



"The City With a Heart"

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

CITY COUNCIL SPECIAL MEETING – CLOSED SESSION

AGENDA

May 14, 2013

6:15 p.m.

Meeting location: Senior Center, 1555 Crystal Springs Road, San Bruno

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. CONDUCT OF BUSINESS:**
 - a. Conference with Legal Counsel--Anticipated Litigation; Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2); Two Cases.
- 4. 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 agendized pursuant to State Law.
- 5. ADJOURNMENT:**

The next Regular City Council Meeting will be held on May 14, 2013, at 7:00 p.m. at the Senior Center, 1555 Crystal Springs Road.



"The City With a Heart"

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AGENDA

SAN BRUNO CITY COUNCIL

May 14, 2013

7:00 p.m.

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

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 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.

Thank you **San Bruno Garden Club** for providing the beautiful floral arrangement.

1. CALL TO ORDER:

2. ROLL CALL/PLEDGE OF ALLEGIANCE:

3. ANNOUNCEMENTS:

4. PRESENTATIONS:

- a. Present Proclamation Declaring the Week of May 12 - May 18, 2013 as Police Week in San Bruno.
- b. Present Proclamation Declaring the Week of May 19 - 25, 2013 as Public Works Week in San Bruno.

5. REVIEW OF AGENDA:

6. APPROVAL OF MINUTES: None.

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 April 22, & 29, and May 6, 2013.
- b. **Approve:** Payroll of April 21, 2013.
- c. **Approve:** Resolution Approving Side Letter Agreement Between the City of San Bruno and the Public Safety Mid-Management Bargaining Unit, Represented by Teamsters Union Local 856 and Authorizing its Execution by the City Manager.
- d. **Adopt:** Resolution Authorizing the City Manager to Execute Amendment to the Agreement Between the City of San Bruno, City of Millbrae, and the Central County Fire Department for a Shared Fire Chief Position.

- e. **Adopt:** Resolution Amending the City Classification Plan by Adopting Position Descriptions for Assistant Community Services Director and Community Services Superintendent and Adopt Salary Ranges for Assistant Community Services Director and Community Services Superintendent Positions.

8. PUBLIC HEARINGS:

Hold Public Hearing, Waive First Reading, and Introduce Ordinance Repealing Chapter 4.40 (Massage Establishments) and Enacting New Chapter 4.40 (Massage Establishments).

- 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 agendized pursuant to State Law.

10. CONDUCT OF BUSINESS:

- a. Adopt Resolution Authorizing the City of San Bruno to Join the California State Association of Counties (CSAC) Excess Insurance Authority.
- b. Adopt Resolution Authorizing the City Manager to Execute a Contract with J.J.R. Construction, Inc., for the Sidewalk Repair Program in the Amount of \$399,187 and Approving the Construction Contract Budget in the Amount of \$459,065.
- c. Adopt Resolution Approving Property Owner Notice and Protest Process for 2013-14 Garbage Rate Increase Proposed by Recology San Bruno.
- d. Schedule Study Sessions for Review of the FY 2013 -14 Annual Budget.
- e. Adopt Resolution Approving the Parks and Recreation Commission Recommendation to Accept a Masonry Lion Sculpture from the San Bruno Lions Club to be Installed Adjacent to the Beckner Shelter at San Bruno Park and Rotation of the Adjacent Water Fountain.
- f. Adopt Resolution Authorizing the City Manager to Execute a Contract with Environmental Sciences Associates (ESA) in an Amount up to \$106,000 to Prepare an Initial Study, and Further Environmental Documentation with a Proposed Amendment to the U.S. Navy Site and its Environs Specific Plan Related to The Crossing Hotel Site and Appropriate \$106,000 from the General Fund to the Fiscal Year 2012-13 Budget.

11. REPORT OF COMMISSIONS, BOARDS, & COMMITTEES:

12. COMMENTS FROM COUNCIL MEMBERS:

13. CLOSED SESSION:



Proclamation

Proclaiming National Police Week ~ May 12-18, 2013

- WHEREAS,** our community's public welfare and safety is greatly dependent upon our law enforcement officers; and
- WHEREAS,** President John F. Kennedy first designated May 15th as Peace Officer Memorial Day in 1961 and declared that week National Police Week in recognition of the men and women who stand guard to protect the people of the United States through Law Enforcement; and
- WHEREAS,** we honor those men and women of law enforcement who, through their courageous deeds, have made the ultimate sacrifice in service to their community, and we pay our respects to the survivors of these fallen officers; and
- WHEREAS,** the members of the San Bruno Police Department play an essential role in protecting the rights and freedoms of the citizens of San Bruno by safeguarding life and property, by protecting our citizens against violence, disorder, and deception; and
- WHEREAS,** the men and women of the San Bruno Police Department and all law enforcement officers unceasingly provide a vital public service despite the risks and hazards faced.

NOW THEREFORE BE IT RESOLVED, that I, Jim Ruane, Mayor of the City of San Bruno hereby proclaim the week of May 12, through May 18, 2013, as

NATIONAL POLICE WEEK

and I encourage all residents to join me in commemorating law enforcement officers, past and present, who have rendered dedicated service to their community by preserving the rights and security of all citizens.



Dated this 14th day of May, 2013



Jim Ruane, Mayor

Proclamation



City Council of the City of San Bruno, State of California

- WHEREAS,** PUBLIC WORKS services are an integral part of our citizens' everyday lives; and
- WHEREAS,** the support of citizens is vital to the efficient operation of PUBLIC WORKS systems and programs such as water, sewers, streets, storm drainage; and
- WHEREAS,** our community's health, safety, comfort and quality of life greatly depends on these facilities and services; and
- WHEREAS,** the efficiency of qualified and dedicated personnel who staff the City of San Bruno PUBLIC SERVICES Department is influenced by the citizens' attitude and understanding of the work they perform; and
- WHEREAS,** this year's theme "Because of Public Works..." is all about the quality of life brought to communities around the world. We are able to have clean water, safe streets and neighborhoods, efficient traffic and safe clean communities "Because of Public Works...".

NOW, THEREFORE, I, Jim Ruane, Mayor of the City of San Bruno, proclaim May 19-25, 2013 as

PUBLIC WORKS WEEK

in San Bruno and call upon our citizens and civic organizations to acquaint themselves with the issues involved in providing our PUBLIC WORKS to the community, and to recognize the contributions that our PUBLIC WORKS officials and staff make every day to our health, safety, comfort and quality of life.



Dated this 14th day of May 2013



Jim Ruane, Mayor

04/22/13

CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$100,873.05
003	ONE-TIME REVENUE	\$3,041.58
122	SOLID WASTE/RECYCL.	\$2,591.10
132	AGENCY ON AGING	\$1,050.00
133	RESTRICTED DONATIONS	\$134.90
190	EMERGENCY DISASTER FUND	\$6,943.25
203	STREET IMPROVE. PROJECTS	\$506.32
207	TECHNOLOGY CAPITAL	\$1,835.22
611	WATER FUND	\$71,104.42
621	STORMWATER FUND	\$460.34
631	WASTEWATER FUND	\$40,583.19
641	CABLE TV FUND	\$13,188.16
701	CENTRAL GARAGE	\$9,326.76
702	FACILITY MAINT. FUND	\$7,220.80
703	GENERAL EQUIPMENT REVOLVING	\$9,142.43
707	TECHNOLOGY DEVELOPMENT	\$4,779.75
891	S.B. GARBAGE CO. TRUST	\$412,212.25
TOTAL FOR APPROVAL		\$684,993.52

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 141113 THROUGH 141243 INCLUSIVE, TOTALING IN THE AMOUNT OF \$684,993.52 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

