



**"The City With a Heart"**

Jim Ruane, Mayor  
Rico E. Medina, Vice Mayor  
Ken Ibarra, Councilmember  
Irene O'Connell, Councilmember  
Michael Salazar, Councilmember

## **AGENDA**

### **SAN BRUNO CITY COUNCIL – SPECIAL MEETING CLOSED SESSION**

**February 25, 2014**

**6:00 p.m.**

**Meeting Location: San Bruno Senior Center, 1555 Crystal Springs Road, San Bruno, CA**

City Council meetings are conducted in accordance with Roberts Rules of Order Newly Revised and City Council Rules of Procedure. You may address any agenda item by standing at the microphone until recognized by the Council. All regular Council meetings are recorded and televised on CATV Channel 1 and replayed the following Thursday, at 2:00 pm. You may listen to recordings in the City Clerk's Office, purchase CD's, access our web site at [www.sanbruno.ca.gov](http://www.sanbruno.ca.gov) or check out copies at the Library. We welcome your participation. In compliance with the Americans with Disabilities Act, individuals requiring reasonable accommodations or appropriate alternative formats for notices, agendas and records for this meeting should notify us 48 hours prior to meeting. Please call the City Clerk's Office 650-616-7058.

**1. CALL TO ORDER:**

**2. ROLL CALL:**

**3. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:** Individuals allowed three minutes, groups in attendance, five minutes. If you are unable to remain at the meeting, ask the City Clerk to request that the Council consider your comments earlier. It is the Council's policy to refer matters raised in this forum to staff for investigation and/or action where appropriate. The Brown Act prohibits the Council from discussing or acting upon any matter not agendaized pursuant to State Law.

**4. CLOSED SESSION:**

- a. Conference with Legal Counsel – Existing Litigation Pursuant to Government Code 54956.9 (d)(1): Rapada v. City of San Bruno.
- b. Conference with Labor Negotiators Pursuant to Gov't Code Section 54957.6; Agency Designated Representatives: City Manager, Human Resources Director, Employee Organizations: Miscellaneous, Police, Mid Management, Public Safety Mid Management and Fire Bargaining Units.

**5. ADJOURNMENT:**

The next regular City Council Meeting will be held on February 25, 2014 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.



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- 1. CALL TO ORDER:**
- 2. ROLL CALL/PLEDGE OF ALLEGIANCE:**
- 3. ANNOUNCEMENTS:**
- 4. PRESENTATIONS:**
- 5. REVIEW OF AGENDA:**
- 6. APPROVAL OF MINUTES:** Special Council Meeting of February 6, 2014, Regular Council Meeting of February 11 and Special Council Meeting of February 11, 2014.
- 7. CONSENT CALENDAR:** All items are considered routine or implement an earlier Council action and may be enacted by one motion; there will be no separate discussion unless requested by a Councilmember, citizen or staff.
  - a. Approve:** Accounts Payable of January 27, February 10 and 18, 2014.
  - b. Approve:** Payroll of February 9, 2014.
  - c. Accept:** Reconciliation of General Ledger to Bank Reports and the Investment Reports Dated January 31, 2014.
  - d. Adopt:** Resolution Authorizing the Expansion of the 2014 Summer Concerts in the Park Series to Include Fridays in September
  - e. Adopt:** Resolution Accepting a Donation from the San Bruno Nutrition Site Council to Purchase a Multifunction Copier for the Senior Center in the Amount of \$6,595.
  - f. Adopt:** Resolution Accepting and Appropriating a \$9,500 Grant from Pacific Library Partnership for Production of Centennial Digital Audio and Video Oral Histories and Programming.
  - g. Adopt:** Resolution Authorizing the City Manager to Execute Amendment to Agreement with Vavrinek, Trine, Day & Co. Extending Financial Audit Services for Annual Audit through June 30, 2015.

- h. **Adopt:** Resolution Authorizing the City Manager to Execute an Agreement for Joint Operational and EMS Training Services and Administration Program between the Fire Agencies of Belmont, Central County Fire, Foster City, Millbrae, San Bruno and San Mateo.
- i. **Adopt:** Resolution Authorizing the City Manager to Execute a First Amended Joint Exercise of Powers Agreement with the San Mateo Operational Area Emergency Services Organization.

**8. PUBLIC HEARINGS:**

- 9. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:** Individuals allowed three minutes, groups in attendance, five minutes. If you are unable to remain at the meeting, ask the City Clerk to request that the Council consider your comments earlier. It is the Council's policy to refer matters raised in this forum to staff for investigation and/or action where appropriate. The Brown Act prohibits the Council from discussing or acting upon any matter not agendaized pursuant to State Law.

**10. CONDUCT OF BUSINESS:**

- a. Adopt Resolution Adopting the 2014 Updated Sewer Master Plan.
- b. Adopt Resolution Authorizing the City Manager to Execute a Contract with Nor-Cal Pipeline Services for Construction of the Chestnut Sewer Rehabilitation Project in the Amount of \$55,805 and Approving a Construction Contingency of \$11,195.
- c. Adopt Resolution Approving Memorandum of Agreement Regarding Funding for Construction of an Animal Care Shelter.
- d. Adopt Resolution Authorizing the City Manager to Execute a Multi-Year Contract with West Valley Construction Company, Inc. for Sewer Spot Repair Services in an Amount not to Exceed \$175,000 for Fiscal Year 2013-14.
- e. Adopt Resolution Approving the City to Co-Sponsor the Annual San Bruno Relay for Life Event.

**11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES:**

**12. COMMENTS FROM COUNCIL MEMBERS:**

**13. CLOSED SESSION:**

**14. ADJOURNMENT:**

The next regular City Council Meeting will be held on March 11, 2014 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.



Jim Ruane, Mayor  
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## **MINUTES – SPECIAL MEETING – AMENDED 2/5/14**

### **SAN BRUNO CITY COUNCIL**

**February 6, 2014**

**6:00 p.m.**

**Meeting Location: City Hall, 567 El Camino Real, Room 115, San Bruno, CA**

**1. CALL TO ORDER: THIS IS TO CERTIFY THAT** the San Bruno City Council met on February 6, 2014 at San Bruno's City Hall, 567 El Camino Real, Room 115, San Bruno, CA. The meeting was called to order at 6:00 p.m.

**2. ROLL CALL/PLEDGE OF ALLEGIANCE:**

Presiding was Mayor Ruane, Vice Mayor Medina and Council Members Ibarra, O'Connell and Salazar. Recording by City Clerk Bonner.

**3. ANNOUNCEMENTS:** None.

**4. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:** None.

**4. CONDUCT OF BUSINESS:**

a. Adopt Resolution Approving Findings of Necessity and Need for Amendments, Deletions and Additions to the 2013 Building and Fire Code Ordinances.

**Community Services Director Woltering** gave an overview of the staff report. **Deputy Fire Chief Downing** and **Battalion Chief/Fire Marshall Allan** gave an overview of the staff report. Clarification was made that this resolution was to complete previous presentations made at the January 28, 2014 meeting.

**Councilmember Salazar** asked about the estimated cost of \$5,000 to \$7,000. and if it is comparable in the industry? **Allan** said that is typically where they are running for a single and multi-story buildings of two or less.

**Councilmember Salazar** asked about the 70% threshold for requiring a full house sprinkler system, he said these costs are assuming there is a completely open shell for running the plumbing. **Allan** said it depends on construction type and the 70% number was picked because they want to minimally impact residents. **Councilmember Salazar** said he believed the 70% was subjective and he wondered if there wasn't a better measure. **Allan** said it was extremely rare that there would be any substantial walls remaining. He said these are the homes where you ask yourself why the home wasn't knocked down in the beginning. Typically they are shells and lots of times there are no roofs. He said they felt 50% was too restrictive.

**Councilmember Salazar** asked if the water pressure is adequate to support the supply for a fire sprinkler. **Allan** said they use a two-head count to control a fire in a residence, approximately 30 gallons per minute. Most areas within the City are capable of producing that amount of water. **Downing** said it is the building code that governs the increase in water.

**Councilmember Salazar** asked how many qualified water sprinkler fitters are in the area. **Allan** said it is not that competitive and there are quite a few.

**Councilmember Ibarra** asked what is the ordinance now on water sprinklers, other than new construction. **Allan** and **Downing** said no retro-fit.

**Councilmember Ibarra** asked why the building code adoptions only take place every few years rather than every year. Can't an amendment be done at any time? **Downing** said the code adoption process is every three years and that is when they are allowed to open up the ordinances to be adopted.

**Councilmember Ibarra** wanted to direct the conversation into saving lives and safety and at the previous Council meeting he was told this would affect five to ten homes in a given year. He said \$5,000 to \$7,000 on a project could be very challenging. He said there are old apartment/multi-residential buildings that may never get a retrofit. **Allen** said there is already an ordinance that addressed commercial and multi-residential that has already been adopted when a building is over 7500 square feet. **Chief Ladas** said this item was brought forward because it was thought to be in the best interest of the community. **Councilmember Ibarra** said if we really wanted to save lives, why a 50% improvement isn't being suggested.

**Councilmember Ibarra** asked how many residents in this town don't have smoke detectors. **Downing** and **Allan** shared their outreach efforts to make sure every resident knows of smoke detector necessity as well as availability.

**Councilmember Ibarra's** commented on the mandate that plumbing fixtures need to be replaced by the year 2017, per the California Green Building Code. He said he didn't know why this was so important when comparing water conservation with life safety. He said if we really want to get to safety, he could not approve 70%. **Downing** said the 70% was brought in because they felt it was a sensitive subject to San Bruno's Council and they wanted to be a little bit more conservative. He said this is a life safety addition to the resident's homes and it puts us in line with our neighbors in the County. **Allen** said they were trying to come up with the best compromise that will capture the most homes possible, minimally impacting those it does capture.

**Councilmember O'Connell** said any building renovations that are done, the building inspectors come out and check every single room for the smoke detectors as well as the carbon monoxide detectors. She said we are making progress.

**Councilmember O'Connell** introduced the resolution for adoption, **Mayor Ruane** and **Councilmember O'Connell** voted yes, **Vice Mayor Medina** and **Councilmembers Ibarra and Salazar** voted no.

**Councilmember Salazar** commended staff for their work and the collaboration between the Fire and Building Departments. He said he would like to see a stronger focus on prevention. What can really be done to stop these fires from happening?

**Councilmember Ibarra** said he was in favor of an outreach as referenced in the staff report. He said he believed it is about saving lives.

**Mayor Ruane** asked the no votes if 70% was the issue.

**Councilmember Salazar** said he did not believe throwing a percentage out addressed all the scenarios. He agreed in an outreach program. He also said there needed to be more of an assessment of each project.

**Councilmember Ibarra** asked if there was an insurance benefit. **Downing** said about 10%

**City Attorney Zafferano** suggested the resolution be introduced with the exception of the fire sprinkler portion so the entire matter can move forward at the next meeting.

**Councilmember Salazar** asked for clarification of what will be remaining. **Woltering** said the staff report from the January 28 meeting for both areas, the Building Area Division, there is a listing of the carryover of local amendments from the last code adoption that would carry over. In addition, the Fire Department staff has listed a number of code amendments that would go into the Fire code. They are listed on Pages 4, 5 and 7.

**Councilmember Medina** thanked staff for their thoughtful answers. He felt there could be more done and asked if there was a different angle to go about this.

**Mayor Ruane** said it establishes a benchmark and it is a big start. He asked this to be brought back in the near future with more suggestions. He said it opens the door. He said this needs to come back.

**Vice Mayor Medina** said if things can be looked at, outreach and real value.

**Councilmember O'Connell** said the sprinkler system is a start.

**Fire Chief Ladas** said they would get back to Council with all their questions.

**Councilmember O'Connell** introduced the resolution in its entirety with the exception of the fire sprinkler and passed with a unanimous vote.

b. Adopt Resolution Waiving the Competitive Bidding Process and Authorizing the City Manager to Execute a Contract with Eaton Pumps Sales and Services for Emergency Repair to the Forest Lane Well in the Amount of \$35,948 and Authorizing a Construction Contingency of \$3,600.

**Vice Mayor Medina** recused himself from Item 4.b. because of his proximity of 500 feet to the subject matter.

**City Attorney Zafferano** said this item needs a 4/5 vote (because one member recused himself) and the following item (4.c.) needs a unanimous vote to waive the competitive bidding process because there is an emergency in this particular situation. He said there is a significant time and expense to go through the public bidding process which can be a bare minimum of about 45 days. He said they are working on a program, which is allowed by State law to streamline competitive bidding process for projects under \$175,000. This should come back to Council some time later in the year. Those projects would all still be subject to Council approval.

**Deputy Public Works Director Burch** gave an overview of the staff report and asked for questions.

**Councilmember Salazar** asked if we were being too lax with the term "emergency." **Public Services Director Fabry** said the City has the ability to purchase more water. What makes this situation more sensitive right now is the emergency state-wide drought situation and it puts the City at a higher risk if the resources are not available. **City Attorney Zafferano** said the State Law includes necessary to mitigate the loss or repair of property.

**Councilmember Salazar** said if this was to go out to bid, would this contractor be competitive. **Burch** said they are very reputable.

**Councilmember Ibarra** asked if the motor was being repaired or is the City getting a new motor? **Fabry** said it is a new motor and the price includes installation.

**Councilmember O'Connell** introduced the resolution for adoption and passed with a unanimous vote. Vice Mayor Medina recused.

c. Adopt Resolution Waiving the Competitive Bidding Process and Authorizing the City Manager to Execute a Contract with Corby Gould Pools, Inc. for Emergency Replacement of the Swimming Pool Plumbing in the Amount of \$70,500 and Authorizing a Construction Contingency of \$9,500.

**Community Services Superintendent Brewer** gave an overview of the staff report and asked for questions.

**Councilmember Salazar** asked for clarification of an emergency. **Brewer** said they knew the leaks were there, but they were waiting for the CIP to be approved. In the meantime, the surge tank which controls the levels and chemicals in the pool began to leak. They had to stop using the tank and when they did the other leaks became more evident.

**Councilmember Salazar** said there have been a number of leaks over the past few years and he asked at what point do we say we are throwing good money after bad. **Interim Community Services Director Burns** said Council in the CIP had approved replacing the plumbing and they believe the pool is in sound condition.

**Councilmember Ibarra** asked if there is a guarantee. **Burns** said there are three components to the pool. The shell itself, the plumbing system and then the equipment. Through this project all of the plumbing, exchanging water from the pool would be replaced and warranted. So if there were leaks, there would be a mechanism for replacing it. She said at this time they don't believe there is a problem with the equipment causing the leaking.

**Vice Mayor Medina** said when he was on the Park and Recreation Commission they did a survey and went out to see what it would cost to replace the pool and the estimate was \$4.5 million. He asked if the leaks were throughout the whole system. **Burns** concurred. **Vice Mayor Medina** said when he was on the Commission, they had problems and were putting Band-Aids on this type of situation that needed to be corrected. He was concerned we will find more when repairing. **Brewer** said there is a company that maintains the pool year-round and they are reasonably certain that the pool is structurally sound.

**Councilmember O'Connell** introduced the resolution for adoption and passed with a unanimous vote.

d. Receive Report and Provide Direction Regarding Development of Plans for the Celebration of the City's First 100 Years of Incorporation and December 23, 2014 Centennial.

**Interim Community Services Director Burns** gave an overview of the staff report. She suggested a day in the park in July or August with a barbeque and pool party. She said she was able to secure Skyline College for Saturday, December 6 as a place holder for the Gala Celebration. Additionally there are a number of standing events listed throughout the year as well as suggestions for additional events and mementos. Artichoke Joe's donated \$50,000 and with the \$30,000 so far budgeted and an additional \$10,000 in 2014-15 operating budget, potentially grow to \$90,000. She asked for direction from Council.

**Councilmember Salazar** asked if downtown will have banners or flags. **Mayor Ruane** said that has been discussed. He said they wanted to have three major type events during the year, the Posy Parade, a very affordable barbeque and a gala event with a lot of small stuff interspersed.

**Vice Mayor Medina** said he wanted to be careful on the merchandise because at the 75<sup>th</sup> anniversary there was material still being handed out five years later. He suggested the option of sponsorships to make things affordable. He attended a Lions' meeting and they are very excited to be part of the celebration. He suggested instead of a baseball game at the end of the parade, another event could take place to keep people around.

**Mayor Ruane** said the Chamber is really expanding and would very much like to participate. He said they (himself and Vice Mayor Medina who are heading up the Centennial committee) are looking for general guidance and appreciate any input.

**Councilmember O'Connell** said the schedule was great and it is wonderful Artichoke Joe's was so generous and the other sponsors will help keep the costs down. She said the more we can involve the youth, the better. She said banners are great and shared a coin she had from 1946.

**Councilmember Ibarra** said the Lions' Club is very restrictive to change and not everyone is in favor of moving the baseball game. He suggested maybe the parade can be extended to the upper field of the Park. He asked if there will be a book. **Burns** said they are looking at a magazine that is published by the History Museum. **Councilmember Ibarra** was in favor of a smaller hardbound book. He asked if there will be a temporary special area where everything will be to see the memorabilia throughout the year. **Burns** said they are looking at a card that would tell the various locations in the City of historic value.

**Councilmember O'Connell** asked if there was a library/computer project. **Assistant Community Services Director Alita** shared a grant the Library received to do a three-component project. The first is to take the Library's images and other data about San Bruno and create a digital time-line where people can go on line and see all the major events that happened during each decade; the second is to work with Cable to create both audio and video interviews with residents; the third is a mixture of lectures about San Bruno history, some children's programming to introduce today's San Bruno youth to what it was like to be a youth 100 years ago. **Mayor Ruane** added there were teachers at Capuchino who would like to work on these projects.

**Vice Mayor Medina** said some of the folks they met with were not in favor of a book. He said going forward, it is really about what will be playing in the future.

#### 14. ADJOURNMENT:

**Mayor Ruane** closed the meeting at 7:47 p.m. The next regular City Council Meeting will be held on February 11, 2014 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Respectfully submitted for approval  
at the City Council Meeting of  
February 25, 2014

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Carol Bonner, City Clerk

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Jim Ruane, Mayor

# "The City With a Heart"



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Rico E. Medina, Vice Mayor  
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## MINUTES SAN BRUNO CITY COUNCIL & SAN BRUNO SUCCESSOR AGENCY

February 11, 2014

7:00 p.m.

**1. CALL TO ORDER: THIS IS TO CERTIFY THAT** the San Bruno City Council met on February 11, 2014 at the San Bruno Senior Center, at 1555 Crystal Springs Rd., San Bruno, CA. The meeting was called to order at 7:00 p.m. **Vice Mayor Medina** thanked the Garden Club for the beautiful flower arrangement.

**2. ROLL CALL/PLEDGE OF ALLEGIANCE:**

Presiding was Vice Mayor/Vice Chair Medina, Council/Board Members Ibarra, O'Connell and Salazar. Mayor Ruane was excused with notice. **Robert Riechel** led the Pledge of Allegiance. Recording by City Clerk Bonner.

**3. ANNOUNCEMENTS:** None.

**4. PRESENTATIONS:**

Receive Presentation on the San Francisco Public Utilities Commission Harry Tracey Water Treatment Plant Improvement Project. **Maureen Barry**, Communications and **Calvin Huey**, Project Manager from the PUC gave a powerpoint overview of the project. **Barry** said the Harry Tracey Water project is 70% complete and is expected to be completed by December of 2014. **Huey** said he would be glad to answer any questions.

**Councilmember Ibarra** said Council had toured the plant and asked how many gallons would be stored in there. He also asked how thick the wall and how tall the tank is. **Huey** said the storage is about 11 million gallons, giving them the ability to produce about 140 million gallons per day of treated water. He said the wall varies from 1 to about 2 feet thick and it is about 50 to 60 feet tall.

**5. REVIEW OF AGENDA:**

**Vice Mayor Medina** moved Item 11. to follow Item 8. He also said items 10.e. and 10.f. need to be moved to the February 25 meeting. **City Manager Jackson** said Item 10.e. was pulled because there continues to be new information that staff believes needs additional review and analysis and 10.f. because it was not possible to distribute the staff report timely to the City Council.

**6. APPROVAL OF MINUTES:**

**Vice Mayor Medina** said the minutes will be presented at the next Council meeting.

**7. CONSENT CALENDAR:**

- a. **Approve:** Accounts Payable of February 3, 2014.
- b. **Approve:** Payroll of January 12 and 26, 2014.

- c. **Adopt:** Resolution Approving the Recognized Obligation Payment Schedule 14-15A and Successor Agency Administrative Budget for the Period July 1, 2014 through December 31, 2014.
- d. **Approve:** Successor Agency Accounts Payable of September 16 and 30, October 7 and 21, November 25, 2013 and January 21, 2014.

**M/S Ibarra/O'Connell** to approve the Consent Calendar and passed with four ayes. Mayor Ruane excused with notice.

## 8. PUBLIC HEARINGS:

- a. Hold Public Hearing, Waive First Reading and Introduce an Ordinance to Regulate the Inspection, Repair and Replacement of Private Orangeburg Pipe Sewer Laterals at the Time of Sale of Residential Property.

**Public Services Director Fabry** gave an overview of the staff report and asked for questions.

**Councilmember Ibarra** said this has been an issue with the Real Estate industry. **Fabry** said most of the cities on the Peninsula already have this type of ordinance and this ordinance has been altered to allow a six-month turn-around. **City Manager Jackson** said part of the staff level work, was to contact other cities to see what was the norm. Many other cities have a six-month turn-around. She said they were not aware of a significant concern.

**Councilmember Ibarra** asked how a homeowner knows if they have orangeburg pipe. **Fabry** said in most cases in the homes of San Bruno a visual determination can be made. In other instances they need to open the ground to see the pipe itself. **Councilmember Ibarra** said if it is found to be orangeburg, the next step is to have video evidence, and wouldn't the video take care of that? **Fabry** said the videoing doesn't really show if it is orangeburg, a visual determination needs to take place. **City Attorney Zafferano** said if the Baykeepers agree to delay implementation of the ordinance for a year that allows residents and real estate agents to prepare for implementation of that ordinance. It also allows for more outreach and gives the individuals time to determine if they need to replace the pipe.

**Councilmember O'Connell** asked why are houses being targeted between 1940 and 1960, not before or afterwards? **Fabry** said in the City's agreement with the Baykeepers, the only homes included were those built between 1940 and 1960 when orangeburg pipe was the most available material. **Councilmember O'Connell** said if the house was built before 1940 there is no need to worry. **Fabry** said everyone should worry about their lateral pipe. She said based on their agreement with the Baykeepers, this was the highest risk problem area.

**Councilmember Salazar** said he asked why this was being limited to orangeburg pipes. He cited other reasons to not limit this to orangeburg pipes. He said in a five year period if an issue arose, is that enough time to say it would be clear after that time. What type of build-up can be created over a twenty-year time span? **Fabry** said sanitary sewer overflows cannot always be avoided. Based on industry and agency experience, after a five year period of time, you can expect it to function properly. After replacement in a twenty-year time span, it would be expected it would function reasonably. **Councilmember Salazar** thought we might be allowing too much time.

**Councilmember Salazar** said at the time of change of ownership it should be checked each time. Whenever anyone has a home for sale, we need to be proactive and are we staffed for that and is that part of the program. **Fabry** said this is the minimum requirement of the five years included in this ordinance. **Councilmember Salazar** asked how we will know, will listings be checked? **City Manager Jackson** said it is not staff's intent to check real estate listings. It

becomes a disclosure requirement for the real estate professional and it is their legal responsibility to advise their clients in the transfer of property.

**Councilmember Salazar** asked if this satisfies the agreement with Baykeepers. **City Manager Jackson** concurred.

**Vice Mayor Medina** opened the Public Hearing. No one wished to speak.

**M/S Ibarra/O'Connell** to close the public hearing and passed with four ayes. Mayor Ruane excused with notice.

**Vice Mayor Medina** said when a video is done of the line while doing a visual inspection, not only can you tell its condition, but you should also be able to tell if it is orangeburg or not. **Fabry** said on the video you cannot make a distinction if the pipe is orangeburg or not.

**Vice Mayor Medina** talked about more frequency and at the time of escrow it is up to the realtor to be sure this is done, with some type of inspection and report that quantifies that. He said in other cities the escrow is held up but there are also mechanisms in other cities to ensure this process gets done.

**Councilmember O'Connell** said she understood the staff put in the ability for the seller to do a bond so they have six months in order to not have to worry about holding up the sale. That should relieve the anxiety over the timing. She said she did not know if more frequency was necessary. We have never had this type of ordinance before and it is a great first start. She said there could be a strong outreach to people regarding fixing their laterals even if it is not orangeburg pipe. When a lateral pipe breaks, raw sewage leaks out and that is what this is all about.

**Councilmember Ibarra** suggested Burlingame be looked at. He felt it is important these property owners should not shy away from wanting to know what their sewer laterals are.

Council discussed orangeburg vs. clay pipes, and the year of installation.

**Councilmember O'Connell** asked for clarification on enacting this ordinance for six months or a year until we hear back from Baykeeper. **City Manager Jackson** said they are recommending that the first reading be completed tonight and the second reading at the next Council meeting. But the action be taken with some modifications from Council's discussion. She also asked for direction about the effective date of the ordinance. The Baykeepers have agreed with the idea that the work undertaken in the Crestmoor neighborhood does satisfy an equivalent one year work of orangeburg pipe inspection and potential replacement.

Council and staff discussed changes to the ordinance and asked for guidance from City Attorney Zafferano. **City Manager Jackson** said Council does not need to defer their consideration. The recommendation is that the change would be a substantive change that would require repeating the first reading, public hearing and a subsequent second hearing, delaying Council's action by two weeks.

**M/S Ibarra/O'Connell** to waive the first reading and passed with four ayes. Mayor Ruane excused with notice.

**Councilmember Ibarra** introduced the ordinance and Councilmember Medina voted aye. Councilmembers Salazar and O'Connell voted no. Mayor Ruane excused with notice. The ordinance failed.

**Councilmember Ibarra** said he would like discussion on how a resident will be affected by this? He didn't think there was enough information orangeburg, etc. He asked for a professional opinion from someone who lives and knows orangeburg.

**City Manager Jackson** said they will return at the next meeting.

b. Hold Public Hearing, Waive Second Reading and Adopt 2013 Fire and Building Code Ordinance to be Adopted by Reference with Amendments.

**Community Services Director Woltering** gave an overview of the staff report and asked for questions.

**Councilmember Salazar** asked about language, one being the City's requirement to enforce these things? **City Attorney Zafferano** said general cities are not required to enforce their ordinances. They have the discretion to enforce those ordinances. **Councilmember Salazar** asked why this is stated. **Zafferano** said it may be a requirement when adopting by reference to explicitly indicate that to make sure it is clear that we don't have the duty to enforce those codes.

**Councilmember Salazar** asked about the violation penalties where it states every day there is an additional charge, without that language does the City still have the ability to impose fines? **Zafferano** said that provision is the same as other provisions in our code where violations of our municipal code can be charged as a misdemeanor. It doesn't happen often but it gives discretion to staff to use code enforcement.

**Councilmember Salazar** asked about the changes made in a Section K that referenced commercial buildings and not residential properties. He said he did not see that stricken or adjusted in the copy he received. **Downing** said our current ordinance states when a new building is built it is mandatory that sprinklers be installed. He said one references new homes and the others reference multi-residential properties and commercial properties. **Councilmember Salazar** found the language contrary. **City Attorney Zafferano** stated the title of Section 903.1.2 is what it is in the State code. He did not believe the subsection needed to be removed.

**Councilmember Ibarra** said in Section 903.6.1 in reference to commercial buildings or non-residential buildings, is it 7500 feet and/or \$30,000 of building permits. **Downing** said the building has to be at least 7500 feet and \$30,000 of alteration which is already existing in our ordinance.

**Vice Mayor Medina** opened the Public Hearing. No one wished to speak.

**M/S Ibarra/O'Connell** to close the Public Hearing and passed with four ayes. Mayor Ruane excused with notice.

**M/S Ibarra/O'Connell** to waive the second reading and passed with four ayes. Mayor Ruane excused with notice.

**Councilmember Ibarra** introduced the ordinance for adoption and passed with four ayes. Mayor Ruane excused with notice.

11. **Ed Fuentes, Personnel Board Chair** introduced the members of the Board. He gave an overview of what has been done over the last year and talked about what will be done going forward.

