Modification for FY 2024/25 in the amount of \$32,071.54 from Marin Map Fund Balance To Marin Map Operating Budget for the purchase of a new physical server.

Recommendation

By motion, approve Resolution 2024 – 06 approving budget modification for FY 2024/25 in the amount of \$32,071.54 from Marin Map Fund Balance To Marin Map Operating Budget for the purchase of a new physical server.

Background

Marin Map has been setting aside funds annually to replace the organization’s physical server when it is due for replacement. The warranty for the current server expires in July 2024 and although the server is usable, without warranty, Marin Map is exposed to delays for replacement parts and services, potentially creating disruption of access by members, the public and adding to the County IT department’s workload.

The funds set aside were deemed unnecessary in the FY 2024/25 MGSA Budget because County IT, who provides technical services for Marin Map, expected to virtualize Marin Map’s server in their virtual server infrastructure. The ability to set up virtual space for Marin Map data meant that Marin Map no longer needed to set aside funds for a physical server, and the accumulated funds were to revert to the Marin Map Fund Balance for Fiscal Year 2024/25. The server set aside amount that reverted to the Fund Balance was \$28,000.

After the Budget was adopted, the County found that its virtual server component responsible for making internet traffic secure does not currently support securing a database connection for any users who are not on the County’s network. This creates a significant security risk for the entire county’s virtual machine environment because Marin Map allows members to tunnel direct into the server via an SDE (Spatial Database Engine) connection. Although this type of access is

gradually being replaced by accessing map services instead of a direct database connection, several member agencies are still using SDE to access Marin Map data and update in some cases the data. This alone might be addressed by requiring members to reset connections using map services, but some agencies have third party integrations that rely on SDE, most notably permit tracking software companies. As Marin Map is an integral part of agency permit tracking, SDE may need to continue to be used.

Since a physical server does not have the same software restrictions on security as a virtual server, Marin Map may need to continue with a physical server, for at least the current wave of technological advancements.

It is possible that all members may migrate from SDE to map services, including their third-party vendors. However, at this time, Marin Map needs to ensure full data access to all members and must allow for the purchase of a physical server.

County IT has received quotes for a server replacement (structured in two quotes for the hardware and related server software) in the amount of \$32,071.54. It is recommended that the monies for this purchase be reallocated from the Marin Map Fund Balance back to the Marin Map Operating Budget for this purchase, with the understanding that if members and their agents can use map services, the County will dedicate virtual server space for Marin Map data. If the virtual server scenario is workable, the funds will not be spent and revert to the Fund Balance at current year end.

Attachments

F1 Resolution 2024-06

F2 Quote

F2 Quote

Approve Budget Modification for FY 2024/25 in the amount of \$32,071.54 from Marin Map Fund Balance To Marin Map Operating Budget for the purchase of a new physical server.

RESOLUTION 2024 - 06

WHEREAS, the Marin General Services Authority Board of Directors has adopted an annual spending plan for its FY 2024/2025 operating Budget; and

WHEREAS the MGSA Board of Directors may as needed modify said adopted Budget for unforeseen circumstances; and

WHEREAS the purchase of a new physical server for Marin Map is now necessary and funds for the purchase of the new server were not included in the adopted FY 2024/25 Budget.

NOW THEREFORE, BE IT RESOLVED, THAT

1. FY 2024/25 MGSA Budget be amended as follows:
 - a. \$32,071.54 transferred from Marin Map Fund Balance To Marin Map Operating Budget for the purchase of a new physical server.

Adopted this 12th day of September 2024.

Ayes:

Noes:

Absent:

Greg Chanis
President, MGSA Board of Directors

Attested By:

Adam McGill
Executive Officer



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Quote Name:	Select Plus License Only	Sales Rep	Jerry Ear
Quote No.	Win SQL Server	Phone	(800) 456-3355, 7234810
Total	3000178284682.1	Email	Gerard_Ear@Dell.com
Customer #	144544571	Billing To	SARAH BROWN
Quoted On	Jun. 18, 2024		MARIN CO INFORMATION
Expires by	Jul. 17, 2024		SERVICES
Contract Name	Licensing Solution Provider		1600 LOS GAMOS DR
Contract Code	Agreement		STE 370
Customer Agreement #	C000000649501		SAN RAFAEL, CA 94903
	PSA-0001524		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Jerry Ear

