

# CITY of BRISBANE City Council Meeting Agenda

Thursday, January 16, 2025 at 7:30 PM • Hybrid Meeting 50 Park Place, Brisbane, CA

The public may observe/participate in City Council meetings using remote public comment options or attending in person. City Council members shall attend in person unless remote participation is permitted by law. The City Council may take action on any item listed in the agenda.

#### TO ADDRESS THE COUNCIL

#### **IN PERSON**

Location: Community Meeting Room 50 Park Place, Brisbane, CA 94005 Councilmember Davis will join via teleconference at 251 Mendocino St. Brisbane, CA. Councilmember O'Connell will be teleconferencing from 52 Josefa Ortiz de Dominguez Colibri Condos #104 Bucerias, Nayarit, Mexico

Masking is not required but according to the California Department of Public Health guidelines, people at higher risk for severe illness should consider masking. To help maintain public health and safety, we respectively request that people not attend in-person if they are experiencing symptoms associated with COVID-19 or are otherwise ill and likely contagious (e.g., respiratory illnesses).

To address the City Council on any item – whether on the posted agenda or not – please fill out a Request to Speak Form located in the Community Meeting Room Lobby and submit it to the City Clerk. Speakers are not required to submit their name or address.

#### **REMOTE PARTICIPATION**

Members of the public may participate in the City Council meeting by logging into the Zoom Webinar listed below. City Council meetings may also be viewed live and/or on-demand via the City's YouTube Channel, <a href="mailto:youtube.com/brisbaneca">youtube.com/brisbaneca</a>, or on Comcast Ch. 27. Archived videos may be replayed on the City's website, <a href="mailto:brisbaneca.org/meetings">brisbaneca.org/meetings</a>. Please be advised that if there are technological difficulties, the meeting will nevertheless continue if remote participation is available.

The agenda materials may be viewed online at <u>brisbaneca.org</u> at least 72 hours prior to a Regular Meeting, and at least 24 hours prior to a Special Meeting.

#### **Remote Public Comments:**

Remote meeting participants may address the City Council via Zoom Webinar. Aside from commenting personally while in the Zoom Webinar, you can also use the call in number. The public comments received will be noted for the record during Oral Communications 1 and 2 or during an agenda item. We encourage you to email comments on or not on agenda items in advance of the meeting to ipadilla@brisbaneca.org. That email address, however, will not be monitored during the meeting and emails received during the meeting will not be responded to or brought to the attention of the City Council during the meeting.

Join Zoom Webinar: zoom.us (please use the latest version: zoom.us/download) brisbaneca.org/cc-zoom

Webinar ID: 991 9362 8666

Call In Number: 1 (669) 900-9128

Note: Callers dial \*9 to "raise hand" and dial \*6 to mute/unmute.

#### 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.

#### WRITINGS THAT ARE RECEIVED AFTER THE AGENDA HAS BEEN POSTED

Any writings that are received after the agenda has been posted but before 4pm of the day of the meeting will be available for public inspection at the front lobby in City Hall and on the internet (<a href="mailto:brisbaneca.org/meetings">brisbaneca.org/meetings</a>). Any writings that are received after 4pm of the day of the meeting will be distributed to the Council and made available for public inspection at the front lobby and on the internet the day after the meeting (<a href="mailto:brisbaneca.org/meetings">brisbaneca.org/meetings</a>).

#### 7:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE

#### **ROLL CALL**

A. Consider any request of a City Councilmember to attend the meeting remotely under the "Emergency Circumstances" of AB 2449

#### ADOPTION OF AGENDA

#### **AWARDS AND PRESENTATIONS**

B. Brisbane, Australia Street Sign Gift Presentation from Former Mayor Sepi Wood

#### **ORAL COMMUNICATIONS NO. 1**

#### **CONSENT CALENDAR**

- C. Approve Minutes of City Council Meeting of December 12, 2024
- D. Approve Investment Report as of November 2024
- E. Approve BEST/PTO's Spring Thing as a Co-sponsored Event
- F. Approve Jefferson Union High School District/OSPTO's Fundraising Banquet as a Cosponsored Event
- G. Approve the Brisbane Lion's Club Annual Club Dinner as a Co-sponsored Event
- H. Approve Request to Solicit Donations and Sponsorships for the 2025 Summer Concerts in the Park Series

- I. Adopt a Resolution Approving the Second Revised and Restated Joint Exercise of Powers Agreement San Mateo County Operational Area Services Organization
- J. Adopt a Resolution Authorizing Execution of a Primary Grant Agreement with the San Mateo Transportation Authority for future Measures A and W Funding
- K. Accept Overview Report of Business License Fee Study

#### **NEW BUSINESS**

L. Age-Friendly Action Plan Update

#### **STAFF REPORTS**

M. City Manager's Report- City Updates and Upcoming Activities

#### **MAYOR/COUNCIL MATTERS**

- N. Discussion of Revising the City Council Meetings' Start Time and Day of the Week
- O. Update on City Council Commission and Committee Recruitment
- P. Countywide Assignments and Subcommittee Reports
- Q. Written Communications

#### **ORAL COMMUNICATIONS NO. 2**

#### **ADJOURNMENT**

## File Attachments for Item:

C. Approve Minutes of City Council Meeting of December 12, 2024



#### **BRISBANE CITY COUNCIL**

#### **ACTION MINUTES**

### CITY COUNCIL SPECIAL MEETING AGENDA THURSDAY, DECEMBER 12, 2024

HYBRID MEETING, 50 PARK PLACE, BRISBANE, CA 94005

#### 7:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Mayor O'Connell called the meeting to order at 7:34 P.M. and led the Pledge of Allegiance.

#### **ROLL CALL**

A. Consider any request of a City Councilmember to attend the meeting remotely under the "Emergency Circumstances" of AB 2449

No Councilmembers made a request under the Emergency Circumstances of AB 2449.

Councilmembers present: Councilmembers Cunningham, Davis, Kern, Mackin, O'Connell and Mayor Lentz Councilmembers absent: None

Staff Present: City Manager Dennis, City Clerk Padilla, City Attorney McMorrow, Finance Director Yuen, City Engineer Breault, Assistant to the City Manager Cheung, Parks and Recreation Director Leek, Economic Development Director Bull, Fire Chief Myers, Deputy Fire Chief Abelson, Deputy Fire Chief Johnson, Deputy Fire Chief Amable, Police Chief Macias, Police Commander Garcia, and Communications & Digital Media Coordinator Ordoña

#### ADOPTION OF AGENDA

Councilmember Mackin, seconded by Councilmember Davis, made a motion to adopt the agenda as it stands. The motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Davis, Lentz, Mackin and Mayor O'Connell

Noes: None Absent: None Abstain: None

#### **ORAL COMMUNICATIONS NO. 1**

Tease from the Brisbane Farmer's Market invited the community to come and support the Brisbane

Farmer's Market.

<u>Chris Florkowski</u> asked the Complete Streets Safety Committee to review and provide comments on the Quarry Project's Draft EIR.

#### **CONSENT CALENDAR**

- B. Approve Minutes of City Council Meeting of December 5, 2024
- C. Approve Minutes of City Council Closed Session Meeting of December 5, 2024
- D. Approve Investment Report as of October 2024
- E. Accept the Annual Report of Development Impact Fees for the Fiscal Year Ended June 30, 2024

Councilmember Davis, seconded by Councilmember Lentz, made a motion to adopt the agenda as it stands. The motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Davis, Lentz, Mackin and Mayor O'Connell

Noes: None Absent: None Abstain: None

#### **NEW BUSINESS**

F. Consider adoption of Resolution adopting the County of San Mateo's Certification of Votes and declaring results to fill 3 four-year term Council Seats at the Presidential General Election held on November 5, 2024

City Clerk Padilla reported that it is being recommended to adopt a resolution declaring the results of the election that was held on November 5, 2024. Cliff Lentz and Coleen Mackin were re-elected to serve on the City Council through December 2028. Frank Kern was newly elected to serve on the City Council through December 2028.

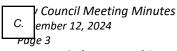
After no Council questions and public comment, Councilmember Lentz, seconded by Councilmember Davis, made a motion to adopt a Resolution adopting the County of San Mateo's Certification of Votes and declaring results to fill 3 four-year term Council Seats at the Presidential General Election held on November 5, 2024. The motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Davis, Lentz, Mackin and Mayor O'Connell

Noes: None Absent: None Abstain: None

G. Administration of Oath of Office of Newly Elected Councilmembers

City Clerk Padilla administered the oath of office to the reelected councilmembers Cliff Lentz and



Coleen Mackin.

Alan Velasco administered the oath of office to the newly elected councilmember Frank Kern.

#### H. Recognize Outgoing Councilmember Karen Cunningham for Her Service

Mayor O'Connell and Councilmembers Davis, Lentz, Kern and Mackin recognized outgoing Councilmember Cunningham with a proclamation for her seven years of dedicated service and leadership as a Councilmember. Councilmember Cunningham served as Mayor of the City of Brisbane from December 2020 through December 2021.

Outgoing Councilmember Cunningham shared her appreciations and noted that she will continue to be engaged and active in the community.

Tony Byun from County Supervisor David Canepa's Office presented outgoing Councilmember Cunningham with a proclamation and thanked her for service to the County and the City of Brisbane.

#### I. Selection of New Mayor and Mayor Pro Tem

Councilmember Davis, seconded by Councilmember Mackin, made a motion to select Councilmember Cliff Lentz as Mayor. The motion was carried unanimously by all present.

Ayes: Councilmembers Davis, Kern, Lentz, Mackin and Mayor O'Connell

Noes: None Absent: None Abstain: None

Councilmember Lentz, seconded by Councilmember Davis, made a motion to select Coleen Mackin as Mayor Pro Tem. The motion was carried unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, O'Connell and Mayor Lentz

Noes: None Absent: None Abstain: None

#### J. Administration of Oath of Office of Newly Selected Mayor and Mayor Pro Tem

City Clerk Padilla administered the oath of office to the newly selected Mayor Pro Tem Coleen Mackin.

City Clerk Padilla administered the oath of office to the newly selected Mayor Cliff Lentz.

Councilmembers Kern, Councilmember Mackin and Mayor Lentz shared a few words to thank their supporters for the opportunity to serve the community and their loved ones for their support.

# C. ember 12, 2024

#### K. Recognize Outgoing Mayor Terry O'Connell for Her Service

Mayor Lentz and Councilmembers Davis, Kern, and Mackin presented outgoing Mayor O'Connell with a proclamation and thanked her for her dedication and commitment to serving the community and furthering the qualities that have made Brisbane a great place to live and work.

Outgoing Mayor Terry O'Connell stated that it was a pleasure to serve, work with staff, and work with Council.

Mayor Lentz and Council took a short recess in the meeting for a brief reception.

#### STAFF REPORTS

#### L. City Manager's Report- City Updates and Upcoming Activities

No reports were given.

#### MAYOR/COUNCIL MATTERS

#### M. Countywide Assignments and Subcommittee Reports

No reports were given.

#### N. Written Communications

Written correspondence was received by Council from Penny O'Connor on December 3, 2024 regarding the Quarry Development.

#### O. Review City Council Meeting Schedule for 2025

City Manager Dennis reported that there is a proposal to cancel the City Council Meeting of January 2, June 19<sup>th</sup> because of the Juneteenth holiday, and July 3<sup>rd</sup>. He added that there will be at least one additional session to discuss the budget. Councilmembers asked for additional sessions in June and in July.

#### **ORAL COMMUNICATIONS NO. 2**

No members of the public wished to speak.

#### ADJOURNMENT

Mayor Lentz adjourned the meeting at 9:11 P.M.

Ingrid Padilla	
City Clerk	

# **File Attachments for Item:**

D. Approve Investment Report as of November 2024

#### **CITY OF BRISBANE CASH BALANCES & INVESTMENTS SOURCE OF FUNDING** November 30, 2024

NAME OF DEPOSITORY	INVESTMENT Type	DATE OF INVESTMENT	II	FACE VALUE OF NVESTMENT	CARRY VALUE OF INVESTMENT	II	MARKET VALUE OF NVESTMENT	COUPON INTEREST RATE %	MATURITY DATE	RATING/ COLLATERAL
WELLS FARGO	Checking A/C		\$	5,762,198	\$ 5,762,198		5,762,198	0.000		110% collateral
STATE FUND (LAIF)	Deposit on call	continuous	\$	610,592	\$ 610,592	\$	610,592	4.500	on call	no rating
Other Investments										
	FHLB	3/24/2022	\$	1,000,000	\$ 1,000,000	\$	991,780	2.000	03/24/2025	
	FHLB	4/22/2022	\$	1,000,000	\$ 1,000,000	\$	992,450	2.750	04/22/2025	
	FHLB	7/28/2022	\$	1,000,000	\$ 1,000,000	\$	996,790	4.050	07/28/2025	
	FHLB	12/31/2021	\$	1,000,000	\$ 1,000,000	\$	974,800	1.300	09/30/2025	
	FHLB	10/27/2022	\$	1,000,000	\$ 1,000,000	\$	1,002,790	4.750	10/27/2025	
	FFCB	9/12/2022	\$	1,000,000	\$ 1,000,000	\$	995,620	4.125	12/12/2025	
	FFCB	12/1/2023	\$	1,000,000	\$ 1,000,000	\$	1,004,540	5.060	12/01/2026	
	FHLB	3/25/2022	\$	1,000,000	\$ 1,000,000	\$	962,910	2.600	03/25/2027	
	FHLB	5/26/2022	\$	1,000,000	\$ 1,000,000	\$	998,720	4.000	05/26/2027	
	FHLB	5/26/2022	\$	1,000,000	\$ 1,000,000	\$	988,510	3.750	05/26/2027	
	FHLB	11/19/2024	\$	1,000,000	\$ 1,000,000	\$	1,000,280	4.650	11/19/2027	
	FFCB	8/6/2024	\$	1,000,000	\$ 1,000,000	\$		5.340	11/06/2028	
	FHLM	6/12/2024	\$	1,000,000	\$ 1,000,000	\$		5.750	06/12/2029	
	FHLM	6/25/2024	\$	1,000,000	\$ 1,000,000		1,001,790	5.500	06/25/2029	
	FHLB	7/29/2024	\$	1,000,000	\$ 1,000,000	\$		5.150	07/25/2029	
	FHLB	10/30/2024	\$	1,000,000	\$ 1,000,000	\$	998,480	5.020	10/30/2029	
	FHLM	11/19/2024	\$	1,000,000	\$ 1,000,000		1,002,170	5.000	11/19/2029	
BNY Mellon	Treasury Obligations	continuous	\$	1,899,944	\$ 1,899,944		1,899,944	4.540	on call	110% collateral
Sub-total			\$	18,899,944	\$ 18,899,944	\$	18,814,184			
U.S. Bank	2014 BGPGA Bond (330)	Improvements		Treas Obl	\$ -		10031			
		Reserve Fund		Treas Obl	\$ 1		10032			
		Revenue Fund		Treas Obl	\$ -		10034			
		Expense Fund		Treas Obl	\$ -		10035			
		Principal		Treas Obl	\$ 1		10036			
		Interest Fund	Fed	Treas Obl	\$ 0		10037			
U.S. Bank	2015 Utility Capital (545)	Improvements	Fed 7	Treas Obl	\$ -		10031			
		Reserve	Fed 7	Treas Obl	\$ 564		10032			
		Expense Fund	Fed <sup>-</sup>	Treas Obl	\$ -		10035			
BNY Mellon	2023 BGVMIDFA Bond (328)	Improvements	Fed -	Treas Obl	\$ 33		10031			
DIVI WEIGH	2023 BG VIVIIDI A Bolia (320)	•								
		Reserve / Project			\$ 1,798,106		10032			
		Expense Fund	Fed 7	Treas Obl	\$ 5		10035			
		Principal	Fed 7	Treas Obl	\$ -		10036			
		Interest Fund	Fed 7	Treas Obl	\$ -		10037			
PARS	OPEB Trust	Trust Cash	Inves	stments	\$ 4,421,522		13050			
PARS	Retirement Trust	Trust Cash	Inves	stments	\$ 1,719,414		13050			
Sub-total	Cash with Fiscal Agents				\$ 7,939,646	•)				
	Total other investments		\$	26,839,590	\$ 26,839,590	\$	18,814,184			
TOTAL INVESTMENT	TS & CASH BALANCES		\$	33,212,380	\$ 33,212,380	\$	25,186,974			
				,,500	 22,2:2,000		-,,	•		

Outstanding Loans to Department Heads / Former Employees

Date of loan Amount Amount Remaining Interest Rate Stuart Schillinger 4/1/2002 318,750 \$ 318,750 Variable, LAIF + 1%

FFCB - Federal Farm Credit Bank

FHLB - Federal Home Loan Bank FHLM - Federal Home Loan Mortage Corporation

FNMA -Federal National Mortgage Association

Two year Treasury Weighted Interest Weighted maturity 4.13% 3.25%

#### 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) 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.

Carolina Yuen
CITY TREASURER

### File Attachments for Item:

E. Approve BEST/PTO's Spring Thing as a Co-sponsored Event



#### CITY COUNCIL AGENDA REPORT

**Meeting Date: 1/16/2025** 

From: Jeff Franco, Recreation Coordinator

Noreen Leek, Parks & Recreation Director

**Subject:** Approve the BEST/PTO Spring Thing Application for Event

Cosponsorship

#### **Community Goal/Result**

Community Building & Fundraising

#### **Purpose**

Promote cultural and social events that encourage community engagement and provide assistance to local non-profit organizations.

#### Recommendation

Approve BEST/PTO's Spring Thing event as a cosponsored event.

#### **Background**

BEST/PTO a is Non-profit 501(c)(3) organization established in 1992. Their mission is to foster a strong partnership between parents, teachers, and the school to support the education and developmental needs of students. The BEST/PTO, BES PTO, Lipman PTO, and Panorama PTO provide fundraising for all schools within the district. The proceeds are dedicated to enriching student experiences, upgrading facilities, enhancing staff development and expressing appreciation.

#### Discussion

BEST/PTO's Spring Thing event will be held at the Mission Blue Center on Saturday, March 15, 2025, from 6:00-11:00pm. All funds raised by the event will benefit all schools in the Brisbane School District. The event will include a dinner, dance, and a small silent auction. Meeting the Group II requirements with the event open to the general public qualifies BEST/PTO for free use of the facility and waives the deposit requirement.

#### **Fiscal Impact**

BEST/PTO is requesting support from the City as summarized in the table below. They have requested use of the Mission Blue Center for the aforementioned event. Although use of the facility and the deposit are waived as part of their Group II designation, they are also asking the City to waive costs associated event insurance.

FINANCIAL IMPACT SUMMARY BASED ON APPLICATION				
Hourly Rental of Mission Blue Center	= < 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Waived per City policy for Non- profit use		
Mission Blue Rental Deposit	\$500 (Typically refundable absent damages)	Waived per City policy for Non- profit use		
Indoor Event Insurance	Approximately \$100-\$250/event. (Renters are typically required to procure insurance on their own and provide a copy to the city.)	Requesting requirement be waived		
Promotional and Marketing Support	Waived			

#### **Attachments**

1. Cosponsorship application

yeff Franco

Jeff Franco, Recreation Coordinator

Noreen Leek, Parks & Recreation Director

Jeremy Dennis, City Manager





# City of Brisbane

# CO-SPONSORSHIP APPLICATION

This application must be submitted to the Parks & Recreation Department at least (90) working days prior to the requested event.

PHONE: 415-508-2140 | EMAIL: BRISBANEREC@BRISBANECA.ORG | OFFICE: 50 Park Place, Brisbane, CA 94005

The state of the s	ANECA.ONG   OFFICE. 30 Faik Flace, Blisballe, CA 34003
APPLICANT INFORMATION	
Name of Contact Person: LIZ Larson	_ Contact Person's Phone: 415 279 5959
Contact Person's Email: ej+814@gmail.com	
Name of Organization: BEST / PTU	Organization's Website:
Organization's Address or P.O. Box:	Projector & S. En of Winglin Blue Only). V
Circle ONE of the following items below that best describes your o	erganization.
<ul> <li>a. Brisbane Non-Profit Organization</li> <li>b. Non-resident, Non-Profit Organization (Outside of Brisbar</li> <li>c. School District, School, or School Affiliated Group (ex. PTO</li> <li>d. Private Group, Club, or Organization</li> </ul>	
What year did your organization begin serving the Brisbane comm	unity? not sure, -1992?
How has your organization contributed to the Brisbane community  The BEST PTO provides fundra  the district. The proceeds are	ising for all Schools within
Student Propriesons in an direction	Carlinge Staff development and
What is your organization's mission and/or numoss <sup>2</sup> QXP VE	facilities, Staff development, and some appreciation.
The PTO aims to foster a	
between parents, teachers	
to support the educate	don and development
needs of Students.	Partition of the continuence
est subset is an Bilabuna Armal Lead So dud Its anit Ashibarian	o you wi in io we amplified couple to this event of 125 1 year, you mu
EVENT DETAILS	
Name of Event: Spring Therig	Event Set-up Start Time: 2:00 pm
event Date (mm/dd/yy): 3 15 24	
event Day of Week: Saturday	Event Start Time: 6:00 pm  Event Close Time: 10:00 pm
event Location: Mission Blue	Other
Reservation Permit Number (if applicable):	
Describe what can be expected from this event? (ex. Performance, Dinner, Dance, Auction	shopping, activities, etc.)
Will there be any fundraising at this event? $\frac{9e5}{1}$ If yes, what v	will the funds raised be used for? Brisbane School Distr
Are there any admission fees for this event? 405 If yes, please	
If this event is NOT open to the general public, what are the restric	

OOR FACILITY ACCESS REQUEST TBO		
one will be available when you need access. (If you are not reques		
Date of Facility Access (mm/dd/yy):	Opening Time:	Closing Time:
Date of Facility Access (mm/dd/yy):	Opening Time:	Closing Time:
Date of Facility Access (mm/dd/yy):	Opening Time:	Closing Time:
EQUIPMENT USE REQUEST		
<insert equipment="" liability="" notice="" use=""> Indicate the equipment you wish to borrow for this event.</insert>	Quantity TBC	U.A / J. Lengt decised faction
Bluetooth Speaker? with Microphone?		
Projector & Screen? (Mission Blue Only)	10 per	rilable Sft Diameter Round Tables
Theater Risers? (Mission Blue Only)	emp woy (- hay 1 7 and 16 ft	10ft x 10ft Canopy/Pop-up Tent
Theatrical Lighting? (Mission Blue Only) Lighting Technic	ian?	Weighted Sandbags
Other:	ispodené o elebero <del>lo</del> - <u>porsone</u> en betellika l	School School School or School
PERMITS		
Food & Beverage Permits		
Will any food or non-alcoholic beverages be sold at your event?	at grevense up anadaha 967 t	a suited and backbourg/food program
*Full Liquor Liability: If beer or wine is available for consumption a meal, for entry to the event, for the beverage) then full liquor li  Traffic Permits  Will this event require any street or parking closures? NO If yes	ability premiums are necessa	iry.  Nume notesing shortest to the case of the case o
Do you wish to use amplified sound at this event? $\underline{\cancel{40}}$ If yes, you	ı must submit an <u>Brisbane Ar</u>	nplified Sound Permit Application
ADDITIONAL SUPPORT  Do you need any promotional support for this event?  Signboards?  Digital Graphics / Flyers?  Other:		
To the fullest extent allowed by law, I agree to indemnify and defevolunteers and hold them harmless from and against any and all loneys' fees, arising out of the use or occupancy described in this appelected or appointed officers, officials, agents and employees for loccupancy described in this application.	oss, liability, expense, claims, opposed in the place of the plication. I agree to waive all i	costs, suits, and damages, including attor- rights of subrogation against the City, its fany policy which arise from the use or
Applicant Signature	ennistrates en oan active and	Date 12-13-7-9
15		

### File Attachments for Item:

F. Approve Jefferson Union High School District/OSPTO's Fundraising Banquet as a Cosponsored Event



#### CITY COUNCIL AGENDA REPORT

**Meeting Date:** 1/16/2025

From: Jeff Franco, Recreation Coordinator

Noreen Leek, Parks & Recreation Director

**Subject:** Approve the JUHSD/OSPTO Fundraising Banquet for Event

Cosponsorship

#### **Community Goal/Result**

Community Building & Fundraising

#### **Purpose**

Promote cultural and social events that encourage community engagement and provide assistance to local non-profit organizations.

#### Recommendation

Approve the JUHSD/OSPTO Fundraising Banquet for Event Cosponsorship.

#### **History**

Jefferson Union High School District (JUHSD) commits to engaging, educating, and empowering all students, with a focus on those under-served, inadequately served, or disenfranchised by educational institutions and systems. Their mission is to create a community of creative and critical thinkers and learners in a safe, challenging, and equitable educational environment that instills dignity, enthusiasm, and involvement. They promote quality learning environments through identification, direct services, consultation, and co-teaching to support all students. Their motto of Excellence through Equity extends to their people.

The Oceana Student Parent Teacher Organization (OSPTO) works with families, faculty and administration to organize and facilitate events that aspire to enrich children's educational experience and build a stronger community. The organization helps to fund programs and events at Oceana and to increase communication between the school and families.

#### Discussion

The JUHSD/OSPTO Fundraising Banquet will be held on Saturday, March 8th, 2025, from 6:00-9:00pm at the Mission Blue Center. This event is a fundraiser for the Oceana Student Teacher Organization and includes a performance, silent auction, and a themed activity. The JUHSD/OSPTO qualifies under the Group II category for recreation facilities indoor use permits as a non-profit group serving the Brisbane community. Meeting the Group II requirements with the event open to the general public qualifies them for free use of the facility and waives the deposit requirement.

#### **Fiscal Impact**

The JUHSD & OSPTO is requesting support from the City as summarized in the table below. They have

requested use of the Mission Blue Center for their event. Use of the facility and the deposit are waived as part of their Group II designation.

FINANCIAL IMPACT SUMMARY BASED ON APPLICATION				
Hourly Rental of Mission Blue Center	Approximately 8 hours @ \$371/hour = \$2,968 (including set up and clean up)	Waived per City policy for Non- profit use		
Mission Blue Rental Deposit	\$500 (Typically refundable absent damages)	Waived per City policy for Non- profit use		
Event Insurance	Approximately \$100- \$250/event. (Renters are typically required to procure insurance on their own and provide a copy to the city.)	Requesting requirement be waived		
Promotional and Marketing Support	Waived			

#### **Attachments**

1. Cosponsorship application

Jeff Franco

Jeff Franco, Recreation Coordinator

Noreen Leek, Parks & Recreation Director

Jeremy Dennis, City Manager



# City of Brisbane CO-SPONSORSHIP APPLICATION

This application must be submitted to the Parks & Recreation Department at least (90) working days prior to the requested event.

PHONE: 415-508-2140 | EMAIL: BRISBANEREC@BRISBANECA.ORG | OFFICE: 50 Park Place, Brisbane, CA 94005

	Take have provided the provided for the provided the provided provided the provided					
APPLICANT INFORMATION						
Name of Contact Person: Toni Presta/Yves Hur	Contact Person's Phone: w:650-550-7900 c: 510-406-6546					
Contact Person's Email: cjohnson@jeffersonunion.net						
Name of Organization:	Organization's Website: www.juhsd.net and www.ospto.weebly.com					
Organization's Address or P.O. Box: 123 Edgemont Drive Building A, Daly City, CA 94015						
Circle ONE of the following items below that best describes your org	anization.					
<ul> <li>a. Brisbane Non-Profit Organization</li> <li>b. Non-resident, Non-Profit Organization (Outside of Brisbane)</li> <li>c. School District, School, or School Affiliated Group (ex. PTO)</li> <li>d. Private Group, Club, or Organization</li> </ul>						
What year did your organization begin serving the Brisbane commun	unknown					
How has your organization contributed to the Brisbane community in Brisbane student attend Jefferson Union High School Dis	n the past 2 years?					
events for years.						
OSPTO works with families and JUHSD staff to organize educational experience and build a stronger community.						
EVENT DETAILS						
Name of Event: OSPTO Inaugural Fundraising Banquet	Event Set-up Start Time: 12PM					
Event Date (mm/dd/yy): March 8, 2025	Event Start Time: 6PM					
Event Day of Week: Saturday	Event Close Time: 9PM					
Event Location: Mission Blue						
Reservation Permit Number (if applicable):						
Describe what can be expected from this event? (ex. Performance, stable): Performance/silent auction/themed activity	nopping, activities, etc.)					
Will there be any fundraising at this event? Yes If yes, what wi	Il the funds raised be used for? school programs and scholarships					
Are there any admission fees for this event? $yes$ If yes, please I	ist them here: undecided amount					
If this event is NOT open to the general public, what are the restricti	ons for who may attend? (ex. Age, membership, residency, etc.)					

one will be available when you	need access. (If you are not requesting	g indoor facility	use, you may skip t	to the next section)
Date of Facility Access (mm/dd	1/yy): 3/8/2024	Opening Time	: 12PM	Closing Time: 10PM
Date of Facility Access (mm/dd	I/yy):		:	
Date of Facility Access (mm/dd	I/yy):	Opening Time	:	Closing Time:
EQUIPMENT USE REQU	UEST			
	sh to borrow for this event. with Microphone?	?	Quantity: 3 25 2/0 may Char	Item: 6ft Long Rectangle Tables 5ft Diameter Round Tables Chairs 10ft x 10ft Canopy/Pop-up Tent Weighted Sandbags
PERMITS				
Will alcoholic beverages be ser *Full Liquor Liability: If beer or a meal, for entry to the event,  Traffic Permits  Will this event require any stre  Amplified Sound Permits  Do you wish to use amplified so	beverages be sold at your event? If ye wine is available for consumption and for the beverage) then full liquor liabilized or parking closures? If yes, you mound at this event? If yes, you m	s, you must atta I money is trans lity premiums an ou must obtain	ach a copy of an Al acted in any form re necessary. a <u>Brisbane Encroa</u>	coholic Beverage Permit (i.e. for donation, for a ticket, for
ADDITIONAL SUPPORT				
Do you need any promotional				
Signboards?	Social Media?			
Digital Graphics / Flyers?	Programs?			
Other:				

#### **USE AGREEMENT & LIABILITY RELEASE**

OOR FACILITY ACCESS REQUEST

To the fullest extent allowed by law, I agree to indemnify and defend the City of Brisbane, its directors, officers, agents, employees and volunteers and hold them harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of the use or occupancy described in this application. I agree to waive all rights of subrogation against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from the use or occupancy described in this application.

Applicant Signature

Date 11 12 24

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G. Approve the Brisbane Lion's Club Annual Club Dinner as a Co-sponsored Event



#### CITY COUNCIL AGENDA REPORT

**Meeting Date:** 1/16/2025

From: Jeff Franco, Recreation Coordinator

Noreen Leek, Parks & Recreation Director

**Subject:** Approve the Lion's Club Annual Crab Dinner for Event

Cosponsorship

#### **Community Goal/Result**

Community Building & Fundraising

#### Purpose

Promote cultural and social events that encourage community engagement and provide assistance to local non-profit organizations.

#### Recommendation

Approve the Brisbane Lions Club Annual Crab Dinner as a cosponsored event.

#### **Background**

The Brisbane Lions Club, formed in 1947, is a 501(c)(3) non-profit organization committed to serving the Brisbane community. Lions Clubs bring individuals together to donate their time towards improving their communities, and the world. The organization helps our local community with access to vision and hearing resources and equipment, scholarships for students in Brisbane, and more.

#### Discussion

The Annual Crab Dinner will be held on Saturday, February 15th, 2025, from 5:00-9:00pm at the Mission Blue Center. The event is a fundraiser for the Lion's Club scholarship fund and includes a crab feed, pasta, salad bar, and dancing. The Brisbane Lions Club qualifies under the Group II category for recreation facilities indoor use permits as a non-profit group serving the Brisbane community. Meeting the Group II requirements with the event open to the general public qualifies them for free use of the facility and waives the deposit requirement.

#### **Fiscal Impact**

The Brisbane Lions Club is requesting support from the City as summarized in the table below. They have requested use of the Mission Blue Center for the aforementioned event. Use of the facility and the deposit are waived as part of their Group II designation.

FINANCIAL IMPACT SUM	MARY BASED ON APPLICATI	ION
Hourly Rental of Mission Blue Center	Approximately 8 hours @ \$371/hour = \$2,968 (including set up and clean up)	Waived per City policy for Non- profit use
Mission Blue Rental Deposit	\$500 (Typically refundable absent damages)	Waived per City policy for Non- profit use
Event Insurance	Approximately \$100- \$250/event. (Renters are typically required to procure insurance on their own and provide a copy to the city.)	Requesting requirement be waived
Promotional and Marketing Support	Wa	ived

#### **Attachments**

1. Cosponsorship application

*Jeff Tranco*Jeff Franco, Recreation Coordinator

Noreen Leek, Parks & Recreation Director

Jeremy Dennis, City Manager





# City of Brisbane CO-SPONSORSHIP APPLICATION

This application must be submitted to the Parks & Recreation Department at least (90) working days prior to the requested event.