4/24/13

DATE

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount	
0017053	ACCOUNTEMPS	141113	4/22/2013	6,188.00
0016499	ACTION SPORTS	141114	4/22/2013	400.32
0000858	ADECCO EMPLOYMENT SERVICES	141115	4/22/2013	2,400.00
0000163	AIRPORT AUTO PARTS INC.	141116	4/22/2013	224.43
0098949	ALLIED ROPES CO INC	141117	4/22/2013	525.06
0000372	ALLIED SECURITY ALARMS	141118	4/22/2013	951.00
0016688	ALPHA TECHNOLOGIES, INC.	141119	4/22/2013	368.88
0102355	AMAZON	141120	4/22/2013	536.51
0001202	ARAMARK UNIFORM SERVICES	141121	4/22/2013	1,280.11
0001965	ARISTA BUSINESS	141122	4/22/2013	1,461.16
0016123	AT&T	141123	4/22/2013	214.50
0017191	AT&T	141124	4/22/2013	2.33
0018363	AT&T LONG DISTANCE	141125	4/22/2013	15.82
0018465	AT&T MOBILITY	141126	4/22/2013	45.45
0018367	AVAIL-TVN	141127	4/22/2013	6,573.44
0095078	BAGLEY ENTERPRISES, INC.	141128	4/22/2013	398.26
0000345	BAKER & TAYLOR BOOKS	141129	4/22/2013	1,697.86
0001849	BAY AREA WATER SUPPLY & CONSERVATION AGE	141229	4/22/2013	3,740.00
0103924	BEAR DATA SOLUTIONS, INC.	141130	4/22/2013	2,841.29
0105553	BELLECCI & ASSOCIATES, INC.	141131	4/22/2013	12,195.00
0018390	BEN'ZARA MINKIN	141132	4/22/2013	81.38
0000378	BROADMOOR LANDSCAPE SUPPLY	141134	4/22/2013	15.26
0096420	BSN SPORTS	141135	4/22/2013	130.29
0017600	BURTON'S FIRE INC.	141136	4/22/2013	82.03
0096798	BUSINESS PRODUCTS & SUPPLIES	141137	4/22/2013	532.63
0018942	CA DEPARTMENT OF PUBLIC HEALTH	141138	4/22/2013	3,150.00
0017843	CENTRAL COUNTY FIRE DEPT.	141140	4/22/2013	5,600.00
0017843	CENTRAL COUNTY FIRE DEPT.	141141	4/22/2013	90.00
0105683	CENTURY MANUFACTURING CORP.	141142	4/22/2013	353.36
0016324	CINTAS CORPORATION #464	141145	4/22/2013	190.52
0096053	CINTAS DOCUMENT MANAGEMENT	141146	4/22/2013	45.00
0000386	CITY OF SOUTH SAN FRANCISCO	141147	4/22/2013	6,486.94
0017802	CLEANSOURCE, INC.	141148	4/22/2013	2,441.02
0105091	COLE SUPPLY CO., INC.	141149	4/22/2013	211.00
0099003	COMMUTER CHECK SERVICE CORP.	141150	4/22/2013	372.10
0098656	COMPLETE LINEN SERVICE	141151	4/22/2013	111.93
0097071	CRESCO EQUIPMENT RENTALS	141152	4/22/2013	985.73
0105729	CUIWEI CHEN	141144	4/22/2013	5,768.00
0018188	DAU PRODUCTS	141153	4/22/2013	4,843.03
0105723	DAVID CHANG	141143	4/22/2013	276.00
0018169	DELL MARKETING L.P.	141154	4/22/2013	534.65
0093479	DEPARTMENT OF JUSTICE	141155	4/22/2013	714.00
0105707	DJ DESIGNS	141156	4/22/2013	275.72
0000383	DWAN ELEVATOR CO.	141157	4/22/2013	980.00
0104327	EATON PUMP & SALES	141158	4/22/2013	8,662.50
0018804	ECMS, INC.	141159	4/22/2013	26.16
0094901	ELOISE RANDON	141212	4/22/2013	1.84
0017300	ENVIRONMENTAL HEALTH FEE	141161	4/22/2013	1,861.00
0017152	ERLER & KALINOWSKI, INC.	141162	4/22/2013	10,587.75
0013683	F. FERRANDO & CO.	141163	4/22/2013	2,559.00
0105724	FITZPATRICK & SONS	141166	4/22/2013	276.00
0001782	FLOWERS ELECTRIC & SVC.CO.INC.	141167	4/22/2013	5,304.60
0018117	FLYERS ENERGY, LLC	141168	4/22/2013	10,008.92

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Vendor Code & Name	Check #	Check Date	Amount	
0014910	G & M AUTO BODY	141169	4/22/2013	1,305.80
0016876	GAMA TROPHIES AND GIFTS	141170	4/22/2013	37.97
0018842	GBH POLYGRAPH SERVICES	141171	4/22/2013	250.00
0103258	GC MICRO CORPORATION	141172	4/22/2013	2,532.22
0105480	GEM STATE MANUFACTURING, INC.	141173	4/22/2013	8,581.79
0105727	GEORGE AND JUNE M. FENISEY	141164	4/22/2013	641.80
0104135	GLOBAL TRACKING COMMUNICATIONS, INC.	141232	4/22/2013	29.99
0000162	GRAINGER	141174	4/22/2013	4,378.41
0000541	GRANITE ROCK COMPANY	141175	4/22/2013	733.83
0095966	GREATAMERICA FINANCIAL SVCS.	141176	4/22/2013	577.51
0096316	GREEN CARPET LANDSCAPING & MAINTENANCE	141185	4/22/2013	1,100.00
0017914	GSWAW INC.	141177	4/22/2013	654.00
0105067	HADRONEX, INC.	141178	4/22/2013	8,416.97
0102629	HAN-CHING WONG	141243	4/22/2013	134.90
0103239	HELEN O'BRIEN	141195	4/22/2013	176.00
0001786	IN DEMAND-NYC	141180	4/22/2013	1,859.33
0097969	INT'L. MUNICIPAL LAWYERS ASSO.	141181	4/22/2013	695.00
0000075	K-119 TOOLS OF CALIFORNIA INC.	141182	4/22/2013	401.81
0096379	KAREN OJAKIAN	141198	4/22/2013	460.69
0018498	KONICA MINOLTA BUSINESS SOL.	141183	4/22/2013	560.64
0000317	L.N. CURTIS & SONS	141184	4/22/2013	348.80
0018777	LEXISNEXIS RISK DATA MANAGEMENT	141217	4/22/2013	184.55
0105034	LFP BROADCASTING, LLC	141186	4/22/2013	64.95
0104424	LIDIA'S ITALIAN DELICACIES	141187	4/22/2013	1,050.00
0105246	LILLIAN MENDOZA	141189	4/22/2013	141.00
0092285	MICROMARKETING LLC	141191	4/22/2013	81.94
0102708	MOTION PICTURE LICENSING CORP.	141192	4/22/2013	553.36
0104730	MUNICIPAL EMERGENCY SERVICES	141193	4/22/2013	5,475.61
0105725	NATIONAL ACADEMY OF ATHLETICS	141194	4/22/2013	111.80
0092263	OFFICE DEPOT INC	141197	4/22/2013	322.68
0000210	OLE'S CARBURETOR & ELECTRIC INC	141199	4/22/2013	1,760.16
0097567	ONE HOUR DRY CLEANING	141200	4/22/2013	117.90
0016188	P & S SALES OF SAN FRANCISCO	141201	4/22/2013	275.57
0000012	PACIFIC GAS & ELECTRIC	141202	4/22/2013	29,786.59
0000101	PACIFIC NURSERIES	141203	4/22/2013	209.55
0095589	PACIFIC SUNFACING INC.	141204	4/22/2013	1,164.64
0105728	PAMELA METCALFE	141190	4/22/2013	115.00
0104656	PAULA-JO HUSACK, MA, LMFT, CGP	141179	4/22/2013	185.00
0016241	PENINSULA BUILDING MATERIALS	141205	4/22/2013	807.24
0095148	PENINSULA MUNI.ENGINEERING	141206	4/22/2013	21,840.00
0014961	PENINSULA UNIFORMS & EQUIPMENT	141207	4/22/2013	579.63
0018283	PERFORMANCE TOW LLC	141208	4/22/2013	120.00
0098436	PROFESSIONAL LAND SERVICES	141209	4/22/2013	410.00
0000071	R & B COMPANY	141210	4/22/2013	803.42
0017111	RANDOM HOUSE INC	141211	4/22/2013	10.90
0000175	RECOLOGY SAN BRUNO	141213	4/22/2013	412,212.25
0094546	RECORDED BOOKS, LLC	141214	4/22/2013	29.42
0090749	RED WING SHOE STORE	141215	4/22/2013	200.58
0104548	RENNE SLOAN HOLTZMAN SAKAI LLP	141216	4/22/2013	282.50
0099535	RICHARD M BORREGO	141133	4/22/2013	1,000.00
0000022	ROBERT LOUIE	141188	4/22/2013	153.40
0016213	ROZZI REPRODUCTION&SUPPLY INC.	141218	4/22/2013	506.32
0093895	SALLY P. CALVERT	141139	4/22/2013	2,591.10
0000569	SAN BRUNO AUTO CENTER, INC.	141219	4/22/2013	75.00

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Vendor Code & Name	Check #	Check Date	Amount
0092153 SAN BRUNO CHAMBER OF COMMERCE	141220	4/22/2013	600.00
0103392 SAN MATEO COUNTY FIRE PREVENTION OFFICERS	141165	4/22/2013	100.00
0098021 SAN MATEO MEDICAL CENTER	141222	4/22/2013	1,400.00
0018461 SERRAMONTE FORD, INC.	141223	4/22/2013	403.96
0103732 SFO MEDICAL CLINIC	141224	4/22/2013	186.00
0104787 SINGER ASSOCIATES, INC.	141225	4/22/2013	6,061.25
0017508 SOUTH CITY LUMBER AND SUPPLY	141226	4/22/2013	78.81
0096817 SPEEDO CHECK	141227	4/22/2013	480.00
0097079 SPRINT	141228	4/22/2013	1,369.40
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	141160	4/22/2013	1,984.00
0018083 THE CROSSING SAN BRUNO PROPERTY OWNERS ,	141221	4/22/2013	3,041.58
0018275 THE REGENTS OF THE UNIVERSITY OF CA	141196	4/22/2013	213.08
0000036 THOMSON WEST	141230	4/22/2013	501.80
0018818 TOSHIBA BUSINESS SOLUTIONS CA	141231	4/22/2013	1.66
0017932 TRILLIUM USA INC.	141233	4/22/2013	25.65
0017134 TRINET CONSTRUCTION INC.	141234	4/22/2013	18,637.36
0017133 TURBO DATA SYSTEMS INC	141235	4/22/2013	2,370.62
0102744 UNIVERSAL BUILDING SERVICES	141236	4/22/2013	163.00
0098625 UPS	141237	4/22/2013	8.61
0096844 USA BLUE BOOK	141238	4/22/2013	3,318.32
0018502 VALLEY POWER SYSTEMS, INC.	141239	4/22/2013	70.33
0104660 WEST YOST ASSOCIATES, INC.	141240	4/22/2013	6,577.57
0000612 WESTVALLEY CONSTRUCTION CO.INC	141241	4/22/2013	4,569.22
0018580 WILEY PRICE & RADULOVICH LLP	141242	4/22/2013	114.00
		GrandTotal:	684,993.52
		Total count:	131