Shipping Group

Shipping To	Shipping Method
JOSEPH HELWEE MARIN CO INFORMATION SERVICES 1600 LOS GAMOS DR STE 370 SAN RAFAEL, CA 94903 (415) 499-6309	Standard Delivery

Product	Unit Price	Quantity	Subtotal
VLA WINDOWS SERVER PER 2 CORE LIC 2022	\$87.84	8	\$702.72
VLA WINDOWS SERVER USER CLIENT 2022	\$29.92	5	\$149.60
VLA WINDOWS SERVER EXTERNAL CONNECTOR 2022	\$1,311.33	1	\$1,311.33
VLA SQL SERVER PER 2 LIC 2022	\$2,561.61	4	\$10,246.44

Subtotal:	\$12,410.09
Shipping:	\$0.00
Non-Taxable Amount:	\$12,410.09
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: \$12,410.09

License Subtotal for Commitment Term: \$0.00
*Excludes Taxes



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Shipping Group Details

Shipping To

JOSEPH HELWEE
MARIN CO INFORMATION
SERVICES
1600 LOS GAMOS DR
STE 370
SAN RAFAEL, CA 94903
(415) 499-6309

Shipping Method

Standard Delivery

		Unit Price	Quantity	Subtotal
VLA WINDOWS SERVER PER 2 CORE LIC 2022		\$87.84	8	\$702.72
Estimated delivery if purchased today: Jul. 02, 2024 Contract # C000000649501 Customer Agreement # PSA-0001524				
Description	SKU	Unit Price	Quantity	Subtotal
VLA WINDOWS SERVER PER 2 CORE LIC 2022	AB784322	-	8	-
		Unit Price	Quantity	Subtotal
VLA WINDOWS SERVER USER CLIENT 2022		\$29.92	5	\$149.60
Estimated delivery if purchased today: Jul. 02, 2024 Contract # C000000649501 Customer Agreement # PSA-0001524				
Description	SKU	Unit Price	Quantity	Subtotal
VLA WINDOWS SERVER USER CLIENT 2022	AB784358	-	5	-
		Unit Price	Quantity	Subtotal
VLA WINDOWS SERVER EXTERNAL CONNECTOR 2022		\$1,311.33	1	\$1,311.33
Estimated delivery if purchased today: Jul. 02, 2024 Contract # C000000649501 Customer Agreement # PSA-0001524				
Description	SKU	Unit Price	Quantity	Subtotal
VLA WINDOWS SERVER EXTERNAL CONNECTOR 2022	AB784305	-	1	-
		Unit Price	Quantity	Subtotal
VLA SQL SERVER PER 2 LIC 2022		\$2,561.61	4	\$10,246.44
Estimated delivery if purchased today: Jul. 02, 2024 Contract # C000000649501 Customer Agreement # PSA-0001524				
Description	SKU	Unit Price	Quantity	Subtotal
VLA SQL SERVER PER 2 LIC 2022	AC413748	-	4	-
		Unit Price	Quantity	Subtotal
		Subtotal:		\$12,410.09
		Shipping:		\$0.00
		Estimated Tax:		\$0.00
		Total:		\$12,410.09

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Bill To:

Marin County
 Attn: Patrick Dorn
 1600 Los Gamos Drive STE 370
 San Rafael, CA 94903

Phone: 415-473-2891
 Email: pdorn@marincounty.org

Ship To:

Marin County
 Attn: Joseph Helwee
 1600 Los Gamos Drive STE 370
 San Rafael, CA 94903