PHONE: 415-508-2140 | EMAIL: BRISBANEREC@BRISBANECA.ORG | OFFICE: 50 Park Place, Brisbane, CA 94005

#### APPLICANT INFORMATION

Name of Contact Person: \_Lion Sharon Contact Person's Phone: 650.280.8468

Contact Person's Email: BrisbaneLionsClub@gmail.com

Name of Organization: Brisbane Lions Club Organization's Website: BrisbaneLions.org

Organization's Address or P.O. Box: P.O. Box 317, Brisbane, CA, 94005

Circle ONE of the following items below that best describes your organization.

- a. Brisbane Non-Profit Organization
- b. Non-resident, Non-Profit Organization (Outside of Brisbane)
- c. School District, School, or School Affiliated Group (ex. PTO)
- d. Private Group, Club, or Organization

What year did your organization begin serving the Brisbane community? 1947

awards to 81 brisbane students. we have provided financial support to various community member s in need. We have also helped a family rebuild their home after the mud slides in 2023.

What is your organization's mission and/or purpose? To Serve the community of Brisbane. Our Lions club motto is "We Serve".

How has your organization contributed to the Brisbane community in the past 2 years? We have provided over \$125,000 in scholar

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Name of Event: Brisbane Lions Annual Crab Feed Event Set-up Start Time: 9:00am

Date (mm/dd/yy): 2/15/2025 Event Start Time: 5:00pm

Event Day of Week: Saturday Event Close Time: 9pm

Event Location: Mission Blue

Reservation Permit Number (if applicable):

Describe what can be expected from this event? (ex. Performance, shopping, activities, etc.) Annual Crab Dinner Fundraiser and

Dancing.

Will there be any fundraising at this event? Yes If yes, what will the funds raised be used for? Everything listed above

Are there any admission fees for this event? Yes If yes, please list them here: ticket price for the dinner

If this event is NOT open to the general public, what are the restrictions for who may attend? (ex. Age, membership, residency, etc.)

24 Page 1/2

Closing Time: Closing Time:
Closing Time:
Item: 6ft Long Rectangle Tables 5ft Diameter Round Tables
Chairs
10ft x 10ft Canopy/Pop-up Tent
Weighted Sandbags
ed smchealth.org/food-program
y form (i.e. for donation, for a ticket, for y.
roachment Permit
olified Sound Permit Application

To the fullest extent allowed by law, I agree to indemnify and defend the City of Brisbane, its directors, officers, agents, employees and volunteers and hold them harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of the use or occupancy described in this application. I agree to waive all rights of subrogation against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from the use or occupancy described in this application.

**Applicant Signature** 

**DOR FACILITY ACCESS REQUEST** 

Date 12/12/2024

### File Attachments for Item:

H. Approve Request to Solicit Donations and Sponsorships for the 2025 Summer Concerts in the Park Series



#### CITY COUNCIL AGENDA REPORT

**Meeting Date:** 1/16/2025

From: Jeff Franco, Recreation Coordinator

Subject: Request to Solicit Donations/Sponsorships for the 2025

Summer Concerts in the Park Series

#### **Community Goal/Result**

Community Building, Fiscally Prudent

#### **Purpose**

Facilitate a community-funded approach to the Concerts in the Park series to preserve traditions and provide opportunities for community connections.

#### Recommendation

Grant permission to City staff, in coordination with the Parks & Recreation Commission, to seek donations/sponsorships from Brisbane residents and businesses for the 2025 Summer Concerts in the Park series.

#### **Background**

The Concerts in the Park event series has existed in Brisbane for more than seventeen years. Community sponsorships and donations play a crucial role in supporting the summer concert series, ensuring that these events remain accessible, fun, and successful. Local businesses and individuals who contribute through financial support or in-kind donations help cover essential costs including band fees, sound engineers, equipment, and marketing. In turn, sponsors gain visibility and a positive association with the community which fosters healthy partnerships between business and residents. Ultimately, community involvement strengthens the cultural fabric of Brisbane, creating a vibrant and connected community for all to enjoy.

Each year, City staff work in tandem with the Parks & Recreation Commission, businesses, and residents to preserve these valued community events. The average annual sponsorship totals over the past seven years have ranged between \$11,000-\$14,000.

#### **Discussion**

The Parks & Recreation department requests the Council's permission to solicit donations/sponsorships from Brisbane community members and businesses for the 2025 Summer Concerts in the Park series.

#### Fiscal Impact

This community-based fundraising approach diminishes the burden on the City's general fund. Consistent with past fundraising efforts, staff aspire to secure \$11,000-\$14,000 in sponsorships and donations to cover all non-personnel expenses associated with facilitating the Summer Concert series.

## **Attachments**

- 1. City of Brisbane Fundraising Plan
- 2. 2024 Sponsorship Brochure (for reference)

Jeff Franco	
	Jeremy Dennis
Jeff Franco, Recreation Coordinator	eremy Dennis, City Manager

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# tity of Brisbane Fundraising Plan

Fundraising Plan Title and Purpose: *Please provide a title and description for your fundraising project*.

Request to Seek Donations/Sponsorships for the 2025 Summer Concerts in the Park Series

Fundraising Participants: Please list the names for all groups and individuals that will be conducting fundraising.

Nicole Houghton, Recreation Supervisor Jeff Franco, Recreation Coordinator

Donation Type/Amount: Please describe the types and amount of donations that will be sought.

Monetary Donations. There are 5 levels of sponsorships:

-Bronze: \$150 -Copper: \$300 -Silver: \$600 -Gold: \$1250 -Platinum: \$2500 Staff will be working closely with the P&R Commission to strategize around varied fundraising efforts (i.e. selling branded merchandise, VIP attendee experiences).

Anticipated Donors: Please describe who will be approached for donations.

Brisbane community members & Brisbane businesses

Donor Recognition Plan: Please describe how donors will be recognized.

Sponsors will be recognized on the signboards, posters that are hung on the gazebo in the Community Park, in City publications, and also by the City Council.

Fundraising Timeline:	
Council Review of Fundraising Plan:	City Council Meeting, 1/16/2025
Fundraising Start:	January 2025
Fundraising Completion:	August 2025
Council Review of Donations:	
Donor Recognition Complete:	

Restrictions/Reporting: *Please identify any restrictions or reporting requirements associated with this fundraising plan.* 

# **APPLICATION**

Submission Date: \_\_\_\_\_

# **SPONSOR INFORMATION**

Name: \_\_\_\_\_\_
Company: \_\_\_\_\_

(If applicable)
Address:

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website:

(If applicable)

# **SPONSOR LEVELS**

Title Sponsor: \$2,500

Gold Sponsor: \$1,250

Silver Sponsor: \$600

**Copper Sponsor: \$300** 

Bronze Sponsor: \$150

## Please submit applications to:

brisbanerec@brisbaneca.org or c/o Jeff Franco, Parks and Recreation Department, 50 Park Place, Brisbane, CA 94005

Pl 30 make checks payable to: City of Brisbane

# SPONSORSHIP SUPPORT

We would be honored to have your support for the 2024 Summer Concerts in the Park series! In exchange for your generosity, we offer opportunities for sponsor recognition within the Brisbane community as outlined under the Sponsor Levels. If you are interested in learning more about sponsorship opportunities please email us at brisbanerec@brisbaneca.org.

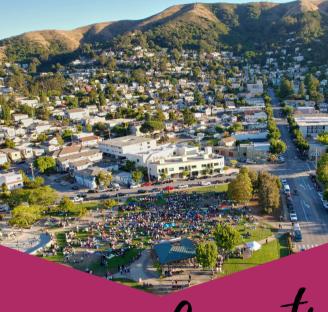






This summer tradition is made possible due to the generous tax deductible donations made by our community.





Swamer Concerts
SPONSORSHIP
OPPORTUNITIES

brisbaneca.org/events

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# **ABOUT US**

"The mission of Parks & Recreation services in Brisbane is to engage and inspire a healthier community by providing fun, inclusive, innovative and safe parks, facilities and programs."

We are excited to present the 2024 Summer Concerts in the Park series! In order to provide top notch entertainment and quality bands, we need your support!

Your generous donations will help significantly and we ask that you consider becoming a sponsor to make this Summer concert series the best yet.

The 2024 series will be held on select Fridays in July and select Sundays in August as outlined below. Your sponsorship helps to create timeless memories for the Brisbane community! The various levels of sponsorship are further detailed on the next page.

# **Concert Line Up**

- ✓ Friday, 7/12- Pride & Joy
- ✓ Friday, 7/19 DJ Sharon sponsored by the Lion's Club
- ✓ Friday, 7/26 Native Elements
- ✓ S <sub>31</sub> ay, 8/4 Local Band: Con Kimba
- ✓ Sunday, 8/11 Mercy & the Heartbeats

# **Sponsor Levels**

# Title Sponsor: \$2,500 & above

- Designated sponsor booth at one concert
- VIP perks at concerts
- Recognition on the City's digital signboards
- Sponsor acknowledgement at all concerts
- Sponsor recognition on concert swag
- Name & logo listed on gazebo sponsor banner
- + All items listed below

# Gold Sponsor: \$1,250

- Company logo or donor name on concert series promo flyers
- (2) Complimentary concert T-shirts
- + All items listed below

# Silver Sponsor: \$600

- Sponsorship acknowledgement in the City Manager's eBlast to the Brisbane community
- + All items listed below

# Copper Sponsor: \$300

- Company logo or donor name on the Brisbane P&R webpage
- Company logo or donor name recognition on promo board at concerts
- Company logo or donor name recognition on concert T-shirts
- + All items listed below

# **Bronze Sponsor: \$150**

- Highlight on Brisbane P&R social media
- Name listed in the City's monthly STAR newsletter
- Name listed on gazebo sponsor banner

DISCLAIMER: Inclusion on printed materials requires sponsorship applications to be submitted by: June 3rd, 2024

# MARKETING SPECIFICATIONS

To simplify the distribution of sponsor information and increase recognition, we ask that you are prepared to send the below materials based on your sponsorship level.

\*Note: A high-resolution png format is preferred.

# **Company Logo**

### Title/Gold/Silver/Copper Sponsors

To maximize sponsor recognition, we urge you to provide several versions of your logo (horizontal, vertical, square) that can be adapted for various promotional platforms.

\*Format: png preferred, jpeg accepted.

### eBlast

#### Title/Gold /Silver Sponsors

Please prepare a brief marketing blurb to recognize your donation.

\*100 word count maximum.

# Social Media Highlight

## All Sponsors

Please prepare a brief blurb specifically designed for social media. Include a few photos, desired hashtags, and associated account handles for tagging purposes.

\*100 word count maximum.

#### Anonymous donations are also welcomed!



#### File Attachments for Item:

I. Adopt a Resolution Approving the Second Revised and Restated Joint Exercise of Powers Agreement – San Mateo County Operational Area Services Organization



#### CITY COUNCIL AGENDA REPORT

Meeting Date: January 16, 2025

**From:** Director of Emergency Services

**Subject:** Revised Emergency Services Agreement

This Resolution is exempt from CEQA because it is not a project (CCR Title 14 §15378 (b) (2)).

Community Goal/Result: Safe Community

#### **Purpose**

To review recommended revisions to the Joint Powers Agreement that formed the San Mateo County Emergency Services Council. The Director of Emergency Services, Police Chief, and Fire Chief have reviewed the proposed second amendment and recommend its approval.

#### Recommendation

Adopt a resolution "Approving the Second Revised and Restated Joint Exercise of Powers Agreement – San Mateo County Operational Area Services Organization."

#### **Background**

The San Mateo Operational Area Emergency Services Council (ESC) brings together local governments, special districts, and other entities to coordinate emergency planning and response, including for hazardous materials. This council engages in planning with respect to all phases of the emergency management cycle: prevention, protection, response, recovery, and mitigation efforts, while also maintaining key public information systems like SMC Alert.

The ESC last revised and restated the Joint Exercise of the Powers Agreement ("Agreement") on October 17, 2014. Since the last update, the Agreement it has become outdated following significant changes within the Department of Emergency Management (DEM), which now operates as a standalone agency separate from the Sheriff's Office.

#### Discussion

To accurately reflect the current responsibilities of the DEM and the ESC, the ESC unanimously approved the changes to the JPA. The City of Brisbane partners with ESC and DEM to receive services such as Hazmat Responses, Emergency Alert and Warning, and Training and Exercises for the entire Operational Area.

Key changes to the Agreement, include:

- Standardizing nomenclature;
- Updating agreement language; and
- Clarifying and defining the roles of the ESC, the ESC Finance Committee, and the DEM.

#### **Fiscal Impact**

None anticipated as a direct result of the recommended action.

#### **Measure of Success**

Continued cooperative participation in a countywide organization focused on planning related to the four phases of the emergency management cycle: preparedness, mitigation, response, and recovery.

#### **Environmental Review**

Adoption of this resolution does not need further environmental review under the California Environmental Quality Act (CEQA) as it is general policy and procedure making not applied to a specific instance and therefore it is not a "project" (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 20, §15378 (b) (2)).

#### **Attachments**

1. Proposed Resolution

R.L.	Breault
Randv Breau	ult. Emergency Services Director

Jeremy Dennis

Jeremy Dennis, City Manager

#### RESOLUTION NO. 2025-\_\_

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE APPROVING THE SECOND REVISED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT – SAN MATEO COUNTY OPERATIONAL AREA EMERGENCY SERVICES ORGANIZATION

**WHEREAS**, the City of Brisbane is a signatory to the Joint Exercise of Powers Agreement that created the San Mateo County Operational Area Emergency Services Organization Authority; and

WHEREAS, the Agreement was last updated and revised on October 17, 2014; and

**WHEREAS**, the former county Office of Emergency Services now operates as the Department of Emergency Management; and

WHEREAS, the current Joint Powers Agreement requires revision to accurately reflect the responsibilities of the Department of Emergency Management and of the Emergency Services Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brisbane as follows:

The Second Revised and Restated Joint Exercise of Powers Agreement – San Mateo County Operational Area Emergency Service Organization dated September 19, 2024, attached hereto as Exhibit "A", is hereby approved.

Clifford Lentz, Mayor

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Brisbane held on the sixteenth day of January, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
ATTEST:

Ingrid Padilla, City Clerk

RESOLUTION NO. 2025-\_\_

## **EXHIBIT A**

Second Revised and Restated Joint Exercise of Powers Agreement - San Mateo County Operational Area Emergency Services Organization

# Second Revised and Restated Joint Exercise of Powers Agreement San Mateo County Operational Area Emergency Services Organization

THIS JOINT POWERS AGREEMENT ("Agreement") is made as of the Effective Date by and between the public entities set forth below, creating the San Mateo County Operational Area Emergency Services Organization Authority ("Organization"), also known as the Emergency Services Council ("ESC").

Each public entity executing this Agreement shall be referred to individually as a "Member Agency," with all referred to collectively as "Member Agencies."

# **RECITALS**

**Whereas** Member Agencies have established a unified emergency services organization by forming the Organization; and

Whereas the Member Agencies agree that the purpose of this Organization will be to operate pursuant to Presidential Policy Directive 5 (PPD-5), the National Response Framework, National Incident Management System (NIMS), Presidential Policy Directive 8 (PPD-8), the National Preparedness Goal (NPG) and California's Standardized Emergency Management System (SEMS) and local adopted Emergency Operations Plans (EOPs) and Annexes.

Whereas the Member Agencies agree that the participants within this Organization may include all local governments within the geographic area of San Mateo County (SMC), special districts, unincorporated areas, and participating non-governmental entities; and

Whereas the Member Agencies agree that the goal of the Organization is to provide coordinated plans for the protection of persons and property based on the phases of emergency management; and

Whereas the Member Agencies have the authority to enter into this Agreement under the Joint Exercise of Powers Act ("JPA Act"), California Government Code Section 6500 et seq.

**NOW, THEREFORE,** in consideration of the recitals and mutual obligations of the Member Agencies as herein contained, the Member Agencies agree as follows:

#### **Article I - GENERAL PROVISIONS**

# 1.01 Purpose

This Agreement creates an entity to exercise the powers shared in common by the Member Agencies to engage in San Mateo County Operational Area (SMC OA) cooperative planning with respect to all phases of the emergency management cycle: preparedness, mitigation, response, and recovery. Such purposes are to be accomplished and the Members Agencies' common powers exercised as set forth in this Agreement.

# 1.02 Creation of Authority

Pursuant to the JPA Act, the Member Agencies hereby reaffirm the creation of an entity to be known as the Organization or ESC. The Organization will be comprised of Member Agencies. The Organization shall be a public entity separate and apart from the Member Agencies. The geographic jurisdiction of the Organization is all territory within the geographic boundaries of the Member Agencies; however, the Organization may undertake any action outside those geographic boundaries as is necessary and incidental to accomplishing its purpose.

#### 1.03 Membership in the Organization

Membership in the Organization is limited to public entities, as defined by the JPA Act, located or operating within SMC that have approved and executed this Agreement, and contributed resources of any kind toward establishing and supporting the Organization (including, but not limited to financial, personnel, equipment, or other resources) as approved by the ESC.

# 1.04 Participating Members/Partners in the Organization

The DEM will establish standards for emergency management practices within the SMC OA. Member Agencies will take those standards into consideration and implement them as they see fit within their respective jurisdictions.

Participation in the Organization is intended to ensure cooperative emergency planning and response; all participating Member Agencies and partners are expected to attend all regular and special meetings of the ESC, encourage active participation by their jurisdictions in the development of plans and training programs, drills, exercises and training opportunities, and otherwise assist in supporting the implementation of this Agreement.

#### 1.05 Powers of the Organization

The Organization may purchase, lease, own and/or dispose of property and equipment and enter into contract(s), as required to satisfy the purposes of this Agreement. The Organization may employ agents and/or employees, operate works and improvements, sue and be sued in its own name, and invest surplus funds.

#### Article II - GOVERNANCE

#### 2.01 Composition of the Organization

The Organization shall be administered by the ESC consisting of the following members:

- a) The Chair of the Organization shall be a representative from the Board of Supervisors. The Chair of the Organization shall be appointed by the President of the Board of Supervisors.
- b) The mayor of each city or town in the County, or the mayor's designated representative, with the understanding that any representative shall be member of the City Council of the city whose mayor they are representing.
- c) A Vice-Chair shall be selected by the ESC.

# 2.02 General Purpose of the Organization

The general purpose of the Organization is to:

a) Provide structure for administrative and fiscal policies and procedures;

- b) Identify and pursue funding sources;
- c) Set policy;
- d) Maximize the utilization of available resources; and
- e) Oversee all committee activities.

# 2.03 Specific Responsibilities of the ESC

The specific responsibilities of the ESC shall be as follows:

- a) To review and recommend adoption by the Board of Supervisors and City Councils of each City, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements, in addition to the basic agreements as deemed necessary to carry out the purpose of the Organization.
- b) To approve an annual budget in an amount necessary to carry out the purposes of the Organization. Upon review and approval of the annual budget by the ESC, each Member Agency shall recommend the budget to the governing body of the Member Agency to secure from each the appropriation consistent with each Member Agency's identified allocation (via Budget Sheets.)
- c) Each Member Agency's Executive Officer shall identify and designate at the beginning of each fiscal year, a local coordinator for regular participation in the San Mateo County Emergency Managers Association (SMC EMA) and work alongside the DEM. Should the identified Coordinator change at any time during the year, the Member Agency shall advise the DEM within 30 days.
- d) If a Member Agency participates in a contract relationship for the provision of emergency services, it is still required to name a local emergency coordinator to the EMA who will assure the continuity of communication between the Member Agency, the DEM and the Organization.

# 2.04 Meetings of the Organization.

- a) **Regular Meetings:** The ESC shall approve a schedule for its regular meetings provided, however, the ESC shall hold at least four meetings in one calendar year. The ESC shall fix the date, hour, and location of regular meetings by resolution and the Secretary shall transmit a copy of the resolution to each Member Agency at the first meeting of the fiscal year. By the approval of the Chair, Vice Chair, or the Department of Emergency Management Director ("DEM Director"), meetings can be canceled due to extenuating circumstances, which may include, but are not limited to, a lack of agenda items.
- b) **Agenda Setting -** The agenda shall be set by the Chair, Vice Chair, and the DEM Director.
- c) **Special Meetings:** Special meetings of the ESC may be called by the Chair, a majority of the ESC or the DEM Director. Special meetings will be held in accordance with the Ralph M. Brown Act ("Brown Act"), California Government Code section 54950 et seq.
- d) Call, Notice and Conduct of Meetings: All meetings of the legislative body of the ESC shall be noticed and held in accordance with the provisions of the Brown Act. As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member Agency. Any Member Agency may request that an item be considered for placement on the Agenda by submitting the request to the DEM Director.
- e) Meetings of the ESC shall be conducted by the Vice-Chair in the absence of the Chairperson.

In the absence of both Chair and Vice-Chair, the meeting shall be chaired by a member of the ESC selected by a majority vote of the ESC.

#### 2.05 Minutes

The Secretary of the Organization shall cause to be kept a digital recording of each meeting, which shall be posted on the DEM Website. The Secretary will create brief summary written minutes for approval by the ESC. Once the minutes have been approved by the ESC, the minutes will be posted on the DEM website.

# 2.06 Voting

All power of the Organization shall reside with the ESC. Each Member Agency shall have one vote. A Member Agency's alternate representative may participate and vote in the proceedings of the ESC only in the absence of that Member Agency's regular representative. No absentee ballot is permitted.

# 2.07 Quorum; Required Votes; Approvals

A quorum of the ESC is a majority of the representatives of the Member Agencies of the Organization. If the number of Member Agencies is an even number, a majority is fifty percent of the Member Agencies, plus one. The ESC may not take any substantive action without a majority of the Member Agencies voting to take that action. Action on non-substantive procedural matters may be taken by a majority of a quorum.

# Article III – PARTICIPATING PARTNERS, EMPLOYEES AND ADVISORY COMMITTEES

#### 3.01 Treasurer

The Treasurer of the County of San Mateo shall be the Treasurer of the Organization. The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Organization from whatever source, and shall have the duties and obligations set forth in the JPA Act.

#### 3.02 Auditor and Financial Accountability

Although the Organization is a JPA the State Controller's Office (SCO) has determined that the Organization meets the criteria of a special district for financial reporting purposes under Government Code section 12463, subdivision (d)(2).

Government Code section 53891 requires the Organization to furnish to the SCO a report of all the financial transactions of the Organization during the preceding fiscal year. The report shall contain underlying data from audited financial statements prepared in accordance with generally accepted accounting principles, if this data is available. The report shall be furnished within seven months after the close of each fiscal year or within the time prescribed by the SCO, whichever is later, and shall be in the form and manner required by the SCO. The Organization shall submit to the SCO information on annual compensation, as described in subdivision (1) of Section 53892, for the previous calendar year no later than April 30th.

Pursuant to Government Code section 12464, if the reports are not completed in the time, form, and manner required or there is reason to believe that a report is false, incomplete, or incorrect, the

SCO is authorized to proceed with an investigation to obtain the information required. Any costs incurred by the SCO shall be borne by the Organization.

Government Code section 26909 also requires that an audit be completed and filed with the SCO within 12 months after the close of the fiscal year under examination. Unless the ESC votes to appoint an independent auditor, audits will be conducted in accordance with existing County policy, and by the auditor selected by the Office of the County Executive or the Controller. In the event that the ESC selects an independent auditor, the full cost of the audit will be the responsibility of the Organization. The Auditor shall perform the functions of auditor for the Organization and shall make or cause an independent annual audit of the accounts and records of the Organization by a certified public accountant, in compliance with the requirements of applicable laws and generally accepted auditing standards.

# 3.03 Legal Counsel

The SMC Attorney's Office shall be the legal counsel for the Organization. To the extent permitted by the JPA Act, the Organization may change, by resolution, the legal counsel to the Organization. The full cost of outside legal counsel will be the responsibility of the Organization.

# 3.04 Secretary to the Organization

The DEM shall provide a Secretary and administrative support to the Organization.

#### 3.05 Contractors

The Organization shall have the power by resolution to appoint and employ such other consultants and independent contractors as may be necessary to carry out the purposes of the Organization. The Organization will be responsible for any/all incurred costs.

#### 3.06 Committees

The Organization may form and dissolve Committees as determined by the ESC.

# 3.07 Department of Emergency Management

The DEM is responsible for the on-going operation of the SMC OA and is also responsible for achieving the purposes of the Organization as follows:

- a) Emergency Response Support coordination and planning during any regional emergency in accordance with adopted emergency plans.
- b) Emergency Plans preparation, development, coordination, and integration of compatible and complimentary unified area-wide emergency plans for approval by the State of California and adoption by the ESC.
- c) Communications coordination, development and maintenance of an area-wide emergency communications systems, including public alert and warning systems, and other situational awareness tools. The DEM may host SMC OA communication infrastructure such as system-wide applications or platforms.
- d) Public Education and Information coordination and support of an area-wide public education and information program.
- e) Training and Exercise coordination and assistance in the training and exercising of all County employees identified as Disaster Service Workers, as defined by Sect. 3100 of the California Government Code and volunteers. The Member Agencies will be responsible for

- the training and exercise of their identified employees; however, the DEM will provide needed support as requested.
- f) Grant Program Administration coordination and assistance with designated emergency coordinators within the OA in the securing and distribution of grant funds for regional emergency management initiatives and program support. The DEM Director will serve as the representative of Member Agencies with various grants and their approval authorities, including the State Homeland Security Program and Bay Area Urban Areas Security Initiative.
- g) General Administration coordination and assistance in the procurement and inventory of emergency equipment, management of, maintenance and distribution of area-wide inventories of vital supplies and equipment.
- h) Function as a liaison with Cal OES and FEMA. Assist in providing guidance in recovery efforts.
- i) Resource Management allocation and coordination of resources during local emergencies. Local governments will request resources through the logistics section at the SMC OA EOC. The DEM will escalate resource requests to the state if unable to be fulfilled locally.
- j) Regional Hazardous Material Emergency Response Program The DEM will oversee the contract for hazardous material response in the SMC OA.

#### 3.08 Staffing Reimbursement

The DEM is staffed by employees of the County of San Mateo. The DEM supports the purposes of the Organization. A portion of the cost of DEM staff is reimbursed by the Organization in an amount determined by the funding allocation in this Agreement.

#### 3.09 Property

If the Organization acquires title to property, the DEM Director will have charge of, handle, or have access to the property of the Organization, and shall file an official bond in an amount to be fixed by the contracting parties, pursuant to Section 6505.1 of the Government Code.

#### Article IV – BUDGET AND COST-SHARING

In consideration of the mutual promises herein contained, it is hereby agreed that the cost of maintaining the Organization will be shared as described below.

- a) From the total amount of the annual budget there shall be deducted estimated revenue from federal "matching funds," state grants, and other revenues.
- b) The balance of the annual budget remaining after anticipated revenues have been deducted shall be paid as follows:
  - 1. The county shall pay 50% of the remaining balance.
  - 2. The cities shall pay the remaining 50% of the balance, apportioned in accordance with the following formula:
    - i. One half of said 50% to be apportioned by people units or population.
      - a) Total population of all member cities divided into one-half of the total of the cities' share of the budget equals a factor in cents.
      - b) Population of each member city times the factor in cents equals the share for each city.
    - ii. The remaining one-half of said 50% to be apportioned on the basis of assessed valuation as follows:

- a) Total assessed value of real and personal property in all member cities divided into one-half of the total of the city's share of the budget equals a factor in mils.
- b) Assessed value of real and personal property of each member city times the factor in mils equals the share for each city.
- c) For the purpose of this Agreement the total assessed valuation of real and personal property in all Member Agencies shall be the most recent such total maintained by the offices of the County Assessor.
- d) The population figures will be based on the Census and will be updated at a minimum of every ten years.
- e) It is understood and agreed that the financial obligations incurred by the Member Agencies under the provisions of this Agreement will be incurred annually, subject to the limitation that the county and cities are financially able to make funds available.
- f) If the Member Agencies representing 25% or more of the county's population do not approve the budget in any fiscal year, the proposed budget will be referred back to the DEM Director and the Finance Committee for revision and recommendation. If no resolution can be reached by the committee, the Member Agencies may proceed to adopt budgets that provide those services they deem necessary for adequate emergency services protection as a whole, but any Member Agency shall be financially responsible for that portion of the budget unilaterally adopted. Any Member Agency that does not meet its financial commitment under the adopted budget will lose its voting status and/or other such privileges of membership as determined by the ESC.
- g) It is further agreed that any excess in federal or state funds, in any year, shall be reviewed by a finance committee, who will then make a recommendation to the ESC, as to the disposition of the excess funds.
- h) With respect any Member Agency that is not a City or the County, the amount to be contributed is determined by a negotiation between those Member Agencies and the DEM Director and must be approved by the ESC. A letter memorializing the agreed contribution will be an attachment to this Agreement.
- i) The Finance Committee will be a standing committee of the ESC and is responsible for administrative and financial recommendations to the ESC. The Finance Committee will consist of the following members: SMC Supervisor (Chair of the ESC), Vice Chair, and representatives chosen by the ESC to be limited to five members.
- j) The Organization shall maintain a minimum of \$500,000 in the Trust Fund with a maximum of \$1,500,000. This policy can be reviewed and updated with a majority vote from the ESC.

#### **Article V - INSURANCE**

- a) The County shall add the Organization and ESC to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of the Agreement. Member Agencies understand that the County is partially self-insured. Unless the Organization decides otherwise, County shall provide for the defense of any claims or litigation within the self-insured retention. Legal representation by the County will ordinarily be provided by the County Attorney.
- b) Any out-of-pocket expense or loss, by way of judgment or settlement, arising out of the operation of this Agreement, within the limits of the County's self-insured retention shall be shared by the parties in accordance with the formula as described in Article IV (b).

#### **Article VI - EFFECTIVENESS**

This Agreement shall be effective upon its execution by all Member Agencies. It is effective as to new Member Agencies upon adoption and approval by the ESC and by the new Member Agency's governing body. This Agreement shall continue in effect until terminated as provided herein.

# **Article VII – TERM AND TERMINATION**

# 7.01 Withdrawal by Members

- a) Any Member Agency may withdraw from this Agreement by written notice given by such Member Agency to all other Member Agencies, which notice shall be given at least 120 days prior to the commencement of the fiscal year in which it is to take effect. For the purpose of such notice, a fiscal year is defined as July 1 of a calendar year through June 30 of the succeeding calendar year.
- b) Any former or prospective Member Agency may enter or re-enter the organization by petition to the ESC by its governing body, and majority approval of the petition by the ESC. Upon approval, the new Member Agency must agree in writing to all terms of this Agreement.
- c) Should a Member Agency withdraw less than 120 days prior to the commencement of the fiscal year, the withdrawal will be effective, but that Member Agency will be responsible for its calculated contribution for that year pursuant to Article IV.
- d) Should a Member Agency give required notice and withdraw from the Agreement, the prior contribution of that Member Agency will be divided equally by formula among the remaining Member Agencies.

#### 7.02 Termination of Organization and Disposition of Surplus Money and Property

This Agreement shall terminate effective upon a vote of the ESC, the County and by at least eleven (11) cities representing the majority of the population of the County. In the event that the Organization ceases to exist, surplus funds will be returned consistent with Section 6512 of the Government Code in proportion to the contributions made. The Organization does not intend to acquire title to any property. But in the event that it does, title to all property acquired by the Organization shall be transferred to the County of San Mateo and be used for "County Wide" purposes.

#### 7.03 Amendments

Any proposed Amendments to this Agreement may be recommended by the ESC but must be ratified by each Member Agency's governing body.

#### **7.04 Bylaws**

The ESC may, from time to time, adopt and/or amend Bylaws for the conduct of its affairs; provided the purpose is consistent with this Agreement and/or are necessary and appropriate.

#### **Article VIII - MISCELLANEOUS PROVISIONS**

#### 8.01 Notices

It shall be the responsibility of the County Manager or designee to ensure all notices are provided to Member Agencies and posted in compliance with the legal requirements of the Agreement.

# 8.02 Severability

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were, to any extent, adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

#### 8.03 Supersession

It is mutually understood and agreed by the Member Agencies that this Agreement supersedes the 2014 San Mateo County Operational Area Joint Powers Agreement, any previous agreements on this subject matter and any amendments thereto.

#### 8.04 Assignment

No Member Agency shall assign any rights or obligations under this Agreement without the prior written consent of the ESC.

# 8.05 Governing Law

This Agreement is made and to be performed in the State of California, and as such, California substantive and procedural law shall apply. Venue for any litigation under this Agreement shall be in the County of San Mateo.

# 8.06 Headings

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

#### 8.07 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which shall constitute this Agreement.

#### 8.08 No Third Party Beneficiaries

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Member Agencies, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

#### 8.09 Filing of Notice of Agreement

Within 30 days after the Effective Date, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act. Within 30 days after any amendment to this Agreement, the Secretary shall file the amendment with the Secretary of State.