04/29/13

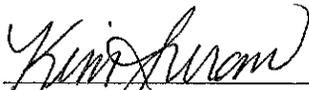
CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$64,403.59
122	SOLID WASTE/RECYCL.	\$1,111.29
190	EMERGENCY DISASTER FUND	\$455.48
611	WATER FUND	\$824.24
631	WASTEWATER FUND	\$245.31
641	CABLE TV FUND	\$14,943.65
702	FACILITY MAINT. FUND	\$2,504.25
703	GENERAL EQUIPMENT REVOLVING	\$20,074.89
711	SELF INSURANCE	\$100,000.00
880	PROJECT DEVELOP. TRUST	\$4,578.75
891	S.B. GARBAGE CO. TRUST	\$40,000.00
TOTAL FOR APPROVAL		\$249,141.45

HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 2 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 141244 THROUGH 141341 INCLUSIVE, TOTALING IN THE AMOUNT OF \$249,141.45 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

4/30/13
DATE

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Vendor Code & Name	Check #	Check Date	Amount
0096852 ABAG PLAN CORPORATION	141246	4/29/2013	100,000.00
0097468 ABUL SALIM KHAN	141293	4/29/2013	39.15
0016499 ACTION SPORTS	141247	4/29/2013	290.75
0001170 AIRGAS NCN	141248	4/29/2013	176.04
0017459 ALL CITY MANAGEMENT SVC.INC.	141249	4/29/2013	1,071.36
0103685 AQUATIC COMMERCIAL INDUSTRIES	141250	4/29/2013	375.00
0001965 ARISTA BUSINESS	141251	4/29/2013	576.09
0016123 AT&T	141252	4/29/2013	538.52
0017191 AT&T	141253	4/29/2013	1,157.37
0000345 BAKER & TAYLOR BOOKS	141255	4/29/2013	1,860.56
0018052 BATTERYZONE INC.	141256	4/29/2013	327.75
0097526 BILL PALACIO	141309	4/29/2013	41.95
0105160 BRAD BUCKWALTER	141259	4/29/2013	611.11
0000378 BROADMOOR LANDSCAPE SUPPLY	141258	4/29/2013	104.64
0103711 BURLINGAME PRESS	141260	4/29/2013	212.55
0096798 BUSINESS PRODUCTS & SUPPLIES	141261	4/29/2013	552.47
0016324 CINTAS CORPORATION #464	141263	4/29/2013	190.52
0102572 CINTAS FIRE PROTECTION	141264	4/29/2013	2,032.19
0017802 CLEANSOURCE, INC.	141265	4/29/2013	329.81
0098656 COMPLETE LINEN SERVICE	141266	4/29/2013	111.93
0014338 CREST/GOOD MANUFACTURING CO.	141267	4/29/2013	272.47
0018331 CSG CONSULTANTS INC.	141268	4/29/2013	2,228.75
0000251 CUMMINS WEST INC.	141269	4/29/2013	2,370.75
0018188 DAU PRODUCTS	141270	4/29/2013	715.68
0102820 DEBRA HALL	141284	4/29/2013	289.00
0102362 ESPN	141273	4/29/2013	870.45
0000046 EWING IRRIGATION PRODUCTS INC	141274	4/29/2013	41.78
0013683 F. FERRANDO & CO.	141275	4/29/2013	276.00
0000944 FEDEX	141277	4/29/2013	18.26
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	141278	4/29/2013	995.00
0018117 FLYERS ENERGY, LLC	141279	4/29/2013	10,424.52
0102869 FRANCHISE TAX BOARD	141280	4/29/2013	550.00
0097038 GIANG SON	141325	4/29/2013	98.24
0095966 GREATAMERICA FINANCIAL SVCS.	141283	4/29/2013	161.99
0098213 GRISLDA CHAVES	141262	4/29/2013	8.22
0105732 HATHAWAY DINWIDDLE CONSTRUCTION CO.	141271	4/29/2013	276.00
0017882 HOME BOX OFFICE	141287	4/29/2013	1,268.36
0099956 HUGO ANSELMO AVILA	141254	4/29/2013	15.07
0105731 INDUSTRIAL BOBCAT	141288	4/29/2013	276.00
0018838 INFOSEND, INC.	141289	4/29/2013	898.74
0104682 ISG INFRARED SYSTEMS GROUP,LLC	141290	4/29/2013	30.00
0102677 JDS UNIPHASE CORPORATION	141292	4/29/2013	643.10
0104724 JEANETT ERRINGTON	141272	4/29/2013	362.70
0103317 JILL ROFII	141317	4/29/2013	2,116.60
0095487 JOANNE FAZZINO	141276	4/29/2013	12.29
0100466 KIENAN HARRISON	141285	4/29/2013	83.90
0000317 L.N. CURTIS & SONS	141294	4/29/2013	162.96
0018640 L3 COM MOBILE-VISION INC.	141295	4/29/2013	20,074.89
0099284 LARRY HEATH	141286	4/29/2013	83.20
0105739 LISA GEMMA	141281	4/29/2013	1,250.00
0102701 LISA LUCIANO	141296	4/29/2013	525.00
0100188 LU WARREN	141340	4/29/2013	17.80
0100704 MARTY CARDONE	141297	4/29/2013	500.00

Document group: komalley Bank: apbank 05507660

Vendor Code & Name	Check #	Check Date	Amount
0105738 MCGEE PRODUCTIONS	141298	4/29/2013	350.00
0102770 METLIFE	141299	4/29/2013	1,205.08
0092285 MICROMARKETING LLC	141300	4/29/2013	34.95
0096800 MOBILE CALIBRATION SVCS. LLC	141301	4/29/2013	285.54
0096724 NATIONAL CONSTRUCTION RENTALS	141302	4/29/2013	412.08
0102408 NATIONAL GEOGRAPHIC CHANNEL HD	141303	4/29/2013	62.00
0092263 OFFICE DEPOT INC	141305	4/29/2013	997.65
0000210 OLE'S CARBURETOR &ELECTRIC INC	141306	4/29/2013	87.13
0000012 PACIFIC GAS & ELECTRIC	141307	4/29/2013	8,022.58
0000102 PACIFIC WEST SECURITY, INC.	141308	4/29/2013	168.05
0104697 PBS KIDS SPROUT	141310	4/29/2013	676.89
0015163 PENINSULA SPORTS OFFICIALS ASSOC.INC.	141327	4/29/2013	520.00
0102088 PETER TSANG	141335	4/29/2013	6.35
0018094 PLAYBOY ENTERPRISES, INC.	141311	4/29/2013	35.96
0102915 PRECISE PRINTING & MAILING	141312	4/29/2013	738.58
0097438 RAMESH JANAKIRAMAN	141291	4/29/2013	41.95
0017111 RANDOM HOUSE INC	141314	4/29/2013	81.75
0000175 RECOLOGY SAN BRUNO	141315	4/29/2013	40,000.00
0102821 RENEE WARGO	141244	4/25/2013	500.00
0102821 RENEE WARGO	141245	4/26/2013	500.00
0096772 ROBERT MIGUEL	141316	4/29/2013	103.09
0098131 RONALD BRITTON	141257	4/29/2013	10.09
0092153 SAN BRUNO CHAMBER OF COMMERCE	141318	4/29/2013	1,495.00
0017432 SAN MATEO COUNTY PUBLIC SAFETY COMMUNICA	141313	4/29/2013	554.25
0015418 SAN MATEO COUNTY TRAINING OFFICERS ASSOCI.	141333	4/29/2013	2,457.54
0015418 SAN MATEO COUNTY TRAINING OFFICERS ASSOCI.	141334	4/29/2013	375.00
0001999 SANCRA - PENINSULA DIVISION	141319	4/29/2013	200.00
0094274 SCOTT ROGGE	141320	4/29/2013	163.07
0092067 SCOTT WALDVOGEL	141321	4/29/2013	338.57
0013985 SCTE, INC.	141322	4/29/2013	68.00
0001225 SIERRA PACIFIC TURF SUPPLY,INC	141323	4/29/2013	405.48
0104785 SIMON WONG ENGINEERING, INC.	141324	4/29/2013	240.00
0017508 SOUTH CITY LUMBER AND SUPPLY	141326	4/29/2013	78.81
0014075 STATE BOARD OF EQUALIZATION	141328	4/29/2013	1,651.00
0097402 STEVE GERACIMOS	141282	4/29/2013	11.79
0097566 SUBTRONIC CORP.	141329	4/29/2013	2,350.00
0018073 TEAMSTERS LOCAL 350	141330	4/29/2013	2,976.00
0015691 TEAMSTERS LOCAL 856	141331	4/29/2013	12,326.00
0103559 THE MLB NETWORK, LLC	141332	4/29/2013	1,377.15
0018618 UNITED SITE SERVICES INC.	141336	4/29/2013	43.40
0098625 UPS	141337	4/29/2013	44.99
0105133 UTILITY TELEPHONE, INC.	141338	4/29/2013	177.22
0102988 VANTAGEPOINT TRANSFER AGENTS	141339	4/29/2013	8,164.82
0105520 WENDY WOO	141341	4/29/2013	276.00
0100073 YOSHIKAZU NOZAKI	141304	4/29/2013	10.16
		GrandTotal:	249,141.45
		Total count:	98