**Councilmember O'Connell** congratulated the Board for all the work they do. **Councilmember Ibarra** echoed the praises. Vice Mayor Medina thanked them for all they do.

9. **PUBLIC COMMENT ON ITEMS NOT ON AGENDA:** None.

## 10. CONDUCT OF BUSINESS:

a. Receive Oral Report on Outreach to Solicit Applications for Vacant Citizen Advisory Committee, Board and Commission Positions and Consider Appointment of Park and Recreation Commission Youth Commissioner.

**Clerk Bonner** gave an update on the existing vacancies on the Advisory Committees, Boards and Commissions. Three on Citizens Crime Prevention Committee, one on the Community Preparedness Committee and one on the Traffic Safety & Parking Committee. In an attempt to solicit citizens to volunteer, an article was put in the Daily Journal last Thursday, there will be an upcoming article in FOCUS and it has been advertised on Cable. In an additional effort to reach out to the community, she will be sending letters with applications to the 75 individuals who applied to be on the Community Foundation Board.

**Council** unanimously approved the appointment of **Brittany Chin** as the Youth Representative to the Parks and Recreation Commission. Mayor Ruane excused with notice.

b. Adopt Resolution Accepting the City's Comprehensive Annual Financial Report (CAFR), Single Audit, and Measure A Funds Audit Report for the Fiscal Year Ended June 30, 2013.

**Interim Finance Director O'Leary** gave an overview of the CAFR and introduced **Ahmad Gharaibeh** who gave a powerpoint presentation on the audit. He said their firm found our records to be clean and there were no difficulties with the audit.

**Vice Mayor Medina** asked how much we were down because of the loss of RDA. **Gharaibeh** said about \$3.6 million in property taxes but that will funnel back to the other government agencies including San Bruno, but he wasn't sure what the net will be but he guessed 15% or 20%.

**Vice Mayor Medina** asked about the pension liability because of the Gatsby? **Gharaibeh** said they asked the three credit agencies that question and they do not anticipate an impact on the City's credit rating. Gatsby wants this to be taken from a reporting requirement to a recording requirement which impacts equity.

**O'Leary** credited **Darlene Wong, Accounting Manager**, who put a significant effort in the completion of the audit. He said the Finance Department believes the auditors adhered to the finance contract. He asked Council to extend the auditor's work through the year 2016.

**Councilmember Ibarra** introduced the resolution for adoption and passed with four ayes. Mayor Ruane excused with notice.

**Vice Mayor Medina** asked Finance bring back the item to extend the auditor's contract.

c. Receive Quarterly Financial Update Report as of December 31, 2013 and Adopt Resolution Approving a Mid-Year Amendment for the 2013-14 General Fund, Special Revenues Funds, Enterprise Funds, and Capital Improvement Budgets.

**Interim Finance Director O'Leary** gave an overview of the staff report and asked for questions.

**Councilmember O'Connell** introduced the resolution for adoption and passed with a unanimous vote.

d. Adopt Resolution Approving Installation of a Two-Hour Time Limited Parking Restriction Zone Along Shelter Creek Lane to Provide Street Sweeping Access.

**Public Services Director Fabry** gave an overview of the staff report and asked for questions.

**Councilmember Ibarra** asked if Shelter Creek has been apprised of the City's plans. **Fabry** said they are very pleased with the proposal.

**Councilmember Ibarra** asked why overtime was required. **Fabry** said the routes are calculated in a certain way to minimize the miles traveled for the street sweeper. She said returning to Shelter Creek Lane will add additional time to the street sweeping activities.

**Councilmember Ibarra** introduced the resolution and passed with four ayes. Mayor Ruane excused with notice.

e. Adopt Resolution Authorizing the City Manager to Execute a Multi-Year Contract with West Valley Construction, Inc. for Sewer Spot Repair Services in an Amount not to Exceed \$175,000 for Fiscal Year 2013-14. (Item pulled to February 25.)

f. Adopt Resolution Authorizing the City to Co-Sponsor the Annual San Bruno Relay for Life Event. (Item pulled to February 25.)

g. Receive Oral Report from City Clerk Bonner on her attendance at the New Election Law Seminar, December 4-6, 2013, San Diego, CA.

**Clerk Bonner** gave a report on her attendance at the New Election Law Seminar. At the Seminar, there were updates on the laws of the FPPC and Election Law, Transparency Strategies; as well as an overview of The Brown Act and customer service. They presented a film done by Bob Farrell of Farrell's Ice Cream and the theme was "give them the pickle." He had a customer complain because they asked for an extra pickle in their hamburger and were told they would be charged. They were embarrassed and upset and it was then that Farrell taught all his employees to "give them the pickle." Translating his theory to the jobs of City Clerks has to do with customer service. Give them that extra.

#### **11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES:**

Receive Annual Report from the Personnel Board. (Moved to follow Item 8.)

#### **12. COMMENTS FROM COUNCIL MEMBERS:**

**Councilmember Ibarra** thanked the community for their support of the opening event of Relay for Life.

#### **13. CLOSED SESSION:**

#### **14. ADJOURNMENT:**

**Vice Mayor Medina** closed the meeting at 9:20 p.m. The next regular City Council Meeting will be held on February 25, 2014 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Respectfully submitted for approval  
at the City Council Meeting of  
February 25, 2014

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Carol Bonner, City Clerk

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Rico Medina, Vice Mayor



Jim Ruane, Mayor  
Rico E. Medina, Vice Mayor  
Ken Ibarra, Councilmember  
Irene O'Connell, Councilmember  
Michael Salazar, Councilmember

## **MINUTES**

### **SAN BRUNO CITY COUNCIL – CLOSED SESSION SPECIAL MEETING**

**February 11, 2014**

#### **Immediately following the Regular Council Meeting**

**1. CALL TO ORDER: THIS IS TO CERTIFY THAT** the San Bruno City Council met on February 11, 2014 at the San Bruno Senior Center, at 1555 Crystal Springs Rd., San Bruno, CA. The meeting was called to order at 9:30 p.m.

**2. ROLL CALL/PLEDGE OF ALLEGIANCE:**

Presiding was Vice Mayor/Chair Medina, Council/Board Members Ibarra, O'Connell and Salazar. Mayor Ruane was excused with notice. Recording by City Clerk Bonner.

**3. PUBLIC COMMENT:** None.

**4. CLOSED SESSION:**

**Vice Mayor Medina** stated they would be going into closed session with no reportable action.

a. Liability Claim pursuant to Government Code section 54956.95; Claimants: Ann Marie Buelow, John DeVincenzi; Agency Claimed Against: City of San Bruno.

b. Conference with Labor Negotiators Pursuant to Gov't Code Section 54957.6; Agency Designated Representatives: City Manager, Human Resources Director, and City Labor Negotiator, Geoff Rothman; Employee Organizations: Miscellaneous, Police, Mid Management, Public Safety Mid Management and Fire Bargaining Units.

c. Public Employee Performance Evaluation pursuant to Government Code section 54957: City Attorney.

d. Public Employee Performance Evaluation pursuant to Government Code section 54957: City Manager.

**14. ADJOURNMENT:**

**Vice Mayor Medina** closed the meeting at 10:40 p.m. The next regular City Council Meeting will be held on February 25, 2014 at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road, San Bruno.

Respectfully submitted for approval  
at the City Council Meeting of  
February 25, 2014

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Carol Bonner, City Clerk

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Rico Medina, Vice Mayor

01/27/14

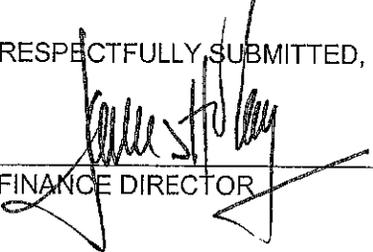
CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$80,448.48
003	ONE-TIME REVENUE	\$4,000.00
132	AGENCY ON AGING	\$7,356.98
133	RESTRICTED DONATIONS	\$20,574.52
190	EMERGENCY DISASTER FUND	\$14,999.43
201	PARKS AND FACILITIES CAPITAL	\$210.00
203	STREET IMPROVE. PROJECTS	\$1,310,805.26
611	WATER FUND	\$297,209.88
621	STORMWATER FUND	\$1,706.02
631	WASTEWATER FUND	\$33,084.62
641	CABLE TV FUND	\$91,286.62
701	CENTRAL GARAGE	\$712.75
702	FACILITY MAINT. FUND	\$7,497.83
703	GENERAL EQUIPMENT REVOLVING	\$553.37
707	TECHNOLOGY DEVELOPMENT	\$913.33
711	SELF INSURANCE	\$8,152.45
880	PROJECT DEVELOP. TRUST	\$330.00
891	S.B. GARBAGE CO. TRUST	\$519,981.89
TOTAL FOR APPROVAL		\$2,399,823.43

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 3 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 146207 THROUGH 146342 INCLUSIVE, TOTALING IN THE AMOUNT OF \$2,399,823.43 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

  
FINANCE DIRECTOR

1-28-2014  
DATE

7.a.

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0017188 3T EQUIPMENT COMPANY INC.	146207	1/27/2014	107.92
0018377 ACEC	146208	1/27/2014	88.90
0000163 AIRPORT AUTO PARTS INC.	146209	1/27/2014	53.61
0017298 ALLSTAR FIRE EQUIPMENT INC	146210	1/27/2014	3,473.33
0018976 ALPHA ANALYTICAL LAB. INC.	146211	1/27/2014	598.00
0102355 AMAZON	146212	1/27/2014	547.19
0017359 AMERICAN EXPRESS	146213	1/27/2014	3,496.07
0000082 AMERICAN MESSAGING	146214	1/27/2014	47.79
0100451 ANDERSON'S SCUBA DIVING	146215	1/27/2014	180.00
0016123 AT&T	146216	1/27/2014	559.05
0017191 AT&T	146217	1/27/2014	190.34
0018007 AT&T	146218	1/27/2014	13,248.61
0018363 AT&T LONG DISTANCE	146219	1/27/2014	15.90
0018583 AT&T MOBILITY	146220	1/27/2014	62.14
0000345 BAKER & TAYLOR BOOKS	146221	1/27/2014	4,222.83
0015628 BAY AREA TREE CO., INC.	146223	1/27/2014	5,875.00
0001849 BAY AREA WATER SUPPLY & CONSERVATION AGEN	146319	1/27/2014	8,790.25
0094055 BRIAN WEATHERS	146224	1/27/2014	87.20
0018323 BSK ASSOCIATES	146225	1/27/2014	669.66
0098544 C & L SPORTS FLOORS	146226	1/27/2014	2,500.00
0090082 C/CAG	146227	1/27/2014	20,000.00
0014739 CAL-STEAM	146229	1/27/2014	16.15
0092118 CALIFORNIA GROUNDWATER ASSN.	146228	1/27/2014	375.00
0105896 CARLOS VALENCIA	146332	1/27/2014	125.00
0100239 CAT BUILDERS INC.	146230	1/27/2014	1,000.00
0017843 CENTRAL COUNTY FIRE DEPT.	146231	1/27/2014	35,752.23
0017284 CHEMSEARCHFE	146232	1/27/2014	386.50
0095632 CHURCH OF THE HIGHLANDS	146234	1/27/2014	410.72
0016324 CINTAS CORPORATION #464	146235	1/27/2014	902.27
0013595 CITY OF SAN BRUNO	146236	1/27/2014	1,143.82
0105091 COLE SUPPLY CO., INC.	146237	1/27/2014	1,769.29
0104552 COLIN PAGE	146299	1/27/2014	250.00
0018911 COMCAST CABLE COMMUNICATIONS	146238	1/27/2014	24,725.10
0104508 COMCAST SPORTSNET CALIFORNIA	146239	1/27/2014	20,794.22
0098656 COMPLETE LINEN SERVICE	146240	1/27/2014	155.92
0102625 CONTEC, LLC	146241	1/27/2014	1,029.01
0015857 COUNTY OF SAN MATEO	146243	1/27/2014	3,567.08
0018331 CSG CONSULTANTS INC.	146244	1/27/2014	3,374.88
0105109 DANIEL BARROS	146222	1/27/2014	4,522.01
0018912 DASH MEDICAL GLOVES INC.	146245	1/27/2014	71.83
0000489 DATA FLOW BUSINESS FORMS LLC	146246	1/27/2014	169.86
0104141 DC&E	146247	1/27/2014	2,356.20
0100972 DONALD CHEN	146233	1/27/2014	3.84
0000198 EBSCO SUBSCRIPTION SVCS.	146249	1/27/2014	221.48
0018799 ECONOMIC&PLANNING SYSTEMS INC.	146250	1/27/2014	4,000.00
0096312 EHS INTERNATIONAL, INC.	146251	1/27/2014	5,500.00
0093685 ERIC JACKSON	146268	1/27/2014	24.95
0017152 ERLER & KALINOWSKI, INC.	146253	1/27/2014	282.22
0000944 FEDEX	146255	1/27/2014	29.19
0018117 FLYERS ENERGY, LLC	146256	1/27/2014	7,094.78
0016193 GALLS RETAIL CA LOCK BOX	146257	1/27/2014	571.25
0099124 GENNARO RUOCCO	146258	1/27/2014	193.60
0016969 GOLDEN IDEAS	146259	1/27/2014	1,880.60

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Vendor Code & Name	Check #	Check Date	Amount
0000162 GRAINGER	146260	1/27/2014	506.31
0095966 GREATAMERICA FINANCIAL SVCS.	146261	1/27/2014	577.51
0096837 GYM DOCTORS	146262	1/27/2014	100.00
0105067 HADRONEX, INC.	146263	1/27/2014	128.00
0102719 HEIDI SCHINDEL	146311	1/27/2014	250.00
0105378 HOME MAID RAVIOLI COMPANY INC.	146264	1/27/2014	108.75
0099054 INTERSTATE TRS FUND	146265	1/27/2014	540.13
0000836 INTOXIMETERS INC	146266	1/27/2014	300.00
0104682 ISG INFRARED SYSTEMS GROUP,LLC	146267	1/27/2014	211.00
0105874 JAMES MIRANDA	146285	1/27/2014	105.00
0098964 JARVIS,FAY,DOPORTO&GIBSON, LLP	146269	1/27/2014	2,821.46
0098126 JENNIE TUCKER	146328	1/27/2014	3,079.53
0103317 JILL ROFII	146307	1/27/2014	996.15
0103342 JMB CONSTRUCTION, INC.	146270	1/27/2014	96,980.75
0000075 K-119 TOOLS OF CALIFORNIA INC.	146271	1/27/2014	89.22
0104699 KEMA INC.	146272	1/27/2014	210.00
0098218 KEN YE	146341	1/27/2014	276.00
0018498 KONICA MINOLTA BUSINESS SOL.	146273	1/27/2014	553.37
0000317 L.N. CURTIS & SONS	146274	1/27/2014	386.95
0096347 LA LORICK ASSOCIATES	146275	1/27/2014	1,481.00
0000849 LEAGUE OF CALIFORNIA CITIES	146276	1/27/2014	14,278.00
0104424 LIDIA'S ITALIAN DELICACIES	146277	1/27/2014	3,560.00
0095766 LIFE-ASSIST, INC.	146278	1/27/2014	702.28
0102701 LISA LUCIANO	146279	1/27/2014	577.50
0017026 LYNX TECHNOLOGIES, INC.	146280	1/27/2014	390.00
0097621 MARIO ESCALONA	146254	1/27/2014	50.00
0105900 MARSH USA, INC.	146281	1/27/2014	7,981.00
0018767 MEGA HERTZ	146282	1/27/2014	3,094.92
0100050 MERRICK KOSKEN	146283	1/27/2014	235.00
0016863 MIDWEST TAPE, LLC	146284	1/27/2014	31.49
0096800 MOBILE CALIBRATION SVCS. LLC	146286	1/27/2014	274.06
0000333 MOSS RUBBER & EQUIP. CORP.	146287	1/27/2014	59.50
0104730 MUNICIPAL EMERGENCY SERVICES	146288	1/27/2014	3,662.40
0000357 NATIONAL CABLE TV CO-OP, INC.	146289	1/27/2014	4,377.14
0018859 NATIONAL DATA & SURVEYING SERV	146290	1/27/2014	270.00
0105855 NBATV, LLC	146291	1/27/2014	8,348.22
0018319 NEAL MARTIN & ASSOCIATES	146292	1/27/2014	10,970.00
0096042 NORCAL SPORTWEARS	146293	1/27/2014	501.60
0105898 NORTH VALLEY BANK	146294	1/27/2014	10,799.25
0097806 O'GRADY PAVING	146296	1/27/2014	1,218,582.51
0092263 OFFICE DEPOT INC	146295	1/27/2014	118.60
0105812 OLIVER REICH	146306	1/27/2014	763.46
0097567 ONE HOUR DRY CLEANING	146297	1/27/2014	435.00
0000012 PACIFIC GAS & ELECTRIC	146298	1/27/2014	12,548.39
0092223 PENINSULA CORRIDOR JOINT POWERS BOARD	146242	1/27/2014	23,448.83
0095148 PENINSULA MUNI.ENGINEERING	146300	1/27/2014	4,368.00
0000285 PREFERRED ALLIANCE, INC.	146301	1/27/2014	275.20
0013981 QUILL CORPORATION	146302	1/27/2014	12.31
0018312 R. GUERRA & ASSOCIATES	146303	1/27/2014	250.00
0017712 RECALL SECURE DESTRUCTION SERVICES, INC.	146248	1/27/2014	70.44
0000175 RECOLOGY SAN BRUNO	146304	1/27/2014	519,981.89
0103712 RUEL REGUDON	146305	1/27/2014	81.72
0093465 SAN MATEO COUNTY SHERIFF	146308	1/27/2014	1,196.00
0092148 SAN MATEO CTY LAW ENFORCEMENT TRAINING M	146252	1/27/2014	75.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0018597 SAN MATEO DAILY JOURNAL	146309	1/27/2014	240.00
0091397 SANTA ROSA JUNIOR COLLEGE	146310	1/27/2014	296.00
0013985 SCTE, INC.	146312	1/27/2014	68.00
0000074 SFPUC - WATER DEPARTMENT	146313	1/27/2014	150,456.30
0105770 SILICON VALLEY COMMUNITY FOUNDATION	146333	1/27/2014	537.50
0099629 SOUTH BAY CONSTRUCTION	146314	1/27/2014	5,750.00
0017508 SOUTH CITY LUMBER AND SUPPLY	146315	1/27/2014	16.72
0097079 SPRINT	146316	1/27/2014	1,419.90
0014075 STATE BOARD OF EQUALIZATION	146317	1/27/2014	256.00
0105796 SUNRISE FOOD DISTRIBUTOR INC.	146318	1/27/2014	192.16
0018513 TAMI YUKI	146342	1/27/2014	1,000.00
0018073 TEAMSTERS LOCAL 350	146320	1/27/2014	2,380.00
0015691 TEAMSTERS LOCAL 856	146321	1/27/2014	13,320.00
0102745 THE MERCURY NEWS	146322	1/27/2014	496.40
0103559 THE MLB NETWORK, LLC	146323	1/27/2014	1,325.67
0000036 THOMSON WEST	146324	1/27/2014	501.80
0018818 TOSHIBA BUSINESS SOLUTIONS CA	146325	1/27/2014	563.08
0017134 TRINET CONSTRUCTION INC.	146326	1/27/2014	18,704.36
0105824 TRIVAD, INC.	146327	1/27/2014	1,121.80
0095538 TV GUIDE NETWORK, INC.	146329	1/27/2014	768.95
0000019 U.S. POSTMASTER	146330	1/27/2014	3,800.00
0000584 USA MOBILITY WIRELESS INC.	146331	1/27/2014	33.78
0105762 VUBIQUITY INC.	146334	1/27/2014	4,322.65
0103044 WATER ENVIRONMENT FEDERATION	146335	1/27/2014	324.00
0016899 WECO INDUSTRIES LLC	146336	1/27/2014	6,023.22
0104660 WEST YOST ASSOCIATES, INC.	146337	1/27/2014	25,983.38
0017917 WING WONG	146339	1/27/2014	500.00
0105886 WITH FENCING, INC.	146338	1/27/2014	3,080.00
0018585 WRIME INC.	146340	1/27/2014	6,758.13
		<b>GrandTotal:</b>	<b>2,399,823.43</b>
		<b>Total count:</b>	<b>136</b>

02/10/14

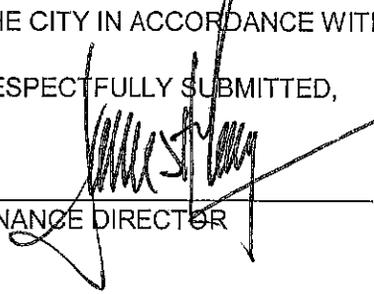
CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$107,831.04
133	RESTRICTED DONATIONS	\$566.76
190	EMERGENCY DISASTER FUND	\$25,087.21
201	PARKS AND FACILITIES CAPITAL	\$670.01
611	WATER FUND	\$62,554.81
621	STORMWATER FUND	\$238.48
631	WASTEWATER FUND	\$3,004.05
641	CABLE TV FUND	\$47,719.25
701	CENTRAL GARAGE	\$102.26
702	FACILITY MAINT. FUND	\$3,696.48
703	GENERAL EQUIPMENT REVOLVING	\$729.72
711	SELF INSURANCE	\$34,987.23
TOTAL FOR APPROVAL		\$287,187.30

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 3 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 146467 THROUGH 146586 INCLUSIVE, TOTALING IN THE AMOUNT OF \$287,187.30 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

  
\_\_\_\_\_  
FINANCE DIRECTOR

2-11-2014  
\_\_\_\_\_  
DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0096852 ABAG PLAN CORPORATION	146467	2/10/2014	34,987.23
0000858 ADECCO EMPLOYMENT SERVICES	146468	2/10/2014	2,947.92
0093358 ADVANCED BUSINESS FORMS	146469	2/10/2014	1,835.73
0001170 AIRGAS NCN	146471	2/10/2014	146.86
0017459 ALL CITY MANAGEMENT SVC.INC.	146472	2/10/2014	2,058.75
0018902 ALLGOOD DRIVING SCHOOL, INC.	146473	2/10/2014	60.00
0017298 ALLSTAR FIRE EQUIPMENT INC	146474	2/10/2014	13,664.10
0018976 ALPHA ANALYTICAL LAB. INC.	146475	2/10/2014	130.00
0105904 ANTHONY HALL	146524	2/10/2014	70.00
0001202 ARAMARK UNIFORM SERVICES	146476	2/10/2014	192.53
0001965 ARISTA BUSINESS	146477	2/10/2014	99.95
0014617 AT&T	146478	2/10/2014	13.12
0016123 AT&T	146479	2/10/2014	1,399.92
0000345 BAKER & TAYLOR BOOKS	146480	2/10/2014	3,188.80
0093839 BEATRIZ MEDINA	146541	2/10/2014	44.17
0094055 BRIAN WEATHERS	146481	2/10/2014	126.00
0017434 BROWN & CALDWELL	146483	2/10/2014	8,223.25
0096420 BSN SPORTS	146484	2/10/2014	1,514.93
0100311 CANDICE SMITH	146567	2/10/2014	55.00
0097948 CARDINAL RULES	146486	2/10/2014	1,540.00
0105248 CARLOS FISHBURN	146509	2/10/2014	800.00
0018977 CBS TELEVISION STATIONS	146487	2/10/2014	10,189.13
0017843 CENTRAL COUNTY FIRE DEPT.	146488	2/10/2014	1,172.50
0016324 CINTAS CORPORATION #464	146489	2/10/2014	177.37
0000060 CITY OF MILLBRAE	146490	2/10/2014	531.40
0097202 CITY OF SAN MATEO	146491	2/10/2014	75.00
0000386 CITY OF SOUTH SAN FRANCISCO	146492	2/10/2014	2,218.00
0099371 CLARENCE JOHNSON	146529	2/10/2014	22.67
0017802 CLEANSOURCE, INC.	146493	2/10/2014	377.92
0105091 COLE SUPPLY CO., INC.	146494	2/10/2014	976.12
0098656 COMPLETE LINEN SERVICE	146496	2/10/2014	127.62
0018331 CSG CONSULTANTS INC.	146497	2/10/2014	6,524.80
0018188 DAU PRODUCTS	146498	2/10/2014	1,734.02
0018673 DENNIS BOSCH	146499	2/10/2014	190.01
0093479 DEPARTMENT OF JUSTICE	146500	2/10/2014	1,408.00
0102673 EBI AGGREGATES	146501	2/10/2014	1,178.18
0017300 ENVIRONMENTAL HEALTH FEE	146503	2/10/2014	637.00
0102362 ESPN	146504	2/10/2014	5,770.87
0013683 F. FERRANDO & CO.	146505	2/10/2014	4,554.00
0102627 FASTRAK CUSTOMER SVC. CENTER	146506	2/10/2014	40.00
0104510 FEDERAL COMMUNICATIONS COMMISSION	146495	2/10/2014	1,971.40
0000944 FEDEX	146507	2/10/2014	55.89
0013714 FIRST NATIONAL BANK	146508	2/10/2014	13,215.37
0105724 FITZPATRICK & SONS	146510	2/10/2014	276.00
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	146511	2/10/2014	2,270.00
0018117 FLYERS ENERGY, LLC	146512	2/10/2014	8,967.20
0018272 GALE GROUP INC.	146515	2/10/2014	58.83
0096232 GEOFF GABRIEL	146513	2/10/2014	312.98
0095666 GLOBAL TELECOM&TECHNOLOGY INC.	146516	2/10/2014	2,082.63
0016154 GOETZ BROTHERS SPORTING GOODS	146517	2/10/2014	2,194.17
0016969 GOLDEN IDEAS	146518	2/10/2014	230.00
0000162 GRAINGER	146519	2/10/2014	410.35
0000541 GRANITE ROCK COMPANY	146520	2/10/2014	1,063.78

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0017900 GREAT LAKES DATA SYSTEMS INC	146521	2/10/2014	1,850.00
0096316 GREEN CARPET LANDSCAPING & MAINTENANCE	146535	2/10/2014	1,100.00
0017914 GSWAW INC.	146522	2/10/2014	1,703.50
0000385 HACH COMPANY	146523	2/10/2014	2,903.29
0095817 HANSON & FITCH, INC.	146525	2/10/2014	600.00
0017882 HOME BOX OFFICE	146526	2/10/2014	1,328.35
0103336 HUB INTERNATIONAL SERVICE INC.	146527	2/10/2014	472.88
0099287 IVICA STEFFL	146570	2/10/2014	250.00
0105903 JARED AGIUS	146470	2/10/2014	102.26
0099572 JESSICA PERLA	146554	2/10/2014	14.25
0093470 JOHN MUIR PTA	146528	2/10/2014	200.00
0098734 JOSEPHINE LORENZO	146538	2/10/2014	32.22
0000075 K-119 TOOLS OF CALIFORNIA INC.	146530	2/10/2014	65.24
0018050 KAISER FOUNDATION HEALTH PLAN	146531	2/10/2014	3,919.32
0018498 KONICA MINOLTA BUSINESS SOL.	146532	2/10/2014	729.72
0000317 L.N. CURTIS & SONS	146533	2/10/2014	36.09
0018561 LANCE BAYER	146534	2/10/2014	1,000.00
0014262 LC ACTION POLICE SUPPLY	146536	2/10/2014	924.32
0105034 LFP BROADCASTING, LLC	146537	2/10/2014	37.67
0018177 LOWE'S	146540	2/10/2014	792.23
0000389 MATRISHA PERSON	146555	2/10/2014	1,334.58
0000027 MEYERS   NAVE PROFESSIONAL LAW	146542	2/10/2014	25,087.21
0102275 MIRIAM SCHALIT	146563	2/10/2014	179.84
0000333 MOSS RUBBER & EQUIP. CORP.	146543	2/10/2014	93.43
0000357 NATIONAL CABLE TV CO-OP, INC.	146544	2/10/2014	176.64
0090507 NCBPA	146545	2/10/2014	40.00
0099156 NIKHIL GAHLOT	146514	2/10/2014	29.64
0092263 OFFICE DEPOT INC	146546	2/10/2014	1,854.45
0018284 OFFICEMAX INC.	146547	2/10/2014	1,021.57
0018701 ORKIN INC.	146548	2/10/2014	558.67
0000012 PACIFIC GAS & ELECTRIC	146549	2/10/2014	36,979.88
0016241 PENINSULA BUILDING MATERIALS	146550	2/10/2014	974.19
0001154 PENINSULA LIBRARY SYSTEM	146551	2/10/2014	372.56
0015163 PENINSULA SPORTS OFFICIALS ASSOC.INC.	146568	2/10/2014	312.00
0014961 PENINSULA UNIFORMS & EQUIPMENT	146552	2/10/2014	615.57
0018283 PERFORMANCE TOW LLC	146553	2/10/2014	240.00
0097580 PRIORITY ONE APPAREL	146556	2/10/2014	630.00
0000071 R & B COMPANY	146557	2/10/2014	6,470.05
0090749 RED WING SHOE STORE	146558	2/10/2014	858.33
0016729 RICOH AMERICAS CORPORATION	146559	2/10/2014	445.35
0013581 ROVI GUIDES, INC.	146560	2/10/2014	10,064.11
0093355 SAN BRUNO FLOWER FASHIONS	146561	2/10/2014	163.50
0105909 SAN FRANCISCO POLICE DEPT.	146562	2/10/2014	450.00
0098795 SATA TUULIA LOWE	146539	2/10/2014	53.76
0018184 SENSUS METERING SERVICES	146564	2/10/2014	1,661.82
0102917 SFPUC FINANCIAL SERVICES	146565	2/10/2014	2,525.00
0018214 SIGILLO SUPPLY INC.	146566	2/10/2014	3,783.89
0097079 SPRINT	146569	2/10/2014	466.07
0105883 SYLVIA ZHOU	146586	2/10/2014	100.00
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	146502	2/10/2014	85.00
0017659 THE CALIFORNIA CHANNEL	146571	2/10/2014	125.02
0000036 THOMSON WEST	146572	2/10/2014	2,805.70
0097449 THYSSENKRUPP ELEVATOR CORP.	146573	2/10/2014	391.14
0017932 TRILLIUM USA INC.	146574	2/10/2014	27.13