# 8.10 Conflict of Interest Code

The Organization has adopted a conflict of interest code as required by law. Member Agencies understand that representatives and alternate representatives are listed on the Organization's Conflict

of Interest Code and will be responsible for filing a Form 700 with the Organization.

#### 8.11 Indemnification

The Organization shall defend, indemnify and hold harmless each Member Agency (and each Member Agency's officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees,) arising from or as a result of any acts, errors or omissions of the Organization or its officers, agents or employees.

Each Member Agency shall defend, indemnify and hold harmless the Organization and the other Member Agencies (and their officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees,) arising from or as a result of any acts, errors or omissions of that party or its officers, agents or employees.

#### 8.12 Dispute Resolution/Legal Proceedings

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Member Agencies and/or the Organization.

#### 8.13 Authorization to Enter Into Agreement

Each party warrants that the person signing this Agreement on its behalf is authorized to bind that party to this Agreement.

#### 8.14 Confirmation of Jurisdictional Authority

By signing this Agreement, the Member Agencies retain all authority granted to them by the State and/or their respective Charters. The powers and/or authority granted pursuant to this Agreement shall in no way serve to limit or restrict an individual Member Agency's jurisdictional authority.

(SIGNATURES ARE ON FOLLOWING PAGE)

IN WITNESS WHEREOF, each Member Agency has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, as follows:

Signatories	Resolution/Action Number	Date of Adoption
Atherton		
Belmont		
Brisbane		
Burlingame		
Colma		
Daly City		
East Palo Alto		
Foster City		
Half Moon Bay		
Hillsborough		
Menlo Park		
Millbrae		
Pacifica		
Portola Valley		
Redwood City		
San Bruno		
San Carlos		
San Mateo		
South San Francisco		
Woodside		
County of San Mateo		

# ANNEX A – COMMON TERMINOLOGY

# A.01 Terminology Defined

Not all vocabulary of technical terms listed in the Agreement is used in the Agreement. In part, the terms are included as a resource to further clarify terminology utilized in documentation, field operations and/or applicable subject matter.

**A.02 All-Hazards:** The consideration of the full spectrum of emergencies (natural, technological, or human-caused incidents) that calls for action to protect life, property, and environment. The advantages of adopting an all-hazards approach to prepare for and respond to disasters include comprehensive planning, resource flexibility, coordination among agencies, training, and community engagement to effectively control different types of disasters to reduce or eliminate duplication of effort and cost.

**A.03 California Governor's Office of Emergency Services (Cal OES):** State-level organization that functions as the central command center during major emergencies and disasters in California. Cal OES oversees the response, direction, and coordination of state and federal resources, as well as mutual aid assets, to support diverse communities in the state.

**A.04 Catastrophe:** Any incident, natural or human-caused, with consequences of high rates of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained impacts over a prolonged period, exceed resources normally available in the impacted area, and significantly interrupt governmental operations and emergency services to such an extent that national security could be threatened.

**A.05** Community Emergency Response Team (CERT): Community-level organizations of volunteer emergency workers who can provide immediate assistance to supplement the efforts of professional responders in the event of a major disaster. CERT programs train volunteers in disaster preparedness and basic disaster response skills during disaster situations so professional responders can prioritize and allocate resources to more complex tasks. Local CERT programs are supported by the Federal Emergency Management Agency (FEMA), as well as the California Governor's Office of Emergency Services (Cal OES).

**A.06 Command:** The act or directing and or controlling by virtue of explicit legal, agency or delegated authority. The term "Command" may also refer to the Incident Commander.

**A.07 Emergency:** Any incident, natural, technological, or human-caused, that requires responsive action to protect life, property, and environment. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety or to lessen or avert the threat of a catastrophe in any part of the United States.

- **A.08 Emergency Management:** A subset of incident management, the coordination and integration of all activities necessary to build, sustain and improve the capability to prepare for, protect against, respond to, recover from, or mitigate against threatened or actual natural disasters, acts of terrorism or other human-caused disasters.
- **A.09 Emergency Operations Center (EOC):** The physical location at which the coordination of information and resources to support incident management activities normally takes place. An EOC may be a temporary facility or maybe in a more central or permanently established facility, such as at a higher level of organization within a jurisdiction.
- **A.10 Federal Emergency Management Agency (FEMA):** Federal-level organization that coordinates the federal government's response to major disasters and emergencies, providing support and resources to state and local authorities. Its role includes managing disaster relief efforts, facilitating recovery operations, and helping communities prepare for future incidents.
- **A.11 Incident:** An occurrence or event, natural or human-caused, which requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.
- **A.12 Incident Command System (ICS):** A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. It is used for all kinds of emergencies and can be applied to small as well as large and complex incidents.
- **A.13 Local Emergency:** The duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and/or property within territorial limits of a county, city and county, or city caused by such conditions as fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, tsunami or other conditions which are likely to be beyond the control of the services, personnel, equipment and facilities of that local political subdivision to combat.
- **A.14 Local Government:** A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law;) regional or interstate government entity or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native Village or Alaska Regional Native Corporation; a rural community, unincorporated town or village or other public entity. See Section 2 (10), Homeland Security Act of 2002, P.L. 107–296, 116 Stat. 2135 (2002).
- **A.15 Mitigation:** Activities providing a critical foundation in the effort to reduce the loss of life

and/or property from natural and/or human-caused disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

- **A.16 National Incident Management System (NIMS):** A system that provides a proactive approach guiding government agencies at all levels, the private sector and nongovernmental organizations to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location or complexity, to reduce the loss of life or property and harm to the environment.
- **A.17 National Response Framework:** Document that establishes a comprehensive, national, all-hazards approach to domestic incident response. It serves as a guide to enable responders at all levels of government and beyond to provide a unified national response to a disaster. It defines the key principles, roles, and structures that organize the way U.S. jurisdictions plan and respond.
- **A.18 Operational Area (OA):** An intermediate level of the state emergency services organization, consisting of SMC and all political subdivisions within the county area. In a state of emergency, the OA shall serve as a link in the system of communications and coordination between the political subdivisions comprising the OA and the Regional Emergency Operations Center (REOC) or State Operations Center (SOC). The **SMC OA** mirrors the County's geographic boundaries.
- **A.19 Preparedness:** Actions that involve a combination of planning, resources, training, as well as exercising and organizing to build, sustain, and improve operational capabilities. Preparedness is the process of identifying the personnel, training, and equipment needed for a wide range of potential incidents, and developing jurisdiction-specific plans for delivering capabilities when needed for an incident.
- **A.20 Recovery:** The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental and economic restoration; evaluation of the incident to identify lessons learned; and post-incident reporting and development of initiatives to mitigate the effects of future incident.
- **A.21 Resources:** Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Under the NIMS, resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or an EOC.
- **A.22 Response:** Immediate actions to save and sustain lives, protect property and the environment, and meet basic human needs. Response also includes the execution of plans and actions to support short-term recovery.

**A.23 Standardized Emergency Management System (SEMS):** The cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. SEMS is required by the California Emergency Services Act (ESA) for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements. SEMS incorporates the use of the ICS, California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), the OA concept, and multiagency or inter-agency coordination. State agencies and local governments are required to use SEMS to be eligible for any reimbursement of response-related costs under the state's disaster assistance program.

# File Attachments for Item:

J. Adopt a Resolution Authorizing Execution of a Primary Grant Agreement with the San Mateo Transportation Authority for future Measures A and W Funding



#### CITY COUNCIL AGENDA REPORT

Meeting Date: January 16, 2025

From: Karen Kinser, Deputy Director of Public Works

**Subject:** San Mateo Transportation Authority Primary Agreement

This Agreement is exempt from CEQA because it is not a project (CCR Title 14 §15378 (b) (2)).

# **Community Goal/Result**

Safe Community

# **Purpose**

To obtain Council's approval for the execution of a primary grant agreement with the San Mateo County Transportation Authority (TA) by the City Manager.

#### Recommendation

Adopt a resolution authorizing execution of a primary grant agreement with the TA for future Measures A and W funding.

# **Background**

The TA desires to enter into this agreement to establish the process, terms and conditions governing the allocation and expenditure of Measures A and W grant funds by Brisbane for capital projects. Adoption of the attached resolution allows the City Manager to sign the 10-year agreement on behalf of the city.

The agreement spells out general terms for the award and utilization of TA Measure A and W grant funds, including reporting requirements and recognition of the funding source in outreach materials and at construction sites.

The TA primary agreement follows the existing Caltrans model of one Master Agreement with individual Program Supplement Agreements for each project providing project level funding. In Caltrans' case, both types of agreements are signed by the Public Works Director.

A TA Primary Grant Agreement template is attached. TA staff will complete the project sponsor information for the City of Brisbane and facilitate execution upon receipt of the resolution.

# **Fiscal Impact**

There is no fiscal impact regarding signing this agreement. Any local match requirements for future grants will be brought to Council as needed for approval.

#### Measure of Success

Execution of the TA's Primary Agreement by their deadline of March 1<sup>st</sup>, 2025, allowing the City to pursue future grants funded by Measures A and W.

#### **Environmental Review**

Approval of this agreement does not need further environmental review under the California Environmental Quality Act (CEQA) as it is general policy and procedure making not applied to a specific instance and therefore it is not a "project" (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 20, §15378 (b) (2).

# **Attachments**

- 1. TA Primary Grant Agreement Template
- 2. Proposed Resolution

RJ Breach

Karen Kinser, Deputy Director of Public Works

Randy Breault, Director of Public Works

Jeremy Dennis

Jeremy Dennis, City Manager

# PRIMARY GRANT AGREEMENT SAN MATEO COUNTY TRANSPORTATION AUTHORITY MEASURE A AND/OR MEASURE W FUNDS

This Primary Grant Agreement (Agreement) is made \_\_\_\_\_\_ by and between the San Mateo County Transportation Authority (TA) and the [Project Sponsor] (Sponsor), each of which is referred to herein individually as "Party" and jointly as "Parties."

#### **RECITALS**

**WHEREAS**, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the TA of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

**WHEREAS**, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (New Measure A); and

**WHEREAS**, on November 6, 2018, the voters of San Mateo County authorized a new one-half percent sales tax in San Mateo County for transportation purposes, and tasked the TA with administering four of the five transportation program categories described in the Congestion Relief Plan presented to the voters (Measure W); and

**WHEREAS**, the TA and Sponsor desire to enter into this Agreement to establish the process, terms and conditions governing the allocation and expenditure of Measures A/W Funds by Sponsor for capital projects.

Now therefore, the Parties agree as follows:

# **SECTION 1: Form of Agreements**

- 1.1. <u>Primary Grant Agreement</u>. This Primary Grant Agreement outlines the general terms and conditions applicable to all TA allocations of Measures A/W Funds to Sponsor for capital projects. As allocations are made, the TA and Sponsor will enter into subsequent arrangements for each allocation (Project Supplements). From time to time the Parties may enter into Project Supplements with third parties for cosponsored projects.
- 1.2. <u>Project Supplements</u>. Each Project Supplement will be substantially in a form attached hereto as described in Exhibit A, "Form of Project Supplements " and will be attached to this Agreement and incorporated herein by this reference.

# **SECTION 2: Term and Termination**

2.1. <u>Term.</u> The term of this Agreement will commence on Execution Date and will terminate after 10 years, unless terminated by Sponsor or the TA pursuant to this Section 2. Work begun under the Agreement will continue to be governed by this Agreement until the Scope of Work is complete.

- 2.2. Sponsor's Right to Terminate; Repayment upon Termination. Sponsor may at any time terminate the Agreement or a Project Supplement by giving ten (10) days' written notice to the TA of its election to do so. Upon such termination, Sponsor will not be reimbursed for any further Scope of Work Costs associated with the Agreement or the Project Supplement, as applicable, and will reimburse the TA for all monies paid by the TA and costs incurred by the TA in connection with the applicable Scope of Work as well as all reasonable costs and expenses incurred to effect such termination within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.
- 2.3. <u>Termination by the TA</u>. The TA may terminate this Agreement or a Project Supplement, with or without cause, by giving ten (10) days' written notice of such termination.

If the TA terminates the Agreement for Sponsor's default, Sponsor will reimburse the TA for all funds paid to Sponsor in connection with all Scopes of Work, and for all costs incurred by the TA in connection with the Scope of Work as well as all reasonable costs and expenses incurred to effect such termination, within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.

If the TA terminates a Project Supplement for Sponsor's default, Sponsor will reimburse the TA for all funds paid to Sponsor in connection with the Scope of Work for the applicable Project Supplement, and for all costs incurred by the TA in connection with the Scope of Work as well as all reasonable costs and expenses incurred to effect such termination, within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.

If the TA terminates the Agreement or a Project Supplement for convenience, the TA is obligated to pay to Sponsor all costs and expenses incurred thereunder by Sponsor up to the date of notice of termination, as well as all reasonable costs and expenses incurred to effect such termination.

- 2.4. Expiration/Suspension of TA's Financial Obligations. Any and all financial obligations of the TA pursuant to this Agreement expire upon the expenditure of TA's maximum contribution to each Scope of Work as established in each Project Supplement or the conclusion of the Term as defined in Section 2.1, whichever occurs first. The TA reserves the right to suspend its financial obligation, with ten (10) days' advance notice, if Sponsor identifies a risk of not being able to complete a Scope of Work within budget. If Sponsor cannot provide a credible funding plan acceptable to the TA to fund and complete each Scope of Work, the Sponsor will be in default and the TA may terminate this Agreement. If Sponsor identifies a risk of not being able to complete each Scope of Work within budget, failure to report such risk to the TA constitutes default and is cause for termination under Section 2.3.
- 2.5. <u>Supplementing Existing Revenue</u>. Sponsor agrees that it will use funds provided pursuant to this Agreement to supplement existing revenue. Sponsor will not use Measures A/W Funds to replace other local taxes or revenues already programmed and available for use for the same purpose. Sponsor will use funds provided pursuant to this Agreement only for the Scope of Work for each Project Supplement.

2.6. <u>Misuse of Funds</u>. If the TA determines that Sponsor has used Measures A/W Funds other than for the approved Scope of Work or Project Costs, the TA will notify Sponsor of its determination. Within thirty (30) days of notification Sponsor will either (a) repay such funds to the TA, or (b) explain in writing how the funds in question were spent for the approved Scope of Work. The TA will respond to Sponsor's written explanation within thirty (30) days of receipt. Unless otherwise stated in the response, the TA's response will be final, and Sponsor will repay any funds used other than for the approved Scope of Work within thirty (30) days.

#### **SECTION 3: Time of Performance**

- 3.1. <u>Time of Performance</u>. The time of performance will be specified in each Project Supplement (Time of Performance).
- 3.2. <u>Time Extension</u>. If the Scope of Work cannot be completed within the Time of Performance as defined in Section 3.1, Sponsor must submit a request in writing to the TA no later than six (6) months before the Time of Performance for an extension for the Time of Performance. The TA will review the request and may grant the extension via a letter of concurrence if it is justified in TA's sole and complete discretion. Extensions longer than one (1) year will require a formal amendment to the Project Supplement. Costs incurred for the Scope of Work after the Time of Performance are at risk of denial for reimbursement by the TA. The unreimbursed portion of Measures A/W allocation will be retained by the TA for the Measures A/W Program.

#### **SECTION 4: Insurance**

4.1. <u>Insurance</u>. For the purposes of this Section, "Entity" is defined as any entity designing, approving designs and/or performing each Scope of Work specified in the Project Supplements funded by this Agreement. Entities may include Sponsor, a contractor of Sponsor, another body on behalf of which Sponsor submitted its funding application, and/or a contractor of such other body.

For each Project Supplement, all Entities will provide the appropriate insurance covering the work being performed as specified in the Project Supplement. The insurance requirements specified in this Section will cover each Entity's own liability and any liability arising out of work or services of Entity subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") working on each Project (as defined in each Project Supplement). If Sponsor itself is an Entity, Sponsor must also provide its own insurance meeting the requirements of this Section.

a) Minimum Types and Scope of Insurance. Each Entity is required to procure and maintain at its sole cost and expense insurance subject to the requirements set forth below. Such insurance will remain in full force and effect throughout performance of the Scope of Work. All policies will be issued by insurers acceptable to the TA (generally with a Best's Rating of A-10 or better). Each Entity is also required to assess the risks associated with work to be performed by Agents and to require that Agents maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that its Agent does not procure and maintain such insurance coverage, an Entity is responsible for and assumes any and all costs and expenses that may be

incurred in securing said coverage or in fulfilling Entity's indemnity obligations as to itself or any of its Agents in the absence of coverage. Entities may self-insure against the risks associated with the Scope of Work, but in such case, waive subrogation in favor of the TA respecting any and all claims that may arise.

- Workers' Compensation and Employer's Liability Insurance. Worker's Compensation coverage must meet statutory limits and Employer's Liability Insurance must have minimum limits of \$1 million. Insurance must include a Waiver of Subrogation in favor of the TA.
- ii. Commercial General Liability Insurance. The limit for Commercial General Liability Insurance will be specified in each Project Supplement. Commercial General Liability Insurance must be primary to any other insurance, name the TA as an Additional Insured, include a Separation of Interests endorsement and include a Waiver of Subrogation in favor of the TA.
- iii. <u>Business Automobile Liability Insurance</u>. The limit for Business Automobile Liability Insurance will be specified in each Project Supplement. Insurance must cover all owned, non-owned and hired autos, and include a Waiver of Subrogation in favor of the TA.
- iv. <u>Property Insurance</u>. Property Insurance must cover an Entity's and/or Agent's own equipment as well as any materials to be installed. Property Insurance must include a Waiver of Subrogation in favor of the TA.
- v. <u>Professional Liability Insurance</u>. If specified in a Project Supplement, Professional Liability insurance should cover each Entity's and any Agent's professional work on the Project.
- vi. <u>Cyber Liability Insurance</u>. If specified in a Project Supplement, and if contract deals with Personally Identifiable Information (PII), then Professional Liability Insurance policy, should also include coverage for Cyber risk coverages including Network and Internet Security Liability coverage, Privacy coverage and Media coverage.
- vii. <u>Employee Theft Insurance/Crime Insurance</u>. If specified in a Project Supplement, then an Employee Theft Insurance policy covering the loss of money, securities or other property resulting from theft by employees. The policy should include Third-Party Crime or Client Crime coverage
- viii. Contractors' Pollution Liability Insurance and/or Environmental Liability Insurance. If specified in a Project Supplement, Contractors' Pollution Liability Insurance and/or Environmental Liability insurance should cover potential pollution or environmental contamination or accidents. The limit for Pollution and/or Environmental Liability Insurance in each appropriate contract and subcontract should not be less than \$1 million. Such insurance must name the TA as an Additional Insured and include a Waiver of Subrogation in favor of the TA.

- ix. Railroad Protective Liability Insurance. Insurance is required if the Project will include any construction or demolition work within 50 feet of railroad tracks. The limit for Railroad Protective Liability Insurance in each appropriate contract and subcontract cannot be less than \$2 million per occurrence and \$6 million annual aggregate. On the Entity's Commercial General Liability insurance policy, the contractual liability exclusion for liability assumed shall be deleted.
- b) Special Requirement for Caltrain Shuttles. If Sponsor and/or Entity is operating shuttle(s) with the Caltrain logo on the vehicle(s) or on any shuttle public information materials, the Commercial General Liability, Business Automobile, and Pollution and/or Environmental Liability (if applicable) policies also must name as Additional Insureds: the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
- c) <u>Excess or Umbrella Coverage</u>. Sponsor and/or any other Entity may opt to procure excess or umbrella coverage to meet the above requirements, but in such case, these policies must also satisfy all specified endorsements and stipulations for the underlying coverages and include provisions that the policy holder's insurance is to be primary without any right of contribution from the TA.
- d) <u>Deductibles and Retentions</u>. Sponsor must ensure that deductibles or retentions on any of the above insurance policies are paid without right of contribution from the TA. Deductible and retention provisions cannot contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.
  - In the event that any policy contains a deductible or self-insured retention, and in the event that the TA seeks coverage under such policy as an additional insured, Sponsor will ensure that the policy holder satisfies such deductible to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Entity or Agents, even if neither the Entity nor Agents are named defendants in the lawsuit.
- e) <u>Claims Made Coverage</u>. If any insurance specified above is provided on a claimmade basis, then in addition to coverage requirements above, such policy must provide that:
  - Policy retroactive date coincides with or precedes the Entity's start of work (including subsequent policies purchased as renewals or replacements).
  - ii. Entity will make every effort to maintain similar insurance for at least three (3) years following Project completion, including the requirement of adding all additional insureds.

- iii. If insurance is terminated for any reason, each Entity agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- iv. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- f) <u>Failure to Procure Adequate Insurance</u>. Failure by any Entity to procure sufficient insurance to financially support the indemnification requirements of this Agreement does not excuse Sponsor from meeting all obligations of the indemnification requirements and the remainder of this Agreement, generally.
- g) Prior to beginning work under this Agreement, Sponsor must obtain, and produce upon request of the TA, satisfactory evidence of compliance with the insurance requirements of this Section.

# **SECTION 5: Additional Terms Applicable to Sponsor-Performed Capital Projects**

The following additional terms apply when the Sponsor is performing the scope of work for capital projects as described in each Project Supplement.

- 5.1. <u>Project Performance</u>. Sponsor will oversee completion of the scope of work for each TA funded project as described in each Project Supplement (Scope of Work). Sponsor is responsible for procuring and administering any professional service and/or other contracts entered into in connection with each such Scope of Work. Sponsor may appoint a designee or engage contractor(s) to perform work necessary for completion of work, but Sponsor remains responsible to the TA for the completion of each Scope of Work.
- 5.2. Required Approvals. Prior to commencement of each Scope of Work, Sponsor or its designee (e.g., a consultant) will obtain all applicable local, state and federal approvals and permits for each Scope of Work. In addition, Sponsor must comply with all applicable federal, state and local laws and regulations applicable to the Project. All real property appraisals must comply with Uniform Standards of Professional Appraisal Practice (USPAP). Any right-of-way activities involving property on the Caltrans right-of-way must be conducted in accordance with the current version of the Caltrans Right-of-Way manual.
- 5.3. Contract Award and Change Orders. Sponsor must comply with state and local agency requirements for the award of any contract(s) for the performance of each Scope of Work and any change orders. As each Scope of Work proceeds, Sponsor must advise the TA of any contracts awarded and change orders as part of the regular progress reporting requirements. Notice of any contracts and change orders provided to the TA will not constitute approval by the TA of the contracts and change orders nor obligate the TA to provide funds in excess of its maximum contribution stated in each Project Supplement.
- 5.4. <u>Progress Reports</u>. Sponsor will prepare and submit to the TA quarterly progress reports during the entire term of each Scope of Work and covering all Scope of Work activities for work completed during the previous month using the template in Exhibit B or in other formats specified by the TA. The reports must describe:

- a) The current status of, and any changes in, scope, schedule, budget, and funding plans of each Scope of Work and each Project;
- b) Any risk factors;
- c) The work performed during the previous quarter and projected for the next three months:
- d) Scope of Work Costs (as defined in Section 5.8 below) projected to be expended during the next three months; and
- e) Any other information requested by the TA.
- 5.5. <u>Final Report</u>. Within ninety (90) days of Sponsor's final acceptance of each Scope of Work and all incidental work, Sponsor must prepare and submit to the TA a final report detailing the following and all other relevant information:
- a) A description of the Project, including a statement detailing the overall progress and success of the Scope of Work and the Project, a compilation of any data collected during the active phase(s) of the Project, and changes/additions to the scope of the Project.
- b) Total costs for the Scope of Work, including an accounting of all Measures A/W Funds expended in connection with the Scope of Work, and reflecting any unexpended Measures A/W Funds.
- c) An explanation and the status of any outstanding obligations or potential obligations related to the Scope of Work.
- d) A discussion of any pertinent issues or problems that arose during the implementation of the Scope of Work.
- e) Any copies of press articles, press releases, newsletter articles and any other publicity materials regarding the Project.
- f) Written confirmation or, for the final project phase, a Project Close-out form that no further reimbursements associated with the Scope of Work are anticipated and that all draw-down requests have been made.
- g) Photographs for all construction projects that satisfactorily demonstrate: 1) site conditions before the project was implemented; 2) work in progress; and 3) completed improvements.
- 5.6. Funding Commitment. The TA allocates to Sponsor up to the amount specified in each Project Supplement for reimbursement of expenditures related to the Scope of Work (Scope of Work Costs). Sponsor will contribute, or provide for the contribution of matching funds as specified in each Project Supplement. Sponsor also will contribute, or provide for the contribution of the entire amount in excess of the total project cost specified in the Project Supplement needed to complete each Scope of Work. The TA's funding commitment under this Agreement in no way establishes a right for Sponsor to receive additional funding from the TA. All funding obligations of the TA under this

Agreement are subject to downward adjustment based on actual sales tax receipts for the fiscal years indicated.

Sponsor will assess and confirm its ability to complete the Scope of Work described in each Project Supplement within budget as part of the quarterly reporting requirements established in 5.4, above. Sponsor must further notify the TA between reporting cycles if Sponsor determines that the budget will not be sufficient to complete each Scope of Work. The TA reserves the right to suspend its funding obligation as set forth in applicable Project Supplements upon such notice, and until Sponsor develops a credible funding plan acceptable to the TA to fund and complete the associated Scope of Work.

#### 5.7. Use of Funds.

- a) Measures A/W Funds must be used only for direct eligible costs to complete the Scope of Work. The Sponsor is responsible for demonstrating to the TA that the expenses incurred were necessary to deliver each Scope of Work. Reimbursement for the following costs will require detailed documentation in accordance with generally-accepted accounting principles:
  - Scope of Work phases or components such as stakeholder/public outreach; development of planning studies, project initiation documents (PID), project study reports (PSR), environmental clearance and mitigation for up to three years following project completion, project approval and environmental document (PA&ED), project design, and plans specifications and estimates (PS&E); regulatory agency review; acquisition of right-of-way; construction, and construction management;
  - ii. Sponsor staff time for Scope of Work implementation;
  - iii. Project administration costs for each Scope of Work under this Agreement.
  - iv. Costs directly tied to the implementation of each Project Scope of Work as more specifically defined in Exhibit C, "Eligible Costs for Reimbursement," which is attached to this Agreement and incorporated herein by this reference. Eligible costs are defined in greater detail in Exhibit C. If Sponsor wishes to undertake items of work not covered under each Scope of Work concurrent with performing each Scope of Work, the cost for including and undertaking the additional work must be segregated, and the costs borne exclusively by the Sponsor from a non-Measures A/W Program funding source(s). In the event that an activity is not listed in Exhibit C but Sponsor believes that it is an eligible cost, Sponsor may request that the TA consider reimbursing the Sponsor for the activity. The TA will have sole discretion to grant or deny Sponsor's requests.
- b) The following costs are <u>not</u> eligible for Measures A/W Funds reimbursement:
  - i. Sponsor's costs which are unrelated to each Scope of Work;
  - ii. Costs for entering into this Agreement and each Project Supplement;

- iii. Maintenance, rehabilitation, routine operations of each Project or other facilities or programs except as specifically identified in the Scope of Work for each Project Supplement; and
- iv. Development of proposals, applications or agreements for Measure A, Measure W, or other funding programs.
- 5.8. Reimbursement Basis. Unless otherwise specified in the Project Supplement, Sponsor may seek reimbursement for Scope of Work Costs incurred on or after the Execution Date. Scope of Work Costs must be incurred and paid by Sponsor prior to requesting reimbursement from the TA. Sufficient documentation must accompany all requests for reimbursement, including the submittal of all due monthly progress reports.
- 5.9. Accounting and Request for Reimbursement Procedures. Sponsor, in coordination with and to the satisfaction of the TA, will establish procedures for Scope of Work accounting and requests for reimbursement. These procedures will track and reflect the accumulation of the TA's pro rata share of Scope of Work Costs. Sponsor will detail the TA's pro rata share of Scope of Work costs for all work funded under this Agreement with each "Reimbursement Claim Form," which is attached to this Agreement as Exhibit D and incorporated herein, or in other formats specified by the TA. Sponsor will maintain all necessary books and records in accordance with generally accepted accounting principles.

#### 5.10. Invoices; Payments.

- a) Sponsor must prepare and submit billing statements consistent with the Reimbursement Claim Form with all required supporting documentation. Supporting documentation may include, but is not limited to, copies of vendor invoices, timesheets, backup documentation, checks, and payment advice, and must include an accounting of the TA's share of costs for the Scope of Work as contemplated by this Agreement.
- b) For any property acquisitions for which Sponsor seeks reimbursement from the TA, Sponsor must provide the following supporting documentation for each property:
  - i. Copies of the final real estate appraisal and any appraisal review conducted on behalf of Sponsor;
  - ii. For any right-of-way activities involving property on the Caltrans right-of-way, written confirmation that the acquisition process was conducted in accordance with the then-current version of the Caltrans Right-of-Way manual:
  - iii. A Phase One Environmental Assessment and any recommended additional testing (unless waived by the TA);
  - iv. Copy of the offer package provided to the property owner(s);

- v. Copy of the Notice of Exemption or other required document for environmental clearance under CEQA/NEPA for the purchase of the property, and evidence of the date of filing such Notice; and
- vi. Written justification acceptable to the TA of any settlement at an amount higher than the offer.
- c) For each voluntary real property transaction, Sponsor must also provide:
  - i. Copy of the fully executed purchase and sale agreement;
  - ii. Copy of an executed and recorded deed, in a form consistent with the requirements set forth in the then-current Caltrans Right-of-Way manual;
  - iii. Copy of the Policy of Title insurance; and
  - iv. Copy of the final closing statement from the escrow.
- d) For each real property acquisition undertaken through condemnation, Sponsor must also provide:
  - i. Copy of the recorded Final Order of Condemnation; and
  - ii. Copy of the litigation guarantee issued by a title insurer.
- e) Sponsor must detail the tasks performed, associated costs, and pro rata share of Scope of Work Costs to be borne by the TA with each reimbursement request.
- f) The TA will endeavor to disburse reimbursements for approved Scope of Work Costs within thirty (30) days after the TA's approval of each claim, subject to the limits on the TA's maximum contribution as established in each Project Supplement. The TA's obligation to reimburse Scope of Work Costs to Sponsor as provided in this Section is conditioned upon the TA's prompt receipt of quarterly progress reports from Sponsor.
- g) Invoices may be submitted, no more frequently than once a quarter, by e-mail to: <a href="mailto:invoices@smcta.com">invoices@smcta.com</a>, <a href="mailto:accountspayable@samtrans.com">accountspayable@samtrans.com</a>, and the designated TA Project Manager at the email address specified in the Project Supplement.
  - Sponsor must submit a minimum of one reimbursement claim for each fiscal year (July through June) and no more frequently than quarterly. If Sponsor does not submit a reimbursement claim for two consecutive quarters (six months), then Sponsor will be deemed inactive. If the Sponsor does not submit a reimbursement claim within the next two quarters after being deemed inactive then project may be deprogrammed. Sponsor must submit a letter to the TA to seek administrative approval for an exemption.
- 5.11. Return of Project Cost Savings. Upon submission of the Final Report, if the total Scope of Work Costs are less than the amount specified in the Project Supplement, Sponsor will return to the TA that proportion of the Project cost savings that is equal to

the percentage of the original Scope of Work budget that consisted of Measure A/W Funds.

#### 5.12. <u>Indemnity by Sponsor</u>.

Sponsor will indemnify, keep and save harmless the TA and its directors, officers, agents and employees against any and all suits, claims or actions related to the performance of this Agreement, each Scope of Work or each Project including, but not limited to, those arising out of any of the following:

- Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of each Project or implementation of this Agreement; or
- b) Any allegation that materials or services developed, provided or used for each Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

Sponsor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the individuals enumerated above in any such action, Sponsor will, at its expense, satisfy and discharge the same.

This indemnification will survive termination or expiration of the Agreement.

#### SECTION 6: Additional Terms Applicable to TA-Performed Capital Projects

The following additional terms apply when the TA is performing the scope of work for capital projects as described in each Project Supplement (Scope of Work).

- 6.1. <u>Funding Commitment</u>. The TA will provide in lieu contributions, expenditures on consultants, and/or funds up to the amount specified in each Project Supplement for the Scope of Work tasks specified in the Project Supplement (Scope of Work Costs).
- 6.2. <u>Cost Savings</u>. Any cost savings of the funds allocated for each Project Supplement will revert to the applicable program for the TA to reallocate to any eligible project through its usual fund programming and allocation activities.
- 6.3. <u>Insufficient Funding</u>. In the event that additional funding is needed to complete the Scope of Work specified in a Project Supplement, the TA will identify the additional amounts needed and review those estimates with the Sponsor. The Parties will work together to identify potential sources of funding, as well as obtain the necessary funds to complete the Scope of Work for the Project Supplement. If additional funding is needed due to a change in the Project Supplement Scope of Work, as requested by the Sponsor, the TA will identify the additional amounts needed and review those estimates with the Sponsor. In such case, it is the responsibility of the Sponsor to identify the potential sources of funding, as well as obtain the necessary funds to complete the changed Project Supplement Scope of Work. The TA may consider requests for additional funding, but is under no obligation to grant such requests.