05/06/13

CITY OF SAN BRUNO
WARRANT REGISTER
TOTAL FUND RECAP

FUND	FUND NAME	AMOUNT
001	GENERAL FUND	\$135,487.53
122	SOLID WASTE/RECYCL.	\$509.10
190	EMERGENCY DISASTER FUND	\$158,491.98
201	PARKS AND FACILITIES CAPITAL	\$19,500.00
203	STREET IMPROVE. PROJECTS	\$210.00
207	TECHNOLOGY CAPITAL	\$2,022.00
611	WATER FUND	\$105,537.29
621	STORMWATER FUND	\$9,337.96
631	WASTEWATER FUND	\$252,254.63
641	CABLE TV FUND	\$232,319.02
701	CENTRAL GARAGE	\$11,194.72
702	FACILITY MAINT. FUND	\$3,530.19
707	TECHNOLOGY DEVELOPMENT	\$9,381.54
711	SELF INSURANCE	\$12,587.21

TOTAL FOR APPROVAL \$952,363.17

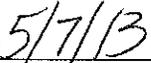
HONORABLE MAYOR AND CITY COUNCIL:

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAGES NUMBERED FROM 1 THROUGH 4 INCLUSIVE, AND/OR CLAIMS NUMBERED FROM 141342 THROUGH 141508 INCLUSIVE, TOTALING IN THE AMOUNT OF \$952,363.17 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



DATE

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Vendor Code & Name	Check #	Check Date	Amount	
0017188	3T EQUIPMENT COMPANY INC.	141343	5/6/2013	226.87
0017341	AARONSON DICKERSON, COHN & LANZONE	141388	5/6/2013	2,225.00
0000858	ADECCO EMPLOYMENT SERVICES	141344	5/6/2013	4,292.60
0018601	ADVANCED MEDIA TECH., INC.	141345	5/6/2013	88,132.81
0001170	AIRGAS NCN	141346	5/6/2013	119.31
0001170	AIRGAS NCN	141347	5/6/2013	24.14
0000163	AIRPORT AUTO PARTS INC.	141348	5/6/2013	187.96
0104542	ALTA LANGUAGE SERVICES, INC.	141349	5/6/2013	600.00
0000082	AMERICAN MESSAGING	141350	5/6/2013	35.92
0001202	ARAMARK UNIFORM SERVICES	141351	5/6/2013	181.69
0096958	ARIEL HERBEZ	141414	5/6/2013	15.00
0001965	ARISTA BUSINESS	141352	5/6/2013	406.12
0000118	ART'S PENINSULA LOCKSMITH	141353	5/6/2013	70.85
0016123	AT&T	141354	5/6/2013	128.09
0017191	AT&T	141355	5/6/2013	319.58
0000345	BAKER & TAYLOR BOOKS	141356	5/6/2013	1,566.14
0017678	BAUER COMPRESSORS INC.	141357	5/6/2013	1,168.46
0001849	BAY AREA WATER SUPPLY & CONSERVATION AGEI	141482	5/6/2013	8,790.25
0018093	BBC WORLDWIDE AMERICA INC.	141358	5/6/2013	772.16
0103924	BEAR DATA SOLUTIONS, INC.	141359	5/6/2013	6,418.61
0105553	BELLECCI & ASSOCIATES, INC.	141360	5/6/2013	19,432.20
0097526	BILL PALACIO	141446	5/6/2013	37.95
0102852	BILL ROSENTHAL & ASSOCIATES	141342	5/6/2013	5,150.00
0100342	BILL TEAHAN	141485	5/6/2013	85.03
0017624	BKF ENGINEERS	141361	5/6/2013	144,312.02
0017600	BURTON'S FIRE INC.	141363	5/6/2013	137.47
0096798	BUSINESS PRODUCTS & SUPPLIES	141364	5/6/2013	829.27
0014739	CAL-STEAM	141365	5/6/2013	193.17
0105248	CARLOS FISHBURN	141401	5/6/2013	400.00
0100669	CATHY DOWNEY	141390	5/6/2013	88.39
0018977	CBS TELEVISION STATIONS	141366	5/6/2013	6,483.86
0017679	CDW GOVERNMENT, INC	141367	5/6/2013	935.13
0093666	CHRISTINE ZAGAR	141508	5/6/2013	10.96
0016324	CINTAS CORPORATION #464	141368	5/6/2013	506.90
0102572	CINTAS FIRE PROTECTION	141369	5/6/2013	2,003.33
0097464	CINTAS FIRST AID & SAFETY	141370	5/6/2013	262.07
0013595	CITY OF SAN BRUNO	141371	5/6/2013	830.22
0000386	CITY OF SOUTH SAN FRANCISCO	141372	5/6/2013	217,995.01
0000508	CLEARLITE TROPHIES	141374	5/6/2013	2,160.93
0018911	COMCAST CABLE COMMUNICATIONS	141375	5/6/2013	25,780.68
0104508	COMCAST SPORTSNET CALIFORNIA	141376	5/6/2013	20,895.30
0098656	COMPLETE LINEN SERVICE	141377	5/6/2013	115.86
0105187	CONCERN	141378	5/6/2013	664.44
0015857	COUNTY OF SAN MATEO	141381	5/6/2013	3,477.50
0105741	COX MEDIA GROUP	141383	5/6/2013	22,626.25
0097071	CRESCO EQUIPMENT RENTALS	141384	5/6/2013	1,874.63
0018331	CSG CONSULTANTS INC.	141385	5/6/2013	936.51
0100648	DANIELLE PERRY	141449	5/6/2013	15.76
0018169	DELL MARKETING L.P.	141386	5/6/2013	534.65
0098908	DEPT. OF INDUSTRIAL RELATIONS	141387	5/6/2013	225.00
0018092	DISCOVERY COMMUNICATIONS LLC	141389	5/6/2013	1,436.14
0018779	DUDLEY PERKINS CO	141391	5/6/2013	239.86
0098356	EDGAR TAMPUECO	141483	5/6/2013	19.37

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Vendor Code & Name	Check #	Check Date	Amount
0017152 ERLER & KALINOWSKI, INC.	141394	5/6/2013	12,956.21
0102362 ESPN	141395	5/6/2013	4,631.33
0105459 ETIC ENGINEERING, INC.	141397	5/6/2013	2,785.80
0000944 FEDEX	141399	5/6/2013	54.76
0013714 FIRST NATIONAL BANK	141400	5/6/2013	11,934.74
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	141402	5/6/2013	7,223.69
0018272 GALE GROUP INC.	141403	5/6/2013	64.83
0103258 GC MICRO CORPORATION	141404	5/6/2013	75.95
0097748 GERALD OWYEOG	141444	5/6/2013	105.81
0018864 GMA NETWORK INC.	141405	5/6/2013	813.20
0016154 GOETZ BROTHERS SPORTING GOODS	141406	5/6/2013	488.75
0000162 GRAINGER	141408	5/6/2013	2,257.78
0000541 GRANITE ROCK COMPANY	141409	5/6/2013	3,831.53
0017900 GREAT LAKES DATA SYSTEMS INC	141410	5/6/2013	1,850.00
0096316 GREEN CARPET LANDSCAPING & MAINTENANCE	141424	5/6/2013	1,100.00
0099092 GREGORY CLAYMAN	141373	5/6/2013	34.19
0096837 GYM DOCTORS	141411	5/6/2013	100.00
0000385 HACH COMPANY	141412	5/6/2013	2,503.41
0000134 HAWKINS-HAWKINS CO. INC.	141413	5/6/2013	174.50
0099676 HORALIA ESTRADA	141396	5/6/2013	400.00
0103336 HUB INTERNATIONAL SERVICE INC.	141415	5/6/2013	233.38
0103976 HUB TELEVISION NETWORKS, LLC	141416	5/6/2013	370.84
0001786 IN DEMAND-NYC	141418	5/6/2013	10,032.98
0097680 ISAAC SCUITTO	141467	5/6/2013	36.13
0098111 JAMES WOLFF	141507	5/6/2013	95.24
0097573 JANET CORVI	141379	5/6/2013	28.17
0016565 JDH CORROSION CONSULTANTS, INC	141419	5/6/2013	3,925.00
0098126 JENNIE TUCKER	141491	5/6/2013	137.76
0103884 JJ NGUYEN, INC.	141420	5/6/2013	19,500.00
0000771 JT2 INTEGRATED RESOURCES	141421	5/6/2013	12,587.21
0000075 K-119 TOOLS OF CALIFORNIA INC.	141422	5/6/2013	93.89
0103359 KLARA A FABRY	141398	5/6/2013	94.21
0105744 KRYSZYNA GOGOL	141407	5/6/2013	114.00
0018640 L3 COM MOBILE-VISION INC.	141423	5/6/2013	3,277.08
0103799 LDVALI LLC	141425	5/6/2013	510.90
0105034 LFP BROADCASTING, LLC	141427	5/6/2013	59.75
0018177 LOWE'S	141428	5/6/2013	561.54
0017026 LYNX TECHNOLOGIES, INC.	141429	5/6/2013	2,405.00
0015875 MANWIN MEDIA SARL	141430	5/6/2013	52.59
0018670 METROPCS WIRELESS, INC.	141431	5/6/2013	300.00
0092285 MICROMARKETING LLC	141432	5/6/2013	49.98
0000333 MOSS RUBBER & EQUIP. CORP.	141433	5/6/2013	585.51
0017289 MUNISERVICES, LLC	141434	5/6/2013	1,000.00
0000357 NATIONAL CABLE TV CO-OP, INC.	141435	5/6/2013	6,642.35
0018319 NEAL MARTIN & ASSOCIATES	141436	5/6/2013	4,640.00
0103301 NHL NETWORK US, LP	141437	5/6/2013	924.56
0015839 NOR-CAL SIGNS	141438	5/6/2013	196.20
0000522 NORTH COAST COUNTY WATER DISTRICT(NCCWD)	141382	5/6/2013	21,835.32
0092263 OFFICE DEPOT INC	141440	5/6/2013	1,024.00
0018284 OFFICEMAX INC.	141441	5/6/2013	113.38
0000210 OLE'S CARBURETOR & ELECTRIC INC	141442	5/6/2013	1,556.21
0097567 ONE HOUR DRY CLEANING	141443	5/6/2013	98.60
0000012 PACIFIC GAS & ELECTRIC	141445	5/6/2013	49,881.96
0104656 PAULA-JO HUSACK, MA, LMFT, CGP	141417	5/6/2013	185.00

