



CITY of BRISBANE

City Council Meeting Agenda

Thursday, January 19, 2023 at 7:30 PM • Hybrid Meeting 50 Park Place, Brisbane, CA

This meeting is compliant with the Ralph M. Brown act as amended by California Assembly Bill No. 361 effective September 16, 2021 providing for a public health emergency exception to the standard teleconference rules required by the Brown Act. The purpose of this is to provide a safe environment for the public, staff and Councilmembers, while allowing for public participation. Accordingly, the public may observe City Council meetings and/or address the Council using remote public comment options or have the option to attend City Council meetings in person. Please be advised that City Council members may continue to participate in the meeting remotely. The Council may take action on any item listed in the agenda.

TO ADDRESS THE COUNCIL

IN PERSON

Location: 50 Park Place, Brisbane, CA 94005, Community Meeting Room

Masks are no longer required but are highly recommended in accordance with California Department of Health Guidelines. To maintain public health and safety, please do not attend in person if you are experiencing symptoms associated with COVID-19 or respiratory illness.

To address the City Council on any item on or not on the posted agenda, fill out a Request of Speak Form located in the Community Meeting Room Lobby and submit it to the City Clerk.

REMOTE PARTICIPATION

Members of the public may observe/participate in the City Council Meeting by logging into the Zoom Webinar listed below. City Council Meetings can also be viewed live and/or on-demand via the City's YouTube Channel, www.youtube.com/brisbaneca, or on Comcast Channel 27.

Archived videos can be replayed on the City's website, <http://brisbaneca.org/meetings>. Please be advised that if there are technological difficulties, the meeting will nevertheless continue.

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

Remote Public Comments:

Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Aside from commenting while in the Zoom webinar the following email and text line will be also monitored during the meeting and public comments received will be noted for the record during Oral Communications 1 and 2 or during an Item.

Email: ipadilla@brisbaneca.org or **Text:** (628) 219-2922

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

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 2 p.m. of the day of the meeting will be available for public inspection at the front lobby in City Hall and on the internet (www.brisbaneca.org/meetings). Any writings that are received after the agenda has been posted but after 2 p.m. of the day of the meeting will be available on the internet at the start of the meeting (www.brisbaneca.org/meetings), at which time the materials will be distributed to the Council.

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

ROLL CALL

ADOPTION OF AGENDA

AWARDS AND PRESENTATION

- A. Proclamation Recognizing Lunar New Year

ORAL COMMUNICATIONS NO. 1

CONSENT CALENDAR

- B. Approve Minutes of City Council Special Meeting of December 8, 2022
- C. Approve Minutes of City Council Special Meeting of December 9, 2022
- D. Approve Minutes of City Council Meeting of December 15, 2022
- E. Accept Investment Report as of November 2022

NEW BUSINESS

- F. Consider approval of a Memorandum of Understanding between the City of Brisbane and the San Mateo County Joint Powers Authority concerning the Brisbane History Collection and History Room Located in the Brisbane Library
- G. Receive 2022 Annual Mandated Fire and Life Safety Inspections

STAFF REPORTS

- H. City Manager's Report on Upcoming Activities

MAYOR/COUNCIL MATTERS

- I. Countywide Assignments and Subcommittee Reports
- J. Written Communications

ORAL COMMUNICATIONS NO. 2

ADJOURNMENT

B.

File Attachments for Item:

B. Approve Minutes of City Council Special Meeting of December 8, 2022



BRISBANE CITY COUNCIL**ACTION MINUTES**

BRISBANE CITY COUNCIL SPECIAL MEETING**THURSDAY, DECEMBER 8, 2022***VIRTUAL MEETING***7:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE**

Mayor Mackin called the meeting to order at 7:35 P.M.

ROLL CALL

City Council Present: Councilmembers Cunningham, Lentz, O'Connell and Mayor Mackin

City Council Absent: Councilmember Davis

Staff Present: City Manager Holstine, City Attorney McMorrow, City Clerk Padilla, Assistant City Manager Schillinger, Finance Director Yuen, Human Resources Administrator Partin, Communications Manager Cheung, City Engineer Breault, Deputy Director of Public Works Kinser, and Assistant Engineer Santoyo-Velasquez

REPORT OUT OF CLOSED SESSION

City Attorney McMorrow reported that updates were provided to Council, direction was given to staff and no action was taken at Closed Session regarding Items D.

ADOPTION OF AGENDA

Councilmember Cunningham made a motion, seconded by Councilmember O'Connell to adopt the agenda as it stands. The motion was carried unanimously by all present.

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

Noes: None

Absent: Councilmember Davis

Abstain: None

ORAL COMMUNICATIONS NO. 1

No members of the public wished to speak.

NEW BUSINESS

A. Consider Adoption of Resolutions approving the Memorandum of Understanding between the City and the following groups: Confidential Employees, Confidential Management, Executive Management, Brisbane Fire Management, General Association Employees, International Association of Firefighters,

Mid-management/Professional, Police Chief, and Police Commander, each for the term of July 1, 2022 to June 30, 2026

(Unless a Councilmember of a member of the public request that a particular resolution be discussed separately, these resolutions may be adopted by one motion.)

- 1. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Confidential Employees Group**
- 2. Adopt Resolution of the City Council of The City of Brisbane Concerning Wages, Hours And Working Conditions for the Confidential Management Group**
- 3. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Executive Management Group**
- 4. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the General Employees Association**
- 5. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the International Associations of Firefighters, Local 2400, AFL-CIO**
- 6. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Mid-Management/Professional Employees Group**
- 7. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Police Commander Association**
- 8. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Police Chief**

Human Resources Administrator Partin reported that it is being recommended to adopt Resolutions approving the Memoranda of Understanding between the City and the following groups: Confidential Employees, Confidential Management, Executive Management, Brisbane Fire Management, General Association Employees, International Association of Firefighters, Police Chief and Police Commander, each for the term of July 1, 2022 to June 30, 202 with the exception of Item 6 pertaining to the Memorandum of Understanding between the City and the Mid-Management/Professional Employees Group.

After no council questions, Councilmember Lentz shared he appreciated all the service of the City employees.

Councilmember Cunningham made a motion, seconded by Councilmember Lentz to adopt the New Business A Items 1-5 and 7-8. The motion was carried unanimously by all present.

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

Noes: None

Absent: Councilmember Davis

Abstain: None

B. Approve Resolutions Adopting Pay Scales and Master Pay Schedules for Fiscal Year 2022-23.

(These Pay Schedules will reflect the salary increases imbedded in the Memoranda of Understanding approved by the prior Council action.)

Human Resources Administrator Partin reported that it is being recommended to adopt the Resolutions Adopting Pay Scales and Master Pay Schedules for Fiscal Year 2022-23 for the following groups: Confidential Employees, Confidential Management, Executive Management, Brisbane Fire Management, General Association

Employees, International Association of Firefighters, Police Chief and Police Commander and with the exception of the Mid-Management/Professional Employees Group.

After no Council questions, Councilmember Cunningham made a motion, seconded by Councilmember Lentz to adopt the resolutions adopting Pay Scales and Master Pay Schedules for Fiscal Year 2022-23 with the exception of the Mid-Management/Professional Employees Group. The motion was carried unanimously by all present.

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

Noes: None

Absent: Councilmember Davis

Abstain: None

C. Receive Updates on Transportation Grants

The Council received an update on the City's 5 Transportation Grants from Assistant Engineer Santoyo-Velasquez. The grants include the following:

1. Sierra Point Parkway Asphalt Rubber Cape Seal roadway repair
2. Crocker Trail Resurfacing
3. Alvarado to San Benito Stairway
4. Crocker Park Shuttle Stop Improvements
5. Central Brisbane Stairways (3)

Council thanked Assistant Engineer Santoyo-Velasquez for the report.

Due to the fact the County of San Mateo Certification of Votes has not been received, Councilmember O'Connell made a motion, seconded by Councilmember Cunningham to continue New Business Items D, E, F and G to December 9th at 12 p.m. The motion was carried unanimously by all present.