- 6.4. <u>TA Responsibilities</u>. For purposes of delivering the Scope of Work, the TA agrees to perform the following tasks, unless otherwise specified in a Project Supplement:
- a) The TA will perform and complete the Scope of Work, either through its own forces or the use of one or more third-party consultants or contractors.
- b) The TA will make available to the Project up to the amount(s) specified in the Project Supplement(s) for the Scope of Work.
- c) For purposes of delivering the Scope of Work, the TA agrees to perform the following tasks, unless otherwise specified in a Project Supplement:
  - Manage the Scope of Work, including developing and carrying out the Scope of Work on schedule and within budget;
  - ii. Provide technical oversight for performance of the Scope of Work;
  - iii. Lead coordination with Caltrans and/or other permitting agencies as necessary for the Scope of Work;
  - iv. Obtain the necessary permits and approvals required for the Scope of Work:
  - v. Procure and administer the consultant/contractor services to complete the Scope of Work;
  - vi. Organize and facilitate regular meetings of a Project Development Team (PDT), the Sponsor and representatives from involved local and regional entities to provide input and guidance on the Scope of Work;
  - vii. Keep Sponsor apprised of developments, such as award of contracts or potential changes that may affect the scope, schedule, or budget of the Project or Scope of Work; and
  - viii. Consult with Sponsor where necessary/appropriate.
- d) To the extent applicable, the TA will execute an agreement with Caltrans for oversight services associated with the Scope of Work.
- e) The TA will prepare and provide to Sponsor status reports including anticipated and expended costs and Scope of Work delivery milestones and schedule forecasts.
- f) The TA will review, process, and audit (at its discretion) invoices and other documentation of expenditures for work performed under each Project Supplement. The TA will also track the accumulation and expenditure of funds allocated for Scope of Work, and process other documentation of expenditures in compliance with TA accounting and budgeting requirements.

- 6.5. <u>Sponsor Responsibilities</u>. For purposes of delivering the Scope of Work, the Sponsor agrees to perform the following tasks, unless otherwise specified in a Project Supplement:
- a) The Sponsor will be responsible for championing the effort of obtaining political and public support for the Project.
- b) The Sponsor will be the public face of the Project for purposes of leading outreach efforts to local stakeholders and community members, including coordination of public meetings and solicitation of public comment.
- c) The Sponsor will provide input and oversight based on local policies and desires regarding the outcome of and deliverables of the Project.
- d) The Sponsor will actively participate in the PDT meetings related to the Scope of Work.
- e) The Sponsor may, at its discretion, review any professional services agreements, change orders and any other agreements that the TA has entered into for the performance of Scope of Work; however the TA retains ultimate authority over contracting and related decisions.
- f) The Sponsor may, at its discretion, review the work products and deliverables produced by the TA and/or its contractors/consultants for the Scope of Work, including reports, designs, drawings, plans, specifications, schedules and other materials; however, the TA retains authority to accept or reject contractor/consultant work.
- g) The Sponsor will approve or endorse, in writing, the final deliverables or work products produced by the TA and/or its contractors/consultants for the Scope of Work.
- h) The Sponsor will review progress reports prepared and provided by the TA.
- i) The Sponsor may, at its discretion, review and audit invoices and other documentation of the expenditure of funds allocated for the Scope of Work, however the TA retains ultimate authority for expenditure of allocated funds on the Project.
- 6.6. <u>Indemnification</u>.
- a) Each of the Parties will indemnify, hold harmless and defend the other Party and its directors/councilmembers, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses related to performance of the Scope of Work or the Project, including but not limited to those arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Party) when arising out of or resulting from any act or omission by the indemnifying Party, its agents, employees, contractors or subcontractors in connection with any aspect of the Project, including Project design, construction and/or maintenance.

- b) Each of the Parties will also fully release, indemnify, hold harmless and defend the other Party and Indemnitees from and against any and all claims or suits that may be brought by any of the indemnifying Party's contractors or subcontractors performing work in connection with or related to the Project.
- c) The indemnifying Party's obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Party must, at its expense, satisfy and discharge the same. Indemnitees may require the indemnifying Party to obtain counsel satisfactory to the Indemnitees.
- d) This indemnification will survive termination or expiration of this Agreement.

#### **SECTION 7: Additional Terms Applicable to Shuttle Operations**

The following additional terms apply to shuttle projects as described in each Project Supplement (Project).

7.1. <u>Sponsor Oversight; Work Plan</u>. Sponsor is responsible for implementation of the Project as described in each Project Supplement. Sponsor assumes responsibility for procuring and administering any professional service and/or other contracts entered into in connection with the Project.

Though Sponsor may appoint a designee or engage contractor(s) to perform work necessary for Project implementation, Sponsor will remain ultimately responsible to the TA for performance of all responsibilities set forth herein.

- 7.2. Required Approvals. Prior to commencement of each Project, Sponsor or its designee (e.g., a consultant) will obtain all required local, state and federal approvals and permits for Project work. In addition, Sponsor must comply with all federal, state and local laws and regulations applicable to the Project.
- 7.3. Contract Award and Scope Changes. Sponsor must comply with state and local agency requirements for the award and amendment of any contract(s) for the implementation of each Project. Sponsor must advise the TA in writing (electronic mail is acceptable) as soon as possible of any contracts awarded and any amendments thereto, such as for any changes in service. Notice of any contracts and amendments provided to the TA will not constitute approval by the TA nor obligate the TA to provide funds in excess of its maximum contribution stated in the Project Supplement.
- 7.4. Monthly & Annual Operations Reports. Within eight (8) calendar days after the end of each month a given Project Supplement is in effect, Sponsor or its agent must submit to the TA a monthly operations report (Operations Report) based on National Transit Database (NTD) reporting requirements, attached as Exhibit E, "National Transit Database Reporting Requirements." The Operations Report must include such items as the average daily ridership of the Project, and the Project's total boardings, total revenue miles, hours, vehicles in service, road calls, accidents and any other information pertinent to assess the performance of the service for purposes of local, state or federal reporting requirements for the month just ended. Any monthly service mileage and/or hours that were scheduled, but where service was not operated for any reason, must be

deducted from monthly reporting totals. An explanation for all lost service miles and/or hours must be included in the monthly report. Sponsor or its agent must review all required reporting for accuracy prior to submittal to the TA. The form of all reports must be determined by the TA. Within eight (8) calendar days of the end of the performance of the work under a Project Supplement, and/or any extension thereof, Sponsor or its agent must submit to the TA an annual report on the same statistics. All Operations Reports must be submitted via Excel spreadsheet or other format as approved by the TA to shuttles@samtrans.com or as specified in the Project Supplement.

7.5. Quarterly Progress Reports. Sponsor must prepare and submit to the TA quarterly progress reports by January 31, April 30, July 31 and October 31 of each year during the entire term of the Project. Reports must be presented in the form provided as Exhibit F, "Quarterly/Annual Shuttle Program Progress Report Form," which is attached to this Agreement and incorporated herein by this reference, or in other formats specified by the TA. The reports must describe Project performance and expenditures during the previous quarter.

The reports must include actions expected to be taken and any projected changes in the service plan / schedule during the next quarter, and any other information requested by the TA. Additionally, each progress report must include information on any potential issues that may impact any of the performance measures set forth in Exhibit F as well as the ability of Sponsor to meet the conditions outlined in this Agreement.

7.6. <u>Annual Report</u>. By October 1 of each year, Sponsor must provide the TA with an annual report in the form provided as Exhibit F, or in other formats specified by the TA, summarizing the quarterly progress reports from the prior fiscal year.

The reports must include actions expected to be taken and any projected changes in the service plan /schedule for the next year (if the Project is continuing), and any other information requested by the TA. Additionally, each Annual report must include information on any potential issues that may impact any of the performance measures set forth in Exhibit F as well as the ability of Sponsor to meet the conditions outlined in this Agreement for the next year (if the Project is continuing). If the Annual Report is submitted after the second year of the Time of Performance, the Annual Report should include written confirmation that no further reimbursements associated with the Project are anticipated and that all reimbursement requests have been made or are being submitted with the Annual Report.

7.7. Funding Commitment. The TA allocates to Sponsor up to the amount specified in each Project Supplement for reimbursement of expenditures related to the Project (Project Costs). The Sponsor will contribute, or provide for the contribution of matching as specified in each Project Supplement, as well as the entire amount in excess of TA's allocation needed to implement the Project. The TA's funding commitment under this Agreement in no way establishes a right for the Sponsor to receive additional funding from the TA.

All funding obligations of the TA under this Agreement are subject to downward adjustment based on actual sales tax receipts for the fiscal years indicated, or if Sponsor receives funding for Project Costs from other sources which allow Sponsor to provide more than the matching funds specified in the Project Supplement over the term of the Agreement.

The Sponsor will assess and confirm its ability to implement the Project within budget as part of the quarterly reporting requirements established in Section 7.5, above. The Sponsor must further notify the TA between reporting cycles if the Sponsor determines that the budget will not be sufficient to implement the Project. The TA retains authority to suspend its funding obligation as set forth in Section 2.4 of this Agreement upon such notice, and until the Sponsor develops a credible funding plan acceptable to the TA to fund and implement the Project.

- 7.8. <u>Reimbursement Basis</u>. Sponsor may seek reimbursement for Project Costs incurred on or after the Execution Date. Project Costs must be incurred and paid by the Sponsor prior to requesting reimbursement from the TA. Sufficient documentation must accompany all requests for reimbursement, including the submittal of all due operations and progress reports.
- 7.9. Accounting and Reimbursement Procedures. Sponsor, in coordination with and to the satisfaction of the TA, will establish procedures for Project accounting and requests for reimbursement. These procedures will track and reflect the accumulation of the TA's pro rata share of costs for the Project. Sponsor will detail the TA's pro rata share of Project Costs for all work funded under this Agreement with each "Reimbursement Claim Form" which is attached to this Agreement as Exhibit D and incorporated herein, or in other formats specified by the TA. Sponsor will maintain all necessary books and records in accordance with generally accepted accounting principles.
- 7.10. <u>Invoices; Payments</u>. Once per quarter following submission of the quarterly progress reports, Sponsor must prepare and submit billing statements consistent with the Reimbursement Claim Form with all required supporting documentation. Supporting documentation may include, but is not limited to, copies of associated vendor invoices, timesheets, backup documentation, checks and payment advice, and must include an accounting of the TA's share of costs for the Project as contemplated by this Agreement.

Claims and supporting documentation for reimbursement may be submitted by e-mail to: <a href="mailto:accountspayable@samtrans.com">accountspayable@samtrans.com</a> and <a href="mailto:invoices@smcta.com">invoices@smcta.com</a>

The TA will endeavor to disburse reimbursements for approved Project Costs within thirty (30) days after the TA's approval of each claim, subject to the limits on the TA's maximum contribution as established in the Project Supplement. The TA's obligation to reimburse Project Costs to the Sponsor as provided in this section is conditioned upon the TA's prompt receipt of reports from Sponsor pursuant to Sections 7.4–7.6, above.

7.11. Indemnity by Sponsor. The Sponsor will indemnify, keep and save harmless the TA (and, if the Project includes shuttle(s) with the Caltrain logo on the vehicle(s) or on any shuttle public information materials, the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and each of its/their directors, officers, agents and employees against any and all suits, claims or actions related to the performance of this Agreement including, but not limited to, those arising out of any of the following:

- a) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of the Project or implementation of this Agreement; or
- b) Any allegation that materials or services developed, provided or used for the Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Sponsor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the other agencies or individuals enumerated above in any such action, the Sponsor will, at its expense, satisfy and discharge the same.

This indemnification will survive termination or expiration of the Agreement.

# **SECTION 8: Additional Terms Applicable to All Other Project Supplements for Operations**

The following additional terms apply to operational projects as described in each Project Supplement (Project).

- 8.1. <u>Sponsor Oversight; Work Plan.</u> Sponsor is responsible for the completion of the Scope of Work as described in each Project Supplement. Sponsor is responsible for procuring and administering any professional service and/or other contracts entered into in connection with the Scope of Work. Sponsor will oversee completion of the Scope of Work. Sponsor may appoint a designee or engage contractor(s) to perform work necessary for Scope of Work completion, but Sponsor remains responsible to the TA for the completion of the Scope of Work.
- 8.2. Required Approvals. Prior to commencement of the Scope of Work, Sponsor or its designee (e.g., a consultant) will obtain all applicable local, state and federal approvals and permits for the Scope of Work. In addition, Sponsor must comply with all applicable federal, state and local laws and regulations applicable to the Project.
- 8.3. <u>Contract Award and Change Orders</u>. Sponsor must comply with state and local agency requirements for the award of any contract(s) for the performance of the Scope of Work and any amendments. As the Scope of Work proceeds, Sponsor must advise the TA of any contracts awarded and amendments as part of the regular progress reporting requirements pursuant to Section 8.4 below. Notice of any contracts and amendments provided to the TA will not constitute approval by the TA of the contracts and amendments nor obligate the TA to provide funds in excess of its maximum contribution stated in the Project Supplement.
- 8.4. <u>Progress Reports</u>. For each of the projects in the Scope of Work, Sponsor will prepare and submit to the TA quarterly progress reports as the program proceeds and covering all Scope of Work activities for work completed during the previous month using the template in Exhibit B, or in other formats specified by the TA. The reports must describe:
- a) The current status of, and any changes in, scope, schedule, budget, and funding plans of the Scope of Work and the Project;

- b) Any risk factors;
- c) The work performed during the previous quarter and projected for the next three months;
- d) Scope of Work Costs (as defined in Section 8.8, below) projected to be expended during the next three months; and
- e) Any other information requested by the TA.
- 8.5. <u>Closeout</u>. Within ninety (90) days of Sponsor's final acceptance of the Scope of Work and all incidental work, Sponsor must notify the TA with a final closeout letter detailing the following and all other relevant information: Total costs for the Scope of Work, including an accounting of all Measures A/W expended in connection with the Scope of Work, and reflecting any unexpended Measure A/W Funds.
- 8.6. <u>Funding Commitment</u>. The TA allocates to Sponsor up to the amount specified in each Project Supplement related to the Scope of Work (Scope of Work Costs). Funds cannot be transferred between projects without separate approval from the TA. The TA Executive Officer, or designee, can approve funds transfers administratively with a letter. The TA's funding commitment under this Agreement in no way establishes a right for Sponsor to receive additional funding from the TA.

#### 8.7. Use of Funds.

- a) Measures A/W Funds must be used only for direct eligible costs to complete the Scope of Work. The Sponsor is responsible for demonstrating to the TA that the expenses incurred were necessary to deliver the Scope of Work.
- b) The following costs are *not* eligible for reimbursement:
  - i. Sponsor's costs which are unrelated to the Scope of Work;
  - ii. Costs for entering into this Agreement;
  - iii. Maintenance, rehabilitation, routine operations of the Project or other facilities or programs; and
  - iv. Development of proposals, applications or agreements for Measure A, Measure W, or other funding programs.

#### 8.8. Indemnity by Sponsor.

Sponsor will indemnify, keep and save harmless the TA and its directors, officers, agents and employees against any and all suits, claims or actions related to the performance of the Scope of Work or the Project including, but not limited to, those arising out of any of the following:

 Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of the Project or implementation of this Agreement; or b) Any allegation that materials or services developed, provided or used for the Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

Sponsor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the individuals enumerated above in any such action, Sponsor will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

#### **SECTION 9: Miscellaneous**

- 9.1. Access to Records and Record Retention. At all reasonable times, Sponsor will permit the TA access to all reports, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for each Scope of Work by Sponsor or any contractor or consultant of Sponsor. Sponsor will also make available to the TA upon request any professional service agreements, change orders and any other agreements that are related to each Scope of Work. Sponsor will provide copies of any documents described in this Section to the TA upon request. Sponsor will retain all records pertaining to each Scope of Work for at least three years after completion of each Project.
- 9.2. <u>Audits</u>. The TA, or its authorized agents, may, at any reasonable time during business hours, conduct an audit of Sponsor's performance under this Agreement. Sponsor will permit the TA, or its authorized agents, to examine, inspect, make excerpts from, transcribe or photocopy books, documents, papers and other records of Sponsor which the TA reasonably determines to be relevant to this Agreement.

Sponsor will transmit to the TA the Independent Auditor's Report prepared for Sponsor's Annual Comprehensive Financial Report within thirty (30) days of receipt by Sponsor and highlight the section that pertains to the Measures A/W Funds.

- 9.3. <u>No Waiver</u>. No waiver of any default or breach of any covenant of this Agreement by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.
- 9.4. <u>Assignment</u>. Parties are prohibited from assigning, transferring or otherwise substituting their interests or obligations under this Agreement without the written consent of all other Parties.
- 9.5. <u>Governing Law</u>. This Agreement is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.
- 9.6. <u>Compliance with Laws</u>. In performance of this Agreement, the Parties must comply with all applicable Federal, State and local laws, regulations and ordinances.
- 9.7. <u>Accessibility of Services to Persons with Disabilities</u>. The Project implementation must comply with, and not subject the TA or Sponsor to liability under, the Americans

- with Disabilities Act, the California Disabled Persons Act, or any other state or federal laws protecting the rights of persons with disabilities.
- 9.8. <u>Modifications</u>. This Agreement may only be modified in a writing executed by both Parties.
- 9.9. <u>Attorneys' Fees</u>. In the event legal proceedings are instituted to enforce any provision of this Agreement, the prevailing Party in said proceedings is entitled to its costs, including reasonable attorneys' fees.
- 9.10. <u>Relationship of the Parties</u>. It is understood that this is an Agreement by and between Independent Contractors and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship other than that of Independent Contractor.
- 9.11. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for, in the process of being assembled or prepared by or for, or furnished to Sponsor under this Agreement, are the joint property of the TA and Sponsor, and will not be destroyed without the prior written consent of the TA. The TA is entitled to copies and access to these materials during the progress of the Project and upon completion or termination of the Project or this Agreement. Sponsor may retain a copy of all material produced under this Agreement for its use in its general activities. This Section does not preclude additional shared ownership of work with other entities under contract with Sponsor for funding of the Project.
- 9.12. <u>Non-discrimination</u>. Sponsor and any contractors performing services on behalf of Sponsor will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
- 9.13. Attribution to the TA. Sponsor must include attribution that indicates work was funded with "Measure A Funds" or "Measure W Funds" or "Measures A/W Funds from the TA." This provision applies to any project, or publication, that was funded in part or in whole by "Measure A Funds" or "Measure W Funds" or "Measures A/W Funds." Acceptable forms of attribution include TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents. Sponsor must comply with the TA's External Attribution Guide which may be updated from time to time and will be available on the TA's website.
- 9.14. <u>Warranty of Authority to Execute Agreement</u>. Each Party to this Agreement represents and warrants that each person whose signature appears hereon is authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.
- 9.15. <u>Severability</u>. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement, or the application thereof, will remain in full force and effect.

- 9.16. <u>Electronic Signatures</u>. This Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.
- 9.17. <u>Counterparts</u>. This Agreement may be executed in counterparts.
- 9.18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names as of the last date written below (Execution Date).

	[SPONSOR]
	By: Name: Its:
	Date:
	Approved as to Form:
	Legal Counsel for the [SPONSOR]
	Date:
	SAN MATEO COUNTY TRANSPORTATION AUTHORITY
	By:
	Date:
	Approved as to Form:
	Legal Counsel for the TA
	Date:
Exhibit A: Form of Project Supplements Exhibit B: Progress Reporting Template Exhibit C: Permissible Costs for Reimbursement Exhibit D: Reimbursement Claim Form Exhibit E: National Transit Database Reporting Form	Requirements

Exhibit E: National Transit Database Reporti Exhibit F: Quarterly/Annual Shuttle Program Progress Report Form

#### **Exhibit A: Form of Project Supplements**

#### **SECTION A: Primary Agreement**

The San Mateo County Transportation Authority (TA) and [Project Sponsor] (Sponsor) entered into a Primary Grant Agreement on, 20 (Primary Agreement).
This Project Supplement is entered into on, 20 pursuant to the Primary Grant Agreement and is subject to the terms set forth therein.
SECTION B: Project Background
Measure(s):
☐ Original Measure A
□ New Measure A
☐ Measure W

#### **Program Category:**

Measure A	Measure W
□ Transit	☐ Countywide Highway Congestion Improvements
□ Highways	□ Lead Safety, Bethele & Congestion Belief
☐ Local Streets/Transportation	☐ Local Safety, Pothole & Congestion Relief Improvements – Local Investment Share
☐ Grade Separations	☐ Local Safety, Pothole & Congestion Relief Improvements – Grade Separation
☐ Pedestrian and Bicycle	□ Bicycle and Pedestrian Improvements
☐ Alternative Congestion Relief Programs	☐ Regional Transit Connections

Program Subcategory (if applicable):

Project: [Add project name]

Scope of Work: [Specify phase(s)]

Scope of Work Costs: [Specify amount programmed and allocated for each phase]

TA Technical Assistance (if applicable):

**Date Funding Programmed**:

**Date Funding Allocated**:

Applicable Resolutions (attached):
Additional Terms: The following Agreement Section(s) apply to this Project Supplement:
$\square$ Section 5 (Additional Terms Applicable to Sponsor-Performed Projects)
☐ Section 6 (Additional Terms Applicable to TA-Performed Projects)
☐ Section 7 (Additional Terms Applicable to Shuttle Operations)
□ Section 8 (Additional Terms Applicable to All Other Project Supplements for Operations)
SECTION C: Invoices; Payments [ALTERNATIVE CLAUSE TO AGREEMENT SECTION 5.10(a) – DELETE IF NOT APPLICABLE]
Section 5.10(a) of the Agreement does not apply to this Project Supplement. Instead, the TA will make one upfront lump sum payment of \$\ to the Sponsor to complete the Scope of Work.
SECTION D: Matching Funds
Sponsor will contribute, or provide for the contribution of, the entire amount in excess of needed to complete the Scope of Work [and must provide at least% pro rata share of the Scope of Work Costs.]
OR
Sponsor agrees to contribute the matching funds to the TA in one upfront lump sum payment of (Matching Funds) following Sponsor's approval of an invoice from TA describing the expenses to which the Matching Funds will be applied, subject to the following terms and conditions:
TA agrees that the Matching Funds are to be expended solely for the Project and agrees to: (i) prioritize application of the Matching Funds to expenses under the Scope of Work with the objective of utilizing all of the Matching Funds not later than; (ii) promptly return to Sponsor any and all unspent Matching Funds upon termination of the Project Supplement, or, absent termination, that have not been expended for the Project by
SECTION E: Description of Scope of Work
Sponsoring Agency:
Lead/Implementing Agency:
<u>Contact</u> :

<u>Pro</u>	ject	Descri	<u>ption</u>	and	Sco	ре	<u>of</u>	Work:

Beg	gin	Er	ıc	Į

#### Project Budget/ Source of Funding:

Include funding plan for the project defined above, including use of TA Technical Assistance if applicable

\* The other fund sources are provided for informational purposes.

**Operating Responsibility**:

Maintenance Responsibility:

Project Implementation Responsibility:

**Project Oversight Responsibility:** 

#### **SECTION F: Third Party Roles**

- 1. <u>Third Party Roles</u>. The [THIRD PARTY] is responsible for [LIST ALL RELEVANT RESPONSIBILITIES] for the Project.
- 2. <u>Caltrans Roles</u>. Caltrans as owner operator of the facility proposed for modification is responsible for reviewing and approving the [RELEVANT DOCUMENTS] for the Project.
- 3. <u>Other Agreements</u>. A Cooperative Agreement must be executed between Caltrans and the TA that lists the terms and conditions, roles and responsibilities and fee payment associated with Caltrans' review and approval of the [RELEVANT DOCUMENTS].

#### **SECTION G: Time of Performance**

- 1. <u>Time of Performance</u>. The Scope of Work must be completed no later than the end of quarter, Fiscal Year 20\_\_-20\_\_ (the TA's fiscal year runs July 1 through June 30).
- 2. <u>Timely Use of Funds</u>. Sponsor must expend Measures A/W funds expeditiously. If Sponsor fails to invoice the TA for two consecutive quarters, the TA will require a meeting with Sponsor's executive and Project staff to review project progress. A Project Supplement found to be non-compliant with this requirement may be terminated for default by the TA.

#### **SECTION H: Notice**

<u>Notices</u>. All notices required or permitted to be given under this Agreement, be in writing and delivered by email to the addresses specified below. Notices will be deemed given when the email was sent. A recipient's failure to acknowledge receipt of the emailed notice will not affect the effectiveness of notice if (a) the sender can show that the notice was properly addressed and sent by email, and (b) the sender did not receive any email system notification that the email could not be delivered.

To TA: San Mateo County Transportation Authority

1250 San Carlos Avenue

P.O. Box 3006

San Carlos, CA 94070-1306

Attn: TA Secretary and Executive Director

**Emails:** 

To [Sponsor]: [Sponsor]

ADDRESS LINE ONE ADDRESS LINE TWO

Attn: Project Sponsor Contact

TITLE

Email:

In 2025, the TA plans to relocate its administrative building to 166 N. Rollins Road in Millbrae, California and when that occurs, the TA's address will be at that location.

SECTION I: Insurance [The TA and Sponsor will determine what types and levels of insurance are required for each Project Supplement]

The following types of insurance are required for this Project Supplement. See Section 6 of the Primary Agreement for additional requirements.

Insurance Type	Required	Coverage Amount
Workers' Compensation and Employer's Liability Insurance	Yes	Statutory limits for Workers' Compensation and at least \$1 million for Employers Liability.
Commercial General	Yes	[\$1/5/10 million]
Liability Insurance		<ul> <li>For all projects: \$1M for Project Planning, Project Initiation, Project Approval &amp; Environmental Design and Right of Way Phases and for operations.</li> </ul>
		<ul> <li>For capital projects with budgets of up to \$10M (e.g., road widening): \$1M for Design and Construction Phases.</li> </ul>
		<ul> <li>For capital projects with budgets between \$10M and \$40M (e.g., freeway interchange): \$5M for Design and</li> </ul>

		Construction Phases.
		<ul> <li>For capital projects with budgets of \$40M or more: \$10M limits for Design and Construction Phases.</li> </ul>
Business Automobile	Yes	[\$1/5/10 million]
Liability Insurance		<ul> <li>For all projects: \$1M for Project Planning, Project Initiation, Project Approval &amp; Environmental Design and Right of Way Phases.</li> </ul>
		<ul> <li>For capital projects with budgets of up to \$10M (e.g., road widening): \$1M for Design and Construction Phases.</li> </ul>
		<ul> <li>For capital projects with budgets between \$10M and \$40M (e.g., freeway interchange): \$5M for Design and Construction Phases.</li> </ul>
		<ul> <li>For capital projects with budgets of \$40M or more: \$10M limits for Design and Construction Phases.</li> </ul>
		<ul> <li>For operations projects: \$10M</li> </ul>
Property Insurance	Yes	
Professional Liability	[Yes/No]	[\$1/2/5 million]
Insurance		For most projects with professional liability exposure, such as consulting: At least \$1 million
		For capital projects with some design: At least \$2 million.
		For capital projects with significant design: At least \$5M.
Cyber Liability Insurance	[Yes/No]	If contract deals with Personally Identifiable Information (PII): At least \$1 million and part of the Professional Liability Insurance program.
Crime Insurance	[Yes/No]	If Entity's employees have access to funds, securities and other property: At least \$250,000 for Employee Dishonesty Insurance and \$250,000 for Third-Party/Client Property.
		If Entity has access to significant funds, securities or other property: Limits should reflect cumulative exposure.
Contractors' Pollution Liability Insurance and/or Environmental	[Yes/No]	At least \$1 million

Liability Insurance		
Railroad Protective Liability Insurance	[Yes/No]	At least \$2 million per occurrence and \$6 million annual aggregate

[SPONSOR]

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names as of the last date written below.

By:
Name:
Its:
Approved as to Form:
Legal Counsel for the [SPONSOR]
Date:
SAN MATEO COUNTY TRANSPORTATION AUTHORITY
Ву:
Name: April Chan Its: Executive Director
Date:
Approved as to Form:
Approved as to Form:  Legal Counsel for the TA

#### **Exhibit B: Progress Reporting Template**

REPORTING PERIOD: FROM mm/dd/yyyy TO mm/dd/yyyy

SMCTA Project # 00XXX – [Project Title/Phases] [Carryover to additional pages as necessary]

Contact: [Name, Title, Phone, email, address]

#### 1) Scope:

[Describe Scope of Work here, specify Project limits, phases of Project. Identify the [Original Measure A and/or New Measure A and/or Measure W] funded components]

Status Summary: [Provide Status]

Issues: [List any issues, i.e. potential scope changes]

2) Schedule:	Original Baseline	Current Baseline	Current Forecast	
Major Milestones:	Start Finish	Start Finish	Start Finish	
[Activity]	MM/DD/YY MM/DD/YY	MM/DD/YY MM/DD/YY	MM/DD/YY MM/DD/YY	
[Activity]	MM/DD/YY MM/DD/YY	MM/DD/YY MM/DD/YY	MM/DD/YY MM/DD/YY	
[Activity]	MM/DD/YY MM/DD/YY	MM/DD/YY MM/DD/YY	MM/DD/YY MM/DD/YY	
[Activity]	MM/DD/YY MM/DD/YY	MM/DD/YY MM/DD/YY	MM/DD/YY MM/DD/YY	

#### **Progress This Reporting Period:**

[Describe progress and activities]

[Original Measure A and/or New Measure A and/or Measure W] Funds Expended This Reporting Period: \$

#### **Future Activities, Next Reporting Period:**

[Describe planned future activities]

Projected [Original Measure A and/or New Measure A and/or Measure W] Funds Expenditure Next Reporting Period: \$

Issues: [List any issues, such as impacts to schedule]

#### 3) Scope of Work Total Budget:

	Α	В	С	D	E	F
Phase/Activity	Original Budget (per Funding Agreement)	Updated Cost Estimate	Total Change from Approved (B-A)	Total Expended to Date	% of Revised Budget Expended (D/B)	% of Work Completed
			-		0.00%	0.00%
			-		0.00%	0.00%
			-		0.00%	0.00%
Total Project	-	-	-	-	#DIV/0!	

#### 4) Scope of Work [Original Measure A and/or New Measure A and/or Measure W] Budget:

	Α	В	С	D	E	F
				Total	% of	
			Change in	Measure	current	
	Original allocation	Current	allocation from	[A/W]	allocation	
	(per Project	allocation (Per	Project	Expended to	expended	% of Work
Phase/Activity	Supplement)	Amendments)	Supplement (B-A)	date	(D/B)	Completed
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	
Total Scope of						
Work	\$0	\$0	\$0	\$0	#DIV/0!	

**Issues:** [List any issues, i.e. potential cost increases]

**5) Funding:** [List additional sources as needed, Fill out the following matrix for each phase for the Scope of Work. i.e. environmental, design, etc.]

	Original	Original %	Curre	ent Current %	<b>%</b>	Estimated at Completion	EAC %		
	Contribu	Contribution		Contribution			Contribution		
SMCTA		#DIV/0!		#DIV/0!			#DIV/0!		
Others:									
Federal (specify	)	#DIV/0!		#DIV/0!			#DIV/0!		
State (specify)							#DIV/0!		
Other (specify)									
Total	-	#DIV/0!		- #DIV/0!		-	#DIV/0!		

Issues: [List any issues such as changes in non-Measure [A/W] funding]

Submit Progress Reports To: invoices@smcta.com or

SMCTA

Planning & Development 1250 San Carlos Avenue San Carlos, CA 94070<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> In 2025, the TA plans to relocate its administrative building to 166 N. Rollins Road in Millbrae, California and when that occurs, the TA's address will be at that location.

#### **Exhibit C: Eligible Costs for Reimbursement**

**Program / Promotions** – activities pertaining to marketing/promotional programs detailed in the Scope of Work.

**Planning** – activities necessary to implement planning studies covered under the Scope of Work.

**Project Initiation Documents (PID)** – activities necessary to complete PIDs covered under the Scope of Work.

**Environmental Studies** – environmental studies costs, including determination of the appropriate environmental document, preparation of all preliminary engineering for each alternative, including geomantic layouts, determination of right-of-way needs, environmental technical studies (such as air, noise, energy, cultural resources and hazardous waste), and all other studies or activities necessary to prepare and finalize the appropriate documents for Project and environmental approval.

**Design** – design activities such as preparation of design studies; materials and foundation reports; drainage, hydrology and hydraulic reports; surveying and mapping; preparation of the plans, specifications and estimate; preparation of bid documents and Project files; preparation of permit applications and maintenance agreements; coordination of agency reviews and any other activities necessary to prepare final plans specifications and estimate (PS&E) for bid advertisement and award; and management oversight of these tasks except as limited in the Agreement.