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Vendor Code & Name	Check #	Check Date	Amount	
0095148	PENINSULA MUNI.ENGINEERING	141447	5/6/2013	24,696.00
0103515	PENINSULA POWER WASH	141448	5/6/2013	4,350.00
0105432	PENNY BLENSDORF	141362	5/6/2013	12.35
0016770	PRAXAIR DISTRIBUTION INC -192	141450	5/6/2013	144.95
0000285	PREFERRED ALLIANCE, INC.	141451	5/6/2013	259.35
0105734	PULLTARPS MFG.	141452	5/6/2013	1,118.10
0097558	PURCHASE POWER	141453	5/6/2013	200.00
0000593	PUREWATER BACKFLOW TESTING	141454	5/6/2013	90.00
0018383	QOS COMMUNICATIONS	141455	5/6/2013	2,022.00
0000071	R & B COMPANY	141456	5/6/2013	687.39
0017111	RANDOM HOUSE INC	141457	5/6/2013	81.58
0090749	RED WING SHOE STORE	141458	5/6/2013	497.81
0104548	RENNE SLOAN HOLTZMAN SAKAI LLP	141460	5/6/2013	1,175.26
0096458	RMC WATER AND ENVIRONMENT	141461	5/6/2013	10,129.22
0105005	ROBERT CAMPBELL PHOTOGRAPHY	141462	5/6/2013	1,100.43
0013581	ROVI GUIDES, INC.	141463	5/6/2013	10,502.03
0000569	SAN BRUNO AUTO CENTER, INC.	141464	5/6/2013	900.00
0017807	SAN MATEO COUNTY CONTROLLER'S OFFICE	141380	5/6/2013	8,881.70
0105736	SCOTT'S DEMOLITION	141465	5/6/2013	276.00
0013985	SCTE, INC.	141466	5/6/2013	68.00
0018461	SERRAMONTE FORD, INC.	141468	5/6/2013	24.07
0105740	SETON IDENTIFICATION PRODUCTS	141470	5/6/2013	63.15
0102917	SFPUC FINANCIAL SERVICES	141471	5/6/2013	2,545.00
0018962	SHOE DEPOT INC.	141472	5/6/2013	107.39
0000216	SHOWTIME NETWORKS INC.	141473	5/6/2013	6,837.90
0098030	SHRED-IT USA - SAN FRANCISCO	141474	5/6/2013	40.14
0001225	SIERRA PACIFIC TURF SUPPLY,INC	141475	5/6/2013	312.12
0017508	SOUTH CITY LUMBER AND SUPPLY	141476	5/6/2013	160.10
0097079	SPRINT	141477	5/6/2013	64.89
0000906	STAR MICROSYSTEMS INC	141478	5/6/2013	54.50
0105481	STARVISTA	141479	5/6/2013	17,390.50
0018602	STARZ ENTERTAINMENT LLC.	141480	5/6/2013	861.47
0105733	STEVEN LEMUS	141426	5/6/2013	131.80
0000801	STEWART AUTOMOTIVE GROUP	141481	5/6/2013	101.74
0018813	TANKO LIGHTING	141484	5/6/2013	3,951.25
0018148	TEAMSOFTWARE SOLUTIONS	141486	5/6/2013	250.00
0002025	TELECOMMUNICATIONS ENGINEERING ASSOCIATE	141392	5/6/2013	85.00
0096616	TENNANT SALES AND SERVICE CO.	141487	5/6/2013	243.84
0017659	THE CALIFORNIA CHANNEL	141488	5/6/2013	130.46
0018717	THE E GROUP LLC	141489	5/6/2013	300.00
0018275	THE REGENTS OF THE UNIVERSITY OF CA	141439	5/6/2013	158.31
0000665	TSQ SOLUTIONS INC.	141490	5/6/2013	325.00
0102361	TURNER NETWORK SALES, INC.	141492	5/6/2013	39.28
0103095	TUTV	141493	5/6/2013	82.45
0001362	TV GUIDE MAGAZINE, LLC	141494	5/6/2013	162.44
0095538	TV GUIDE NETWORK, INC.	141495	5/6/2013	761.89
0000019	U.S. POSTMASTER	141496	5/6/2013	3,800.00
0102865	UNIVERSAL SERVICE ADMINISTRATIVE CO.	141469	5/6/2013	4,962.81
0099592	UNIVISION COMMUNICATIONS, INC.	141497	5/6/2013	3,714.07
0000584	USA MOBILITY WIRELESS INC.	141498	5/6/2013	33.15
0098259	VERMEER CALIFORNIA INC	141499	5/6/2013	756.93
0098917	VOLIKOS ENTERPRISES	141500	5/6/2013	10,987.53
0018432	W. BRADLEY ELECTRIC INC.	141501	5/6/2013	2,910.49
0095528	WALFREDO ENRICO	141393	5/6/2013	1,850.00

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Vendor Code & Name	Check #	Check Date	Amount
0104660 WEST YOST ASSOCIATES, INC.	141502	5/6/2013	7,172.45
0096421 WEST-LITE SUPPLY CO., INC.	141503	5/6/2013	589.69
0000612 WESTVALLEY CONSTRUCTION CO.INC	141504	5/6/2013	11,990.49
0018385 WFCB - OSH COMMERCIAL SERVICES	141505	5/6/2013	833.10
0105295 WINGFOOT COMMERCIAL TIRE	141506	5/6/2013	6,120.16
0018069 WULFSBERG REESE COLVIG & FIRSTMAN	141459	5/6/2013	1,353.00
		GrandTotal:	952,363.17
		Total count:	167



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: May 14, 2013
TO: Honorable Mayor and Members of the City Council
FROM: Kim Juran, Finance Director
SUBJECT: Payroll Approval

City Council approval of the City payroll distributed April 26, 2013 is recommended. The Labor Summary report reflecting the total payroll amount of \$1,222,988.99 for the bi-weekly pay period ending April 21, 2013 is attached.

LABOR SUMMARY FOR PAY PERIOD ENDING : April 21, 2013

pyLaborDist

04/26/13

Fund: 001 - GENERAL FUND	915,248.44
Fund: 122 - SOLID WASTE/RECYCL.	1,813.49
Fund: 153 -RDA OBLIGATION RETIREMENT FUND	6,005.24
Fund: 190 - EMERGENCY DISASTER FUND	21,288.56
Fund: 201 - PARKS AND FACILITIES CAPITAL	1,429.48
Fund: 207 - TECHNOLOGY CAPITAL	3,577.13
Fund: 203 - STREET IMPROVE. PROJECTS	2,232.84
Fund: 611 - WATER FUND	72,229.95
Fund: 621 - STORMWATER FUND	12,967.18
Fund: 631 - WASTEWATER FUND	52,287.97
Fund: 641 - CABLE TV FUND	84,657.66
Fund: 701 - CENTRAL GARAGE	10,025.76
Fund: 702 - FACILITY MAINT.FUND	21,149.88
Fund: 707 - TECHNOLOGY DEVELOPMENT	11,647.12
Fund: 711 - SELF INSURANCE	6,428.29

Total

\$1,222,988.99



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: May 14, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Tami Yuki, Human Resources Director

SUBJECT: Adopt Resolution Approving Side Letter Agreement Between the City of San Bruno and the Public Safety Mid-Management Bargaining Unit, Represented by Teamsters Union Local 856 and Authorizing its Execution by the City Manager

BACKGROUND

The Memorandum of Understanding (MOU) and existing Side Letter Agreement between the City of San Bruno and the Public Safety Mid Management Bargaining Unit expired on June 30, 2012. Representatives of the City and the representatives from the Public Safety Mid Management Bargaining Unit have met and conferred in good faith and have reached a tentative agreement for a side letter extending the existing Memorandum of Understanding. The Public Safety Mid Management Bargaining Unit ratified the tentative agreement on May 3, 2013.