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Vendor Code & Name	Check #	Check Date	Amount
0017133      TURBO DATA SYSTEMS INC	146575	2/10/2014	2,380.27
0018500      TURF & INDUSTRIAL	146576	2/10/2014	32.65
0103095      TUTV	146577	2/10/2014	110.40
0018618      UNITED SITE SERVICES INC.	146578	2/10/2014	185.40
0099592      UNIVISION COMMUNICATIONS, INC.	146579	2/10/2014	3,689.45
0098917      VOLIKOS ENTERPRISES	146580	2/10/2014	98.10
0105762      VUBIQUITY INC.	146581	2/10/2014	5,019.43
0105901      WAYNE CONCRETE	146582	2/10/2014	276.00
0000612      WESTVALLEY CONSTRUCTION CO.INC	146583	2/10/2014	4,929.62
0018385      WFCB - OSH COMMERCIAL SERVICES	146584	2/10/2014	742.01
0096605      WHITLEY, BURCHETT AND ASSOCIATES, INC.	146485	2/10/2014	1,699.92
0018580      WILEY PRICE & RADULOVICH LLP	146585	2/10/2014	4,839.00
0100000      ZENAIDA BRION	146482	2/10/2014	36.14
		<b>GrandTotal:</b>	<b>287,187.30</b>
		<b>Total count:</b>	<b>120</b>

02/18/14

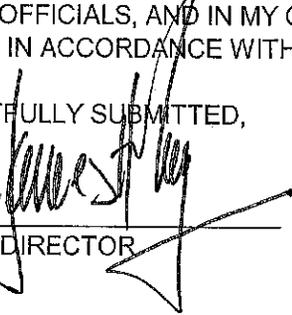
CITY OF SAN BRUNO  
WARRANT REGISTER  
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$440,948.13
003	ONE-TIME REVENUE	\$3,030.40
132	AGENCY ON AGING	\$624.90
190	EMERGENCY DISASTER FUND	\$7,159.42
203	STREET IMPROVE. PROJECTS	\$120.00
611	WATER FUND	\$93,606.46
621	STORMWATER FUND	\$10.00
631	WASTEWATER FUND	\$1,455,173.87
641	CABLE TV FUND	\$305,316.50
701	CENTRAL GARAGE	\$33,455.94
702	FACILITY MAINT. FUND	\$7,517.34
707	TECHNOLOGY DEVELOPMENT	\$21,123.31
711	SELF INSURANCE	\$2,864.00
TOTAL FOR APPROVAL		\$2,370,950.27

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 3 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 146587 THROUGH 146744 INCLUSIVE, TOTALING IN THE AMOUNT OF \$2,370,950.27 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE CITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,

  
FINANCE DIRECTOR

2-19-2014  
DATE

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Vendor Code & Name	Check #	Check Date	Amount
0017053	146587	2/18/2014	3,288.00
0016499	146588	2/18/2014	2,679.85
0101004	146589	2/18/2014	327.48
0001170	146590	2/18/2014	376.11
0000163	146591	2/18/2014	465.03
0017459	146592	2/18/2014	1,982.50
0018611	146593	2/18/2014	636.38
0000372	146594	2/18/2014	447.00
0096700	146595	2/18/2014	1,417.91
0001202	146596	2/18/2014	839.33
0001965	146597	2/18/2014	505.97
0000843	146598	2/18/2014	15,819.00
0104233	146599	2/18/2014	3,380.00
0016123	146600	2/18/2014	1,875.52
0017191	146601	2/18/2014	380.63
0000345	146602	2/18/2014	327.94
0018567	146603	2/18/2014	1,386.78
0105913	146621	2/18/2014	736.80
0103924	146605	2/18/2014	5,680.00
0105908	146619	2/18/2014	365.15
0100483	146666	2/18/2014	46.85
0105915	146606	2/18/2014	52.10
0017600	146608	2/18/2014	1,216.59
0018531	146609	2/18/2014	38.36
0016324	146610	2/18/2014	252.09
0098588	146611	2/18/2014	3,388.50
0018401	146612	2/18/2014	1,500.00
0001889	146613	2/18/2014	50.00
0000227	146614	2/18/2014	4,445.20
0013595	146615	2/18/2014	786.92
0000386	146616	2/18/2014	1,417,778.00
0017802	146617	2/18/2014	1,888.90
0000508	146618	2/18/2014	417.92
0105091	146620	2/18/2014	67.41
0098656	146622	2/18/2014	190.86
0105183	146623	2/18/2014	5,113.04
0105187	146624	2/18/2014	661.50
0103230	146625	2/18/2014	536.67
0000169	146626	2/18/2014	26.16
0091607	146627	2/18/2014	135.00
0000650	146629	2/18/2014	11,000.00
0105811	146645	2/18/2014	11,583.52
0018925	146630	2/18/2014	45.17
0103519	146631	2/18/2014	473.88
0018188	146632	2/18/2014	384.79
0104669	146668	2/18/2014	25.00
0102820	146657	2/18/2014	289.00
0018169	146633	2/18/2014	53.01
0093479	146634	2/18/2014	962.00
0018092	146636	2/18/2014	1,417.52
0018779	146638	2/18/2014	1,772.25
0105820	146639	2/18/2014	4,249.45
0001707	146641	2/18/2014	2,864.00

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Vendor Code & Name	Check #	Check Date	Amount	
0018798	ESRI INC.	146644	2/18/2014	5,434.00
0013683	F. FERRANDO & CO.	146646	2/18/2014	9,399.00
0000944	FEDEX	146647	2/18/2014	72.04
0098866	FLASH RIBBONS	146649	2/18/2014	365.00
0018117	FLYERS ENERGY, LLC	146650	2/18/2014	7,139.34
0102869	FRANCHISE TAX BOARD	146651	2/18/2014	50.00
0014910	G & M AUTO BODY	146652	2/18/2014	288.55
0016363	GCS ENVIRONMENTAL & EQUIPMENT SVC.	146643	2/18/2014	2,815.85
0096932	GENESIS EMPLOYEE BENEFITS, INC	146653	2/18/2014	269.00
0104135	GLOBAL TRACKING COMMUNICATIONS, INC.	146727	2/18/2014	239.92
0000162	GRAINGER	146654	2/18/2014	34.99
0095966	GREATAMERICA FINANCIAL SVCS.	146655	2/18/2014	404.33
0017914	GSWAW INC.	146656	2/18/2014	10,741.31
0105378	HOME MAID RAVIOLI COMPANY INC.	146658	2/18/2014	112.65
0103976	HUB TELEVISION NETWORKS, LLC	146659	2/18/2014	365.56
0001786	IN DEMAND-NYC	146660	2/18/2014	492.58
0015644	INDUSTRIAL WIPER & SUPPLY,INC.	146661	2/18/2014	183.76
0015531	INTERSTATE BATTERY SYS. OF SF	146662	2/18/2014	667.77
0000132	KELLY-MOORE PAINT CO INC.	146663	2/18/2014	535.55
0104717	KRISTEN ELDERSON	146640	2/18/2014	330.00
0096347	LA LORICK ASSOCIATES	146664	2/18/2014	2,424.00
0000849	LEAGUE OF CALIFORNIA CITIES	146665	2/18/2014	100.00
0105752	LEVEL 3 COMMUNICATIONS, LLC	146667	2/18/2014	3,332.57
0018777	LEXISNEXIS RISK DATA MANAGEMENT	146703	2/18/2014	213.25
0105912	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	146628	2/18/2014	35.00
0018177	LOWE'S	146670	2/18/2014	852.79
0102770	METLIFE	146671	2/18/2014	320.46
0105902	MIDDLEMAN LIENS	146672	2/18/2014	50.00
0001709	MILLBRAE LOCK	146673	2/18/2014	51.24
0102275	MIRIAM SCHALIT	146710	2/18/2014	172.00
0103600	MOMENTUM TELECOM, INC.	146674	2/18/2014	20,964.05
0000333	MOSS RUBBER & EQUIP. CORP.	146675	2/18/2014	978.74
0017289	MUNISERVICES, LLC	146676	2/18/2014	2,306.00
0000357	NATIONAL CABLE TV CO-OP, INC.	146677	2/18/2014	221,287.30
0018319	NEAL MARTIN & ASSOCIATES	146678	2/18/2014	120.00
0105238	NORTHERN SERVICES INC.	146679	2/18/2014	7,708.31
0105910	OB CONSTRUCTION	146680	2/18/2014	630.00
0018157	OCLC INC	146681	2/18/2014	330.27
0092263	OFFICE DEPOT INC	146682	2/18/2014	600.31
0000210	OLE'S CARBURETOR &ELECTRIC INC	146683	2/18/2014	1,118.29
0104998	OWEN EQUIPMENT COMPANY	146684	2/18/2014	279.80
0000012	PACIFIC GAS & ELECTRIC	146685	2/18/2014	47,701.86
0105272	PANKEY'S RADIATOR SHOP, INC.	146686	2/18/2014	216.64
0001154	PENINSULA LIBRARY SYSTEM	146687	2/18/2014	1,679.20
0018283	PERFORMANCE TOW LLC	146688	2/18/2014	125.00
0096973	POWERPLAN	146689	2/18/2014	24.88
0016770	PRAXAIR DISTRIBUTION INC -192	146690	2/18/2014	302.98
0102915	PRECISE PRINTING & MAILING	146691	2/18/2014	758.66
0097558	PURCHASE POWER	146692	2/18/2014	200.00
0016851	QUALITY TUNE-UP SHOPS	146693	2/18/2014	1,811.45
0016851	QUALITY TUNE-UP SHOPS	146694	2/18/2014	99.90
0000071	R & B COMPANY	146695	2/18/2014	2,128.92
0091044	R.A. METAL PRODUCTS, INC	146696	2/18/2014	621.30
0017111	RANDOM HOUSE INC	146697	2/18/2014	36.79

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Vendor Code & Name	Check #	Check Date	Amount	
0017712	RECALL SECURE DESTRUCTION SERVICES, INC.	146635	2/18/2014	151.42
0094546	RECORDED BOOKS, LLC	146698	2/18/2014	32.65
0090749	RED WING SHOE STORE	146699	2/18/2014	742.79
0103705	RICH BURMAN	146607	2/18/2014	188.00
0016729	RICOH AMERICAS CORPORATION	146701	2/18/2014	445.35
0103531	RICOH USA, INC.	146702	2/18/2014	46.35
0000022	ROBERT LOUIE	146669	2/18/2014	187.20
0103712	RUEL REGUDON	146700	2/18/2014	385.00
0000569	SAN BRUNO AUTO CENTER, INC.	146704	2/18/2014	75.00
0092153	SAN BRUNO CHAMBER OF COMMERCE	146705	2/18/2014	2,895.00
0103392	SAN MATEO COUNTY FIRE PREVENTION OFFICERS	146648	2/18/2014	100.00
0090790	SAN MATEO COUNTY TIMES	146707	2/18/2014	41.01
0099047	SAN MATEO CTY SHERIFF'S OFFICE	146708	2/18/2014	10,818.53
0017145	SAN MATEO LAWN MOWER SHOP	146709	2/18/2014	29.45
0018461	SERRAMONTE FORD, INC.	146711	2/18/2014	4,170.74
0103732	SFO MEDICAL CLINIC	146712	2/18/2014	393.00
0017676	SIEMENS INDUSTRY, INC.	146713	2/18/2014	414.00
0097079	SPRINT	146714	2/18/2014	515.74
0014075	STATE BOARD OF EQUALIZATION	146715	2/18/2014	1,151.00
0105906	STEEL SOURCE CONSTRUCTION	146716	2/18/2014	2,177.82
0017036	STEVEN'S BAY AREA DIESEL SER., INC.	146604	2/18/2014	899.05
0000801	STEWART AUTOMOTIVE GROUP	146717	2/18/2014	1,669.87
0105796	SUNRISE FOOD DISTRIBUTOR INC.	146718	2/18/2014	482.50
0000431	TEAMSTERS LOCAL #856	146719	2/18/2014	338,994.00
0002025	TELECOMMUNICATIONS ENGINEERING ASSOCIATE	146642	2/18/2014	4,207.00
0096616	TENNANT SALES AND SERVICE CO.	146720	2/18/2014	3,274.91
0000241	THE ADAM-HILL COMPANY	146721	2/18/2014	4.03
0018083	THE CROSSING SAN BRUNO PROPERTY OWNERS /	146706	2/18/2014	3,030.40
0017928	THE EDCCO GROUP, INC.	146722	2/18/2014	19,910.11
0017527	TIFCO INDUSTRIES INC.	146723	2/18/2014	1,078.26
0105031	TMNDRT	146724	2/18/2014	1,187.69
0000831	TONER CARTRIDGE&INKJET EXPRESS	146725	2/18/2014	1,640.29
0018818	TOSHIBA BUSINESS SOLUTIONS CA	146726	2/18/2014	28.17
0017134	TRINET CONSTRUCTION INC.	146728	2/18/2014	28,426.32
0105824	TRIVAD, INC.	146729	2/18/2014	1,945.65
0017133	TURBO DATA SYSTEMS INC	146730	2/18/2014	1,938.28
0018500	TURF & INDUSTRIAL	146731	2/18/2014	3,951.25
0102744	UNIVERSAL BUILDING SERVICES	146732	2/18/2014	163.00
0092154	UNIVERSITY ENTERPRISES INC.	146733	2/18/2014	226.64
0098625	UPS	146734	2/18/2014	27.02
0105133	UTILITY TELEPHONE, INC.	146735	2/18/2014	1,978.20
0102988	VANTAGEPOINT TRANSFER AGENTS	146736	2/18/2014	9,748.15
0098917	VOLIKOS ENTERPRISES	146737	2/18/2014	954.80
0098398	W.E. MILLER	146738	2/18/2014	1,730.00
0104660	WEST YOST ASSOCIATES, INC.	146739	2/18/2014	7,423.50
0000612	WESTVALLEY CONSTRUCTION CO.INC	146740	2/18/2014	7,542.28
0018385	WFCB - OSH COMMERCIAL SERVICES	146741	2/18/2014	115.77
0013841	WITMER-TYSON IMPORTS INC	146742	2/18/2014	827.00
0102630	XO COMMUNICATIONS, LLC	146743	2/18/2014	3,399.38
0102990	ZACH DORNELL	146637	2/18/2014	140.00
0104033	ZCORUM, INC.	146744	2/18/2014	22,894.50
			<b>GrandTotal:</b>	<b>2,370,950.27</b>
			<b>Total count:</b>	<b>158</b>



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

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DATE: February 25, 2014  
TO: Honorable Mayor and Members of the City Council  
FROM: Jim O'Leary, Interim Finance Director  
SUBJECT: Payroll Approval

City Council approval of City payrolls distributed February 14, 2014 is recommended. The Labor Summary reports reflecting total payroll amounts of \$1,260,045.39 for the bi-weekly pay periods ending February 9, 2014 is attached.

7.6.

**LABOR SUMMARY FOR PAY PERIOD ENDING : February 9, 2014**

<b>pyLaborDist</b>	<b>02/14/14</b>
Fund: 001 - GENERAL FUND	932,760.76
Fund: 122 - SOLID WASTE/RECYCL.	1,444.03
Fund: 190 - EMERGENCY DISASTER FUND	23,659.78
Fund: 201 - PARKS AND FACILITIES CAPITAL	660.76
Fund: 203 - STREET IMPROVE. PROJECTS	8,915.73
Fund: 611 - WATER FUND	74,934.49
Fund: 621 - STORMWATER FUND	15,105.36
Fund: 631 - WASTEWATER FUND	63,967.21
Fund: 641 - CABLE TV FUND	84,532.91
Fund: 701 - CENTRAL GARAGE	12,340.70
Fund: 702 - FACILITY MAINT.FUND	21,845.80
Fund: 707 - TECHNOLOGY DEVELOPMENT	13,423.60
Fund: 711 - SELF INSURANCE	6,454.26
<b>Total</b>	<b>1,260,045.39</b>



John E. Marty  
City Treasurer

## INVESTMENT REPORT

### MONTH ENDING JANUARY 2014

INVESTMENTS					YIELD
INVESTMENT POOLS					
Local Agency Investment Fund	14,266,767.43				0.263
Glenview Fire LAIF	3,035,424.11				0.263
San Mateo County Pool	20,920,267.31				0.750
INVESTMENTS HELD AT UNION BANK	PAR VALUE	COST BASIS	MKT. VALUE	YIELD	
Federal Farm Credit Bank 0.20% mat 2/26/14	\$1,000,000.00	\$1,000,000.00	\$1,000,080.00	0.2	
Federal Farm Credit Bank 0.25% mat 4/4/14	\$1,000,000.00	\$ ,000,399.00	\$1,000,290.00	0.25	
Federal Home Loan Bank 1.42 % mat 5/30/14	\$1,000,000.00	\$ ,000,000.00	\$1,004,350.00	1.41	
Federal Farm Credit Bank 0.50% mat 11/5/15	\$1,000,000.00	\$1,000,000.00	\$1,000,020.00	0.5	
Federal National Mtg 0.70% mat 3/4/16	\$1,000,000.00	\$1,000,000.00	\$1,000,490.00	0.7	
Federal Farm Credit Bank 3/28/13 mat 3/28/16	\$ 2,000,000.00	\$2,000,000.00	\$ ,998,520.00	0.45	
Federal Home Loan Mtg Corp 0.57% 6/20/2016	\$1,000,000.00	\$1,000,000.00	\$1,000,220.00	0.57	
Federal Natl Mtg Corp 0.50% mat 8/15/16	\$1,000,000.00	1,000,000.00	\$997,010.00	0.5	

*J.C.*

Federal Natl Mtg Assoc 1.00% 8/15/16	\$1,000,000.00	\$1,000,000.00	\$995,080.00	0.5
Federal National Mtg Assn  0.75% 12/19/16	\$1,000,000.00	\$1,000,000.00	\$999,560.00	0.75
Federal Natl Mtg Assoc 1.15% 1/25/17	\$1,000,000.00	\$1,000,000.00	\$1,003,980.00	1.15
Federal Natl Mtg Assoc 0.70% 12/26/17	\$2,000,000.00	\$ 2,000,000.00	\$1,984,640.00	0.71
Federal Home Loan Bank 1.00% mat 12/27/17	\$1,000,000.00	\$1,000,000.00	\$987,180.00	1.01
Federal Home Loan Mtg Corp Step Cpn 12/27/18	\$1,000,000.00	\$1,000,000.00	\$1,003,950.00	1.49
US Govt Money Market	\$5,152,105.78	\$5,152,105.78	\$5,152,105.78	0.01

**INVESTMENTS HELD AT WELLS FARGO BANK**

City of San Bruno as Temporary Custodian	68,826,644.55			0.142
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**TOTAL**

\$128,201,209.18



CITY OF SAN BRUNO

John E. Marty  
City Treasurer

CITY TREASURER

## RECONCILIATION OF GENERAL LEDGER TO BANK

MONTH ENDING JANUARY 2014

City of San Bruno Cash

City of San Bruno General Ledger

Investment Balance	\$ 55,339,539.52
Glenview Fire LAIF	3,035,424.11
Checking	1,587,167.39
Police Checking	4,328.00
Glenview Fire Recovery	3,895.69
Glenview Counseling Assist	204,133.93
City of SB as Custodian - WFB	68,829,867.70

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**Bank Balances as of 7/31/13** 129,004,356.34

**General Ledger Balance** \$128,270,584.34

Outstanding checks \$ (934,937.58)

FNB Deposit Transit	8,864.99
FNB Deposit Transit	9,676.13
FNB Deposit Transit	20,739.96
FNB Deposit Transit	23,270.85
FNB Deposit Transit	23,647.00
Finance CC	8,857.41
Library CC	2,372.52
Utility Billpay - Online	104,762.67

CATV Checkfree Deposit	1,029.20
Library CC	65.45
Unreconciled	-68.70

**Adjusted Balance** \$ 128,271,610.29

**Adjusted Balance** \$128,271,610.29

Revenue Status Report

City of San Bruno  
1/1/2014 through 1/31/2014

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prcnt Rcvd
Total GENERAL FUND	34,947,173.00	3,299,630.65	21,005,684.06	13,941,488.94	60.11
Total GENERAL FUND RESERVE	0.00	0.00	523,339.00	-523,339.00	0.00
Total ONE-TIME REVENUE	1,067,500.00	823,092.73	985,774.59	81,725.41	92.34
Total GAS TAX	1,295,948.00	87,679.18	734,385.41	561,562.59	56.67
Total MEASURE A TRANSPORTATION TAX	838,861.00	62,881.45	504,587.90	334,273.10	60.15
Total STREET SPECIAL REVENUE	805.00	0.00	11.00	794.00	1.37
Total POLICE ASSET FORFEITURE	5,254.00	17.39	185.05	5,068.95	3.52
Total SAFETY AUGMENT. -PROP.172	92,300.00	8,420.67	63,467.20	28,832.80	68.76
Total POLICE SPECIAL REVENUE	100,056.00	8,401.26	37,956.94	62,099.06	37.94
Total TRAFFIC SAFETY GRANT	284.00	24.99	264.99	19.01	93.31
Total FEDERAL/STATE GRANTS	0.00	807.00	807.00	-807.00	0.00
Total SOLID WASTE/RECYCL.	82,110.00	5,122.73	39,647.63	42,462.37	48.29
Total LIBRARY SPECIAL REVENUE	3,474.00	518.81	5,468.84	-1,994.84	157.42

Revenue Status Report

City of San Bruno  
 1/1/2014 through 1/31/2014

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prc't Rcv'd
Total IN-LIEU FEES	539,631.00	2,852.18	548,164.63	-8,533.63	101.58
Total AGENCY ON AGING	203,761.00	35,929.36	99,077.37	104,683.63	48.62
Total RESTRICTED DONATIONS	137,208.00	20,080.34	98,344.07	38,863.93	71.68
Total ED JOHNSON BEQUEST FUND	210.00	29.28	309.15	-99.15	147.21
Total GLENVIEW FIRE DONATIONS	0.00	0.00	0.00	0.00	0.00
Total EMERGENCY DISASTER RESERVE	0.00	1,954.55	3,915.45	-3,915.45	0.00
Total SUCCESSOR AGENCY TO THE SB RDA - OPS	0.00	0.00	0.00	0.00	0.00
Total CITY OF SB AS SUCCESSOR HOUSING AGENCY	0.00	0.00	0.00	0.00	0.00
Total RDA OBLIGATION RETIREMENT FUND	125,000.00	585,026.58	585,042.94	-460,042.94	468.03
Total EMERGENCY DISASTER FUND	0.00	0.00	1,811,105.53	-1,811,105.53	0.00
Total PARKS AND FACILITIES CAPITAL	530,529.00	896.50	60,944.61	469,584.39	11.49
Total STREET IMPROVE. PROJECTS	1,457,948.00	0.00	742,765.00	715,183.00	50.95

Revenue Status Report

City of San Bruno  
 1/1/2014 through 1/31/2014

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
Total TECHNOLOGY CAPITAL	787,406.00	467.80	4,924.01	782,481.99	0.63
Total SUCCESSOR AGENCY TO THE SB RDA - CAPITAL	0.00	0.00	0.00	0.00	0.00
Total LEASE DEBT SERVICE	1,604,381.00	98,294.23	741,801.07	862,579.93	46.24
Total SUCCESSOR AGENCY TO THE SB RDA -2000 COP	0.00	0.00	0.00	0.00	0.00
Total WATER FUND	12,236,641.00	998,781.68	6,803,615.24	5,433,025.76	55.60
Total STORMWATER FUND	632,089.00	79,628.18	389,282.16	242,796.84	61.59
Total WASTEWATER FUND	13,258,688.00	1,155,499.92	6,829,385.70	6,429,302.30	51.51
Total CABLE TV FUND	10,598,474.00	789,498.82	5,431,648.25	5,166,825.75	51.25
Total CENTRAL GARAGE	614,773.00	51,231.00	358,617.00	256,156.00	58.33
Total FACILITY MAINT.FUND	866,971.00	72,248.00	505,736.00	361,235.00	58.33
Total GENERAL EQUIPMENT REVOLVING	430,587.00	35,882.00	252,977.00	177,610.00	58.75
Total TECHNOLOGY DEVELOPMENT	520,773.00	43,398.00	303,786.00	216,987.00	58.33
Total SELF INSURANCE	1,805,615.00	150,468.00	1,053,276.00	752,339.00	58.33

Revenue Status Report

City of San Bruno  
1/1/2014 through 1/31/2014

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
Grand Total	84,784,450.00	8,418,763.28	50,526,306.79	34,258,143.21	59.59

