



CITY of BRISBANE

City Council Meeting Agenda

Thursday, February 20, 2020 at 7:45 PM • City Hall 50 Park Place, Brisbane, CA 94005

1. 6:45 PM CLOSED SESSION (to be held in the Large Conference Room)

- A. Approval of the Closed Session Agenda
- B. Public Comment. Members of the public may address the Councilmembers on any item on the closed session agenda
- C. Adjournment into Closed Session
- D. Conference with legal counsel--Anticipated litigation. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 (Two potential cases)

2. CALL TO ORDER & PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ADOPTION OF AGENDA

5. PRESENTATIONS AND AWARDS

- A. New City of Brisbane Website

6. ORAL COMMUNICATIONS NO.1

7. CONSENT CALENDAR

- A. Adopt City Council Special Meeting Minutes of January 16, 2020
- B. Accept Investment Report as of December 2019
- C. Adopt Ordinance No. 648, Waiving Second Reading, Adding §6.08.115 "Harassment of Animals" to the Brisbane Municipal Code
- D. Adopt Resolution No. 2020-14 Acknowledging North County Fire Authority Regarding the Inspection of Certain Occupancies Required to Perform Annual Inspections in Such Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code
- E. Approve Brisbane Building Efficiency Program Implementation Contract with The Energy Coalition for \$99,000
- F. Approve Resolution No. 2020-15 approving the "Second Amendment to Communications Site Lease Agreement with SpectraSite Communications, LLC," and authorize the Mayor to sign the amendment on the city's behalf

- G. Approve Resolution Nos. 2020-16 and 2020-17 Establishing the Classification of Sustainability Manager and Communications Manager and Amending the Master Pay Schedule

8. NEW BUSINESS

- A. Midyear Budget Update

9. STAFF REPORTS

10. MAYOR AND COUNCIL MATTERS

- A. Countywide Assignments/Subcommittee Reports
- B. Update on City Council Commission and Committee Applications
- C. City Council Meeting Schedule
- D. Written Communications

11. ORAL COMMUNICATIONS NO.2

12. ADJOURNMENT

TO ADDRESS THE COUNCIL

City Council agenda materials may be viewed online at www.brisbaneca.org, in the City Hall Lobby, and in the Brisbane Library at least 24 hours prior to a Special Meeting, and at least 72 hours prior to a Regular Meeting. Persons wishing to address the Council should fill out a speaker card at the meeting and deliver the speaker card to the City Clerk or announce an intention to speak on an item once it is called.

PUBLIC MEETING VIDEOS

Public Meetings can be viewed live and/or on-demand via the City's YouTube Channel, www.youtube.com/brisbaneca, or on Comcast Channel 27. Archived videos can be replayed on the City's website via the All Meetings Page (<http://brisbaneca.org/city-government/meetings>).

SPECIAL ASSISTANCE

If you need special assistance to participate in this meeting, please contact the City Clerk at (415) 508-2113. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A.

Item Attachment Documents:

- A. Adopt City Council Special Meeting Minutes of January 16, 2020



BRISBANE CITY COUNCIL**ACTION MINUTES**

CITY OF BRISBANE CITY COUNCIL**SPECIAL MEETING****THURSDAY, JANUARY 16, 2020***BRISBANE CITY HALL LARGE CONFERENCE ROOM, 50 PARK PLACE, BRISBANE***6:30 P.M. CALL TO ORDER**

Mayor O'Connell called the meeting to order at 6:33 p.m.

MAYOR/COUNCIL MATTERS**A. Council discussion and approval of committee assignments**

Mayor and Councilmembers reviewed the County assignments and subcommittees list for 2020. City Council Subcommittees removed the following assignments from the previous year's list due to lack of subcommittee activity: Health & Safety Issues, Library Stakeholders Group, State Relations Ad Hoc, Senior Outreach Ad hoc, Charter City Ad Hoc, Liaison with Chamber of Commerce, and Home for All Council Assignment. Exhibit A lists the City Council County assignments and subcommittees for 2019.

ADJOURNMENT

The meeting was adjourned at 6:50 p.m.

Ingrid Padilla
City Clerk

EXHIBIT A

2020**CITY OF BRISBANE - CITY COUNCIL ASSIGNMENTS**

The following is a list of Commissions, Subcommittees, Boards, Councils and Associations for which the Council selects a representative(s).

<u>County/Other JPA Assignments</u> <u>Sched.</u>	<u>Representative/Alternate</u>	<u>Mtg</u>
1. Association of Bay Area Governments http://www.abag.ca.gov/	Mayor/Mayor Pro Tem	Annually/April
2. League of California Cities http://www.cacities.org	Mayor/Mayor Pro Tem	Conferences
3. Airport Land Use Committee http://ccag.ca.gov/committees/	Terry O'Connell, Rep. Madison Davis, Alt	4 th Thurs/mo 4-6 pm
4. San Mateo County Emergency Services Council http://hsd.smcsheriff.com/	Karen Cunningham	3 rd Thurs/mo/Quart 5:30 pm
5. City/County Association of Governments http://ccag.ca.gov/committees/board-of-directors/	Karen Cunningham, Rep. Cliff Lentz, Alt	2 nd Thurs/mo 6:30-9:30pm
6. Peninsula Traffic Congestion Relief Alliance http://commute.org/	Cliff Lentz Clarke Conway, Alt	3 rd Thurs/bi-monthly 8 – 9:30 am
7. County Library JPA Liaison with Friends of the Brisbane Library http://www.smcl.org/en/node/11	Karen Cunningham Clarke Conway, Alt	2 nd Mon/bi-monthly 8:15 am
8. SMC Pre-Hospital EMS Group Board of Directors (JPA-ALS Paramedic)	Karen Cunningham Terry O'Connell, Alt	3 rd Wed of Jan/May/Sept 6 pm
9. Airport Community Roundtable http://sforoundtable.org	Terry O'Connell Madison Davis, Alt	1 st Wed/mo 7 pm
10. North County Fire Authority Board of Directors/Fire Services (JPA Board)	Madison Davis Terry O'Connell	Once a year in June/July
11. Housing Endowment & Regional Trust (HEART) Member Agency Committee Member www.heartofsmc.org	Cliff Lentz (City rep)	4 th Wed/mo 3-4:30pm
12. Brisbane Baylands Community Advisory Group (BBCAG)	Madison Davis Terry O'Connell	As Needed 7-9 pm

- | | | |
|--|---|------------------------------------|
| 13. Peninsula Clean Energy JPA
(SM County)
www.peninsulacleanenergy.com | Madison Davis
Clay Holstine, Alt | 4 th Thurs/mo
7-9 pm |
| 14. Brisbane Emergency Services Council
(Mayor & SMC Emergency Services Council Rep) | Terry O'Connell
Karen Cunningham | |
| 15. BAWSCA Bay Area Water Supply Conservation Agen
(City Representative) | Sepi Richardson
(Term expires 6/30/23) | 3 rd Thurs/mo
7pm |
| 16. Caltrain Modernization Local Policy Maker Group
www.caltrain.com/calmod
(assigned at Council Mtg of 9/7/17) | Terry O'Connell
Cliff Lentz, Alt | 4 th Thursday at
6pm |

City Council Subcommittees**Representative/Alternate**

- | | |
|---|-------------------------------------|
| 17. Infrastructure, Utilities, & Franchise
(<i>Water & Sewer, rates & plans, Franchise agreements, Other Infrastructure plans, Storm drains, streets, City Facilities - buildings, marina, etc.</i>) | Clarke Conway
Terry O'Connell |
| 18. School/City Ad hoc Subcommittee 2x2 | Clarke Conway
Cliff Lentz |
| 19. Education Ad hoc Subcommittee Meeting
(<i>created 1/17/19</i>) | Clarke Conway
Cliff Lentz |
| 20. Fiscal & Administrative Policies
(<i>Review of Fiscal policies, such as OPEB, Fund Balances Policies, unfunded liabilities.</i>) | Terry O'Connell
Karen Cunningham |
| 21. Affordable Housing | Cliff Lentz
Madison Davis |
| 22. Public Information/Technology
(<i>Website, Newsletter, Broadcasting</i>) | Madison Davis
Karen Cunningham |
| 23. Economic Development | Karen Cunningham
Cliff Lentz |
| 24. Baylands
(<i>All things Baylands, BSP - UPC application and its various studies, i.e., financial, survey, sustainability, HSR, Soil Processing, Recology</i>) | Cliff Lentz
Karen Cunningham |
| 25. Sierra Point Design Guidelines
(Ad Hoc) | Terry O'Connell
Cliff Lentz |
| 26. History Subcommittee | Clarke Conway
Madison Davis |

A.

27. Airport Noise Subcommittee

Terry O'Connell
Madison Davis

28. Crocker Park Noise Ad hoc
(created 10/26/17)

Cliff Lentz
Karen Cunningham

29. Star City Music Festival Ad Hoc

Madison Davis
Cliff Lentz

30. Planning Issues

Terry O'Connell
Karen Cunningham

31. Cannabis Issues Ad hoc
(created 1/17/19)

Madison Davis
Terry O'Connell

32. Luna Fest Film Festival Ad hoc
(created 1/17/19)

Madison Davis
Terry O'Connell

33. Public Art Advisory Committee &
Public Art Selection Committee

Madison Davis
Karen Cunningham

34. Beautification Ad hoc Subcommittee
(created 9/5/19)

Karen Cunningham
Renee Marmion, P&R
+ 1 OSEC Member
+ 1 Complete Streets

Council Liaisons

Representative/Alternate

35. Liaison to Parks & Recreation Commission

Madison Davis
Karen Cunningham

36. Liaison to Open Space & Ecology Committee

Karen Cunningham
Terry O'Connell

37. Liaison to Planning Commission

Cliff Lentz
Terry O'Connell

38. Liaison to Complete Streets Safety Committee

Karen Cunningham
Clarke Conway

Elected Appointments

Representative

39. MTC/ABAG's Housing Bill Legislative Task Force
(voted at City Selection Committee Meeting on 3/14/19)

Cliff Lentz

40. C/CAG's Bicycle and Pedestrian Advisory Committee
(BPAC) (elected on 3/14/19)

Karen Cunningham

B.

Item Attachment Documents:

B. Accept Investment Report as of December 2019

CITY OF BRISBANE
CASH BALANCES & INVESTMENTS
SOURCE OF FUNDING
December 31, 2019

NAME OF DEPOSITORY	INVESTMENT TYPE	DATE OF INVESTMENT	FACE VALUE OF INVESTMENT	CARRY VALUE OF INVESTMENT	MARKET VALUE OF INVESTMENT	COUPON INTEREST RATE %	MATURITY DATE	RATING/ COLLATERAL
WELLS FARGO	Checking A/C		\$ 3,945,797	\$ 3,945,797	\$ 3,945,797	0.000		
STATE FUND (LAIF)	Deposit on call	continuous	\$ 10,834,307	\$ 10,834,307	\$ 10,834,307	2.120	on call	no rating
Other Investments								
	FHLB	7/13/2017	\$ 500,000	\$ 499,625	\$ 500,010	1.750	7/13/2020	
	FFCB	7/24/2020	\$ 500,000	\$ 500,000	\$ 500,005	1.700	7/24/2020	
	FHLM	8/10/2016	\$ 500,000	\$ 500,000	\$ 499,620	1.450	8/10/2020	
	FFCB	8/24/2016	\$ 1,000,000	\$ 1,000,000	\$ 997,480	1.320	8/24/2020	
	FHLM	8/25/2016	\$ 500,000	\$ 500,000	\$ 499,525	1.500	8/25/2020	
	FHLB	9/18/2017	\$ 500,000	\$ 500,000	\$ 499,900	1.600	9/18/2020	
	Capital One Bank CD	10/15/2015	\$ 250,000	\$ 250,000	\$ 250,581	2.200	10/21/2020	
	Discover Bank CD	10/15/2015	\$ 250,000	\$ 250,000	\$ 250,581	2.200	10/21/2020	
	FHLM	8/25/2016	\$ 1,000,000	\$ 1,000,000	\$ 1,000,110	1.500	2/25/2021	
	FFCB	12/8/2016	\$ 500,000	\$ 500,000	\$ 500,000	1.950	3/8/2021	
	FFCB	3/23/2016	\$ 500,000	\$ 500,000	\$ 498,670	1.850	3/23/2021	
	FNMA	7/27/2016	\$ 500,000	\$ 500,000	\$ 496,865	1.500	7/27/2021	
	FNMA	7/28/2016	\$ 1,000,000	\$ 1,000,000	\$ 997,730	1.520	7/28/2021	
	Capital One National Association	11/23/2016	\$ 250,000	\$ 250,000	\$ 251,212	2.000	11/23/2021	
	Wells Fargo	11/30/2016	\$ 250,000	\$ 250,000	\$ 251,232	2.000	11/30/2021	
	Sallie Mae Bank	5/9/2019	\$ 245,000	\$ 245,000	\$ 249,920	2.550	5/9/2022	
	Morgan Stanley	6/6/2019	\$ 245,000	\$ 245,000	\$ 250,078	2.560	6/6/2022	
	Comenity Capital Bank	4/28/2019	\$ 248,000	\$ 248,000	\$ 255,832	2.650	4/28/2023	
	Morgan Stanley	5/2/2019	\$ 245,000	\$ 245,000	\$ 252,714	2.650	5/2/2023	
	Goldman Sachs	5/1/2019	\$ 246,000	\$ 246,000	\$ 256,798	2.650	5/1/2024	
	FFCB	11/27/2019	\$ 1,000,000	\$ 1,000,000	\$ 1,000,380	1.890	11/27/2024	
	FHLB	12/19/2019	\$ 1,000,000	\$ 1,000,000	\$ 999,260	2.000	12/19/2024	
BNY Mellon	Treasury Obligations	continuous	\$ 3,219,490	\$ 3,219,490	\$ 3,219,490	1.200	on call	110% collateral
Sub-total			\$ 14,448,490	\$ 14,448,115	\$ 14,477,992			
U.S. Bank	2014 BGPGA Bond (330)	Improvements	Fed Treas Obl		10031			
		Reserve Fund	Fed Treas Obl	\$ 1	10032			
		Revenue Fund	Fed Treas Obl		10034			
		Expense Fund	Fed Treas Obl		10035			
		Principal	Fed Treas Obl	\$ 32	10036			
		Interest Fund	Fed Treas Obl	\$ 5	10037			
BNY Mellon	2006 Pension Bonds (340)	Expense Fund	Fed Treas Obl	\$ 148,519	10035			
U.S. Bank	2015 Utility Capital (545)	Improvements	Fed Treas Obl	\$ 2,343,726	10031			
		Reserve	Fed Treas Obl	\$ 167	10032			
		Expense Fund	Fed Treas Obl	\$ 0	10035			
BNY Mellon	2013 NER Refinance (796)		Fed Treas Obl		10030			
		Improvements	Fed Treas Obl		10031			
		Reserve	Fed Treas Obl	\$ 259,483	10032			
		Redemption	Fed Treas Obl		10035			
		Debt Service	Fed Treas Obl		10036			
PARS	OPEB Trust	Trust Cash	Investments	\$ 2,932,676	13050			
PARS	Retirement Trust	Trust Cash	Investments	\$ 1,183,413	13050			
Sub-total	Cash with Fiscal Agents			\$ 6,868,022				
Total other investments			\$ 14,448,490	\$ 21,316,137	\$ 14,477,992			
TOTAL INVESTMENTS & CASH BALANCES			\$ 29,228,594	\$ 36,096,241	\$ 29,258,096			

Outstanding Loans to Department Heads

	Date of loan	Amount	Amount Remaining	Interest Rate
Stuart Schillinger	4/1/2002	318,750	\$ 318,750	Based on Sales Price
Clay Holstine (1)	7/8/2008	300,000	\$ -	Paid off 12/28/2016
Clay Holstine (2)	9/10/2008	200,000	\$ 200,000	Secured by other funds
Randy Breault	10/22/2001	320,000	\$ 68,917	3.34%

FFCB - Federal Farm Credit Bank
FHLB - Federal Home Loan Bank
FHLM - Federal Home Loan Mortgage Corporation
FNMA -Federal National Mortgage Association

Two year Treasury	1.57%	
Weighted Interest	1.61%	
Weighted maturity	0.91	Years

TREASURER'S CERTIFICATE

These are all the securities in which the city funds including all trust funds and oversight agencies funds are invested and that (excluding approved deferred compensation plans) and that all these investments are in securities as permitted by adopted city policy.

It is also certified that enough liquid resources (including maturities and anticipated revenues) are available to meet the next six months' cash flow.

Stuart Schillinger
CITY TREASURER

C.

Item Attachment Documents:

- C. Adopt Ordinance No. 648, Waiving Second Reading, Adding §6.08.115 “Harassment of Animals” to the Brisbane Municipal Code



CITY COUNCIL AGENDA REPORT

Meeting Date: February 20, 2020

From: Director of Public Works/City Engineer

Subject: Addition to BMC Title 6 (Animals)

Recommendation

Adopt Ordinance No. 648, waiving second reading adding Section 6.080115 of the Brisbane Municipal Code concerning "Harassment of Animals."

Background

This ordinance was introduced at the regular City Council meeting held on January 16, 2020, and was passed unanimously with no requested changes.

Attachments

1. January 16, 2020 staff report

A handwritten signature in blue ink that reads "Randy Breault".

Randy Breault, Public Works Director

A handwritten signature in blue ink that reads "Clay L. Holstine".

Clay Holstine, City Manager



CITY COUNCIL AGENDA REPORT

Meeting Date: January 16, 2020

From: Director of Public Works/City Engineer

Subject: Ordinance 648 – Harassment of Animals

Community Goal/Result

Ecological Sustainability - Brisbane will be a leader in setting policies and practicing service delivery innovations that promote ecological sustainability

Purpose

To revise Chapter 6.08 of the Brisbane Municipal Code (BMC) to include prohibitions on feeding wild animals.

Recommendation

Introduce Ordinance No. 648, waiving first reading, adding §6.08.115 “Harassment of Animals” to the Brisbane Municipal Code.

Background

The language in the proposed ordinance is copied nearly verbatim from California Fish and Game (CA DFG) regulations found in Title 14 of the California Code of Regulations. The reason for incorporating it directly into the BMC is that violations will then be subject to the penalties and remedies specified in Chapters 1.14, 1.16 and 1.18 of the BMC, rather than CA DFG penalties.

Discussion

The primary purpose for enforcing the prohibition on harassing wild animals is that feeding them creates unnatural foraging behaviors, which can create significant problems, including overpopulation. The current major concerns in Brisbane are the feeding of pigeons and ground squirrels at the Marina (where ground squirrels are slowly wreaking havoc on the dikes), and feeding of a large pigeon flock at the “curve” on Bayshore Boulevard (which creates a driving hazard when the flock alights). There have also been a few reports of well-intentioned but misguided individuals leaving food out for raccoons and coyotes.

Note that this regulation will not apply to the feeding of feral cats, because notwithstanding their “wild” designation, they are still classified as domesticated mammals.

Fiscal Impact

There are no direct impacts anticipated as a result of implementing this ordinance.



Attachments

1. Ordinance No. 648

Randy Breault, Public Works Director

Clay Holstine, City Manager

ORDINANCE NO. 648

**AN ORDINANCE OF THE CITY OF BRISBANE
AMENDING TITLE 6 OF THE MUNICIPAL CODE
PERTAINING TO HARASSMENT OF ANIMALS**

The City Council of the City of Brisbane hereby ordains as follows:

SECTION 1: **Section 6.08.115 is hereby added to Chapter 6.08 of Title 6 of the Municipal Code:**

§6.08.115 – Harassment of Animals.

Except as otherwise authorized in this chapter or in the California Fish and Game Code, no person shall harass, herd or drive any game or nongame bird or mammal or furbearing mammal. For the purposes of this section, harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding or sheltering. This section does not apply to a landowner or tenant who drives or herds birds or mammals for the purpose of preventing damage to private or public property, including aquaculture and agriculture crops.

SECTION 2: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Brisbane hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

SECTION 3: This Ordinance shall be in full force and effect thirty days after its passage and adoption.

* * * *

C.

The above and foregoing Ordinance was regularly introduced and after the waiting time required by law, was thereafter passed and adopted at a regular meeting of the City Council of the City of Brisbane held on the _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Terry O'Connell, Mayor

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:



Thomas R. McMorrow, Interim City Attorney



Item Attachment Documents:

- D. Adopt Resolution No. 2020-14 Acknowledging North County Fire Authority Regarding the Inspection of Certain Occupancies Required to Perform Annual Inspections in Such Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code



CITY COUNCIL AGENDA REPORT

Meeting Date: February 20th, 2020

From: Deputy Fire Chief Barry Biermann

Subject: 2019 Annual Mandated Fire and Life Safety Inspections

Community Goal/Result

Safe Community - Residents and visitors will experience a sense of safety

Purpose

To ensure the health and safety of the public through a mandated fire and life safety program.