DISCUSSION

The attached Agreement for the Public Safety Mid Management Bargaining Unit extends the current Memorandum of Understanding and July 2010 Side Letter Agreement from July 1, 2012 through December 31, 2014. In recognition of the City's continuing financial constraints, the Public Safety Mid Management Side Letter of Agreement provides no guaranteed salary adjustment during the term of this agreement; however, there is a wage reopener in October 2013 with implementation of any agreed upon adjustments no earlier than January 1, 2014. The City has also agreed to eliminate furloughs for the term of the contract, include additional education incentive pay for those employees who obtain certain Peace Officer Safety Training (POST) certification and college degrees, a slight increase to uniform allowance, and tuition reimbursement and management leave buy-out consistent with other settled bargaining unit contracts.

Negotiations focused on the need for the City and the Teamsters Health and Welfare Trust Fund to address the continuing rise in health care costs. The tentative agreement includes a condition that the Teamsters Health and Welfare Trust Fund will work with the City and employees to achieve health care plan restructuring that would provide opportunities for employees to opt-out, choose from multiple plan options, and establish

T.C.

plan pricing on number of individuals insured rather than a composite rate for all employees. If this health care restructure is not achieved prior to January 1, 2014, then the City and employees will split the 2013-14 and all future medical premium increases 50/50.

In the attached agreement, the City agrees to pay the increase in health benefit premiums for 2010-11 (\$56) and 2011-12 (\$58) retroactive to July 2, 2012, as well as up to \$80 per month for the health benefit increase which occurred on October 1, 2012.

FISCAL IMPACT

The 2012-13 Budget does not include funds for improvements to employee salary and benefits over the prior fiscal year. The additional medical costs, education incentive, uniform allowance, and management leave buy-out agreed to in the side letter of agreement with the Public Safety Mid Management Bargaining Unit is anticipated to cost an additional \$116,800 annually to the General Fund.

ALTERNATIVES

1. Do not approve Side Letter Agreement and direct the negotiating team to seek changes or to begin negotiating a Memorandum of Understanding with the Public Safety Mid Management Bargaining Unit whose agreement has expired.

RECOMMENDATION

Adopt Resolution Approving Side Letter Agreement Between the City of San Bruno and the Public Safety Mid-Management Bargaining Unit, Represented by Teamsters Union Local 856 and Authorizing its Execution by the City Manager

ATTACHMENTS

1. Resolution
2. Side Letter of Agreement

DATE PREPARED

May 6, 2013

REVIEWED BY

_____ CM

RESOLUTION NO. 2013 –

RESOLUTION APPROVING SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN BRUNO AND THE PUBLIC SAFETY MID MANAGEMENT BARGAINING UNIT REPRESENTED BY THE TEAMSTERS UNION LOCAL 856, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER

WHEREAS, representatives of the Teamsters Union Local 856 and the Public Safety Mid Management Bargaining Unit and representatives of the City of San Bruno have met and negotiated in good faith; and

WHEREAS, as a result of those negotiations, a Side Letter of Agreement has been reached regarding changes to the terms and conditions of employment for the Public Safety Mid Management Bargaining Unit, and extending the existing Memorandum of Understanding for an additional two and half years to the period of July 1, 2012 to December 31, 2014; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of San Bruno that it hereby approves the Side Letter of Agreement reached between the City of San Bruno and the Public Safety Mid Management Bargaining Unit, represented by the Teamsters Union Local 856 modifying the existing Memorandum of Understanding between the parties adopted pursuant to Resolution No. 2011-64, and consistent with terms and conditions outlined in the Side Letter of Agreement attached hereto; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute on behalf of the City of San Bruno the attached Side Letter of Agreement, and any modified and consolidated Memorandum of Understanding prepared incorporating all prior agreed upon terms and conditions of employment approved by the City of San Bruno and the Public Safety Mid Management Bargaining Unit, represented by the Teamsters Union Local 856.

—oOo—

I hereby certify the foregoing Resolution No. _____ was introduced and adopted by the San Bruno City Council, at a special meeting on May 14, 2013 by the following vote:

AYES:

NOES:

Carol Bonner, City Clerk

City of San Bruno and PSMM Tentative Agreement

April 22, 2013

- Term – two and one half (2 ½) year MOU (7/1/2012-12/31/2014)
- Wages –
 - No general salary increase except as provided by wage reopener
 - Reopener October 1, 2013, with implementation of any agreed upon adjustments no earlier than January 1, 2014
- Health
 - City to pay increases in health benefit premiums for benefit years 2010-11 (\$56 per month) and 2011-12 (\$58 per month), starting with the pay period retroactive to July 2, 2012.
 - City to pay a maximum of \$80 per month for the health benefit premium increase on October 1, 2012
 - Parties to meet with the intent of achieving tangible health care plan restructuring prior to the 2013-14 benefit year. The objectives to the health care plan restructuring may include cost containment for current and future costs, opportunities for employees to opt-out and/or have greater choice of health care plan options, and a pricing model that reflects the employee's plan choice.
 - Reopener on health benefits to occur no later than October 1, 2013 and to be concluded by December 31, 2013 or unless mutually agreed to by the parties.
 - If the parties fail to achieve agreement on the terms of health care plan restructuring prior to January 1, 2014, health care premium increases for benefit year 2013-14 will be split 50/50 between the City and employees. The parties agree that the health care premium increase for the benefit year 2013-14 (increase that is scheduled to occurred on October 1, 2013) will not go into effect until the conclusion of the health care reopener negotiations. Any health care premium increases beyond this time will be split 50/50 between the City and employees until the adoption of a successor agreement.
 - Criteria for tangible health care plan restructuring will include the following elements. If parties determine that one or more of the criteria do not achieve the objectives of restructuring, parties may agree to remove or substitute specific elements.
 - Plan pricing to be based on multiple plan choices that reduce the cost and/or have a lower rate of increase
 - Plan pricing to be based on numbers of individuals covered in each employee's plan, such as single, employee plus one, and family plan.

- Employees to have option to decline coverage based on demonstration of alternate coverage
- No furloughs for MOU term
- Increase educational incentive pay for Police Sergeants
 - Add 1% for POST intermediate, or
 - Add 1% for POST advanced, or
 - Add 1% for AA/AS and POST intermediate, or
 - Add 1% for AA/AS and POST advanced, or
 - Add 1% for BA/BS and POST advanced, or
 - Add 1% for AA/AS, or
 - Add 1% for BA/BS
 - Maximum incentive not to exceed 8.5%
- Increase tuition reimbursement to level equal to State College tuition rate
- Allow cash out of unused administrative leave not to exceed eighty (80) hours in any year.
- Increase uniform allowance to \$950 per year



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: May 14, 2013

TO: Honorable Mayor and City Council Members

FROM: Mark Ladas, Fire Chief

SUBJECT: Adopt Resolution Authorizing the City Manager to Execute Amendment to the Agreement Between the City of San Bruno, City of Millbrae, and the Central County Fire Department for a Shared Fire Chief Position

BACKGROUND:

As part of Phase I of the consolidation process to reduce costs and standardize Fire Department operations on a regional basis, the City Council approved the merging of Fire Administrations between the San Bruno, Millbrae and Central County Fire Departments; this process began in October 2011. When the shared Millbrae-San Bruno Fire Chief retired from the Millbrae Fire Department in May 2012, the Central County Fire Department Fire Chief assumed the fire chief responsibilities for all three agencies.

A single administration, led by the shared Fire Chief, is able to bring consistency to daily operations, emergency response, and eliminate duplication of efforts such as those being realized through a shared training division, shared fire mechanic, and shared Emergency Medical System (EMS) programs. The benefits to the community are savings through the reduction of personnel while improving day-to-day operations across jurisdictional lines through the San Mateo County Automatic Aid Agreement program. Fire companies are now able to receive the same training from San Bruno to Belmont resulting in better emergency scene operations and standardization of procedures.

In addition, a merged fire administration including a single fire chief managing three fire departments is cost effective for all four cities.

DISCUSSION:

The City of San Bruno and City of Millbrae shared a fire chief for several years and on May 25, 2012 the Millbrae-San Bruno Fire Chief retired. In another step toward consolidation of fire departments, the City Council approved an agreement between the City of San Bruno, City of Millbrae and the Central County Fire Department for a shared Fire Chief. This agreement will expire on May 25, 2013, and therefore an extension of the agreement is needed for the continuation of fire chief services.

In order to provide sufficient time for staff in all three agencies to complete thorough review, staff recommends that the existing agreement be extended for up to an additional 120 days. One specific topic needing additional review is the indemnification clause in the agreement. Further discussion is required regarding who is responsible for workers compensation claims for the fire chief's position as well as other shared personnel agreements.