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

Noes: None

Absent: Councilmember Davis

Abstain: None

D. Adoption of Resolution adopting the County of San Mateo Certification of Votes and declaring results of Measure O at the Municipal Election held on November 8, 2022

(This item may be continued to December 9, 2022 at 12:00 p.m. so that the County of San Mateo Certification of Votes has been received)

E. Adoption of Resolution adopting the County of San Mateo Certification of Votes and declaring results of Measure U at the Municipal Election held on November 8, 2022

(This item may be continued to December 9, 2022 at 12:00 p.m. so that the County of San Mateo Certification of Votes has been received)

F. Consider Adoption of Transactions and Use Tax Ordinance Resolution to Implement the Transactions and Use Tax Ordinance Approved by the Voters and a Resolution Authorizing Examination of Sales or Transactions and Use Taxes Records

(This item may be continued to December 9, 2022 at 12:00 p.m. so that the County of San Mateo Certification of Votes has been received)

G. Introduction of an Ordinance to Administer and Implement the Business License Tax Imposed on Hotels and Other Places Designed for Occupancy by Transients.

(Note: This Ordinance is exempt from review under the California Environmental Quality Act because it is not a "project". Section 15378 (b)(5) of the CEQA Guidelines. This item may be continued to December 9, 2022 at 12:00 p.m. so that the County of San Mateo Certification of Votes has been received)

MAYOR/COUNCIL MATTERS

H. Caltrain Electrification Project Letter of Support

Councilmembers Cunningham, Lentz, O'Connell and Mayor Mackin consented to add their names to letters in Support of the Caltrain's application to the Transit and Intercity Rail Capital Program. Council directed Clerk Padilla to ask Councilmember Davis whether she would agree to do the same.

I. Countywide Assignments and Subcommittee Reports

Council reported on their county assignments and subcommittee activities.

J. City Council Meeting Schedule

The next regular meeting is scheduled for December 15, 2022 at 7:30 p.m.

The City Council Meeting of January 6, 2023 is cancelled and a City Council Special Meeting on January 12, 2023 will be added to the schedule.

K. Written Communications

Council received the following correspondence:

Anja Miller (11/17) RHNA Cities are being set up to fail
Casey Fromson (11/28) Caltrain Electrification Project

ORAL COMMUNICATIONS NO. 2

No member of the public wished to speak.

ADJOURNMENT

The meeting was adjourned at 8:07 P.M.

Ingrid Padilla, City Clerk

C.

File Attachments for Item:

C. Approve Minutes of City Council Special Meeting of December 9, 2022



BRISBANE CITY COUNCIL**ACTION MINUTES**

BRISBANE CITY COUNCIL SPECIAL MEETING**FRIDAY, DECEMBER 9, 2022***VIRTUAL MEETING***12:00 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE****ROLL CALL**

Mayor Mackin called the meeting to order at 12:-03 P.M.

ROLL CALL

City Council Present: Councilmembers Cunningham, Lentz, O'Connell and Mayor Mackin

City Council Absent: Councilmember Davis and Lentz

Staff Present: City Manager Holstine, City Attorney McMorro, Legal Counsel Roush and City Clerk Padilla

ORAL COMMUNICATIONS NO. 1

No member of the public wished to speak.

NEW BUSINESS

Councilmember O'Connell made a motion, seconded by Councilmember Cunningham, to continue item regarding the resolutions approving the Memorandum of Understanding between the City and the Mid-Management/Professional Employees Group and their pay scale at the City Council Meeting of December 15, 2022. The motion was carried unanimously by all present.

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

Noes: None

Absent: Councilmember Davis and Lentz

Abstain: None

D. Adoption of Resolution adopting the County of San Mateo Certification of Votes and declaring results of Measure O at the Municipal Election held on November 8, 2022

(This item was continued from the City Council Special Meeting of December 8, 2022)

City Clerk Padilla reported that Measure O passed at the Municipal Election held on November 8, 2022 with the majority required (1,222 YES votes, 543 NO votes).

After no council questions, Councilmember Cunningham made a motion, seconded by Councilmember O’Connell, to adopt Adoption of Resolution adopting the County of San Mateo Certification of Votes and declaring results of Measure O at the Municipal Election held on November 8, 2022. The motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Lentz, O’Connell and Mayor Mackin

Noes: None

Absent: Councilmember Davis and Lentz

Abstain: None

E. Adoption of Resolution adopting the County of San Mateo Certification of Votes and declaring results of Measure U at the Municipal Election held on November 8, 2022

(This item was continued from the City Council Special Meeting of December 8, 2022)

City Clerk Padilla reported that Measure U passed at the Municipal Election held on November 8, 2022 with the majority required (1,080 YES votes, 609 NO votes).

After no council questions, Councilmember O’Connell made a motion, seconded by Councilmember Cunningham, to adopt a Resolution adopting the County of San Mateo Certification of Votes and declaring results of Measure U at the Municipal Election held on November 8, 2022. The motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Lentz, O’Connell and Mayor Mackin

Noes: None

Absent: Councilmember Davis and Lentz

Abstain: None

F. Consider Adoption of Transactions and Use Tax Ordinance Resolution to Implement the Transactions and Use Tax Ordinance Approved by the Voters and a Resolution Authorizing Examination of Sales or Transactions and Use Taxes Records

(This item was continued from the City Council Special Meeting of December 8, 2022)

Legal Counsel Roush reported that in July 2022, City Council adopted a Transaction and Use Tax Ordinance to be administered by the California Department of Tax and Fee Administration (CDTFA), subject to approval by Brisbane voters. A majority of Brisbane voters who voted on this measure (Measure U) on November 8, 2022 approved the tax. The tax would impose an additional one half of one percent tax (commonly referred to as a sales tax) on the sale of goods in the City. Staff estimated such tax would generate \$500,000 for general municipal purposes. The tax would be imposed effective April 1, 2023.

After no council questions, Councilmember Cunningham made a motion, seconded by Councilmember O’Connell, to adopt a resolution authorizing the City Manager to execute a Preparatory Agreement, an Administrative Agreement, and any other documents required by the California Department of Tax and Fee Administration in order to implement the voter approved Transaction and Use Tax Ordinance and to adopt a resolution authorizing certain positions within the City and representatives of MuniServices, LLC to receive/examine records from the California Department of Tax and Fee Administration.

Ayes: Councilmembers Cunningham, Lentz, O’Connell and Mayor Mackin

Noes: None

Absent: Councilmember Davis and Lentz

G. Introduction of an Ordinance to Administer and Implement the Business License Tax Imposed on Hotels and Other Places Designed for Occupancy by Transients.

(This item was continued from the City Council Special Meeting of December 8, 2022)

Legal Counsel Roush is recommending the Council to Introduce an Ordinance to add numerous sections to the Brisbane Municipal Code (Sections 5.20.036 through 5.20.044) to administer and implement the Business License Tax imposed on hotels and other places designed for occupancy by transients, which tax was approved by Brisbane voters at the November 8, 2022 general municipal election. Because of the numbering system in the Code, the current Section 5.20.040 (concerning the business license tax for street vendors) will need to be deleted and relocated to Section 5.20.235.

After no council questions, Councilmember O'Connell made a motion, seconded by Councilmember Cunningham, to introduce an Ordinance to Administer and Implement the Business License Tax Imposed on Hotels and Other Places Designed for Occupancy by Transients

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

Noes: None

Absent: Councilmember Davis and Lentz

Abstain: None

ORAL COMMUNICATIONS NO. 2

No members of the public wished to make public comment.

ADJOURNMENT

The meeting was adjourned at 12:13 P.M.

Ingrid Padilla, City Clerk

D.

File Attachments for Item:

D. Approve Minutes of City Council Meeting of December 15, 2022



BRISBANE CITY COUNCIL

ACTION MINUTES

CITY COUNCIL MEETING

THURSDAY, DECEMBER 15, 2022

VIRTUAL MEETING

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Mackin called the meeting to order at 7:32 P.M. and led the Pledge of Allegiance.