Recommendation

It is requested that the City Council acknowledge North County Fire Authority's mandated fire and life safety inspections were performed within the City of Brisbane

Background

California Health & Safety Code Section 13146.4 requires all fire departments, including the North County Fire Authority, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

The North County Fire Authority performs annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities. Requesting the City Council of the City of Brisbane acknowledge fulfillment of the requirements of the in compliance with Health and Safety Code Sections 13146.2 and 13146.3 the North County Fire Authority reports the following relating to those inspections:

A. EDUCATIONAL GROUP E OCCUPANCIES: Total 2

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade.

During calendar year 2019, the North County Fire Authority inspected both Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period; and

B. RESIDENTIAL GROUP R OCCUPANCIES: Total 51

Residential Group R occupancies are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies, including those designated as residential care facilities. These residential care facilities have several different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. During calendar year 2019, the North County Fire Authority inspected all 51 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

Fiscal Impact

None

Measure of Success

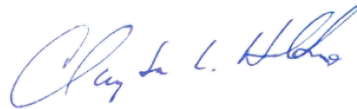
The health and safety of the public through a mandated fire and life safety program is a top priority. By ensuring that these buildings meet the standards set forth by state law, we greatly reduce the risks for the loss of life and property.

Attachments

- Resolution No. 2020-14



Barry Biermann, Deputy Fire Chief



Clay Holstine, City Manager

RESOLUTION NO. 2020-14**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BRISBANE, CALIFORNIA ACKNOWLEDGING NORTH
COUNTY FIRE AUTHORITY REGARDING THE
INSPECTION OF CERTAIN OCCUPANCIES REQUIRED
TO PERFORM ANNUAL INSPECTIONS IN SUCH
OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND
13146.3 OF THE CALIFORNIA HEALTH AND SAFETY
CODE.**

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the North County Fire Authority, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided and,

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the North County Fire Authority, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3 and,

WHEREAS, the City Council of the City of Brisbane intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the North County Fire Authority's compliance with California Health and Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brisbane that said City Council expressly acknowledges the measure of compliance of the North County Fire Authority with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Brisbane, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES: Total 2

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. During calendar year 2019, the North County Fire Authority inspected both Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES: Total 51

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including several residential care facilities). These residential care facilities have several different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. During calendar year 2019, the North County Fire Authority inspected all 51 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

Terry O'Connell, Mayor

D.

I hereby certify that the foregoing Resolution 2020-14 was duly and regularly adopted at the regular meeting of the Brisbane City Council on February 20, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:

BY:



Legal Counsel



Item Attachment Documents:

- E. Approve Brisbane Building Efficiency Program Implementation Contract with The Energy Coalition for \$99,000



CITY COUNCIL AGENDA REPORT

Meeting Date: February 20, 2020

From: Adrienne Etherton, Sustainability Management Analyst

Subject: Brisbane Building Efficiency Program Implementation Contract

Community Goal/Result

Ecological Sustainability - Brisbane will be a leader in setting policies and practicing service delivery innovations that promote ecological sustainability

Purpose

To approve a Professional Services Agreement (PSA) for Implementation of the Brisbane Building Efficiency Program with consultant The Energy Coalition.

Recommendation

Approve the attached PSA with The Energy Coalition for \$99,000.

Background and Discussion

In 2018, staff received a \$200,000 grant for a two-year "Comprehensive Commercial Building Efficiency Program" from the Bay Area Air Quality Management District's Climate Protection Grant Program. The program includes two phases: (1) adoption of an ordinance focused on energy and water use in existing commercial buildings; (2) implementation of the ordinance including developing systems, training and educational resources, and a "toolkit" for potential streamlined adoption by other agencies. After a competitive RFP process, The Energy Coalition was selected to consult on the first phase, which was completed in December 2019 with the adoption of Ordinance 644. Staff released an RFP for the Implementation Phase on January 3, 2020 and notified 13 potential contractors, including all proposers from phase one. The Energy Coalition was the sole proposal received; it was responsive, meets the expected scope of work, and is within the allocated budget.

Fiscal Impact

Funding for this contract is within the budget of the grant funds received. (Project OE001)

Attachments

1. Professional Services Agreement (PSA BBEP TEC)
2. TEC Proposal

Handwritten signature of Randy Breault in blue ink.

Randy Breault, Public Works Director

Handwritten signature of Clay Holstine in blue ink.

Clay Holstine, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated _____, is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and The Energy Coalition (TEC), a California-based 501(c)3 nonprofit ("Consultant").

RECITALS

A. City desires to retain Consultant for the performance of certain professional consulting services for implementation of the Brisbane Building Efficiency Program ("the Project"), as developed under prior Professional Services Agreement and codified in Ordinance 644.

B. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference. All services shall be performed to the reasonable satisfaction of the City department head in charge of the Project.

2. **Time of Performance.** The services of Consultant shall commence upon the execution of this Agreement and shall be satisfactorily completed in accordance with the time schedule set forth in Exhibit A attached hereto and incorporated herein by reference, unless subject to delays beyond the reasonable control of Consultant.

3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be Marc Costa.

4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit A attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation exceed the sum of \$99,000 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

5. **Method of Payment.** Consultant shall submit billings to City pursuant to a deliverable-based payment schedule to be negotiated between City and Consultant. In no event shall the Consultant's payment for a deliverable-based payment schedule item exceed 80% of the full value of the deliverable until such time as the deliverable has been accepted by the city and deemed complete. Alternatively, City may authorize Consultant to submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description

of any reimbursable expenditures. Billings shall be submitted monthly, or at such other time as agreed upon between City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. If City objects to all or any portion of the billing, City shall notify Consultant of the nature of such objection and the amount in dispute. City shall pay when due the portion of the billing, if any, that is not in dispute. The parties will make a good faith effort to settle the disputed billing through good faith negotiations.

6. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.

7. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract, or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. Each subcontractor shall agree in writing to comply with all of the applicable terms and conditions of this Agreement.

8. **Correction of Work.** Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services, or other work, without additional cost to City. The performance or acceptance of services furnished by Consultant shall not relieve Consultant from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of Consultant's services hereunder.

9. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. Consultant shall not be responsible for any reuse of such documents by city which is unrelated to the Project and City agrees to indemnify, defend, and hold Consultant and subcontractors harmless against any claims of liability arising from such reuse by City.

10. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As an independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

11. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance, and approvals current and in full force and effect at all times during the term of this Agreement. Consultant shall maintain a current City of Brisbane business license.

12. **Compliance with Standards of Care and Laws.** Consultant shall adhere to the standard of care in its profession and shall comply with all applicable federal, state, and local laws, codes, ordinances, and regulations in connection with the performance of its services under this Agreement.

13. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including attorney's fees, arising out of or in any manner relating to the negligent performance by Consultant or any of its subcontractors, agents, or employees, subcontractors, agents, or employees to comply with any of their obligations contained in this Agreement or its failure to comply with any of the its obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultant or any of its subcontractors, agents, or employees.

14. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) *General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).
- (3) *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the

provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.

- (4) *Professional Liability Coverage.* Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.
- (b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
- (1) The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, or volunteers.
 - (2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents, or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant's insurance coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.

- (e) Verification of coverage. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

- (c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.
- (d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
- (e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

* * * *

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBANE

By: _____
Terry O'Connell, Mayor

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:



Michael Roush, Legal Counsel

CONSULTANT:

Typed Name, Title

EXHIBIT A

Description of Services, Compensation, Schedule

BAAQMD Deliverable #2.2 / Task 2.2 - Convene Kick-off Meeting

Convene a project kick-off meeting with city staff, consultants and the Open Space and Ecology Committee project liaisons to discuss project goals and schedule.

Deliverables:

- Kick-off meeting agenda, summary of outcomes and list of participants

BAAQMD Deliverable #2.3 Develop Web Portal / Task 2.3.1 - Develop City Infrastructure

To manage the launch and administration of the adopted ordinance, The Energy Coalition (TEC) and its technology subcontractor, Maalka, will deliver all city infrastructure needed for both the benchmarking and audit requirements. This process will occur in two phases: the first phase is to develop the requirements, datasets, and software infrastructure, and the second phase is to test and refine the infrastructure during the early compliance pilot. This process will ensure the City receives the necessary deliverables and training to operate the ordinance after our team completes the scope of work. First, our team will review the ordinance requirements with the City and define expectations of compliance in year one and subsequent years. Based on TEC's experience, cities have exercised flexibility with building owners in the early years of ordinance compliance and evolved the enforcement in subsequent years. Critical activities in this deliverable include engaging the Environmental Protection Agency (EPA) on ENERGY STAR Portfolio Manager (ESPM) reporting infrastructure and working with the California Energy Commission (CEC) to verify that ESPM reporting fields and deadlines align with statewide requirements. Our team will prepare the software infrastructure for the ordinance audit requirements. Finally, our team will coordinate with the Department of Energy (DOE) and the Pacific Northwest National Laboratory (PNNL) on Asset Score and Audit Collection Tools.

Unlocking technical assistance capabilities is crucial to increase compliance and customer satisfaction. Our team will coordinate a data release form for tenants with PG&E and generate a compliance checklist for owners. We will align the details of the compliance building owners' requirements with neighboring cities to reduce the complexity of navigating different compliance requirements. Automation, especially of the audit requirements, using DOE and Maalka software will alleviate the administrative burden for Brisbane. Setting up both benchmarking and audit infrastructure in advance will enable the City to use BAAQMD funds to their full extent while our team is on contract.

Deliverables:

- URLs to Portfolio Manager report template
- Asset Score and Audit Template links for BBEP reporting

BAAQMD Deliverable #2.3 Develop Web Portal - Task 2.3.2 - Develop Web Portal

An easy to navigate and aesthetically pleasing web portal significantly reduces customer confusion and signals Brisbane is a leader in a new generation of benchmarking and audit ordinances. The first step is to review best practices from other cities' portals and to define the requirements and user experience wireframe for Brisbane's portal. The portal can be hosted on the City's website or through Maalka. Our team has created numerous web portals for local governments, including the Clean Power Alliance, which is the country's largest community choice aggregation program. After the wireframe is approved, our team will gather and generate content for the portal, leveraging the thorough documentation and resources we have already developed for the CEC's benchmarking program. This quick-start approach will allow the City and our team to focus on thoughtful messaging and content instead of basic formatting and layout. Through TEC's regulatory experience with the California Public Utilities Commission, we will create easy to navigate resources for BayREN, PG&E, and Peninsula Clean Energy programs alongside specific measures that align with the audit compliance pathways.

Owners may not understand where to start with compliance. To address this, our team will develop a personalized compliance checklist providing a roadmap for each disclosable property. Each owner will have a guide outlining whether they have to benchmark and perform an audit or an asset score.

Our team proposes housing compliance checklists and other resources on the city portal that integrates marketing, outreach, education and compliance administration in one system. This system can be offered via the Maalka platform, the DOE's Standard Energy Efficiency Database Platform, or Salesforce integrations. Salesforce functions as a customer relationship management (CRM) tool and can integrate with MailChimp email marketing and Zoom screen sharing for seamless outreach and compliance notice tracking. All of these features can be delivered within the available budget, and the level of integration can be customized to align with the City's anticipated budget for ongoing management of their ordinance portal and infrastructure. Leveraging TEC and Maalka's GIS strengths with ArcGIS, we will create automated public and private data and visualization feeds, which can be used to manage and promote the success of the programs. Data and visualization feeds will be designed so that the City can manage them after our team trains City staff.

Deliverables:

- URL for finalized and fully-operational web portal
- Compliance Checklist Roadmaps

BAAQMD Deliverable #2.4 / Task 2.4 - Conduct Staff Training on Web Portal

The Energy Coalition understands the importance of a robust yet easily digestible in-person web portal training for City staff. The team will prepare a step-by-step presentation and training guides, including an overview of benchmarking and auditing a building, submitting a report, and pulling data from ESPM, to ensure that the web portal can be maintained by City staff. Since City staff will need to communicate features of the portal to those submitting compliance data, the training guide will incorporate a script explaining common features of the portal, useful tips and tricks, and troubleshooting topics. Zoom screen sharing is the most useful tool available for providing compliance technical assistance and portal guidance to

building owners. Thus, TEC recommends the City uses Zoom and will incorporate training for City staff on this tool.

Some of the biggest challenges City staff face during compliance are sifting through extensive and diverse types of data. Our team will ensure both the presentation and guide include techniques for evaluating benchmarking and audit compliance; this will include a demonstration on populating and updating public-facing features of compliance data. Finally, the presentation and guide will detail the process of compiling and submitting data to share compliance reports with the CEC. A copy of all resources will be made available for any City staff who are not able to attend the in-person training. Additionally, our team will provide language that the City can distribute through internal channels informing staff of program resources and updates.

Deliverables:

- Training materials, including user's manual/guide for managing the web portal
- Agenda, notes, recording, and list of participants
- Delivery and sign-off of in-person training

BAAQMD Phase 2 Deliverable #2.5 / Task 2.5 - Conduct Education and Outreach

Engaging internal and external stakeholders during the launch and implementation phase of the program will be critical to its strong start and long-term success. Once internal program overviews and introductory trainings have been completed, external stakeholders will need to be engaged. TEC will approach this process by first refreshing market analysis to best understand the building stock and any changes in Brisbane. Then, TEC will update its existing contact list to ensure as many building owners and other stakeholders as possible are captured during engagement. To capture the broadest audience possible, TEC will develop surveys to gauge availability and interest for in-person and online training. Surveys will also help to determine which assistance materials would be most beneficial. While collecting information on stakeholders and buildings, TEC will simultaneously begin the development of educational content for sharing with stakeholders and for posting on the portal. This content includes an FAQ document that will be updated based on common questions throughout engagement, a troubleshooting form, a program introduction, and a compliance flowchart. Additional resources we will develop include one-pagers, fact sheets, webinar slides, compliance manuals, measure and rebate lists, support call scripts, helpful tips and tricks for compliance, and marketing materials.

TEC recommends an initial event for all stakeholders is hosted at City Hall as a ceremonial launch for the program. The all-stakeholder launch will then be followed by two in-person comprehensive ESPM trainings on topics such as requesting data, gathering building data, inputting to ESPM, quality checking data, submitting data, troubleshooting common issues, and popular tips and tricks. Where appropriate, TEC will invite guest speakers such as engineers or Pacific Northwest National Laboratory (PNNL) staff to share case studies and best practices. In-person events will be supplemented by at least two online training events, including one webinar for building owners, property managers, and leasing companies, and another webinar for engineers and consultants to understand technical requirements. TEC will also be available for one-on-one phone support for building owners and will train staff to become experts at troubleshooting compliance assistance needs via the Zoom platform. As part of the audit training, TEC will partner with PNNL and voluntary practitioners to host

an audit demonstration event with the Chamber of Commerce to demystify the audit compliance process and showcase the web portal and resources. A survey will be distributed after each event to gauge effectiveness and to understand any remaining needs.

Deliverables:

- Updated list of covered buildings
- List of ways information on web portal has been communicated to City staff
- For all trainings and webinars: agendas, presentations and other materials, participant list
- For audit demonstration event: promotional announcements or materials, video or photos of the event, list of participants

BAAQMD Phase 2 Deliverable #2.5: Conduct Education & Outreach Task 2.5.1 - Voluntary Pilot Benchmarking

A voluntary benchmarking pilot is immensely helpful to ensure a smooth launch and implementation of the program. By engaging a smaller sample of building owners that reflect every size building and compliance scenario, the City can fully test their infrastructure to ensure self-sufficient delivery of the program after BAAQMD funds are exhausted. Connecting building owners with resources on the web portal will help spur action and energy savings, which is the overall intent of the ordinance.

TEC will work with the City to identify goals and priorities for the pilot and make recommendations about who should be included and what compliance metrics to track (number of buildings, percent of square footage, etc.). TEC recommends that all building types are included in the pilot (commercial, industrial, multifamily, and city facilities) to identify gaps in infrastructure development early and to demonstrate leadership. The City may consider including a small number of building owners seeking exemptions in the pilot to test those processes, as well. Early compliers can gain recognition through case studies based on their testimonials and experience, and case studies also serve as a valuable educational tool for compliers following launch. Early compliers will also receive Energy and Water Benchmarking Performance Reports that will help them understand their progress towards City and State performance targets.

TEC will develop a structure for tracking early complier feedback, which will help shape the program's educational materials and training content. TEC will work with the City to develop a benchmarking pilot scope and timeline that can serve as a model for a future auditing phase pilot before the auditing deadline.

Deliverables:

- Early compliance dataset
- Testimonials from building owners and stakeholders in the pilot
- Early compliance reports and results for web portal

BAAQMD Phase 2 Deliverable #3.1 - Task 3.1 - Produce Ordinance “Toolkit”

A comprehensive toolkit will ensure Brisbane's ordinance has an opportunity to grow and magnify in impact. TEC understands the tremendous value of having this ordinance be both replicable and scalable so that local governments of all sizes and varieties can adopt their own version and contribute to water and energy use reductions. This toolkit will make the

implementation of progressive benchmarking and auditing ordinance less intimidating, and ideally will foster region-wide development of similar ordinances and cost-sharing of infrastructure. Our team will design the toolkit specific to California local governments and further customize it for neighboring cities to ensure it is accessible and implementable for them.

TEC is prepared to quickly and efficiently develop this toolkit of best practices and templates based on the support we provided through phase one development of the ordinance and engagement to stakeholders. Our team will assemble all necessary templates for the toolkit, including the ordinance framework and materials to support communication (one-pager for City staff, a script for one-on-one discussions with stakeholders, and presentations with flowcharts). Additionally, TEC will compile all relevant stakeholder engagement and planning templates for the toolkit, including a stakeholder identification and prioritization mapping activity, engagement and outreach planning document, and all presentations, agendas, and outlines for workshops and working group engagement with stakeholders. TEC will also incorporate best practices tools to increase the appeal for local governments to adopt such an ordinance. These best practices tools include a summary of feedback received from all stakeholder engagement, guides on how to structure outreach to encourage online and in-person attendance, and tips on incorporating flexibility and continual feedback for improvement during launch and implementation of the program.

Deliverables:

- Ordinance toolkit
- URL for the online version of the toolkit

BAAQMD Phase 2 Deliverable #3.2 - Task 3.2 - Promotion of Ordinance to Local Governments

TEC will support City staff's promotion of the ordinance program to other local governments by assisting with, lining up or providing presentations or reports to jurisdictions, groups, or conferences as applicable/requested.

Deliverables:

- Schedule for presentations to local governments/networks
- Copies of presentations or reports given

Timeline and Budget

Task	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Payment
2.2 Kick-off Meeting										\$7,000
2.3.1 Develop City Infrastructure*										\$23,000
2.3.2 Draft Web Portal Design For City Review										
2.3.3 Final Web Portal										
2.4 Conduct Staff Training on Web Portal**										\$12,000
2.5.1 Voluntary Pilot Benchmarking										\$35,000
2.5.2 Conduct Education and Outreach										
3.1 Produce Ordinance “Toolkit”										\$15,000
3.2 Promotion of Ordinance to LGs										\$2,000
4.0 Monitor Outcomes and Results***										\$5,000
TOTAL										\$99,000

**City benchmarking infrastructure will be developed by May 2020 and will be further updated and refined in August after the conclusion of the Voluntary Pilot Benchmarking. In July audit related infrastructure will be complete.*

***Training on portal will be completed in 2 phases - one for benchmarking and one for audits.*

****Outcomes and results will be based on the Voluntary Pilot Benchmarking.*



The Energy Coalition Response to Consulting Services for the Implementation of the Brisbane Building Efficiency Program

Proposal

Contact:

Adrienne Etherton, Sustainability Management Analyst
City of Brisbane, Department of Public Works

Table of Contents

A. Cover Letter	1
B. Scope of Work	2
BAAQMD Deliverable #2.3 Develop Web Portal / Task 2.3.1 - Develop City Infrastructure	2
BAAQMD Deliverable #2.3 Develop Web Portal - Task 2.3.2 - Develop Web Portal	2
BAAQMD Deliverable #2.4 / Task 2.4 - Conduct Staff Training on Web Portal	4
BAAQMD Phase 2 Deliverable #2.5 / Task 2.5 - Conduct Education and Outreach	4
BAAQMD Phase 2 Deliverable #2.5: Conduct Education & Outreach Task 2.5.1 - Voluntary Pilot Benchmarking	5
BAAQMD Phase 2 Deliverable #3.1 - Task 3.1 - Produce Ordinance “Toolkit”	6
C. Project Team	6
Maalka	7
D. Relevant Experience	7
Subconsultant (Maalka) Experience	8
E. Project Timeline and Budget	8
F. Appendix	10

A. Cover Letter

January 24, 2020
50 Park Place, Brisbane, CA 94005

Dear Adrienne Etherton,

Thank you for the opportunity to provide the attached proposal for the City of Brisbane. The Energy Coalition (TEC) understands the goals and objectives stated in this RFP and looks forward to an opportunity to assist the City in implementing the Brisbane Building Efficiency Program and supporting compliance for building owners in the community.