7.d.

In addition to the additional 120-day extension, there are additional changes that need to be made at this time:

- Section 1e; the name of the Fire Chief will be changed to Mark Ladas
- Section 2; Term of Agreement - the agreement will be extended for 120 days
- Section 5a; the financial obligation will be \$72,500 for fiscal year 2013-14 payable in quarterly payments of \$18,125.

This agreement is also being presented to the Millbrae City Council for action on May 14, 2013. The Central County Fire Department Board of Directors met on May 7th and has approved the extension of the current agreement including the changes as outlined above. Attorneys for all parties have reviewed the agreement.

FISCAL IMPACT:

The new agreement is \$72,500 annually for the City of San Bruno represents an increase of \$2,500 for the cost of a shared fire chief. This increase is due to increases in the PERS retirement and health care costs.

ALTERNATIVES:

1. Decline to participate in a shared fire chief agreement and recruit for a sole fire chief for the City of San Bruno.
2. Decline to participate and seek another agency to share a fire chief.

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute amendment to the agreement between the City of Millbrae, City of San Bruno and the Central County Fire Department for a Shared Fire Chief Position

DISTRIBUTION:

None

ATTACHMENTS:

1. Resolution
2. First Amendment to the Agreement for Contract for Shared Fire Chief Services

DATE PREPARED: May 8, 2013

REVIEWED BY:

RESOLUTION NO. 2013-

RESOLUTION AUTHORIZING THE CITY MANAGER TO AMENDAN AGREEMENT BETWEEN THE CITY OF MILLBRAE, CITY OF SAN BRUNO AND THE CENTRAL COUNTY FIRE DEPARTMENT FOR A SHARED FIRE CHIEF

WHEREAS, in October 2011, with the approval of the San Bruno City Council, the San Bruno Fire Department began consolidation of Fire Administration with the Millbrae and Central County Fire Departments; and

WHEREAS, in May 2012 the San Bruno City Council approved an agreement to share the Fire Chief of Central County Fire Department; and

WHEREAS, the current agreement will expire on May 25, 2013; and

WHEREAS, said agreement will be extended for 120 days; and

WHEREAS, the name of the fire chief in said agreement will be amended to reflect the current fire chief; and

WHEREAS, said agreement will be amended to reflect the new cost for fiscal year 2013-14; and

WHEREAS, the City Managers of the Cities of San Bruno and Millbrae and the City Managers of the Cities of Burlingame and Hillsborough, for Central County Fire Department, are in agreement to continue sharing the services of the Fire Chief of Central County Fire Department; and

WHEREAS, doing so will continue to allow for continued savings in personnel costs and consolidation of administrations; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of San Bruno approves the amendment to the current agreement between the City of Millbrae, City of San Bruno and the Central County Fire Department for a Shared Fire Chief; and authorizes the City Manager to execute the agreement.

—oOo—

I hereby certify the foregoing Resolution No. _____ was introduced and adopted by the San Bruno City Council at a regular meeting on May 14, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Carol Bonner, City Clerk

FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT FOR SHARED FIRE CHIEF SERVICES BETWEEN CENTRAL COUNTY FIRE DEPARTMENT, CITY OF MILLBRAE AND CITY OF SAN BRUNO

This document constitutes the First Amendment to the Agreement for Contract for Shared Fire Chief Services entered into as of the 12th day of September, 2012 by and between the Central County Fire Department, a Joint Powers Authority ("CENTRAL COUNTY"), City of Millbrae, a municipal corporation ("MILLBRAE"), and the City of San Bruno, a municipal corporation ("SAN BRUNO"). CENTRAL COUNTY, MILLBRAE and SAN BRUNO shall collectively be referred to hereinafter as the PARTIES. (See Exhibit A)

RECITALS

This First Amendment is entered into with reference to the following facts and circumstances:

A. The current Agreement for Contract for Shared Fire Chief Services entered into as of the 12th day of September, 2012 by and between the PARTIES will expire on May 25, 2013.

B. The PARTIES wish to continue the Shared Fire Chief relationship, but believe that additional discussion is needed regarding workers' compensation and indemnification issues.

C. In order to give the PARTIES adequate time to discuss the workers' compensation and indemnification issues, the PARTIES wish to amend the existing Agreement to extend its term for a period of 120 days.

Based upon the foregoing Recitals the PARTIES agree to the following terms:

1. Section 1(e) shall be amended to read as follows:

CENTRAL COUNTY initially designates its current Fire Chief ~~Don Dornell~~ **Mark Ladas** (Designated Fire Chief) to provide the shared Fire Chief services under this Agreement. CENTRAL COUNTY shall not assign any other person to provide those services without the written consent of City Managers of MILLBRAE and SAN BRUNO. MILLBRAE and SAN BRUNO acknowledge that the Designated Fire Chief will periodically be unavailable to work due to training or scheduled vacations. It is expressly understood and agreed by the PARTIES that the Designated Fire Chief may elect to terminate employment with CENTRAL COUNTY at any time. Should the Designated Fire Chief terminate employment with CENTRAL COUNTY, the PARTIES agree that both MILLBRAE and SAN BRUNO shall be involved in the selection of a new Designated Fire Chief. CENTRAL COUNTY shall provide prompt notice of such termination to MILLBRAE and SAN BRUNO,

and the Parties shall, without delay, meet to discuss the procedures for identifying and, if appropriate, selecting a new Designated Fire Chief. This Agreement will terminate unless an alternative replacement is found acceptable to the PARTIES.

2. Section 2 shall be amended to read as follows:

The term of this **First Amendment** Agreement shall commence on May 26, ~~2012~~ **2013**, and continue for ~~one (1) year~~ **one hundred twenty (120) days**, unless terminated sooner pursuant to Section 6 below **in the Agreement**.

3. Section 5(a) shall be amended to read as follows:

MILLBRAE and SAN BRUNO shall each pay CENTRAL COUNTY the ~~amount stated below, which represents about 25% of the costs of the Designated Fire Chief's total compensation, benefits and expenses (including the costs of operating and maintaining the vehicle CENTRAL COUNTY provides to the Designated Fire Chief)~~ **which for fiscal year 2013-2014 is \$72,500**. Accordingly, MILLBRAE and SAN BRUNO's financial obligation to CENTRAL COUNTY for services ~~actually~~ rendered by the Designated Fire Chief pursuant to this Agreement equates to ~~\$70,000~~ **\$72,500** for fiscal year ~~2012-13~~ **2013-2014** and shall be payable in quarterly installments of ~~\$17,500~~ **\$18,125** due within 10 days of CENTRAL COUNTY's mailing of any invoice. Any payment 60 or more days overdue shall accrue an additional ten percent (10%) charge. **If, during the term of the First Amendment, the Designated Fire Chief's total compensation, benefits and expenses change, CENTRAL COUNTY shall provide written notice of the change to MILLBRAE and SAN BRUNO. MILLBRAE and SAN BRUNO shall be obligated to pay the revised rate with their next quarterly payment which shall also include, if necessary, the amount required to cover MILLBRAE and SAN BRUNO's proportionate share of the increased costs for the Designated Fire Chief incurred by CENTRAL COUNTY between the date of notification and the quarterly payment.**

D. All other terms and conditions of the Agreement, Exhibit A, shall remain in force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

City of Millbrae,
A municipal corporation of the State
of California

By: _____
City Manager, Marcia Raines

ATTEST:

By: _____
City Clerk, Angela Louis

Approved as to Form:

By: _____
Joan Cassman, City Attorney

Central County Fire Department,
A Joint Powers Authority

By: _____
Randy Schwartz, Chief
Administrative Officer

Approved as to Form:

By: _____
Jean B. Savaree, Department
General Counsel

City of San Bruno,
A municipal corporation of the State
of California

By: _____
City Manager, Constance C. Jackson

ATTEST:

By: _____
City Clerk, Carol Bonner

Approved as to Form:

By: _____
Marc L. Zafferano, City Attorney



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: May 14, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Kerry Burns, Interim Community Services Director
Tami Yuki, Human Resources Director

SUBJECT: Adopt Resolution Amending the City Classification Plan by Adopting Position Descriptions for Assistant Community Services Director and Community Services Superintendent and Adopt Salary Ranges for Assistant Community Services Director and Community Services Superintendent Positions

BACKGROUND

The reorganization in the Community Services Department was approved by the City Council in the Fiscal Year 2012-13 Budget. It includes elimination of a full-time Library Manager position, one part-time Senior Center Manager position, one part-time Parks and Facilities Manager position, and two part-time administrative recreation positions. The reorganization also included reclassification of two library positions and one recreation position, an additional full-time administrative position, an upgrade of two part-time Senior Center positions to full-time positions, and additional part-time hours for the Library Services Division.

The reorganization has been implemented with the exception of two remaining positions. Those positions are the reclassification of the Assistant Library Director to the Assistant Community Services Director in recognition of the additional management and oversight of the Senior Services Division, and the reclassification of the Recreation Manager position to the Community Services Superintendent position in recognition of the additional management and oversight of the Parks and Facilities divisions.