ROLL CALL

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

Councilmembers absent: None

Staff Present: City Manager Holstine, City Clerk Padilla, City Attorney McMorrow, Assistant City Manager Schillinger, City Engineer Breault, Community Development Director Swiecki, Finance Director Yuen, Police Chief Macias, Police Commander Garcia, Economic Development Director Bull, Communications Manager Cheung, Deputy Fire Chief Kavanaugh, Human Resource Administrator Partin, and Administrative Analyst Ibarra

ADOPTION OF AGENDA

Mayor Mackin requested to correct typographical error. The Brief Break will be held after Item X. Also under Mayor and Council Matters, she wanted to add Item FF to discuss appointments for the City Selection Committee.

Councilmember Cunningham would also like to move the New Business Item AA- Water and Sewer Rate presentation after Item S.

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

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

Nays: None

Absent: None

Abstain: None

ORAL COMMUNICATIONS NO. 1

Nancy Lacsamana will write to the City Manager asking when the City decided to hold the meeting as a hybrid meeting.

Kim Follien said the meeting agenda was noticed as an exclusively virtual meeting and she is not buying the COVID excuse.

Michael Barnes said the Council is violating their own rules because the meeting was noticed as an exclusively virtual meeting and that the public is losing trust.

James Christie will share his comment about the mayor rotation during the item.

CONSENT CALENDAR

- A. Approve Minutes of City Council Meeting of October 20, 2022**
- B. Approve Minutes of City Council Closed Session Meeting of October 20, 2022**
- C. Approve Minutes of City Council Closed Session Meeting of October 25, 2022**
- D. Approve Minutes of City Council Closed Session Meeting of October 26, 2022**
- E. Approve Minutes of City Council Closed Session Meeting of November 3, 2022**
- F. Approve Minutes of City Council Meeting of November 3, 2022**
- G. Approve Minutes of City Council Closed Session Special Meeting of November 9, 2022**
- H. Approve Minutes of City Council Closed Session Meeting of November 17, 2022**
- I. Approve Minutes of City Council Special Meeting of November 17, 2022**
- J. Approve Minutes of City Council Meeting of November 17, 2022**
- K. Approve Minutes of City Council Closed Session Meeting of December 1, 2022**
- L. Approve Minutes of City Council Special Meeting of December 1, 2022**
- M. Approve Minutes of City Council Closed Session Special Meeting of December 8, 2022**
- N. Accept Investment Report as of October 2022**
- O. Approve Co-sponsorship application for the annual Mothers of Brisbane Shop event on 2/9-2/11/22**
- P. Adopt Ordinance to Administer and Implement the Business License Tax Imposed on Hotels and Other Places Designed for Occupancy by Transients, Waiving Second Reading**

(Note: This Ordinance is exempt from review under the California Environmental Quality Act because it

is not a “project”. Section 15378 (b)(5) of the CEQA Guidelines)

Q. Adopt Resolutions approving the Memoranda of Understanding between the City and the following groups: Mid-management/Professional and the Brisbane Police Officers Association, each for the term of July 1, 2022 to June 30, 2026

R. Adoption of a Resolution Declaring the Continued Need to Conduct City Council, Commission and Committee Meetings Remotely Due to Health and Safety Concerns for the Public

Councilmember O’Connell made a motion, seconded by Councilmember Lentz, to adopt Consent Calendar Items A-R. The motion was carried unanimously by all present.

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

Noes: None

Absent: None

Abstain: None

NEW BUSINESS

S. Recognize Assistant City Manager Stuart Schillinger for His Over Two Decades of Service to the City of Brisbane

Mayor Mackin read a proclamation recognizing Assistant City Manager Schillinger for his service to the City of Brisbane. Assistant City Manager Schillinger is retiring after over 21 years of service.

Councilmembers, Michele Salmon, Nancy Lacsamana, Maria Sid, Economic Development Director Bull, and the Offices of County Supervisor Canepa and State Senator Becker thanked him for his service, his leadership, and support throughout his tenure.

Assistant City Manager Schillinger thanked the Council, staff, City Manager Holstine, his parents, his family and the larger community for all their support.

AA. Review Projected Water and Sewer Rate Increases and Direct Staff to begin the 218 Process to increase Rates

(The following rate increases are being proposed: Fixed water charge increase from \$22.67 to \$33.52 for 5/8th inch meter and 9% increase each year until 2026/27. Water rate will increase 9% a year until 2026/27. Wastewater rate increase of approximately 25% rate increase each year until 2026/27)

Assistant City Manager Schillinger reported that water and sewer rates have not been raised for day to day use since 2012. Catherine Tseng, principal of the Lechowicz and Tseng Municipal Consultants, highlighted the Water and Sewer Operation Rate, the Water Use Service, Sewer Utility, and Sewer Rate Components.

After council questions, a member of the public asked the following questions and made the following observations in Zoom:

- The proposal will treat the commercial and residential customers the same?
- Are there resources for residents to investigate occult losses of water?
- Rate increase for increase usage penalizes residents that might try to be high-density or have accessory dwelling units.
- Thank you for your diligent work for water and water conservation and keeping Brisbane fiscally sound

After Council discussion, Councilmember Davis made a motion, seconded by Councilmember O'Connell, to direct Staff to begin the 218 Process to increase Rates: Fixed water charge increase from \$22.67 to \$33.52 for 5/8th inch meter and 9% increase each year until 2026/27. Water rate will increase 9% a year until 2026/27. Wastewater rate increase of approximately 25% rate increase each year until 2026/27. The motion was carried unanimously by all present.

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

Noes: None

Absent: None

Abstain: None

- T. Consider adoption of Resolution adopting the County of San Mateo's Certification of Votes and declaring results to fill 2 four-year term Council Seats at the General Municipal Election held on November 8, 2022

City Clerk Padilla reported that Madison Davis and Terry O'Connell won the race to fill 2 four-year term Council Seats at the General Municipal Election held on November 8, 2022.

Councilmember Cunningham made a motion, seconded by Councilmember Lentz, to adopt Resolution adopting the County of San Mateo's Certification of Votes and declaring results to fill 2 four-year term Council Seats at the General Municipal Election held on November 8, 2022. The motion was carried unanimously by all present.

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

Noes: None

Absent: None

Abstain: None

- U. Administration of Oath of Office of Newly Elected Councilmembers

Assistant City Manager Schillinger administered the oath of office of Newly Elected Councilmembers Davis and O'Connell.

V. Election of New Mayor and Mayor Pro Tem

Nancy Lacsamana said she is extremely disappointed about the collusion against Councilmember Lentz to rotate from Mayor Pro Tem to the new Mayor. She asked where and why did this happen?

Mea Christie advocated for the Council to honor Councilmember Lentz' hard work and elect him as Mayor.

James Christie urged the Council to forgive one another, let go of grudges, and allow Councilmember Lentz to serve as Mayor.

Sarah Duffy commented she support Councilmember Lentz to have his turn as Mayor because he is responsible, thorough and listens to the community.

Michele Salmon shared that trust is more important than tradition and she trusts the Councilmembers to make a decision on the mayor rotation.

Clerk Padilla acknowledged receipt of correspondence from Jim Oshea regarding Item V.

Tony Verreos commented that something impossible must have happened and it does not make sense at all.

After Council discussion, Councilmember O'Connell made a motion, seconded by Councilmember Cunningham, to nominate Madison Davis as the new Mayor. The motion passed with a 4 to 1 vote.

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

Noes: Councilmember Lentz

Absent: None

Abstain: None

Councilmember Davis made a motion, seconded by Councilmember Cunningham, to nominate Terry O'Connell as the new Mayor Pro Tem. The motion passed with a 4 to 1 vote.