Phone: 415-473-2891
 Email: jhelwee@marincounty.org

Qty	Item Code	Description	Unit Price	Ext. Price
	DELL-NASPO-23026	NASPO# 23026 State Addendum #7-23-70-55-01		
PowerEdge R760 SQL Server - SATA 1CPU w/ no SW				
1	210-BDZY	PowerEdge R760 Server	\$17,996.75	\$17,996.75
	461-AAIG	Trusted Platform Module 2.0 V3		
	470-BBJF	2.5" Chassis with up to 16 SAS/SATA Drives, Smart Flow, Front PERC 11, 1 CPU		
	338-CPCK	Intel Xeon Gold 6534 3.9G, 8C/16T, 20GT/s, 22.5M Cache, Turbo, HT (195W) DDR5-4800		
	374-BBBX	No Additional Processor		
	379-BFFD	No HBM		
	412-ABCR	Heatsink for 1 CPU configuration (CPU greater than 165W)		
	370-AAIP	Performance Optimized		
	370-BBRX	5600MT/s RDIMMs		
	780-BCDS	Unconfigured RAID		
	405-AAZB	PERC H755 SAS Front		
	750-ADWP	Front PERC Mechanical Parts, rear load		
	384-BBBL	Performance BIOS Settings		
	800-BBDM	UEFI BIOS Boot Mode with GPT Partition		
	387-BBEY	No Energy Star		
	750-ADRE	High Performance Fan x6		
	450-AKYB	Dual, Hot Plug, Power Supply (1+1) Redundant 1400W 2U		
	330-BBYB	Riser Config 9, 3x8 FH Slots (Gen5), 1x16 LP Slot (Gen4)		
	329-BKCH	Motherboard supports ONLY CPUs below 250W (cannot upgrade to CPUs 250W and above), MLK		
	528-CTIC	iDRAC9, Enterprise 16G		
	528-CTZH	OpenManage Enterprise Advanced Plus		
	540-BCOC	Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0		
	540-BDKD	Broadcom 5720 Dual Port 1GbE LOM		

If you have any questions regarding this quotation, please contact:
 Tim Haydon | 858-229-3707 | tim@sidepath.com

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Qty	Item Code	Description	Unit Price	Ext. Price
	470-AEYU	No Cables Required		
	321-BHMY	Dell Luggage Tag		
	325-BEVI	PowerEdge 2U Standard Bezel		
	403-BCRU	BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)		
	470-AFMF	BOSS Cables and Bracket for R760 (Riser 1)		
	350-BBYX	No Quick Sync		
	379-BCSG	iDRAC, Legacy Password		
	379-BCQX	iDRAC Service Module (ISM), NOT Installed		
	379-BCQY	iDRAC Group Manager, Disabled		
	611-BBBF	No Operating System		
	605-BBFN	No Media Required		
	770-BEKK	ReadyRails Sliding Rails		
	750-ACOM	Fan Foam, HDD 2U		
	631-AACK	No Systems Documentation, No OpenManage DVD Kit		
	340-DCEP	PowerEdge R760 Shipping		
	340-DJQY	PowerEdge R760 Shipping Material		
	343-BBSU	PE R760 No CCC or CE Marking		
	707-7810	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended		
	707-7832	ProSupport 4-Hour 7x24 Onsite Service 3 Years		
	707-7987	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years		
	886-5653	Dell Hardware Limited Warranty Plus On-Site Service		
	975-3462	Dell Limited Hardware Warranty Plus Service, Extended Year(s)		
	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		
	841-6052	Keep your Hard Drive For Enterprise 5 Years		
	900-9997	On-Site Installation Declined		
	370-BBRQ	(8) 16GB RDIMM, 5600MT/s, Single Rank		
	400-AZVM	(7) 960GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD		
	450-AALV	(2) Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)		
	540-BDHF	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height, V2		
	540-BDLL	Broadcom 57454 Quad Port 10GbE BASE-T Adapter, PCIe Low Profile		
	407-BCGJ	(4) SFP28 SR Optic, 25GbE, 85C, for all SFP28 ports		

Payment Terms from Ship Date: Net 30

Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.

CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

Product Total	\$17,996.75
Taxes	\$1,664.70
Shipping	\$0.00

If you have any questions regarding this quotation, please contact:

Tim Haydon | 858-229-3707 | tim@sidepath.com

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Grand Total	\$19,661.45
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Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by Sidepath's Purchasing Terms and Conditions, which are located at: www.sidepath.com/terms. The Purchasing Terms and Conditions are incorporated herein by reference and available in hard copy upon your request.

Note: Sidepath will collect sales tax for orders shipped to these six states: AZ, CA, MA, NV, TX and WA. For orders shipped outside of these six states, it will be the customer's responsibility to report the tax as Sales & Use Tax.