TEC brings vast experience in identifying, designing, and implementing community-based energy programs and services. Having successfully written and advised Brisbane on the Building Efficiency Program ordinance, we are eager to implement the shared vision of meeting the City's climate goals through benchmarking and audit compliance. As the State's prime contractor for marketing and outreach related to the California Building Energy Benchmarking Program (AB 802), TEC conveyed compliance requirements to thousands of stakeholders across 36,000 buildings and 4.5 billion square feet of disclosable buildings. TEC has also spurred action from benchmarking and audits for over 130 public agencies, all four California Investor Owned Utilities, the California Energy Commission (CEC), numerous industry professionals and organizations, and statewide education institutions. By partnering with Maalka to develop the City's infrastructure and web portal, we will deliver modern, easy to use, and automated processes to manage the ordinance. These solutions have been used in Chicago and by public and private sector clients throughout the United States.

With a staff of over 60 throughout California, including a nearby office in Oakland, TEC is well-positioned to provide local and comprehensive solutions for the communities we serve. This proposal reflects a customized solution for Brisbane based on TEC's extensive experience working with local communities and offers a cost-effective strategy to administer a new energy benchmarking ordinance that complies with AB 802 requirements while addressing the unique needs of the City.

This proposal outlines TEC's qualifications and expertise in the energy market, including energy efficiency and conservation, water/wastewater, renewables, electric infrastructure, and transportation. It describes a collaborative process with the City to develop and communicate this ordinance. We believe we have the experience and qualifications to support the City of Brisbane to implement the Building Efficiency Program effectively. We agree to the proposed scope of services, terms, and conditions, and we look forward to the opportunity to present more information and answer any questions you may have.

Please contact Marc Costa at 949-732-1078 or mcosta@energycoalition.org for any inquiries.

Sincerely,



Craig Perkins, President and Executive Director
The Energy Coalition, 47 Discovery, Suite 250, Irvine, CA 92618

B. Scope of Work

BAAQMD Deliverable #2.3 Develop Web Portal / Task 2.3.1 - Develop City Infrastructure

To manage the launch and administration of the adopted ordinance, TEC and its subcontractor, Maalka, will deliver all city infrastructure needed for both the benchmarking and audit requirements. This process will occur in two phases: the first phase is to develop the requirements, datasets, and software infrastructure, and the second phase is to test and refine the infrastructure during the early compliance pilot. This process will ensure the City receives the necessary deliverables and training to operate the ordinance after our team completes the scope of work. First, our team will review the ordinance requirements with the City and define expectations of compliance in year one and subsequent years. Based on TEC's experience, cities have exercised flexibility with building owners in the early years of ordinance compliance and evolved the enforcement in subsequent years. Critical activities in this deliverable include engaging the Environmental Protection Agency (EPA) on ENERGY STAR Portfolio Manager (ESPM) reporting infrastructure and working with the CEC to verify that ESPM reporting fields and deadlines align with statewide requirements. Our team will prepare the software infrastructure for the ordinance audit requirements. Finally, our team will coordinate with the Department of Energy and the Pacific Northwest National Laboratory (PNNL) on Asset Score and Audit Collection Tools.

Unlocking technical assistance capabilities is crucial to increase compliance and customer satisfaction. Our team will coordinate a data release form for tenants with PG&E and generate a compliance checklist for owners. We will align the details of the compliance building owners' requirements with neighboring cities to reduce the complexity of navigating different compliance requirements. Automation, especially of the audit requirements, using DOE and Maalka software will alleviate the administrative burden for Brisbane. Setting up both benchmarking and audit infrastructure in advance will enable the City to use BAAQMD funds to their full extent while our team is on contract.

Deliverables:

- URLs to Portfolio Manager report template
- Asset Score and Audit Template links for BBEP reporting

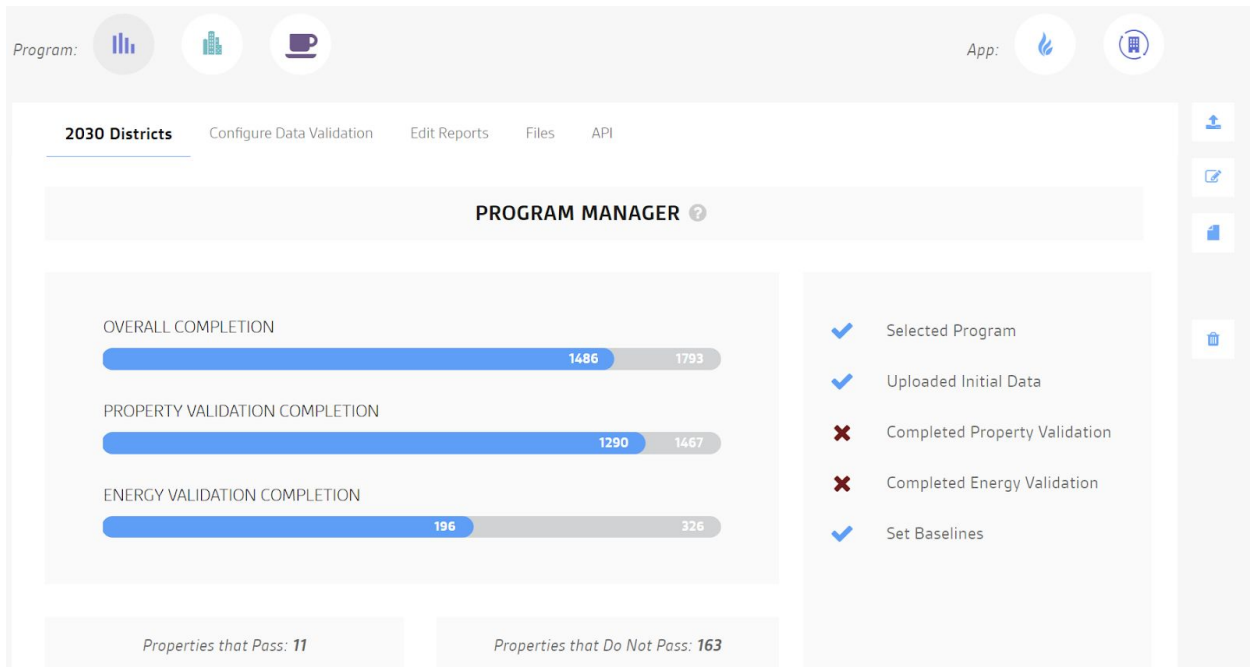
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An easy to navigate and aesthetically pleasing web portal significantly reduces customer confusion and signals Brisbane is a leader in a new generation of benchmarking and audit ordinances. The first step is to review best practices from other cities' portals and to define the requirements and user experience wireframe for Brisbane's portal. The portal can be hosted on the City's website or through Maalka. Our team has created numerous web portals for local governments, including the Clean Power Alliance, which is the country's largest community choice aggregation program. After the wireframe is approved, our team will gather and generate content for the portal, leveraging the thorough documentation and resources we have already developed for the CEC's benchmarking program. This quick-start approach will allow the City and our team to focus on thoughtful messaging and content instead of basic formatting and layout. Through TEC's regulatory experience with the California Public Utilities Commission, we will create easy to navigate resources for BayREN, PG&E, and Peninsula Clean Energy programs alongside specific measures that align with the audit compliance pathways.

Owners may not understand where to start with compliance. To address this, our team will develop a personalized compliance checklist providing a roadmap for each disclosable property. Each owner will have a guide outlining whether they have to benchmark and perform an audit or an asset score.

E.

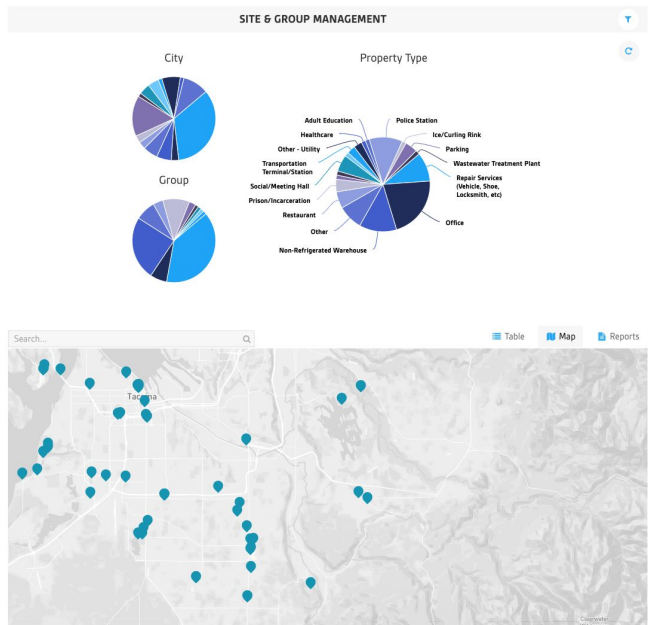
Our team proposes housing compliance checklists and other resources on the city portal that integrates marketing, outreach, education and compliance administration in one system.



* Data Quality and Compliance Report Sample (Tracks energy/water/site data anomalies across Program)

** Generated on a weekly basis from ESPM Report Upload

This system can be offered via the Maalka platform, the DOE's Standard Energy Efficiency Database



Platform, or Salesforce integrations. Salesforce functions as a customer relationship management (CRM) tool and can integrate with MailChimp email marketing and Zoom screen sharing for seamless outreach and compliance notice tracking. All of these features can be delivered within the available budget, and the level of integration can be customized to align with the City's anticipated budget for ongoing management of their ordinance portal and infrastructure. Leveraging TEC and Maalka's GIS strengths with ArcGIS, we will create automated public and private data and visualization feeds, which can be used to manage and promote the success of the programs. Data and visualization feeds will be designed so that the City can manage them after our team trains City staff.

* Customizable Filters, Data Report Outputs, and Map-based Visualizations

Deliverables:

- URL for finalized and fully-operational web portal
- Compliance Checklist Roadmaps

BAAQMD Deliverable #2.4 / Task 2.4 - Conduct Staff Training on Web Portal

The Energy Coalition understands the importance of a robust yet easily digestible in-person web portal training for City staff. The team will prepare a step-by-step presentation and training guides, including an overview of benchmarking and auditing a building, submitting a report, and pulling data from ESPM, to ensure that the web portal can be maintained by City staff. Since City staff will need to communicate features of the portal to those submitting compliance data, the training guide will incorporate a script explaining common features of the portal, useful tips and tricks, and troubleshooting topics. Zoom screen sharing is the most useful tool available for providing compliance technical assistance and portal guidance to building owners. Thus, TEC recommends the City uses Zoom and will incorporate training for City staff on this tool.

Some of the biggest challenges City staff face during compliance are sifting through extensive and diverse types of data. Our team will ensure both the presentation and guide include techniques for evaluating benchmarking and audit compliance; this will include a demonstration on populating and updating public-facing features of compliance data. Finally, the presentation and guide will detail the process of compiling and submitting data to share compliance reports with the CEC. A copy of all resources will be made available for any City staff who are not able to attend the in-person training. Additionally, our team will provide language that the City can distribute through internal channels informing staff of program resources and updates.

Deliverables:

- Training materials, including user's manual/guide for managing the web portal
- Agenda, notes, recording, and list of participants
- Delivery and sign-off of in-person training

BAAQMD Phase 2 Deliverable #2.5 / Task 2.5 - Conduct Education and Outreach

Engaging internal and external stakeholders during the launch and implementation phase of the program will be critical to its strong start and long-term success. Once internal program overviews and introductory trainings have been completed, external stakeholders will need to be engaged. TEC will approach this process by first refreshing market analysis to best understand the building stock and any changes in Brisbane. Then, TEC will update its existing contact list to ensure as many building owners and other stakeholders as possible are captured during engagement. To capture the broadest audience possible, TEC will develop surveys to gauge availability and interest for in-person and online training. Surveys will also help to determine which assistance materials would be most beneficial. While collecting information on stakeholders and buildings, TEC will simultaneously begin the development of educational content for sharing with stakeholders and for posting on the portal. This content includes an FAQ document that will be updated based on common questions throughout engagement, a troubleshooting form, a program introduction, and a compliance flowchart. Additional resources we will develop include one-pagers, fact sheets, webinar slides, compliance manuals, measure and rebate lists, support call scripts, and helpful tips and tricks for compliance.

TEC recommends an initial event for all stakeholders is hosted at City Hall as a ceremonial launch for the program. The all-stakeholder launch will then be followed by two in-person comprehensive ESPM trainings on topics such as requesting data, gathering building data, inputting to ESPM, quality checking data, submitting data, troubleshooting common issues, and popular tips and tricks. Where appropriate, TEC will invite guest speakers such as engineers or Pacific Northwest National Laboratory (PNNL) staff to share case studies and best practices. In-person events will be supplemented by at least two online training events, including one webinar for building owners, property managers, and leasing companies, and another webinar for engineers and consultants to understand technical requirements. TEC will also be available for one-on-one phone support for building owners and will train staff to become experts at troubleshooting compliance assistance needs via the Zoom platform. As part of the audit training, TEC will partner with PNNL and voluntary practitioners to host an audit demonstration event with the Chamber of Commerce to demystify the

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audit compliance process and showcase the web portal and resources. A survey will be distributed after each event to gauge effectiveness and to understand any remaining needs.

Deliverables:

- List of ways information on web portal has been communicated to City staff
- For all trainings and webinars: agendas, presentations and other materials, participant list
- For audit demonstration event: promotional announcements or materials, video or photos of the event, list of participants

BAAQMD Phase 2 Deliverable #2.5: Conduct Education & Outreach Task 2.5.1 - Voluntary Pilot Benchmarking

A voluntary benchmarking pilot is immensely helpful to ensure a smooth launch and implementation of the program. By engaging a smaller sample of building owners that reflect every size building and compliance scenario, the City can fully test their infrastructure to ensure self-sufficient delivery of the program after BAAQMD funds are exhausted. Connecting building owners with resources on the web portal will help spur action and energy savings, which is the overall intent of the ordinance.

TEC will work with the City to identify goals and priorities for the pilot and make recommendations about who should be included and what compliance metrics to track (number of buildings, percent of square footage, etc.). TEC recommends that all building types are included in the pilot (commercial, industrial, multifamily, and city facilities) to identify gaps in infrastructure development early and to demonstrate leadership. The City may consider including a small number of building owners seeking exemptions in the pilot to test those processes, as well. Early compliers can gain recognition through case studies based on their testimonials and experience, and case studies also serve as a valuable educational tool for compliers following launch. Early compliers will also receive Energy and Water Benchmarking Performance Reports that will help them understand their progress towards City and State performance targets.



*Sample Performance Report Plot showing progress towards baselines and targets over time

** Baselines and targets can be fully customizable and can be incorporated into the Portal

TEC will develop a structure for tracking early complier feedback, which will help shape the program's educational materials and training content. TEC will work with the City to develop a benchmarking pilot scope and timeline that can serve as a model for a future auditing phase pilot before the auditing deadline.

Deliverables:

- Early compliance dataset
- Testimonials from building owners and stakeholders in the pilot
- Early compliance reports and results for web portal

BAAQMD Phase 2 Deliverable #3.1 - Task 3.1 - Produce Ordinance “Toolkit”

A comprehensive toolkit will ensure Brisbane’s ordinance has an opportunity to grow and magnify in impact. TEC understands the tremendous value of having this ordinance be both replicable and scalable so that local governments of all sizes and varieties can adopt their own version and contribute to water and energy use reductions. This toolkit will make the implementation of progressive benchmarking and auditing ordinance less intimidating, and ideally will foster region-wide development of similar ordinances and cost-sharing of infrastructure. Our team will design the toolkit specific to California local governments and further customize it for neighboring cities to ensure it is accessible and implementable for them.

TEC is prepared to quickly and efficiently develop this toolkit of best practices and templates based on the support we provided through phase one development of the ordinance and engagement to stakeholders. Our team will assemble all necessary templates for the toolkit, including the ordinance framework and materials to support communication (one-pager for City staff, a script for one-on-one discussions with stakeholders, and presentations with flowcharts). Additionally, TEC will compile all relevant stakeholder engagement and planning templates for the toolkit, including a stakeholder identification and prioritization mapping activity, engagement and outreach planning document, and all presentations, agendas, and outlines for workshops and working group engagement with stakeholders. TEC will also incorporate best practices tools to increase the appeal for local governments to adopt such an ordinance. These best practices tools include a summary of feedback received from all stakeholder engagement, guides on how to structure outreach to encourage online and in-person attendance, and tips on incorporating flexibility and continual feedback for improvement during launch and implementation of the program.

Deliverables:

- Ordinance toolkit
- URL for the online version of the toolkit

C. Project Team

TEC is a nonprofit 501(c)3 organization with over 45 years of experience empowering communities to leap into the future of clean energy. Moreover, TEC and its subconsultant, Maalka, have worked together on various DOE advisory groups and over the past two years have partnered on California projects to deliver benchmarking and audit portfolio management to public sector clients. All team resumes are included in the Appendix.

Marc Costa, Director

Marc has more than ten years of experience in the building industry focusing on areas ranging from advanced energy community planning, federal energy data standards and software development to state and local government energy policy. Marc is a board member of the Local Government Sustainable Energy Coalition and Policy Advisory Committee with the California Technical Forum. He holds a B.S. in Management Science from UCSD, a B.S. in Construction Engineering from CSULB, and is a LEED AP, CGBP, and BOC Level II.

Ivana Dorin, Program Manager

Ivana manages engagement, education, and outreach activities for TEC and its programs. She has over eight years of experience serving the energy needs of communities, supporting local governments with energy strategic planning, and the rollout of benchmarking requirements to IOU Local Government Partnerships. She holds a B.A. in Environmental Policy from UCSD and an M.A. in Environmental Policy from Colorado State University.

Jake Anderson, Project Manager

Jake manages various aspects of the North Orange County Cities Local Government Partnership Program at TEC, including the development of a benchmarking workshop for partnership cities. Jake holds a B.S. in Earth and Environmental Science with a minor in Global Sustainability from UCI.

Christina Caddel, Project Manager

Christina provides analytical support across programs in The Energy Coalition's portfolio, working with various partners in obtaining, wrangling, and analyzing data, and then presenting the outcome of analysis to stakeholders. She previously worked for VaynerMedia as a Data Analyst and holds a B.S. in International Business with a minor in Cultural Anthropology.

Maalka

Maalka was born from years of closely collaborating with internationally-recognized leaders in sustainability, energy, and commercial real estate. Open, secure, scalable, and workflow-oriented, the Maalka Platform is enabling cities and organizations around the world to deploy data-driven programs that align with proven frameworks developed by industry leaders. Maalka technology makes data-driven program management easy and affordable for everyone.

Dr. Rimas Gulbinas, Maalka Co-Founder & CEO

As Chief Executive Officer at Maalka, Dr. Gulbinas is responsible for business development, sales, partnership engagement, project management, technical algorithm formulation, and working directly with industry leaders to ensure the alignment of Maalka development with emerging market trends. Prior to Maalka, Rimas received his Ph.D. at Virginia Tech and as a Via Fellow conducted research to understand how data can be leveraged to drive energy efficiency through positive behavior change.

D. Relevant Experience

TEC and Maalka are pleased to provide the following summaries of experiences. Relevant work samples are included in the Appendix.

Brisbane Building Efficiency Program (2019)

TEC was selected to support the development of the Brisbane Building Efficiency Program (Phase I) and helped to build the Program. TEC drafted a progressive benchmarking and auditing ordinance covering energy and water and incorporating stakeholder engagement at each milestone of the ordinance development. Maalka provided energy modeling support for buildings impacted by the ordinance to kick-start compliance on the recently passed ordinance.

California Energy Commission, AB 802 Outreach and Facilitation (2017 - 2019)

As part of the California Energy Commission's AB 802 outreach and facilitation efforts, TEC led an implementation team that developed educational resources, collateral, webinars, a help center, and market analysis for building owners and stakeholders required to comply with California energy benchmarking mandates. A key part of TEC's role on this project was identifying buildings statewide that need to comply with benchmarking mandates.

Southern California Regional Energy Network (2013 - Present)

TEC designed and is implementing The Southern California Regional Energy Network (SoCalREN) Public Agency Programs which, at no cost to agencies, identify energy-saving measures and work side-by-side with agency staff from building benchmarking through construction to accomplish energy efficiency projects. Services include start-to-finish project management support, portfolio-wide comparative energy analysis, benchmarking services leveraging Energy Star Portfolio Manager, technical assistance, access to financing, competitively bid specialty contractors, and transparent pricing and assistance with utility rebate processing. Currently, SoCalREN serves over 130 agencies.

E.

Clean Power Alliance of Southern California (2018 - 2019)

The Clean Power Alliance of Southern California, or Clean Power Alliance, is the largest community choice aggregation program in the United States. TEC provided all marketing and outreach services for the launch of Clean Power Alliance. In this project, TEC conducted a full marketing campaign including brand and style development, development of a communications plan, website creation, customer notification and engagement collateral, social media, member agency communications coordination, and more. The overall campaign sought to inform and educate customers about the benefits of Clean Power Alliance.