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

Noes: Councilmember Lentz

Absent: None

Abstain: None

W. Administration of Oath of Office of Newly Elected Mayor and Mayor Pro Tem

City Manager Holstine administered the Oath of Office of Newly Elected Mayor Davis and Mayor Pro Tem O'Connell.

X. Recognize Outgoing Mayor Coleen Mackin for Her Service

(A Brief Break Will Be Held After Item X)

Newly elected Mayor Davis read a proclamation recognizing outgoing Mayor Mackin for her service.

Councilmember O'Connell made a motion, seconded by Councilmember Cunningham to extend the meeting until 11:00 P.M. The motion was carried unanimously by all present.

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

Noes: None

Absent: None

Abstain: None

Councilmembers, Michele Salmon, Economic Development Director Bull thanked her for her meeting facilitation skills, passion and leadership.

Council took a brief break for ten minutes.

Y. Consider Adoption of Resolution authorizing the Mayor to sign the Fourth Amendment to the City Manager's Employment Agreement increasing the Manager's salary by 3% in January 2023 and extending the term of the Agreement to December 31, 2023

(If approved by the Council, the City Manager's salary would be \$11,371 bi-weekly)

Mayor Davis reported that the Council will consider adopting the Resolution confirming a revised Pay Schedule for the City Manager, approving a related fourth amendment to the City Manager's Employment Agreement, and authorizing the Mayor to sign the fourth amendment. The Resolution provides for three changes to the City Manager's Employment Agreement. In accordance with Government Code Section 54953(c)(3), the three changes to the City Manager's salary and benefits would be:

- To increase the City Manager's biweekly salary to \$11,371.20 as of the first full pay period of January 2023;
- To extend the City Manager's Term in office to December 31, 2023; and
- To provide that the City Manager shall also be credited with 80 hours of administrative leave in July 2023 but such administrative leave must be used by December 31, 2023 or it will be lost."

After no Council questions, Councilmember O'Connell made a motion, seconded by Councilmember Cunningham, to adopt a Resolution authorizing the Mayor to sign the Fourth Amendment to the City Manager's Employment Agreement increasing the Manager's salary by 3% in January 2023 and extending the term of the Agreement to December 31, 2023. The motion was carried unanimously by all present.

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

Noes: None

Absent: None

Abstain: None

Z. Consider Adoption of Resolution to Amend the Master Pay Schedule

Mayor Davis reported that Item Z calls on the Council to consider adopting a resolution updating the City's Master Pay Schedule to reflect the various MOU's that City Council adopted on December 8, 2022 and the City Manager's new hourly rate given the Council's approval of the resolution confirming a revised Pay Schedule for the City Manager under Item Y.

As is noted in the agenda report for Item Z, state law and regulation, as well as CalPERS guidance, require that the City post a Master Pay Schedule that accurately reflects all of the City's pay schedules in a single document.

Given the City Council's approval of the MOU's with various employee organizations and an amendment to the City Manager's Employment Agreement under Item Y, the City Council must therefore act to amend the City's Master Pay Schedule to bring it into conformance with the revised compensation for employees covered by MOU's and with the City Manager's revised compensation.

Specifically, the Council must amend the schedule to reflect the City Manager's new compensation as:

- Monthly –\$24,637.60
- Biweekly – \$11,371.20
- Hourly - \$142.14

A revised Master Pay Schedule that reflects these changes is included in the agenda packet under Item Y as Appendix A..

After no Council questions, Councilmember Cunningham made a motion, seconded by Councilmember Mackin, to adopt a Resolution to Amend the Master Pay Schedule. The motion was carried unanimously by all present.

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

Noes: None

Absent: None

Abstain: None

STAFF REPORTS

BB. City Manager's Report on Upcoming Activities

No report was given.

MAYOR/COUNCIL MATTERS

CC. Countywide Assignments and Subcommittee Reports

Council reported on their County assignment and Subcommittee activities.

DD. City Council Meeting Schedule

Council agreed to schedule a special meeting on January 12, 2023.

EE. Written Communications

Council received the following correspondence:

Olga Alexander (12/11/22) Children First! The Custody Crisis in Brisbane

Sukhmani Purewal (12/12/2022) City Selection Committee Meeting Packet

James O'shea (12/15/22) Mayoral Rotation

FF. City Selection Committee Appointments

Mayor Davis will discuss with proxy Councilmember Mackin on the appointments.

ORAL COMMUNICATIONS NO. 2

No member of the public wished to speak.

ADJOURNMENT

Mayor Mackin adjourned the meeting at 10:59 P.M.

Ingrid Padilla, City Clerk

E.

File Attachments for Item:

E. Accept Investment Report as of November2022

**CITY OF BRISBANE
CASH BALANCES & INVESTMENTS
SOURCE OF FUNDING
November 30, 2022**

NAME OF DEPOSITORY	INVESTMENT TYPE	DATE OF INVESTMENT	FACE VALUE OF INVESTMENT	CARRY VALUE OF INVESTMENT	MARKET VALUE OF INVESTMENT	COUPON INTEREST RATE %	MATURITY DATE	RATING/ COLLATERAL
WELLS FARGO	Checking A/C		\$ 4,737,681	\$ 4,737,681	\$ 4,737,681	0.000		
STATE FUND (LAIF)	Deposit on call	continuous	\$ 2,983,204	\$ 2,983,204	\$ 2,983,204	1.880	on call	no rating
Other Investments								
	Comenity Capital Bank	4/28/2019	\$ 248,000	\$ 248,000	\$ 245,799	2.650	04/28/2023	
	Morgan Stanley	5/2/2019	\$ 245,000	\$ 245,000	\$ 242,624	2.650	05/02/2023	
	FFCB	3/8/2022	\$ 1,000,000	\$ 1,000,000	\$ 959,770	1.670	03/08/2024	
	FHLB	4/22/2022	\$ 1,000,000	\$ 1,000,000	\$ 965,530	2.400	04/22/2024	
	Goldman Sachs	5/1/2019	\$ 246,000	\$ 246,000	\$ 237,673	2.750	05/01/2024	
	FHLB	7/26/2022	\$ 1,000,000	\$ 1,000,000	\$ 975,330	3.350	07/26/2024	
	Wells Fargo Bank	9/23/2022	\$ 250,000	\$ 250,000	\$ 244,790	3.750	09/23/2024	
	American Express	9/21/2022	\$ 250,000	\$ 250,000	\$ 244,804	3.750	09/24/2024	
	FHLB	12/31/2021	\$ 1,000,000	\$ 1,000,000	\$ 933,420	1.000	09/30/2024	
	FHLB	3/24/2022	\$ 1,000,000	\$ 1,000,000	\$ 941,770	2.000	03/24/2025	
	FHLB	4/22/2022	\$ 1,000,000	\$ 1,000,000	\$ 958,750	2.750	04/22/2025	
	FHLB	7/28/2022	\$ 1,000,000	\$ 1,000,000	\$ 977,020	4.050	07/28/2025	
	FHLB	12/31/2021	\$ 1,000,000	\$ 1,000,000	\$ 914,970	1.300	09/30/2025	
	FHLB	10/27/2022	\$ 1,000,000	\$ 1,000,000	\$ 999,510	4.750	10/27/2025	
	FHLB	10/27/2022	\$ 1,000,000	\$ 1,000,000	\$ 997,310	5.000	10/27/2025	
	FFCB	9/12/2022	\$ 1,000,000	\$ 1,000,000	\$ 985,730	4.125	12/12/2025	
	FHLB	9/29/2022	\$ 1,000,000	\$ 1,000,000	\$ 999,680	4.150	09/29/2026	
	FHLB	3/25/2022	\$ 1,000,000	\$ 1,000,000	\$ 929,850	2.600	03/25/2027	
	FHLB	5/26/2022	\$ 1,000,000	\$ 1,000,000	\$ 960,260	3.150	05/26/2027	
	FHLB	5/26/2022	\$ 1,000,000	\$ 1,000,000	\$ 957,160	3.750	05/26/2027	
	FHLB	9/30/2022	\$ 1,000,000	\$ 1,000,000	\$ 992,440	5.000	09/30/2027	
BNY Mellon	Treasury Obligations	continuous	\$ 4,883,506	\$ 4,883,506	\$ 4,883,506	3.670	on call	110% collateral
Sub-total			\$ 22,122,506	\$ 22,122,506	\$ 21,547,695			
U.S. Bank	2014 BGPGA Bond (330)	Improvements	Fed Treas Obl	\$ -	10031			
		Reserve Fund	Fed Treas Obl	\$ 1	10032			
		Revenue Fund	Fed Treas Obl	\$ -	10034			
		Expense Fund	Fed Treas Obl	\$ -	10035			
		Principal	Fed Treas Obl	\$ 1	10036			
		Interest Fund	Fed Treas Obl	\$ 0	10037			
U.S. Bank	2015 Utility Capital (545)	Improvements	Fed Treas Obl	\$ 0	10031			
		Reserve	Fed Treas Obl	\$ 157	10032			
		Expense Fund	Fed Treas Obl	\$ 0	10035			
PARS	OPEB Trust	Trust Cash	Investments	\$ 3,584,391	13050			
PARS	Retirement Trust	Trust Cash	Investments	\$ 1,254,981	13050			
Sub-total	Cash with Fiscal Agents			\$ 4,839,531				
Total other investments			\$ 22,122,506	\$ 26,962,037	\$ 21,547,695			
TOTAL INVESTMENTS & CASH BALANCES			\$ 29,843,391	\$ 34,682,922	\$ 29,268,580			