Please contact me if I can be of further assistance.

THANK YOU FOR YOUR BUSINESS!

Accepted by: _____ Title: _____ Date: _____ PO: _____

If you have any questions regarding this quotation, please contact:
Tim Haydon | 858-229-3707 | tim@sidepath.com

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

MEMORANDUM

DATE: September 12, 2024

TO: MGSA Board of Directors

FROM: Wayne Bush, Marin Map Program Coordinator

SUBJECT: Authorize the Executive Officer to Execute a Memorandum of Understanding with the County of Marin to provide services to upgrade Marin Map applications from GeoCortex to ArcGIS and authorize the purchase of services in the amount of \$52,800.

Recommendation

By motion, approve Resolution 2024 – 07 authorizing the Executive Officer to execute a Memorandum of Understanding with the County of Marin to provide services to upgrade Marin Map applications from GeoCortex to ArcGIS and authorize the purchase of services in the amount of \$52,800.

Background

As part of Marin Map and Marin County’s strategic planning processes, Marin County IT, which provides technical services to Marin Map, has determined that all Marin Map applications need to be upgraded from their current platform of GeoCortex to ESRI ArcGIS. GeoCortex has security issues that need to be addressed as soon as feasible, and it is an older platform with fewer available experts to service it. Many GIS online applications are migrating to ArcGIS to stay within the ESRI world where virtually all GIS software resides.

The County, with its own GIS applications, is also upgrading to ArcGIS, and using the assistance of a third-party contractor, ProWest. County IT has offered to have the upgrade performed on behalf of Marin Map, using ProWest. They have received a quote of \$52,800 for this work.

The attached Agreement between MGSA and the County is necessary for the County to incur the work and obtain reimbursement. Without this Agreement, MGSA would need to solicit proposals from qualified vendors and execute an agreement for services and manage the work. Marin County has the expertise to best manage this technical service and it will be more efficient since they expect to manage a provider contract for the same work for their applications.

The FY 2024/2025 Marin Map Budget includes a line item for this effort, under a project named Strategic Plan Implementation in the amount of \$58,000.

Attachments

G1 MOU between the County of Marin and MGSA

G2 Resolution 2024-07

**AGREEMENT BETWEEN MARIN GENERAL SERVICES AUTHORITY
AND THE COUNTY OF MARIN BY AND THROUGH ITS DEPARTMENT OF
INFORMATION SERVICES AND TECHNOLOGY**

This Agreement is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between Marin General Services Authority (hereinafter “MGSA”), a Joint Powers Agency, and the County of Marin by and through its Department of Information Services and Technology (hereinafter “IST”) regarding the conversion of MarinMap applications from the GeoCortex platform to the ArcGIS platform (“Project”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, MGSA and IST hereby agree as follows:

1. PROVISION OF SERVICES FOR THE PROJECT

- A. MarinMap is a group of local governments, special districts and other public agencies that have joined together to create a Geographic Information System (GIS) (hereinafter “MarinMap”). These member agencies are contractually organized through a Joint Exercise of Power Agreement as a project of MGSA.
- B. IST currently provides technical services to MarinMap through a separate agreement with MGSA. MGSA has requested additional support from IST regarding the Project. Throughout the term of this Agreement, and subject, if applicable to the direction of MarinMap’s governing board, IST agrees to and shall furnish technical support and/or supervision necessary to complete the Project for MGSA.
- C. The services to be provided by or through IST shall also include but is not limited to: all management, operating, administrative and support services reasonably necessary or desirable to complete the Project, and the ability to enter into a contractual relationship(s) with third party(ies) for the provision of software or other technical services so as to complete the Project.

2. REIMBURSEMENT OF EXPENSES FOR THE PROJECT

MGSA will be solely responsible for all costs and obligations associated with the Project, including but not limited to reimbursement of all costs and obligations incurred by IST for any costs and obligations expended by IST for the Project, currently estimated to be fifty-two thousand eight hundred dollars (\$52,800.00).

3. TERM OF AGREEMENT

The Term of this Agreement shall begin on the Effective Date and will be in effect until completion of the Project or until any party terminates earlier pursuant to

Section 4 of this Agreement. IST may, at its sole discretion, extend the Term of this Agreement for one (1) year by written notice to MGSA within ten (10) days of this Agreement's expiration of Term.