Program Name: PEAK Student Energy Actions (1975 - Present)

TEC is the designer and statewide implementer of PEAK, a workforce education and training program within the IOU Connections portfolio. PEAK is a comprehensive, standards-based environmental education program that empowers students to effectively and wisely manage their energy future. PEAK promotes energy efficiency, demand response, water conservation, renewable resources, environmental stewardship, greenhouse gas emissions reduction, and careers in sustainability. In partnership with all four IOUs (SCE, SCG, PG&E, SDG&E) and municipal utilities (LADWP, APU, SMUD), TEC serves over thirty thousand students and their educators each year.

Subconsultant (Maalka) Experience

City of Chicago Benchmarking QAQC (2017-2020)

Maalka worked with the City of Chicago to automate the processes of data import and compliance validation for over 3,000 buildings that report data to the city for its 2016-2017 Energy Benchmarking initiative. Maalka developed CSV-based data import/export workflows leveraging BEDES mappings to seamlessly import benchmarking data validation results into Salesforce for distribution to benchmarking program participants. The process allows Chicago to update data each week and track compliance/energy trends for all the buildings in the Benchmarking Ordinance.

California Energy Commission, Prop 39 Dashboard

Maalka integrated data across four disparate sources and formats into a highly intuitive, secure, and scalable platform that allows the CEC to track energy performance, energy efficiency measure implementation, and project costs across the state. Maalka developed CSV, XML, and JSON data ETL methods to integrate over 350 million data points across disparate data records into custom building and portfolio-level data visualizations and analytics for tracking efficiency measures and energy data across over 3,000 schools.

E. Project Timeline and Budget

Task	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2.2 Kick-off Meeting									
2.3.1 Develop City Infrastructure*									
2.3.2 Draft Web Portal Design For City Review									
2.4 Conduct Staff Training on Web Portal									
2.5.1 Voluntary Pilot Benchmarking									
2.3.3 Final Web Portal and City Staff Training									
2.5.2 Conduct Education and Outreach									

3.1 Produce Ordinance "Toolkit"									
4.0 Monitor Outcomes and Results**									

*City infrastructure will be developed by May 2020 and will be further updated and refined after the conclusion of the Voluntary Pilot Benchmarking.

**Outcomes and results will be based on the Voluntary Pilot Benchmarking

TEC is requesting a total of \$99,000 to complete the proposed work, with \$30,000 from fees for software and city infrastructure and \$13,000 in the form of expenses related to printing materials, travel to meetings, and hosting community workshops. Fees represent TEC's indirect costs, such as overhead and administration. The tables below show a breakdown of the budget per task and the estimated labor hours for each task.

	Labor	Fees	Expenses	Task Total
2.2 Convene Kickoff Mtg	\$6,000	\$0	\$1,000	\$7,000
2.3 Develop Web Portal	\$5,000	\$15,000	\$0	\$20,000
2.4 Staff Training on Web Portal	\$6,000	\$5,000	\$1,000	\$12,000
2.5 Education & Outreach	\$25,000	\$5,000	\$5,000	\$35,000
3.1 Ordinance Toolkit	\$9,000	\$0	\$4,000	\$15,000
3.2 Promotion of Ordinance to LGs	\$3,000	\$2,000	\$2,000	\$5,000
4 Monitor Outcomes & Results	\$2,000	\$3,000	\$0	\$5,000
Total	\$56,000	\$30,000	\$13,000	\$99,000

Proposed Staff	Estimated Labor Hours	2.2	2.3	2.4	2.5	3.1	3.2	4
Marc Costa	100	10.60	8.83	10.60	44.15	15.89	5.30	3.53
Ivana Dorin	125	13.25	11.04	13.25	55.19	19.87	6.62	4.42
Jake Anderson	65	6.89	5.74	6.89	28.70	10.33	3.44	2.30
Christina Caddel	65	6.89	5.74	6.89	28.70	10.33	3.44	2.30
TOTAL	355	37.62	31.35	37.62	156.73	56.42	18.81	12.54

MARC COSTA,
LEED AP BD+C, CGBP, BOC II
 Director of Policy & Planning

Education

California State University, Long Beach
 Bachelor of Science in Construction Engineering Management

University of California, San Diego
 Bachelor of Science in Management Science

Publications, Presentations & Awards

- SEEC Forum, Benchmarking Programs (2017, 2018)
- Veteran's Energy Seminar, Emerging Trends in Energy Workforce (2018)
- MGBCE, California Statewide Building Energy Program (2016, 2017)
- ACEEE Summer Study, National Framework for Benchmarking & Audit Ordinances (2016)
- ACEEE Summer Study, Unlocking the Power.. (2014)
- USGBC, MGBCE Presentation (2014)
- DOE Better Buildings Challenge Judge (2014)
- Saddleback College, Guest Lecturer (2013)
- USGBC-LA Green Gala, Chapter Success Remarks (2012)

Accreditations, Credentials, and Memberships

- CAEECC - Member; Market Transformation Working Group
- CalTF - Energy Modeling Working Group
- CEC - Benchmarking Data Alignment Work Group
- Linux Foundation Energy - Open Source Energy Software
- LBNL - SEED/BEDES Development TF
- DOE Asset Score - Data Intake Work Group
- CABEC - Member
- USGBC - Center for Green Schools, National Chair
- USGBC - Pacific Regional Cmte Secretary
- USGBC-LA Board of Directors Treasurer
- Building Operator Certification Level II
- CGBP - Build it Green
- OSHA 10 Construction Safety Certification
- LEED AP BD+C
- San Diego Employers Assoc., Supervisory Skills Cert.

Professional Experience

The Energy Coalition

Director

Jul. 2017 - Present

Irvine, CA

- Develop regulatory and policy guidance on decarbonization, energy efficiency, demand flexibility, renewables, GHG reductions integrated grid resource planning, etc. in California
- Lead the California Energy Commission Statewide Building Energy Benchmarking Program contract and serves as a technical strategist on data driven outreach and compliance monitoring
- Subject matter expert to the Department of Energy, Building Technologies Office, Solar Energy Technology Office and various national labs on strategic road-map development, grant funding selection and commercialization of software and standards related to building energy modeling (BEM), Grid-Interconnected Efficient Buildings (GEBs), Model Predictive Controls (MPCs), and Automated Fault Detection and Diagnosis (AFDD)
- Lead the implementation of CEC EPIC grants related to energy master planning and renewable energy system sizing and program design for Disadvantaged Communities and Indoor Air Quality contracts
- Lead local government projects related to benchmarking and audit ordinance development and implementation, including in Brisbane, CA
- Founder of the Linux Foundation Energy group on energy education and open source energy modeling software

Program Manager

Irvine, CA

- Generated, commented, submitted and filed regulatory and legislative comments in CPUC and CEC Proceedings; Contributed comments to regulatory proceedings on data, C&S, and Regulatory Matters; Served as subject matter expert on Federal resources on policy and tools
- Managed design and implementation of software and database (Energy Atlas) tools; worked with partners to create and deploy infrastructure for energy management resources

Project Manager

Irvine, CA

- Managed projects for the Community Energy Partnership and HVAC Quality Installation Pilot Program

Long Beach City College

Presenter

Feb. 2010 - Jul. 2011

Long Beach, CA

- Served as a key contact between LBCC, training agencies, nonprofits, and municipalities to develop the largest green job training and placement program in the nation

Long Beach Aquarium of the Pacific 2009 - 2010

LEED Fundamental Commissioning Agent Long Beach, CA

- Compiled and drafted versions of Owner's Project Requirements for LEED Platinum Certification of the Molina Animal Care Center
- Field visits and commissioning reports for MEP systems, TAB reports, functional testing, and training manual

Dixieline Lumber Corporation

Retail Sales Supervisor

2004 - 2007

Long Beach, CA

- Supervised, trained, and evaluated team of employees in customer service and professional value-added sales

Expertise

A nationally recognized subject matter expert on energy policy, federal energy analysis tools and data standards. Serves as an in-house and industry wide resource on how data informs decarbonization policy and on-the-ground market transformation.

IVANA DORIN

Program Manager

Education

Colorado State University, 2009

Master of Arts in Political Science, emphasis on environmental politics and policy and American government

University of California San Diego, 2006

Bachelor of Arts in Environmental Politics

Expertise

- Stakeholder Engagement/Public Participation
- Qualitative Research Methodologies (Surveys, Interviews, Focus Groups, Case Studies, etc.)
- Interactive and engaging event development

Certifications

- Leed Green Associate, 2013
Professional credentials for green building principles and practices

Associations and Community Involvement

- Association of Women in Water, Energy, and the Environment - Orange County/ Inland Empire Regional Team Leader (January 2012 - Present)
- Community Emergency Response Team - City of Irvine Member, Irvine, CA (September 2012 - Present)
- Coalition for Clean Air - Summer Intern, Los Angeles, CA (June 2010 - September 2010)
- Environment Now Foundation - Contract Researcher/Writer, Santa Monica, CA (October 2009 - February 2010)



Professional Experience

The Energy Coalition Program Manager

Nov. 2011 - Present
Irvine, CA

- Manages various contracts and associated budgets, deliverables, and planning
- Serves as a liaison for a range of clients and partners including utilities, public agencies, and private companies
- Specializes in stakeholder and public engagement strategies for public agency projects
- Develops outreach projects related to energy behavior change strategies
- Applies qualitative research methodologies to assess program impact

Colorado State University Graduate Teaching Assistant

Aug. 2007 - May 2009
Fort Collins, CO

- Assisted professors in conducting undergraduate level lectures in American and Comparative Politics
- Developed content and lectured classes of 100-200 students on topics in U.S. foreign and social policy
- Composed and graded exams and essays and conducted study review sessions
- Held regular office hours for individual assistance to students
- Managed administrative office tasks for the department as needed

Environment Now Sustainability Program Intern

May 2008 - Aug. 2008
Irvine, CA

- Researched potential grant projects and partner organizations
- Summarized research projects on urban sustainability issues
- Produced reports and comprehensive PowerPoint presentation for staff
- Collaborated with community leaders, non-profit organizations, and government to advance urban sustainability
- Coordinated Environment Nows 2nd Annual Top Achievements Report Awards Luncheon

Canyon Policy Project Policy Analyst

Sep. 2006 - Jun. 2007
San Diego, CA

- Conducted research and evaluation of the city of San Diego's environmental policies and practices
- Produced multivolume community reports on the Multiple Species Conservation Program (MSCP)
- Evaluated stakeholder involvement and equity in San Diego environmental policymaking
- Participated in city meetings and working groups to discuss local policy making practices
- Interviewed federal, state, and city employees for MSPC research

Skills

- Salesforce CRM
- Zoom Meetings & Webinars
- MailCamp
- Microsoft Office Suite
- Google Suite

JAKE ANDERSON

Project Manager

Education

University of California, Irvine, 2014
Bachelor of Science in Earth and Environmental Science; Minor in Global Sustainability; Magna Cum Laude; Certificate in Environmental Sustainability

Expertise

Sustainability specialist skilled in project management. Strategic thinker and innovative problem solver. Ability to track, report, and analyze data for actionable insight. Highly organized self-starter. Adaptable to collaborate in diverse environments.

Skills

- ENERGY STAR Portfolio Manager®
- IOU Benchmarking Web Services
- Building Performance Database (BPD)
- Salesforce CRM
- Insightly CRM
- MailChimp
- Canva
- Microsoft Office Suite
- Google Suite



Professional Experience

The Energy Coalition Project Manager

Aug. 2015 - Present
Irvine, CA

- Oversee operations of the North Orange County Cities Energy Partnership with an emphasis on maintaining relations and customer satisfaction with municipal and utility partners
- Assist municipal partners in identifying and tracking municipal energy efficiency projects to meet city and partnership goals resulting in cumulative electricity savings of 2.4M kWh
- Develop and implement multi-year project for partnership-wide facility benchmarking utilizing ENERGY STAR Portfolio Manager® for over 180 facilities; Assist cities with compliance of California Building Energy Benchmarking Program
- Support municipal partners with development of Energy Action Plans and educational outreach presentations and collateral for internal city staff, city council, and community residents
- Recognize municipal partner achievements through development of award applications for Cool Planet Program and Beacon Program, resulting in over 10 awards received by partners
- Support contracts for state and local municipal energy benchmarking policy outreach through marketing campaigns, educational workshops, and collateral development

FirstCarbon Solutions Sustainability Consultant

Jul. 2014 - Aug. 2015
Irvine, CA

- Prepared project budgets and Gantt/RASCI charts for internal and customer use
- Scheduled and led customer status meetings
- Created project dashboard and weekly billing calculator; Tracked team billing on regular basis
- Established cadence for client status updates and process for submitting inquiries
- Developed data collection system and managed data acquisition from client for project deliverables
- Conducted over 140 CDP score feedback calls with company representatives
- Led efforts in CDP, DJSI, and EcoVadis questionnaire improvements using sustainability reporting methodologies
- Drafted customer deliverables including energy audit and reduction target reports, CDP scoring analysis reports, water risk analysis reports, and energy rebate research
- Trained new team members in drafting and managing project deliverables

Certifications & Speaking Events

- Panelist at 2019 Municipal Green Building Conference & Expo
- Panelist at 2017 Statewide Energy Efficiency Collaborative Forum
- U.S. Green Building Council, LEED Green Associate

CHRISTINA CADDEL

Project Manager

Education

University of San Francisco

Bachelor of Science in International Business and Cultural Anthropology

Continuing Education: Udacity Data Analysis and Data Foundations, Coursera Math for Data Science and Excel for Data Analysis

Study abroad: Università Cattolica Del Sacro Cuore, Milan, Italy

Expertise

Motivated Data Analyst with a proven track record in problem-solving, investigating underlying issues, and yielding actionable insights to help companies make data-driven decisions, powering growth and success.

Skills

- Data Wrangling and Analysis
- Data Visualization
- Quantitative Analysis
- Reporting
- Business Analytics
- Data Quality Assessment
- Process Improvements
- ETL
- BI
- Statistics
- Documentation
- Microsoft Office
- Relational Databases
- Python
- SQL
- R
- Tableau
- Data Studio
- Google Apps
- Salesforce

Professional Experience

The Energy Coalition

Program Analyst

Sep. 2019 - Present

Irvine, CA

- Clean and wrangle data sets from various sources, writing custom programs to ensure data quality
- Serve as a company-wide resource for TEC, conducting research as instructed and presenting findings to internal staff, creating data collection, entry and analysis best practices across programs

VaynerMedia

Data Analyst

Sep. 2018 - Sep. 2019

Los Angeles, CA

- Executed data analysis process; cleaned and standardized disparate large data sets, populating dashboards for analyzing data of campaign performance, with findings and recommendations to maximize success
- Transformed metrics reporting to curated data storytelling dashboards, expanding client utilization of reports
- Instituted data governance and best practices, wrote parsing logic for data collection, and enhanced data quality to ensure accuracy, producing actionable insights
- Built data-driven attribution comparison visualization with Markov vs. heuristic modeling using R coding to use in client pitch presentations, earning \$7M in new business

Udacity

Data Analysis Student

Feb. 2018 - Sep. 2018

Los Angeles, CA

Mentor and Project Reviewer

- Measured students' analytical thinking, writing skills, technical and database understanding in their project submissions, determined achievement of analytical standards, and provided constructive feedback
- Mentored 45 students simultaneously, providing advice and guidance to maximize learning experience

Mr. Holmes Bakehouse

HR Manager

May 2015 - Jul. 2017

Los Angeles, CA

- Built and managed HR Department in fast-paced environment, instituted business operations strategic initiatives while managing payroll, financial performance, and vendors as company quadrupled in size
- Developed data management processes with which to analyze workforce trends and make decisions
- Achieved heightened employee morale, steep compliance risk reductions, and increased analytical decision making for internal stakeholders and leadership, saving the company \$60K annually

JAQET

Project Manager

Jan. 2014 - Jan. 2015

Los Angeles, CA

- Analyzed Ecommerce performance with Google Analytics and conducted research to design strategic planning for marketing initiatives and managed their implementation, increasing brand exposure by 20%
- Implemented targeted, effective marketing communications that increased funnel conversions

Affiliations

- Data Camp Data Analysis in Python
- Google Analytics

Rimas Gulbinas, Chief Executive Officer, Maalka

Education and Training

Jacobs Cornell Technion Innovation Institute, New York, 2015

Runway Postdoctoral Fellow, *Focus: Urban Scale Building Efficiency*

Virginia Polytechnic Institute and State University, Virginia, 2014

PhD in Civil Engineering, *Focus: Commercial Building Energy Efficiency*

Columbia University, New York, 2011

MSc in Mechanical Engineering, *Focus: Energy Systems*

Professional Experience

Maalka, Chief Executive Officer (Sept. 2014 - Present)

- Lead business and sales development for Maalka platform to service emerging city sustainability, sensing and benchmarking initiatives
- Lead public and private partner engagement and project management efforts
- Support technical development of open applications for benchmarking buildings, portfolio-level building performance analysis, and data analytics

Department of Energy, Building Innovation Fellow (2014 - Present)

- Transitioning leading building analytics research into market products
- Engaging with DoE National Lab networks to drive research on building occupancy

Virginia Polytechnic Institute and State University, Blacksburg, VA (2011-2014)

- Conducted award-winning research on maximizing energy efficiency of commercial buildings through the data-driven empowerment of building occupants
- Managed commercial building energy efficiency studies in Denver, CO, New York, NY and Portland, OR

Columbia University, New York, NY (2010-2011)

- Teaching Assistant (Energy Infrastructure Planning, Mechanics of Propulsion)
- Conducted research on Multifamily Residential Eco-Feedback Systems

Select Publications

- **Gulbinas, R.,** Khosrowpour, A., Taylor, J. (2015). "Segmentation and Classification of Commercial Building Occupants by Energy-Use Efficiency and Predictability," *IEEE Transactions on Smart Grid*.
- **Gulbinas, R.,** Jain, R., Taylor, J., Peschiera, G., Siegel, J., and Golparvar-Fard, M. (2013). "Network Eco-Informatics: Development of a Social Eco-Feedback System to Drive Energy Efficiency in Residential Buildings." *Journal of Computing in Civil Engineering*, 10.1061: 1943-5487.
- **Gulbinas, R.,** Jain, R., and Taylor, J. (2014). "BizWatts: A Modular Socio-technical Energy Management System for Empowering Commercial Building Occupants to Conserve Energy." *Applied Energy*, 136: 1076-1084.
- **Gulbinas, R.** and Taylor, J. (2014). "Effects of Real-time Eco-feedback and Organizational Network Dynamics on Energy Efficient Behavior in Commercial Buildings," *Energy and Buildings*, 84: 493-500.
- Jain, R., **Gulbinas, R.,** Taylor, J., and Culligan, P. (2013). "Can social influence drive energy savings? Detecting the impact of social influence on the energy consumption behavior of networked users exposed to normative eco-feedback," *Energy and Buildings*, 66: 119-127.



Benchmarking Resource Guide

The document provides a high-level overview of the benchmarking process and points you to additional resources and instructions for step-by-step guidance. Using this guide as a reference, you will understand how to create new property records, add to or edit existing property records, and follow steps to comply with The California Building Energy Benchmarking Program.

ESPM Online Access	2
Accessing Energy Star Portfolio Manager (ESPM) Online	2
Add/Edit a Property in ESPM:	3
Step 1: Collecting Property Information	3
Step 2: Add/Edit Property Information in ESPM	3
Step 3. Add Meters to Property in ESPM	4
Automated Utility Data Uploads	5
Southern California Edison Web Services	5
SoCalGas Web Services	6
Sharing Property Information with Others	6
California Building Energy Use Benchmarking Program (AB 802 Reporting)	7
Additional Resources	8

Accessing Energy Star Portfolio Manager (ESPM) Online

Your city should already have a registered ESPM account that contains your benchmarking data. If you need to create a new account, we suggest sharing all existing property records with the new account (see section on sharing property records between accounts).

[Log-in here](#)¹

[Create new account here](#)²

See instructions below on creating a new account:

RESOURCE 1: Creating an ESPM Account

HELPFUL HINTS:

1. Use the '**Benchmarking Account Credentials**' page to keep track of the city's existing log-in credentials.
2. Share your login credentials with internal staff and make the information accessible to other departments.

¹ <https://portfoliomanager.energystar.gov/pm/dataimport/upload>

² <https://portfoliomanager.energystar.gov/pm/signup>

E. Add/Edit a Property in ESPM:

Step 1: Collecting Property Information

You will need to add a building to your city's portfolio or update details if:

- A new building was constructed
- A building was previously omitted
- A building's characteristics have changed

Required data points for all property types includes:

- Property Name
- Property Address
- [Year Built/Planned for Construction Completion](#)
- Primary Function
 - Select from property use type [list](#)
- Construction Status
- [Gross Floor Area](#)
- [Occupancy Percentage](#)
- Property Structure
- [Irrigated Area](#)

Optional data points include:

- [Weekly Operating Hours](#)
- [Number of Workers on Main Shift](#)
- [Number of Computer](#)

For definitions of property information terms, visit: portfoliomanager.energystar.gov/pm/glossary

Collect data using the spreadsheet:

RESOURCE 2: ESPM Data Collection & Upload Template

HELPFUL HINT:

We suggest keeping an up-to-date spreadsheet of all properties and updating it periodically.