Outstanding Loans to Department Heads

	Date of loan	Amount	Amount Remaining	Interest Rate
Stuart Schillinger	4/1/2002	318,750	\$ 318,750	Variable, LAIF + 1%
Clay Holstine (1)	7/8/2008	300,000	\$ -	Paid off Dec 2016
Clay Holstine (2)	9/10/2008	200,000	\$ 200,000	Variable, LAIF + 1%

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

Two year Treasury	4.38%	
Weighted Interest	2.63%	
Weighted maturity	1.87	Years

TREASURER'S CERTIFICATE

These are all the securities in which the city funds, including all trust funds and oversight agencies funds, are invested and that (excluding approved deferred compensation plans) 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:

F. Consider approval of a Memorandum of Understanding between the City of Brisbane and the San Mateo County Joint Powers Authority concerning the Brisbane History Collection and History Room Located in the Brisbane Library



CITY COUNCIL AGENDA REPORT

Meeting Date: January 19, 2023

From: Caroline Cheung, Communications Manager

Subject: Consider approval of a Memorandum of Understanding between the City of Brisbane and the San Mateo County Joint Powers Authority concerning the Brisbane History Collection and History Room Located in the Brisbane Library

Community Goal/Result

Community Building - Brisbane will honor the rich diversity of our city (residents, organizations, businesses) through community engagement and participation

Purpose

Ensure the history of Brisbane is adequately preserved and displayed to allow for easy access for future residents and scholars.

Recommendation

Approve the attached Memorandum of Understanding (MOU) being recommended by the Brisbane Historical Community and City Council History Subcommittee.

Background

In 2018 the Citizen History Committee met with the City Council History Subcommittee to outline projects it was working on. One of the projects was to develop an MOU between the City and the Library System concerning the City's Historical documents and the History Room in the new Library. A number of drafts were developed and reviewed by the City's legal counsel and the Library's legal counsel. The attached is the final proposed MOU as approved by all legal counsels (see Attachment 1).

Discussion

The attached MOU lays out the roles and responsibilities for the City and the Library system as it relates to the City's historical documents and the History Room.

The main points are:

1. Any cost-sharing for the maintenance of the History Room will be subject to the current Library JPA Agreement (see Attachment 2).

Consider approval of a Memorandum of Understanding between the City of Brisbane and the San Mateo County Joint Powers Authority concerning the Brisbane History Collection and History Room Located in the Brisbane Library

2. All historical artifacts, including books, manuscripts, photographs, videos, digitized materials, posters, etc. are the property of the City. If they are located in the Library, they will still be the property of the City and any decision about the disposition of these materials will be at the sole discretion of the City.
3. The City, the Brisbane History Community, and the Library JPA will work jointly to determine what will be displayed in the History Room. Items for display will be rotated through the History Room so it retains a lively and continuously interesting presentation of Brisbane History.
4. Library JPA staff assigned to the Brisbane Library will have sufficient knowledge of the History Collection to assist patrons in the productive use of the material.
5. The City will be responsible for accepting items into the City's collection. If potential donors contact Library staff, they will direct the potential donor to the appropriate person in the City.
6. The Library and the City will work together to find sources for the City's History Collection as appropriate.

Fiscal Impact

There is no additional direct cost for entering into this MOU. As projects arise for using, digitizing, or expanding the City's History Collection, the costs will be brought to the City Council according to the City's administrative and budget procedures.

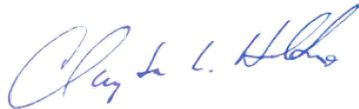
Measure of Success

The City maintains a history collection that can be used by people of all ages and educational needs.

Attachments

1. MOU between the City of Brisbane and San Mateo County Library Joint Powers Authority
2. Current Library JPA Agreement


 Caroline Cheung, Communications Manager


 Clay Holstine, City Manager

Consider approval of a Memorandum of Understanding between the City of Brisbane and the San Mateo County Joint Powers Authority concerning the Brisbane History Collection and History Room Located in the Brisbane Library

**Memorandum of Understanding between the City of Brisbane and
San Mateo County Library Joint Powers Authority
Concerning the Brisbane History Collection and the Brisbane History Room
Located in the Brisbane Library**

In order to establish the specific responsibilities of the City of Brisbane (City) and San Mateo County Library Joint Powers Authority (Library JPA) concerning the City's History Collection (History Collection) and the Brisbane History Room (History Room) in the new Brisbane Library (Library), the City and the Library JPA agree to the following principles:

1. The History Project is a City and Library JPA collaborative endeavor to preserve and share the rich history of the Brisbane community.
2. As the owner of the Library facility, the City has permanently dedicated one of its rooms to the History Project.
3. The design and purchase of original furniture and equipment of the History Room will be an integral part of the Library construction and interior furnishings implementation agreement between the Library JPA and the City.
4. The cost-sharing of the repair, maintenance, and replacement of the furniture and equipment in the History Room will be subject to the Library JPA Agreement.
5. The historical artifacts, including books, manuscripts, photographs, videos, digitized materials, posters, etc. are the property of the City, and any decision regarding such artifacts must have the approval of the City. When the historical artifacts are located in the History Room, they remain the property of the City and will not be considered part of the Library JPA collection.
6. The City intends to store historical materials not placed in the History Room in its other facilities such as the archive room in City Hall where such historical materials will be preserved in a safe and retrievable manner.
7. The City in consultation with the Brisbane History Committee and the Library JPA will work on deciding which materials should be on display and accessible in the History Room. A rotating schedule will be established so that the History Room retains a lively and continuously interesting presentation of Brisbane history.
8. Library JPA staff assigned to the Brisbane Library will have sufficient knowledge of the History Collection so that the staff may assist patrons in the productive use of the material. It is anticipated that users will range from serious researchers to elementary school children.

9. The Library JPA will exercise appropriate oversight and careful monitoring of the contents of the History Room so that materials are properly protected. If there are events or circumstances in the Library during which the History Collection could be at risk, the Library JPA staff will close off access to the History Room. If the Library JPA staff has made all reasonable effort to protect the collection and damage or theft occurs despite their efforts, the City will not take any legal action against the Library JPA.

10. The City shall cooperate with the Library JPA on matters regarding the History Collection and the History Room itself. The City and Library JPA are interested in designing the most effective information retrieval processes for its archived collection.

11. The City will establish criteria and a process for accepting new materials into the History Collection, utilizing gift deeds or other legal documents when appropriate. If potential donors initially contact the Library JPA, the staff will refer them to the City.