2/19/2014 4:14:12PM

Through period: 7

City of San Bruno  
Through January 2014

	Cash	Investments	Fund Total
001 GENERAL FUND	2,875,553.25	53,690.20	2,929,243.45
002 GENERAL FUND RESERVE	8,523,339.11	0.00	8,523,339.11
003 ONE-TIME REVENUE	923,407.50	0.00	923,407.50
004 NEW CAP IMPROV/ONE-TIME INITIATIVE RSRV	5,061,760.48	0.00	5,061,760.48
101 GAS TAX	1,127,080.67	0.00	1,127,080.67
102 MEASURE A TRANSPORTATION TAX	1,676,910.46	0.00	1,676,910.46
103 STREET SPECIAL REVENUE	308,278.09	0.00	308,278.09
104 TRAFFIC CONGESTION RELIEF	0.00	0.00	0.00
111 POLICE ASSET FORFEITURE	52,844.80	0.00	52,844.80
112 SAFETY AUGMENT. -PROP.172	31,496.95	0.00	31,496.95
113 POLICE SPECIAL REVENUE	20,867.02	0.00	20,867.02
114 TRAFFIC SAFETY GRANT	61,326.45	0.00	61,326.45
121 FEDERAL/STATE GRANTS	23,004.91 CR	0.00	23,004.91 CR
122 SOLID WASTE/RECYCL.	211,730.50	0.00	211,730.50
123 LIBRARY SPECIAL REVENUE	255,357.05	0.00	255,357.05
131 IN-LIEU FEES	4,155,779.20	0.00	4,155,779.20
132 AGENCY ON AGING	37,198.32	0.00	37,198.32
133 RESTRICTED DONATIONS	1,095,717.57	0.00	1,095,717.57
134 ED JOHNSON BEQUEST FUND	25,820.33	0.00	25,820.33
135 GLENVIEW FIRE DONATIONS	0.00	0.00	0.00
136 EMERGENCY DISASTER RESERVE	3,035,424.11	0.00	3,035,424.11
151 SUCCESSOR AGENCY TO THE SB RDA - OPS	0.00	0.00	0.00
152 CITY OF SB AS SUCCESSOR HOUSING AGENCY	0.00	0.00	0.00
153 RDA OBLIGATION RETIREMENT FUND	1,277,990.36	649,996.92	1,927,987.28
190 EMERGENCY DISASTER FUND	308,416.93 CR	0.00	308,416.93 CR
201 PARKS AND FACILITIES CAPITAL	396,365.70	0.00	396,365.70
203 STREET IMPROVE. PROJECTS	826,406.93	0.00	826,406.93
207 TECHNOLOGY CAPITAL	15,399.60	0.00	15,399.60
251 SUCCESSOR AGENCY TO THE SB RDA - CAPITAL	0.00	0.00	0.00
302 LEASE DEBT SERVICE	145,269.68 CR	453,146.28	307,876.60
351 SUCCESSOR AGENCY TO THE SB RDA -2000 COP	0.00	0.00	0.00
611 WATER FUND	14,453,238.57	0.00	14,453,238.57
621 STORMWATER FUND	771,968.05	0.00	771,968.05
631 WASTEWATER FUND	8,666,758.20	601,676.03	9,268,434.23
641 CABLE TV FUND	4,040,587.74 CR	200.00	4,040,387.74 CR
701 CENTRAL GARAGE	582,834.00	0.00	582,834.00
702 FACILITY MAINT.FUND	917,365.61	0.00	917,365.61
703 GENERAL EQUIPMENT REVOLVING	3,867,883.06	0.00	3,867,883.06
707 TECHNOLOGY DEVELOPMENT	322,308.71	0.00	322,308.71
711 SELF INSURANCE	1,986,245.62	91,118.50	2,077,364.12
870 SAN BRUNO COMMUNITY RESTITUTION FUND	68,829,867.70	0.00	68,829,867.70
880 PROJECT DEVELOP. TRUST	93,388.34	0.00	93,388.34
891 S.B. GARBAGE CO. TRUST	299,951.29	0.00	299,951.29
<b>Grand Total:</b>	<b>128,270,584.34</b>	<b>1,849,827.93</b>	<b>130,120,412.27</b>

**Expenditure Status Report**

City of San Bruno  
 1/1/2014 through 1/31/2014

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prcnt Used
Total GENERAL FUND	35,263,180.57	2,703,125.13	20,267,662.95	226,198.27	14,769,319.35	58.12
Total GENERAL FUND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
Total ONE-TIME REVENUE	814,975.00	4,000.00	62,367.09	0.00	752,607.91	7.65
Total GAS TAX	1,440,000.00	62,500.00	437,500.00	0.00	1,002,500.00	30.38
Total MEASURE A TRANSPORTATION TAX	765,000.00	0.00	687,185.00	0.00	77,815.00	89.83
Total POLICE ASSET FORFEITURE	10,000.00	0.00	11,028.91	0.00	-1,028.91	110.29
Total SAFETY AUGMENT. -PROP.172	86,000.00	63,173.00	63,173.00	0.00	22,827.00	73.46
Total POLICE SPECIAL REVENUE	100,000.00	37,956.00	37,956.00	0.00	62,044.00	37.96
Total TRAFFIC SAFETY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
Total FEDERAL/STATE GRANTS	720.07	0.00	0.00	720.07	0.00	100.00
Total SOLID WASTE/RECYCL.	65,593.00	3,098.70	24,608.88	0.00	40,984.12	37.52
Total LIBRARY SPECIAL REVENUE	39,000.00	3,250.00	22,750.00	0.00	16,250.00	58.33
Total IN-LIEU FEES	58,500.00	0.00	30,000.00	0.00	28,500.00	51.28
Total AGENCY ON AGING	203,761.00	17,692.99	59,103.26	0.00	144,657.74	29.01
Total RESTRICTED DONATIONS	133,213.00	1,907.70	39,420.46	0.00	93,792.54	29.59
Total ED JOHNSON BEQUEST FUND	0.00	0.00	0.00	0.00	0.00	0.00
Total GLENVIEW FIRE DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00
Total EMERGENCY DISASTER RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
Total SUCCESSOR AGENCY TO THE SB RDA - OPS	0.00	0.00	0.00	0.00	0.00	0.00
Total CITY OF SB AS SUCCESSOR HOUSING AGENCY	0.00	0.00	0.00	0.00	0.00	0.00
Total RDA OBLIGATION RETIREMENT FUND	511,357.00	-80,417.12	8,749.81	0.00	502,607.19	1.71
Total EMERGENCY DISASTER FUND	15,709,546.25	149,002.86	2,689,442.99	7,515,502.71	5,504,600.55	64.96
Total PARKS AND FACILITIES CAPITAL	1,525,481.10	15,436.65	167,609.34	76,860.34	1,281,011.42	16.03
Total STREET IMPROVE. PROJECTS	5,626,518.07	1,332,847.70	1,595,678.41	1,302,063.44	2,728,776.22	51.50
Total TECHNOLOGY CAPITAL	817,389.57	0.00	23,085.07	437,042.00	357,262.50	56.29
Total SUCCESSOR AGENCY TO THE SB RDA - CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00
Total LEASE DEBT SERVICE	1,604,381.00	453,178.75	887,118.62	0.00	717,262.38	55.29
Total SUCCESSOR AGENCY TO THE SB RDA-2000 COP	0.00	0.00	0.00	0.00	0.00	0.00

**Expenditure Status Report**  
 City of San Bruno  
 1/1/2014 through 1/31/2014

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
Total WATER FUND	26,350,640.37	793,727.92	5,051,413.68	4,351,486.99	16,947,639.70	35.68
Total STORMWATER FUND	1,239,789.75	46,280.96	353,296.70	47,313.87	839,179.18	32.31
Total WASTEWATER FUND	18,530,467.13	1,213,956.56	5,226,123.01	753,518.19	12,550,825.93	32.27
Total CABLE TV FUND	11,817,065.98	836,152.23	5,489,700.72	1,642,842.37	4,684,522.89	60.36
Total CENTRAL GARAGE	614,865.00	49,506.63	283,552.83	9,729.00	321,583.17	47.70
Total FACILITY MAINT.FUND	1,003,962.00	85,840.16	551,007.30	0.00	452,954.70	54.88
Total GENERAL EQUIPMENT REVOLVING	476,878.10	1,283.09	7,015.67	678.10	469,184.33	1.61
Total TECHNOLOGY DEVELOPMENT	572,022.00	32,216.06	327,610.95	0.00	244,411.05	57.27
Total SELF INSURANCE	1,809,515.00	69,617.65	1,459,096.07	3,900.00	346,518.93	80.85
<b>Grand Total</b>	127,189,720.96	7,895,333.62	45,863,256.72	16,367,855.35	64,958,608.89	48.93



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** February 25, 2014

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Kerry Burns, Community Services Interim Director  
Danielle Brewer, Community Services Superintendent

**SUBJECT:** Adopt Resolution Authorizing the Expansion of the 2014 Summer Concerts in the Park Series to include Fridays in September

**BACKGROUND:**

The Summer Concerts in the Park series began in summer 2001 with four concert offerings, two on Fridays and two on Sundays. In summer 2002, Concerts in the Park was moved to Friday evenings in August. The concerts have become very popular with the San Bruno community over the past few years. The attendance ranges from 300 to over 500 attendees each week.

Each year, \$5,000 is budgeted for the concert series to pay for the bands. The cost to hire a band ranges from \$800 to \$2,000 per band, depending on the size of the band, skill of the musicians and type of music they are playing.

The Recreation Division solicits sponsors for the concert series to assist in offsetting the cost of the bands, staff time and supplies needed to run the program. In return, the sponsors' names are printed on all concert marketing materials including the publicity posters, Community Services Activity Guide and the ads placed on Cable TV Channel 1.

**DISCUSSION:**

Due to their popularity, the community, through requests to the City Council, Parks and Recreation Commission and staff, is requesting the extension of the concert series into September. The weather is traditionally warm in September and it is anticipated concerts would have a large attendance in September. In recognition of the City's Centennial celebration, one of these additional concerts would showcase music from each decade since the City's incorporation.

The four additional concerts in September would not conflict with the delivery of the Movie in the Park series. The September concerts would be performed prior to the showing of the movie and would potentially help promote the Movies in the Park series.

The additional cost of these four concerts will likely be covered by sponsorships. In the event insufficient additional sponsorship are not received, staff would include, as part of the proposed fiscal year 2014-15 budget, a funding request to make-up the shortfall. This additional funding request could be up to \$5,000 depending on the level of additional sponsorship secured.

*J.d.*

Staff begins auditioning and interviewing bands in early February and advertises the concert series in the Summer Activity Guide distributed to the community in mid-April. If approved by the City Council, the additional concerts in September would be advertised in the Summer Activity Guide.

**FISCAL IMPACT:**

The cost to deliver four additional concerts in September is approximately \$5,000. As in the past, the Recreation Division will solicit sponsors for these concerts. It is staff's goal to cover the majority of the additional concert cost through sponsorship. In the event insufficient sponsorship is received, a funding request to bridge the shortfall would be included in the proposed fiscal year 2014-15 budget. This additional funding request could be up to \$5,000 depending on the level of additional sponsorship secured.

**ALTERNATIVES:**

1. Do not authorize the extension of the concert series by four concerts.
2. Authorize fewer than four concerts in September.

**RECOMMENDATION:**

Adopt a resolution authorizing the expansion of the 2014 Summer Concerts in the Park series to include Fridays in September.

**DISTRIBUTION:**

None

**ATTACHMENTS:**

Resolution.

**DATE PREPARED:**

February 12, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

**RESOLUTION NO. 2014 –  
RESOLUTION AUTHORIZING THE EXPANSION OF THE 2014 SUMMER CONCERTS  
IN THE PARK SERIES TO INCLUDE FRIDAYS IN SEPTEMBER**

**WHEREAS**, the City of San Bruno has held Concerts in the Park series since 2001 in San Bruno City Park; and

**WHEREAS**, attendance ranges between 300 and 500 community members each week; and

**WHEREAS**, the community is requesting the extension of the concert series into the month of September; and

**WHEREAS**, the cost to extend the series would be approximately \$5,000; and

**WHEREAS**, staff will solicit sponsorships to pay for the cost associated with the delivery of four additional concerts; and

**WHEREAS**, in the event insufficient sponsorship is received, a funding request to bridge the shortfall would be included in the proposed fiscal year 2014-15 budget. This additional funding request could be up to \$5,000 depending on the level of additional sponsorship secured.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of San Bruno authorizes the expansion of the Summer Concerts in the Park series by four concerts on Fridays in September.

-o0o-

I hereby certify that foregoing Resolution No. 2014-\_\_\_\_\_ was introduced and adopted by the San Bruno City Council at a regular meeting on February 25, 2014 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Carol Bonner, City Clerk



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** February 25, 2014

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Kerry Burns, Interim Community Services Director  
John Alita, Assistant Community Services Director

**SUBJECT:** Adopt Resolution Accepting a Donation from the San Bruno Nutrition Site Council to Purchase a Multifunction Copier for the Senior Center in the Amount of \$6,595

**BACKGROUND:**

Replacement of the Senior Center office multifunction copier funded through a donation from the San Bruno Nutrition Site Council was identified in the Community Services Department, Senior Services Division 2013-2014 City Council Adopted Budget. Since adoption of the budget, staff has researched replacement machines, conferred with the City's Technology Services Division and met with the Board of the Nutrition Site Council to determine an appropriate donation amount for purchasing the new equipment. Staff identified a machine that is compatible with current network infrastructure and falls within the amount approved by the Nutrition Site Council Board. Staff is seeking approval to accept the donation and purchase the new equipment.

**DISCUSSION:**

The current copier is 12 years old and at the end of its useful life. It is used by Senior Center and Nutrition Site Council staff as well as contract instructors and volunteers. The new copier would increase efficiency as it would facilitate connect to the City network for staff to send print jobs, scan documents to shared folders, or share files with one another. In addition, it would permit the capability to print on 11 x 17 paper which is used for producing the monthly Senior Center newsletter, which is circulated to over 1,500 people.

Senior Center staff has researched replacement machines, conferred with Technology Services Division staff and compared various models now on the market and selected the Sharp MX-3640N as the best solution. This model is already in use in several City departments and is known to be compatible with the City's Citrix network. Quotes were solicited from three vendors: Arista Business Systems, Genesis Imaging, and A2Z Business Systems. Staff has selected A2Z Business Systems as the vendor, offering the lowest quoted price of \$6,595. The Nutrition Site Council has agreed to fund the purchase of a new copier and has expressed its preference to make a one-time donation for its acquisition rather than monthly payments for the lease of a copier.

7.e.

**FISCAL IMPACT:**

There will be no fiscal impact to the City's General Fund or Equipment Reserve fund. The funds for the existing machine were donated by the Nutrition Site Council and will be donated again to purchase a replacement machine.

**RECOMMENDATION:**

Adopt a resolution accepting a donation from the San Bruno Nutrition Site Council for the purchase of a multifunction copier for the Senior Center in the amount of \$6,595.

**ALTERNATIVES:**

1. Do not replace the multifunction copier in the Senior Center administrative office.
2. Direct staff to identify an alternative piece of equipment.

**DISTRIBUTION:**

None

**ATTACHMENTS:**

1. Resolution

**REVIEWED BY:**

\_\_\_\_\_ CM

RESOLUTION NO. 2014 –

**RESOLUTION ACCEPTING A DONATION FROM THE SAN BRUNO NUTRITION SITE COUNCIL TO PURCHASE A MULTIFUNCTION COPIER FOR THE SAN BRUNO SENIOR CENTER IN THE AMOUNT OF \$6,595**

**WHEREAS**, The San Bruno Nutrition Site Council is a not-for-profit organization dedicated to supporting the programs of the San Bruno Senior Center and has agreed to donate funds to purchase a new photocopier for the San Bruno Senior Center; and

**WHEREAS**, Senior Center staff have evaluated the needs of the division and determined that the Sharp MX-3640N multifunction copier is the best product due to its features and compatibility with the City's network infrastructure; and

**WHEREAS**, Staff has evaluated and received quotes from three vendors and selected the lowest quote from A2Z Business Systems;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of San Bruno accepting a donation from the San Bruno Nutrition Site Council and approving the purchase of a replacement multifunction copier for the San Bruno Senior Center administrative office

---oOo---

I hereby certify that foregoing Resolution No. 2014-\_\_\_\_\_ was introduced and adopted by the San Bruno City Council at a regular meeting on February 25, 2014 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

---

Carol Bonner, City Clerk



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** February 25, 2013

**TO:** Honorable Mayor and City Council

**FROM:** Kerry Burns, Interim Community Services Director  
John Alita, Assistant Community Services Director

**SUBJECT:** Adopt Resolution Accepting and Appropriating a \$9,500 Grant from Pacific Library Partnership for Production of Centennial Digital Audio and Video Oral Histories and Programming

**BACKGROUND:**

On December 10, 2013 the City Council adopted a resolution authorizing the submission of an Innovation and Technology Opportunity Grant application to the Pacific Library Partnership (PLP) for the development of audio and video oral histories and programming to celebrate the City's Centennial. On January 27, 2014 the City was awarded a \$9,500 grant from PLP.

**DISCUSSION:**

With increased focus on San Bruno's history during this Centennial year, this grant will fund: a digital multimedia timeline of City history, an oral and video history project documenting the lives of both long-term residents and recent arrivals, and a series of programs for adults and children that will bring the City's history to life.

The timeline will use photographs, audio and video files to illustrate important moments in San Bruno's history. Users will be able to see, hear and listen to key events. The second component is an initiative to collect the stories of long-term residents and newer arrivals to San Bruno and to produce them in a digital format. Staff will work with San Bruno Cable to conduct the interviews. The audio, video and photographic histories will be shown on City's Cable Channel 1, available for viewing/listening on the City's Centennial website at <http://sanbruno.ca.gov/centennial.asp> in digital format for check-out through San Bruno Library, for sale as part of the Centennial memorabilia available to community and provided at no expense to the local schools for inclusion in civic and history lessons.

The final component is a series of programs with a local history focus. Examples of program topics include: a lecture on the history of the Tanforan Racetrack, a children's craft program focusing on children's lives in early 20<sup>th</sup> century California, and a "scanning day" at the San Bruno Senior Center for residents to bring in historical photos and add them to the Library's digital collection.

7.f.

**FISCAL IMPACT:**

Accepting the grant award will provide \$9,500 in one-time funding to create audio and video oral histories and programming in celebration of the City's Centennial. It is not anticipated General Fund participation will be required to complete the preparation of the audio and video oral histories or deliver the programming.

**ALTERNATIVES:**

1. Do not accept the grant award.
2. Accept the grant and direct staff to modify the proposed plan for its use.

**RECOMMENDATION:**

Adopt a resolution accepting a \$9,500 grant from the Pacific Library Partnership for production of Centennial digital audio and video oral histories and programming.

**DISTRIBUTION:**

None.

**ATTACHMENTS:**

1. Resolution.

**DATE PREPARED:**

February 12, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

**RESOLUTION NO. 2014 –**

**RESOLUTION ACCEPTING AND APPROPRIATING A \$9,500 GRANT FROM PACIFIC LIBRARY PARTNERSHIP FOR PRODUCTION OF CENTENNIAL DIGITAL AND VIDEO ORAL HISTORIES AND PROGRAMMING**

**WHEREAS**, the Pacific Library Partnership announced a Technology and Innovation Grant Program open to all member libraries; and

**WHEREAS**, the San Bruno Public Library is actively engaged in preserving and promoting the history of the City of San Bruno; and

**WHEREAS**, the Centennial of the City of San Bruno provides an opportunity to educate residents about the City's history;

**WHEREAS**, the City Council, on December 10, 2013 authorized the submission of a grant application;

**WHEREAS**, the audio, video and photographic histories will be shown on City's Cable Channel1, available for viewing/listening on the City's Centennial website at <http://sanbruno.ca.gov/centennial.asp> in digital format for check-out through San Bruno Library, for sale as part of the Centennial memorabilia available to community and provided at no expense to the local schools for inclusion in civic and history lessons.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council hereby accepts a \$9,500 grant from the Pacific Library Partnership and authorizes expenditure of the grant funds for the digital and video oral histories and programming.

---oOo---

I hereby certify that foregoing Resolution No. \_\_\_\_\_ was introduced and adopted by the San Bruno City Council at a regular meeting on February 25, 2014 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

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Carol Bonner, City Clerk



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

DATE: February 25, 2014  
TO: Honorable Mayor and Members of the City Council  
FROM: Jim O'Leary, Interim Finance Director  
SUBJECT: Adopt Resolution Authorizing the City Manager to Execute Amendment to Agreement with Vavrinek, Trine, Day & Co. Extending Financial Audit Services for Annual Audit through June 30, 2015

**BACKGROUND**

Annual financial reports are to be submitted to the City Council in accordance with the City's Municipal Code and the state Government Code. The Government Accounting Standards Board (GASB) recommends that the financial reports be completed in the Comprehensive Annual Financial Report (CAFR) format. The CAFR expands the audit information presented in the simplified general-purpose financial statements. The CAFR and the related financial statements fully disclose the financial conditions of the City and other reporting units of the City.

The City's current independent auditor, Vavrinek, Trine, Day & Co. has completed the audit of the City's financial statements and provided the auditor's reports for the year ended June 30, 2013 to the City Council on February 11, 2014. The Finance Department prepared the City's financial statements in the form required of the Comprehensive Annual Financial Report (CAFR).

The following statements for the year ended June 30, 2013 were presented for the City Council's review at the February 11, 2014 City Council meeting:

1. Comprehensive Annual Financial Report (CAFR)
2. Single Audit
3. Audit of Measure A Funds

**DISCUSSION**

Vavrinek was one of nine qualified accounting firms responding to the City's Request for Proposals for audit services in early 2011. Following the proposal review and firm interviews, and based on a staff recommendation, the City Council approved an agreement with Vavrinek on April 26, 2011. The agreement has a three-year term and provides for consideration to extend the agreement for two additional years. The firm has completed audits for the years ended June 30, 2011, 2012, and 2013 in accordance with the agreement.

7.9.

The Finance Department believes that Vavrinek has rigorously adhered to the three-year audit agreement requirements and productively worked with the Department in the audits and audit report preparations. The June 2013 audit and CAFR covers the third and final year of the existing audit agreement. The Department believes that retaining a quality firm is in the best interest of the City.

An agreement extension is recommended to the City Council to run through the June 2015 audit period. With this extension, the City will have a total of five-year audit relationship with Vavrinek. Consistent with the government accounting best practice pronouncement, a five-year total service agreement is recommended as it allows for greater continuity, helps to minimize the potential disruptions in connection with the audit process, and provides better allocation of audit resources as the auditors can focus more attention on material transactions rather than learning the City's operational controls. Vavrinek has submitted an updated proposal for two-years. Vavrinek's proposal for audit services totals \$94,000 for the two years. The cost per year is unchanged from the prior agreement, although the firm will no longer prepare a separate audit report for the San Bruno Redevelopment Agency.

Vavrinek provides governmental auditing services to over 300 governmental agencies throughout California. Personnel on the audit team have extensive local government auditing experience ensuring that the audit is completed to the highest standards. The firm also provides accounting guidance throughout the course of the year and training to their clients on new accounting and auditing standards.

### **FISCAL IMPACT**

Vavrinek's proposal for audit services totals \$94,000 for two years. The cost per year is unchanged from the prior agreement, although the firm will no longer prepare a separate audit report for the San Bruno Redevelopment Agency. Funding will be budgeted as follows:

- |   |          |
|---|----------|
| • Basic City Audit, CAFR/GANN/TDA - General Fund: | \$39,000 |
| • Single Audit – Federal Compliance               | \$4,000  |
| • Measure A – Measure A Fund:                     | \$4,000  |

### **ALTERNATIVES**

1. Direct staff to prepare a RFP for selection of alternate audit firm.

### **RECOMMENDATION**

Adopt resolution authorizing the City Manager to execute amendment to agreement with Vavrinek, Trine, Day & Co extending financial audit services for annual audit through June 30, 2015.

**DISTRIBUTION**

None

**ATTACHMENT**

1. Resolution

**DATE PREPARED**

February 14, 2014

**REVIEWED BY**

\_\_\_\_\_ CM

**RESOLUTION NO. 2014 \_\_\_\_\_**

**ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
AMENDMENT TO AGREEMENT WITH VAVRINEK, TRINE, DAY & CO. EXTENDING  
FINANCIAL AUDIT SERVICES FOR ANNUAL AUDIT THROUGH JUNE 30 2015**

**WHEREAS**, an independent audit provides an annual report on the financial condition of the City in accordance with Municipal Code Section 2.28.030; and

**WHEREAS**, the audit must be conducted in accordance with generally accepted auditing standards in the United States and the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States; and

**WHEREAS**, the City adheres to all applicable Government Accounting Standards Board (GASB) pronouncements as well as the following pronouncements issued on or before November 30, 1989 to the business-type activities, unless those pronouncements conflict with or contradict GASB pronouncements: Financial Accounting Standards Board (FASB) statements and Interpretations, Accounting Principles Board (APB) Opinions, and Accounting Research Bulletins (ARB) of the Committee of Accounting Procedure. The City applies all applicable FASB Statements and Interpretations issued after November 30, 1989, except those that conflict with or contradict GASB pronouncements; and

**WHEREAS**, in completing the audit, time is of the essence and components of the comprehensive audit must be submitted to the State Controller, San Mateo County Transportation Authority, and the Dissemination Agent for the certificates of participations in accordance with specific deadlines; and

**WHEREAS**, upon completion of the three-year audit engagement agreement ending June 30, 2013 with Vavrinek, Trine, Day & Co., the Finance Department believes that retaining the quality firm and avoiding the unnecessary expense of a proposal process is in the best interests of the City; and

**WHEREAS**, Vavrinek has submitted an updated proposal for audit services for two additional years beginning with fiscal year ending June 30, 2014 and the firm is well qualified; and

**WHEREAS**, Vavrinek will prepare the following audit reports:

1. City's Comprehensive Annual Financial Report (CAFR)
2. Single Audit Report
3. Audit of Measure A Funds; and

**WHEREAS**, funding will be budgeted in fiscal year 2014-15 totaling \$47,000.

**NOW THEREFORE**, the City Council of the City of San Bruno hereby resolves that the City Manager is authorized to execute an amendment to agreement with Vavrinek, Trine, Day & Co. extending financial audit services for annual audit through June 30, 2015.

—oOo—

I hereby certify the foregoing Resolution No. 2014-\_\_\_\_\_ was introduced and adopted by the San Bruno City Council at a regular meeting on February 25, 2014 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
City Clerk



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

**DATE:** February 25, 2014

**TO:** Honorable Mayor and City Council Members

**FROM:** Mark Ladas, Fire Chief

**SUBJECT:** Adopt Resolution Authorizing the City Manager to Execute an Agreement for Joint Operational and EMS Training Services and Administration Program between the Fire Agencies of Belmont, Central County Fire, Foster City, Millbrae, San Bruno and San Mateo

### **BACKGROUND:**

The Fire Agencies of Belmont, Central County Fire, Foster City, Millbrae, San Bruno and San Mateo have, for several years, operated under a joint operational training contract. If approved, the contract would continue until June 30, 2017. (Section 11, Term of Agreement; Section 19, Termination or Withdrawal)

The scope of services to be provided per the contract is outlined in Section 3.

Employees from the participating agencies assigned to staff the joint training program (i.e., Division Chief, Training Battalion Chief, EMS Division/Battalion Chief, Training Captain and Administrative Support Personnel) shall remain as employees of their own departments. (Sections 4-8)

The projected budgets and personnel cost reimbursement obligations for each participating agency is for Fiscal Years 2012-2017 as shown in Exhibits A and B. On or before March 1 each year during the term of the agreement, the participating agencies will receive a projected budget for the next fiscal year which will reflect any adjustments made to the projected budget information shown in Exhibit B. (Section 13, Program Costs)

Costs are allocated to each participating agency based on the number of engine and truck companies in the participating agency divided by the total number of operational engine and truck companies in all of the participating agencies as of July 1 of each year during the term of the agreement. (Section 14, Allocation of Program Costs)

No participating agency is responsible for the acts or omissions of any other participating agency's employees and will not incur any liability arising out of the services of the other agencies' employees. (Section 20, Responsibility) With the exception of claims arising as a result of willful misconduct, the agencies would be obligated to mutually indemnify and hold one another harmless. (Section 21, Indemnity)

Each agency is to provide its own insurance in the amounts specified in Section 22.

7.b.

Should disputes arise during the term of the agreement, the parties are required to engage in mediation prior to litigation. (Section 28, Mediation) Attorney's fees are capped at \$5,000.

**FISCAL IMPACT:**

The annual cost to each participating agency will be calculated based on the per company charge outlined in Exhibit B of the agreement. For FY2014/15 the annual cost to the City of San Bruno will be \$136,167.

**ALTERNATIVES:**

Hire a Training Battalion Chief to oversee training solely for San Bruno Fire Department. This would be a cost of approximately \$325,000 for salary and benefits, vehicle, administrative and operational costs.

**RECOMMENDATION:**

Adopt resolution authorizing the City Manager to execute an agreement for Joint Operational and EMS Training Services and Administration Program between the fire agencies of Belmont, Central County Fire, Foster City, Millbrae, San Bruno and San Mateo

**ATTACHMENTS:**

1. Resolution Authorizing the City Manager to Execute an Agreement for Joint Operational and EMS Training Services and Administration Program between the Fire Agencies of Belmont, Central County Fire, Foster City, Millbrae, San Bruno and San Mateo
2. Agreement for Joint Operational and EMS Training Services and Administration Program between the Fire Agencies of Belmont, Central County Fire, Foster City, Millbrae, San Bruno and San Mateo

**DATE PREPARED:**

**REVIEWED BY:**

\_\_\_\_\_ CM

\_\_\_\_\_ ACM

\_\_\_\_\_ FD, Other

RESOLUTION NO. 2014-

**ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR JOINT OPERATIONAL AND EMS TRAINING SERVICES AND ADMINISTRATION PROGRAM BETWEEN THE FIRE AGENCIES OF BELMONT, CENTRAL COUNTY FIRE, FOSTER CITY, MILLBRAE, SAN BRUNO AND SAN MATEO**

**WHEREAS**, the Fire Agencies of Belmont, Central County Fire, Foster City, Millbrae, San Bruno and San Mateo have successfully operated a joint operational training program for a number of years; and

**WHEREAS**, the Fire Agencies of Belmont, Central County Fire, Foster City, Millbrae, San Bruno and San Mateo have expressed an interest in continuing this joint operational training program pursuant to the terms and conditions enumerated in the attached contract; and

**WHEREAS**, the City Council for the City of San Bruno find the terms and conditions of the contract to be acceptable

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of San Bruno authorizes the City Manager to execute an Agreement for Joint Operational and EMS Training Services and Administration Program between the Fire Agencies of Belmont, Central County Fire, Foster City, Millbrae, San Bruno and San Mateo.