**Right-of-Way Acquisition** – all activities related to right-of-way including determination of right-of-way needs; title searches; preparation of appraisal maps, legal descriptions and plat maps; parcel appraisals and appraisal reviews; hazardous materials-testing and analysis; preparation of right-of-way acquisition documents; activities involved with acquiring rights-of-way including negotiation with property owners and cost associated with condemnation proceedings (including legal costs, expert witness costs, etc., but not including costs related to claims for inverse condemnation), right-of-way capital costs and cost-to-cure impacts related to the acquisition. To the extent allowed by law, Sponsor will undertake all best efforts so that <u>cleanup of existing</u> hazardous materials will remain the liability of the property owner.

Services provided for right-of-way activities involved with property not necessary for the Measure A or Measure W Highway Program-funded Project as defined in the Scope of Work, and the associated costs for all such property, will be at the sole expense of the Sponsor.

Any property not used for construction of the Project, or used for any purpose other than construction of the Project as defined in the Scope of Work, should be identified and the funding agencies should be informed. Any excess right-of-way will be identified as early as possible in the Project design process and sold. The proceeds from the sale of such property must be returned to the funding agencies, prorated based on the percentage of funds each agency contributed to the purchase of the property.

**Construction** – construction expenditures for the Project (construction capital, management and inspection, surveys, public outreach, and related activities) that are part of the Scope of Work agreed to by the TA. Sponsor must submit all change orders over \$50,000 to the TA for

review and written approval before the TA will reimburse the Sponsor with Measure A Funds or Measure W Funds.

In addition, Measures A and W Funds are eligible for reimbursement of Sponsor's Project management oversight expenses associated with the construction of the Project. This would include activities such as construction management inspection, expenses associated with reviewing proposed change orders, and activities involved with submitting final costs to the appropriate agencies to secure other leveraged funds. Expenditure of Measure A and Measure W Funds remains subject to the limits set forth in the Agreement.

The Sponsor may include additional work beyond the Scope of Work for the Project at its own expense. The TA will require these costs to be segregated from the other item work expenses and paid for with non-Measure A or Measure W Highway Program funds.

**Miscellaneous** – fees from other agencies, including permit fees or reimbursement for review or oversight costs needed for the Project are eligible costs. However, the cost of permits or fees from the Project Sponsor will not be eligible. Utility relocation costs are eligible for reimbursement according to previous agreements establishing rights for those utilities. The costs for specialized equipment for testing, analysis or production of documents for Project-related work are also eligible.

#### **Exhibit D: Reimbursement Claim Form**

# Exhibit D REIMBURSEMENT CLAIM San Mateo County Measure A/W Funds

SMCTA Project ID: SMCTA Project Allocation: Claim Date: Claim Number:

Claim Period:

Claim Amount: \$0.00

Consultant/Contractor/ Vendor	Invoice #	Invoice Total	Fund Source1	% of	% of	Measure A/W	% of Ttl	Prior Total Measure A/W \$	Life to Date Measure A/W \$	Measure A/W Budget Balance
				*****	******		*****			
Total				*****	 *****		*****	\$ .		

Quarterly Progress Report included?

Y/N

Please issue check payable to:

Agency Contact person Address

#### **Exhibit E: National Transit Database Reporting Requirements**

The NTD was established by Congress to be the Nation's primary source for information and statistics on the transit systems of the United States. Recipients or beneficiaries of grants from the Federal Transit Administration (FTA) under the <u>Urbanized Area Formula Program (§5307)</u> or <u>Other than Urbanized Area (Rural) Formula Program (§5311)</u> are required by statute to submit data to the NTD. Over 660 transit providers in urbanized areas currently report to the NTD through the Internet-based reporting system. Each year, NTD performance data is used to apportion over \$5 billion of FTA funds to transit agencies in <u>urbanized areas (UZAs)</u>. Annual NTD reports are submitted to Congress summarizing transit service and safety data.

Below is a partial list of reported elements that may change at any time. For additional information, please go to the National Transit Database website at: https://www.transit.dot.gov/ntd.

- a) **Deadhead (Miles/Hours):** The miles and hours that a vehicle travels when out of revenue service.
  - Deadhead includes:
    - 1) Leaving or returning to the garage or yard facility;
    - Changing routes;
    - 3) When there is no expectation of carrying revenue passengers;
  - ii) However, deadhead does not include:
    - 1) Charter service;
    - 2) School bus service:
    - 3) Operator training;
    - 4) Maintenance training;
  - b) **Fuel Consumed:** The quantity of fuel consumed for the service (by fuel type);
  - c) **Mechanical System Failure Major**: A failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns;
  - d) Mechanical System Failure Other: A failure of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Any mechanical problem that delayed service more than five minutes, even if no Road Call was required;
  - e) **Passenger Miles Traveled (PMT)**: The cumulative sum of the distances ridden by each passenger;
  - f) Reportable Incident: A safety or security incident occurring on transit property or otherwise affecting revenue service that results in one or more of the following conditions:
    - i) A fatality confirmed within 30 days of the incident;
    - ii) An injury requiring immediate medical attention away from the scene for one or more persons;

- iii) Property damage equal to or exceeding \$25,000;
- iv) An evacuation for life safety reasons; or
- v) A mainline derailment.
- g) Revenue Service (Miles, Hours, and Trips): The time when a vehicle is available to the general public and there is an expectation of carrying passengers. Vehicles operated in fare free service are considered in revenue service.
  - i) Revenue service includes:
    - 1) Layover / recovery time.
  - ii) Revenue service excludes:
    - 1) Deadhead
    - 2) Vehicle maintenance testing
    - 3) School bus service, and
    - 4) Charter service.
- h) **Total Service (Miles or Hours):** The time or miles from when a transit vehicle starts (pull-out) from a garage to go into revenue service to the time or miles it returns to the garage (pull-in) after completing its revenue service.
  - i) Since total service covers the time or miles between:
    - 1) Pullout; and
    - 2) Pull-in;
  - ii) It therefore includes both:
    - 1) Deadhead; and
    - 2) Revenue service;
- i) Unlinked Passenger Trips (UPT): The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

#### **Exhibit F: Quarterly/Annual Shuttle Program Progress Report Form**

#### PROPOSED RESOLUTION

## A RESOLUTION AUTHORIZING EXECUTION OF A PRIMARY GRANT AGREEMENT WITH THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY FOR FUTURE MEASURES A AND W FUNDING

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the San Mateo County Transportation Authority (TA) of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

WHEREAS, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (New Measure A); and

WHEREAS, on November 6, 2018, the voters of San Mateo County authorized a new one-half percent sales tax in San Mateo County for transportation purposes, and tasked the TA with administering four of the five transportation program categories described in the Congestion Relief Plan presented to the voters (Measure W); and

WHEREAS, The City of Brisbane is eligible for funding under certain programs in the 1988 Transportation Expenditure Plan, 2004 Transportation Expenditure Plan, and/or 2018 Congestion Relief Plan; and

WHEREAS, the TA requires the Sponsor's governing board to adopt a resolution authorizing the Sponsor's City Manager, or a designee, to sign a Primary Grant Agreement with the TA to receive Measures A and W grants over the next 10 years, and to take any other actions necessary to give effect to this resolution.

#### **NOW, THEREFORE, BE IT RESOLVED** that the governing board of the City of Brisbane:

- Authorizes the City Manager, or designee, to execute a primary grant agreement with the San Mateo County Transportation Authority to be eligible to receive Measures A and W grants over the next 10 years; and
- 2. Certifies that any funds awarded by the TA will be used to supplement existing funds for program activities, and will not replace existing funds or resources; and
- 3. Authorizes the City Manager, or designee, to take any other actions necessary to give effect to this resolution
- 4. Authorizes the Director of Public Works to sign project-specific Project Supplement Agreements pursuant to the Primary Grant Agreement

Cliff Lentz, Mayor

\* \* \* \*

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Brisbane held on the 16th day of January 2025, by the following vote:

AYES: NOES:

ABSENT: ABSTAIN:

ATTEST:

#### File Attachments for Item:

K. Accept Overview Report of Business License Fee Study



#### CITY COUNCIL AGENDA REPORT

Meeting Date: January 16, 2025

From: Carolina Yuen, Finance Director

**Subject:** Overview of Business License Fee Study

#### **Community Goal/Result**

Fiscally Prudent, Economic Development

#### **Purpose**

To provide an update on the progress of the review of the Business License Tax program.

#### Recommendation

No recommendation at this time. This report is a status update on the progress of this project.

#### **Background**

During the review of the Budget for Fiscal Year 2024-25, Council directed staff to review the existing Business License Tax program to determine if the City is optimizing the methods available to assess appropriate fees upon the various businesses within Brisbane. With operating expenses currently exceeding our existing revenues, the City staff is charged to review our revenue streams and determine if there are additional opportunities for growth or restructuring.

#### Discussion

Staff met with the City's business license program administrator, HdL, in October to discuss our current business license portfolio and a possible business license tax study to include the existing business license fee structure and methodologies, best practices and potential methods given the current and future business types allowed in Brisbane. Depending on the business type, business license fees are calculated either by gross receipts, headcount, square footage, or other specialized methodologies. Businesses pay on one type of calculation method. Because the business license fees are considered a tax, any changes in the business license fee structure must be brought before the public for a vote during a general election. The next general election available to present an initiative for a vote will be in 2026. Therefore, staff would like to reconvene with HdL later this year to proceed with discussions to conduct the study and review possible changes in the current business license fee structure and calculation methodologies. The intent is to allow enough time to determine proposed actions for the 2026 election season as a result of the study.

In the meantime, staff has requested additional custom reports to be generated on a regular and ad hoc basis to further analyze the business license portfolio. Year over year comparisons have been somewhat challenging between 2023 and 2024 since the City switched program

administrators from Avenu to HdL. However, entering our second full year with HdL, staff is preparing additional reports we can use for staff analysis and to provide additional statistics and trends to our Economic Development Director.

In addition to data obtained through HdL, staff has been reviewing methodologies used by other cities within San Mateo County and in the East Bay. Reviewing these methodologies will allow staff to understand how neighboring cities have approached these issues to ensure that the City can remain competitive. There were a handful of ballot measures in November 2024 in neighboring cities related to business license taxes. We will continue to review their outcomes and reactions from the business community.

Staff met with the Economic Development Subcommittee on December 4<sup>th</sup> to provide an update on the business license fee program, business license methodologies from surrounding cities and other similar agencies, and to discuss our initial meeting with HdL on a possible study. Such a study typically takes 90 days to complete.

Staff anticipates bringing to Council the proposal for such a study in early FY2025-26.

#### **Fiscal Impact**

None at this time.

Carolina Guen
Carolina Yuen, Finance Director

#### File Attachments for Item:

L. Age-Friendly Action Plan Update



#### CITY COUNCIL AGENDA REPORT

Meeting Date: January 16, 2025

From: Nicole Houghton, Recreation Supervisor

Subject: Age-Friendly Action Plan Update

#### **Community Goal/Result**

Community Building and Safe Community

#### **Purpose**

To ensure vibrant, sustainable, supportive, and inclusive communities for all generations.

#### Recommendation

Receive a presentation from the Center for Age-Friendly Excellence (CAFE) for the Age-Friendly action plan and provide comments to staff.

#### **Background**

The global network of Age-Friendly Cities offers opportunities to address the aging population in a positive and inclusive way. The program provides resources to help communities support individuals to live comfortably in their homes and communities and encourages older residents to take an active role in having their voices heard. The concept of global Age-Friendly Cities was developed in 2005 by the World Health Organization (WHO) to help cities consider and implement policies and services to support older adults as they age to live healthy and vibrant lives. According to WHO, population aging and urbanization are two global trends that will shape the 21st century.

WHO also recognize that older people often require supportive and enabling living environments to compensate for physical and social changes associated with aging. Thus, in order to retain a vibrant and enriching population of older adults, cities must provide structures and services to support their well-being and productivity. Making cities more age-friendly is a necessary and logical response to promote the well-being and contributions of older residents and to keep cities thriving. WHO has identified eight (8) key domains for establishing an age-friendly community. They include:

- 1. Housing
- 2. Transportation
- 3. Social participation
- 4. Respect and social inclusion
- 5. Civic participation and employment
- 6. Communication and information
- 7. Community support and health services
- 8. Outdoor spaces and buildings

Many cities are experiencing rapid increases to their aging population, particularly the proportion of people aged 65 and older. In fact, 10,000 United States adults turn 65 daily, and this will continue through 2030. In 2018, San Mateo County's Board of Supervisors committed to joining WHO's age-friendly global network and established the San Mateo County Age-Friendly Initiative. The County also then partnered with the Center for Age-Friendly Excellence (CAFE), to help achieve this designation over the coming years. CAFE has already collaborated with and designated more than fifteen communities in San Mateo County.

In order to be designated as an "Age Friendly City" through the World Health Organization, Brisbane needed to demonstrate that it was committed to providing places for older adults to be engaged, as well as social opportunities and services that ensure older adults can thrive and be an active part of the community.

#### **Discussion**

In December 2022, a representative from the Center for Age-Friendly Excellence (CAFE) reached out to the City Manager about the possibility of joining the World Health Organization (WHO) Network of Age-Friendly Cities. In early 2023, the City Council affirmed their support for the effort and directed staff to draft the application. In June 2023, a Resolution from the City Council authorized the City's participation in the Age-Friendly Communities Network and shortly after, the City received confirmation of its designation as an Age-Friendly City.

Over the span of three months, six focus groups were held, including: the Task Force group, older adults 55+, older adults with priority needs, ethnic group of older adults, and underserved residents 55+ in a geographical area that is not usually represented. Qualitative (focus group reports) are available online (brisbaneca.org/agefriendly).

The AARP Age-Friendly community survey was available from September 2023-January 2024 for community members to provide additional feedback about how Brisbane can continue to be a great place to live for older adults. The survey feedback was helpful in guiding the Task Force in its creation of the AARP Action Plan, in coordination with CAFE.

The Task Force conducted community outreach to generate 152 completed surveys, signifying a great response for the size of our City. Outreach included: a "town hall" during senior lunch at the Community Center, farmers market, city facilities, the library, working with the City's Communications team for print and online media, improving communication efforts within the Sierra Point Mobile Home Park and Ridge residents, signboards, P&R activity guide, Chamber of Commerce's Luminary, through the school e-newsletters and more.

City staff also attended AARP's roundtable event in Oakland, an Age-Friendly training on Promoting a Positive Image of Age in October 2023, AARP's Livability Grant Process in February 2024, and an Enhancing Community Accessibility through an Age-Friendly Lens training in September 2024.

In June 2024, CAFE conducted interviews and solicited input from city staff representing the following departments: City Manager's office, North County Fire Authority, Library, Parks &

Recreation, Public Works, Community Development, and Police. Interviews were conducted to capture information on current projects and services that are already being provided.

The action plan is a comprehensive overview of feedback received and a wide range of proposed initiatives that will both preserve what is currently successful and also address areas identified as needing improvement. Parks & Recreation Commissioners and City staff will use this plan to inform future decision making around programs, services, and events involving the aging Brisbane population. Staff anticipates future priority setting meetings with the Council to refine an implementation approach within the context of budget development.

Staff requests that the Council review the plan and provide comments to staff. Following this meeting, the formal action plan will be submitted to AARP and the WHO for final endorsement.

#### Fiscal Impact

With the exception of staff time, no costs were incurred by the City as a result of developing the action plan itself. The City contracted with CAFE using a grant to cover the costs associated with drafting the plan. There is no direct fiscal impact associated with the review or acceptance of this plan. If specific projects or initiatives from the action plan are identified as priorities for implementation in the future, requests for budget allocations would be brought forward to the City Council for consideration at that time.

#### **Attachments**

1. DRAFT Age-Friendly Action Plan

Nicole Houghton, Recreation Supervisor

mole / Hoyth





# Brisbane Age-Friendly Action Plan

2025-2028







# **Executive Summary**

On June 20, 2023, the American Association of Retired Persons (AARP) and the World Health Organization (WHO) formally designated the City of Brisbane an Age-friendly City. This marks the beginning in Brisbane's Age-friendly journey and is a testament to our community's unwavering commitment to fostering an inclusive and supportive environment for all age groups. We are developing an action plan that provides a clear and strategic direction for the City's initiatives. This plan will outline specific goals, objectives, actions, and responsibilities to be taken to address the needs of older adults and other residents.

Today, more than 55 million people living in the United States are over the age of 65. They represent over 16% of our country's population and will continue to increase over the next 30 years. We have come to a crossroads where older adults outnumber children in many countries.\*

Brisbane is committed to being an age-friendly community and providing quality public services and programs. We respect community values and apply necessary resources to meet our community members' prospective challenges and expectations. We want to be sure our City incorporates programs and policies that enhance the quality of life and promote wellness for all residents, especially those over the age of 55. The Brisbane Parks and Recreation Department offers a Senior Club that helps those over 55 and offers programs and outings to enhance social, educational, and health programs, in addition to weekly lunches. The Department also offers a variety of programming for older adults that is available to non-members of the Senior Club.

As a proud member of the Age-friendly network, Brisbane is developing an action plan that acts as a roadmap and foundation, a living document that genuinely belongs to our community and all our residents. Our commitment encompasses our mission and values, in addition to ensuring our City is a place for all ages, reflecting the diversity and inclusivity of our population.

As life expectancy increases, ensuring our City evolves and becomes a great place to grow and experience a good quality of life is essential. A sense of community and self-belonging is critical to offer in a city. The goals and strategies in the action plan will be a positive step forward in identifying how we intend to engage our community, broaden our services, create opportunities for residents to thrive, and provide feedback on progress.

Brisbane is a beautiful place to live, work, and play while enjoying ourselves as we age. With this Age-Friendly Action Plan, our community will work together across neighborhoods, cities, and counties.



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# Overview:

# AGE-FRIENDLY CITIES

The concept of the "Age-Friendly" movement was first developed by the World Health Organization (WHO) through a research project to examine older adults and their experiences living in urban environments. This initiative addresses the challenges a rapidly aging population faces worldwide and promotes environments that support activity and independence. The WHO Global Network for Age-friendly Cities and Communities launched in 2010 and currently includes 1,606 cities and communities in 53 countries covering over 330 million people worldwide. An age-friendly city fosters inclusivity across eight domains, including outdoor spaces and buildings, transportation, housing, social participation, communication and information, respect and social inclusion, civic participation and employment, and community support and health services.

The framework for age-friendly cities emphasizes the importance of involving older adults in the planning and decision-making to ensure their voices are heard, and their needs are addressed. The overarching goal of age-friendly cities is to create environments where older adults can thrive, maintain independence, and continue contributing to their communities. By addressing the diverse needs of an aging population, these cities enhance the quality of life for older residents and create a more meaningful and inclusive community for people to age in place with grace and dignity.

The network aims to enable cities and communities worldwide to become increasingly age-friendly by developing projects, programs, and policies that demonstrate evidence-based solutions based on eight domains. This plan includes an added domain related to emergency services that does not play a part in the original eight domains. This domain ensures that our older population is well-prepared and supported during emergencies.

## **AGE-FRIENDLY DOMAINS**



NOTE: A ninth additional domain has been added to highlight Brisbane's Action Plan for **Emergency Services**.

105

## **DOMAIN 1: Outdoor Spaces and Buildings**



An age-friendly community focuses on creating physical environments that are accessible, safe, and conducive to active aging. This term refers to optimizing opportunities for health, participation, and security to enhance quality of life as people age. Ensuring older adults can live safely, enjoy good health, and stay engaged in their communities is essential. This domain encompasses the physical environment of a community, focusing on accessibility, inclusivity, and safety.



Well-maintained sidewalks, trails, pathways, and roads are crucial in an age-friendly community. They not only prevent falls but also provide a sense of security. Public buildings, such as libraries, community centers, and government offices, when safe and clean and with accessible restrooms, enhance usability for all older adults, providing reassurance and confidence in their surroundings.

Adequate street lighting helps prevent accidents and enhances security. Crosswalks with clear markings, clear signage that is easy-to-read, and lower speed limits in high-traffic areas are needed to protect older pedestrians.

Age-friendly parks are more than just spaces for recreation and relaxation. They are about fostering a sense of community among older adults. Benches, shaded areas, and exercise equipment promote physical activity and social interaction. Community centers offer social activities and educational programs tailored for older adults, further promoting a sense of connection and engagement.

An age-friendly community is not just about physical accessibility and safety. It's about empowering older adults to lead independent lives. Enhanced mobility and independence, fostered by accessible and safe environments, reduce the risk of social isolation. Engaging in outside activities, classes, and group activities further enhances social engagement, uplifting the overall well-being of older adults and making them feel in control of their lives.

### **DOMAIN 2: Transportation**



The age-friendly transportation domain encompasses various aspects designed to ensure that older adults have reliable, safe, and accessible means of getting around the community. This domain is essential for public transportation, senior transport services, and well-maintained roads. Offering transportation options such as shuttles, buses, trains, and paratransit (a specialized, door-to-door service for people with disabilities) ensures that older adults with mobility challenges can still travel to medical appointments, grocery stores, pharmacies, and social events.



Well-maintained roads and a pedestrian-friendly infrastructure, including smooth sidewalks, clear crosswalks, and traffic calming measures, contribute to the safety of older adults. Enhanced lighting and clear signage will support navigation, especially for those with visual impairments.

Providing transportation subsidies or discounts for older adults in an age-friendly community is essential. This measure makes travel more affordable and ensures their mobility and independence. Driver refresher courses and pedestrian safety workshops also play a significant role in assisting older adults with the knowledge to travel safely.

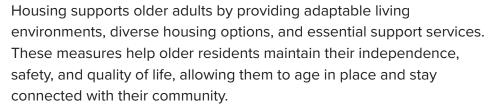


## **DOMAIN 3: Housing**

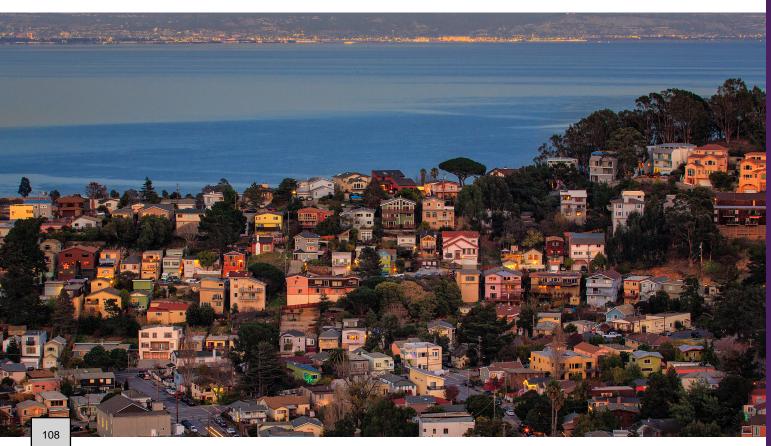


The housing domain provides safe, adaptable, and affordable living environments that meet the needs of older adults. This domain encompasses a range of elements, including accessible home design, diverse housing options, community planning initiatives, and support services. These aspects collectively help to ensure that older adults can live independently and comfortably in their communities.

Community planning initiatives play a significant role in creating agefriendly neighborhoods. This includes zoning laws allowing accessory dwelling units (ADUs), which provide additional living spaces for older adults close to family members. Efforts to integrate housing near public transportation, healthcare facilities, and recreational areas ensure that essential services and social opportunities are within reach.



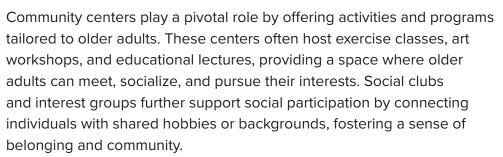




### **DOMAIN 4: Social Participation**



The age-friendly domain of social participation focuses on ensuring that older adults have ample opportunities to engage in social, cultural, and recreational activities. This domain encompasses various elements, including community centers, social clubs, volunteer opportunities, and organized events designed to enhance older residents' social well-being and mental health.





Information about social activities and events is readily accessible to older adults. This includes maintaining up-to-date community calendars, newsletters, and online resources that highlight upcoming activities and opportunities for engagement. Efforts are also made to ensure that venues for these activities are easily accessible and age-friendly.

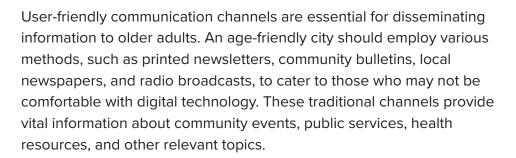
The age-friendly domain of social participation provides a comprehensive array of programs and opportunities that benefit older adults by fostering social connections, enhancing mental well-being, and promoting active engagement in the community. These efforts help older residents maintain a vibrant social life, stay mentally stimulated, and feel valued within their community.

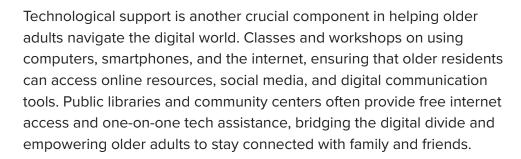


### **DOMAIN 5: Communication and Information**



The age-friendly domain of communication and information ensures that older adults have information available to them that is timely, relevant, and accessible. This domain encompasses a variety of elements, including user-friendly communication channels, technological support, clear public messaging, and educational resources. These features collectively enable older adults to stay informed, connected, and engaged with their community.





Educational resources further enhance the age-friendly communication domain. Seminars, workshops, and informational sessions are offered on various topics, such as health management, financial planning, and legal rights. These educational programs are often held at community centers, libraries, and senior living facilities, providing convenient access for older adults.

The domain of communication and information offers a comprehensive array of resources that benefit older adults by providing accessible, clear, and timely information. These efforts help older residents stay informed, connected, and actively engaged in their community, enhancing their overall quality of life.



### **DOMAIN 6: Respect and Social Inclusion**



The age-friendly domain of social inclusion and respect focuses on creating a community where older adults are valued, respected, and actively included in all aspects of social life. This domain involves promoting intergenerational activities, combating ageism, and ensuring that older adults have opportunities to participate in community decision-making processes. These initiatives help foster a sense of belonging, dignity, and self-worth among older residents.



Promoting intergenerational activities is a critical component of social inclusion and respect. Events and programs unite people of all ages, such as community festivals, educational workshops, and recreational activities. These initiatives encourage mutual understanding and respect between different age groups, helping to break down stereotypes and build a cohesive community. Schools, community centers, and local organizations often collaborate to create opportunities for older adults to share their knowledge and experiences with younger generations through mentoring, tutoring, and storytelling programs.

Combating ageism is another critical element, as it involves addressing and challenging negative stereotypes and prejudices against older adults. By promoting positive images of aging and celebrating the achievements of older adults, it helps to foster a more inclusive and respectful environment.

In summary, the age-friendly domain of social inclusion offers numerous benefits to older adults by promoting intergenerational activities, combating ageism, and involving older residents in community decision-making. These efforts help to create a community where older adults feel valued, respected, and actively included.

### **DOMAIN 7: Civic Participation and Employment**



The age-friendly domain of civic participation and employment ensures that older adults have ample opportunities to remain actively engaged in their community through volunteer and paid roles. This domain encompasses a range of initiatives, including promoting volunteerism, providing employment support, offering educational and training programs, and encouraging older adults to participate in civic decision-making. These efforts help older adults stay socially connected, financially secure, and mentally stimulated.



Volunteer opportunities are a significant component, allowing older adults to stay active and engaged while contributing to their community. Volunteering provides a sense of purpose, helps build social connections, and combat feelings of loneliness. Many organizations actively seek and value the contributions of older volunteers, offering roles that match their skills and interests.

Ensuring that older adults have opportunities to participate in community decision-making processes is essential. Involving older adults in shaping policies and programs that affect their lives demonstrates a commitment to valuing input and expertise. By participating in these platforms, older adults can voice their opinions, influence policy decisions, and contribute to developing age-friendly initiatives.

Civic participation and employment offer numerous benefits to older adults by promoting volunteerism, providing employment support, offering educational and training programs, and encouraging civic engagement. These efforts help older residents stay socially connected, financially secure, mentally stimulated, and enhance their overall well-being.

## DOMAIN 8: Community Support and Health Services



Community support and health services focus on ensuring that older adults have access to comprehensive, high-quality healthcare and supportive services that promote well-being and independence. Accessible healthcare facilities are a cornerstone of this domain, providing older adults with convenient access to medical care.

In addition to healthcare facilities, in-home health services are another critical component. It is essential to collaborate with local and regional agencies and service providers to offer a broader range of services, which are tailored to meet the individual needs of older adults and residents. An emphasis on preventive care and caregiver support also adds to the holistic healthcare approach. Transportation services need to be available to help older adults attend medical appointments, ensuring they promptly receive care.







**Action Plan** 

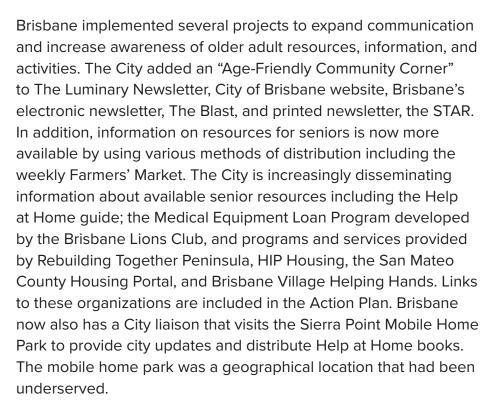
The Age-Friendly Action Plan is a document created and implemented by a community over a five-year period. The process includes an assessment of the significant needs of older adults in the community, including interviews of older residents, organizations serving older adults in the community, and City departments. The team developing the Action Plan then determines potential projects to address those needs. The Action Plan serves as a roadmap for communities to develop and implement policies and projects toward an environment that supports the ability of their older community to remain active, vital, and independent for as long as possible. It is a dynamic, living document that can be modified over time as situations, regulations, and the needs and interests of our older adult population change. Once the initial five-year cycle is completed, the community assessment process begins again.

When the World Health Organization (WHO) developed the WHO Global Age-friendly Cities Guide informed by their worldwide research, they provided eight significant domains, or categories, where there are unmet needs for older people that impact their health and quality of life. This Action Plan addresses the eight categories and Brisbane has also included an additional domain of Emergency Preparedness due to the adverse effects of climate change and ensuing disasters that communities have experienced in recent years. Age-Friendly Brisbane is building upon the initiative of the WHO Global Network of Age-friendly Cities and Communities (GNACC), led in the United States by American Association of Retired Persons (AARP) and its Network of Age-Friendly States and Communities.

The City of Brisbane initially gathered information through six focus groups held in person during 2023 before becoming Age-Friendly certified. "Focus groups included hically diverse adults, underserved and unrepresented residents aged 55 and

#### CTION PLAN INTRODUCTION (continued)

older, older adult residents (two groups), older adults with priority needs, and the Age-Friendly Task Force, made up of community advocates and leaders. A substantial number of potential projects were discussed in these initial sessions. It was determined that the inaugural age-friendly projects would focus on the domains of Communication and Information, Transportation/Mobility, and Outdoor Spaces and Buildings. The following age-friendly projects were submitted as part of Brisbane's membership application to join the AARP Network of Age-Friendly States and Communities and the WHO's GNACC.



To improve transportation and mobility for seniors, during 2023, Brisbane City Council provided \$12,000 in funding to allow Brisbane residents formerly on the *Got Wheels!* waitlist to become participants of the program. Today, residents 70 and older have obtained membership cards, giving them access to an accessible and affordable transportation option within the County's service area.

Upgrades in the Outdoor Spaces category include an inventory currently being conducted for potential placement of benches and rest areas throughout the City. Checks regarding the safety of existing connecting staircases are being processed. The City is considering updated City signage. The City of Brisbane was designated an Age-Friendly City on June 20, 2023.



#### L CTION PLAN INTRODUCTION (continued)

In conjunction with AARP, the City recently conducted a communitywide survey to determine their needs in the eight domains of livability (https://livabilityindex.aarp.org/) that impacts all residents, especially older adults and their well-being. The survey was promoted and disseminated in several ways:

- City website dedicated page and on landing page
- Weekly inclusion in The Blast electronic newsletter
- A-frames around town
- Publicity at multiple farmers markets
- Social media posts
- Printed STAR newsletter
- Printed flyers at City facilities and Library
- Electronic Signboard
- Frequent announcements at the senior lunch
- Insert included with home meal delivery bags
- Surveys dropped off at the Ridge and Mobile Home Park
- Announcements made at the City Council, P&R Commission and IDEA Committee meetings
- Sent through the Elementary and Middle School e-newsletter
- · Outreach at Back-to-School Night
- Ad included in the Artist Evening of Sharing event pamphlet
- Email distribution lists: aquatics, childcare, camp
- · Parks & Recreation Digital Activity Guide
- Chamber of Commerce's The Luminary
- Senior Community
- Promotion at City events

Center for Age-Friendly Excellence (CAFE) also conducted a Town Hall in May 2024 with extensive discussion related to the needs of older residents in Brisbane. The qualitative data from the 2023 focus groups and the Town Hall, along with the results of 152 respondents to the AARP community survey, has led to the development of the recommended projects and strategies in the Action Plan. The overall intention is to enhance the livability of the City, including guidance of the community toward acknowledging the valuable benefits that can be gained from the wisdom, insight, knowledge, and skills of our older adult residents.