Step 2: Add/Edit Property Information in ESPM

Individual properties can be uploaded one at a time but we suggest the “bulk upload” feature to upload multiple properties at once.

[Bulk Upload Landing Page](#)³

See instructions below to upload or edit data in ESPM:

RESOURCE 3: Upload Individual Properties

Step 3. Add Meters to Property in ESPM

For each property, you will need to add each energy meter that is serving the property. Meter information can be added under the meter tab for each property.

Naming SCE Meters

- Name the electric meter with the SCE Service Account Number
 - Service Account Number is 13 characters long and can be found on your SCE bill
 - Ex. **3-XXX-XXXX-XX** (include dashes)
- Units for each meter: kilo-watt hour (kWh)
- Enter the date the meter became active (this can be an estimate)

Naming SCG Meters

- Name the gas meter with the SCG Meter Number
 - Meter Number is 8 digits and can be found on your SCG bill
 - Ex. **XXXXXXXX** (no additional text before or after the number)
- Units for each meter: therms
- Enter the date the meter became active (this can be an estimate)

See instructions below on how to add and properly name each type of meter:

RESOURCE 4: Create Meters in ESPM

³ <https://portfoliomanager.energystar.gov/pm/dataimport/upload>

E. Automated Utility Data Uploads

SCE and SCG provide 'Web Services' to automatically upload energy consumption data for each property directly to your ESPM records. Once you establish a connection for each meter, the data will flow to your property records and be uploaded monthly.

Southern California Edison Web Services

Step 1. Create/Log-in to SCE.com Account

In order to access SCE's automated data connection service, you will need to create or log-in to your SCE.com account. The user of this account does not need to be the owner of the SCE service account.

[Create a new SCE.com account here](https://www.sce.com/user-registration)⁴

[Log-in to existing SCE.com account here](https://www.sce.com/business/tools/benchmarking-how-do-i-compare)⁵

See instructions below on how to create a SCE.com account:

RESOURCE 5: Create a SCE.com Account

HELPFUL HINTS:

1. Use the '**Benchmarking Account Credentials**' page to keep track of the city's existing log-in credentials.
2. Check with your SCE Account Representative if you have questions about logging in to your SCE.com account.

Step 2. Enter Property/Building Information in SCE.com

Once logged in to SCE.com, upload information for the properties you would like to connect to Web Services. Once you retrieve the 'Data Sharing Key' you can move to Step 3.

See instructions below on how to input information on SCE.com:

RESOURCE 6: Enter Property/Building Information in SCE.com

⁴ <https://www.sce.com/user-registration>

⁵ <https://www.sce.com/business/tools/benchmarking-how-do-i-compare>

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Step 3. Connect ESPM Meter to SCE Web Services

The final step is connecting your ESPM records with SCE. You must first add SCE as a contact and then share the property with SCE using the 'Data Sharing Key.'

See instructions below on how to connect to SCE Web Services:

RESOURCE 7: Connect ESPM to SCE Web Services

SoCalGas Web Services

In order to access SCG's automated data connection service, you will need to have a copy of your most recent bill on hand for the property you are connecting. If unable to reference your last bill, request the last bill amount from your SCG representative.

See instructions below on how to connect to SCG Web Services:

RESOURCE 8: Connect ESPM to SCG Web Services

HELPFUL HINT:

For troubleshooting with set up of SCE and SoCalGas Web Service connections or pauses/delays in automated data uploads, please contact scgbenchmarking@socalgas.com or benchmarking@sce.com

Sharing Property Information with Others

You have the option to share property records with 3rd party organizations that utilize ESPM. We suggest requesting the specific ESPM username from the 3rd party to ensure you are connected with the proper account.

See instructions below on how to connect with other ESPM users:

RESOURCE 9: How to Share Properties with Other Portfolio Manager Users

E. California Building Energy Use Benchmarking Program (AB 802 Reporting)

[Assembly Bill 802](#)⁶ directed the California Energy Commission (CEC) to create a statewide building energy use benchmarking and public disclosure program for buildings larger than 50,000 square feet.

The [regulations](#)⁷ require building owners to report building characteristic information and energy use data to the Commission by **June 1st annually**, beginning in 2018 for buildings at or above 50,000 square feet with no residential utility accounts, and in 2019 for buildings with 17 or more residential utility accounts.

Check for Completeness of Billing Data for Each Meter	Deadline to Submit to CEC	Data Set Submitted
March 2020	June 1, 2020	Jan 1 - Dec 31, 2019
March 2021	June 1, 2021	Jan 1 - Dec 31, 2020
March 2022	June 1, 2022	Jan 1 - Dec 31, 2021
March 2023	June 1, 2023	Jan 1 - Dec 31, 2022
In Perpetuity	In Perpetuity	In Perpetuity

Summarized Steps Include:

- Run **Data Quality Checker** for each property in ESPM
 - Resolve any issues related to energy meters
- Click **Reporting Link** on [CEC Website](#)⁸
- Select your properties **over 50,000 sqft**
 - Refer to the continued benchmarking commitment letter for complete list
- **Submit data** to CEC
 - You will receive a confirmation sent to the email associated with your ESPM account

See instructions below on how to submit data to CEC:

RESOURCE 10: AB 802 Benchmarking Compliance Guide
RESOURCE 11: Who is Required to Comply with AB 802

⁶ https://ww2.energy.ca.gov/benchmarking/documents/AB_802_chapter_590.pdf

⁷ <https://efiling.energy.ca.gov/GetDocument.aspx?tn=222916>

⁸ <https://www.energy.ca.gov/benchmarking/>

E. FREQUENTLY ASKED QUESTIONS

How do we handle properties with more than one building?

For properties with multiple buildings, first consider if the total aggregated square footage of all buildings is 50,000 square feet or more. If so, non-residential properties are required to comply if all buildings are served under the same utility meter. Residential properties are required to comply if they have 17 or more utility accounts of a single energy type. Portfolio Manager has a feature to benchmark your property as a campus of multiple buildings and establish which meters serve which buildings.

What if we can't get tenant authorization?

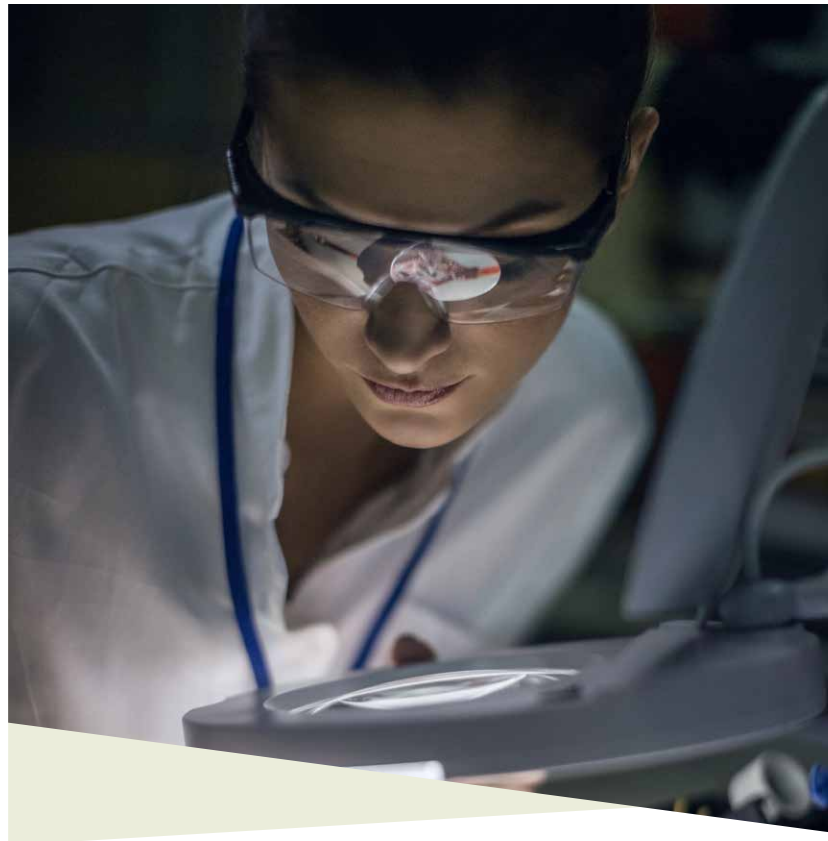
You will comply by reporting building characteristic information but not energy use data. There is a link on the Energy Commission's benchmarking page for this situation.

How do I benchmark if my building was only occupied recently and doesn't have 12 months of data?

Your building is exempt from reporting if it did not have a permanent or temporary certificate of occupancy for more than half of the calendar year being reported. Otherwise, reporting is required, and you should include as much energy use data as you have.

How often must I report to the Energy Commission?

Reporting continues annually after the first report, due June 1st every year. Reporting has begun for non-residential, and residential properties begin reporting in 2019.



California Building Energy Benchmarking Program

A Program of the California Energy Commission

WHERE CAN I LEARN MORE?

The Energy Commission provides a variety of resources, including a step-by-step guide, a training video, and answers to frequently asked questions. Additionally, there are in-person and online trainings and a dedicated hotline to answer any questions. Information on these resources, including a schedule of upcoming trainings, are posted on the Energy Commission's website at www.energy.ca.gov/benchmarking.

QUESTIONS?

California Energy Commission Hotline
(855) 279-6460
benchmarking@energy.ca.gov



energy.ca.gov | facebook.com/CAEnergy | twitter.com/calenergy



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UNDERSTANDING ENERGY USE

- ▶ Benchmarking provides a baseline understanding of energy use
- ▶ Research suggests that benchmarking can lead to savings of about 3% in annual energy expenditures
- ▶ Benchmarking helps enable smarter and more cost-effective improvements in building energy use

WHO MUST BENCHMARK

Buildings in California that have a gross floor area of 50,000 square feet or more are required to benchmark their energy performance using EPA's ENERGY STAR Portfolio Manager and annually report the results to the California Energy Commission.

DISCLOSABLE BUILDING TYPE	NO RESIDENTIAL UTILITY ACCOUNTS	17+ RESIDENTIAL UTILITY ACCOUNTS
FIRST REPORTING DEADLINE	JUNE 1, 2018 (2017 DATA)	JUNE 1, 2019 (2018 DATA)
FIRST BUILDING-LEVEL PUBLIC DISCLOSURE	2019 (2018 DATA)	2020 (2019 DATA)



Exemptions:

- Property with 1 to 16 residential utility accounts
- Condominium projects
- Buildings scheduled to be demolished one year or less from the reporting date
- Buildings already reporting to an approved existing local ordinance: Berkeley, San Francisco, and Los Angeles
- More than half of the building's area used for:
 - Scientific experiments requiring controlled environments
 - Manufacturing or industrial processes

HOW TO COMPLY

What do I need to collect for ENERGY STAR Portfolio Manager?

- Collect property attributes
- Create a Portfolio Manager account
- Enter all buildings for which compliance is required
- Create meters for utility data

How do I get my whole-building data?

Building owners, owners' agents, and operators can request data from utilities for:

- Any non-residential building with 3 or more active utility accounts of one energy type
- Any non-residential building with less than 3 active utility accounts, where all account holders have agreed to share their energy use
- Any residential building with 5 or more accounts of any one energy type

How do I submit my data?

- Review data gaps or errors (e.g. Run Data Quality Checker on Portfolio Manager)
- Visit the Energy Commission website for reporting links
- Submit data directly through Portfolio Manager by clicking the reporting link found at www.energy.ca.gov/benchmarking.



California Building Energy Benchmarking Program

FACT SHEET FOR MULTIFAMILY UNITS

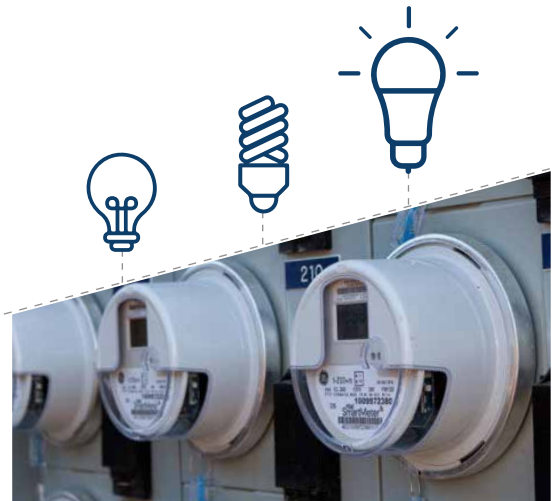
In October 2015, the State of California started the California Building Energy Benchmarking Program to provide building owners access to their building energy use data from utilities, and to track consumption in their buildings. The purpose of the program is to help building owners, tenants, and others better understand the energy consumption of their buildings through standardized energy use metrics.

Why benchmark?

- You can't manage what you don't measure; benchmarking provides a baseline understanding of energy use.
- Research suggests that benchmarking, which allows for a building's energy use to be compared to its prior performance and to that of its peers, can lead to savings of about 3 percent in annual energy expenditures.¹
- Benchmarking provides building owners with knowledge that enables smarter and more cost-effective improvements in building energy use.

What do building owners need to do to comply?

Benchmarking requires combining the energy bills from a building's utility with basic physical and operational characteristics of the building (such as size, type of use, and hours of operation). Building owners must enter this information into a free, online tool—ENERGY STAR Portfolio Manager—which will generate results to track building performance over time and compare the performance against that of its peer buildings. Building owners must annually report their data directly through Portfolio Manager via the reporting link on the Energy Commission's website.



The California Building Energy Benchmarking Program will help you better understand your energy usage.

Exempt Properties

- A property with 1 to 16 residential utility accounts
- Condominium project (townhouse if it is legally considered a condominium)
- More than half of the building area used for (1) scientific experiments requiring controlled environments, or for (2) manufacturing or industrial purposes
- Scheduled to be demolished one year or less from the reporting date

Who has to benchmark their building under the Benchmarking Program?

DISCLOSABLE BUILDING TYPE	17+ RESIDENTIAL UTILITY ACCOUNTS
FIRST REPORTING DEADLINE	JUNE 1, 2019 (2018 DATA)
FIRST BUILDING-LEVEL PUBLIC DISCLOSURE	2020 (2019 DATA)

Owners of buildings in California that have a gross floor area of 50,000 square feet or greater are required to benchmark their energy performance annually, and report the results to the California Energy Commission per the schedule shown. Comparative information on each building's performance will be posted on a public website during the second reporting year for each group.

E. ORNIA BUILDING ENERGY BENCHMARKING PROGRAM Fact Sheet for Multifamily Units

How do building owners get energy use data for their buildings?

The California Building Energy Benchmarking Program requires energy utilities in California to provide monthly building-level energy use data for at least the previous calendar year to building owners, owners' agents, and operators of any of the following, upon request:

- Any residential building, other than a condominium, with five or more active utility accounts of any one energy type

How does this affect compliance with local benchmarking requirements?

For buildings that must comply with a local benchmarking requirement (currently in place in Berkeley, Los Angeles, and San Francisco), local jurisdictions can apply and receive an exemption from the California Energy Commission. Once an exemption is received, building owners under that local requirement will only need to follow their local reporting instructions and not need to report separate benchmarking data to the California Energy Commission.

How do I get my whole-building data?

For residential buildings with at least five utility accounts, no tenant authorization is needed to request aggregated data from the utility. Each utility will have their own process to request data, so visit the utility website for more instructions. If you have less than five utility accounts, you are not required to comply with benchmarking and disclosure.

What do I need on ENERGY STAR Portfolio Manager?

- Collect property attributes
 - Gross Floor Area
 - Number of Residential Living Units
 - Occupancy
 - Number of Buildings
 - Year Built
 - Number of Bedrooms
- Create a Portfolio Manager account
- Enter all buildings for which compliance is required
- Create energy meters for utility and consumption data

Am I required to benchmark my building's energy usage?

Compliance is required from single buildings. Compliance is required from properties if the property has multiple buildings served by a single meter.

Is your building larger than 50,000 square feet?

YES

NO

Are you already reporting to a local ordinance that has applied and received an exemption?
(Berkeley, Los Angeles, San Francisco)

YES

NO

Does your building have at least 17 active utility accounts of a single energy type, one of which is residential?

NO

YES

NOT REQUIRED

Your building is exempt from state requirements. Your building is not required to report building data to the California Energy Commission.

REQUIRED

Your building is required to report building data to the California Energy Commission.

How do I submit my data?

- Review data gaps or errors via the Data Quality Checker tool on ENERGY STAR Portfolio Manager
- Visit the Energy Commission website for reporting links
- Submit data directly to the Energy Commission through Portfolio Manager by clicking the reporting link at www.energy.ca.gov/benchmarking energy.ca.gov.

Where do I learn more?

The Energy Commission will provide a variety of resources to assist with benchmarking, including a step-by-step guide, a training video, and answers to frequently asked questions. Additionally, there are in-person and online trainings and a dedicated hotline to answer any questions. Information on these resources, including a schedule of upcoming trainings, will be posted on the Energy Commission's website at www.energy.ca.gov/benchmarking. Additional information on the process to request building data can also be found on the Energy Commission's website or by contacting the utilities serving the building.

Governor
Edmund G. Brown Jr.

Chair
Robert B. Weisenmiller, Ph.D.

Executive Director
Drew Bohan

Commissioners

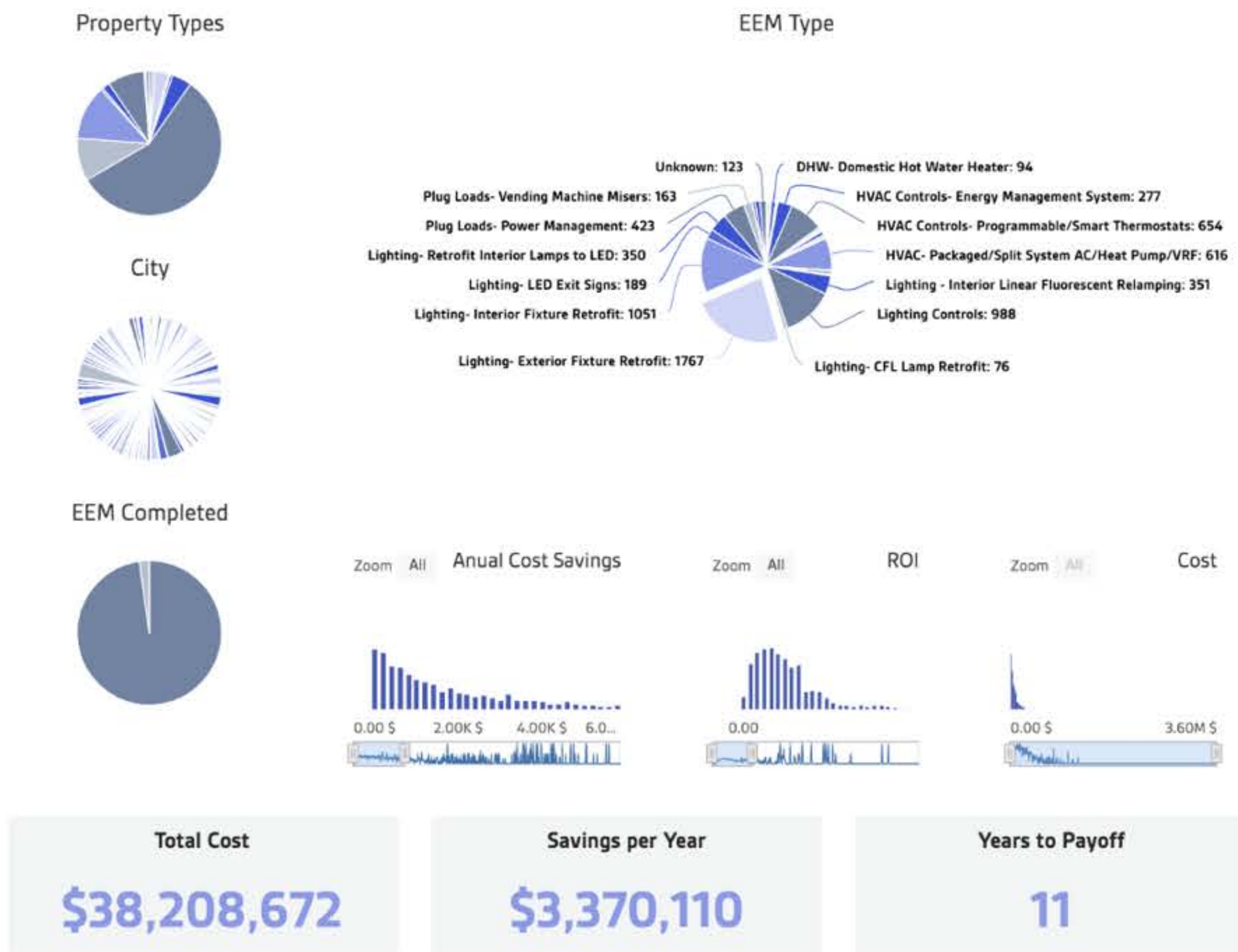
Karen Douglas, J.D.
David Hochschild
J. Andrew McAllister, Ph.D.
Janea A. Scott, J.D.