—oOo—

I hereby certify the foregoing Resolution No. \_\_\_\_\_ was introduced and adopted by the San Bruno City Council at a regular meeting on February 25, 2014 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Carol Bonner, City Clerk

AGREEMENT FOR JOINT OPERATIONAL AND EMS TRAINING SERVICES  
AND ADMINISTRATION PROGRAM BETWEEN THE FIRE AGENCIES OF BELMONT,  
CENTRAL COUNTY FIRE, FOSTER CITY, MILLBRAE, SAN BRUNO AND SAN MATEO

This Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2013, by and between Belmont Fire Protection District, a municipal corporation ("Belmont"), Central County Fire, a Joint Powers Authority ("Central County Fire"), the City of Foster City, a municipal corporation (Foster City), the City of Millbrae, a municipal corporation ("Millbrae"), the City of San Bruno, a municipal corporation ("San Bruno"), and the City of San Mateo, a municipal corporation ("San Mateo"), collectively "Participating Agencies."

RECITALS

WHEREAS, the Participating Agencies have operated as a joint operational training program; and

WHEREAS, the Participating Agencies now wish to consolidate Emergency Medical Services (EMS) training into this program pursuant to this Agreement; and

WHEREAS, the Participating Agencies need a Division Chief to oversee the training program pursuant to this Agreement; and

WHEREAS, the Participating Agencies need an EMS Division Chief, Training Battalion Chief, Training Captain and one (1) three-quarters time administrative support person pursuant to this Agreement; and

WHEREAS, the Participating Agencies agree that the individuals assigned shall be referred to collectively as "Training Division Personnel".

AGREEMENT

BASED UPON THE ABOVE RECITALS, FOR VALUABLE CONSIDERATION and in accordance with Government Code Section 6504(d), the Participating Agencies agree as follows:

1. Term of Agreement: The term of this Agreement shall commence upon execution of the Agreement and continue until June 30, 2017, unless terminated pursuant to Section 19 below.

2. Invoices and Payment. Central County Fire will invoice the Participating Agencies on a quarterly basis commencing on \_\_\_\_\_, 2013, for service furnished beginning on \_\_\_\_\_, 2013, pursuant to the payment calculations set forth in this Agreement. Participating Agencies shall, within forty-five (45) days from the date of the invoice, pay to Central County Fire the invoiced amount.

3. Services Provided:

a. Division Chief – The Division Chief shall provide the services specified in Exhibit C of this Agreement, herein referred to as Director or Division Chief Director.

b. Training Battalion Chief – The Training Battalion Chief shall serve as Operational Training Program Administrator and will provide the services specified in Exhibit D of this Agreement.

c. EMS Division/Battalion Chief - The EMS Division/Battalion Chief shall provide and administer the EMS training program as specified in Exhibit E of this Agreement.

d. Training Captain – The Training Captain shall provide Target Safety overview and training with other duties as assigned by the Director and services specified in Exhibit F.

e. Administrative Support Personnel – An administrative support person shall provide the services specified in Exhibit G of this Agreement.

4. Employment of Division Chief: Division Chief shall remain as an employee of his/her department for all purposes including supervisory and disciplinary purposes. The Division Chief's department shall be solely responsible for all salary, benefits and insurance for the Division Chief. Division Chief shall not be entitled to any benefits or other employment rights with any other Participating Agency. In the event that the Division Chief department no longer wishes to provide the Division Chief, Participating Agencies shall meet and confer on a replacement Division Chief.

5. Employment of EMS Division/Battalion Chief: EMS Division/Battalion Chief shall remain as an employee of his/her department for all purposes including supervisory and disciplinary purposes. The EMS Division/Battalion Chief's department shall be solely responsible for all salary, benefits and insurance for the EMS Division/Battalion Chief. EMS Division/Battalion Chief shall not be entitled to any benefits or other employment rights with any other Participating Agency. In the event that the EMS Division/Battalion Chief's department no longer wishes to provide the EMS Division/Battalion Chief, Participating Agencies shall meet and confer on a replacement EMS Division/Battalion Chief.

6. Employment of Training Battalion Chief: Training Battalion Chief shall remain as an employee of his/her department for all purposes including supervisory and disciplinary purposes. The Training Battalion Chief's department shall be solely responsible for all salary, benefits and insurance for the Training Battalion Chief. Training Battalion Chief shall not be entitled to any benefits or other employment rights with any other Participating Agency. In the event that the Training Battalion Chief's department no longer wishes to provide the Training Battalion Chief, Participating Agencies shall meet and confer on a replacement Training Battalion Chief.

7. Employment of Training Captain: Training Captain shall remain as an employee of his/her department for all purposes including supervisor and disciplinary purposes. The Training Captain's department shall be solely responsible for all salary, benefits and insurance for the Training Captain. Training Captain shall not be entitled to any benefits or other employment rights with any other Participating Agency. In the event that the Training Captain's department no longer wishes to provide the Training Captain, Participating Agencies shall meet and confer on a replacement Training Captain.

8. Employment of the Training Administrative Assistant: If applicable, Training Administrative Assistant shall remain as an employee of his/her department for all purposes including supervisor and disciplinary purposes. The Training Administrative Assistant's department shall be solely responsible for all salary, benefits and insurance for the Training Administrative Assistant. Training Administrative Assistant shall not be entitled to any benefits or other employment rights with any other Participating Agency. In the event that the Training Administrative Assistant's department no longer wishes to provide the Training Administrative Assistant, Participating Agencies shall meet and confer on a replacement Training Administrative Assistant.

9. Overtime Reimbursement: Prior to working overtime, Training Division Personnel must obtain the Division Chief's written approval.

10. Vehicles: Each Participating Agency shall provide, without added cost, such vehicles, as it deems necessary to provide the services it is obligated to perform under this Agreement.

11. Operation Budget: The Participating Agencies shall be responsible for the costs of training supplies, equipment, records documentation, specialized instructors and other items directly related to the success of the training program as shown in Exhibit A. The Director shall be required to authorize all expenditures for the items shown in Exhibit A.

12. Services of Other Agencies: It is understood and agreed that the Operational Training Program may be offered to other agencies. Those agencies shall be billed for the actual cost of the service provided on a monthly basis with payment due within forty-five (45) days. Revenue from those payments shall be used to offset program costs.

13. Program Costs:

a. The budget projections for Fiscal Year 2013-2017 are shown in Exhibit B. The cost apportionment budget for Fiscal Year 2013-2014 is shown in Exhibit A.

b. On or before March 1<sup>st</sup> of each year during the term of this Agreement, the Participating Agencies will receive written notice of the projected budget for the next fiscal year with information on any adjustments that have been made from the budget projections shown in Exhibit B.

14. Allocation of Program Costs: As shown in Exhibit A, the allocation of program costs to each Participating Agency shall be based on the number of engine and truck companies in the Participating Agency divided by the total number of operational engine and truck companies of all Participating Agencies as of July 1 of each year during the term of this Agreement. Fire Companies that are operating with a partial and/or complete brown-out will be counted as operational as personnel are still on staff. However, if a Fire Company is closed and the positions eliminated, the Fire Company will no longer be counted in this calculation. At the end of each Fiscal Year, the Participating Agencies shall be given written notice of any adjustments to the program cost allocation necessitated by closure of a Fire Company.

15. Disability Leave or any Long Term Leave: If, during the term of this Agreement, any of the Training Division Personnel is on long term paid leave for 60 days or more, the Division Chief shall meet with the Fire Chiefs of the Participating Agencies in order to determine whether or not to fill the position on a temporary basis. Participating Agencies will be given written notice of the leave and an adjustment will be made to the program cost allocation no later than June 30<sup>th</sup> of the applicable year in which the leave occurred.

16. Employee Performance: Fire Chiefs of the Participating Agencies shall evaluate the Division Chief's performance. If the Division Chief is performing at a substandard level, the Fire Chiefs of the Participating Agencies shall have the authority to remove the Division Chief. The Division Chief shall evaluate the performance of Training Division Personnel. If Training Division Personnel are performing at a substandard level, the Division Chief may recommend to the Fire Chiefs of the Participating Agencies that Training Division Personnel be removed from their positions in the Training Division.

17. Training Division Term Commitment (out clause): Training Division Personnel may elect to return to positions in their respective Departments after a term of three years or formally request a reassignment prior to the end of their three year term. When this occurs, the open position will be filled according to the established Training Division policies and procedures.

18. Filling Future Vacancies: Except for the Administrative Support position, all candidates for the Training Division must be employees of one of the Participating Agencies. Candidates for all positions in the Training Division must meet all requirements outlined in each job description.

19. Termination or Withdrawal: A Participating Agency may terminate its participation in this Agreement and withdraw from the program by giving written notice at least 180 days prior to the end of the fiscal year to the other Participating Agencies. The Participating Agency that withdraws shall be liable for its share of program costs to the end of the fiscal year.

20. Responsibility: No Participating Agency shall be responsible for acts or omissions of another Participating Agency's officers or employees and shall not incur any liability arising out of the services of any other Participating Agency's officers or employees.

21. Indemnity: Except for those claims arising as a result of willful misconduct, each Participating Agency agrees to indemnify and hold harmless the other Participating Agencies for any and all claims arising out of its performance of this Agreement and to defend the other Participating Agencies against those claims.

22. Insurance: Each Participating Agency shall provide and maintain the following insurance or be self insured in the amounts set forth below.

A. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

B. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers Compensation in at least the minimum statutory limits.

D. General Provisions for all insurance. All insurance shall:

1. Include the other Participating Agencies, their elected and appointed officials, employees, and agents as additional insured with respect to this Agreement and the performance of services in this Agreement. The coverage shall contain no special limitations on the scope of its protection to the above-designated insured.

2. Be primary with respect to any insurance or self-insurance programs of the other parties, their elected and appointed officials, employees, and agents.

3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance.

4. No changes in insurance may be made without the written approval of each Agency's counsel.

23. Not a Joint Venture or Joint Powers Authority: The Participating Agencies intend by this Agreement to establish only a cost sharing arrangement of the Participating Agencies with regard to the training program and do not intend to create a joint powers agency, partnership, joint venture or joint enterprise of any kind.

24. No Third Party Beneficiary: This Agreement is only for the benefit of the Participating Agencies and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

25. Notices: All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below:

To Belmont: District Manager, Belmont Fire Protection District  
One Twin Pines Lane  
Belmont, CA 94002

To Central County: Fire Chief, Central County Fire Department  
1399 Rollins Road  
Burlingame, CA 94010

To Foster City: Fire Chief, Foster City Fire Department  
1040 East Hillsdale Blvd.  
Foster City, CA 94404

To Millbrae: Fire Chief, Millbrae Fire Department  
511 Magnolia Avenue  
Millbrae, CA 94030

To San Bruno: Fire Chief, San Bruno Fire Department  
555 El Camino Real  
San Bruno, CA 94066

To San Mateo: Fire Chief, San Mateo Fire Department  
1040 East Hillsdale Blvd.  
Foster City, CA 94404

26. Waiver: No failure on the part of any Participating Agency to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that Participating Agency may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. Non-Discrimination: Each Participating Agency warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. No Participating Agency nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

28. Mediation: Should any dispute arise out of this Agreement, any Participating Agency may request that it be submitted to mediation. The parties shall meet in mediation within 60 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by the

American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

The cost of mediation shall be borne equally by the parties. No party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

29. Governing Laws and Venue: This Agreement shall be governed by the laws of the State of California and, in the event of litigation; venue will be in the County of San Mateo.

30. Costs and Attorney Fees: Attorney fees in an amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that no party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

31. Authority to Enter Agreement: Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each respective party to abide by the terms and conditions of this Agreement.

32. Entire Agreement: This Agreement constitutes the complete and exclusive statement of the Agreement between the Participating Agencies. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by each Participating Agency to be bound, shall be binding on any of the Participating Agencies.

IN WITNESS WHEREOF, the Participating Agencies have executed this Agreement as the date indicated on page 1.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Fire Chief, Belmont Fire Protection District

Dated: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Belmont Fire Protection District's Attorney

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Fire Chief, Central County Fire Department

Dated: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Central County's Fire Department's Attorney

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Fire Chief, Foster City Fire Department

Dated: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Foster City Fire Department's Attorney

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Fire Chief, Millbrae Fire Department

Dated: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Millbrae Fire Department's Attorney

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Fire Chief, San Bruno Fire Department

Dated: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
San Bruno Fire Department's Attorney

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Fire Chief, San Mateo Fire Department

Dated: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
San Mateo Fire Department's Attorney

EXHIBIT A

JOINT TRAINING AND EMS PROGRAM  
As of July 1, 2013

	# of Companies	# of personnel	Participating Agencies and Cost Apportionment Compensation			Quarterly Distribution	Remarks
			Share of \$943,558	Assigned Costs	(Due To)/ Due From		
Belmont	2		\$ 85,778		85,778	21,444.50	Belmont pays
Central County Fire	5	3.75	214,445	611,755	(397,310)	(99,327.50)	CCFD receives
Foster City	3		128,667		128,667	32,166.75	Foster City pays
Millbrae	2	1	85,778	212,500	(126,722)	(31,680.50)	Millbrae receives
San Bruno	3		128,667		128,667	32,166.75	San Bruno pays
San Mateo	7		300,223		300,223	75,055.75	San Mateo pays
	22	4.75	\$ 943,558	\$ 824,255	\$ 119,303	29,825.75	

2013/14 BUDGET

	Account Number	Budget	Actual	Variance	Quarterly Invoices
Revenues:					
Participating Agencies					
Belmont		85,778			\$ 21,444.50
Central County		(397,310)			(99,327.50)
Foster City		128,667			32,166.75
Millbrae		(126,722)			(31,680.50)
San Bruno		128,667			32,166.75
San Mateo		300,223			75,055.75
Participating Agencies	200.000.00-00.342.200	119,303			\$ 29,825.75
JPA	200.000.00-00.342.051	6,600			
Classes	200.000.00-00.340.053	5,000			
Academy	200.000.00-00.340.054	5,000			
Education	200.000.00-00.340.055	20,000			
Communications	200.000.00-00.340.056	5,000			
Miscellaneous	200.000.00-00.364.100	-			
TOTAL REVENUES		\$ 160,903			
Expenditures:					
Contractual Services	200.000.00-00.516.300	22,000			
Administrative	200.000.00-00.516.400	15,000			
Operations	200.000.00-00.516.405	15,000			
Special OPS	200.000.00-00.516.410	15,000			
EMS	200.000.00-00.516.415	30,000			
IT	200.000.00-00.516.420	12,000			
Academy	200.000.00-00.516.425	5,000			
Classes	200.000.00-00.517.500	5,000			
Special Department Expense	200.000.00-00.516.428	13,087			
Communications	200.000.00-00.516.431	5,000			
Miscellaneous	200.000.00-00.520.400	13,470			
TOTAL EXPENDITURES		\$ 150,557	\$ -		

\* Per Company Charge = \$42,889

EXHIBIT B

PROPOSED BUDGET PROJECTIONS

	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
PERSONNEL COST	773,000	824,255	877,029	929,803	982,577
OPERATING BUDGET	115,557	119,303	121,529	123,755	125,981
TOTAL	888,557	943,558	998,558	1,053,558	1,108,558
DIFFERENCE		55,001	55,000	55,000	55,000
PER COMPANY RATE		42,889	45,389	47,889	50,389

PERSONNEL COST REIMBURSEMENT

	FY12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
	ACTUAL	REIMBURSED	REIMBURSED	REIMBURSED	REIMBURSED
DC TRAINING	225,000	212,500	225,000	237,500	250,000
BC TRAINING	228,515	202,500	215,000	227,500	240,000
DC EMS	254,742	204,500	217,000	229,500	242,000
CAPTAIN TRAINING	215,804	146,500	159,000	171,500	184,000
ADMIN SUPPORT	55,481	58,255	61,029	63,803	66,577
TOTAL	979,542	824,255	877,029	929,803	982,577
OPERATING BUDGET		119,303	121,529	123,755	125,981
TOTAL		943,558	998,558	1,053,558	1,108,558

## EXHIBIT C



CENTRAL SAN MATEO COUNTY TRAINING DIVISION

### DIVISION CHIEF (TRAINING/EMS)

Department: Fire  
FLSA Status: Exempt

Bargaining Unit: Fire Administrators  
Revision Date: 04/29/10

#### DEFINITION

Under the direction of the Deputy Fire Chief(s) will oversee the development, implementation and evaluation of the Shared Training and EMS Divisions and perform responsible supervisory, technical and administrative work in the Training Division on a 40-hour (4-10) schedule to support the training activities of the department(s). May be assigned to a 24-hour shift in commanding and supervising fire suppression, emergency medical and rescue activities.

#### ESSENTIAL DUTIES

- Will supervise the Training Battalion Chief, EMS Battalion Chief and Training Captain.
- Develop, maintain and implement comprehensive fire and emergency training programs for entry level fire personnel; plan, coordinate and implement in-service training courses, seminars, procedures and maintain training records
- Participate in related training classes; conduct multi-company training exercises and assess readiness needs of fire personnel
- Supervise, train, evaluate and maintain personnel training records of assigned staff
- Assist in the development and implementation of goals, objectives, policies and procedures for all the departments participating in the Shared Training and EMS Division.
- Assume command in a leadership role for fires or other significant incidents
- Ascertain the need for and type of additional equipment necessary to handle emergencies make technical decisions as to the best methods of extinguishing fires after observing the fire and receiving reports from company officers
- Assist in the investigation of fires to determine cause and origin
- Assist in the preparation of the division's budget and budget implementation
- Assist in coordinating Fire Department activities with other Cities/Town departments and divisions
- Participate in recommending the appointment of personnel; provide or coordinate staff training; work with employees to correct deficiencies and implement discipline procedures and maintain training records
- Assist in coordinating public fire safety training programs
- Assist in coordinating the development of specifications and acquisition of specialized firefighting support equipment
- Supervise the annual testing of fire apparatus
- Supervise the acquisition, testing, maintenance, inventory and records of fire hose
- Perform related duties as assigned

## REQUIRED QUALIFICATIONS

### Knowledge of:

- Principles, practices and procedures of modern firefighting including uses, operations, fire investigation methods, programs and equipment
- Principles of supervision and departmental management
- Local geography of the city and town, including the locations of major fire hazards
- Principles of fire administration including personnel, purchasing, training, safety and report writing
- Laws, ordinances and regulations affecting the work of the department including city, county, state and national fire protection and prevention codes, laws and rules.
- Microsoft Office and other software programs used in fire administration

### Ability to:

- Assume command of the department in the absence of the Fire Chief
- Prepare clear, concise and complete oral and written reports and maintain accurate and complete records
- Supervise subordinates under normal and emergency conditions
- Do pre-fire planning
- Apply the principles, practices and procedures of firefighting to specific situations
- Identify training needs and prepare, schedule and administer a comprehensive departmental training program including fire suppression needs

### Education & Experience:

- Must be currently employed by the Belmont Fire Department, Central County Fire Department, Millbrae Fire Department, Foster City Fire Department, San Bruno Fire Department, or San Mateo Fire Department.
- At least two (2) years experience as a Fire Captain or Chief Officer plus completion of 60 units of college level courses in Fire Science, Fire Administration or closely related field.
- Candidates must be Certified Fire Officers and complete the Chief Officer Certification program within three (3) years of appointment.
- Bachelors degree, ICS 300, S-290 and S-334 are highly desirable

### License:

- Possession of a valid Class C driver's license issued by DMV

**SPECIAL REQUIREMENTS**

Ability to exercise good judgment in emergency situations. Ability to work cooperatively with all those contacted in the course of work and be tolerant of others; to communicate clearly and concisely on the phone, in person and in writing; deal calmly with citizens and enforce necessary regulations with firmness and tact; analyze facts and exercise independent judgment. Physical requirements include ability to twist upper body, lift up to 75- pounds and drag up to 150-pounds. Possess the necessary visual and aural abilities as well as physical stamina and endurance required to perform aforementioned duties.

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date

## EXHIBIT D



# CENTRAL SAN MATEO COUNTY TRAINING DIVISION TRAINING BATTALION CHIEF

Department: Fire  
FLSA Status: Exempt

Bargaining Unit: Fire Administrators  
Revision Date: 04/29/10

## DEFINITION

Under the direction of the Division Chief overseeing Training and EMS will exercise supervision over Fire Captains, and perform responsible supervisory, technical and administrative work in the Training Division on a 40-hour (4-10) schedule to support the training activities of the department. May be assigned to a 24-hour shift in commanding and supervising fire suppression, emergency medical and rescue activities.

## ESSENTIAL DUTIES

- Develop, implement and evaluate the Training Division for the Fire Department(s)
- Develop, maintain and implement comprehensive fire and emergency training programs for entry level fire personnel; plan, coordinate and implement in-service training courses, seminars, procedures and maintain training records
- Participate in related training classes; conduct multi-company training exercises and assess readiness needs of fire personnel
- Supervise, train, evaluate and maintain personnel training records of assigned staff
- Assist in the development and implementation of goals, objectives, policies and procedures for the various divisions of the Fire Department(s)
- Assume command in a leadership role for fires or other significant incidents
- Ascertain the need for and type of additional equipment necessary to handle emergencies make technical decisions as to the best methods of extinguishing fires after observing the fire and receiving reports from company officers
- Assist in coordinating training for the Central San Mateo County Training Division
- Assist in the investigation of fires to determine cause and origin
- Assist in the preparation of the division's budget and budget implementation
- Assist in coordinating Fire Department activities with other Cities/Town departments and divisions
- Participate in recommending the appointment of personnel; provide or coordinate staff training; work with employees to correct deficiencies and implement discipline procedures and maintain training records
- Assist in coordinating public fire safety training programs
- Assist in coordinating the development of specifications and acquisition of specialized firefighting support equipment
- Supervise the annual testing of fire apparatus
- Supervise the acquisition, testing, maintenance, inventory and records of fire hose
- Perform related duties as assigned

## **REQUIRED QUALIFICATIONS**

### Knowledge of:

- Principles, practices and procedures of modern firefighting including uses, operations, fire investigation methods, programs and equipment
- Principles of supervision and departmental management
- Local geography of the city and town, including the locations of major fire hazards
- Principles of fire administration including personnel, purchasing, training, safety and report writing
- Laws, ordinances and regulations affecting the work of the department including city, county, state and national fire protection and prevention codes, laws and rules.
- Microsoft Office and other software programs used in fire administration

### Ability to:

- Assume command of the department in the absence of the Fire Chief
- Prepare clear, concise and complete oral and written reports and maintain accurate and complete records
- Supervise subordinates under normal and emergency conditions
- Do pre-fire planning
- Apply the principles, practices and procedures of firefighting to specific situations
- Identify training needs and prepare, schedule and administer a comprehensive departmental training program including fire suppression needs

### Education & Experience:

- Must be currently employed by the Belmont Fire Department, Central County Fire Department, Millbrae Fire Department, Foster City Fire Department, San Bruno Fire Department, or San Mateo Fire Department.
- At least two (2) years experience as a Fire Captain plus completion of 60 units of college level courses in Fire Science, Fire Administration or closely related field.
- Candidates must be Certified Fire Officers and complete the Chief Officer Certification program within three (3) years of appointment.
- Bachelors degree, ICS 300, S-290 and S-334 are highly desirable

### License:

- Possession of a valid Class C driver's license issued by DMV

**SPECIAL REQUIREMENTS**

Ability to exercise good judgment in emergency situations. Ability to work cooperatively with all those contacted in the course of work and be tolerant of others; to communicate clearly and concisely on the phone, in person and in writing; deal calmly with citizens and enforce necessary regulations with firmness and tact; analyze facts and exercise independent judgment. Physical requirements include ability to twist upper body, lift up to 75- pounds and drag up to 150-pounds. Possess the necessary visual and aural abilities as well as physical stamina and endurance required to perform aforementioned duties.

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date

EXHIBIT E



CENTRAL SAN MATEO COUNTY TRAINING DIVISION  
BATTALION CHIEF/EMS COORDINATOR

Department: Fire  
FLSA Status: Exempt

Bargaining Unit: Fire Administrators  
Revision Date: 04/29/10

**DEFINITION**

Under the direction of the Division Chief overseeing Training and EMS develops, implements, coordinates and evaluates activities of Fire Department(s) in areas of Emergency Medical Services and Operations.

**ESSENTIAL DUTIES**

- Assist in the development and implementation of department(s) goals and objectives.
- Develop and coordinate all the activities of the Emergency Medical Services program of the departments that are part of the shared agreement.
- Develop relationships, and liaisons with, San Mateo County EMS, the contracting transport company, and other needed agencies.
- Attend all necessary meetings including, but not limited to: QLC, MAC, Data Admin, Departmental Staff meetings, MCI, System Redesign, Training Officers, EMS Operations, FACT, etc...
- Assure that EMS and Advanced and Basic Life Support training activities are carried out in a manner consistent with the mandates of the State and County regulations controlling the provision of pre-hospital emergency medical services.
- Respond to and supervise medical operations at fires, major medical emergencies and other emergencies.
- Provide general instruction and specific direction to the Clinical Education Specialist position.
- Provide instruction and specific direction to paramedic shift liaisons.
- Maintain effective public relations in the field and office.
- Maintain a variety of departmental records.
- Coordinate work schedules with the other chief officers.
- Assist in the preparation of the department's budget.
- Provide information and direction to the public; assists in the development of community education programs; and speak before businesses, schools, civic and social groups.
- Responsible for implementation of all EMS policies and procedures of San Mateo County within the Fire department(s)
- Restock Narcotics as needed to ALS Apparatus.
- Conduct investigations for clinical and operational issues.
- Coordinate communicable disease procedures for the department and those departments that are part of the shared agreement.
- Assist in operational training needs as directed by the Division Chief.
- Perform other duties as assigned.

## REQUIRED QUALIFICATIONS

### Knowledge of:

- The principles of personnel management and public management and administration.
- Fire safety regulations and practices.
- Pertinent state and local EMS policies, principles, practices, and procedures.

### Ability to:

- Manage programs effectively; apply the principles, practices and procedures of Para-medicine to specific situations.
- Think and act quickly in emergencies.
- Judge situations and people accurately.
- Establish and maintain cooperative relationships with subordinates, peers, and the general public.
- Supervise subordinates under normal and emergency conditions.
- Be physically capable of performing command and control responsibilities in hazardous environments which may require physical agility and strength, and be prepared to use special equipment.

### Special Abilities:

- Ability to wear self-contained breathing apparatus for extended periods of time.
- To pull and extend hose lines.
- Operate power and hand tools.
- Extend and climb ladders.
- To stand for long periods of time.
- To squat or crouch for extended periods of time.
- To crawl in confined spaces.
- Use specialized EMS equipment.
- Follow and respond to audible and written information.
- Demonstrate competent manual dexterity.

### Education & Experience:

- Must be currently employed by the Belmont Fire Department, Central County Fire Department, Foster City Fire Department, Millbrae Fire Department, San Bruno Fire Department, or San Mateo Fire Department.
- At least two (2) years experience as a Fire Captain or have three (3) years experience as an Acting Captain.
- Two (2) years experience managing a comprehensive fire service program
- Associates of Arts/Science degree from an accredited college and Fire Officer Certification
- A Bachelors Degree and Chief Officer Certification are highly desired
- Continuing education is a requirement of this assignment

### License or Certificate:

- Instructor Certifications in the following areas: EMT, BLS, ACLS, PALS, and BTLS or PHTLS are desired.
- California Paramedic License and accreditation in San Mateo County
- Valid California State Driver's License

**SPECIAL REQUIREMENTS**

Ability to work in a standard office environment with some ability to sit, stand, walk, kneel, crouch, squat, stoop, reach, twist, climb and lift 25 pounds; some exposure to cold, extreme noise, outdoors, confining work space, electrical hazards, vibration, chemicals, dust, toxic waste, mechanical hazards, smoke and explosive materials. Ability to work cooperatively with the public, other departments and those encountered in the course of work; to remain calm during emergencies; to deal calmly with fire personnel and irate citizens or difficult problems, handling situations with tact and firmness. Possess the necessary visual and aural abilities as well as physical stamina and endurance required to perform aforementioned duties.