An age-friendly spreadsheet was developed to include potential projects and strategies communicated during the focus groups, town hall, and City department interviews to address the unmet



#### L CTION PLAN INTRODUCTION (continued)

needs of older adults. The spreadsheet highlighted areas of focus for the Action Plan and is available as a resource for the City as it continues to prioritize, take action on, and monitor the projects during 2025 – 2028.

Nearly \$1M in grant funding was recently awarded to Brisbane, providing opportunities to improve the domains of Transportation/ Mobility and Outdoor Spaces/Buildings. These include:

- Alternative Congestion Relief Program \$200,000
  for Commute.org route infrastructure improvements. Commute.
  org shuttles currently operate fixed-route, first-last mile service
  FREE of charge to transit stations (BART, Caltrain, and SF Bay
  Ferry), workplaces, hospitals, schools, and residential areas
  throughout San Mateo County. https://commute.org/shuttles/
- Bicycle and Pedestrian Program \$500,000

  Since receiving age-friendly certification in June 2023, the City received funding from the San Mateo County Transportation Authority for its Bike/Ped Grant for Stairway Additions in the Central Brisbane Project in the total grant amount of \$475,000, with a \$25,000 local match. This funding allows the City to complete the design and construction of the stairway between Tulare and Santa Clara, as well as the design for a stairway between Santa Clara and Alvarado and the design of an improved walkway from San Francisco Ave. down to Old County Rd. near Bayshore.



Brisbane will use the funding to complete a hydrological study to prepare project alternatives that can address the City's critical vulnerabilities for U.S. 101 due to the projected Brisbane Lagoon sea level rise. This can impact the highway, nearby wildlife, and human habitats. The City will identify infrastructure vulnerabilities based on the California Transportation Plan's climate resilience goals and will adapt their system to address them. Caltrans Sustainable Transportation Planning Grants

## Impending Improvements to the Stairway between Alvarado & San Benito

Funding for construction of this stairway is coming from the Transportation Development Act Article 3 grant funds, which are administered by C/CAG.



A copy of the 2023 agefriendly community survey and focus group qualitative reports are posted to the City of Brisbane Age-Friendly Corner webpage.

## **Outdoor Spaces and Buildings**





An age-friendly community should create outdoor spaces and buildings that are inclusive and welcoming for older adults, promoting their active participation in community life and enhancing their overall well-being. Outdoor green spaces and public spaces should be clean, safe, pleasant and welcoming, in addition to providing a tranquil environment that is relaxing.

#### **SURVEY RESULTS**

81%

of respondents rated the community as fair to excellent in providing enough benches for resting in public areas like parks, along sidewalks, and around public buildings.

80%

of respondents rated the community as fair to excellent in providing well-lit, accessible, safe streets and intersections.

**69%** 

of respondents rated the community as fair to excellent in providing sidewalks that are in good condition, safe for pedestrians, and accessible for wheelchairs or other assistive mobility devices.

54%

of respondents rated the community as fair to excellent in providing audio and visual pedestrian crossing opportunities. "Our parks
need to
accommodate
people of all
ages. I need
to be able to
utilize the park
just like my
grandkids."

### GOAL: Create and provide an inclusive, safe, and accessible environment that promotes the physical, social, and mental well-being of older adults.



#### **STRATEGIES**

- Provide seating options in public areas, parks, trails, and along walking paths in order to create community hubs and gathering spaces for older adults to meet, socialize, and participate in events and activities.
  - Work with residents and community members to develop a map and survey areas which would benefit from additional benches/chairs throughout the city.
  - Develop a senior subcommittee or work with an existing Age-Friendly Task Force to discuss and research more comfortable age-friendly furniture. Benches and chairs should be a good height, have backrests for additional support and possible armrests. They should be located in shaded areas protected by trees, pergolas, or canopies.
  - Design parks and recreational areas with features that appeal to older adults such as fitness equipment, quiet areas for relaxation, and community gardens.

PARTITION
Council
Age-Friendly Task Force
Parks & Recreation
Commission
Open Space & Ecology

DADTNEDS

Committee

**Community Volunteers** 

**RESPONSIBLE STAFF Parks & Recreation Public Works** 

TIME FRAME 1-2 Years

**METRIC** YES/NO (I/P)\*

Please refer to Appendix A for extensive recommendations contained in the projects spreadsheet. The Goals and Strategies described below in the following domains are just a quick overview of potential projects and options. This is only to be used as a guide and not as definitive projects to be implemented.

<sup>\*</sup> I/P: In Progress

### L. D

## GOAL: Create and provide an inclusive, safe, and accessible environment that promotes the physical, social, and mental well-being of older adults.



#### **STRATEGIES** (continued)

- Thance pedestrian infrastructure to ensure safe and comfortable navigation.
  - Develop a walking audit where older residents identify areas where improved sidewalks, crosswalks, additional stop signs, and adequate crossing times need to be improved and/ or added.
  - b. Commit to regular maintenance and upgrading of outdoor spaces and buildings to ensure they remain safe, accessible, and welcoming. Increase lighting wherever possible; keeping in consideration the "Dark Sky Ordinance", which protects and enhances the local environment and public health by reducing light pollution at night through reasonable restrictions on outdoor lighting.

**PARTNERS** 

Age-Friendly Task Force
Community Volunteers
Parks & Recreation
Commission
Complete Streets Safety
Committee

RESPONSIBLE STAFF
Parks & Recreation
Public Works

TIME FRAME
Ongoing

METRIC YES/NO (I/P)

**3** Evaluate the current pilot study being conducted on Thomas Street to see if permit parking is a possibility.

PARTNERS
Complete Streets Safety

Committee

RESPONSIBLE STAFF
Public Works

TIME FRAME
2-3 Years

## **Transportation**





An age-friendly community should offer a variety of features and services designed to meet the needs of older adults, ensuring their mobility, safety, and independence. Accessible, convenient, and safe transport services such as buses, trains, paratransit, shuttles, and on-demand options should be available and affordable. Safe and accessible pedestrian pathways to and from public transportation stops are essential, and they should be well-marked and have adequate crossing times. Mobility education is important and necessary to provide residents with options and opportunities to connect with available services in the community.

#### **SURVEY RESULTS**

96%

of respondents rated the community as fair to excellent in providing easy to read traffic signs.

**70%** 

of respondents rated the community as fair to excellent in enforcing the speed limit.

**57%** 

of respondents rated the community as fair to excellent in providing accessible and convenient public transportation.

49%

of respondents rated the community as fair to excellent in providing safe public transportation stops or areas that are accessible to people of varying physical abilities.

**28%** 

of respondents rated the community as fair to excellent in providing transportation to and from volunteer activities for those who need them. "A shuttle is needed for older adults to participate in our community, get to our appointments, and perform day-to-day chores. Also. a shuttle is better for our environment than having too many cars on the road."

#### **STRATEGIES**

- Educate older adults about available transportation services.
  - a. Disseminate information regarding transportation options, including:
    - i. Got Wheels! program: Got Wheels!
    - ii. Peninsula Rides, which provides information about transportation options for people with mobility challenges. Peninsula Rides
    - iii. San Mateo County Mobility Guide: Senior Mobility Guide
    - iv. Gogo transportation: https://www.gogograndparent.com/
    - v. Planned tech classes that will teach residents how to use Transportation apps.
    - vi. Brisbane Village Helping Hands: https://brisbanevillage.org/

**PARTNERS** 

SamTrans
County of San Mateo
Youth Advisory Committee
Peninsula Family Services

RESPONSIBLE STAFF
Communications
Director
Parks & Recreation

TIME FRAME 6 Months/Ongoing



#### STRATEGIES (continued)

- Look at possibilities of partnering with neighboring communities to develop a pilot transportation program.
  - Offer specialized transportation services that provide door-to-door service and/or stops that are in relatively close proximity of most homes, especially in the hills. Brisbane Helping Hands: https://brisbanevillage.org/faq/.
  - Look into partnering with a bigger city to research offering a shuttle which can serve both cities.

**PARTNERS** 

**Brisbane Village Helping** Hands

**On-Demand Car Services** 

Commute.org

**Community Volunteer** 

**Organizations** 

**Neighboring Cities** 

**RESPONSIBLE STAFF** Communications Director

TIME FRAME 1 Year/ Ongoing

**METRIC** YES/NO (I/P)

- Enforce traffic laws and enhance traffic safety regulations.
  - Senior volunteers identify potentially dangerous and challenging intersections and suggest increased police enforcement.

**PARTNERS Public Works**  **RESPONSIBLE STAFF Police** 

TIME FRAME 1 Year/ Ongoing

#### STRATEGIES (continued)

Research the potential of Senior Safety Zones and additional traffic safety and calming measures.

- Explore prolonging crossing times at certain crosswalks/intersections. a.
- Survey neighborhoods to evaluate areas that may need speed bumps to slow traffic and determine crosswalks that need added lighting and/or flashing lights.
- Encourage education in the Senior Community Center that emphasizes wearing reflective clothing and shoes when walking and/or bicycling.

#### **PARTNERS**

**CalTrans** 

**Police** 

**Complete Streets Safety** Committee

**Community Members** 

**RESPONSIBLE STAFF Public Works** Parks & Recreation

TIME FRAME 2-3 Years







An age-friendly community should provide should provide safe, affordable housing that is conveniently accessible near public transportation, health facilities, grocery stores, and businesses. The cost of housing is a significant factor influencing where older residents want to live and work. San Mateo County has the highest cost of living in California for seniors who rent or own a home according to a study conducted by UCLA (Federal Poverty Guideline Underestimates Costs of Living for Older Persons in California, 2008). Age-friendly housing needs to support the safety, comfort, and independence of older adults while enhancing their quality of life and fostering a supportive and inclusive community.

**SURVEY RESULTS** 

**79%** 

of respondents thought it was very important or extremely important to live in a home that would help them live independently as they age.

39%

of respondents rated the community as fair to excellent in providing affordable housing options for adults of varying income levels, such as older active adult communities, assisted living, and communities with shared facilities and outdoor spaces.

32%

of respondents rated the community as fair to excellent in providing home modification and repair contractors who are trustworthy, do quality work, and are affordable.

**25%** 

of respondents rated the community as fair to excellent in providing well-maintained safe, lowincome housing. "It's getting harder for me to keep up my house; also, it's getting to be impossible to afford to live here in my community."

GOAL: Ensure older adults have access to safe and affordable housing that supports their independence, health, and and well-being; provide educational resources and policies that promote a wide variety of housing options.



#### **STRATEGIES**

- Partner with services to assist seniors with hiring trusted repair providers.
  - a. Offer affordable home modifications such as grab bars, high counter tops and elevators to make homes safer and reduce the risk of harmful falls.
    - i. Provide home modifications to improve accessibility, reduce falls, increase independence, and facilitate aging-in-place: Rebuilding Together.
    - ii. Develop a resource guide highlighting home maintenance organizations and contractors for seniors.

PARTNERS
San Mateo County
Department of Housing

RESPONSIBLE STAFF
Building & Planning
Department

TIME FRAME
1 Year/
Ongoing

METRIC YES/NO (I/P)

- **2** Educate and disseminate information to increase awareness and understanding of housing issues and opportunities.
  - a. Offer a yearly workshop to educate and assist residents with signing up for affordable housing.
  - b. Educate residents about available housing resources and services.
    - i. Housing Information and Services
    - ii. Promote HIP housing (shared housing): HIP Housing.
    - iii. Research the possibility of developing a list of available ADU units and offer workshops to help educate homeowners on the process of building ADUs.

PARTNERS
HIP Housing
San Mateo County
Department of Housing

RESPONSIBLE STAFF
Building & Planning
Department

TIME FRAME

1-2 Years

PMAIN 3: Housing

GOAL: Ensure older adults have access to safe and affordable housing that supports their independence, health, and and well-being; provide educational resources and policies that promote a wide variety of housing options.



#### **STRATEGIES** (continued)

- Research alternative housing options and assess possibilities of implementing housing alternatives.
  - a. https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6964604/
  - b. Intergenerational housing

PARTNERS
San Mateo County
Department of Housing
Project Homekey
HIP Housing

RESPONSIBLE STAFF
Building & Planning
Department

TIME FRAME
Ongoing



## **Social Participation**





An age-friendly community supports opportunities for social participation, connection, and active living. These contribute to the good health and well-being of older adult residents throughout life. In Dr. Vivek Murthy's U.S. Surgeon General Advisory, he warns about the public health crisis that loneliness and isolation pose to the American public, with the antidote being connection. (Our Epidemic of Loneliness and Isolation, 2023). Cities must offer activities for older adults in their community that are accessible, affordable, inclusive, and that promote interaction between generations.

**SURVEY RESULTS** 

**67%** 

of respondents rated the community as fair to excellent in providing activities that involve both younger and older people.

**67%** 

of respondents rated the community as fair to excellent in providing activities geared specifically toward older adults.

66%

of respondents rated the community as fair to excellent in providing a variety of cultural activities for diverse populations.

**55%** 

of respondents rated the community as fair to excellent in providing continuing education classes or social clubs to pursue new interests, hobbies or passions. "The quality and number of programs are good; I also enjoy the new intergenerational events."

## GOAL: Offer affordable and accessible activities, events and programs that provide social interaction for varying ages, abilities, and cultures.



#### **STRATEGIES**

- Expand Recreation Department offerings to include a broader spectrum of programs and times.
  - a. Survey older adult residents every 2-3 years for feedback on activities that they are interested in, assessing the level of demand.
  - b. Enhance social events for older adults so they have more opportunities to expand their social networks; consider age-friendly hours.
  - c. Continue to offer and expand upon events at the Community Park such as sports for older adults (e.g. ping pong and bocce ball), a cultural fair, and encourage attendance at Day in the Park. Promote community garden programs and events, and introduce a community comedy night.

#### **PARTNERS**

Parks & Recreation
Commission
Faith-Based Organizations

RESPONSIBLE STAFF Parks & Recreation Library

TIME FRAME

1 Year+



# GOAL: Offer affordable and accessible activities, events and programs that provide social interaction for varying ages, abilities, and cultures.



#### STRATEGIES (continued)

- Incorporate intergenerational activities and events to encourage connections between generations.
  - a. Build upon past successful events such as seniors reading to preschool children at the senior center, karaoke, creative writing group, and 3D printing with teenagers.
  - b. Explore scheduling after-school tutoring where older adults help support underresourced students. Example of a non-profit organization in San Francisco serving students ages 6 to 18: www.826valencia.org.
  - c. Continue to offer an Appy Hour/Tech Help in which older adults are paired with youth who teach them technology skills.
  - d. Consider the feasibility of a program for seniors and babies to benefit both based on this Research Program in Japan: https://www.nytimes.com/2022/09/01/world/asia/japan-nursing-home-babies.html.

#### **PARTNERS**

Parks & Recreation
Commission
Schools
Faith-Based Organizations
Youth Advisory Committee

RESPONSIBLE STAFF Parks & Recreation Library

TIME FRAME
6 Months
to 1 Year



## **Communication and Information**





An age-friendly community makes information accessible and inclusive by utilizing a variety of formats. Many older people do not use smartphones or electronic devices, do not have access to WiFi, or may not have technical skills. Information needs to be available both electronically and via print through newspapers, hard copy newsletters or flyers, via television, or on bulletin boards. It should also be provided in multiple languages in a variety of locations.

"Many of us are 'old school.'
We are not upto-date with technology."

#### **SURVEY RESULTS**

**87%** 

of respondents rated their community as fair to excellent in providing access to computers and internet in public spaces such as libraries, senior community centers or government buildings.

71%

of respondents rated the community as fair to excellent in providing access to community information in one central source.

**59%** 

of respondents rated the community as fair to excellent in providing clearly displayed printed community information with large lettering. L.

GOAL: Provide information about resources and activities in multiple languages and formats, disseminate at a variety of venues, and make these available in a centralized location as well as distribute throughout the community.



#### **STRATEGIES**

- Broaden types of communication formats used for older adults. Publicize information about programs and events in various formats, and provide in multiple predominant languages at locations frequented by older adults.
  - a. Provide information electronically and in print, and include pertinent information in welcome packets for new residents.
  - b. Disseminate information in multiple languages.
  - c. Expand the Senior Corner webpage; add an age-friendly section to The Blast and the printed monthly STAR newsletter; include major neighborhood projects, community events, and resources specific to older adults.
    - i. Utilizing the Activity Guide, continue to create Active Adult booklets to be made available at City Hall, the Sunrise Room, and Parks and Recreation office.
  - d. Increase methods of communication to older residents.
    - i. Mail a resource guide annually.
    - ii. Create an older adult/senior newsletter that is distributed twice per year; make it available at the Library, Community Center, Farmers' Market, and big events.
    - iii. Have Police provide updates related to crime statistics, police events, and presentations offered to the community in The Blast on a quarterly basis; have the Communications staff announce events more frequently.
    - iv. Provide bulletin boards in City buildings where North County Fire Authority can display their website address with QR codes for accessing information in different languages.

City I.T. Departments

Library

**Community Volunteers** 

**Schools** 

**Police Department** 

**North County Fire Authority** 

Farmers' Market

**Faith-Based Organizations** 

RESPONSIBLE STAFF
Parks & Recreation
Library
Communications
Staff

6 Months to 1 Year

**GOAL: Provide information about resources and** activities in multiple languages and formats, disseminate at a variety of venues, and make these available in a centralized location as well as distribute throughout the community.



#### STRATEGIES (continued)

- Ensure communication about programs and events to residents at Sierra Point Mobile Home Park.
  - Have Communications staff or other City staff members visit the site to invite residents to a. events and provide an update on City issues.
  - Install a visible dark-sky compliant sign (similar to at the Ridge and the front of town) that b. advertises upcoming events.
  - Have Help at Home guides delivered to the property manager at Sierra Point Mobile Home Park, which can be included with a lease packet.

#### **PARTNERS**

**Sierra Point Mobile Home Park Property Manager City Staff** 

**Community Volunteers** 

**RESPONSIBLE STAFF** Parks & Recreation **Communications** Staff

**TIME FRAME** 6 Months/ Ongoing



L.

GOAL: Provide information about resources and activities in multiple languages and formats, disseminate at a variety of venues, and make these available in a centralized location as well as distribute throughout the community.



#### **STRATEGIES** (continued)

Communicate using alternative formats as many older adults are not tech-savvy.

- a. Place flyers with key resource information at businesses and venues where older adults frequent such as cafes and parks; install kiosks and electronic bulletin boards throughout the City.
- b. In addition to the school districts (encapsulating Brisbane School District and Jefferson Union High School District), continue to partner with schools to disseminate information through their newsletters.
- c. Continue to expand the Teen Tech porgam, where teens assist seniors with tech questions one-on-one by appointment once per week. Brisbane has previously utilized the County's system-wide provider who also offers monthly classes on basic technology.
- d. Partner with schools and the Youth Advisory Committee to offer more tech classes and to increase interpersonal connections.
- e. Continue exploring the opportunity to implement televisits for medical and other appointments.

Staff

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Local Businesses

Community Center

Library

**Community Volunteers** 

**Schools** 

Faith-Based Organizations

**Youth Advisory Committee** 

RESPONSIBLE STAFF
Parks & Recreation
Library
Communications

TIME FRAME
6 Months
to 1 Year

## **Respect and Social Inclusion**



An age-friendly community provides an environment that is respectful, courteous, and acknowledges the value that older people offer. Intergenerational activities are developed to increase the connection between older and younger generations. The community offers opportunities that support the engagement of its older adult residents.

#### **SURVEY RESULTS**

95%

of respondents rated the community as good to excellent in being a place for people to live as they age.

"It is important not to exclude any portion of the community; everyone needs to feel included."



# GOAL: Provide an environment that is inclusive, respectful, and supportive of the need for older adults to remain acknowledged and engaged.



#### **STRATEGIES**

- Offer education and training to increase acknowledgment and respect for older adults and to decrease ageism.
  - a. Partner with schools to have a "senior day" talk on how youth can help older adults; have a social media campaign promoting courtesy for all ages.
  - b. Promote age-friendly businesses.
    - i. Offer senior discounts at businesses.
    - ii. Encourage restaurants to provide menus with larger fonts, maintain suitable noise levels, and ensure that their staff is respectful, patient, and considerate of the needs of older adults. https://www.aarp.org/livable-communities/networkage-friendly-communities/info-2022/businesses.html.
  - c. Continue expanding "Grand Friends" program, currently being offered in conjunction with preschool and Senior Sunrise Room attendees. https://felton.org/social-services/seniors/foster-grandparent-program/.

**PARTNERS** 

**Businesses** 

**Schools** 

**Nonprofits** 

**Faith-Based Organizations** 

**Chamber of Commerce** 

RESPONSIBLE STAFF Parks & Recreation Library

TIME FRAME

1 Year



### GOAL: Provide an environment that is inclusive. respectful, and supportive of the need for older adults to remain acknowledged and engaged.



#### STRATEGIES (continued)

- Identify ways to increase the number of programs that partner older adults with younger generations.
  - Partner with elementary schools to have school children communicate with older adults, such as writing to each other quarterly as "pen pals".
  - b. Continue to work with the Youth Advisory Committee (YAC) to set up programs that include both older and younger adults, such as game nights, intergenerational dinners, or classes to increase the digital literacy of older adults. Brisbane has offered a few intergenerational programs such as Karaoke, Tattoos & Chews, and Senior Portraits. Example: https://www.upworthy.com/teens-help-elderly and https://www.upworthy.com/ teen-creates-a-website-for-his-friends-to-deliver-groceries-to-seniors-and-business-isbooming-rp
  - c. Develop the "Fixit Clinic" being discussed by Brisbane's Open Space and Ecology Committee, Library, and Parks & Recreation Departments. Older adults will have the opportunity to share their knowledge with younger adults on small repair and maintenance projects.

**PARTNERS Community Volunteers Youth Advisory Committee Schools** 

**RESPONSIBLE STAFF** Sustainability Manager **Parks & Recreation** Library

TIME FRAME 6 Months to 1 Year/ Ongoing



## GOAL: Provide an environment that is inclusive, respectful, and supportive of the need for older adults to remain acknowledged and engaged.



#### **STRATEGIES** (continued)

- Expand programs to include participation of all geographical locations in the community and identify ways to reach out to homebound and isolated community members.
  - a. Provide opportunities for engagement in locations of the city where participation is low so that everyone feels included.
  - b. Develop Neighborhood Networks Directories so that neighbors can check on each other, especially the isolated, and have a stronger connection; create an "Adopt a Neighbor" program similar to Brisbane Village Helping Hands.
  - c. Continue to provide nutritional meals for older adults who may be homebound and `implement outreach to those at risk of isolation.

#### **PARTNERS**

Community Volunteers
Sierra Point Mobile Home
Park Property Manager
Brisbane Helping Hands

RESPONSIBLE STAFF
Parks & Recreation
Library
Communications
Staff

TIME FRAME
1-2 Years



## **Civic Participation and Employment**





An age-friendly community offers employment and volunteer opportunities for older adults so they can remain actively engaged in their community. Being a part of a larger purpose, whether through volunteering with a nonprofit organization, civic participation, or working with youth, can help avoid isolation and improve physical and mental health.

#### **SURVEY RESULTS**

81%

of respondents rated the community as fair to excellent in providing a range of volunteer activities.

**77%** 

of respondents thought it was somewhat likely to extremely likely they would continue to work as long as possible, rather than choosing to retire.

**70%** 

of respondents rated the community as fair to excellent in allowing older adults to participate in decision-making bodies such as community councils or committees.

**58%** 

of respondents rated the community as fair to excellent in providing easy-to-find information on local volunteer opportunities. "Volunteer roles are available. If you want to get involved, you will find the opportunity."

DOMAIN 7: CIVIC PARTICIPATION AND EMPLOYMENT

## GOAL: Provide volunteer and employment opportunities for older adults to be engaged and

actively involved in the community.

#### **STRATEGIES**

- Expand and promote opportunities for older residents to volunteer, counteract isolation, and stay actively engaged in the community.
  - a. Publicize volunteer options in The Luminary; hold an annual Volunteer Fair where nonprofits, Commissions/Committees, and Council Members have tables with information and volunteer opportunities.
    - i. Promote Commission/Committee vacancies to older adults.
  - b. Encourage businesses, City departments, and the Chamber of Commerce to develop new volunteer positions geared toward older residents and expand civic participation options such as an Age-Friendly Commission/Committee.
  - c. Have older adults write articles to be placed in The Blast, the STAR, and the Age-Friendly City page in the Community section of the Brisbane website.
  - d. Partner with schools to establish volunteer opportunities for older adults.

**PARTNERS** 

**Businesses** 

**City Departments** 

**City Commissions** 

**Council Members** 

**Chamber of Commerce** 

**Nonprofit Organizations** 

RESPONSIBLE STAFF
City Staff

TIME FRAME
6 Months
to 1 Year/
Ongoing



# GOAL: Provide volunteer and employment opportunities for older adults to be engaged and actively involved in the community.



#### **STRATEGIES** (continued)

- 2 Broaden opportunities for older adults to work and publicize full or part-time jobs in local publications.
  - a. Have a centralized location to post volunteer and job opportunities.
  - b. Offer a stipend or City contract to older people who want to teach a workshop for the community.
  - c. Work with schools to assess areas in need of volunteers, recruit older adults interested in participating, and investigate opportunities to be teachers' aides at the schools.

**PARTNERS** 

**Community Center** 

Library

**Schools** 

**Chamber of Commerce** 

**Nonprofit Organizations** 

**Service Organizations** 

RESPONSIBLE STAFF Parks & Recreation

TIME FRAME 6 Months/ Ongoing



## **Community Support and Health Services**





An age-friendly community provides access to affordable healthcare for all ages, abilities and cultures. Residents also receive education on key health topics and the resources available to them so that they can make informed decisions. Healthcare focuses on maintaining the overall health of the community residents.

#### **SURVEY RESULTS**

**50%** 

of respondents rated the community as fair to excellent in providing affordable fitness activities geared towards older adults.

47%

of respondents rated the community as fair to excellent in providing access to telehealth care services.

43%

of respondents rated the community as fair to excellent in providing conveniently located health and social services.

**37**%

of respondents rated the community as fair to excellent in providing affordable health and wellness programs and classes in areas such as nutrition, smoking cessation, and weight control. "Although
there are
health services
and resources
available, we
often don't
know about
them."

# GOAL: Provide programs and resources that support older adults' priority of aging in their community and a positive quality of life for as long as possible.



#### **STRATEGIES**

- ✓ Increase awareness of resources available in the County of San Mateo.
  - a. Disseminate and make available guides with resources for older adults.
    - i. Community Information Handbook | San Mateo County, CA: https://www.smcgov.org/hsa/community-information-handbook
    - ii. Help at Home guide: www.smchealth.org/sites/main/files/file-attachments/ hath\_web.pdf
  - b. Educate residents about medical equipment loan programs and advertise every quarter through the STAR newsletter and The Blast.
    - i. Lions Club: https://brisbanelions.org/
    - ii. Rotary Club/Villages of San Mateo: https://www.freemedequip.org/

#### **PARTNERS**

Library
Chamber of Commerce
Nonprofit Organizations
Aging and Adult Services
Service Organizations

RESPONSIBLE STAFF
Parks & Recreation
Communications
Staff

TIME FRAME
6 Months/
Ongoing

METRIC YES/NO (I/P)

- Provide more workshops for older adults.
  - a. Financial/Legal: Tax assistance through AARP, on avoiding financial scammers, and on trusts, estate planning, and advanced directives.
  - Medical/Health Related: On strokes, cardiovascular disease and blood pressure checks, medication prescriptions, nutrition, and related issues; have an annual health and resource fair.

#### **PARTNERS**

Library

**Nonprofit Organizations** 

RESPONSIBLE STAFF Parks & Recreation

TIME FRAME
6 Months
to 1 Year

## GOAL: Provide programs and resources that support older adults' priority of aging in their community and a positive quality of life for as long as possible.

#### **STRATEGIES** (continued)

- Create a centralized database of seniors over 65 and people with disabilities of any age who can be contacted in an emergency situation or evacuation.
  - a. Establish a database (voluntary participation).
  - b. Communicate with the City Attorney to ensure proper protocols.

**PARTNERS** 

Library

**City Departments** 

**Police Department** 

RESPONSIBLE STAFF Parks & Recreation

TIME FRAME

1-2 Years

METRIC YES/NO (I/P)



144

# **Emergency Services**





An age-friendly community should ensure older adults are adequately protected and can respond effectively in times of crisis. Emergency information should be readily accessible and be provided in multiple formats and languages. In addition, effective communication systems should be in place to quickly alert older adults about emergencies.

#### **SURVEY RESULTS**

33%

of respondents rated the community as fair to excellent in establishing neighborhood watch programs. "Since COVID we really haven't focused on how to prepare for emergencies like we have in the past."



# **♣**

ADDITIONAL DOMAIN: **EMERGENCY SERVICES** 

# GOAL: Create a responsive and inclusive system that protects older adults, supports their preparedness and resilience and enhances their safety and well-being during emergencies.

#### **STRATEGIES**

- Educate and ensure older adults are aware of and included in emergency preparedness fairs, workshops, and resources, in addition to promoting emergency-related activities and programs.
  - a. Have the Youth Advisory Committee help residents sign up for SMC Alert and distribute emergency preparedness information in electronic and hard copy formats in multiple languages: smcalert.org.
  - b. Include an emergency checklist and essential emergency numbers on the newly established age-friendly resource page on the City website.
    - i. Emergency Contacts
    - ii. Prepare for the Unpredictable
    - iii. SMCalert.org
    - iv. Identify your zone so you can track evacuation zones: Know Your Zone.
    - v. Include the 24-hour non-emergency phone number of the Brisbane Police Department: 415-467-1212.
    - vi. Residents who rely on electric medical equipment should sign up for the PGE Medical Baseline Program: Medical Baseline Program.
  - c. Encourage older residents to attend the Annual Day in the Park event, where they can talk with the Police Department and North County Fire Authority and receive information on fire evacuation and wildfire preparedness. North County Fire Authority holds an annual Wildfire Preparedness event the spring.
  - d. Research the possibility of partnering with the North County Fire Authority and the Police Department to establish a centralized list of homebound older adults and residents with disabilities.

L.

# Appendix A:

# AGE-FRIENDLY PROJECTS TO CONSIDER

"Nothing is more beautiful than an old person who has seen life in all its fullness and still remains joyful and grateful."

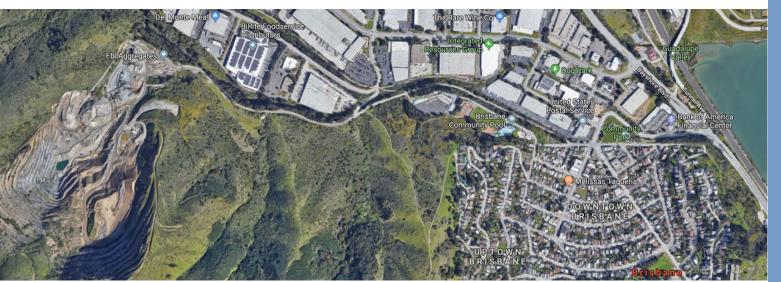
- Cory Booker

**Brisbane Age-Friendly Projects** 



Appendix B:

# **CURRENT AGE-FRIENDLY PRACTICES**



# **Age-Friendly Community Development Department**

The Community Development Department is responsible for developing and implementing community goals regarding the natural and built environment. This includes both planning and building. The Planning division is responsible for long-range and current planning issues. They provide the City Council, Planning Commission, and community with guidance and implementation of land use projects and policies, including new development or redevelopment, transportation, housing, and environmental programs to maintain and enhance the City's safety, vitality, and charm. Click here for detailed information regarding housing resources.

#### **BRISBANE HOUSING AUTHORITY PROGRAMS**

The Brisbane Housing Authority administers the Low and Moderate Income Housing Fund, which helps fund various housing programs such as the **First Time Homebuyer** loan program and grants to assist homeowners to maintain and rehabilitate their homes. The Housing Authority is not currently issuing new loans or grants. To be informed of when the Authority may begin issuing new loans and grants, residents may sign up to receive email **notifications** (select "New Affordable Housing Opportunities in Brisbane") when affordable housing opportunities become available in Brisbane. Residents may be notified about opportunities to apply for below-market-rate/affordable housing units for rent and for sale within new developments currently under construction, recently completed projects or other affordable housing units. Applications must be submitted directly to the property management company of the property when residents are interested in them, as the City does not accept such applications. The City will also pilot a grant program for low income homeowners to help with minor improvements and repairs in late 2024.