CALIFORNIA
ENERGY COMMISSION



maalka | California Energy Commission Prop39 Budget Tracking

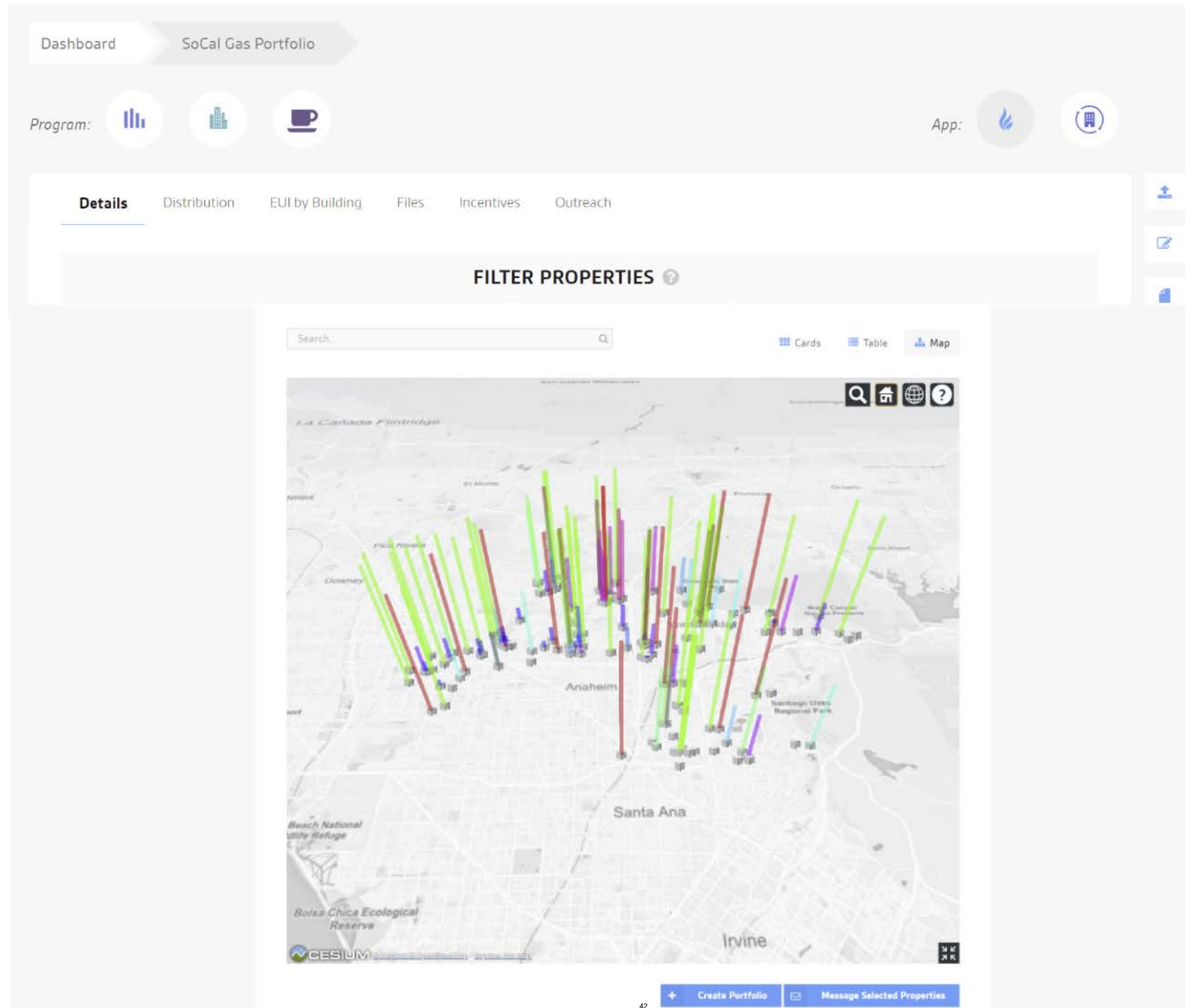


California Energy Commission

- \$500m in energy efficiency investments across California
- 3210 Schools, 10,000+ Building Meters
- 4231 Smart Meters
- 350mil Data Points
- Maalka developed an app to help CEC analyze how it was allocating its \$500m budget and to understand the progress of the implementation of Energy Efficiency Measures schools across California



Maalka Facility EUI - Map Representation



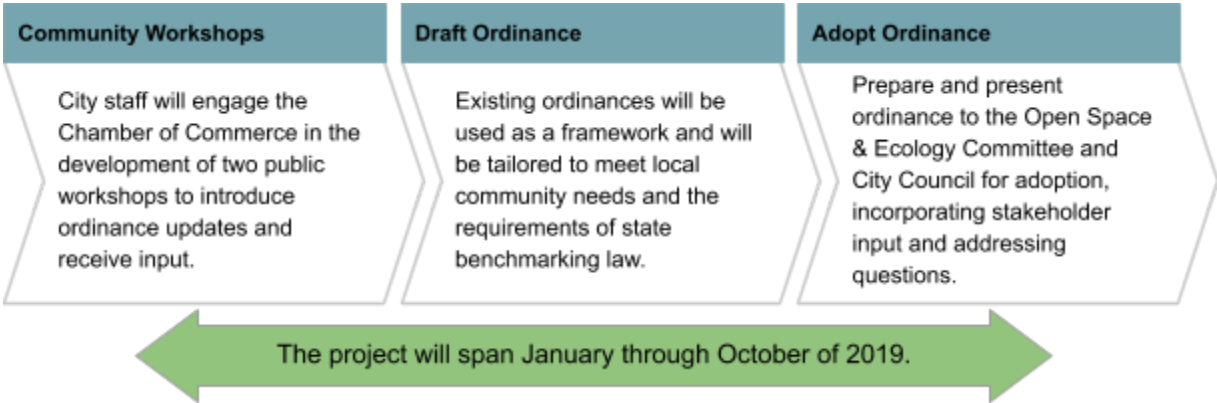
City of Brisbane Benchmarking And Transparency Ordinance Internal Stakeholder Fact Sheet



What? The City of Brisbane is developing a new ordinance for commercial buildings within city limits related to energy and water benchmarking. In this case, benchmarking refers to the process of measuring and tracking usage in comparison to yourself and to others.

Why? The goal for the City is to collect quality data and drive more efficient buildings while reducing waste and emissions. This work is supported by a Bay Area Air Quality Management District Climate Protection Grant which is separated into two phases; phase one will support ordinance development and phase two its implementation. This fact sheet focuses on the phase one efforts.

Building the Ordinance



Stakeholder Engagement Goals

Effective stakeholder engagement gives community members the opportunity to contribute to the development of the ordinance and this feedback helps ensure it is widely supported. In developing the ordinance, the community will be invited to provide input at two key phases, but questions and feedback are encouraged on an ongoing basis. This includes:



Role of Internal Stakeholders

As internal stakeholders, City employees play an important role in the process. Staff from various departments hold relevant knowledge and expertise that will shape strategies incorporated as part of the ordinance. City employees should be aware of the ordinance development effort and relevant updates to answer questions from the community at-large, and will ultimately play a key role in ensuring the ordinance’s long-term success.

Want to learn more? Please contact Adrienne Etherton: aetherton@brisbaneca.org or 415.508.2118



Item Attachment Documents:

- F. Approve Resolution No. 2020-15 approving the “Second Amendment to Communications Site Lease Agreement with SpectraSite Communications, LLC,” and authorize the Mayor to sign the amendment on the city’s behalf



CITY COUNCIL AGENDA REPORT

Meeting Date: February 20, 2020

From: Director of Public Works/City Engineer

Subject: Cell Site Lease Extension

Community Goal/Result

Economic Development - Brisbane will work with the businesses and residents to provide for economic vitality/diversity

Purpose

To formally extend the lease for the property at City Hall currently occupied by a monopole and communication antennas.

Recommendation

Approve Resolution No. 2020-15 approving the "Second Amendment to Communications Site Lease Agreement with SpectraSite Communications, LLC," and authorize the Mayor to sign the amendment on the city's behalf.

Background

The city signed a lease with MetroPCS on May 26, 2004, to lease a portion of city property at 50 Park Place for a communications site, which included the right to install a cell site monopole and communication antennas at a location immediately to the right of the sidewalk leading to the Dog Park from City Hall's parking lot. As is common in the very fluid communications business, the lease went through a number of successors, including Capital Strategies International, Florida Tower Partners, American Tower Corporation, and now, SpectraSite Communications.

The City approved a First Amendment to Communications Site Lease Agreement on 9/13/10. The city released its right to the use of the top position of the monopole in this amendment, and in exchange negotiated one-time payments of \$20,000 whenever the lessee/tenant subleased a portion of the monopole for another communication company's antennas.

Discussion

The current lease is set to expire on July 15, 2029. By approving this amendment, the tenant will be given the option to extend the lease for six (6) additional five (5) year renewal terms, with the latest term end date being July 15, 2059. Additionally, this amendment grants the tenant the right to add an additional five hundred (500) square feet to the existing footprint at

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a mutually agreeable location (staff understands this reservation is anticipated to be for siting of a standby generator).

Once approved, tenant will make a one-time payment in the amount of \$100,000 to city. Also, the monthly rent will have a fixed five (5) percent per year increase as shown in Exhibit B to the amendment.

Fiscal Impact

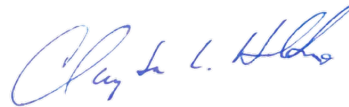
As noted in discussion.

Attachments

1. Second Amendment to Communications Site Lease Agreement
2. Resolution No. 2020-15



Randy Breault, Public Works Director



Clay Holstine, City Manager

THE SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This Second Amendment to Communications Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between the **City of Brisbane, a municipal corporation ("Landlord")** and **SpectraSite Communications, LLC, a Delaware limited liability company ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated May 26, 2004 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof, to make adjustments to rental payments as further detailed in Section 3 below and as illustrated in **Exhibit B**, and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **One Hundred Thousand and No/100 Dollars (\$100,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before February 28, 2020; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on July 16, 2004 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on July 15, 2029. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary

(beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit C** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is currently and shall remain **Two Thousand Three Hundred Ninety Three and 60/100 Dollars (\$2,393.60)** per month (the "**Rent**"). Commencing on July 16, 2020, and on each successive annual anniversary thereof, Rent due under the Lease, as amended herein, shall increase by an amount equal to **five percent (5%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to CITY OF BRISBANE. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect. For illustration purposes only and assuming the Lease, as amended herein, is not terminated, not renewed or otherwise canceled as provided in the Lease, as amended, the rental schedule would be as provided in **Exhibit B**.
4. **Tenant's Right to Expand Leased Premises.** Landlord hereby grants to Tenant an irrevocable option to expand the Leased Premises to include an additional five hundred (500) square feet contiguous to the Leased Premises, the shape and location of which shall be mutually agreeable to the Parties (the "**Expansion Area**"). The Parties further agree that, should Tenant exercise this option, Tenant shall pay Landlord, as increased Rent, an amount equal to the price per square foot of the Leased Premises for each square foot of the Expansion Area. In connection with this option to expand, Tenant, its agents, employees and independent contractors, shall have the right to enter upon that portion of the Parent Parcel lying beyond the Leased Premises at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built or similar survey of all (or any portion of) the Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Tenant shall include, without limitation, the right to clear trees, brush and other obstructions which may interfere, in Tenant's sole discretion, with Tenant's ability to conduct such evaluation activities. Landlord agrees to execute an amendment to the Lease to reflect the addition of the Expansion Area to the Leased Premises, within thirty (30) days of receipt by Landlord, in a form which is recordable in the jurisdiction in which the Leased Premises is located. Until such time as Tenant exercises said option, if ever, Landlord hereby agrees to give Tenant no less than ninety (90) days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Parent Parcel. During the foregoing ninety (90) day period, Tenant may elect to designate the Expansion Area by written notice to Landlord, in which case such Expansion Area would no longer be available for Landlord to lease to a third party.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or

to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
7. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease, as modified by this Amendment, to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
8. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of

Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

9. **Notices.** The Parties acknowledge and agree that Section 22 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 50 Park Pl, Brisbane, CA 94005; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** The Parties acknowledge and agree that Section 23(d) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

12. **Waiver.** Notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** The Parties acknowledge and agree that the fourth and fifth sentence of Section 9(a), the last sentence of Section 17, and Section 19(c) of the Lease are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's securitization rights shall be controlled by this Section of this Amendment. Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's interest in the Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
14. **Taxes.** The Parties acknowledge and agree that Section 12 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
15. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and

F.

provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

F.

LANDLORD:

**The City of Brisbane,
a municipal corporation**

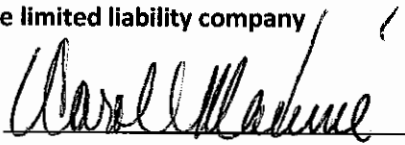
Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

F.

TENANT:

SpectraSite Communications, LLC,
a Delaware limited liability company

Signature: 

Print Name: **Carol Maxime**

Title: _____

Date: **Senior Counsel, US Tower**

2/11/2020

EXHIBIT A

This Exhibit A may be replaced at Tenant's option (with Landlord's approval, which shall not be unreasonably withheld, delayed, or conditioned upon any additional consideration) as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon (with Landlord's approval, which shall not be unreasonably withheld, delayed, or conditioned).

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

SITUATE IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA:

PARENT PARCEL: PROVIDED PER OLD REPUBLIC TITLE COMMITMENT NO.

01-11068635-01T EFFECTIVE DATE 11/5/2010. (AS SURVEYED)

LOT 1 AND PORTIONS OF LOTS 2, 5 AND 6, BLOCK "B", MAP OF TRACT NO. 778 CROCKER INDUSTRIAL PARK, UNIT NO. 1, FILED JUNE 5, 1959 IN BOOK 51 OF MAPS,

PAGE 35, SAN MATEO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF LOT 1, BLOCK "B" WITH THE SOUTHWESTERLY LINE OF VALLEY DRIVE, AS SAID LDT, BLOCK AND DRIVE ARE SHOWN ON THE MAP ABOVE REFERRED TO; THENCE ALONG THE SOUTHWESTERLY LINE OF VALLEY DRIVE, NORTH 61° 17' 44" WEST 97.00 FEET TO THE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL ONE" IN DEED FROM FOREMOST-MCKESSON, INC. TO CONNECTICUT GENERAL MORTGAGE AND REALTY INVESTMENTS, RECORDED APRIL 21, 1972, IN BOOK 6133, OFFICIAL RECORDS, PAGE 350; THENCE LEAVING SAID LINE OF VALLEY DRIVE, ALONG THE SOUTHEASTERLY LINE OF SAID "PARCEL ONE" AND THE SOUTHWESTERLY EXTENSION THEREOF, SOUTH 28° 42' 16" WEST 250.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTHEASTERLY LINE OF "PARCEL TWO," AS DESCRIBED IN AFORESAID DEED; THENCE S 61° 17' 44" EAST ALONG SAID NORTHEASTERLY LINE (SAID LINE BEING PARALLEL WITH AND DISTANT 10 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF LOTS 2 AND 1 IN SAID BLOCK "B"), 272.00 FEET TO THE: NORTHEASTERLY CORNER OF SAID "PARCEL TWO" IN THE NORTHWESTERLY LINE OF PARK LANE, AS SAID LANE IS SHOWN ON AFORESAID MAP; THENCE ALONG SAID NORTHWESTERLY LINE OF PARK LANE, NORTH 28° 42' 16" EAST 230.00 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 31.92 FEET TO A POINT IN THE AFORESAID SOUTHWESTERLY LINE OF VALLEY DRIVE; THENCE ALONG LAST SAID SOUTHWESTERLY LINE, NORTH 61° 17' 4 4" WEST 252.00 FEET TO THE POINT OF BEGINNING.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant (with Landlord's approval, which shall not be unreasonably withheld, delayed, or conditioned upon any additional consideration).

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

Exhibit B**Rent Schedule**

<u>Term Begin</u>	<u>Term End</u>	<u>Monthly Rent</u>
7/16/2019	7/15/2020	\$2,393.60
7/16/2020	7/15/2021	\$2,513.28
7/16/2021	7/15/2022	\$2,638.94
7/16/2022	7/15/2023	\$2,770.89
7/16/2023	7/15/2024	\$2,909.44
7/16/2024	7/15/2025	\$3,054.91
7/16/2025	7/15/2026	\$3,207.65
7/16/2026	7/15/2027	\$3,368.04
7/16/2027	7/15/2028	\$3,536.44
7/16/2028	7/15/2029	\$3,713.26
7/16/2029	7/15/2030	\$3,898.92
7/16/2030	7/15/2031	\$4,093.87
7/16/2031	7/15/2032	\$4,298.56
7/16/2032	7/15/2033	\$4,513.49
7/16/2033	7/15/2034	\$4,739.16
7/16/2034	7/15/2035	\$4,976.12
7/16/2035	7/15/2036	\$5,224.93
7/16/2036	7/15/2037	\$5,486.18
7/16/2037	7/15/2038	\$5,760.48
7/16/2038	7/15/2039	\$6,048.51
7/16/2039	7/15/2040	\$6,350.93
7/16/2040	7/15/2041	\$6,668.48
7/16/2041	7/15/2042	\$7,001.90
7/16/2042	7/15/2043	\$7,352.00
7/16/2043	7/15/2044	\$7,719.60
7/16/2044	7/15/2045	\$8,105.58
7/16/2045	7/15/2046	\$8,510.86
7/16/2046	7/15/2047	\$8,936.40
7/16/2047	7/15/2048	\$9,383.22
7/16/2048	7/15/2049	\$9,852.38
7/16/2049	7/15/2050	\$10,345.00
7/16/2050	7/15/2051	\$10,862.25
7/16/2051	7/15/2052	\$11,405.36
7/16/2052	7/15/2053	\$11,975.63
7/16/2053	7/15/2054	\$12,574.41
7/16/2054	7/15/2055	\$13,203.13
7/16/2055	7/15/2056	\$13,863.29
7/16/2056	7/15/2057	\$14,556.46
7/16/2057	7/15/2058	\$15,284.28
7/16/2058	7/15/2059	\$16,048.49



EXHIBIT C

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
 10 Presidential Way
 Woburn, MA 01801
 Attn: Land Management/Anthony G. DePasquale, Esq.
 ATC Site No: 311013
 ATC Site Name: BRISBANE CA
 Assessor's Parcel No(s): 005-201-130

Prior Recorded Lease Reference:

Book Page
 Document No:
 State of California
 County of San Mateo

NO Prior Recorded
 Reference

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **the City of Brisbane, a municipal corporation ("Landlord")** and **SpectraSite Communications, LLC, a Delaware limited liability company ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated May 26, 2004 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be July 15, 2059. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 50 Park Pl, Brisbane, CA 94005; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
9. **Option to Expand.** There is an option to expand the Leased Premises in the Lease.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

**The City of Brisbane,
a municipal corporation**

Signature: _____
Print Name: _____
Title: _____
Date: _____

ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, before me, _____, personally
(print name of notary)
appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of officer

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

SpectraSite Communications, LLC,
a Delaware limited liability company

Signature: *Carol Maxime*
 Print Name: Carol Maxime
 Title: _____
 Date: Senior Counsel, US Tower
2/11/2020

WITNESS

Signature: *Will Snider*
 Print Name: Will Snider
 Signature: *Justi Tumbler*
 Print Name: Justi Tumbler

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

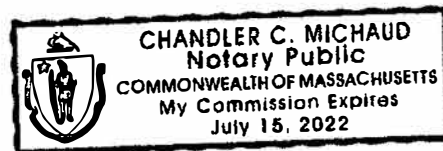
County of Middlesex

On this 11th day of February, 2020, before me, the undersigned Notary Public, personally appeared Carol Maxime, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Chandler C. Michaud
 Notary Public
 Print Name: Chandler C. Michaud
 My commission expires: 7/15/2022



[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option (with Landlord's approval, which shall not be unreasonably withheld, delayed, or conditioned upon any additional consideration) as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon (with Landlord's approval, which shall not be unreasonably withheld, delayed, or conditioned).

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

SITUATE IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA:

PARENT PARCEL: PROVIDED PER OLD REPUBLIC TITLE COMMITMENT NO.