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date

## EXHIBIT F



# CENTRAL SAN MATEO COUNTY TRAINING DIVISION TRAINING CAPTAIN

Department: Fire  
FLSA Status: Non-Exempt

Bargaining Unit: Local 2400  
Revision Date: 04/29/10

### DEFINITION

Under the direction of the Division Chief overseeing Training and EMS, the Training Captain will perform supervisory, technical and administrative work on a 40-hour (4-10) schedule to support the training activities of the department, as well as Safety and EMS. This individual may be assigned to a 24-hour shift in commanding and supervising fire suppression, emergency medical and rescue activities.

### ESSENTIAL DUTIES

- Develop, implement and evaluate areas in the Training Division.
- Participate and assist in related training classes; support the Training and EMS Chiefs in conducting multi-company training exercises and assess readiness needs of fire personnel.
- Assist in completing various assignments in the area of Safety for the department(s).
- Assist in the development and implementation of goals, objectives, policies and procedures for the various divisions of the Fire Department(s).
- Assist in the preparation of the division's budget and budget implementation.
- Be able to perform all essential duties of "Fire Captain" when assigned to that position.
- Respond to fire, emergency rescue, first aid alarms and public service calls.
- Assign firefighters and equipment; designate route to be taken to emergency and order placement of equipment in proper position for efficient operation.
- Direct fire control operations until relieved by supervisor; direct subordinates and personally assist in extinguishing fires and in performing lifesaving and property protection work.
- Supervise the return and serving of equipment after calls; take charge of fire station, supervise and participate in the maintenance of quarters and equipment.
- Evaluate performance of subordinates; maintain records and submit reports.
- Conduct drills and classes; develop and present training to improve the service and safety level of fire fighting force.
- Perform related duties as assigned.

### REQUIRED QUALIFICATIONS

#### Knowledge of:

- Principle, practices, and procedures of modern firefighting and protection of lives and property
- Rules and regulations of the Fire Department(s) and operation and maintenance of the types of apparatus and equipment used in fire fighting
- Local geography including location of mains, hydrants and major fire hazards of the city; first aid, rescue and resuscitation equipment and protection
- Principles of supervision and training
- Fire code and local codes; extrication procedures; hose evolutions; ladder principles
- Fire ground tactics and strategy, salvage and overhaul techniques and ventilation practices and sprinkler operations; rescue practices, knots and ropes

Ability to:

- Lead people effectively under normal and emergency conditions
- Interpret and explain fire prevention laws and regulations
- Prepare clear, concise and complete reports
- Conduct training and drill sessions
- Understand and carry out written directions

Skills:

- Ability to safely and efficiently use rescue tools, rescue ropes and pulley, defibrillator, ventilation, salvage and communication equipment, manual forcible entry tools, power saws; drive motorized apparatus defensively.

License:

- Class B Driver's License issued by the California DMV

Education & Experience:

- Requires at least four (4) years firefighting experience as a paid firefighter with one of the following Fire Departments; Belmont Fire Department, Central County Fire Department, Foster City Fire Department, Millbrae Fire Department, San Bruno Fire Department, San Mateo Fire Department.
- Completion of 60 units college level courses leading to an Associate of Art or Associate of Science Degree
- Completion of the State Officer Certification classes or Fire Officer I certification by the State of California

**SPECIAL REQUIREMENTS**

Ability to crawl, twist upper body, climb ladders and work at heights and to lift up to 75-pounds and drag up to 150-pounds. Ability to work in a hazardous environment including electrical and mechanical hazards, to work in confined spaces; to work with hazardous materials and the ability to produce extreme effort/energy for short periods of time plus endurance. Ability to analyze situations quickly and draw logical conclusions; to remain calm and follow instructions under pressure, stress and emergency situations. Ability to work cooperatively with all those contacted in the course of work, be tolerant of others and get along in a community living environment. Possess the necessary visual and aural abilities as well as physical stamina and endurance required to perform the aforementioned duties.

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date

## EXHIBIT G



# CENTRAL SAN MATEO COUNTY TRAINING DIVISION

## SENIOR CLERK – TRAINING DIVISION

Department: Fire  
FLSA Status: Non-Exempt

Bargaining Unit:  
Revision Date: 10/13/11

### GENERAL PURPOSE

Under general direction of the Division Chief, performs a wide variety of routine to complex clerical and administrative duties to support the Central San Mateo County Training Division.

### ESSENTIAL DUTIES

- Perform a variety of administrative duties for the Training Division.
- Provide a high level of customer service when assisting the public, members of other agencies and coworkers with inquiries and general information in person, by telephone and in writing.
- Review documents and other records to ensure accuracy, completeness and conformance to applicable policies and procedures.
- Compile information and materials in accordance with established formats.
- Prepare a variety of correspondence, periodic and special reports, presentations, and other written materials.
- Maintain Task Force Training Calendar.
- Responsible for data entry and content maintenance in Target Safety.
- Coordinate and handle logistics for meetings.
- Coordinate purchasing activities; research purchases and make recommendations; ensure that proper funds are debited and invoices approved; follow up with vendors as required.
- Maintain training records for all personnel of member agencies of Central San Mateo County Training Division.
- Coordinate special projects for Training Division.
- Maintain inventory of office supplies.
- Operate a variety of standard office equipment.
- Perform other duties as assigned.

### MINIMUM QUALIFICATIONS

- Graduation from high school or GED equivalent
- Two (2) years of increasingly responsible clerical experience

### DESIRABLE QUALIFICATIONS

- Principles of public administration.
- Proficiency in Mac and PC
- Budgetary and financial record keeping techniques.
- Office administrative practices and procedures, including filing, records management and the operation of standard office equipment.
- Knowledge of basic public, personnel, purchasing and contract administration practices.

**SKILLS AND ABILITIES**

- Acquire thorough knowledge of the functions, policies and procedures of the Training Division.
- Make decisions on procedural matters without immediate supervision.
- Research, compile and summarize varied information, evaluate alternatives and reach sound conclusions.
- Plan, coordinate and execute special projects independently.
- Prepare clear and accurate reports, correspondence, procedures and other written materials.
- Ability to communicate effectively verbally and in writing; hear phones and normal conversations; receive instructions; and remain calm during difficult situations.
- Organize and prioritize work and meet critical deadlines.
- Maintain accurate records and files.
- Exercise sound independent judgment within established policies and guidelines.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Work extended or irregular hours.
- Ability to sit for long periods of time at a desk; stand and walk for moderate periods of time.

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

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**DATE:** February 25, 2014

**TO:** Honorable Mayor and City Council Members

**FROM:** Mark Ladas, Fire Chief

**SUBJECT:** Adopt Resolution Authorizing the City Manager to Execute a First Amended Joint Exercise of Powers Agreement with the San Mateo Operational Area Emergency Services Organization

### **BACKGROUND:**

The County of San Mateo created the Emergency Services Council with the mission to provide planning, preparedness, public information, training, and Federal/State intergovernmental emergency services coordination for the twenty cities/towns within San Mateo County, as well as for County government, to enable them to respond to, minimize the impact of, and recover from a major emergency, disaster, or homeland security incident with the least possible loss of life or property.

The jurisdictions within the County of San Mateo comprise the San Mateo County Operational Area (SMCOA) and manage emergency operations through a Joint Powers Agreement (JPA) created in 1997. The agreement established the San Mateo Operational Area Emergency Services Organization and outlined the operational structure of and funding formula for the SMCOA.

### **DISCUSSION:**

The JPA agreement from 1997 was determined to be outdated and in need of revision. The entire landscape of the Homeland Security and Emergency Services field has changed drastically since 2001 and the agreement that governs how San Mateo County provides Emergency Services needs to reflect current laws, rules, directives, orders and trends.

In January 2013, the Emergency Services Council directed staff to review and revise the Joint Powers Authority (JPA) Agreement. A committee comprised of representatives from San Mateo County Health Services Agency, City of San Mateo Fire, City of Redwood City/San Carlos Fire, South San Francisco Fire, North County Fire, Central County Fire, San Mateo County OES and Foster City Fire was formed. The committee met several times in 2013 to draft the First Amendment to the JPA Agreement.

7.1.

The revised JPA Agreement has been updated to reflect the current relationships between the County of San Mateo and the participating cities and other partners to provide a clear understanding of the mission of the Emergency Services Council and the Emergency Coordinators within the County, cities and other participating partner agencies/jurisdictions.

Substantive Changes to the JPA Agreement include:

- Definitions have been updated to reflect current language used in the provision of emergency services and homeland security prevention, protection, response and recovery.
- Minimum recommended training requirements for members have been added to ensure an understanding of Standardized Emergency Management System (SEMS, California) and the National Incident Management Systems (NIMS), compliance obligations and basic emergency management.
- General provisions to further define the purpose and member/partner expectations and participation of the Authority
- Emergency Preparedness and planning metrics have been added to the agreement to provide defined common preparedness responsibilities for all jurisdictions.
- The responsibilities of both local coordinators (city/jurisdiction staff) and Op Area coordinators (County staff) have been spelled out.
- Regular review and revision dates have been included to ensure compliance with established guidelines such as NIMS.
- Non-voting member participants have been added.

The draft document was presented to the County Police Chiefs, Fire Chiefs and City/Town Managers and legal counsel as appropriate, as well as the County Emergency Managers Association. The governing bodies of all twenty participating cities and the County of San Mateo are being requested to approve the agreement for final approval and full implementation by March 31, 2014.

**FISCAL IMPACT:**

There is no proposed change to the funding formula for the Joint Powers Agreement.

**ALTERNATIVES:**

1. Do not approve the agreement
2. Request staff to bring back additional information to the City Council for consideration

**RECOMMENDATION:**

Adopt Resolution authorizing the City Manager to execute a First Amended Joint Exercise of Powers Agreement with the San Mateo Operational Area Emergency Services Organization.

**DISTRIBUTION:**

1. City Attorney

**ATTACHMENTS:**

1. Resolution
2. First Amended Joint Exercise of Powers Agreement San Mateo Operational Area Emergency Services Organization.

**DATE PREPARED:** February 7, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

\_\_\_\_\_ CA

**RESOLUTION NO. 2014-**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
THE FIRST AMENDED JOINT EXERCISE OF POWERS AGREEMENT FOR THE  
SAN MATEO OPERATIONAL AREA EMERGENCY SERVICES ORGANIZATION**

**WHEREAS**, the twenty cities located within San Mateo County have entered into a Joint Powers Agreement (JPA) in order to provide emergency services countywide; and

**WHEREAS**, the existing JPA agreement from 1997 is outdated and in need of revision; and

**WHEREAS**, the proposed amended JPA has been updated to reflect the current relationships between the County of San Mateo and the participating cities and other partners to provide a clear understanding of the responsibilities of the Emergency Services Council and the Emergency Coordinators within the County, cities and other participating partner agencies/jurisdictions; and

**WHEREAS**, the amended JPA includes relevant language that complies with the Standardized Emergency Management System (SEMS, California) and the National Incident Management System (NIMS, Federal) and that outlines the overarching responsibilities for the Emergency Services Council and defines the roles of the cities.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of San Bruno authorizes the Mayor to execute the First Amended Joint Exercise of Powers Agreement for the San Mateo Operational Area Emergency Services Organization

—oOo—

I hereby certify the foregoing Resolution No. \_\_\_\_\_ was introduced and adopted by the San Bruno City Council at a regular meeting on February 25, 2014 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Carol Bonner, City Clerk

**First Amended  
Joint Exercise of Powers Agreement  
San Mateo Operational Area Emergency Services Organization**

This Agreement which supersedes in its entirety the San Mateo County Operational Area Joint Powers Agreement as revised on the 3<sup>rd</sup> day of April, 1997, which established the San Mateo Operational Area Emergency Services Organization, pursuant to the provisions of the Joint Exercise of Powers Act (Title 1, Division 7, Article 1, 6500 et seq. of the California Govt. Code), is by and between the County of San Mateo and those cities and towns within the County of San Mateo and other identified partners who become signatories to this agreement, and relates to the joint exercise of powers among the signatories hereto.

**RECITALS**

**Whereas** the Members want to establish a unified emergency services organization; and,

**Whereas** the Members agree that the purpose of this organization will be to operate pursuant to Presidential Directive 5, the National Response Framework, National Incident Management System (NIMS), Presidential Directive 8, the National Preparedness Goal and California's Standardized Emergency Management System (SEMS) and local adopted Emergency Operations Plans and Annexes; and,

**Whereas** the Members agree that the participants within this organization will include all local governments within the geographic area of the County, special districts, unincorporated areas, and participating non-governmental entities; and,

**Whereas** the Members agree that the collective goal is to provide coordinated plans for the protection of persons and property based on the four phases of emergency management, prevention, protection, response, and recovery; and,

**Whereas** the Members agree to provide support for certain communications systems, to include the Regional Public Alerting and Notification Systems, such as SMC Alert and TENS, as well as other Situational Awareness Tools; and

**Whereas** the Members are committed to cooperatively addressing the challenges of sustaining and managing a hazardous materials emergency response program; and,

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

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

**Article I - GENERAL PROVISIONS**

**1.01 Purpose.**

This Agreement creates an entity to exercise the powers shared in common by its Members to engage in local and regional cooperative planning, coordination and delivery of services. As part of this Agreement purpose, Members seek to meet or enhance the current Emergency Response Planning and Management Capabilities within the Operational Area. Further, Members seek to support existing regional Public Information and Notification systems, and to continue to support

the regional hazardous materials emergency response program. Such purposes are to be accomplished and the Members' common powers exercised as set forth in this Agreement.

### **1.02 Creation of Authority.**

Pursuant to the Joint Exercise of Powers Act, the Members hereby create a public entity to be known as the "San Mateo Operational Area Emergency Services Authority" (the "Authority"). The Authority shall be a public entity separate and apart from the Members. The geographic jurisdiction of the Authority is all territory within the geographic boundaries of the Members; however the Authority may undertake any action outside those geographic boundaries as is necessary and incidental to accomplishing its purpose.

### **1.03 Membership in the Authority.**

Membership in the Authority is limited to public entities, as defined by the Joint Exercise of Powers Act, located or operating in San Mateo County that have approved and executed this Agreement, and contributed resources of any kind toward establishing and supporting the Authority (including, but not limited to financial, personnel, equipment, or other resources), as approved by the Council

**1.04 Participating Members/Partners in the Authority.** Participation in the Authority is to ensure cooperative emergency planning and response, all participating members and partners are expected to attend all regular and special meetings of the Area Emergency Services Council, agree to 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. Each member jurisdiction shall identify and designate at the beginning of each fiscal year, a local coordinator for regular participation in San Mateo County Emergency Managers Association Meetings and all other activities. Should the identified Coordinator change at any time during the year, the member jurisdiction shall notify the Director of Emergency Services within 30 days. If a member jurisdiction participates in a protection district contract relationship for the provision of emergency services, they are still required to name a local coordinator who will assure the continuity of communication between the member agency, the County Office of Emergency Services and the Emergency Services Council.

## **Article II- COMMON TERMINOLOGY**

**2.1 All-Hazards:** "Grouping classification encompassing all conditions, environmental or manmade, that have the potential to cause injury, or death; damage to or loss of equipment, infrastructure services, or property; or alternately causing functional degradation to societal, economic or environmental aspects. Annotation: All hazards preparedness ensures that if a disaster occurs, people are ready to get through it safely, and respond to it effectively. FEMA began development of an Integrated Emergency Management System with an all-hazards approach that included 'direction, control and warning systems which are common to the full range of emergencies from small isolated events to the ultimate emergency – war.'" (DHS, *Lexicon*, October 23, 2007, p. 1)

**2.2 Catastrophe:** An event in which a society incurs, or is threatened to incur, such losses to persons and/or property that the entire society is affected and extraordinary resources and skills are required, some of which must come from other nations.

**2.3 Community Emergency Response Team (CERT):** "Community Emergency Response Team" (CERT) training is one way for citizens to prepare for an emergency. CERT training is designed to prepare people to help themselves, their families and their neighbors in the event of a catastrophic disaster. Because emergency services personnel may not be able to help everyone immediately, residents can make a difference by using

the training obtained in the CERT course to save lives and protect property.” (DHS, *National Response Framework* (Comment Draft). DHS, September 10, 2007, p. 18)

**2.4 Command:** “Command comprises the IC [Incident Commander] and the Command Staff. Command staff positions are established to assign responsibility for key activities not specifically identified in the General Staff functional elements. These positions may include the Public Information Officer (PIO), Safety Officer (SO), and Liaison Officer (LNO), in addition to various others, as required and assigned by the IC.” (DHS, *NIMS*, 2004, p. 13)

**2.5 Emergency:** Any incident, whether natural or manmade, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance 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.

**2.6 Emergency Management:** As 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 manmade disasters.

**2.7 Emergency Operations Center (EOC):** The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement and medical services), by jurisdiction (e.g., federal, state, regional, tribal, city, county) or some combination thereof.

**2.8 Incident:** An occurrence or event, natural or manmade, which requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild land 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.

**2.9 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. ICS is a management system designed to enable effective incident management by integrating a combination of facilities, equipment, personnel, procedures and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

**2.10 Local Emergency:** The duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and 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.

**2.11 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).

**2.12 Mitigation:** Activities providing a critical foundation in the effort to reduce the loss of life and 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.

**2.13 National Incident Management System (NIMS):** 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, in order to reduce the loss of life or property and harm to the environment.

**2.14 National Response Framework:** This document 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.

**2.15 Operational Area:** An intermediate level of the state emergency services organization, consisting of the County and all political subdivisions within the county area. In a state of emergency, the operational area shall serve as a link in the system of communications and coordination between the political subdivisions comprising the operational area and the Regional or State Emergency Operations Center.

**2.16 Preparedness:** Actions that involve a combination of planning, resources, training, 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.

**2.17 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; post incident reporting and development of initiatives to mitigate the effects of future incidents.

**2.18 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 National Incident Management System, resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an emergency operations center.

**2.19 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.

**2.20 Standardized Emergency Management System:** The Standardized Emergency Management System (SEMS) is 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 Incident Command System (ICS), California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), the Operational (OA) Area concept and multiagency or inter-agency coordination. State agencies are required to use SEMS and local government entities must use SEMS in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

### **Article III - Authority of Members.**

#### **3.01 Composition of the Council**

The Authority shall be administered by the Emergency Services Council (the "Council") consisting of the following:

- a) A member of the San Mateo County Board of Supervisors, who shall be designated by the Supervisors.
- b) The Mayor of each City or, in the case of his/her inability to attend, an alternate may be selected by the City from the City Council to represent the jurisdiction.
- c) The Chair of the Emergency Services Council shall be the representative from the Board of Supervisors unless a majority of the Council vote to select another of their members to be the chair and an alternate vice-chair shall be selected by the Council by the membership.

#### **3.02 Minimum Recommended Training Requirements**

To ensure NIMS Compliance among the Authority the following training curriculum is being proposed.

- a) ICS-100: Introduction to ICS or equivalent
- b) FEMA IS 700.a: NIMS An Introduction
- c) ICS-402: Incident Command System (ICS) Overview for Executives/Senior Officials(G402)

#### **3.03 General Purpose of the Joint Powers Authority.**

The general purpose of the Authority is to:

- a) Provide structure for administrative and fiscal oversight;
- b) Identify and pursue funding sources;
- c) Set policy;
- d) Maximize the utilization of available resources; and
- e) Oversee all Committee activities.

#### **3.04 Specific Responsibilities of the Authority.**

The specific responsibilities of the Authority shall be as follows:

- a) To review and recommend adoption by the Board of Supervisors and City Councils of each City, Emergency Plans, programs and agreements, in addition to the basic agreements as determined necessary to carry out the purpose of the Emergency Services Organization.
- b) To approve an annual budget in an amount necessary to carry out the purposes of the Emergency Services Organization. Upon review and approval of the annual budget by the Authority, each member shall recommend the budget to the governing body of

the county and each of the cities for the purpose of securing from each of the appropriations in accord with each party's identified allocation.

### **3.05 Meetings of the Authority.**

- a) Regular Meetings. The Authority shall approve a schedule for its regular meetings provided, however, that the Authority shall hold at least one regular meeting quarterly. The Authority 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.
- b) Special Meetings. Special meetings of the Authority may be called by the Chair.
- c) Call, Notice and Conduct of Meetings. All meetings of the Authority, including without limitation, regular, adjourned regular and special meetings, shall be noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 *et seq.* As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member.

### **3.06 Minutes.**

The Secretary shall cause to be kept minutes of the meetings of the Council and shall, as soon as practicable after each meeting, cause a copy of the minutes to be made available to each the Chair, the Members and other interested parties upon request. The audio recording of all meetings will be posted on the SMC OES Website.

The written minutes shall consist of a summary of the information provided to and any actions taken by the Authority.

### **3.07 Voting.**

All voting power of the Authority shall reside in the Council. Each Member shall have one vote. An alternate member may participate and vote in the proceedings of the Authority only in the absence of that alternate's member. No absentee ballot or proxy is permitted.

### **3.08 Quorum; Required Votes; Approvals.**

A majority of the Members (shall be one more than half) shall constitute a quorum of the Council for the transaction of business. The affirmative votes of a quorum of the Members shall be required to take any action by the Authority.

## **Article IV – PARTICIPATING PARTNERS, EMPLOYEES AND ADVISORY COMMITTEES**

### **4.01 Participating Partners.**

In order to ensure cooperative emergency planning and response, the following may be invited to attend, as non-voting members, all regular and special meetings of the Area Emergency Services Council, participate in the development of plans and training programs, and otherwise assist in supporting the implementation of this agreement:

- a) A representative of the American Red Cross to be appointed by the Chair with the approval of the Council.
- b) One representative each from the San Mateo County Fire Chiefs Association and the San Mateo County Police Chiefs Association as may be appointed by the Chair with approval of the Council.
- c) One representative for Water Districts as may be appointed by the Chair with approval of the Council.
- d) One representative for Sanitary Districts as may be appointed by the Chair with approval of the Council.
- e) One representative for Harbor District as may be appointed by the Chair with approval of the Council.

- f) One representative for the Port Authority as may be appointed by the Chair with approval of the Council.
- g) One representative for Transit District as may be appointed by the Chair with approval of the Council.
- h) One representative for Pacific, Gas and Electric Company as may be appointed by the Chair with approval of the Council.
- i) One representative for the Office of Education as may be appointed by the Chair with approval of the Council.
- j) One representative for the Hospital Consortium as may be appointed by the Chair with approval of the Council.
- k) One representative for the EMS Agency as may be appointed by the Chair with approval of the Council.
- l) One representative for the San Mateo Emergency Managers Association as may be appointed by the Chair with approval of the Council.

Should other interested parties be identified for participation, the Authority shall consider a written request for participation and may be appointed by the Chair with approval of the Council.

**4.02 Treasurer.**

The Treasurer and Tax Collector of the County of San Mateo shall be the Treasurer of the Authority.

The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Authority from whatever source, and shall have the duties and obligations set forth in the Joint Exercise of Powers Act. There shall be a strict accountability of all funds and report of all receipts and disbursements.

**4.03 Auditor.**

The Controller of the County of San Mateo shall be the Auditor of the Authority.

The Auditor shall perform the functions of auditor for the Authority and shall make or cause an independent annual audit of the accounts and records of the Authority by a certified public accountant, in compliance with the requirements of the Joint Exercise of Powers Act and generally accepted auditing standards.

**4.04 Legal Counsel.**

The San Mateo County Counsel shall be the legal counsel for the Authority. To the extent permitted by the Joint Exercise of Powers Act, the Authority may change, by resolution, the Legal Counsel of the Authority.

**4.05 Secretary to the Authority.**

The San Mateo County Office of Emergency Services shall provide a Secretary and administrative support to the Authority.

**4.06 Other Employees.**

The Authority shall have the power by resolution to appoint and employ such other officers, employees, consultants and independent contractors as may be necessary to carry-out the purpose of this Agreement. Those Officers of the Authority who have charge of, handle or have access to any property of the entity shall be designated by the Authority and shall file a bond in an amount to be fixed by the contracting parties.

**4.07 Administrative Committee.**

The Authority shall establish the Administrative Committee.

- a) The Administrative Committee shall consist of the County Manager, 4 City Manager/Administrators selected from among the city managers and city administrators of the participating cities, and a Board Member of the San Mateo County Emergency Management Association.
- b) The Administrative Committee shall be representative of the identified Zones within the County, to include North, Central, South and County. All participants shall be identified at the beginning of each fiscal year. (June meeting)
- c) The Director of Emergency Services, as herein after established, who shall act as the Secretary, ex-officio.

The Administrative Committee reviews and makes recommendations to the Area Emergency Services Council on budgets, projects, work plans, training and exercise, collaborative planning efforts, and other policy issues that come before the Council.

#### **4.08 Director of Emergency Services.**

The Sheriff or his/her designee shall be the Director of Emergency Services. The Director will be responsible for the on-going operation and administration of the Area Office of Emergency Services including:

- a) Emergency Response- coordination and planning during any regional emergency in accordance with adopted emergency plans.
- b) Plans and Operations- 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 Council.
- c) Communications- coordination, development and maintenance of an area-wide emergency communications service, including public alert and warning, and other situational awareness tools.
- 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. 3100CGC and volunteers. The member cities will be responsible for the training and exercise of their identified employees; however OES will provide needed support as requested.
- f) Grant Program Administration- coordination and assistance with designated emergency coordinators within the Operational Area in the securing and distribution of grant funds for regional emergency management initiatives and program support.
- 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.

The Director of Emergency Services shall be furnished with staff as is necessary, and authorized by the Council, to carry out the identified duties. The Director of Emergency Services is not the EOC Director unless the circumstances dictate so.

The Area Emergency Services Staff shall be civil service employees of the County of San Mateo and shall be appointed by the Sheriff. Necessary personnel, administrative, fiscal and logistic support shall be furnished by the County subject to reimbursement by the Emergency Services Council.

### **Article V – MUTUAL RESPONSIBILITIES**

**5.01 Emergency Preparedness and Planning Standards-** The county and cities shall each accept primary responsibility for the readiness within their respective jurisdictions and development of disaster preparedness plans which shall be compatible with and complimentary to the area-wide emergency planning and organization, formulated pursuant to this agreement.

As such, the following common preparedness responsibilities and basic measurement standards to insure a comparable level of readiness among all of the jurisdictions has been developed to include:

- a) Adopt an Emergency Operations Plan and Annexes, review and update no less than every three years
- b) Have a Local Hazard Mitigation Plan, internally reviewed annually and provide updates as required, and approved by FEMA. (Currently no less than every five years)
- c) Participate in the Op Area Multi-Year Training/Exercise Planning
- d) Use NIMCAST to report Readiness (a self assessment tool from Homeland Security)
- e) Adopt use of the Homeland Security Exercise and Evaluation Program
- f) Participate in Meetings and activities including the Emergency Managers Association
- g) Participate in Training and Exercises
- h) Prepare and maintain necessary plans and agreements to facilitate emergency sheltering

Each member of the Council shall report on the Standards annually at the September meeting to ensure all efforts towards compliance are being made.

**5.02 Training and Exercise-** A Training and Exercise Plan is a means to establishing a standard of readiness and initiates a basic knowledge and capability skill set. Full participation by JPA Member Emergency Managers and other Op Area stakeholders is important to developing a multi-year training program. An annual planning workshop is facilitated to put the plan together and accommodates the needs of the stakeholders. Full commitment and participation by the JPA Member Agencies and participating partners will also be expected in the annual exercise, in some capacity, to ensure the preparedness level of our Operation Area. Further, Members agree to support the NIMS compliance of each of their jurisdictions.