12. The City shall take financial responsibility for the acquisition, preparation, and maintenance of the History Collection. For example, the City plans to digitize its collection of old photos, newspapers (Brisbane Bee), documents, etc.

13. Brisbane's History Project, which is more comprehensive than the History Room, may receive financial contributions from grants, non-profit organizations, individuals, and businesses as well as the City. The City and Library JPA will work together when appropriate in the search for funding. Revenue received for the Brisbane History Project will be received and expended by the City of Brisbane.

14. Each of the parties to this agreement will designate a staff member at all times to represent their interests in the cooperative implementation of this MOU and the negotiation of referenced future agreements. The designations will be made by the Director of the Library JPA and by the City Manager of the City.

Director, San Mateo County Library JPA

City Manager, City of Brisbane

Date _____

Date _____

1 **SECOND AMENDED JOINT POWERS AGREEMENT**
2 **BETWEEN THE COUNTY OF SAN MATEO AND THE CITIES OF ATHERTON,**
3 **BELMONT, BRISBANE, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY,**
4 **MILLBRAE, PACIFICA, PORTOLA VALLEY, SAN CARLOS, AND WOODSIDE,**
5 **RELATING TO LIBRARY SERVICES**

6 This is an amended agreement between the County of San Mateo and the cities of Atherton,
7 Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley,
8 San Carlos, and Woodside (hereinafter "Parties"), relating to the joint exercise of powers over
9 library services throughout the San Mateo County Library System.

10 **WHEREAS**, the San Mateo County Free Library System (hereinafter the "Library
11 System"), has authority to provide library services within its jurisdiction, and is governed by the
12 San Mateo County Board of Supervisors; and

13 **WHEREAS**, the Parties have independent authority to provide library services within their
14 jurisdictions; and

15 **WHEREAS**, the provision of Library services to the residents of the unincorporated area
16 of the County and to the residents of the other Parties is enhanced and made more efficient by a
17 coordinated program among the public entities who comprise the Library System; and

18 **WHEREAS**, the Joint Powers Law (Government Code '6500 et. seq.) permits public
19 entities, after receiving the prior consent of their respective legislative bodies, to jointly exercise
20 powers common to the contracting parties, including the power to provide for library services; and

21 **WHEREAS**, a joint powers agreement between the parties was approved and became
22 effective in 1999 ("the original Library JPA Agreement"); and

23 **WHEREAS**, in 2004 a First Restated Joint Powers Agreement replaced the original
24 Library JPA Agreement (hereinafter, the "2004 Amended Library JPA Agreement"); and

25 **WHEREAS**, the parties to the original Library JPA Agreement and to the 2004 Amended
26 Library JPA Agreement have recognized the need to further amend the 2004 Amended Library

1 JPA Agreement to reflect changes pertaining to the manner in which County tax revenues are
2 allocated to the members; and

3 **WHEREAS,** this Second Amended Library Joint Powers Agreement upon mutual
4 adoption in the manner required by law replaces the 2004 Amended Library JPA Agreement.

5 **NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND**
6 **COVENANTS CONTAINED HEREIN,** the Parties to this agreement agree as follows:

7 **I. Establishment of Library Joint Powers Authority; Purpose of Agreement**

8 **A. Joint Powers Authority Created**

9 The Parties to this Agreement, with the consent of their respective legislative bodies, acting
10 on or before December 31, 2018, hereby join together for the purpose of providing library services
11 within their communities and establishing a Library Joint Powers Authority (hereinafter “Library
12 JPA”) to exercise the powers described herein. The Library JPA shall be an entity which is
13 separate from the parties to this Agreement and shall be responsible for the administration of this
14 Agreement. Except as otherwise provided herein, the debts, liabilities and obligations of the
15 Library JPA shall be the debts, liabilities and obligations of the entity and not the debts, liabilities,
16 and obligations of the parties to this Agreement. This Agreement replaces the 2004 Amended
17 Library JPA Agreement. Any debts, liabilities, and obligations assumed by the Parties under the
18 2004 Library JPA Agreement remain in full force and effect to the extent they are not inconsistent
19 with the terms and conditions of this Agreement.

20 **B. Purpose and Functions of the Library JPA**

- 21 1. Provide policy direction and governance for the Library System.
- 22 2. Carry out the functions required by this Agreement.
- 23 3. Approve the budget and disposition of revenues for Library System
- 24 Services.

4. Approve and oversee the services and programs of the Library System.

Subject to the limitations related to the status of the Library System as designated in I.C. below, and subject to the parameters of this Agreement and the agreement for County employees to serve as Library staff, it is the intent of the Parties that the Library JPA shall have full and complete discretion for Library operations and policy.

C. Library JPA Operating Rules and Restrictions - Designation

The Library JPA shall operate under and be governed by the rules and regulations and legal restrictions and requirements applicable to the San Mateo County Free Public Library as established under California Education Code Section 19100 et seq., the joint powers law in Government Code section 6500 et seq., this Agreement and the Bylaws.

D. Additional Parties

Additional cities may become Parties to this Agreement on such terms and conditions as may be approved by a majority of the total membership of the Library Joint Powers Governing Board (hereinafter "the Governing Board"), including, without limitation, the approval by the proposed member's elected council or governing board of this Agreement and the Bylaws of the JPA and that all Parties and their residents shall have reciprocal access to library facilities, materials and services of all other Parties.

E. Terms of Agreement; Termination and Withdrawal

This Second Amended Joint Powers Agreement (hereinafter, occasionally referred to as "this Agreement") shall commence upon (1) the date it has been executed by the County and all of those cities which have acted to approve this Agreement within the timeframe stipulated in Section I.A., or (2) the date the Staff Services Agreement referred to in Section IV.A., below, is executed by the Governing Board and County, whichever date is later. This Agreement shall continue, uninterrupted, until two-thirds of the members vote to terminate it, in which case, it shall terminate on June 30 of the following fiscal year. An individual Party may withdraw from this Agreement

upon the giving of written notice by July 1st of its intent to withdraw from the Library JPA effective July 1st of the following fiscal year. For purposes of this JPA, the fiscal year shall run from July 1st of one calendar year to June 30th of the following calendar year. The withdrawal of any Party from this Agreement shall in no way affect the rights and obligations of the remaining Parties. If a Party withdraws from this Agreement, such Party shall not be entitled to the return of any property or funds contributed to the Library JPA. By withdrawing a Party shall take on the obligation to provide all library services to its residents. In this eventuality, the County shall pay to the withdrawing agency all subsequent library property tax proceeds collected in the withdrawing Party's jurisdiction. At the time of the withdrawal, the Parties may agree to allow the withdrawing party to retain books and other library materials, furniture and equipment obtained by the JPA, on the condition that such property and materials will be used for public library purposes and available to all residents of San Mateo County at no charge.

F. Disposition of Property Upon Termination and Dissolution

Upon termination of the Agreement, and dissolution, any surplus money on hand shall be returned in proportion to the contributions made by the Parties who are still active members at the time of termination and dissolution. Upon termination, title to all property, including facilities, buildings, materials and equipment owned by a Party upon execution of the Agreement shall remain the property of that Party. All property acquired by the Library JPA during the term of this Agreement shall upon dissolution of the JPA become the property of the Library System.

II. Library Policies

Subject to this Agreement and the Bylaws, all policies relating to the provision of library services, including hours, organization, staffing levels and type, and other services, shall be determined by the Governing Board, unless specifically delegated to the Operations Committee. Current policies with respect to the Library System shall continue in full force and effect until changed by the Agreement, the Bylaws, the Governing Board, or Operations Committee if so

delegated by the Governing Board. In addition, the Library System remains subject to State law with respect to libraries, including Education Code section 19146 which vests power to select materials in the County Librarian.