01-11068635-01T EFFECTIVE DATE 11/5/2010. (AS SURVEYED)

LOT 1 AND PORTIONS OF LOTS 2, 5 AND 6, BLOCK "B", MAP OF TRACT NO. 778 CROCKER INDUSTRIAL PARK, UNIT NO. 1, FILED JUNE 5, 1959 IN BOOK 51 OF MAPS,

PAGE 35, SAN MATEO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF LOT 1, BLOCK "B" WITH THE SOUTHWESTERLY LINE OF VALLEY DRIVE, AS SAID LOT, BLOCK AND DRIVE ARE SHOWN ON THE MAP ABOVE REFERRED TO; THENCE ALONG THE SOUTHWESTERLY LINE OF VALLEY DRIVE, NORTH 61° 17' 44" WEST 97.00 FEET TO THE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL ONE" IN DEED FROM FOREMOST-MCKESSON, INC. TO CONNECTICUT GENERAL MORTGAGE AND REALTY INVESTMENTS, RECORDED APRIL 21, 1972, IN BOOK 6133, OFFICIAL RECORDS, PAGE 350; THENCE LEAVING SAID LINE OF VALLEY DRIVE, ALONG THE SOUTHEASTERLY LINE OF SAID "PARCEL ONE" AND THE SOUTHWESTERLY EXTENSION THEREOF, SOUTH 28° 42' 16" WEST 250.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTHEASTERLY LINE OF "PARCEL TWO," AS DESCRIBED IN AFORESAID DEED; THENCE S 61° 17' 44" EAST ALONG SAID NORTHEASTERLY LINE (SAID LINE BEING PARALLEL WITH AND DISTANT 10 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF LOTS 2 AND 1 IN SAID BLOCK "B"), 272.00 FEET TO THE: NORTHEASTERLY CORNER OF SAID "PARCEL TWO" IN THE NORTHWESTERLY LINE OF PARK LANE, AS SAID LANE IS SHOWN ON AFORESAID MAP; THENCE ALONG SAID NORTHWESTERLY LINE OF PARK LANE, NORTH 28° 42' 16" EAST 230.00 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 31.92 FEET TO A POINT IN THE AFORESAID SOUTHWESTERLY LINE OF VALLEY DRIVE; THENCE ALONG LAST SAID SOUTHWESTERLY LINE, NORTH 61° 17' 4 4" WEST 252.00 FEET TO THE POINT OF BEGINNING.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant (with Landlord's approval, which shall not be unreasonably withheld, delayed, or conditioned upon any additional consideration).

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

RESOLUTION NO. 2020-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE APPROVING THE SECOND AMENDMENT TO A COMMUNICATION SITE LEASE AGREEMENT WITH SPECTRASITE COMMUNICATIONS, LLC AND AUTHORIZING THE MAYOR TO SIGN THE SECOND AMENDMENT

Whereas, on May 26, 2004, the City entered into a lease with MetroPCS for a portion of City property at 50 Park Place for a communication site, which lease included the right of the lessee to install a cell site monopole and communication antennae at a location immediately to the right of the sidewalk leading to the Dog Park from the City Hall's parking lot; and

Whereas, the City approved a First Amendment to the lease in 2010 that, in part, permitted the lessee to sublease a portion of the monopole for other communication companies' antennae in exchange for a \$20,000 payment to the City; and

Whereas, the lease has now been assigned to SpectraSite Communications, LLC ("SpectraSite"); and

Whereas, SpectraSite has requested options to extend the lease from 2029 to 2059 (should all the options be exercised) and has requested an additional 500 square feet of leased property, in exchange for a one-time payment of \$100,000 and a fixed, annual five percent rent increase over the term of the lease; and

Whereas, one of the City's Community Goals is to work with businesses to provide for the City's economic vitality; and

Whereas, the leased area and the area to be leased if the Second Amendment is approved will not impact City operations; and

Whereas, the City will receive valuable consideration if it approves the Second Amendment given the \$100,000 payment that the City will receive and the guaranteed five percent annual rent increases for the leased area that the City will receive.

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:

Section 1: The City consents to, approves, and authorizes the Mayor to sign the Second Amendment to Communications Site Lease Agreement with SpectraSite Communications, LLC, a copy of which is on file with the City Clerk's Office.

Section 2. The City Clerk is authorized to record the Memorandum of Lease, a copy of which is attached to this Resolution.

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Section 3. This Resolution shall be effective immediately upon its adoption.

Terry O'Connell, Mayor
City of Brisbane

* * * *

I, the undersigned, hereby certify that the foregoing Resolution No. 2020-15 was adopted by the City Council of the City of Brisbane at a regular meeting held on February 20, 2020 by the following vote:

AYES;

NOES:

ABSENT:

ABSTAIN:

Ingrid Padilla, City Clerk
City of Brisbane

G.

Item Attachment Documents:

- G. Approve Resolution Nos. 2020-16 and 2020-17 Establishing the Classification of Sustainability Manager and Communications Manager and Amending the Master Pay Schedule



CITY COUNCIL AGENDA REPORT

Meeting Date: 02/20/2020

From: Abby Partin, Human Resources Administrator

Subject: Approval of Resolutions No. 2020-16 and 2020-17

Establishing the Classification of Communications Manager and Sustainability Manager and Amending the Master Pay Schedule.

Community Goal/Result

Community Building, Ecological Sustainability, Fiscally Prudent

Purpose

To ensure the community continues to receive excellent service by retaining and attracting exceptional employees in a financially prudent manner.

Recommendation

Adopt Resolutions No. 2020-16 and 2020-17 by approving the following:

- Establish the Communications Manager and Sustainability Manager classifications;
- Amend the Master Pay Schedule;
- Add Communications Manager and Sustainability Manager to Mid Management unit.

Background

Recently, the City of Brisbane conducted a citywide classification study to revisit and revise class descriptions. As a result of the study, it was deemed that the Sustainability Management Analyst and Senior Management Analyst were both providing more complex administrative support and oversight to their respective department operations. The City Manager has established the need for the aforementioned classifications to provide a path for professional growth and recognition for high level performance.

Discussion

In reviewing the results of the classification study, staff developed job descriptions for Sustainability Manager and Communications Manager, attached to this report, based on the current and foreseeable needs of the community in the areas of communications and ecological sustainability. The Sustainability Manager will develop and manage major sustainability initiatives with high degree of visibility and citywide impact; and establish sustainability strategies and performance matrix. The Communications Manager will develop and implement strategic communications activities to improve and strengthen communication and engagement with the City's community members; coordinate projects involving complex

community and interdepartmental issues; and lead efforts to strengthen online and social media presence.

An internal compensation study was conducted and staff recommends a salary range of \$8,193.13 - \$10,057.75 monthly (\$47.27-\$58.03 hourly), equivalent to Regional Compliance Program Manager. The Mid Management unit reviewed the proposed job descriptions and approved the addition of two new classifications.

Fiscal Impact

The total cost of the aforementioned changes will be approximately \$16,000 per year. The cost for the remainder of the year will be approximately \$5,300, which is available in the current year budget. The full cost of the changes will be incorporated into the budget going forward.

Measure of Success

The City is able to maintain a stable and high quality workforce.

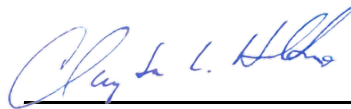
Attachments

Resolution 2020-16

Resolution 2020-17



Abby Partin, HR Administrator



Clay Holstine, City Manager

RESOLUTION NO 2020-16**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE
AMENDING RESOLUTION 2001-11 TO INCLUDE THE CLASSIFICATIONS OF
COMMUNICATIONS MANAGER AND SUSTAINABILITY MANAGER IN THE CLASS
SPECIFICATION MANUAL**

WHEREAS, on February 13, 2001, the City Council approved Resolution 2001-11 establishing the Classifications and Pay Plan and approving the class descriptions included in Exhibit A of said resolution for development of the Class Specification Manual; and

WHEREAS, the City Manager has established the need for the new classifications of Communications Manager and Sustainability Manager; and

WHEREAS, the class descriptions for Communications Manager and Sustainability Manager were developed in cooperation with and has been approved by the City Manager; and

WHEREAS, this newly developed class descriptions for Communications Manager and Sustainability Manager meet the requirements established Rule 6.02b of the City of Brisbane Personnel Rules and Regulations for the Class Specification Manual.

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:

The class descriptions for the classifications of Communications Manager and Sustainability Manager in Exhibit A is approved for inclusion in the Class Specification Manual.

Terry O'Connell, Mayor

G.

I hereby certify that the foregoing Resolution No. 2020-16 was duly and regularly adopted at a regular meeting of the Brisbane City Council on February 20, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

EXHIBIT A**CITY OF BRISBANE****COMMUNICATIONS MANAGER****Definition**

Leads, develops and implements strategic communications activities in order to improve and strengthen communication and engagement with the City's community members; performs public relations activities, media relations and general communication regarding events, operations, and programs of the City; coordinates related projects involving complex community and interdepartmental issues, as assigned; leads efforts to strengthen and expand online and social media presence.

Class Characteristics

This is a professional-level position in which the incumbents perform routine, difficult and complex administrative and technical work where assignments are subject to infrequent review while work is in progress and upon completion. This position uses independent judgment and analytical abilities, which require sound grounding in municipal government and/or assigned program area fundamentals, as well as the ability to independently solve problems of moderate difficulty. Strong written, verbal, interpersonal and human relations skills are essential for incumbents assigned to this classification. This position regularly performs routine and specialized day-to-day department office support work. The incumbent may be responsible for overseeing and directing support staff.

Supervision Received and Exercised

Receives direction from the Administrative Services Director/Deputy City Manager and/or the City Manager.

May provide technical and/or functional oversight to administrative support staff.

Examples of Important and Essential Duties - *the duties described below are provided as examples and are not to be considered as exclusive or all inclusive:*

- Performs public relations and communication activities; determines need for informational and promotional materials and the most effective way to disseminate information to target audiences; researches, prepares, edits, and disseminates public information, news releases, promotional flyers, a newsletter and brochures.
- Serves as a spokesperson and representative for the City Manager and City Council, answering inquiries from the community, media, organizations, etc.
- Leads the City's social media efforts and cross-departmental social media team; monitors City social media feeds and responds as appropriate; posts information on the City-administered platforms.
- Builds and manages the City's press relationships to ensure accurate coverage of events, programs and activities; maintains regular media contacts and keeps them informed of issues and events of importance to the City and citizens.
- Develops and participates in special events.
- Leads fundraising efforts for various donor oriented projects.
- Creates and edits Council Members' articles, talking points for special events, State of the City address and presentation slides.
- Conducts special projects or assists departments at City Manager's request.
- Provides public relations by working with and providing outreach to schools, non-profit organizations, citizens, and community groups.
- Analyzes programs and the needs of residents, now and in the future, using a variety of methods to reach population groups that may need assistance in connecting with City services and programs.

- Manages contracts for the City's public access television channel and website.
- Works with a contractor and other city staff to prepare layout and content for the City newsletter, marketing materials, and City website.
- Manages the City's website including content strategy, integrated messaging, creative direction and analytics; coordinates and/or conducts staff trainings for website editors.
- Solicits and responds to citizen concerns; responds to and resolves citizen inquiries and complaints; follows-up with department staff to ensure prompt resolution.
- Develops, recommends and administers policies and procedures.
- Attends and participates in meetings; represents the City in professional organizations and regional networks.
- Stays abreast of new trends and innovations in the field of community relations, including operations and technology; evaluates the impact of new developments and recommends improvements to existing programs and procedures.

Qualifications**Knowledge of:**

- Principles, practices, and techniques of public information, media, marketing and public relations applicable to a variety of city administration functional areas.
- Principles and techniques of professional writing including English grammar, spelling and punctuation.
- Business letter and report writing and the standard format for reports and correspondence.
- Laws, regulations, municipal codes, ordinances, and resolutions relating to various city administration functions.
- Principles, practices, concepts, functions and activities of city administration.
- Office administrative practices and procedures, including the use of office equipment and of Microsoft Office and web-based applications and management.
- Records management principles and practices.
- Principles of outreach strategies and technologies, including social media and other web-based communication tools and technologies.
- Problem resolution methods.
- Techniques for dealing effectively with the public and City staff, in person and over the telephone.

Skill to:

- Operate a variety of office equipment including computers and peripheral equipment.
- Perform Word processing and database management with speed and accuracy.
- Use office automation and software applications to facilitate public relations activities.

Ability to:

- Acquire a thorough knowledge of policies and regulations related to department functions, the City, and other applicable agencies.
- Provide accurate interpretations of policies and regulations.
- Manage communications, media relations and marketing programs.
- Coordinate interdepartmental communication to ensure consistency of messages.
- Prepare a variety of reports and analyses, which are written clearly, concisely, and accurately.
- Analyze and interpret a variety of municipal programs.
- Establish, maintain, and research City and department files.
- Develop written presentations and reports, which include drawing conclusions and making recommendations.
- Establish and maintain effective working relationships with, employees, City officials, public officials, vendors, the press, contractors, and the general public.

- Understand and follow directions.
- Organize own work and set priorities, effectively multi-tasking and meeting critical deadlines.
- Accomplish work with a minimum of supervision and with only general direction.
- Maintain confidentiality of sensitive information and records.
- Assist directing the work of others on a project or day-to-day basis; train others in work procedures.
- Deal courteously, effectively and tactfully with the general public and outside organizations and groups.
- Communicate effectively both orally and in writing; accurately and effectively explain programs, policies and procedures.
- Make effective presentations to groups.
- Prepare, administer and promote public announcements, and press releases.

Education and Experience: *Any combination of experience and education that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:*

Education: Possession of a Bachelor's degree from an accredited college or university with major course works in Public Administration, Economics, Business Administration, Political Science, Public Policy, or closely related field. Masters in Public Administration or Business Administration is desirable.

Experience: Three years progressively responsible full-time experience in journalism, public relations or public information. Additional experience in a professional or support capacity in a government department may be substituted for the required education on a year-for-year basis.

Licenses: Possession of or the ability to obtain an appropriate, valid California driver's license, and have a satisfactory driving record or ability to travel from one location to another for meetings.

Working Conditions: Work in a standard office environment, and in the field at times to conduct media relations. Maintain a neat and clean appearance; work protracted and irregular hours and evening meetings or off-shift work for meeting attendance or participation in specific projects or programs; available for evening meetings.

Physical Demands: Able to use standard office equipment, including a computer; sit, stand, walk, and maintain sustained posture in a seated or standing positions for prolonged periods of time; vision to read printed materials and a computer screen; hearing and speech to communicate in person, over the telephone, and to make presentations; move 35 pound boxes, files, and materials.

Approved Date:

Resolution:

Revised Date:

Resolution:

Bargaining Unit: Mid-Management/Professional Employees

Resolution:

Former Titles:

Abolished:

CITY OF BRISBANE

SUSTAINABILITY MANAGER

Definition

Develops implements and manages major sustainability initiatives with a high degree of visibility and citywide impact. This position must exercise substantial innovation and leadership in developing and managing programs or projects. Establishes and executes a sustainability strategy and performance metrics by integrating sustainability into long-range planning and ongoing operations to improve outcomes; performs a wide variety of administrative, technical and professional work in analyzing and administering the City's sustainability initiatives that may include their budget development, administration and fiscal reporting, citizen engagement and community outreach, development and administration of contractual agreements, leases and grants, evaluation and development of policies and procedures, and management of department specific programs and functions.

Class Characteristics

This is a professional-level position with broad responsibility for management of City-wide sustainability initiatives. The incumbent performs administrative and technical work where assignments are subject to infrequent review while work is in progress and upon completion. This position uses independent judgment and analytical abilities, which require sound grounding in municipal and state government requirements. Strong written, verbal, interpersonal and human relations skills are essential for incumbents assigned to this classification and the ability to facilitate cross department collaboration.

Supervision Received and Exercised

Receives direction from the Director of Public Works or her/his designee.

May provide supervision and direction to a small staff.

Examples of Important and Essential Duties - *the duties described below are provided as examples and are not to be considered as exclusive or all inclusive:*

- Directs plans, organizes and provides input on day-to-day sustainability activities to meet state and local climate and environmental goals.
- Develop and implement Climate Action and Adaptation Plans for the City, including implementation plans for the near, mid and long-term municipal and community-wide measures as defined in the City's current Climate Action Plan (CAP) and future plan updates, and implement measures in partnership with staff.
- Conducts a variety of analytical and operational studies on a broad range of sustainability topics including greenhouse gas emissions, utilities (energy, water), environmental impact (waste, materials) and/or Climate Action Plan related initiatives. Evaluates alternatives; makes recommendations; implements procedural, administrative and/or operational changes; identifies and resolves problems and potential problems taking appropriate action to remedy situations; maintains records related to data.
- Attends Open Space and Ecology Committee and other designated citizen advisory committee meetings as a staff advisor, prepares agendas and minutes, and coordinates production and presentation of meetings for cable TV channel as needed.
- Interprets and applies pertinent federal, state and local laws, codes and regulations and City policies and procedures; collects, evaluates and interprets complex information and data.
- Oversees grants, agreements and consultant and other contracts as they relate to CAP implementation.
- Prepares CAP updates to achieve greenhouse gas reduction goals in partnership with staff and community.

- Researches and pursues funding opportunities, city recognition awards, partnerships, and donations and grants to expand programs.
- Coordinates and tracks operational programs including energy, waste management, recycling, resource efficiency, greenhouse gas reporting / reductions, transportation, facilities, biodiversity and design for environment.
- Leads Climate Action Plan tied outreach; Participates in internal Social Media Users Group to coordinate and access campaign, branding, and technology tools envisioned through this team.
- Integrates community based social media marketing strategies to drive climate action behavior change efforts across all relevant sectors; defines and explains technical information to a variety of audiences; Independently prepares correspondence and memoranda.
- Works with department managers to design strategies on citizen engagement and community outreach efforts.
- Plans, coordinates, and leads aligned community events including workshops, trainings, presentations, meetings, habitat restoration days, festivals, etc.
- Provides education to raise community and City staff awareness, clarify regulatory requirements and advance behavior change to promote sustainability initiatives.
- Interprets rules, regulations, laws and policies relating to department programs and projects; answers requests for information from internal and external customers.
- Represents the City in regional and state collaborative climate and sustainability forums, including but not limited to RICAPS (Regionally Integrated Climate Action Planning Suite), San Mateo County Climate Ready Collaborative, Bay Area Renewable Energy Network (BayREN), Bay Area Climate Adaption Network (BayCAN), and other professional group meetings and committees.
- Prepares, reviews, and provides input on the division's annual operating budget.
- Serves as a liaison to City departments, the public and outside agencies regarding environmental issues and policies; develops and conducts training on environmental topics for City staff; oversees the development, planning, and creation of materials for public education, information, and outreach programs regarding environmental sustainability.
- Stays abreast of new trends and innovations in the field of environmental programs; researches emerging products and enhancements and their applicability to City needs.

Qualifications

Knowledge of:

- Principles, practices, and techniques of conservation, source reduction, pollution prevention, energy efficiency, climate protection, greenhouse gas emissions reductions, recycling and other environmental issues in a public agency setting.
- Principles, practices, and techniques of public administration applicable to a variety of City administration functional areas.
- Policies and regulations related to department functions, the City, and other applicable agencies.
- Laws, regulations, municipal codes, ordinances, and resolutions relating to various City administration functions.
- Methods for strategic planning, monitoring, communication and support of pilot programs and projects needed to meet the goals and objectives the Sustainability Plan in compliance with the City policy, state regulations and other commitments.
- Principles, methods and techniques of advance research and data analysis related to climate change science and associated mitigation and adaptation strategies
- Standard office administrative practices and procedures, including the use of standard office equipment.
- Business letter and report writing and the standard format for reports and correspondence.

- Computer applications related to work, including spreadsheet, word processing, and database applications.
- Records management principles and practices.
- Techniques for dealing effectively with the public and City staff, in person and over the telephone.
- Problem resolution methods.
- Principles of management, supervision, training, and employee development.

Skill to:

- Operate a variety of office equipment including computers and peripheral equipment.

Ability to:

- Research, analyze, evaluate and make recommendations for improvements in operations, systems and procedures related to sustainability initiatives, and administrative and procedural problems.
- Analyze a variety of sources for relevant information and provide accurate interpretations of policies and regulations.
- Prepare a variety of clear, concise and accurate reports, presentations and analyses, which include drawing logical conclusions and recommending effective courses of action.
- Establish, maintain, and research department files and records. Maintain confidentiality of sensitive information and records.
- Organize own work, set priorities, meet critical deadlines and follow-up on assignments with a minimum of direction.
- Assist directing the work of others on a project or day-to-day basis; train others in work procedures.
- Establish and maintain effective working relationships with employees, City officials, public officials, vendors, contractors, and the general public; exercise a high degree of interpersonal skills in dealing with a variety of managers and support staff.
- Represent the City and the department effectively in contacts with representatives of other agencies, City departments, public officials and the public.

Education and Experience: *Any combination of experience and education that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:*

Education: Possession of a Bachelor's degree from an accredited college or university with major course work in Public Administration, Environmental Science, Management, or Policy, environmental or climate science, environmental engineering, urban planning, or a related field. Master's Degree is preferred.

Experience: Five years of increasingly responsible administrative management experience in research, program oversight, project management, policy analysis or division management related to climate change, sustainability, resource conservation, and/or environmental program coordination. Public sector climate action plan analysis is desirable.

Licenses: Possession of or the ability to obtain an appropriate, valid California driver's license, and have a satisfactory driving record.