**5.03-Local Coordinator Responsibilities-** As all Members have joined this Authority with a commitment to engage in local and regional cooperative planning, coordination and delivery of services. Each jurisdiction will provide local support of the emergency management effort through staff with primary or secondary responsibilities that will include but are not limited to the following:

- a) Management/Coordination of the Local Emergency Operations Center (EOC) -- (functional and support services)
- b) Provide liaison support to the Emergency Operations Center (EOC) Director or his/her designee in emergency or disaster situations.
- c) Participate with a Planning and Exercise Design Team as well as complete a 3-5 year Training and Exercise Program that is HSEEP compliant.
- d) Training various department personnel to establish and operate a department Operating Center (D.O.C.)
- e) Oversee the preparation and prepare and modify elements of the local Emergency Operations Plan and Disaster Recovery Plan to ensure compatibility with the Operational Area Emergency Operations Plan and Annexes.
- f) Develop relationships with representatives of local departments, public and private support and relief agencies, business, educational, homeowners' and other groups regarding emergency services; prepare specialized plans designed to meet the needs of various sections of the community.
- g) Prepare and disseminate training materials to ensure effective response in a disaster situation;
- h) Develop, train and maintain a Community Emergency Response Team (CERT) system

- i) Develop relationships with representatives of state and federal agencies; review legislation, regulations and other documentation to ensure that the City is in compliance with such regulations and avails itself of all financial and other resources.
- j) Respond to the Emergency Operations Center when it is activated; ensures that appropriate documents are available at the center and provides liaison and coordinative support as required.

**5.04 Operational Area Coordinator Responsibilities-** In addition to the roles and responsibilities identified in Section 4.08, The Director of Emergency Services will provide staff in direct support of the Local Coordinators. These Operational Area Coordinators are not intended to replace local staff as they do not have the required authority within local jurisdictions to operate as the primary coordinators. They will however provide the following services which include but are not limited to:

- a) Develop, review and update emergency operations plans.
- b) Develop, review and update detailed standard operating procedures, checklists and resource documents.
- c) Compile data and prepare program papers and progress reports for the jurisdictions served.
- d) Compile and review jurisdictional data in support of the annual Standards Review.
- e) Support a Planning and Exercise Design Team as well as complete a 3-5 year Training and Exercise Program that is HSEEP compliant.
- f) Act as information, education and/or resource officer for the jurisdictions served.
- g) Speak to civic groups, clubs, and organizations to promote emergency services programs encouraging public understanding and support.
- h) Work cooperatively with other office staff on area-wide projects and in training programs.

**5.05 Supplemental Operations Support –** In an effort to provide advanced training and to support emergency mutual aid during localized disasters/events, the Director of Emergency Services (Director) will pilot an Emergency Management Support Team (EMST). The desired end state of the EMST is to have a group of trained individuals who can support, not supplant or replace, local city/county EOC staff during isolated incidents. The recruitment, training and exercise schedule for EMST will be determined by the Director. Participation in and support of the EMST is completely voluntary by the Members; however, only those Members who participate in the EMST to the satisfaction of the Director will be entitled to receive no-cost support of the EMST upon request. In general, the number of participants on the EMST from Members will be based on population as follows:

Member population	Member staff on EMST
Under 25,000	1-2
25,000-100,000	2-3
100,000-250,000	3-5

Participation in the EMST does not guarantee a Member agency support during an incident; the Director will be responsible for evaluating the size/complexity of the incident and determining whether or not EMST members will be deployed.

## **Article VI – BUDGET and COST-SHARING**

In consideration of the mutual promises herein contained it is hereby agreed that the cost of maintaining the Area Emergency Services 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 service 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 cities 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 contracting cities shall be the most recent such total maintained by the offices of the County Assessor.
- d) The figures used for population in each city shall be determined by a method and from a source that is mutually acceptable to the majority of members.
- e) It is understood and agreed that the financial obligations incurred by the county and the member cities 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 members 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 Area Emergency Services Coordinator and the Administrative Committee for revision and recommendation. If no resolution can be reached by the committee, the members may proceed to adopt budgets that provide those services they deem necessary for adequate emergency services protection as a whole, but any member shall be financially responsible for that portion of the budget unilaterally adopted. Any member which does not meet its financial commitment under an adopted budget will lose its voting status and such other privileges of membership as the Council shall determine.

## **Article VII-INSURANCE**

- a) The County shall add the Emergency Services Organization to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of the agreement. Unless the Area Emergency Services Council decides otherwise, County shall provide for the defense of any claims or litigation within the \$250,000 self-insured retention. Legal representation by the County will ordinarily be provided by the County Counsel.
- 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 \$250,000 self-insured retention shall be shared by the parties in accordance with the formula as described in Article VI (b).

## **Article VIII- EFFECTIVENESS**

This agreement shall be effective upon its execution by all member cities and the Board of Supervisors. It is effective as to new members upon adoption and approval by the Area Emergency Services Council and by the new member's legislative body. This agreement shall continue in effect until terminated as provided herein.

## **Article IX - WITHDRAWAL AND TERMINATION**

### **9.01 Withdrawal by Members.**

- a) This agreement may be terminated as to any of the parties by written notice given by such party to all other parties 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 may enter or re-enter the organization by petition to the Area Emergency Services Council by its governing body, and majority approval of the petition by the Area Emergency Services Council. Upon approval, the new member must agree in writing to all terms of this agreement.
- c) Should a jurisdiction withdraw after the start of a fiscal year, they will be responsible for the contribution as per the formula and no refund will be owed.
- d) Should a member give required notice, the contribution of that city funding will be divided equally by formula among the remaining cities.

### **9.02 Termination of Authority and Disposition of Authority Assets.**

This agreement shall terminate effective upon a vote of the Area Emergency Services Council by the County and by at least eleven (11) cities representing the majority of the population of the County. Upon termination of this agreement, title to all property acquired by the Area Emergency Services Organization or with any funds of the Area Emergency Services Organization shall remain with the County for use on a county wide basis. Surplus funds will be returned to each party in proportion to the contribution made.

## **Article X - MISCELLANEOUS PROVISIONS**

### **10.01 Notices.**

It shall be the responsibility of the Director of Emergency Services or his/her designee to ensure all notices are provided to members and posted in compliance with the legal requirements of the JPA.

### **10.02 Amendment.**

This Document will be reviewed for content no less than every five years.

### **10.03 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 a 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.

### **10.04 Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of each Member.

### **10.05 Assignment.**

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

**10.06 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.

**10.07 Headings.**

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

**10.08 Counterparts.**

This Agreement may be executed in counterparts.

**10.09 No Third Party Beneficiaries.**

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Members, 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.

**10.10 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.

**10.11 Conflict of Interest Code.**

The Authority shall adopt a conflict of interest code as required by law.

**10.12 Indemnification.**

The Authority shall defend, indemnify and hold harmless each Member (and each Member'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 Authority or its officers, agents or employees.

Each Member shall defend, indemnify and hold harmless the other Members (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.

**10.13 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 Members and/or the Authority.

**10.14 Confirmation of Jurisdictional Authority.**

By signing this Agreement, the participating partners 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 partner's jurisdictional authority.

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

Atherton	_____ City Manager/Mayor	_____ Date
Belmont	_____ City Manager/Mayor	_____ Date
Brisbane	_____ City Manager/Mayor	_____ Date
Burlingame	_____ City Manager/Mayor	_____ Date
Colma	_____ City Manager/Mayor	_____ Date
Daly City	_____ City Manager/Mayor	_____ Date
East Palo Alto	_____ City Manager/Mayor	_____ Date
Foster City	_____ City Manager/Mayor	_____ Date
Half Moon Bay	_____ City Manager/Mayor	_____ Date
Hillsborough	_____ City Manager/Mayor	_____ Date
Menlo Park	_____ City Manager/Mayor	_____ Date
Millbrae	_____ City Manager/Mayor	_____ Date
Pacifica	_____ City Manager/Mayor	_____ Date

Portola Valley	_____ City Manager/Mayor	_____ Date
Redwood City	_____ City Manager/Mayor	_____ Date
San Bruno	_____ City Manager/Mayor	_____ Date
San Carlos	_____ City Manager/Mayor	_____ Date
San Mateo	_____ City Manager/Mayor	_____ Date
South San Francisco	_____ City Manager/Mayor	_____ Date
Woodside	_____ City Manager/Mayor	_____ Date
County of San Mateo	_____ County Manager/President of the Board of Supervisors	_____ Date



## STAFF REPORT

CITY OF SAN BRUNO

DATE: February 25, 2014  
TO: Honorable Mayor and City Council  
FROM: Klara A. Fabry, Public Services Director  
SUBJECT: Adopt Resolution Adopting the 2014 Updated Sewer Master Plan

### BACKGROUND:

The City of San Bruno provides residents with sanitary sewer collection and discharge services through a system that includes approximately 85 miles of gravity sewer mains, 2 miles of pressure (force) mains, and 6 sewerage pump stations. All wastewater is conveyed to the City of South San Francisco's Shaw Road Pump Station, from where it is pumped to the Water Quality Control Plant jointly owned by the cities of South San Francisco and San Bruno. The primary sewer pipe material in the system is vitrified clay pipe with plastic materials used for newer sewer construction and rehabilitation. The sewer system also includes approximately 11,000 private sewer laterals. Protection of the community's public health requires that the system is managed in the most effective and efficient way possible.

In 2009, as part of the process to update the utility rate structure, the City adopted sewer system policy objectives designed to ensure a high level of customer reliability and rehabilitation of the system so that functionality would be assured into the future. These objectives were to reduce the number of sanitary sewer overflows (SSOs) which pose a health risk to the community, support system assessment through closed-circuit television (CCTV) inspections to prevent SSO's, and replace the aging sewer infrastructure. The program components of these objectives included improvements to system capacity, pump station improvements, mitigation of sewer main accessibility issues for maintenance, increase flow rates (in areas with flat slopes), and a 25-year sewer main replacement schedule.

In order to meet these objectives and to define necessary service delivery programs, in December 2010, the City entered into an agreement with RMC Water and Environment (RMC) to update the City's Sewer Master Plan (SMP) adopted in 2000.

The SMP update provides a more thorough evaluation of the sewer system, and defines a near-term and long-term Capital Improvement Program (CIP) to comprehensively address the City's sewer system needs to improve capacity, operational reliability, and address renewal and replacement of aging infrastructure of the sewer system facilities. This was accomplished by utilizing both a capacity assessment based on hydraulic modeling of a 10-year frequency storm, and a condition assessment by CCTV inspection.

The SMP will meet the requirements of the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. The SMP is also intended to satisfy the specific

10.a.

requirements of the Cease and Desist Order (CDO) by the San Francisco Bay Regional Water Quality Control Board and the Consent Decree with San Francisco Baykeeper.

**DISCUSSION:**

The sanitary sewer system was analyzed for condition and capacity through hydraulic modeling and CCTV inspections. The analysis identified that approximately 22 miles of sewer mains would require repair or replacement to address severe problems such as major structural defects, large offset joints, and significant root intrusion, approximately 12 miles of sewer repair or replacement would be required to address maintenance issues, and an additional 15 miles of sewer replacement would be required over the next 20 years due to pipe age. Identified improvements were categorized, prioritized, with cost estimates and a recommended schedule to incorporate into City's CIP for implementation.

A total of \$26 million is identified for implementation in the 2014 through 2018 timeframe and another \$107.5 million is identified for implementation in the 2019 through 2033 timeframe. The needed funding was incorporated into the City's Water and Sewer Rate Study (Bartle Wells, 2012). The City Council adopted the adjusted sewer rates for the five-year planning horizon on May 22, 2012. The recommendations of this Plan are aligned with the assumptions of the 10-year financial plan developed for the sewer rate recommendations.

The draft SMP has been made available for public review and input on February 21, 2014 at the City Clerk's office, Public Services counter, the Library, and on the City's website. The draft SMP was discussed with the City Council subcommittee on February 21, 2014.

**FISCAL IMPACT:**

The City has adopted the necessary rate structure for the five-year planning horizon identified in the SMP. The fiscal impact for implementing programs in the next five years will be approximately \$26 million, included in the 5-year Capital Improvement Program Budget. The overall long-term fiscal impact for implementing the entire SMP is approximately \$133.5 million.

**ALTERNATIVES:**

1. Direct staff to make changes to the recommended improvements in the SMP.
2. Do not adopt the SMP and continue with the spot repairs program as needed.

**RECOMMENDATION:**

Adopt resolution adopting the 2014 Updated Sewer Master Plan.

**ATTACHMENTS:**

1. Resolution

**DISTRIBUTION:**

None

**DATE PREPARED:**

February 12, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

RESOLUTION NO. 2014 - \_\_\_\_

ADOPTING THE 2014 UPDATED SEWER MASTER PLAN

**WHEREAS**, the City's original Sewer Master Plan was adopted by the City in 2000;  
and

**WHEREAS**, the City retained RMC Water and Environment in December 2010 to update the Sewer Master Plan; and

**WHEREAS**, the purpose of the Sewer Master Plan is to provide a thorough evaluation of the sewer system, and develop a near-term and long-term Capital Improvement Program (CIP) to comprehensively address the City's sewer system needs to improve capacity, operational reliability, and address renewal and replacement of aging infrastructure of the sewer system facilities; and

**WHEREAS**, the recommended sewer system capital improvement program totals \$133.5 million in five program areas: \$12 million in capacity improvements, \$3 million in pump station improvements, \$70 million in sewer main rehabilitation based on closed-circuit television inspections, \$44 million in sewer main rehabilitation based on age and maintenance issues, and \$4.5 million for spot repair contract and equipment purchases over the next 20 years; and

**WHEREAS**, the Sewer Master Plan has been made available for public review and reviewed by the City Council Subcommittee on February 21, 2014. The Plan was also available to the public at the library and on the City's website; and

**WHEREAS**, the adoption of the Sewer Master Plan is not subject to the California Environmental Quality Act pursuant to section 15378(b)(5) as the Plan is not a project as it involves an administrative activity that will not result in direct or indirect physical changes in the environment.

**NOW, THEREFORE, BE IT RESOLVED:** that the City Council adopts the 2014 Updated Sewer Master Plan.

Dated: February 25, 2014

ATTEST:

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Carol Bonner, City Clerk

-o0o-

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 25th day of February 2014 by the following vote:

AYES: Councilmembers: \_\_\_\_\_

NOES: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

**DATE:** February 25, 2014

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Klara A. Fabry, Public Services Director

**SUBJECT:** Adopt Resolution Authorizing the City Manager to Execute a Contract with Nor-Cal Pipeline Services for Construction of the Chestnut Sewer Rehabilitation Project in the Amount of \$55,805 and Approving a Construction Contingency of \$11,195

### **BACKGROUND:**

Maintenance of the City's sanitary sewer system is imperative to provide safe, adequate and reliable sewer service to the City. The span of a 6-inch sewer main between Cherry Avenue and Chestnut Avenue is approximately 250 feet in length and runs underneath two homes (514 Cherry Avenue and 511 Chestnut Avenue). This sewer main receives wastewater from approximately 320 homes in the Jenevein area. A sanitary sewer overflow (SSO) in November 2010 caused significant damage to the backyard of 514 Cherry Avenue. Due to this incident and the fact that the line runs directly under residential properties, the homeowners of 514 and 520 Cherry Avenue, and 511 and 517 Chestnut Avenue, have requested that the 250 feet section of sewer main be rehabilitated to address the immediate need to prevent a further SSO on private property. Results of CCTV inspection of this sewer main show that the pipe is generally in fair condition with minor imperfections such as slight offset joints, minor root intrusion, and poor lateral taps. In a study completed by the City in February, 2013, three options for rehabilitation were evaluated. These included segmental slip-lining, pipe bursting, and Cured-In-Place Pipe (CIPP). The recommended option was CIPP for the rehabilitation.

In February 2013, staff met with the City Council Utilities Subcommittee and the homeowners and presented the study findings and recommendations. The Utilities Subcommittee concurred with the recommendation and recommended the rehabilitation of the Chestnut sewer main as a priority project in the 2013-14 Capital Improvement Program (CIP). Subsequently this project was approved in the Capital Improvement Plan with a total project budget of \$150,420.

Although the proposed project addresses an immediate need for this specific location, the City plans to address the sewer capacity deficiency in the Jenevein area through a larger capital improvement project in the future. The draft Sewer Master Plan identifies the Jenevein area sewer main as a capacity restriction and predicts potential overflows in a 10-year storm. A future capital improvement project to construct a bypass sewer on Jenevein Avenue was proposed in the Master Plan and is expected to be completed by 2019. The future bypass will address the long term need to provide additional capacity of the sanitary sewer system serving this area.

10.6.

**DISCUSSION:**

In January 2014, staff completed the bid documents and advertised the project in the San Mateo County Times on January 11, 2014 and January 18, 2014. The bid opening was conducted on January 31, 2014 and the City received only one bid as follows:

Nor-Cal Pipeline Services	\$ 55,805
Engineer's Estimate	\$ 64,000

Nor-Cal Pipeline Services submitted a bid proposal for \$55,805, which is 13% below the engineer's estimate. CIPP work is a specialized field and contractors must be certified by the liner manufacturers in order to perform this work. Staff attributes the lack of response for this project due to the fact that there are only a limited number of contractors in the Bay Area certified for CIPP work and that the pipe is located on private properties. Nor-Cal Pipeline Services specializes in CIPP construction, meets the City's contractor qualifications, and is certified by the CIPP liner manufacturers. The company has successfully completed numerous similar projects involving CIPP for sewer rehabilitation for municipalities in Northern California.

Although the CIPP technology has been around for decades, this project will be the first San Bruno sewer rehabilitation project to utilize this technology. If the results are positive, staff would include CIPP as a viable alternative for future CIP projects.

The segment of sewer main to be rehabilitated is situated within private property directly below two residential homes. During construction, extensive sewer bypass equipment will be required, which will impact the four homes at 514 and 520 Cherry Avenue, and 511 and 517 Chestnut Avenue. The City will execute Right of Entry Agreements with the homeowners prior to construction. It is anticipated that the construction duration will be approximately three days. Staff has communicated with the homeowners and they are aware of the project impacts.

**FISCAL IMPACT:**

The Capital Improvement Program Budget includes this project with an approved budget of \$150,420. The bid price for Nor-Cal Pipeline Services was \$55,805. Due to the extensive bypass pumping, traffic control, and work within private properties required for this project, staff is requesting a 20% construction contingency in the amount of \$11,195 in lieu of the standard 15%. The total recommended construction budget will be \$67,000. Funds available in the approved Capital Improvement Budget.

The estimated total cost for this project is:

Expended to Date (Preliminary alternatives Development, design and project management):	\$	46,800
Construction Contract	\$	55,805
Construction Contingency (20%)	\$	<u>11,195</u>
Total Estimated Construction Contract:	\$	67,000
Estimated Additional Project Management, Inspection, and Miscellaneous Expenses	\$	20,000
Estimated Total Project Cost:	\$	133,800

City crews currently clean the Chestnut section of this sewer main about once a month. It is anticipated that the cleaning frequency could be reduced to once every 6 months or possibly annually if the sewer main were to be rehabilitated, which could result in some potential maintenance cost savings.

**ALTERNATIVES:**

1. Do not proceed with award of the construction contract. City crews would have to continue the monthly cleaning process for this sewer main. There could also be a higher potential risk for structural failure of the pipe.
2. Re-bid the construction contract. The City may not receive a bid price lower than Nor-Cal Pipeline Services bid price. The project would be further delayed.
3. Provide alternate direction to staff.

**RECOMMENDATION:**

Adopt resolution authorizing the City Manager to execute a construction contract with Nor-Cal Pipeline Services for the Chestnut Sewer Rehabilitation Project in the amount of \$55,805 and approving a construction contingency of \$11,195.

**DISTRIBUTION:**

None.

**ATTACHMENTS:**

1. Resolution
2. CIP Budget Sheet
3. Location Map

**DATE PREPARED:**

February 19, 2014

**REVIEWED BY:**

\_\_\_\_\_ CM

RESOLUTION NO. 2014 - \_\_\_\_

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH NOR-CAL PIPELINE SERVICES FOR THE CHESTNUT SEWER REHABILITATION PROJECT IN THE AMOUNT OF \$55,805 AND APPROVING A CONSTRUCTION CONTINGENCY OF \$11,195**

**WHEREAS**, the City's FY 2013-14 Capital Improvement Program (CIP) included a project to rehabilitate a 250 feet section of 6-inch diameter sewer main between Cherry Avenue and Chestnut Avenue that runs below two residential homes (514 Cherry Avenue and 511 Chestnut Avenue); and

**WHEREAS**, the City advertised this project for bid in compliance with State Contract Code and local purchasing regulations and received a single bid by Nor-Cal Pipeline Services in the amount of \$58, 805; and

**WHEREAS**, Nor-Cal Pipeline Services has satisfactorily completed numerous similar projects for public agencies in northern California, meets the contractor qualifications and certification requirements, has a valid contractor's license to perform the scope of work of this project; and was determined to be a responsive and responsible bidder; and

**WHEREAS**, a construction contingency of \$11,195 is necessary to address potential unforeseen field conditions that may impact the construction; and

**WHEREAS**, the approved budget for this project is \$150,420 which is sufficient to cover prior expenses and the construction phase of this project.

**NOW, THEREFORE, BE IT RESOLVED** that the San Bruno City Council hereby authorizes the City Manager to execute a construction contract with Nor-Cal Pipeline Services for the Chestnut Rehabilitation Project in the amount of \$55,805 and approving a construction contingency of \$11,200.

Dated: February 25, 2014

ATTEST:

\_\_\_\_\_  
Carol Bonner, City Clerk

-o0o-

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 25th day of February, 2014 by the following vote:

AYES: Councilmembers: \_\_\_\_\_  
NOES: Councilmembers \_\_\_\_\_  
ABSENT: Councilmembers: \_\_\_\_\_

## Sewer Main Improvement and Replacement Project

### PROJECT INFORMATION

Origination Year: 2005-06

Project Number: 85704 / 84322 / Unassigned

Projected Completion Date: Ongoing Program

Life Expectancy: 50 years

Total Project Cost: \$ 23,579,926

### **Project Description:**

This project replaces large segments of sewer mains in need of rehabilitation, as well as some smaller spot repairs that are complex enough to require the expertise of a civil engineer to assist in the repair. Rehabilitation projects are identified by the number of sanitary sewer overflow incidents, maintenance history, video inspection, flow adequacy and other known problems. The Sewer System Master Plan will propose a revised sewer main rehabilitation program that takes these factors into account.

Future costs reflect the level of investment required for a 25-year replacement schedule for San Bruno's sewer mains. The City's master planning documents have identified several areas for replacement or significant rehabilitation within the next five years.

The sewer main behind Trenton Drive has been subject to sanitary sewer overflows in the recent past and is located on a hillside behind homes fronting Trenton Drive, which makes inspections and maintenance extremely difficult. The City is completing analysis of the best options for the replacement of the line including the feasibility of relocating the line. The project planning cost estimate is listed below. A more accurate estimate will be available after completion of the feasibility analysis.

Between Cherry Avenue and Chestnut Avenue, a 250 foot segment of sewer main runs underneath two homes. This project will reinforce this segment of sewer main to ensure that the two homes are protected from any sewer overflows using a cured in place pipe lining process. This process will seal any leaks and add structural strength without requiring excavation.

Future projects within the next five years include replacement of sewer mains in the following areas: Rehabilitation of sewer mains in the eastern portion of the city south of I-380 also known as "the Avenues" (\$14.8M); Bypass sewer on Jenevein Avenue (\$1.6M); Bypass on San Mateo Avenue/San Antonio Avenue (\$0.4M); and Crestmoor Canyon (\$0.9M). The exact locations will be guided by the video inspection data from the Sanitary Sewer Condition Assessment Project.

Master plans for sewer, water, and storm drain systems have been developed independently and prioritize improvement projects based on capacity and rehabilitation needs independent of other infrastructure systems. The most efficient way to construct the improvements would be to coordinate the different infrastructure priorities with bundled projects to minimize impacts to public and realize the economies of larger scale construction projects. A 10 year prioritized work plan will be developed which coordinates the individual improvement projects identified in the separate utility master plans into sequenced, bundled construction packages.

### **2012-13 Status:**

The feasibility analysis for relocating the sewer main on Trenton Drive is underway.

### **2013-14 Work Plan:**

Trenton Drive Sewer Replacement: Complete feasibility analysis, prepare design and begin construction.

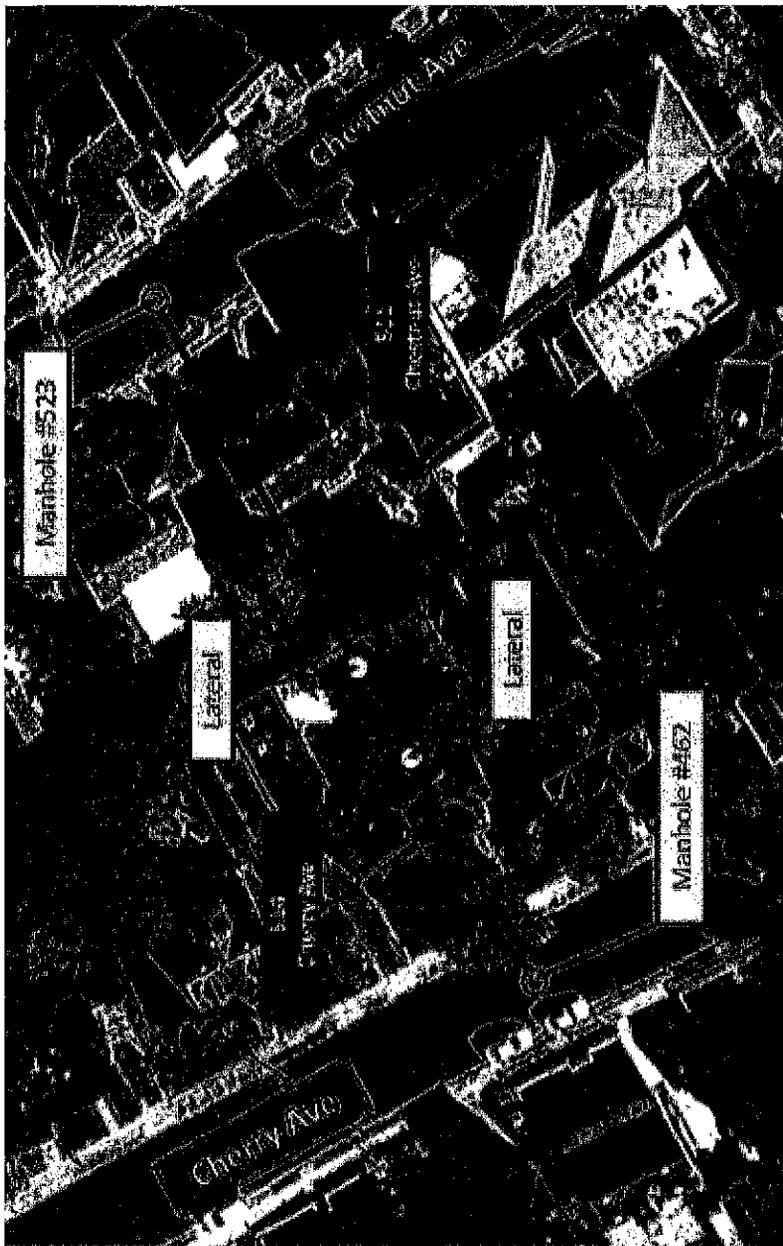
Chestnut Sewer Rehabilitation: Prepare design for pipe rehabilitation of the 250 feet section of sewer main and complete construction.

**Project Appropriations:  
 Current Year Appropriations:**

Projects	Funding Source	Prior Approp.	Prior Expense	Carryover Approp.	2013-14 Funding Request	2013-14 Total Funds Available	Total Project Cost
Chestnut Sewer Rehab	Wastewater Capital	0	0	0	150,420	150,420	150,420
Trenton Drive (85704)	Wastewater Capital	315,000	(83,662)	231,338	1,000,000	1,231,338	1,315,000
Pipeline Repair (84322)	Wastewater Capital	926,506	(505,070)	421,436	0	421,436	22,114,506
<b>Total</b>		<b>1,241,506</b>	<b>(588,732)</b>	<b>652,774</b>	<b>1,150,420</b>	<b>1,803,194</b>	<b>23,579,926</b>

**Five-Year Work Program Appropriations:**

Projects	Funding Source	2013-14	2014-15	2015-16	2016-17	2017-18	Total Request
Chestnut Sewer Rehab	Wastewater Capital	150,420	0	0	0	0	150,420
Trenton Drive (85704)	Wastewater Capital	1,000,000	0	0	0	0	1,000,000
Pipeline Repair (84322)	Wastewater Capital	0	3,279,000	4,504,000	7,164,000	6,241,000	21,188,000
<b>Total</b>		<b>1,150,420</b>	<b>3,279,000</b>	<b>4,504,000</b>	<b>7,164,000</b>	<b>6,241,000</b>	<b>22,338,420</b>





**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** February 25, 2014  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Connie Jackson, City Manager  
**SUBJECT:** Adopt Resolution Approving Memorandum of Agreement Regarding Funding for Construction of an Animal Care Shelter.