III. Governing Board of Library JPA

A. Creation of Governing Board; Composition

There is hereby created the Governing Board which shall administer this Agreement. The Governing Board shall be comprised of one representative from each Party, selected by the Party from the elected legislative body of that Party. Each Party may designate one alternative representative who will be a member of that Party's legislative body. The selection process and length of tenure for each Governing Board representative and any alternate shall be determined by the governing body of each Party. Governing Board representatives shall serve without compensation. The policies of the Library System shall be directed by the Governing Board, provided that policies regarding the terms and conditions of employment shall be within the province of the County so long as the County provides the services set forth in any Staff Services Agreement entered into by and between the Library JPA and the County, as described in Section IV.A., below.

B. Actions of the Governing Board

Actions of the Governing Board shall be taken only if a quorum is in attendance, and shall be effective upon approval of a majority of the members present. A quorum is one more member than half of the total membership. The Governing Board shall select a Chair and Vice-Chair and shall meet at least annually to consider and approve the budget of the Library JPA for the next fiscal year, elect officers, and conduct any other necessary business. The Board may also hold other special meetings as convened by the Chair.

C. Powers of Governing Board

1. The Library JPA, through its Governing Board, may acquire, purchase, lease, own or dispose of real and personal property and equipment, and make and enter into contracts, as may be required to meet the purposes of this Agreement. It may employ agents and employees, hire independent contractors, operate public works improvements and facilities, sue and be sued in its own name, incur debt, and invest surplus funds. It is authorized to form and appropriately associate with one or more IRC 501(c)(3) non-profit corporations devoted to developing additional programs and funds for operation of the libraries, and engage in other development activities.

2. The Governing Board is responsible for establishing policies for the Library JPA in accordance with this Agreement, within the limits of the approved annual budget. The Governing Board shall create, adopt and maintain by-laws and related policies to provide for the conduct of its business.

3. The Governing Board shall submit an annual budget for Library Services to the County Board of Supervisors for its approval. The budget shall describe Library JPA revenues by source and amount, and describe how and for what purposes and what amounts said funds shall be expended. Once the budget is approved by the County, property tax revenues received by the Library JPA shall be its sole property.

4. The Governing Board may delegate any or all of these powers, except the power to sue and be sued and approval of an annual budget, to the Operations Committee or Library Director for purposes of program development and implementation or policy formulation.

D. Operations Committee

Subject to this Agreement, the Bylaws, and the direction of the Governing Board, the Operations Committee shall be responsible for administration and oversight of the day to day operations of the Library System, working through the Library Director. The Operations

1 Committee will be comprised of the Chief Executive Officer of each city which is a Party, or
2 his/her designee, and the representative designated by the County ("County Representative").
3 Operations Committee Members will serve without consideration of terms or tenure and without
4 additional compensation. The Operations Committee will meet at least quarterly, but may meet
5 more often, upon the call of its Chair, as needed. Actions of the Operations Committee shall be
6 taken only if a quorum is in attendance, and shall be effective upon approval of a majority of the
7 members present. A quorum is one more member than half of the total membership.

8 **E. Notice of Meetings**

9 Notice of the time and place and the conduct of all regular meetings shall be in accordance
10 with the Ralph M. Brown Act and notices shall be posted in all community libraries in the Library
11 System. The Library Director and Governing Board Chair shall be responsible for the preparation
12 and posting of the Board's agenda in compliance with the Brown Act.

13 **F. Bylaws**

14 The Governing Board shall act to amend its bylaws as deemed necessary to the smooth and
15 successful implementation, administration, and operation of the Library JPA. Amendments to the
16 bylaws shall become operative upon approval by a two-thirds vote of the Governing Board.

17 **G. Personnel Committee**

18 1. The Personnel Committee shall consist of: the Governing Board Chair and
19 Vice-Chair; the County Board of Supervisors' member of the Governing Board (if such member
20 is not serving as Chair or Vice-Chair); the County Representative; and the Chair of the Operations
21 Committee (or Vice-Chair if the County Representative is serving as Chair of the Operations
22 Committee).

2. The Personnel Committee shall perform the following functions:

a. Serve as a forum for dispute resolution resulting from the Staff

Services Agreement, or other matters involving services provided to the Library JPA by County staff.

b. With input from the full Governing Board, conduct performance

reviews of the Library Director and make recommendations to the County as the final authority.

c. Initiate and conduct a recruitment and selection process for Library

Director, in consultation with the Governing Board. The Personnel Committee will present a list of up to three qualified candidates with a recommendation to the County Representative for final selection and appointment.

IV. Employees

A. Staff Services Agreement

1. The Library JPA shall contract with the County to provide a Library

Director, and may contract with the County to provide other staff services. Such staff shall be subject to the County's labor agreements and personnel rules. All costs of such services shall be paid for from Library JPA funds. The County will consult with the Governing Board regarding any personnel rule changes which impact Library staff. The Library JPA also may contract with any other Party or may employ its own personnel for additional personnel services deemed necessary, provided that any such additional personnel services do not conflict with the Staff Services Agreement, or interfere with the obligations of the County, the Library Director or Library staff employed by County arising out of the employment relationship.

2. The Staff Services Agreement with the County shall describe the County's

responsibilities for the administration of the policies adopted by the Library JPA Governing Board.

The agreement shall also describe the Library Director's administrative responsibilities with the County.

3. Provided the Governing Board complies with the notice provisions for termination contained in the Staff Services Agreement, the Library JPA may arrange for staffing services from other sources, or may become the direct employer of Library Services staff. The Governing Board and the County may mutually agree to change, instead of terminating, the Staff Services Agreement.

B. Library Director

1. The Library Director shall be appointed and employed by the County of San Mateo. Unless otherwise designated by the Governing Board and approved by the County Representative, the Library Director shall have the duties and responsibilities of County Librarian as provided for in State law.

2. The terms of employment shall be determined by the County and shall be contained in a position classification.

3. Under the direction of the Governing Board, the Library Director determines the scope and nature of library services and needed plans for the expansion and modification of library services. The Library Director reports to the County on administrative matters in accordance with the Staff Services Agreement.

V. Support Services

A. General Support Services

1. The Governing Board may contract to provide other administrative services such as legal, purchasing, payroll, budget and other support services to the Library JPA with the costs of these services paid for from Library JPA funds; provided that the Governing Board may not contract for payroll services or other employee related support services (including, by way of example, classification, compensation, employment benefits, labor negotiations, performance, discipline and workers compensation or assignment matters) provided to any employees covered

by the Staff Services Agreement.

2. Subject to agreement by the County, the Governing Board may add other administrative services to the Staff Services Agreement.

B. Treasurer

1. The County Treasurer shall perform the statutory duties required by the Government Code for the Library JPA. The Library JPA may invest surplus funds outside the County Treasurer.

C. Controller/Auditor

1. The County Auditor/Controller shall perform the statutory duties required by the Government Code for the Library JPA.

2. The Governing Board has the authority to contract for accounting services or to perform them with its own employees.

3. The Governing Board has the authority to contract for auditing services. The County shall retain the authority to conduct its own audits of the Library JPA at no cost to the Library JPA.

D. Legal Counsel

The Library JPA shall employ its own Counsel or designate one of its members to provide legal services, with the consent of that member.

VI. Financial Provisions

A. Annual Budget

1. The Governing Board shall adopt and submit annually to the County Board of Supervisors a budget containing the estimates in detail of the amount of money necessary for the Library Services for the ensuing year, together with an estimate of all revenues other than tax revenues which are anticipated. The Governing Board's proposed budget shall be submitted in a

format acceptable to the County and on a schedule as established by the County Manager, with the expectation that the Board of Supervisors, acting on the recommendation of the Governing Board, shall adopt by July 1st of each year an annual operating budget for the Library JPA setting forth anticipated expenses, financing sources and proposed service levels necessary to carry out the purposes of this Agreement.