4. TERMINATION

Either party may terminate or temporarily suspend this Agreement without cause upon thirty (30) days written notice personally delivered and emailed to the other party.

Either party may terminate or temporarily suspend this Agreement for cause upon fifteen (15) days written notice personally delivered and emailed to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) days' time period.

Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other party.

5. INDEMNITY

MGSA shall defend, hold harmless, and indemnify IST, its elected and appointed officials, officers, agents, and/or employees from any and all claims for injuries to persons and/or damage to property which arise out of the performance of this Agreement and which result from the negligent acts or omissions of MGSA, its officers, agents and/or employees.

IST shall defend, hold harmless, and indemnify MGSA, its elected and appointed officials, officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property, which arise out of the performance of this Agreement and which result from the negligent acts or omissions of IST, its officers, agents, and/or employees.

6. NOTICES

All notices required under this Agreement shall be in writing and shall be delivered by personal delivery and by email transmission addressed as follows:

A. IST: County of Marin
Department of Information Services and Technology
1600 Los Gamos Drive, Suite 370
San Rafael, CA 94903
Attn.: Liza Massey, Chief Information Officer
Email: liza.massey@marincounty.gov

B. MGSA: Marin General Services Authority
900 Fifth Avenue, Suite 100
San Rafael, CA 94901
Attn: Adam McGill, Executive Officer
Email: amcgill@marinjpas.org

C. Notice by personal delivery shall be deemed given as of the date of personal service. Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day.

7. DISPUTE RESOLUTION

Should any disagreement or dispute between the parties arise concerning interpretation, implementation and/ or enforcement of any of the terms or subject matter of this Agreement, the parties shall submit such dispute to mandatory mediation before an agreed-upon mediator, each party to pay an equal share of the mediation fees and each party to pay its own attorneys' fees and legal costs. Should the parties be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them.

Should mediation be unsuccessful, then the parties each agree that they shall submit their dispute to binding arbitration before a mutually agreeable arbitrator. If they cannot agree upon an arbitrator, they shall select an arbitration service which shall select an arbitrator for them. The parties each shall pay an equal portion of the arbitration fees and each party shall pay its own attorneys' fees and legal costs, it hereby being agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing party.

The parties each hereby expressly waives any and all rights to have disputes under this Agreement decided by court action, court trial, jury trial or any other legal action of any kind or type, other than the mandatory mediation and binding arbitration process specified above. However, in emergency or extraordinary circumstances, either or both parties may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation/arbitration process specified above. It is the express intent of both parties to have any and all disputes under this Agreement resolved by the above specified mediation/ arbitration process and in as timely and economical manner as possible.

8. INDEPENDENT CONTRACTOR

It is understood that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement. No employees or agents of one

party or any its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party.

9. DOCUMENTS

During the progress of work on any project or service as described in this Agreement, all records, documents, materials of evidence, and communications related to each project or service provided under the Agreement, and any subsequent amendments shall be provided to and kept by the parties for whom the service is provided.

10. GOVERNING LAW

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

11. ENTIRE AGREEMENT -- AMENDMENTS

The terms and conditions of this Agreement represent the entire Agreement of the parties with respect to the subject matter of this Agreement. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter of this Agreement. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

12. SEVERABILITY

If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would continue to serve the purposes and objectives originally contemplated by the parties.

13. FORCE MATEURE

Any provision, delay, or stoppage which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or requisitions or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, epidemics or pandemics, gubernatorial orders, orders of the County Health Officer, or other causes beyond reasonable control of the party obligated to perform hereunder, shall excuse performance by such party for a period equal to the duration of such prevention, delay, or stoppage.

14. BINDING AUTHORITY OF SIGNATORIES

Each of the signatories below represents and warrants that he/ she possesses full legal authority to contract for and legally bind his/her respective public entity to this Agreement and all its terms/ provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF MARIN

MARIN GENERAL SERVICES
AUTHORITY

DENNIS RODONI, President
Board of Supervisors

Adam McGill, Executive Officer

APPROVED AS TO FORM:

Liza Massey, Chief Information Officer
Department of Information Services and Technology

Authorizing the Executive Officer to execute a Memorandum of Understanding with the County of Marin to provide services to upgrade Marin Map applications from GeoCortex to ArcGIS and authorize the purchase of services in the amount of \$52,800.