**BACKGROUND:**

Since 1952, San Mateo County has contracted with the Peninsula Humane Society (PHS) for animal control field and sheltering services. All twenty cities in the County have, in turn, contracted with the County for these services. Under this contract, all twenty-one agencies (twenty cities and the County) share the cost of services based on a formula that factors agencies' proportionate use of field services and shelter services.

Animal Control services are provided by PHS in a 45,000 square foot building at 12 Airport Boulevard in San Mateo. The building is owned by PHS. The County owns the land and leases it to PHS at a nominal rate. In 2011, PHS moved its charitable functions, such as animal adoption, from the Airport Boulevard Shelter to its recently constructed 57,000 square foot building on Rollins Road in Burlingame. The Animal Control functions (those tasks for which the County contracts) remain at the Airport Boulevard shelter. Those functions include: receiving and housing stray animals; servicing as the location for the public when looking for lost pets or surrendering unwanted animals; sheltering animals; spay/neuter clinic; and vaccination clinic. Licensing, micro-chipping, veterinary care and animal behavior work are performed at both locations.

The Airport Boulevard Shelter is, at a minimum, in need of significant repairs. Under the terms of the current agreement, starting FY 2012-13 all jurisdictions agreed to share in the cost necessary maintenance and repairs to the Airport shelter up to \$50,000 per year. PHS leadership has stated that it will be reluctant to renew the agreement with the County and cities when it expires in 2015 if the new agreement does not include a plan to address the current condition of the Airport Boulevard Shelter.

**DISCUSSION:**

The San Mateo County Department of Public Works conducted inspections of the Airport Boulevard Shelter in 2009 and 2011. Because of the nature of the

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comprehensive repairs that would be required to bring the facility up to current animal control facility standards, it was determined that the building was functionally obsolete, and that substantial renovation of the existing facility is not a viable option.

The County considered a number of alternatives for addressing the requirements for a shelter. First, they considered major renovations to the existing facility as discussed above. They considered replacing the existing shelter with a prefabricated modular building, which was not considered durable enough to serve as the needed long term solution. They also considered recommissioning existing public or private buildings at alternative locations. Finally, they considered building a new shelter at an alternative County-owned site or at sites not currently owned by the County. The County reviewed seventeen available County-owned and commercial properties that might be appropriate for a new Animal Care Shelter. However, in considering such factors as neighborhood and fiscal impacts (including both building and land acquisition costs), it was determined that a rebuild of the existing facility was the best alternative. The current site provides the least amount of impact on existing neighborhoods where Animal Control shelters may be met with moderate to strong oppositions. Additionally, the costs of other proposed sites far exceeded the cost to rebuild at the current location.

The San Mateo County Public Works Department received square footage requirements from PHS for each function that would be contained in a new Animal Care Shelter. Based on this information and current trends in construction costs of similar facilities, it is estimated that the cost of construction will be between \$15.1 million to \$20.2 million to build a new 33,500 square foot Animal Care shelter at the current Airport Boulevard location.

The County is willing to manage the construction and advance the funding for construction of a new shelter at the Airport Boulevard site if each city enters into cost participation agreement to pay a portion of the costs through a thirty year interest-free lease of the shelter. The cost participation agreement is included as Exhibit B.

The lease amount will be recalculated each year over the term of the lease using a combination of shelter usage averaged over a three year period (weighted at 80%), and population (weighted at 20%). The basis of this allocation is to attribute the larger share of the costs (80%) upon the recent actual level of shelter services used by each jurisdiction, and a smaller portion (20%) based upon "potential" use based on population. The City Managers in San Mateo County have reviewed this allocation methodology and concur that this provides a reasonable basis upon which costs for the new facilities should be allocated.

According to the timeline provided by the County, construction would begin in July 2014 and completed in twelve to eighteen months. The shelter will remain open during construction and all transition costs are included in the construction estimates.

If the City chooses not to participate in the MOA for cost participation in the construction of the new Animal Shelter, it might preclude the City from participating in the countywide shared services model for Animal Control Services and, thus, the City would need to develop its own means of providing those services independently when the current Animal Control Services agreement ends on June 30, 2015.

**FISCAL IMPACT:**

Based on San Bruno's current use of shelter services and current population, approval of this agreement will result in an annual estimated increased cost for San Bruno of \$28,954 to \$38.734, depending upon the final cost of construction.

The City's current outlay for animal control services is \$304,951, which incorporates costs associated with minor facilities repairs, but does not include a cost for facilities replacement. The construction of a new shelter is likely to reduce some of the Animal Control Contract costs. For instance, the cost of maintenance and repairs should be lower than what would have been associated with the existing shelter, thus reducing the cost of sheltering. Although it is impossible to forecast whether and how much can be expected in reduced annual operating costs, it is reasonable to believe that the total cost to the City for animal control related expenses will increase by less than the estimated additional \$28,954 to \$38.734 in lease payments that the City would incur relative to the cost of building the shelter.

**ALTERNATIVES:**

1. Do not approve the third amendment; however, currently there are no viable alternatives available to the City for animal control services.
2. Direct staff to explore alternative to animal control services either individually or collectively with other interested cities

**RECOMMENDATION:**

Adopt Resolution Approving Memorandum of Agreement Regarding Funding for Construction of an Animal Care Shelter.

**DISTRIBUTION:**

None

**ATTACHMENTS:**

1. Resolution
2. Memorandum of Agreement
3. Estimated Lease Costs

**DATE PREPARED:**

**REVIEWED BY:**

\_\_\_\_\_ CM

**RESOLUTION NO. 2014-**

**RESOLUTION APPROVING MEMORANDUM OF AGREEMENT REGARDING  
FUNDING FOR CONSTRUCTION OF AN ANIMAL CARE SHELTER.**

**WHEREAS**, the twenty cities located within the San Mateo County contract with the county for the provision of animal control and licensing services and the county contracts with the Peninsula Humane Society (PHS) for all field and shelter service;

**WHEREAS**, the San Mateo County Department of Public Works conducted inspections of the Airport Boulevard Shelter in 2009 and 2011. Because of the nature of the comprehensive repairs that would be required to bring the facility up to current animal control facility standards, it was determined that the building was functionally obsolete, and that substantial renovation of the existing facility is not a viable option;

**WHEREAS**, the County is willing to manage the construction and advance the funding for construction of a new shelter at the Airport Boulevard site if each city enters into cost participation agreement to pay a portion of the costs through a thirty year interest-free lease of the shelter;

**WHEREAS**, based on San Bruno's current use of shelter services and current population, approval of this agreement will result in an annual estimated increased cost for Millbrae of \$28,954 to \$38,734, depending upon the final cost of construction;

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of San Bruno approves the Memorandum of Agreement Regarding Funding for Construction of an Animal Care Shelter.

—oOo—

I hereby certify the foregoing Resolution No. \_\_\_\_\_ was introduced and adopted by the San Bruno City Council at a regular meeting on February 25, 2014 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Carol Bonner, City Clerk

MEMORANDUM OF AGREEMENT

REGARDING FUNDING FOR CONSTRUCTION OF AN ANIMAL CARE SHELTER ON AIRPORT BOULEVARD IN SAN MATEO, CALIFORNIA, AMONG THE CITIES OF 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, AND WOODSIDE AND THE COUNTY OF SAN MATEO

THIS MEMORANDUM OF AGREEMENT, dated for reference as of \_\_\_\_\_, 2013 (the "Agreement"), is by and among the COUNTY OF SAN MATEO (the "County"), and the cities of 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, AND WOODSIDE (each, a "City," and collectively, the "Cities," and, together with the County, the "Parties").

RECITALS

The County and the Cities are parties to an Agreement for Animal Control Services dated as of April 26, 2011, pursuant to which the County provides animal control services in the unincorporated area of the County, as well as in the jurisdictional boundaries of the twenty Cities within the County, listed above, each of which is a party to the Agreement for Animal Control Services.

As set forth in the Agreement for Animal Control Services, the Peninsula Humane Society & SPCA ("PHS") presently serves as the County Contractor for the provision of certain animal control services to the County and the Cities. These services and the terms of PHS' performance of them are contained in an Animal Control Services Agreement between the County and PHS dated as of April 26, 2011.

In conjunction with and pursuant to the Animal Control Services Agreement, the County has leased to the PHS the land at 12 Airport Boulevard, in San Mateo, California, on which an Animal Care Shelter facility owned and operated by PHS is presently located.

The Parties agree that, owing to the obsolescence of the existing Animal Care Shelter facility, it is now necessary to construct a new facility and the Parties enter into this Agreement to set forth the allocation of, and process for payment of, the construction cost for the new Animal Care Shelter facility among the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Construction Cost Allocation Methodology: The Parties agree that construction costs for the new Animal Care Shelter facility shall be allocated among the Parties based on the formula set forth in Exhibit A to this Agreement, which is incorporated herein by reference. This formula reflects each Party's actual use of the existing Animal Care Shelter facility in 2009, 2010, and 2011 as a percentage of all Parties' total use of the facility, as well as each Party's total population as of 2010, as a percentage of the County's total population as of that date. The formula is weighted 80% to a City's average facility use over the three years preceding the year in question and 20% to population. The Parties agree that each year, the County shall recalculate three year average facility usage for each City and that Exhibit A (and each Party's prospective Lease Payment obligations, as described in Section 3 of this Agreement) shall be amended to reflect such recalculations. The Parties further agree that the County shall, upon request of a City, promptly provide the requesting City with copies of the data and documents used to calculate each City's facilities usage.

2. County Advancing Construction Costs: The Parties agree that the County shall advance, on an interest free basis, all funds required to pay the construction costs for the new Animal Care Shelter facility. For purposes of this Agreement, "construction costs" include all expenses for architectural and inspector services, project management service, environmental review, planning and building fees and costs, and actual contractor construction services. The Parties understand and agree that construction costs for the Animal Care Shelter facility are anticipated at this time to be twenty million two hundred thousand dollars (\$20,200,000). The Parties will be provided with further information regarding the construction costs for the Animal Care Shelter facility within a reasonable period of time after such information becomes available or prior to the Certificate of Occupancy being issued. The Parties agree that if the County receives information indicating that the construction costs for the Animal Care Shelter facility will exceed \$20,200,000 by 10% or more, the County shall provide notice to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Parties further agree that the County shall, upon request of a City, promptly confer with such City or Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.

3. Parties' Payment of Proportional Share of Construction Costs: Each Party agrees that, during the term of this Agreement for as long as the new Animal Care Shelter facility is occupied and used for animal care shelter purposes, the Party shall pay the County an annual Lease Payment beginning on the first July 1<sup>st</sup> after a certificate of occupancy is issued for the new Animal Care Shelter facility, and on each subsequent July 1<sup>st</sup> for the next twenty nine years thereafter. Each Party's Lease Payment shall be equal to the Party's proportional share of the construction cost of the new Animal Care Shelter facility amortized on a straight line basis over thirty years, as set forth in Exhibit A to this Agreement, as Exhibit A may be amended from time to time as

provided in Section 1 of this Agreement. Each Party's obligation to make a Lease Payment shall remain in place only for so long as the Party is a signatory to the Agreement for Animal Control Services, or any successor agreement addressing materially the same subject matter. In the event that a Party terminates its participation in this Agreement pursuant to Section 4 of this Agreement, the County shall, upon receiving notice of that Party's termination, recalculate the remaining Parties' Lease Payment obligations pursuant to the Construction Cost Allocation Methodology set forth in Section 1 of this Agreement. The County shall promptly provide all remaining Parties with notice of their recalculated Lease Payment obligations. Each remaining Party shall thereafter have the option to either (a) pay the recalculated increased annual Lease Payments during the remaining term of the Agreement; or (b) request that the County allow the remaining Party a period of up to 5 years after the end of the thirty year period set forth in this Section 3 of the Agreement to pay the County the remaining Party's additional allocated share of construction costs for the Animal Care Facility attributable to the departure of the terminating Party.

4. Term and Termination: Except as set forth above, this Agreement shall be effective for the period from \_\_\_\_\_, 2014 until each Party has made the last payment required under Section 3 of this Agreement. Except as set forth in Section 3 of the Agreement (i.e., by terminating participation in the Agreement for Animal Control Services), no Party may terminate this Agreement during its term. A Party terminating its participation in this Agreement shall do so effective as of December 31 of a year during the term of this Agreement and shall provide each other Party to this Agreement with at least one full year's prior written notice of the Party's intent to terminate its participation in the Agreement.

5. Amendments/Entire Agreement: Amendments to this Agreement must be in writing and approved by the governing body of each Party. This is the entire agreement among the parties with respect to the construction of the new Animal Care Shelter facility and it supersedes any prior written or oral agreements with respect to the subject.

6. Hold Harmless: Each City shall hold harmless, indemnify, and defend County, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of City's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of City or its officers, employees, or agents.

County shall hold harmless, indemnify, and defend each City, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of County's

covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of County or its officers, employees, or agents.

This provision requiring County to hold harmless, indemnify, and defend each City shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of PHS or any other independent contractor providing animal control-related services pursuant to a contract with the County. Claims related to the planning and/or construction of the new Animal Care Shelter facility are not claims, losses, liabilities, or damages related to "animal control-related services" within the meaning of this Agreement.

In the event of concurrent negligence of the County, its officers, or employees, and any City, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

7. Assignability: Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties.

8. Notices: Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to all Parties to the Agreement, as follows:

To City:

To County:

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY OF SAN MATEO has authorized and directed the President of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of 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, AND WOODSIDE have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: \_\_\_\_\_

COUNTY OF SAN MATEO

\_\_\_\_\_  
Clerk of the Board

Dated: \_\_\_\_\_

\_\_\_\_\_  
Town Clerk

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
TOWN OF ATHERTON

\_\_\_\_\_  
By:

CITY OF BELMONT

\_\_\_\_\_  
By:

CITY OF BRISBANE

\_\_\_\_\_  
By:

CITY OF BURLINGAME

\_\_\_\_\_  
By:

TOWN OF COLMA

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF DALY CITY

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF EAST PALO ALTO

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF FOSTER CITY

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF HALF MOON BAY

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

Town Clerk

TOWN OF HILLSBOROUGH

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF MENLO PARK

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

CITY OF MILLBRAE

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

CITY OF PACIFICA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

TOWN OF PORTOLA VALLEY

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

CITY OF REDWOOD CITY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

CITY OF SAN BRUNO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

CITY OF SAN CARLOS

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF SAN MATEO

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF SOUTH SAN FRANCISCO

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

TOWN OF WOODSIDE

\_\_\_\_\_

By:

Methodology = Based on an 3-yr avg of shelter use (80%) and % of population (20%)

**PROPOSED COST DISTRIBUTION - ESTIMATED LEASE AMOUNTS TO RECOUP CONSTRUCTION COSTS**  
**ANIMAL CONTROL COSTS**

CITY	Shelter Use			3 YR AVG OF SHELTER USE	POPULATION	% of Total Pop	EST ANNUAL LEASE AMT	
	Shelter Use	Shelter Use	Shelter Use				\$15,100,000	\$20,200,000
	CALENDAR YEAR							
Yr 1 2009 Actual	Yr 2 2010 Actual	Yr 3 2011 Actual	Actual					
Atherton	1.12%	1.00%	0.36%	0.83%	6,914	1.0%	\$4,297	\$5,749
Belmont	3.26%	3.54%	2.65%	3.15%	25,835	3.6%	\$16,304	\$21,811
Brisbane	0.99%	0.99%	0.71%	0.90%	4,282	0.6%	\$4,211	\$5,633
Burlingame	3.51%	3.48%	3.20%	3.40%	28,806	4.0%	\$17,713	\$23,696
Colma	0.61%	0.98%	0.60%	0.73%	1,792	0.2%	\$3,191	\$4,268
Daly City	8.52%	9.57%	10.16%	9.42%	101,123	14.1%	\$52,087	\$69,679
East Palo Alto	6.61%	6.75%	8.44%	7.27%	28,155	3.9%	\$33,205	\$44,420
Foster City	2.82%	2.39%	1.93%	2.38%	30,567	4.3%	\$13,866	\$18,550
Half Moon Bay	5.21%	5.04%	2.47%	4.24%	11,324	1.6%	\$18,660	\$24,962
Hillsborough	1.59%	1.29%	1.14%	1.34%	10,825	1.5%	\$6,912	\$9,247
Menlo Park	4.90%	4.95%	4.50%	4.78%	32,026	4.5%	\$23,748	\$31,769
Millbrae	1.90%	1.99%	1.98%	1.96%	21,532	3.0%	\$10,896	\$14,576
Pacifica	5.72%	6.38%	4.78%	5.63%	37,234	5.2%	\$27,874	\$37,288
Portola Valley	0.90%	0.76%	0.16%	0.61%	4,353	0.6%	\$3,053	\$4,084
Redwood City	12.91%	13.24%	13.25%	13.13%	76,815	10.7%	\$63,647	\$85,143
San Bruno	5.23%	5.19%	6.86%	5.76%	41,114	5.7%	\$28,954	\$38,734
San Carlos	3.35%	3.45%	3.00%	3.27%	28,406	4.0%	\$17,134	\$22,921
San Mateo	15.82%	14.67%	17.84%	16.11%	97,207	13.5%	\$78,490	\$105,000
S. San Francisco	9.08%	9.34%	11.99%	10.14%	63,632	8.9%	\$49,733	\$66,530
Woodside	4.41%	1.27%	1.07%	2.25%	5,287	0.7%	\$9,801	\$13,111
County	1.57%	3.73%	2.92%	2.74%	61,222	8.5%	\$19,611	\$26,235
<b>Total</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>718,451</b>	<b>100.0%</b>	<b>\$503,387</b>	<b>\$673,405</b>

BLDG POP + SHELTER



City Council Agenda Item  
Staff Report

CITY OF SAN BRUNO

DATE: February 25, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Klara A. Fabry, Public Services Director

SUBJECT: Adopt Resolution Authorizing the City Manager to Execute a Multi-Year Contract with West Valley Construction Company, Inc. for Sewer Spot Repair Services in an Amount not to Exceed \$175,000 for Fiscal Year 2013-14

**BACKGROUND:**

The City owns, operates and maintains approximately 85 miles of sewer pipe and related manholes. Like most cities in the area, the City of San Bruno contracts with a private company for annual spot maintenance and emergency repair services. Current sewer system spot repair maintenance activities include repair and replacement of sewer mains; repair and installation of manholes; repair and installation of sewer laterals and cleanouts; and emergency response as needed. According to the contract between the City and the company, the contractor must be available twenty-four hours a day, seven days a week and have a facility within twenty miles of the City of San Bruno.

The current sewer spot repair services contract with Trinet Construction, Inc. was executed in February 2012. The original terms of the contract were for two (2) years with the option for the City to unilaterally renew the contract for an additional two (2) year term. The low bid amount for the full four (4) year contract by Trinet Construction, Inc. was \$1,203,500. The first two (2) year term of the current contract expired February 8, 2014.

**DISCUSSION:**

In summer 2013, the current contractor, Trinet Construction, Inc. requested that the City terminate their two (2) year contract early. The City prepared to advertise a new sewer spot repair bid to test the market and secure continuing and uninterrupted services. The scope of the new contract remains essentially unchanged, and includes repair and replacement of sewer mains; repair and installation of manholes; repair and installation of sewer laterals and cleanouts; and as needed spot repairs to the sewer collection system. The new contract would have a total possible term of approximately four years and five months, extending through June 30, 2018 (to coincide with the City's fiscal year), and could be terminated by the City at any time. Bidders were required to include all required labor, parts and equipment.

In January 2014, the City issued an advertisement for sealed project bids, posted the bid on the City's website, and advertised in the *San Mateo Daily Journal* newspaper as well as regional construction plan holder companies. The City received a total of three (3) bids: 1) Trinet Construction, Inc., \$1,647,100; 2) West Valley Construction Co., Inc., \$1,773,750; and 3) Express Plumbing and Sewer Service, \$1,833,000.

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The lowest submitted bid, from Trinet Construction, Inc., was rejected as non-responsive because the bid prices were unbalanced. Also of concern is the fact that Trinet Construction had indicated their desire in summer 2013 to terminate the remaining term of their contract, and then submitted a bid for the same project once the City advertised in January 2014. After reviewing the remaining two bids, the City recommends awarding the contract to the next lowest responsive bidder, West Valley Construction Company, Inc. West Valley Construction has extensive experience providing utility pipe repair and maintenance services for both private and public organizations including the California Water Service and the Los Altos Hills Fire District. West Valley Construction, Inc. currently provides water main spot repair and maintenance services for the City. The City is pleased with their responsiveness and their consistent quality of work. As described below, there are sufficient funds to accommodate West Valley's total bid amount.

**FISCAL IMPACT:**

The Council approved \$450,000 for contractual services with an estimated \$400,000 for sanitary sewer spot repair maintenance in the FY 2013-14 Wastewater Operating Budget. Approximately \$225,000 has been spent to date, with approximately \$175,000 remaining. This new contract has a total possible term of approximately four years and five months, extending through June 30, 2018, and can be terminated by the City at any time. The anticipated accumulated contract amount may be up to \$1,775,000, with \$175,000 for the remaining five months of FY 2013-14, and assuming a similar \$400,000 budget allocation for the following four years. Based on current Operating budget projections, there are sufficient funds to accommodate the bid from West Valley Construction.

**ALTERNATIVES:**

1. Do not authorize the contract award and re-advertise the work.

**RECOMMENDATION:**

Adopt resolution authorizing the City Manager to execute a multi-year contract with West Valley Construction Company, Inc. for Sewer Spot Repair Services in an amount not to exceed \$175,000 for fiscal year 2013-14.

**ATTACHMENTS:**

1. Resolution

**DATE PREPARED:**

January 28, 2014

RESOLUTION NO. 2014- \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
A MULTI-YEAR CONTRACT WITH WEST VALLEY CONSTRUCTION COMPANY, INC.  
FOR SEWER SPOT REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED  
\$175,000 FOR FISCAL YEAR 2013-14**

**WHEREAS**, the City of San Bruno desires to utilize the services of a well-qualified contractor to assist the City with annual sewer spot repair services for the City's approximately 85 miles of sanitary sewer system; and

**WHEREAS**, services include, but not limited to repair and replacement of sewer mains; repair and installation of manholes; repair and installation of sewer laterals and cleanouts; and emergency response as needed. The Contractor must also be available 24-hours a day, 7 days a week, with a facility within 20 miles of the City of San Bruno; and

**WHEREAS**, the City issued a request for bids to provide sanitary sewer spot repair and maintenance services and evaluated the bids based on the bid amount, expertise and experience; and

**WHEREAS**, the City selected West Valley Construction Company, Inc. as the lowest responsible bidder based on their bid amount, their experience, and ability to perform annual sewer spot repair and maintenance services of the City's approximately 85 miles of sanitary sewer system; and

**WHEREAS**, West Valley Construction Company, Inc. is a professional utility pipe system repair and service company with extensive experience in maintenance for both private companies and public agencies; and

**WHEREAS**, the contract will be funded from the Wastewater, Contractual Services Operations and Maintenance budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby authorizes the City Manager to execute a multi-year contract with West Valley Construction Company, Inc. for sewer spot repair services in an amount not to exceed \$175,000 for fiscal year 2013-14.

Dated: February 25, 2014

ATTEST:

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Carol Bonner, City Clerk

I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 25<sup>th</sup> day of February 2014 by the following vote:

AYES: Councilmembers: \_\_\_\_\_  
NOES: Councilmembers \_\_\_\_\_  
ABSENT: Councilmembers: \_\_\_\_\_



**CITY COUNCIL AGENDA ITEM  
STAFF REPORT**

CITY OF SAN BRUNO

**DATE:** February 25, 2014  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Connie Jackson, City Manager  
**SUBJECT:** Adopt Resolution Approving City Co-Sponsorship of the San Bruno Annual Relay for Life Event

**BACKGROUND:**

The annual San Bruno Relay for Life event will be held on April 26, 2014. The event is a 24 hour volunteer operated community event to raise money for the American Cancer Society to promote cancer awareness through research, education and advocacy. The event is intended to provide support to those affected by cancer and to celebrate cancer survivors. Relay for Life events are scheduled each year in many communities throughout the nation.

In San Bruno, Relay for Life is held on the athletic track at Capuchino High School. The event consists of individuals representing teams of walkers who take turns walking around the track over a 24 hour period. Prior to the event, team members solicit donations that are dedicated to the fight against cancer.

The San Bruno Relay for Life event is planned, coordinated and organized by a group of about 20 volunteer members of the San Bruno community. The event has attracted participation by about 200-300 community members over the course of the 24 hour walk-a-thon and many more who have made contributions to assist the effort.

**DISCUSSION:**

For each of the last few years, the San Bruno Relay for Life event organizers have worked closely with City staff to encourage the City's participation in the event itself and to coordinate and facilitate the use of City facilities and equipment to support the delivery of the event. The City's actual participation in the event has included the presentation of a City Council proclamation announcing and encouraging community interest and participation in the event, use of the City Recreation Center as the location for the annual Relay for Life Kick Off event, held this year in early February and including the use of some City equipment to support both the Kick Off and the Relay

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events. In addition, the City requires that a special event application be filed and a permit be issued for the conduct of the event.

The City's typical fee for a not-for-profit organization's use of a room at the Recreation Center is \$7 per hour. That fee amount includes the use of equipment available through the City including such things as tables, chairs, BBQ, podium, pop up canopies, public address system and stage. The City charges \$350 for the special event permit. This amount is intended to cover the cost of staff time for review and issuance of the permit.

City co-sponsorship of the Relay for Life event would provide the opportunity for the event to be supported by a fee waiver for the use of the Recreation Center for the Kick Off event as well as waiver of the special event permit fee. In addition, co-sponsorship would general facilitate the event's use of City equipment for the walk-a-thon at Capuchino High School which might include items such as tables, chairs public address system, stage and canopies. This equipment would need to be transported, set up and taken down by City staff at a total estimated hourly staff time cost of approximately \$400.

**FISCAL IMPACT:**

Based on prior years' experience, the total estimated cost of City co-sponsorship for the Relay for Life event would be about \$800 in fee waivers. At this time no additional costs for co-sponsorship are anticipated. The City would continue to require and conduct the special event permit application and review process and the organization would be required to comply with any required event conditions imposed through the permit process.

**ALTERNATIVES:**

1. Do not approve City co-sponsorship.
2. Provide alternative direction to staff regarding City participation and support to the Relay for Life event.

**RECOMMENDATION:**

Adopt Resolution Approving City Co-Sponsorship of the San Bruno Annual Relay for Life Event

**ATTACHMENTS:**

1. Resolution

**DISTRIBUTION:**

None

RESOLUTION NO. 2014 - \_\_\_\_

ADOPT RESOLUTION APPROVING CITY CO-SPONSORSHIP OF THE SAN BRUNO ANNUAL RELAY FOR LIFE EVENT

WHEREAS, the Relay for Life event is a 24 hour volunteer operated community event to raise money for the American Cancer Society to promote cancer awareness through research, education and advocacy; and

WHEREAS, the San Bruno Relay for Life event is planned, coordinated and organized by a group of about 20 volunteer members of the San Bruno community; and

WHEREAS, the event organization is required to submit a special event permit application and review process and would be required to comply with any required event conditions imposed through the permit process; and

WHEREAS, the 2014 San Bruno Relay for Life event will be held on April 26, 2014; and

WHEREAS, the cost of City co-sponsorship for the Relay for Life event would not exceed \$800 in fee waivers and use of City facilities and equipment to support the delivery of the event.

NOW, THEREFORE, BE IT RESOLVED that the San Bruno City Council hereby Approves City Co-Sponsorship of the San Bruno Annual Relay for Life Event.

Dated: February 25, 2014

ATTEST:

\_\_\_\_\_  
Carol Bonner, City Clerk

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I, Carol Bonner, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 25th day of February, 2014 by the following vote:

AYES: Councilmembers: \_\_\_\_\_  
NOES: Councilmembers \_\_\_\_\_  
ABSENT: Councilmembers: \_\_\_\_\_