Working Conditions: Work in a standard office environment, and in the field at times to conduct recruitment, testing, training, and benefits administration. The ability to travel from different sites and locations; maintain a neat and clean appearance; work protracted and irregular hours and evening meetings or off-shift work for meeting attendance or participation in specific projects or programs; available for evening meetings.



Physical Demands: Able to use standard office equipment, including a computer; sit, stand, and maintain sustained posture in a seated or standing positions for prolonged periods of time; vision to read printed materials and a computer screen; hearing and speech to communicate in person, over the telephone, and to make presentations; move 35 pound boxes, files, and materials.

Approved Date:
Resolution:

Revised Date:
Resolution:

Bargaining Unit: Mid-Management/Professional Employees
Resolution:

Former Titles:

Abolished:

RESOLUTION NO 2020-17**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE
AMENDING THE MASTER PAY SCHEDULES FOR ALL EMPLOYEES**

WHEREAS, the City of Brisbane contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for its employees; and

WHEREAS, pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify the position title for every employee position, the pay rate for each position title, and applicable time base for the pay rate; and

WHEREAS, the City Council of the City of Brisbane desires to approve and adopt a publicly available Master Pay Schedule, showing all established employee positions and pay rates, in accordance with the requirement of California Code of Regulations, Title 2 Section 570.5.

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:

The Master Pay Schedule is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-17 was duly and regularly adopted at a regular meeting of the Brisbane City Council on February 20, 2020, by the following vote:



Ayes:
Noes:
Absent:
Abstain:

Ingrid Padilla, City Clerk

City of Brisbane Master Pay Schedule

Job Classification	Hourly Grade A	Hourly Grade B	Hourly Grade C	Hourly Grade D	Hourly Grade E	Monthly	Fixed Hourly	Hourly Range	Effective Date	Bargaining Group	FLSA Status
Accounting Assistant I	\$ 23.99	\$ 25.20	\$ 26.46	\$ 27.78	\$ 29.18				1/6/2020	General Employees	Non-Exempt
Accounting Assistant II	\$ 26.42	\$ 27.74	\$ 29.13	\$ 30.58	\$ 32.11				1/6/2020	General Employees	Non-Exempt
Administrative Assistant	\$ 31.74	\$ 33.33	\$ 34.99	\$ 36.74	\$ 38.58				1/6/2020	General Employees	Non-Exempt
Administrative Management Analyst	\$ 40.40	\$ 42.41	\$ 44.54	\$ 46.76	\$ 49.11				1/6/2020	Confidential Employee	Exempt
Administrative Services Director	\$ 81.57	\$ 85.64	\$ 89.93	\$ 94.42	\$ 99.15				1/6/2020	Confidential Management	Exempt
Assistant Engineer I	\$ 36.96	\$ 38.81	\$ 40.75	\$ 42.79	\$ 44.92				1/6/2020	General Employees	Non-Exempt
Assistant Engineer II	\$ 40.66	\$ 42.67	\$ 44.82	\$ 47.06	\$ 49.41				1/6/2020	General Employees	Non-Exempt
Assistant to the City Manager	\$ 62.50	\$ 65.62	\$ 68.92	\$ 72.35	\$ 75.98				1/6/2020	Executive Management	Exempt
Associate Civil Engineer	\$ 48.43	\$ 50.84	\$ 53.38	\$ 56.06	\$ 58.86				1/6/2020	Mid-Management/Professional	Exempt
Associate Planner	\$ 42.77	\$ 44.91	\$ 47.16	\$ 49.52	\$ 52.00				1/6/2020	General Employees	Non-Exempt
Cashier	\$ 12.73	\$ 13.37	\$ 14.04	\$ 14.74	\$ 15.48				1/6/2020	Unrepresented	Non-Exempt
City Clerk	\$ 50.58	\$ 53.11	\$ 55.76	\$ 58.56	\$ 61.47				1/6/2020	Executive Management	Exempt
City Manager	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 119.39		1/6/2020	Unrepresented	Exempt
Code Enforcement Officer	\$ 32.54	\$ 34.16	\$ 35.87	\$ 37.66	\$ 39.55				1/6/2020	General Employees	Non-Exempt
Communications Manager	\$ 47.27	\$ 49.75	\$ 52.37	\$ 55.12	\$ 58.03				2/13/2020	Mid-Management/Professional	Exempt
Comm Dev Dir	\$ 78.88	\$ 82.82	\$ 86.97	\$ 91.32	\$ 95.89				1/6/2020	Executive Management	Exempt
Community Development Technician	\$ 32.39	\$ 34.00	\$ 35.70	\$ 37.49	\$ 39.36				1/6/2020	General Employees	Non-Exempt
Community Services Officer	\$ 28.23	\$ 30.06	\$ 31.56	\$ 33.14	\$ 34.79				1/6/2020	General Employees	Non-Exempt
Council Member	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400.00			1/6/2020	Elected Position	
Crossing Guard	\$ 12.79	\$ 13.43	\$ 14.11	\$ 14.81	\$ 15.55				1/6/2020	Unrepresented	Non-Exempt
Deputy City Clerk/Executive Assistant	\$ 38.03	\$ 39.92	\$ 41.92	\$ 44.03	\$ 46.22				1/6/2020	Confidential	Exempt
Deputy Director of Public Works	\$ 71.47	\$ 75.04	\$ 78.80	\$ 82.74	\$ 86.87				1/6/2020	Mid-Management/Professional	Exempt
Deputy Finance Director	\$ 63.97	\$ 67.17	\$ 70.53	\$ 74.06	\$ 77.76				1/6/2020	Mid-Management/Professional	Exempt
Director of Marina/Aquatics Services	\$ 52.36	\$ 54.98	\$ 57.73	\$ 60.61	\$ 63.64				1/6/2020	Executive Management	Exempt
Engineering Technician	\$ 35.62	\$ 37.41	\$ 39.28	\$ 41.22	\$ 43.30				1/6/2020	General Employees	Non-Exempt
Executive Administrative Assistant	\$ 32.90	\$ 34.53	\$ 36.26	\$ 38.08	\$ 39.98				1/6/2020	General Employees	Non-Exempt
Facility Attendant	\$ 16.33	\$ 17.14	\$ 18.00	\$ 18.90	\$ 19.84				1/6/2020	Unrepresented	Non-Exempt
Finance Director	\$ 78.06	\$ 81.96	\$ 86.07	\$ 90.38	\$ 94.88				1/6/2020	Confidential Management	Exempt
Financial Services Manager	\$ 55.26	\$ 58.01	\$ 60.91	\$ 63.97	\$ 67.17				1/6/2020	Mid-Management/Professional	Exempt
Fire Captain	\$ 38.20	\$ 40.10	\$ 42.11	\$ 44.21	\$ 46.43				1/6/2020	IAFF Local 2400	Non-Exempt
Fire Prevention Officer	\$ 33.63	\$ 35.32	\$ 37.08	\$ 38.93	\$ 40.88				1/6/2020	IAFF Local 2400	Non-Exempt
Fire Trainee	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 21.82		1/6/2020	IAFF Local 2400	Non-Exempt
Firefighter	\$ 31.96	\$ 33.56	\$ 35.24	\$ 36.99	\$ 38.84				1/6/2020	IAFF Local 2400	Non-Exempt
Firefighter/Paramedic	\$ 31.96	\$ 33.56	\$ 35.24	\$ 36.99	\$ 38.84				1/6/2020	IAFF Local 2400	Non-Exempt
Habitat Restoration Aide	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 12.00		1/6/2020	Unrepresented	Non-Exempt
Habitat Restoration Lead Worker	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 15.00		1/6/2020	Unrepresented	Non-Exempt
Harbormaster	\$ 44.56	\$ 46.78	\$ 49.12	\$ 51.58	\$ 54.16				1/6/2020	Mid-Management/Professional	Exempt
Head Lifeguard	\$ 19.57	\$ 20.56	\$ 21.58	\$ 22.67	\$ 23.80				1/6/2020	Unrepresented	Non-Exempt
History Project Asst	\$ 33.13	\$ 34.79	\$ 36.53	\$ 38.35	\$ 40.27				1/6/2020	Unrepresented	Non-Exempt
Human Resources Administrator	\$ 65.25	\$ 68.51	\$ 71.94	\$ 75.54	\$ 79.32				1/6/2020	Confidential	Exempt
Human Resources Technician	\$ 32.39	\$ 34.00	\$ 35.70	\$ 37.49	\$ 39.36				1/6/2020	General Employees	Non-Exempt

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Information Technology & Systems Administrator	\$ 48.71	\$ 51.15	\$ 53.70	\$ 56.39	\$ 59.22				1/6/2020	Mid-Management/Professional	Exempt
Intern	\$ -	\$ -	\$ -	\$ -	\$ -			\$15.00 - \$20.00	1/6/2020	Unrepresented	Non-Exempt
Lifeguard	\$ 14.85	\$ 15.60	\$ 16.37	\$ 17.20	\$ 18.04				1/6/2020	Unrepresented	Non-Exempt
Management Analyst (Part-time)	\$ 36.63	\$ 38.48	\$ 40.39	\$ 42.41	\$ 44.53				1/6/2020	Unrepresented	Non-Exempt
Marina Maintenance Worker I	\$ 27.77	\$ 29.15	\$ 30.61	\$ 32.14	\$ 33.76				1/6/2020	General Employees	Non-Exempt
Marina Maintenance Worker II	\$ 30.54	\$ 32.06	\$ 33.68	\$ 35.34	\$ 37.12				1/6/2020	General Employees	Non-Exempt
Marina Maintenance Worker I (Part-time)	\$ 28.32	\$ 29.73	\$ 31.22	\$ 32.79	\$ 34.43				1/6/2020	Unrepresented	Non-Exempt
Marina Maintenance Worker II (Part-time)	\$ 31.14	\$ 32.72	\$ 34.32	\$ 36.03	\$ 37.86				1/6/2020	Unrepresented	Non-Exempt
Marina Services Director	\$ 48.94	\$ 51.38	\$ 53.96	\$ 56.65	\$ 59.49				1/6/2020	Executive Management	Exempt
Office Assistant	\$ 25.45	\$ 26.68	\$ 28.02	\$ 29.42	\$ 30.90				1/6/2020	General Employees	Non-Exempt
Office Assistant (Part-Time)	\$ 25.92	\$ 27.20	\$ 28.56	\$ 30.01	\$ 31.51				1/6/2020	Unrepresented	Non-Exempt
Office Specialist	\$ 29.84	\$ 31.32	\$ 32.90	\$ 34.53	\$ 36.26				1/6/2020	General Employees	Non-Exempt
Office Specialist (Part-Time)	\$ 30.44	\$ 31.95	\$ 33.55	\$ 35.23	\$ 36.99				1/6/2020	Unrepresented	Non-Exempt
Park/Beach/Recreation Commissioner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00			1/6/2020	Appointed Position	
Parks & Recreation Director	\$ 75.21	\$ 78.98	\$ 82.92	\$ 87.06	\$ 91.42				1/6/2020	Executive Management	Exempt
Parks/Facilities Maintenance Worker I	\$ 27.77	\$ 29.15	\$ 30.61	\$ 32.14	\$ 33.76				1/6/2020	General Employees	Non-Exempt
Parks/Facilities Maintenance Worker I (Part-Time)	\$ 28.32	\$ 29.73	\$ 31.22	\$ 32.79	\$ 34.43				1/6/2020	Unrepresented	Non-Exempt
Parks/Facilities Maintenance Worker II	\$ 30.54	\$ 32.06	\$ 33.68	\$ 35.34	\$ 37.12				1/6/2020	General Employees	Non-Exempt
Payroll/Utility Billing Technician	\$ 32.39	\$ 34.00	\$ 35.70	\$ 37.49	\$ 39.36				1/6/2020	General Employees	Non-Exempt
Planning Commissioner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00			1/6/2020	Appointed Position	
Police Chief	\$ 92.05	\$ 96.65	\$ 101.48	\$ 106.56	\$ 111.88				1/6/2020	Police Chief	Exempt
Police Commander	\$ 82.98	\$ 87.14	\$ 91.50	\$ 96.07	\$ 100.87				1/6/2020	Police Commander	Exempt
Police Officer	\$ 42.21	\$ 44.32	\$ 46.53	\$ 48.86	\$ 51.30				1/6/2020	Brisbane Police Officers Association*	Non-Exempt
Police Officer - 40 hour shift (Detective/SRO)	\$ 44.32	\$ 46.53	\$ 48.86	\$ 51.30	\$ 53.87				1/6/2020	Brisbane Police Officers Association*	Non-Exempt
Police Sergeant	\$ 50.85	\$ 53.39	\$ 56.06	\$ 58.87	\$ 61.81				1/6/2020	Brisbane Police Officers Association*	Non-Exempt
Police Trainee	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 31.21		1/6/2020	Brisbane Police Officers Association*	Non-Exempt
Pre-School Teacher	\$ 16.42	\$ 17.26	\$ 18.11	\$ 19.03	\$ 19.98				1/6/2020	Unrepresented	Non-Exempt
Principal Analyst	\$ 56.51	\$ 59.35	\$ 62.30	\$ 65.41	\$ 68.68				1/6/2020	Confidential	Exempt
Principal Planner	\$ 60.21	\$ 63.22	\$ 66.38	\$ 69.70	\$ 73.19				1/6/2020	Mid-Management/Professional	Exempt
Program Manager - SMCWPPP	\$ 59.55	\$ 62.54	\$ 65.67	\$ 68.95	\$ 72.40				1/6/2020	Mid-Management/Professional	Exempt
Public Service Aide	\$ 14.61	\$ 15.35	\$ 16.11	\$ 16.91	\$ 17.77				1/6/2020	Unrepresented	Non-Exempt
Public Works Director/City Engineer	\$ 92.35	\$ 96.97	\$ 101.80	\$ 106.90	\$ 112.25				1/6/2020	Executive Management	Exempt
Public Works Inspector	\$ 45.57	\$ 47.86	\$ 50.25	\$ 52.75	\$ 55.39				1/6/2020	General Employees	Non-Exempt
Public Works Lead Maintenance Worker	\$ 36.66	\$ 38.49	\$ 40.40	\$ 42.43	\$ 44.54				1/6/2020	General Employees	Non-Exempt
Public Works Maintenance Worker I	\$ 27.77	\$ 29.15	\$ 30.61	\$ 32.14	\$ 33.76				1/6/2020	General Employees	Non-Exempt
Public Works Maintenance Worker I (Part-time)	\$ 28.32	\$ 29.73	\$ 31.22	\$ 32.79	\$ 34.43				1/6/2020	Unrepresented	Non-Exempt
Public Works Maintenance Worker II	\$ 30.54	\$ 32.06	\$ 33.68	\$ 35.34	\$ 37.12				1/6/2020	General Employees	Non-Exempt
Public Works Superintendent	\$ 59.27	\$ 62.23	\$ 65.34	\$ 68.62	\$ 72.04				1/6/2020	Mid-Management/Professional	Exempt
Public Works Supervisor	\$ 45.30	\$ 47.57	\$ 49.94	\$ 52.44	\$ 55.06				1/6/2020	Mid-Management/Professional	Exempt
Public Works Team Leader	\$ 41.10	\$ 43.26	\$ 45.54	\$ 47.94	\$ 50.46				1/6/2020	Mid-Management/Professional	Exempt
Receptionist	\$ 25.42	\$ 26.68	\$ 28.02	\$ 29.42	\$ 30.90				1/6/2020	General Employees	Non-Exempt
Receptionist (Part-time)	\$ 25.92	\$ 27.20	\$ 28.56	\$ 30.01	\$ 31.51				1/6/2020	Unrepresented	Non-Exempt
Recreation Leader	\$ 16.40	\$ 17.22	\$ 18.08	\$ 18.98	\$ 19.93				1/6/2020	Unrepresented	Non-Exempt
Recreation Leader Aide	\$ 12.73	\$ 13.37	\$ 14.04	\$ 14.74	\$ 15.48				1/6/2020	Unrepresented	Non-Exempt
Recreation Manager	\$ 55.75	\$ 58.53	\$ 61.45	\$ 64.53	\$ 67.76				1/6/2020	Mid-Management/Professional	Exempt
Recreation Program Coordinator	\$ 28.19	\$ 30.08	\$ 31.59	\$ 33.16	\$ 34.82				1/6/2020	General Employees	Non-Exempt
Recreation Supervisor	\$ 41.18	\$ 43.26	\$ 45.41	\$ 47.67	\$ 50.06				1/6/2020	Mid-Management/Professional	Exempt

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Regional Compliance Program Manager	\$ 47.27	\$ 49.75	\$ 52.37	\$ 55.12	\$ 58.03				1/6/2020	Mid-Management/Professional	Exempt
Reserve Police Officer	\$ 30.13	\$ 31.63	\$ 33.21	\$ 34.87	\$ 36.62				1/6/2020	Unrepresented	Non-Exempt
Senior Accounting Assistant	\$ 29.92	\$ 31.43	\$ 32.99	\$ 34.65	\$ 36.37				1/6/2020	General Employees	Non-Exempt
Senior Civil Engineer	\$ 59.55	\$ 62.54	\$ 65.67	\$ 68.95	\$ 72.40				1/6/2020	Mid-Management/Professional	Exempt
Senior Human Resources Analyst	\$ 45.14	\$ 47.39	\$ 49.76	\$ 52.25	\$ 54.85				1/6/2020	Confidential	Exempt
Senior Management Analyst	\$ 44.26	\$ 46.47	\$ 48.80	\$ 51.23	\$ 53.79				1/6/2020	Mid-Management/Professional	Exempt
Senior Planner	\$ 50.92	\$ 53.46	\$ 56.14	\$ 58.96	\$ 61.89				1/6/2020	Mid-Management/Professional	Exempt
Senior Recreation Leader	\$ 21.04	\$ 22.09	\$ 23.19	\$ 24.35	\$ 25.58				1/6/2020	Unrepresented	Non-Exempt
Sustainability Manager	\$ 47.27	\$ 49.75	\$ 52.37	\$ 55.12	\$ 58.03				2/13/2020	Mid-Management/Professional	Exempt
Special Assistant	\$ -	\$ -	\$ -	\$ -	\$ -			\$12.00-\$75.00	1/6/2020	Unrepresented	Non-Exempt
Spe Coun-Maj Dev Pro	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 175.04		1/6/2020	Confidential Management	Exempt
Swim Instructor	\$ 16.20	\$ 17.01	\$ 17.87	\$ 18.76	\$ 19.70				1/6/2020	Unrepresented	Non-Exempt
Van Driver	\$ 15.24	\$ 16.01	\$ 16.81	\$ 17.66	\$ 18.54				1/6/2020	Unrepresented	Non-Exempt



Item Attachment Documents:

A. Midyear Budget Update



CITY COUNCIL AGENDA REPORT

Meeting Date: 2/20/2020

From: Stuart Schillinger, Administrative Services Director

Subject: Mid Year Budget Update

Community Goal/Result

Fiscal Stability

Purpose

Provide funding for current approved programs and services and set funding aside for long-term liabilities.

Recommendation

City Council acknowledge mid-year update and allocate the following funding amounts

\$250,000 reserved for payment of future plan check and building permit work

\$175,000 placed into the City's Pension Trust Fund held at PARS

\$175,000 reserved for future Capital Projects

Background

On June 21, 2018, City Council adopted the FY 2019/20 budget. The budget projected General Fund Revenues at \$19,390,860 including transfers in. General Fund expenditures were projected at \$20,269,177 including transfers out.

Discussion

Staff has done a preliminary review of the revenues received and expenditures spent through December 2019. Based on this review it is anticipated that the City will have revenues approximately \$750,000 above expenditures. The anticipated increase in revenues is approximately \$2,450,000. The largest component of this is Sales Tax which is projected to be \$5,700,000 rather than the \$4,488,000 projected in June of 2018 when the budget was adopted. Additionally, due to the new development at Sierra Point there continues to be a surge in Building Permit fees, Plan Check Fees, and Fire Fees. This is in excess of \$600,000 more than budgeted. Other areas that have seen larger revenues than originally projected are Property Tax from the former RDA area and ERAF (Educational Relief Augmentation Fund).

On the expenditure side of the City has seen growth due to a number of one-time projects including negotiations with the Eagles, purchase of Adobe Pro to assist in creating a paperless agenda, purchase of budgeting software, personnel issues, City Attorney time, new associate planner, new recreation coordinator, plan check and building permit work for Sierra Point, removal of trees from Trinity, dog park furniture, and Association Fees related to land swap at

A.

Sierra Point for potential park. Staff will continue to monitor the budget and bring back a resolution for any necessary changes at a future meeting.

Fiscal Impact

The City is able to pay for all of its commitments of the 2019/20 budget and set additional money aside for its PERs liabilities and Capital Projects.

Measure of Success

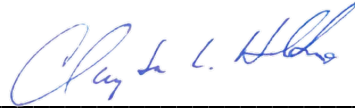
The City is able to meet the goals and policies adopted by the City Council.

Attachments

Mid-year Budget Overview

Stuart Schillinger

Stuart Schillinger, Administrative Services Director



Clay Holstine, City Manager