#### **BRISBANE HOUSING ELEMENT**

The Department of Housing and Community Development (HCD) certified Brisbane's 2023-2033 Housing Element on May 25, 2023. This was the second Element in San Mateo County found by HCD to comply with State law. The 2023-2031 Housing Element, a Statemandated plan for how the City of Brisbane can accommodate hundreds of new dwellings over the next eight years, establishes goals, policies, and programs to help address Brisbane's current and future housing needs across a range of income/affordability levels within the City. It is the City's blueprint for housing-related decisions and sets an action plan to meet housing goals over the coming years. More specifically, Chapter 5 of the Housing Element sets forth the City's action plan for housing, including processing the Baylands Specific Plan submitted by the Baylands developer/owner, engaging with households vulnerable to displacement to provide housing counseling and assistance, and updating the City's inclusionary housing and density bonus ordinance to ensure new housing development offers its fair share of affordable housing.



The City of Brisbane has won a 2023 Voice of The People (VOP) Award for Excellence in Housing/Planning. The VOP Awards honor local governments that best engage residents and include public opinion in community decisions. Brisbane was nominated for its online engagement and innovative use of simulation-based technology to educate and connect with residents as part of its 2023-2031 Housing Element Update. The simulations, provided by the Balancing Act from Polco, allowed residents to show what areas they valued most for Brisbane's Regional Housing Needs.

Purchasing a home is increasingly out of reach for many, while renters face inaccessible rent prices. Almost every city in the region needs more housing of all types and sizes. Creating more housing—and more diverse housing choices—means our aging population will have more options for retirement, including downsizing, providing housing for onsite health or home care, and staying in their communities.

The City has identified seven goals to guide the Housing Element policies and programs.

- 1. Affirmatively further fair housing opportunities for all persons.
- Facilitate and support housing production at all income levels, especially affordable housing.

- 3. Preserve existing affordable housing.
- 4. Protect residents from displacement.
- 5. Increase public awareness of housing programs and resources.
- 6. Conserve natural resources and reduce greenhouse gas emissions in existing and new residential developments.
- 7. Avoid unreasonable government constraints to the provision of housing.

#### AFFORDABLE HOUSING STRATEGIC PLAN (AHSP)

In 2021, aligned with the launch of the **2023-2031 Housing Element** update, the City Council authorized the preparation of an Affordable Housing Strategic Plan (AHSP) to guide the City's financial planning and priorities related to the development of new affordable housing and preservation of existing affordable housing. The draft AHSP was published in August 2023 for public review, revised in September, and finalized in October 2023. The City Council considered the revised draft AHSP on November 16, 2023, and adopted it with minor revisions.

The AHSP is a strategic planning document that provides a menu of actions for the City to consider when programming funds to support its affordable housing goals. The four sections of the AHSP are described in more detail below.

- 1. Introduction: Provides context for the AHSP and presents the guiding pillars of the AHSP to:
  - Increase production of affordable housing.
  - Preserve existing housing stock.
  - Provide access to housing for persons with special needs.
  - Leverage private and outside investment.
  - Increase implementation capacity.
- 2. Summary of Housing Needs: This section summarizes the City's affordable housing needs, consistent with the 2023-2031 Housing Element.
- 3. Analysis of Funding Alternatives: This section evaluates existing and potential revenue sources to fund the City's affordable housing production, preservation, and management goals.

- Strategies and Actions: This section is an action plan for the City's affordable housing goals. It complements and expands upon programs in the adopted 2023-2031 Housing Element.
- Appendices: The three appendices provide additional resources on potential development funding sources and an evaluation of the City's inclusionary and density bonus policies, including case studies of recent inclusionary housing projects in nearby cities.

The City has a dedicated affordable housing fund with a fund balance of approximately \$4M. The City reserves discretion to program these funds for affordable housing projects and programs. The City is further exploring options to impose fees on new commercial development to provide an ongoing revenue source to help fund affordable housing.



#### **SENIOR HOUSING**

This mixed-use development, encompassing an entire city block, is located in the heart of downtown Brisbane and serves as a city gateway. The project design acknowledges the development's role as a transition between the downtown commercial district and the adjacent residential neighborhood. Financed by the former Brisbane Redevelopment Agency, Visitacion Gardens Apartments combines a public senior center with 14 apartments for low- and moderate-income seniors. Bridge Housing manages Visitacion Garden Apartments. To get more information, visit **Bridge Housing's website**.

#### **BRISBANE RENTAL ASSISTANCE PROGRAM**

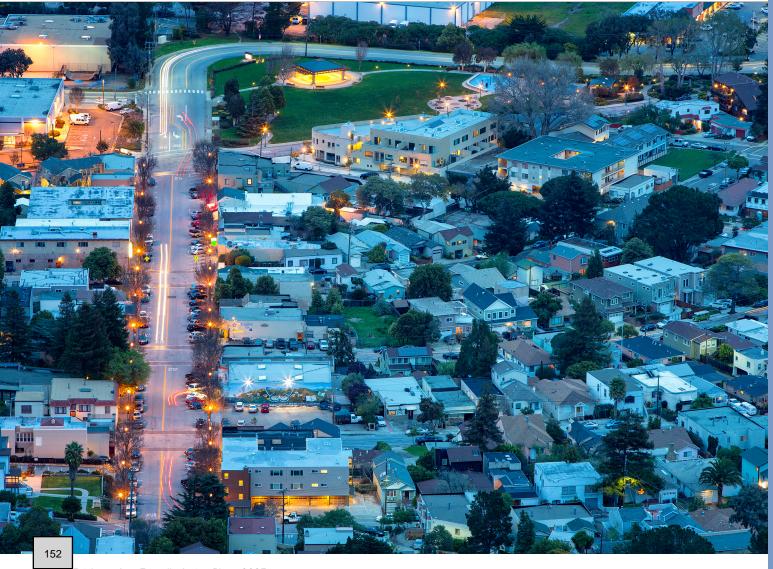
In 2020, the Brisbane City Council established a rental assistance program to support lower-income households negatively affected by COVID-19. Samaritan House administers the program, and Brisbane's Core Service Agency processes the applications. Visit the Brisbane Rental Assistance Program webpage (brisbaneca.org/community/page/brisbanes-rental-assistance-program) for eligibility criteria and program guidelines.

#### **EMERGENCY HOUSING GUIDE**

The Caring website has created an easily accessible guide that provides pragmatic solutions and empowers seniors and their families to secure emergency housing, obtain financial assistance, and explore rapid rehousing options. Please visit this link to review their resource: https://www.caring.com/resources/emergency-housing-guide/.

#### **ACCESSORY DWELLING UNITS (ADU)**

Through an ADU grant program, residents may qualify for up to \$25,000 to reimburse pre-development costs associated with the construction of an ADU. For information on eligible requirements and restrictions, please visit www.calhfa.ca.gov.





# **Age-Friendly Transportation**

The City of Brisbane first learned about *Got Wheels!* back in the spring of 2020, Program Manager Cherie Querol Moreno emailed Mayor Terry O'Connell. District 5 Supervisor David Canepa had just endorsed support for a new initiative to assist older adults. With the support of the County Board of Supervisors, the wheels of this program were set in motion, aimed at providing affordable transportation to our residents ages 70 and above.

From the very beginning, our community rallied behind *Got Wheels!* With the assistance of our Parks & Recreation department and City Manager's Office, the word spread swiftly among our seniors. Staff was pivotal in connecting eligible residents with this invaluable service and ensured every channel resonated with information about *Got Wheels!*, from our local newsletters to virtual town halls. As applications started pouring in, it became evident that the need for such a program was profound. Over the years, with the unwavering dedication of city staff and the strategic efforts of our IDEA Committee Members, *Got Wheels!* has flourished.

Today, 32 residents ages 70 and older benefit from this program, thanks to the fruitful partnership we've cultivated with Peninsula Family Service. This journey wouldn't have been possible without the incredible teamwork and the steadfast commitment of everyone involved. Peninsula Family Service CEO Heather Cleary thought her organization should have a program like *Got Wheels!*, which was strongly supported by her team, including Chief Programs Officer Charles Hansen, Chief Financial Officer Inessa, and Chief Advancement Officer Deborah. Peninsula Family Service's initiative and the City Council's support of a 1-year pilot program in Brisbane demonstrated that each contribution was instrumental in making the *Got Wheels!* pilot program, a resounding success.

# ge-Friendly Transportation (continued)

# Get Up & Go – Free Transportation for Adults 50+ Bayside of San Mateo County

This service is provided through the Peninsula Jewish Community Center (PJCC) weekdays, 9:30 AM-3:30 PM. This program is for current residents bayside (280 going east, towards the Bay) 50 or over who are unable to drive either permanently or temporarily. Membership is not necessary and there are no income or religious affiliation requirements. Call (650) 378-2750 to find out how to register for Get Up & Go. It's a simple phone interview and a signed waiver from you. Note: Requests for rides to medical appointments can be made up to 1 month in advance and the service even goes to Stanford Hospital & Clinics in Palo Alto, the VA Hospital, and Palo Alto Medical Foundation.



# Got Wheels! – Affordable Transportation Service for Adults 70 and Older

Got Wheels! members can arrange for a \$5 one-way cab ride (they've partnered with Serra Yellow Cab) on-demand 24 hours a day, 7 days a week. Each month, participants are able to take up to 6 one-way trips or 3 round trips for only \$5.00 per one-way ride. Destinations must be within the geographic area (Daly City, Colma, Brisbane, South San Francisco, San Bruno, Millbrae, Burlingame, Hillsborough, Half Moon Bay, Montara, Moss Beach, and El Granada) and San Francisco International Airport. Please call Program Manager Cherie Querol Moreno at (650) 403-4300 Ext. 4329 if you'd like to be added.



#### SamTrans Route 292 – Serving Riders 7 days/week between the Embarcadero and Hillsdale Mall

The 292 runs through San Francisco, Daly City, Brisbane, South San Francisco, San Francisco International Airport, Millbrae, Burlingame, and San Mateo with weekday and weekend service. Its stop in Brisbane is at the Park & Ride lot on Bayshore & Old County Rd. with connections along the route to BART, Muni, and AC Transit. See the full route schedule and map at **samtrans.com/routes/292**. The Senior fare is \$1.10 with cash or, \$1 with a Clipper card, with a Day Pass being \$2. A monthly Clipper card is \$27. Get Clipper on your phone, buy a card online, or in-person at a retailer. More information can be found at **clippercard.com**.



# ge-Friendly Transportation (continued)

# Redi-Wheels – A Paratransit Service Designed to Meet the Needs of the Mobility-Impaired

Redi-Wheels serves the bayside of the county, plus the towns of Woodside and Portola Valley and is for persons with disabilities who cannot independently use regular SamTrans bus service. Redi-Wheels operates seven days a week, including holidays, from 5:30am to midnight. Each one-way trip costs \$4.25 and riders may call to reserve a trip up to 7 days in advance. To apply for Redi-Wheels paratransit, please call (650) 366-4856 to request an application. The Transit Evaluator will contact you to schedule an interview.

San Mateo County Senior Mobility Guide: https://www.brisbaneca.org/media/25086





# **Age-Friendly Communication & Information**

The City's Communications Team publishes the monthly print newsletter called the STAR (brisbaneca.org/star). Each quarter, the back cover is the Community Resources Guide, which includes phone numbers for city departments and community service-related organizations. Meeting information for the City Council and its Commissions and Committees are also listed as part of that guide.

The Communications Team also updates the print flyers found outside the Library and the digital sign boards in town (two at the Community Park and one at the Ridge). At least once a month, they set up a table at the Thursday Farmers' Market in the Community Park to bring to market goers information related to City events and happenings and encourage residents to sign up for the weekly City Manager's Weekly Update, also known as The Blast (brisbaneca.org/blast). Once a month in The Blast, there will be a new Age-Friendly corner to highlight either a program, service, or community organization aimed at improving the well-being of our older adults. This information can be incorporated on the City's website, brisbaneca.org, where the Community megamenu has been updated to include a direct link to the Age-Friendly City webpage.

# **Age-Friendly Civic Participation & Employment**

Every few months in the STAR, a gentleman who's 88 years old has been contributing health-related articles for the STAR. He's also interested in starting an "Ask Amrit" offering once/month in the Sunrise Room, where he will take questions; his background is in cardiopulmonary and renal function. Amrit obtained his PhD from UCSF in 1969. The City's Communication Team first got in touch with Amrit at the start of the pandemic when he would send in weekly tallies of COVID cases in Brisbane he tracked and graphed for over two years from the County's website; he would also include relevant information and articles on keeping Brisbane's older population safe.



## **Age-Friendly Emergency Services**

The City of Brisbane is part of a Countywide program that offers emergency alerts to community members. The emergency alert system is called SMC Alert. The alert notification system is used to contact you immediately during emergencies. Starting with the August utility bill, residents and businesses will be reminded to sign up for emergency alerts from the City. A QR code will also be included. When you sign up, you have the ability to customize and set alerts to send emergency and non-emergency text and voice messages to: email accounts, cell phones, smartphones, tablets, voice messages to landline phones (home & work). SMC Alert is free and residents can sign up at https://www.smcgov.org/dem/smc-alert.

In an emergency situation, City of Brisbane authorized personnel will send an alert, and you will receive alerts based on your profile preferences, either via email, cell phone, text message, or home phone. Read these messages promptly and follow the instructions. Additional instructions may follow throughout the emergency situation so keep your phone near you. Even if the cell phones are busy, text messages should still come through to your phone.

When you do receive an alert message, please follow the instructions on that message. Please do NOT call 911 as they are already aware of the emergency and your call will tie up precious resources, further endangering the emergency situation. We will make every effort to update the website and **City-administered social media sites** in real-time with more information about the emergency. In addition, you should tune to local TV and radio.



# **Age-Friendly Police and Fire**

The Brisbane Police and Fire Departments strive to improve positive relationships with our senior community. The Police Department presents various topics of interest, such as personal safety tips, fraud awareness, and any/other issues or trends that we believe may target our senior groups. Our officers attend senior luncheons at our local senior center to build trust and partnerships with seniors. Officers respond to all medical calls to assist fire and paramedics upon arrival and as the first responders to arrive on the scene, relieving our senior residents of any fear. The Police Department provides our senior group with a monthly handout with information and data on incidents of interest within the community. Police officers attend Homeowners Association meetings to address current crime trends and engage in open dialogue with our community. The Police Department checks the welfare of our seniors when a neighbor or family member calls upon them. The Police Department provides traffic enforcement throughout the city, but most notably in the downtown area, where our senior center is located, to ensure senior safety and the enforcement of crosswalk violations. The Police Department will assist seniors with mobility issues by offering courtesy transportation to special city events, i.e., our annual flag-raising ceremony on Veterans Day.

Brisbane, Daly City, and Pacifica collaborated to form the North County Fire Authority in 2003. The Fire Department focuses on educating the community on the importance of being prepared for emergencies. The Fire Department is dedicated and committed to protecting lives and property in the city of Brisbane and delivering the highest level of customer service to its residents. Their mission is to be kind, always be prepared and care for others. In Brisbane, they strongly encourage residents to "know their zone." Refer to brisbaneca.org/knowyourzone. The North County Fire Authority has worked with the city in May and June of each year to oversee the Fuel Break Project. Vegetation management and weed abatement are closely monitored, and property owners are required to clear their dry combustible weeds early in the fire season. The Fire Department will inspect each property to ensure that they are in complete compliance and that safety is maintained.



# **Age-Friendly Library**

The Brisbane Library, part of the San Mateo County Libraries, provides a warm and welcoming space for all visitors at 163 Visitacion Avenue. Programs and services are designed to meet the needs of various age groups, including older adults. Older adults in the community often borrow fiction and nonfiction materials, stop by the library to read magazines and newspapers, or enjoy a comfortable space to relax or work. The library provides valuable services to Brisbane's senior residents, including reference services, referrals for community services, and computer help.

San Mateo County Libraries' collection includes fiction and nonfiction large print and audiobooks, which are often utilized by older patrons. E-books, with adjustable text size and optimal portability, and e-audiobooks, which can be convenient for patrons with low vision, are also available; devices that support these formats can be easier to hold, transport, and manipulate than print books.

Through the San Mateo County Libraries' website, www.smcl.org, library cardholders can get free access to many Bay Area museums and cultural institutions through a resource called *Discover & Go*. Simply browse by venue or date through the online platform and then download and print a free pass.

The library has desktop and laptop computers for public use. Dell laptops, Chromebooks and Wi-Fi hotspots are also available to check out for three weeks. Staff can assist library users with tasks such as finding and troubleshooting online forms, free printing, copying, and scanning, and utilizing library resources such as e-books and online databases, on an e-meeded basis.

# ge-Friendly Library (continued)

The Brisbane Library offers regular Senior Surf computer instruction classes, with topics ranging from computer security to Zoom for meetings to social media basics. One-on-one tech sessions are also available weekly by appointment. These are dedicated 45-minute one-on-one sessions shaped around the topic or problem shared by the learner. This could be anything from getting used to a new phone to formatting an Excel spreadsheet or accessing the library's online resources.

The library offers regular mindfulness and wellness activities, such as yoga and tai chi, and occasional educational presentations and workshops on meditation, gardening, and cultural celebrations. The library also hosts music performances for all ages. The library provides volunteer opportunities, as well, to work one-on-one with adults learning English or improving their literacy skills, to support programs, and to help community members complete maker activities and overcome technology challenges.

The library has recently launched a gem painting program, with regular drop-in sessions. We have found this program popular with older adults, giving them an opportunity to connect with each other while making progress on their creations. Our programs for children and families also often have a multigenerational component, with grandparents bringing or accompanying their grandchildren to events, including weekly storytime programs, participating in the activity, and connecting with other caregivers and families.

Library staff routinely get out of the branch to connect with community members at City events, like summer's Concerts in the Park and winter's Festival of Lights, to share updates about services and programs. Library staff also work with Brisbane's Parks and Recreation Department to host the Brisbane Garden Show and Senior Art Exhibit.

The library periodically partners with other organizations to provide workshops and information sessions. The Health Insurance Counseling and Advocacy Program presents on topics related to Medicare during the open enrollment period and San Mateo County Behavioral Health and Recovery Services provides programs on mental health topics. The YMCA Community Resource Center, Brisbane's Core Service Agency, holds office hours in the Brisbane Library Community Room every Monday from 1 pm to 4 pm to assist residents in accessing safety net services, such as food, transportation, or rental assistance.



## **Age-Friendly Public Works**

The Department of Public Works (DPW) is responsible for the engineering and maintenance of the city's infrastructure, and all new capital projects. DPW is organized into two divisions; Engineering and Operations & Maintenance. DPW provides the engineering and maintenance for twenty-five (25) miles of water main, four water reservoirs, four water pump stations, nineteen (19) miles of sewer main, four sewer lift stations, twenty-three (23) miles of roads, nineteen (19) public facilities, forty-four (44) landscaped areas, and over 350 trees.

#### **SEWER SERVICES**

The City of Brisbane and the Guadalupe Valley Municipal Improvement District (GVMID) provide sanitary sewer services to the residents and businesses within the city's limits. In July 2003, the city completed a Sanitary Sewer Master Plan that includes a condition assessment, flow projections, capacity evaluation, and a recommended capital improvement program. The projects within the capital improvement program are assigned four priority levels based on degree of hydraulic and/or structural deficiencies.

#### **WATER SERVICES**

The City of Brisbane and GVMID fully comply with all State Water Resources Control Board drinking water quality standards. The City of Brisbane receives 100% water from San Francisco Public Utilities Commission (SFPUC) through five turnouts along the Crystal Springs pipeline. Under normal conditions, our water comes directly from the Hetch Hetchy Reservoir in Yosemite National Park. Occasionally, the water may be supplemented or come directly from the East Bay or Peninsula reservoirs.

The City of Brisbane operates two separate water districts that provide water to the local residents and businesses. The Brisbane Water District serves Central Brisbane, Sierra Point, and the Baylands. The Guadalupe Valley Municipal Improvement District (GVMID) serves Crocker Park and the Northeast Ridge residential development. The water districts are interconnected and are operated together to maximize circulation and flow within the system. The interconnection allows the City to move water freely across the districts to supplement higher-than-normal demands.



The City of Brisbane conducts a comprehensive water quality assurance program. Presently, over ten samples a month are collected throughout the two districts and monitored for Free and Total Chlorine and free Ammonia and Total Coliform bacteria. All the current water monitoring data is available in the Annual Water Quality Report distributed to the residents and businesses in Brisbane in July.

#### LOW INCOME RATE ASSISTANCE (LIRA) FOR UTILITY BILLS

The Low Income Rate Assistance (LIRA) Program is offered to current City of Brisbane Water & Sewer customers enrolled in PG&E's Care Discount Program. Once a customer is enrolled in the LIRA program, discounts will go into effect starting the next billing period.

To enroll in LIRA, a customer must provide the City of Brisbane with a current copy of a qualifying PG&E bill that:

- Has a Name and Service Address that Matches the Name and Service Address on the Brisbane Utility Account
- 2. Indicates Customer is Currently receiving PG&E's CARE Discount

Customers can apply for PG&E's CARE discount program and/or find out if they are eligible at **pge.com/CARE** or by calling **1-866-743-2273**. If you have questions about the City of Brisbane LIRA Discount Program, please contact the City of Brisbane Utility Billing Department at **(415) 508-2154**.

#### SERVICE REQUESTS VIA "MY BRISBANE"

The City of Brisbane utilizes the "GoRequest" platform allowing residents to report and track issues within the City. Residents can access this feature through the GoRequest App on their phone or via an internet browser at <a href="https://www.brisbaneca.org/contact">https://www.brisbaneca.org/contact</a>. Issue

gories include Building and Parks Maintenance, Parking, Graffiti,

Marina, Potholes, Sidewalks, Storm Drains, Trees, Streets, Water/Sewer, and Trash/Debris. When reporting an issue, residents will be asked the nature of the problem, the location, and can even upload an image to provide additional details. The City's Public Works team receives the information and prioritizes the service requests based on urgency. The City appreciates the public assistance to keep Brisbane clean, safe, and beautiful.

# TRASH STREET ST

#### **SUSTAINABILITY**

The Public Works Department Sustainability team supports the Open Space and Ecology Committee, and plans and implements the Climate Action Plan as well as other environmental programs. One of the City's core values is ecological sustainability which underscores residents' deep desire to act as stewards of the natural environment. Brisbane's City Council approved the **Open Space Plan** on August 27, 2001. This document addresses land acquisition or preservation based on identifying natural resources and amenities. The Open Space and Ecology Committee was formed the same year as a permanent advisory body to the City Council on open space acquisition and environmental matters.

On September 17, 2015, Brisbane adopted its first Climate Action Plan, which established a greenhouse gas emission reduction goal of 15% below 2005 levels by 2020. This plan is a comprehensive and strategic approach to sustainability, recommending actions that will engage all members of Brisbane's community in this journey to protect our environment. A Sustainability Framework was also developed to identify key sustainability principles to be addressed in future Baylands development.

On January 18, 2024, the Brisbane City Council adopted an ordinance adding Chapter 15.88 Outdoor Lighting Standards to the Brisbane Municipal Code to protect and enhance the local environment and public health by reducing light pollution at night through reasonable restrictions on outdoor lighting. For more information, please visit <a href="https://www.brisbaneca.org/cd/page/dark-sky-ordinance">https://www.brisbaneca.org/cd/page/dark-sky-ordinance</a>.

Additional related programs for residents include the following:

 Backyard composting is promoted by offering the County's compost and worm bins to residents at a reduced cost. The rebate application can be found here.

- Every Spring, the City hosts a free compost giveaway.
- South San Francisco Scavenger offers a mattress recycling program where there is no charge for disposal of up to 4 mattresses / box springs. Must be brought in alone to Blue Line Transfer Station, or click here for information on scheduling a pick up.
- Recycle your electronics at Green Citizen or Blue Line Transfer;
   Green Citizen also takes Number 6 Styrofoam.
- The City of Brisbane continues participating in the High-Efficiency
  Washing Machine Rebate Program. Residents of the City of
  Brisbane are eligible for a \$75 rebate for purchasing and installing
  a High-Efficiency Washing Machine in their home. The number of
  rebates is limited. A copy of the application and official rules are
  available at City Hall or at your local retailers that stock energy
  efficient washers.
- Recycle household batteries and cell phones properly to protect
  the community and the environment from fire hazards and toxic
  pollution. Residents with communal trash enclosure bins may
  recycle their batteries at City Hall by dropping them in the bin
  behind the front lobby counter (a maximum of 10 batteries per ziptop bag).
- San Mateo County's Household Hazardous Waste Program offers free hazardous waste recycling and disposal services for San Mateo County residents.
- San Mateo County's Office of Sustainability hosts free e-waste collection events annually.
- Battery collection at City Hall: you can recycle your batteries following these instructions from SSF Scavenger. Residents can recycle CFLs through San Mateo County's HHW Program. They can also be recycled for a fee at Blue Line Transfer.
- Film plastic and plastic bags cannot be recycled through SSF Scavenger. Some grocery stores and other retailers have drop-off locations. You can find more information about bag recycling here.
- Rain Barrel Rebate Program: Apply for the rebate to save up to \$200 per qualifying rain barrel or cistern.
- Landscape Classes: Attend free landscape education classes on water-efficient and sustainable landscaping.



- Water Wise Gardening: Find information on saving water while gardening beautifully. More information can be found on bayareagardening.org.
- Lawn Be Gone!: Replace your lawn with drought-tolerant landscape.
- Water Calculator: the Water Calculator is intended to give you crucial advice on how to set your controller correctly and how to manage it thereafter.

#### **ELECTRIC VEHICLES**

Brisbane has installed several electric vehicle (EV) charging stations throughout the city:

- City Hall: 50 Park Place
  - 7 managed Level 2 charging stations (\$0.30/kWh)
  - 1 fast (Level 3 or DCFC) charging station (\$0.50/kWh + \$5/hour after 2 hours to encourage turnover)
- Mission Blue Center: 475 Mission Blue Drive 10 managed Level 2 charging stations (\$0.30/kWh)
- Park n' Ride: 3501 Bayshore Boulevard 7 charging stations
- 400 Sierra Point Parkway: Installed by a private citizen, but available for public use (\$0.51/kWh)

**PlugShare.com** is an excellent resource for locating electric vehicle charging stations, including their current availability, pricing, nearby amenities, and user comments.

#### **BIKE-PEDESTRIAN MASTER PLAN**

In 2017, the City of Brisbane adopted the Bicycle and Pedestrian Master Plan. The Plan provides a strategy for developing a comprehensive bicycle and pedestrian transportation network, support facilities, and support education, encouragement, enforcement, and evaluation programs. The Plan documents what bicycling and walking are like now in Brisbane, reasons for improvements, and a strategy to make the City safer and more comfortable to bicycle and walk for transportation and recreation for all ages and abilities.

The goals for the Plan included the following:

- Connect Brisbane's bikeway and pedestrian system to the County and regional networks.
- Integrate Complete Streets into the transportation network to provide a balanced, connected, safe and convenient multi-modal network.



- 3. Increase walking and bicycling for transportation and recreation.
- 4. Improve safety for pedestrians and bicyclists.

Click here to learn more and to review the plan in its entirety.

#### **MARINA**

The Brisbane Marina was completed in 1983 with a 270' guest dock and can house 580 boats ranging in size from 10 ft. to 120 ft. The Brisbane Marina is the closest to San Francisco and is only 7 nautical miles away from the Bay Bridge and other fantastic Bay Area boating. The Marina is home to the Sierra Point Yacht Club, a portion of the San Francisco Bay Trail, a public 300 ft. fishing pier, and great views of San Bruno Mountain and the East Bay. The Marina is also a place to host events of all kinds.

#### **COMPLETE STREETS SAFETY COMMITTEE**

The Complete Streets Safety Committee considers issues referred to them by the City Council, the City Manager, the Director of Public Works or the Chief of Police, and issues affecting pedestrians (including the different needs of children, seniors, youth, and families), bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, and so forth. Recommendations of the Complete Streets Safety Committee will be brought forward to the City Council for their consideration. The authority for the work of the Committee is established in its Bylaws, or Resolution No. 2013-05.

#### **CAPITAL IMPROVEMENT PROJECTS**

The Public Works Department has completed many capital improvement projects that benefit older adults and improve their quality of life. Some of these projects are mentioned below:

- Construction of the new Brisbane Library
- Crocker Trail resurfacing project
- ADA improvements citywide
- Walkway safety improvements
- Sidewalk extensions
- Storm drain maintenance
- Retaining walls

#### Additional future projects include:

- Construction of a stairway from San Benito to Alvarado
- Design of a stairway from Tulare to Santa Clara
- Design of a stairway from Santa Clara to Alvarado
- Design of improvements to the existing dirt walkway from San Francisco Avenue to Old County Road





# **Age-Friendly Parks & Recreation**

"The mission of Parks & Recreation services in Brisbane is to engage and inspire a healthier community by providing fun, inclusive, innovative and safe parks, facilities and programs."

Click here for detailed information regarding parks and recreation resources.

#### AGE-FRIENDLY PROGRAMS AND SERVICES

The City of Brisbane's Senior Center, the Sunrise Room, is part of the Visitacion Gardens development at the corner of Visitacion and San Francisco Streets. The Sunrise Room and additional programs provide a safe, welcoming, and energizing environment where our community's adults 55 and over can enhance their quality of life by engaging in a healthy and social lifestyle. The Sunrise Room is open for free drop-in M/T/Th/F from Noon-5pm, and Thursdays from 1:30-5pm. Occasionally, free food donations are available for seniors at the Sunrise Room. Seniors are encouraged to check in with Sunrise staff for more information.

A variety of classes and programs are held at the Sunrise Room. Classes include:

- Agile Aging how to prevent falls and enliven daily life activities through a movement-based approach to wellness.
- Watercolor/Art
- Teen Technology Support
- Monthly game days

Crochet

- Design & Build Workshops
- Movie Screenings
- E-Fitness Exercise Classes
- Guided Conversations
- Blood Pressure Checks
- Bingo
- and more!

There are also year-round opportunities for seniors to participate in local (guided) walking groups.

The Senior Club is available for adults 55+. Membership is monthly, currently \$10 a month for residents and \$12 a month for non-residents. Brisbane's Senior Club hosts a weekly lunch and Bingo on Wednesdays. Contact Teresa Madrigal for more information at **415-508-0230**. To attend outings or trips funded by the Brisbane Senior Club, each member must follow and have completed the following 3 regulations: be safe, be respectful, and have paid the monthly fee at least 5 working days before the 1st of each month. New members must have paid their monthly fees for at least 3 months to be eligible to attend any outings or trips funded by the Senior Club.



The City of Brisbane partners with Samaritan House to offer lunches to Seniors on Mondays. Reservations must be made by Friday for the following week. Drive-by or pick-ups are available between 12-12:45pm at the Sunrise Room (2 Visitation Ave). Parks & Recreation department staff can provide home deliveries as needed with advance notice. Please call 415-508-2140 for more information.

#### **SENIOR TRIPS**

The Parks & Recreation department offers monthly day trips for seniors. Past destinations included: Disney Museum, San Mateo County Fair, Filoli, Pier 39, local theater performances, Roaring Camp, etc. Registration fees include transportation costs, admission fees, and occasionally lunch. Transportation will be arranged depending on the type of trip but may include limited transportation via the City's P&R van, transportation by the Brisbane School District bus, or professional charter buses in collaboration with neighboring cities to allow for more socialization opportunities. All trips depart from the Sunrise Room. Early registration is encouraged as space may be limited by

sportation. Please call 415-508-2140 for more information.





# PARKS, TRAILS, AND OUTDOOR RECREATIONAL FACILITIES

The City of Brisbane has an extensive system of parks, trails and recreational facilities. They range from well-manicured parks with play structures, to quiet trails. The Parks and Recreation Department manages these facilities, and with help from the Public Works Department to keep the parks nicely mowed and free of debris, and safe for public enjoyment. Below is a list of a few facilities that invite public use for residents of all ages:

#### Community Park - 5 Old County Road

At the center of town is the Community Park, which houses the city's main playground, as well as a beautiful gazebo and picnic tables. It is also the location of the weekly Thursday Farmers' Market.

#### Crocker Park Trail - 185 Park Lane

Looping around many of the Crocker Park Businesses, the 2.5 mile newly resurfaced trail provides a level and scenic route that makes the personal trail experience all the more enjoyable. You are welcome to begin your Crocker Park Recreational Trail journey at the trailhead across from the Dog Park or at any of the five street intersections.

#### Quarry Trail and Park - 399 San Francisco Avenue

Quarry Park is a passive park located at the entrance to Quarry Trail. Picnic tables and benches invite passersby to a peaceful respite. The trail itself has a slight incline uphill towards Lipman Middle School, where it tapers off downhill and converges with Crocker Park Trail.