RESOLUTION 2024 - 07

WHEREAS the County of Marin IT Department provides IT support services to MarinMap; and

WHEREAS MarinMap’s applications require an upgrade from GeoCortex systems to ArcGIS systems; and

WHEREAS the County of Marin will purchase and install said upgrades on behalf of Marin Map through a reimbursement agreement in the amount of \$52,800.

WHEREAS the Marin Map approved FY 2024/25 Budget includes sufficient pre-identified funds to support this purchase

NOW THEREFORE, BE IT RESOLVED, THAT

1. The Executive Officer is authorized to execute a Memorandum of Understanding with the County of Marin to provide services to upgrade Marin Map applications from GeoCortex to ArcGIS and authorize the purchase of services in the amount of \$52,800

Adopted this 12th day of September 2024.

Ayes:

Noes:

Absent:

Greg Chanis
President, MGSA Board of Directors

Attested By:

Adam McGill
Executive Officer



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

MEMORANDUM

DATE: September 12, 2024

TO: MGSA Board of Directors

FROM: Adam McGill, Executive Officer

SUBJECT: Consider Establishing a Board Ad-Hoc Committee to study the District Attorney's Office Mediation Program and make recommendations to the full Board.

Recommendation

Establish a Board Ad-Hoc Committee to study the District Attorney's Office Mediation Program, consistent with the Board's adopted FY 2024/25 Work Plan and make recommendations to the full MGSA Board and Marin Manager's Association.

Background

The Consumer Protection Unit of the Marin County District Attorney's Office - Mediation Program handles consumer-business disputes, animal, neighborhood, and landlord-tenant disputes among others. It also provides education to consumers, retailers, neighbors, landlords, tenants, and others and is a public resource for consumer rights information. This program is offered and available to residents of Marin who have experienced some difficulty in a business transaction or other dispute and assists the parties in an effort to obtain a resolution of their dispute, short of going to court. MGSA's primary role is invoicing and collection of funds as well as coordinating communications with the Marin Managers' Association for the District Attorney's Annual Report regarding the program.

Some MGSA Board Members have expressed concern that the District Attorney's Office could create a perception of being a barrier to services for some members of the community who may not feel comfortable seeking assistance from a law enforcement agency. As such, the MGSA Board's adopted FY 2024-25 Work Plan includes the initiative:

- Create a Board subcommittee to conduct a Mediation Program Review of the District Attorney managed mediation service to determine if the program as is performs to the contemporary needs of the community.
 - Make a recommendation to the Board as to any changes to the existing program or if a new program should be developed.

Although the Work Plan initiative includes the language “establish a Board Subcommittee...” should the Board wish to proceed with this action, Staff recommends the Board create a Board Ad Hoc Committee rather than a Board subcommittee.

Ad Hoc committees are created for a specific purpose, without continuing subject matter jurisdiction, are not “legislative bodies” under the provisions of the Brown Act such that agendas, notice, and other requirements must be met, and automatically dissolve once their task has been complete. Standing Committees, on the other hand, with continuing subject matter jurisdiction, are more permanent in nature and are required to post their agendas, make their meetings publicly accessible, and comply with other provisions of the Brown Act.

Establishing an Ad Hoc Committee would be more efficient and flexible allowing the members to meet at convenient times, virtually if necessary, and include other stakeholders as the Ad Hoc Committee determines necessary such as members of the Marin Manager’s Association, District Attorney’s Office, or others that may contribute to the Ad Hoc Committee’s work.

The Ad Hoc committee may include no more than two members of the MGSA Board and other MGSA Board Members could not attend any Ad Hoc meetings in any form. The Board must determine in its motion to establish an Ad Hoc Committee that the Ad Hoc Committee would not have continuing subject matter jurisdiction and direction regarding its tasks, scope of work, timeline, and completion date. The Ad Hoc Committee would automatically, unless an extension is approved by the full Board, terminate on the established completion date.

Attachments

None