2. The estimate of total expenditures, as finally fixed and adopted by the Board of Supervisors, constitutes the appropriation for the Library Services for the period for which the budget is intended to apply. The Governing Board shall have authority to expend funds within the appropriations for the Library Services as defined in this section, except that the monies specified in the Governing Board's budget for salaries and employee benefits, fixed asset purchases or capital expenditures shall not be exceeded without a transfer or other appropriate augmentation of said budget category as authorized by standard County policies and procedures. The fiscal year for the Library JPA shall be from July 1st of each calendar year to June 30th of the following calendar year. Any individual Party may enhance Library services at particular libraries with additional funds contributed by that Party.

B. Revenues

1. The Parties to this agreement hereby reconfirm existing Library System revenue sources and commit to their continuance at their current proportion to the extent permitted by general law. These revenue sources include:

- a. San Mateo County Free Public Library Property Tax
 - b. Motor Vehicle in Lieu tax distributed to libraries
 - c. State and Federal Library Services Act funds
 - d. Interest
 - e. Other monies which may be appropriated by the State Legislature
- for the specific benefit of county public libraries

1 2. The Governing Board is authorized to apply directly for grants and
2 donations.

3 **C. Library Funds**

4 The revenue derived from property taxes or other monies allocated to the San Mateo
5 County Free Library shall be deposited with the County Treasurer as required by State Law and
6 shall be paid out to and for the Library JPA for the purposes authorized in this Agreement. Other
7 monies acquired by the Library JPA through donation, gift, devise, bequest, or otherwise for
8 Library purposes shall be paid into either the County Treasury or other fund maintained by the
9 Library JPA, and shall be paid out for the purposes authorized in this Agreement.

10 **D. Allocation of Property Tax Dollars**

11 1. Notwithstanding any other provision of this Agreement, for each fiscal year
12 the Library service revenue allocated to libraries in each member city shall not be less than the
13 estimated library property tax revenue attributable to property located in that city. Subject to
14 paragraph 2, below, in the event that the allocated library service revenue for a member city
15 exceeds the amount required to maintain the minimum library service for that member, such excess
16 funds shall, after deduction of any activities approved by the Governing Board for library related
17 expenditures within that city, be restricted and held by the JPA for library related activities within
18 that member city including but are not limited to, facility maintenance, facility remodeling or
19 expansion, increased service hours, or increased material and equipment purchases, as mutually
20 agreed by the Library JPA and the city council of that member city.

21 2. In the fiscal year following the completion and opening of the new Atherton
22 Library (tentatively July 1, 2021- June 30, 2022), excess funds, after deduction of any activities
23 approved by the Governing Board for library related expenditures within a member city, shall be
24 split 50%-50% between the Library JPA and the member city to which those excess funds are
25 attributable. This provision shall be reviewed every three years.

E. Minimum Service Levels

1. The Parties to this agreement agree to minimum service levels as follows, provided revenues are maintained at the 2017-18 fiscal year level:

a. For Parties of less than 6,500 in population, base library service shall be 40 hours per week and for Parties of over 6,500 in population, base library service shall be 60 hours per week.

b. Unincorporated area residents are currently served at libraries located in and maintained by member cities and operated by the Library JPA; or by a City itself. Since the County does not have a discrete library branch it has been the practice of the Governing Board to allocate Library property tax monies collected in the unincorporated areas to fund long-term service agreements with Redwood City and Daly City and to insure minimum service levels at all San Mateo County Library branches. All Parties to this Library JPA recognize that the discretion the Governing Board has with respect to the unincorporated area tax revenues is crucial to the continued functioning of the Library Services and the provision of minimum services to all members.

2. The Bookmobile and other mobile and outreach services will continue to provide services beyond library facilities and be responsive to community needs.

3. Administration and other systemwide support services, regional services, access agreement payments to other libraries, and a base service level of 40 or 60 hours per Party will be funded with Library System revenues, subject to the property tax restriction identified in VI (D).

4. Each Party may supplement revenues to provide for enhanced services at individual library facilities, but no Party shall be required to make a revenue contribution for additional services beyond the minimum service levels provided for in this agreement.

5. In the event that library revenues are not sufficient to provide minimum

1 service levels, the Governing Board shall reduce services as necessary. Service reductions will be
2 implemented with consideration to maintaining services to all areas and populations, while
3 maintaining the revenue allocations specified in Section VI (D).

4 **F. Library Administration Building**

5 1. The 125 Lessingia Road building is owned by the County and is dedicated
6 for the use of the Library JPA. The building operations costs shall be paid from Library JPA
7 funding sources.

8 2. The Governing Board may investigate and implement building operations
9 and maintenance arrangements independent of the County, in which case the building charges
10 would be adjusted accordingly.

11 **VII. Property**

12 **A.** The materials in the Library collection and all furniture and equipment used for
13 Library services shall be and remain the property of the Library System on termination of this
14 Agreement except as otherwise provided in Section I (E). Insurance for this material is the
15 responsibility of the Library JPA.

16 **B.** Maintenance, repair and all capital improvements to new and existing city library
17 facilities shall be the responsibility of the facility owner, or pursuant to an agreement approved by
18 the Governing Board and the facility owner.

19 **VIII. Insurance Provisions**

20 **A.** The County shall add the Library JPA to its existing excess liability insurance
21 coverage and shall maintain such coverage in full force and effect during the life of the Agreement.
22 Coverage and limits shall be equivalent to that provided to Agencies and Departments of the
23 County.

24 **B.** Unless the parties determine otherwise, County shall provide for the defense of any
25 claims or litigation within the self-insured retention limits set forth in subsection A.

C. 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 paid from the Library JPA funds, including, but not limited to, all costs of defense, including attorneys' fees. Any additional costs incurred by County in adding the Library JPA to its excess liability insurance coverage shall be borne by the Library JPA.

IX. Notices

The Library Director shall file all notices with the Secretary of State as required by Government Code Section 6503.5 and shall be responsible for any other notices required by law.

X. Amendments

This Agreement may be amended by a two-thirds vote of the Parties to this Agreement. In the event there is a change in law affecting a material term of this Agreement, the Parties agree to engage in good faith negotiations on a successor agreement within 45 days being notified of the change in law.

XI. Authorization and Execution

By the execution of this Agreement, each Party hereby authorizes its respective Chief Elected Official to execute such documents as may be necessary to carry out the terms of this Agreement. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which constitute one and the same agreement.

G.

File Attachments for Item:

G. Receive 2022 Annual Mandated Fire and Life Safety Inspections



CITY COUNCIL AGENDA REPORT

Meeting Date: 01/19/2023

From: Assistant Fire Marshal Chief Craig Wittner

Subject: 2022 Annual Mandated Fire and Life Safety Inspections

Community Goal/Result

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

Purpose

To ensure the health and safety of the public through a mandated fire and life safety program. California Health & Safety Code Section 13146.2 requires all fire departments including the North County Fire Authority to report annually its compliance with Sections 13146.2 and 13146.3.

Recommendation

It is requested that the City Council acknowledge that North County Fire Authority has completed required annual mandated fire and life safety inspections within the City of Brisbane for 2022.

Background

To ensure the health and safety of the public through a mandated fire and like safety program, California Health and Safety Code 13146.2 requires all fire departments including North County Fire Authority to perform and report annually with sections 13146.2 and 13146.3 of the California Health and Safety Code, inspections in every occupancy used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities.

Requesting the City Council of the City of Brisbane acknowledge fulfillment of the requirements of the in compliance with Health and Safety Code Sections 13146.2 and 13146.3, the North County Fire Authority reports the following relating to those inspections:

A. EDUCATIONAL GROUP E OCCUPANCIES: Total 2

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. During calendar year 2022, the North

County Fire Authority inspected 2 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period; and

B. RESIDENTIAL GROUP R OCCUPANCIES: Total 50

Residential Group R occupancies are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies, including those designated as residential care facilities. These residential care facilities have several different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. During calendar year 2022, the North County Fire Authority inspected all 50 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

Fiscal Impact

None

Measure of Success

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

Craig Wittner

Craig Wittner, Assistant Fire Marshal

Clay Holstine

Clay Holstine, City Manager