#### Firth Park / Canyon – 201 Glen Park Way

Firth Park/Canyon is a small park on Glen Park Way with picnic tables and a large grassy area. Many residents lovingly refer to this park as "turtle park".

# San Bruno Mountain State and County Park – 555 Guadalupe Canyon Parkway

Though not administered by the City of Brisbane, the San Bruno Mountain State and County Park borders and almost completely envelops the city. It's possible to access the park through Quarry Road Trail as well as the State & County park entrance on Guadalupe Canyon Parkway. More information can be found here.

#### Mission Blue Sports Complex – 475 Mission Blue Drive

The Mission Blue Sports Complex includes a picturesque baseball/softball field, sand volleyball courts, and a multi-use tennis and pickleball court. There is a pickleball social club on Tuesday evenings and drop-in pickleball on Wednesday evenings.



#### Lipman Tennis Courts - 1 Solano Street

Two full-sized tennis courts are available for public use during nonschool hours.

#### Dog Park - 173 Park Lane

The City's Dog Park is located next to City Hall and can be accessed through the City Hall parking lot or on the northern side via Park Lane. Dogs can enjoy a large grassy area, smaller decomposed granite parcels, and other amenities. Seating is available for humans.

#### **INDOOR FACILITIES**

The City's primary recreational indoor facilities include the Mission Blue Center located at 475 Mission Blue Drive and the Community Center located at 250 Visitacion. These facilities offer residents a place to host private and family gatherings and a community space for classes. Classes offered in these facilities include Oil painting, Tahitian Dance, Yoga, Pilates, Rumba, Bingo, dance, and more. Local Non-Profit groups also use these facilities for community meetings and special events.

#### **COMMUNITY POOL**

The Brisbane Community Pool, located at 2 Solano Street, was built in 2000 and is a 25 yd/75 ft outdoor pool with a zero-depth entry pool for disability access, heated to 79-81 degrees using solar and conventional heating. The pool employs professionally trained aquatic staff certified lifeguards with the American Red Cross. The Brisbane Community Pool is a great place to connect with residents and members of surrounding communities, accomplish fitness goals, or start a new family tradition by attending one of our many programs.

Water Aerobics has been one of the most popular classes in Brisbane for many years. The natural buoyancy of the water helps avoid injury and exercising in water offers 12-14 times the resistance of regular exercise. This low-impact fitness class is offered year-round and several days/week. Adult lap swim hours are also available daily. For more information and seasonal schedules, please call **415-657-4321**.

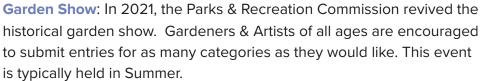
#### **COMMUNITY GARDEN**

Brisbane's Community Garden is located along San Francisco Ave, just past Inyo Street. The Brisbane Community Garden is a non-profit group of gardeners engaged growing plants for their private use. The gardeners are assigned a specific plot and agree to maintain the plot and surrounding grounds in a condition acceptable to the

City of Brisbane (the landowner and sponsor). As a sponsor, the City of Brisbane provides all water, storage for tools, bark chips for walking paths, and regular trash collection and green waste recycling of plant materials that are not readily composted (tree limbs, large stalks, and invasive plants).

#### **COMMUNITY EVENTS**

Artists' Evening of Sharing: Each year, the City of Brisbane invites local artists to share their work with the Brisbane public at the Artists' Evening of Sharing. At this annual event, Brisbane artists will present music, theater, dance, images of visual artwork, photography, and film. This showcases Brisbane's diverse artists and provides an opportunity for our community to follow the rich diversity and depth of talent in our town. It encourages an exchange of ideas about art and fosters new relationships and creative collaborations.



Day in the Park and Derby: Day in the Park and the Derby take place the first Saturday in October each year. Festivities commence with the Derby car races starting at 8am on San Francisco Street. Immediately following is the Day in the Park, which goes on until 3pm. The park is filled with community groups, art vendors, informational tables, good music, yummy food, and plenty of fun for people of all ages.

Festival of Lights: The Festival of Lights is a celebration focusing on the holidays as a season of giving and appreciation for our community. The event begins with caroling from the top of Visitacion to the Community Park. A brief program is provided at the Community Park followed by Santa's arrival on the firetruck, tree lighting, and our traditional cookies and cocoa.



Volunteer of the Year: Each year, the City recognizes a Brisbane resident as its "Volunteer of the Year". After carefully reviewing nominations and letters of recommendation from residents, an ad hoc subcommittee composed of City Council members and Parks & Recreation Commissioners selects a recipient. The Volunteer of the Year award is bestowed upon a dedicated community member who has demonstrated ongoing commitment to the City of Brisbane. They act with the purpose of community and give selflessly to others. These recipients are known throughout the community for their contributions in many areas and are devoted to personally improving the quality of life for Brisbane residents. They are always there with a helping hand, a bright smile, and a great attitude.



#### **PARKS & RECREATION COMMISSION**

The Parks and Recreation Commission is responsible for parks and recreation policies & programs within Brisbane. Five to seven members are appointed by the City Council for terms of four years each. Their general duties and responsibilities include the following:

- Act in an advisory capacity to the City Council in policy matters on the acquisition and development of parks and the formulation of a recreation program to meet the needs of the citizens.
- Periodically review and make recommendations on the parks and recreation element of the City's General Plan.
- Actively promote parks and recreation activities within the City.

#### **CROCKER TRAIL MASTER PLAN**

In April 2020, the City began working with RRM Design Group for the master planning of Crocker Trail. The purpose of the Master Plan is to bring to life the wants and needs of the community of Brisbane. Through implementing accessibility, safety and connectivity, ecological responsibility and education, recreational opportunity and the chance to support local artists, the Crocker Park Trail aims to improve the quality of life for all its visitors. The Plan also highlights opportunities desired by the community and stakeholders to improve connectivity and safety, preserve local sensitive environments, promote recreation on the trail, embrace public art and interpretive education, and plan for the trail's legacy. Read the final Crocker Park Recreational Trail Master Plan here.

#### PUBLIC ART COMMITTEE AND MASTER PLAN

The Brisbane Public Art Advisory Committee is the City Committee responsible for ensuring all public art projects in the City of Brisbane meet the program criteria and guidelines for the selection of an artist or artist team, artwork, and artwork location established in the Public Arts Implementation Guidelines. The Public Art Advisory Committee meets on an as-needed basis to review and make recommendations regarding public art projects commissioned by a private person or entity. Additionally, the Public Art Advisory Committee meets to review the balance of funds in the Public Art Fund to determine if they should propose any projects to be initiated and commissioned by the City.



As outlined in the City's Art in Public Places Ordinance, public art can energize our public spaces, arouse our thinking, and transform the places where we live, work, and play into more welcoming and beautiful environments that invite interaction. By its presence alone, public art can heighten our awareness, question our assumptions, transform a landscape, or express community values, and for these reasons, it can have the power, over time, to transform a city's image. Public art helps define a community's identity and reveal its unique character. The master plan will provide long-term direction to the Public Art Advisory Committee and the City Council on the planning and processes necessary to further develop, administer and maintain a dynamic public art program in the City of Brisbane. Future opportunities for art are anticipated in areas such as the Crocker Trail, Sierra Point, and the Baylands.





# **Additional Age-Friendly Resources**

#### **ECONOMIC DEVELOPMENT**

The City of Brisbane works with businesses and residents to ensure economic vitality and diversity. Brisbane's small size and autonomy, within the large economy of the Bay Area, make it a unique and valuable location for many businesses. Brisbane also has a very active **Chamber of Commerce**, which hosts evening networking events, as well as the City's State of the City Address and Candidate's Night.

Within Brisbane, there are three main areas where businesses are located: Crocker Industrial Park, Sierra Point, and commercial-zoned areas (Brisbane Village, Visitacion Ave., Industrial Way and Bayshore Boulevard). According to Larry Purcell, Former Vice President of The Purcell Murray Company, "Crocker Park is the finest industrial park in the Northern Peninsula, bar none."

#### **BRISBANE VILLAGE HELPING HANDS**

Brisbane Village Helping Hands is a local non-profit organization whose mission is to help residents "age in place" and stay connected to their community. The Village provides a way for older residents who want to remain in their homes to request help and for community volunteers to lend a hand. In other words, it's really about neighbors helping neighbors. Membership dues are \$20 annually to help cover operating costs, including liability insurance. This fee may be waived in cases of hardship. Find out more at brisbanevillage.org/faq.

#### **FARMERS' MARKET**

In April 2012, West Coast Farmers Market Association (WCFMA) launched Brisbane's first-ever farmers' market. Other farmers' market associations had inquired about the possibility of bringing a market wwn, but WCFMA was the first to take a chance on our small city.



# dditional Age-Friendly Resources (continued)

Today, it's still going strong, with the vendors who come to Brisbane falling in love with the small-town atmosphere and warm and friendly Brisbane shoppers! Brisbane's Farmers' Market is year-round on Thursday afternoons and hosts more than 10 vendors each week. The Market's regular hours are 3-7 PM. *Please note:* The hours of the Market adjust to 2-6 PM in the Fall/Winter, following Daylight Saving Time.

Please note: Parking on San Francisco Avenue is limited to LOADING ONLY one hour before the market starts and an hour after it ends on Thursdays to allow the farmers to unload/load their produce as efficiently as possible. There are also two Limited Mobility Parking spots available on San Francisco Ave.



#### **IDEA COMMITTEE**

On September 23, 2021, the City of Brisbane City Council approved the creation of a new City Committee - the Inclusion, Diversity, Equity, and Accountability (IDEA) Committee. IDEA Committee members would define what Diversity and Inclusion means for the City. Members would also be ambassadors for the City to various aspects of the community, and the Committee would provide insight and feedback to the City Council on issues related to diversity and inclusion.

At their May 18, 2022 meeting, the IDEA Committee worked through defining what Inclusion, Diversity, Equity, and Accountability meant to them. Here is what they came up with:

**Inclusion:** An active state of being valued, respected, and supported that focuses on the needs of every individual and ensures the right conditions are in place for each person to achieve their full potential, while harming none.

**Diversity:** A broad array of differences in identity, perspective, skill, and style.

**Equity:** Practices and policies that are just, transparent, and consistent which identify and eliminate barriers that prevent the full participation of all groups.

**Accountability:** Defining metrics, taking measurements, and reporting that progress regularly as it relates to Inclusion, Diversity, and Equity.

Do you agree with the above definitions the IDEA Committee came up with? Disagree? They'd love to hear your feedback!

# dditional Age-Friendly Resources (continued)

For Diversity, the Committee plans to use a longer definition for internal purposes, as a way to ensure they're not overlooking any of the following areas:

The City defines diversity as the variety of human differences and similarities among people, such as: age, belief system, class/caste, culture, disability, education, ethnicity, gender, gender identity, generation, geography, job role and function, language, marital status, mental health, nationality, native or Indigenous origins, parental status, personality type, race, religion, sexual orientation, thinking style, work experience, and work style. (Adopted from the Global Diversity Equity Inclusion Benchmark model)

# BRISBANE LIONS CLUB – MEDICAL EQUIPMENT CONTAINER

Brisbane's Lions Club was formed in 1947 and celebrated its 70th year as a club a few years ago. The Lions clubs are places where individuals join together to give their valuable time and effort to improving their communities and the world. The Brisbane Lions Club maintains a medical equipment container of inventory that can be provided to residents at no cost on an as-needed basis. The Club also provides free eye exams and glasses through their Eyesight Conservation program for anyone who cannot afford them that lives or works in town. The Club can be reached at 415-723-0847.

#### SAN BRUNO MOUNTAIN WATCH

San Bruno Mountain Watch's mission is to preserve and expand the native ecosystems of San Bruno Mountain in perpetuity through programs in education, stewardship, citizen advocacy, and land conservation. The organization leads hikes, gives presentations and conducts habitat restoration outings on San Bruno Mountain. They also operate the Mission Blue Nursery. They have plenty of opportunities to volunteer and get involved. Hikes are on the first and third Saturdays of each month at 10am. Stewardship work takes place three times each week. A calendar of activities is a on the SBMW website, www.mountainwatch.org. For more information, please call (415) 467-6631, or email sanbruno@mountainwatch.org.



# dditional Age-Friendly Resources (continued)

#### SIERRA POINT YACHT CLUB

Founded in 1984, the Sierra Point Yacht Club is an organization dedicated to the pleasure of sailing and powerboating. Club members are a community of boat owners, their families, crewmembers and friends who seek to increase their enjoyment of the sport. The club is open to all boating enthusiasts, whether or not they own a boat. For more information, visit the website for the Sierra Point Yacht Club.

#### **HISTORY COMMITTEE**

The Brisbane History Committee is a citizens group that formed in 2017. It is comprised of Brisbane residents dedicated to sharing Brisbane's history and stories. Meetings are held as-needed at City Hall or at the Brisbane Library. They are working on an **Oral History Project** with local filmmaker Keith Moreau. Do you have stories of living in Brisbane? Stories can cover any topic from growing up in Brisbane, your time at Brisbane Elementary or Lipman, or any notable events related to Brisbane. We'd love to hear from you! Please call **(415)** 347-2038 or send an email to history@brisbaneca.org.



#### **EBOOK STOP**

In collaboration with the Parks and Recreation and Library there are two eBook stops in Brisbane, one by the bus stop in front of the post office (on the corner of Old County & San Francisco Ave) and the other in front of the Community Pool. Information is listed in English and Spanish. eBook Stops allows community members and visitors to download eBooks and eAudiobooks without a library card. Reading is now as easy as visiting a location and scanning a QR code. Additionally, the collection of books, which is exclusive to the service, now includes eAudiobooks as well! You'll find books in both English and Spanish, all completely free and the collection is being constantly updated.

# Appendix C:

# THE CITY OF BRISBANE



Brisbane is a small city in the County of San Mateo located on the lower slopes of the San Bruno Mountain. It is called "The City of Stars" because of a holiday tradition that began in 1939. Many residents and business owners in the City display large, illuminated stars from the downhill sides of their homes and offices, transforming the eastern slopes of the San Bruno Mountains. Some of the stars are kept up all year.

Originally a part of Rancho Cañada de Guadalupe la Visitación y Rodeo Viejo, Brisbane was first called Visitacion City in 1908, the City's subdivision map was recorded, and it is the City's current downtown. In the late 1920s, realtor Arthur Annis proposed changing the name from Visitacion City to Brisbane. He believed the name Visitacion City would cause confusion with Visitacion Valley, a San Francisco city district to the North, and this would prevent "Brisbane" from establishing its own unique identity. There are various accounts of how the city acquired its name.

During the 1920s and 1930s, despite hard times during the Great Depression, the small city began to grow and flourish due to its community of residents and volunteer and civic organizations. It was "built by people who know how hard you have to work to get something in life, and how hard you have to work to keep it." Early settlers built modest homes, markets, hotels, and dairy ranches. They dug trenches for water and constructed roads, and eventually, there was also a post office, library, public school, volunteer fire department, and weekly newspaper. Some would say that the unique Brisbane spirit of independence originated during this time.

Brisbane was developing as a modern town by the 1950s, and some citizens were considering incorporation. When the County of San Mateo began discussing bulldozing Brisbane under Urban Renewal, this convinced most people that the City should do so.

# ne City of Brisbane (continued)

Brisbane filed its incorporation paperwork and the County Board of Supervisors approved boundary lines for the proposed city. They also scheduled September 12, 1961 as a special election date when the town voters would answer the question "Shall the proposed City of Brisbane become incorporated as a general law city?" Five city officials would be elected that day if the incorporation passed. On November 27, 1961, Brisbane became the 17th city in San Mateo County.

The city encompassed 2.58 square miles, and additional land would be required to increase the city's tax base and protect Brisbane from damaging environmental development. In 1962, both adjacent Southern Pacific and PG&E requested Brisbane annex their properties, adding 700 acres of land to the north and east. Crocker Land Company still owned San Bruno Mountain and Crocker Industrial Park. Over the next 30 years, the small city led the fight to preserve San Bruno Mountain and maintain it as a State and County Park. In 1983, the Northeast Ridge of San Bruno Mountain and Crocker Industrial Park were annexed to Brisbane as a package and in 1989, the City approved a development plan for the Northeast Ridge that was respectful of its place on the Mountain.

In November 2018, Brisbane voters approved Measure JJ amending the City's General Plan regarding the Baylands. The Measure provides an opportunity for new sustainable development. This includes housing in the northwest quadrant of the site, commercial development, and enhanced open spaces, parks, and trails. Brisbane has a predominance of office parks at Sierra Park and an industrial park on the Valley Drive corridor. There are commercial areas at Brisbane Village, Bayshore Village, and Visitacion Avenue.

It is said that the constellations of Brisbane people are the real luminaries that shine in "the City of Stars."

A detailed history is available on the City's website, **brisbaneca.org/ history**:

"A Spirit of Independence, A History of Brisbane Before Incorporation"

"Brisbane City of Stars: The First Twenty-Five Years: 1961-1986"

"Brisbane City of Stars: 50th Anniversary, The Second Twenty-Five Years: 1986-2011"



#### References:

Video: The History of Brisbane, CA

https://www.brisbaneca.org/ history/page/video-historybrisbane-ca

# Brisbane – A Cartographic Journey

https://storymaps.arcgis. com/73a1163cc6db4856829 9468bd9024fa0

A Spirit of Independence https://www.brisbaneca. org/history/page/spiritindependence

## he City of Brisbane Historical Population

YEAR	POPULATION	GROWTH	GROWTH RATE
2024*	4,489	-88	-1.92%
2023*	4,577	-20	-0.44%
2022	4,597	-78	-1.67%
2021	4,675	-165	-3.41%
2020	4,840	212	4.58%
2019	4,628	-39	-0.84%
2018	4,667	-8	-0.17%
2017	4,675	4	0.09%
2016	4,671	40	0.86%
2015	4,631	103	2.27%
2014	4,528	82	1.84%
2013	4,446	51	1.16%
2012	4,395	59	1.36%
2011	4,336	54	1.26%
2010	4,282	0	0%
2000	3,597	645	21.85%
1990	2,952	-17	-0.57%
1980	2,969	-34	-1.13%
1970	3,003	-1,047	-25.85%



# Appendix D: CITY GOVERNMENT

The City of Brisbane is governed by a five-member city council elected to staggered terms of four years each. The general duties and responsibilities of the City Council are:

- 1. As the legislative branch of the government, it makes final decisions on all major City matters.
- 2. The Council adopts ordinances and resolutions necessary for efficient governmental operations, approves the budget, and acts as a board of appeals.
- 3. It appoints the City Manager, City Attorney, and members of the City's Planning Commission, Parks and Recreation Commission, Complete Streets Safety Committee, Inclusion, Diversity, Equity, and Accountability (IDEA) Committee, Open Space and Ecology Committee, and Public Art Advisory Committee.

Brisbane City Council works with the community to guide the city's future growth and development.

## ty Government (continued)

#### **Mission Statement**

(Adopted by the Brisbane City Council on March 8th, 1999)

We, the employees of Brisbane, are committed to providing quality public services, facilities and programs. We accomplish this by respecting community values and applying the necessary resources and commitment to meet prospective challenges and the expectations of the citizens and the business community of Brisbane.

### City of Brisbane's Values and Guiding Principles

In 2016, the City Council started using a Priority-Based Budgeting method, which aims to match City resources to community goals and interests. The five values and principles below help to guide the City's decision-making.

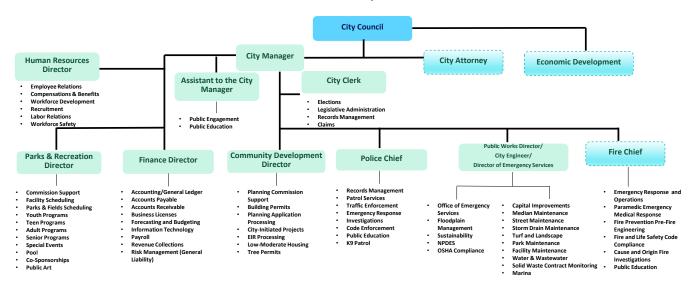
- 1. Fiscally Prudent: Brisbane's fiscal vitality will reflect sound financial decisions, which also speak to the values of the community
- 2. Safe Community: Residents and visitors will experience a sense of safety
- 3. Community Building: Brisbane will honor the rich diversity of our city (residents, organizations, Businesses) through community engagement and participation
- 4. Ecological Sustainability: Brisbane will honor the rich diversity of our city (residents, organizations, Businesses) through community engagement and participation
- 5. Economic Development: Brisbane will work with The Businesses and Residents to provide for economic vitality/diversity



## ty Government (continued)

### **City of Brisbane Organizational Chart**

#### FY2024/2025



## Appendix E:

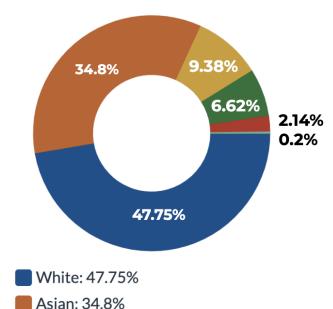
### **DEMOGRAPHIC PROFILE**

The City of Brisbane is located in San Mateo County, California, and has a population of 4,489 (2024). The median age is 42.9 years, 45.3 years for males and 40.6 years for females.

**Race:** City of Brisbane's population is 47.75% White, 34.8% Asian, 9.38% Two or more races, 2.14% Native American, .02% African American, and 6.63% Other. There are 3,797 adults, with 748 who are seniors ages 60 and over.

**Language:** Among Brisbane residents, 61.79% speak only English. 38.21% speak other languages which includes 24.86% who speak Asian Pacific Island languages.

## BRISBANE RACIAL DEMOGRAPHICS



Two or More Paces O

Two or More Races: 9.38%

Other Race: 6.62%

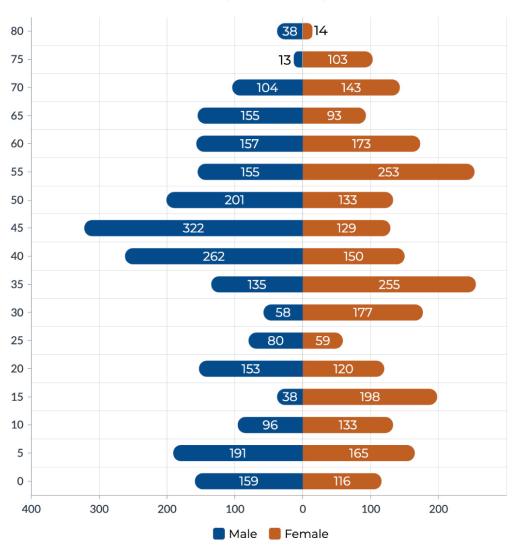
Native American: 2.14%

Black or African American: 0.2%

🦱 Native Hawaiian or Pacific Islander: 0

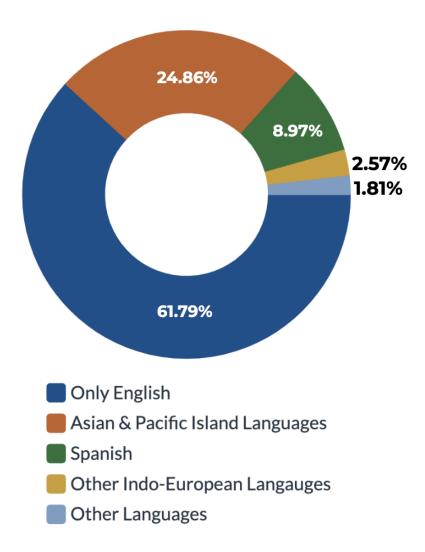
### POPULATION BY AGE GROUP

Brisbane Population Pyramid 2024



There are 3,797 adults (748 of whom are seniors) in Brisbane.

## **BRISBANE LANGUAGES**



For All Age Groups Combined

## ppendix F:

## LIVABILITY INDEX

AARP's Public Policy Institute (PPI) has designed criteria to assess the characteristics that would provide a high quality of life for diverse populations of a community, covering all generations. Their scoring includes complex livability factors that factor in both metric values and policies. The AARP Livability Index is created from more than 50 unique sources of data across the seven livability categories. By using these metrics and policies, the AARP Livability Index scores communities by looking at how livable each neighborhood is within the community. There is an overall score assigned to each city. The total score is accumulated by the seven various categories.



The overall livability index score for **Brisbane, California** is **61**.

This is in the **top half** of **communities** in the U.S.

Scores are applied to the following 7 categories of livability. Examples of indicators follow:



**HOUSING:** Housing costs, availability of multi-family housing, state accessory dwelling unit support



**NEIGHBORHOOD:** Access to parks and libraries, crime rate, state and local transit-oriented development



**TRANSPORTATION:** Frequency of local transit service, walkability, state and local complete street policies



**ENVIRONMENT:** Quality of drinking water/air, state utility disconnection policies, pollution level



**HEALTH:** Preventable hospitalization rate, access to exercise opportunities, state/local smoke-free laws



**ENGAGEMENT:** Social involvement index, voting rate, state barriers to community broadband



**OPPORTUNITY:** Income inequality, jobs per worker, age diversity, local government credit-worthiness

## vability Index (continued)

	Brisbane, California	2024 Median US City
Overall Score	61	50
# Housing	45	56
Neighborhood	68	36
🚖 Transportation	48	44
Environment	63	59
Health	83	43
<b>!!!</b> Engagement	65	47
Opportunity	58	52

For interpretation of scores, please refer to the following link:

## ACKNOWLEDGMENT

The Center for Age-Friendly Excellence wishes to acknowledge and thank the community that participated in the survey and focus groups. We also would like to thank all the Brisbane task force members and City of Brisbane staff who were instrumental in providing input and guidance in developing this Age-Friendly Action Plan.

#### **Karen Cunningham**

City Councilmember City of Brisbane

#### **Nicole Houghton**

Parks and Recreation Supervisor City of Brisbane

#### **Noreen Leek**

Parks and Recreation Director City of Brisbane

#### **Cary Mossing**

Library Manager City of Brisbane

#### Julie Sims

Parks and Recreation Commissioner City of Brisbane

#### **Trudi Davis**

Parks and Recreation Commissioner City of Brisbane

#### **Lise Dumont**

Retired Genentech Marketing Management Member Brisbane Lions Club

#### **Carol Forest**

Community Member City of Brisbane

#### **Kathryn Gooding**

Small Business Owner City of Brisbane

#### Miyoko Nida

Former IDEA Committee Member City of Brisbane

#### **Linda Seekins**

Community Member
City of Brisbane

#### **Hermann Reiss**

Community Member City of Brisbane

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CAFE is an incubated nonprofit project of Los Altos Mountain View Community Foundation.





## RESOURCE PAGE

About the Global Network for Age-Friendly Network for Age-Friendly Cities and Communities. Age-Friendly World. Retrieved May 2024, from https://extranet.who.int/agefriendlyworld/who-network/#:":text=cities%20and%20communities.-,The%20WHO%20Global%20Network%20for%20Age%2Dfriendly%20Cities%20and%20Communities,over%20320%20million%20people%20worldwide

City of Brisbane: https://www.brisbaneca.org/

City of Brisbane Parks and Recreation: https://www.brisbaneca.org/parksrec

City of Brisbane Senior Center: https://www.brisbaneca.org/visiting/page/seniorsunrise-room

City of Brisbane Police: https://www.brisbaneca.org/police

City of Brisbane Fire: https://www.brisbaneca.org/fire

City of Brisbane Library: https://www.brisbaneca.org/library

City of Brisbane Age-Friendly: https://www.brisbaneca.org/community/page/age-friendly-city

World Health Organization. (2007). *Global Age-Friendly Cities: A Guide*. Retrieved from: https://iris.who.int/bitstream/handle/10665/43755/9789241547307\_eng.pdf?sequence=1

World population review: https://worldpopulationreview.com/us-cities/brisbane-ca-population

AARP Network of Age-Friendly States & Communities: www.AARP.org/livable

Elder Index: https://elderindex.org/

California Elder Index: https://healthpolicy.ucla.edu/our-work/elder-index/about-california-elder-index-ei

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N. Discussion of Revising the City Council Meetings' Start Time and Day of the Week



#### CITY COUNCIL AGENDA REPORT

Meeting Date: January 16, 2025

**From:** Jeremy Dennis, City Manager

**Subject:** Council Meetings – Time and Date Discussion

#### **Community Goal/Result**

Community Building - Brisbane will honor the rich diversity of our city (residents, organizations, businesses) through community engagement and participation

#### **Purpose**

To further enhance public participation in City Council meetings

#### Recommendation

Staff recommends that the City Council consider revising its start time and day of the week.

#### **Background**

Per Chapter 2. 44.010 of the Brisbane Municipal Code, the City Council holds its meetings at 7:30 P.M. on the first and third Thursdays of the month.

While the time of the meeting has held for many years, from time to time the City Council has adjusted the day of the meeting to accommodate the needs of council members.

Below is a list of all cities in San Mateo County, with each council's start time and day(s) of the week for meeting:

City	Day(s)	Time

Atherton	3rd Wednesday	6:00 PM
Belmont	2 <sup>nd</sup> and 4 Wednesdays	7:00 PM
Brisbane	1 <sup>st</sup> and 3 <sup>rd</sup> Thursdays	7:30 PM
Burlingame	1 <sup>st</sup> and 3 <sup>rd</sup> Mondays	7:00 PM
Colma	2 <sup>nd</sup> and 4 <sup>th</sup> Wednesdays	7:00 PM
Daly City	2 <sup>nd</sup> and 4 <sup>th</sup> Mondays	7:00 PM
East Palo Alto	1 <sup>st</sup> and 3 <sup>rd</sup> Tuesdays	6:30 PM
Foster City	1 <sup>st</sup> and 3 <sup>rd</sup> Mondays	6:30 PM
Half Moon Bay	1 <sup>st</sup> and 3 Tuesdays	7:00 PM
Hillsborough	2 <sup>nd</sup> Monday	6:00 PM
Menlo Park	2 <sup>nd</sup> and 4 <sup>th</sup> Tuesdays	6:00 PM
Millbrae	2 <sup>nd</sup> and 4 <sup>th</sup> Tuesdays	7:00 PM
Pacifica	2 <sup>nd</sup> and 4 <sup>th</sup> Mondays	7:00 PM
Portola Valley	2 <sup>nd</sup> and 4 <sup>th</sup> Wednesday	7:00 PM
Redwood City	2 <sup>nd</sup> and 4 <sup>th</sup> Mondays	7:00 PM
San Bruno	2 <sup>nd</sup> and 4 <sup>th</sup> Tuesdays	7:00 PM
San Carlos	2 <sup>nd</sup> and 4 <sup>th</sup> Mondays	7:00 PM
San Mateo	1 <sup>st</sup> and 3 <sup>rd</sup> Mondays	7:00 PM
South San Francisco	2 <sup>nd</sup> and 4 <sup>th</sup> Wednesdays	7:00 PM
Woodside	2 <sup>nd</sup> and 4 <sup>th</sup> Wednesdays	7:00 PM

Note that Brisbane is the only city listed that has its meetings on Thursdays and at 7:30 PM.

#### Discussion

With a new council and new mayor, it is appropriate to review the City Council's meetings time and days. There has also been a trend in recent years for councils in the region to change their start times to earlier. The reason more cities have changed their start times is to further increase public participation and (to the extent possible) try to reduce the number of late-night meetings that impact decision making and reduce resident contributions.

Note that the following City bodies and their meeting times:

D a du	Day/a)	Time o
Body	Day(s)	Time

Complete Streets Safety	1 <sup>st</sup> Wednesday	6:30 PM
Committee		
IDEA	3 <sup>rd</sup> Wednesday	6:00 PM
Open Space Ecology	4 <sup>th</sup> Wednesday	6:30 PM
Committee		
Parks and Recreation	2 <sup>nd</sup> Wednesday	6:30 PM
Planning Commission	2 <sup>nd</sup> and 4 <sup>th</sup> Wednesdays	7:30 PM <sup>1</sup>
Public Art	3 <sup>rd</sup> Monday	5:15 PM
Youth Advisory	1 Wednesday/month	As Decided

1. <u>Day:</u> While the staff does not have a recommendation for which days of the week are the most appropriate, it is worth noting that three-day holiday weekends can occasionally affect public attendance at Thursday evening meetings as many choose to take more time off over such holiday weekends.

Should the Council wish to hold their meetings on a different day, staff will continue to produce the meeting packet 6-7 days in advance of the meeting.

2. <u>Time:</u> Staff does recommend consideration of an earlier start time that reflects the trend in increasing public participation by starting the meeting earlier.

Should the City Council wish to move their start time earlier, the Council should consider the following:

- Closed sessions- should they start before or after a meeting?
- The length of the meeting shall it remain at three hours?

Should the City Council direct any changes to their meeting time/day, staff will return to the Council with changes to the municipal code for adoption.

#### **Fiscal Impact**

None

Jeremy Dennis, City Manager

<sup>&</sup>lt;sup>1</sup> Note that of the seven bodies, the Planning Commission starts at 7:30 PM; commission and committee day and time meeting starts are adopted by resolution, not by ordinance.