While this proposed reorganization results in a reduction of approximately \$68,900, this amount was offset by a reduction in the State Library Fund Transfer to the General Fund, resulting in a General Fund savings of \$8,000.

On December 19, 2012 the Personnel Board reviewed the Assistant Community Services Director and Community Services Superintendent job descriptions and recommends their final approval. The Teamsters Union has also received copies of the position descriptions and agreed to their content.

DISCUSSION

The Personnel Board reviewed two newly created job descriptions of the Assistant Community Services Director and the Community Services Superintendent. These two new positions were created as part of a reorganization of the Community Services Department that was approved by the City Council during the 2012-13 budget process, and in recognition of the additional responsibilities of the positions.

While the adopted budget authorizes two Assistant Community Services Director positions, the Community Services Department has recommended that there be one Assistant Community Services Director position and one Community Services Superintendent position. The Assistant Community Services Director has direct management and oversight of the Library and Senior Services Divisions, while the Community Services Superintendent assists in the management of the Parks, Recreation, and Facilities Divisions.

There is no fiscal impact to the reclassification of Assistant Library Services Director to the Assistant Community Services Director as the proposed salary range will remain the same at \$8,704 – \$9,161 – \$9,642 – \$10,148 – \$10,681 per month. The proposed salary range for the Community Services Superintendent is \$7,719 - \$8,124 - \$8551 - \$9,000 - \$9,473 per month is the salary range currently used for the Cable Television Business Manager, Cable Television System Engineer, and Redevelopment and Housing Manager, Accounting Manager, and Financial Services Manager and within the salary range of similar positions in other local agencies.

FISCAL IMPACT:

While the implementation of the proposed reorganization results in a reduction of approximately \$68,900, this amount was offset by a reduction in the State Library Fund Transfer to the General Fund, resulting in a General Fund savings of \$8,000.

ALTERNATIVES:

1. Do not approve amendment of the Assistant Community Services Director or Community Services Superintendent job descriptions or salary range.
2. Direct changes to the Assistant Community Services Director or Community Services Superintendent job description or salary range.

RECOMMENDATION:

Adopt Resolution Amending the City Classification Plan by Adopting Position Descriptions for Assistant Community Services Director and Community Services Superintendent and Adopt Salary Ranges for Assistant Community Services Director and Community Services Superintendent

DISTRIBUTION:

1. Teamsters Union

ATTACHMENTS:

1. Resolution
2. Assistant Community Services Director job description
3. Community Services Superintendent job description

DATE PREPARED:

May 9, 2013

REVIEWED BY:

_____ CM

RESOLUTION NO. 2013 -

ADOPT RESOLUTION AMENDING THE CITY CLASSIFICATION PLAN BY ADOPTING POSITION DESCRIPTIONS FOR ASSISTANT COMMUNITY SERVICES DIRECTOR AND COMMUNITY SERVICES SUPERINTENDENT, AND ADOPT SALARY RANGES FOR ASSISTANT COMMUNITY SERVICES DIRECTOR AND COMMUNITY SERVICES SUPERINTENDENT

WHEREAS, that pursuant to Rule IV, Section I through 6 of the Personnel Rules and Regulations of the City of San Bruno, Resolution No. 1958-148, as amended, the Classification Plan of said Personnel Rules and Regulations is amended by immediately adopting the Assistant Community Services Director and Community Services Superintendent job descriptions.

WHEREAS, the Assistant Community Services Director and Community Services Superintendent positions were created as part of a reorganization of the Community Services Department that was approved by the City Council during the 2012-13 budget process.

NOW, THEREFORE, BE IT RESOLVED that the description of typical duties and responsibilities, training, experience and other qualifications required for said position, more particularly set forth in Exhibit A, attached, is made a part hereof, and are hereby approved and adopted.

BE IT FURTHER RESOLVED that the San Bruno City Council hereby approves following monthly salary for the positions of Assistant Community Services and Community Services Superintendent as shown below:

	(1)	(2)	(3)	(4)	(5)
Assistant Community Services Superintendent	\$8,704	\$9,161	\$9,642	\$10,148	\$10,681
	(1)	(2)	(3)	(4)	(5)
Community Services Superintendent	\$7,719	\$8,124	\$8,551	\$9,000	\$9,473

Dated: May 14, 2013

ATTEST:

Carol Bonner, City Clerk



Position Description

ASSISTANT COMMUNITY SERVICES DIRECTOR

GENERAL PURPOSE

Manages, directs, supervises, and coordinates the daily operations of one or more divisions of service within the Community Services Department; maintains functional relationships among other service units; provides training and professional development to staff; develops policies and procedures; ensures that Department services are responsive to community needs; provides highly complex technical and professional staff assistance to the Community Services Director; may serve as the staff liaison to the Culture and Arts Commission, Parks and Recreation Commission, and Senior Advisory Board; may serve as the department head in the absence of the Community Services Director.

SUPERVISION RECEIVED

Works under general supervision of the Community Services Director.

SUPERVISION EXERCISED

Provides direct or indirect supervision of Department staff, including professional and paraprofessional staff and volunteers. This is a Fair Labor Standards Act (FLSA) exempt position.

ESSENTIAL DUTIES AND RESPONSIBILITIES (Illustrative Only)

Plans, develops, and implements Department goals, objectives, policies, and procedures; manages, organizes and directs implementation of specific activities, projects, plans, and programs; monitors and directs work flow; reviews and evaluates work products, methods, and procedures.

Assists in the preparation and administration of the Department budget; assists in forecasting additional funds needed for staffing, furniture, equipment, materials, and supplies; administers the approved budget.

Responsible for daily Departmental operations; prepares and supervises work schedules and makes staff assignments to ensure adequate staffing levels at all times.

Participates in the selection, training, supervision, and evaluation of personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline procedures; recommends employee terminations.

Participates in the management of capital projects, including creation of project specifications, selection of contractors, types of materials and project scheduling.

Participates in the planning, oversight, and implementation of computer-based systems for all divisions of the Department. Examples of these include Library software, tree management software and recreation registration programs.

Provides professional and administrative support to the Community Services Director; compiles, analyzes, and prepares reports and related documentation.

Answers questions and provides information to the public. Investigates difficult or sensitive patron complaints, and recommends corrective action as needed.

Serves as San Bruno's representative to professional or affiliate organizations, such as the Peninsula Library System (PLS) and the California Parks and Recreation Society (CPRS).

Represents the City and Department in the community and at professional meetings and committees as necessary. May work with the San Bruno Friends of the Library, the San Bruno Library Foundation, the San Bruno Nutrition Site Council, local schools, youth sports organizations, and other community groups as appropriate.

Oversee the selection and purchase of equipment, supplies, food, general collection of books and other items necessary to the delivery of Departmental services.

Performs other duties as assigned.

PERIPHERAL DUTIES

Serves as a member of various employee committees; may represent the City and act as liaison with other agencies and represents the City in professional organizations as appropriate.

MINIMUM QUALIFICATIONS

Knowledge of:

Current techniques, principles, and practices of municipal service administration and organization; budget and financial procedures, techniques, and management; policy

development and implementation; training, personnel management, performance evaluation, and employee relations; public purchasing policies; proficiency in office productivity software including word processing, spreadsheet, and presentation software; interpersonal communication techniques for dealing with the public and staff; business correspondence and report writing.

Ability to:

Organize, direct, and implement Department programs and services to meet community needs; assist in the preparation and administration of the Department budget; coordinate, supervise, train, and evaluate personnel and volunteers; establish, maintain, and foster positive and effective working relationships with those contacted in the course of work; analyze, interpret, and explain department and division policies and procedures; remain calm when dealing with difficult situations and/or several people at the same time, handling situations with tact and firmness; exercise good and independent judgment, initiative, flexibility, and tact in response to changing situations and needs; plan, communicate, delegate, and monitor a variety of concurrent projects; communicate clearly and concisely, both orally and in writing; use personal computer for word processing and other library applications; represent the Community Services Director at various assigned functions; and operate listed tools and equipment.

Skill in:

Operating computer equipment; proficiency with a variety of computer platforms and software.

EDUCATION AND EXPERIENCE

Graduation from an American Library Association accredited college or university with a Master's degree in Library Science is required.

A minimum of five (5) years of progressively responsible experience in the implementation of recreation, library management, or human services activities/programs, including two (2) years of direct supervisory experience.

SPECIAL REQUIREMENTS

Possession of, or ability to obtain and maintain, a valid California driver's license.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet software, Internet search engines; phone, copy machine, fax machine, and vehicle.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, hear, use hands and fingers, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is regularly required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in an office environment. Employee may be required to visit other departments, vendors, and customers. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

Employees primarily work indoors in a common work area and at a public service desk. Work schedule may include evenings and weekends.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job-related tests may be required.

Duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Resolution Number:

Effective Date:

Revision History:



Position Description

COMMUNITY SERVICES SUPERINTENDENT

GENERAL PURPOSE

Manages, directs, supervises, and coordinates the daily operations of one or more divisions of service within the Community Services Department; maintains functional relationships among other service units; provides training and professional development to staff; develops policies and procedures; ensures that Department services are responsive to community needs; provides highly complex technical and professional staff assistance to the Community Services Director; may serve as the staff liaison to the Culture and Arts Commission, Parks and Recreation Commission, and Senior Advisory Board; may serve as the department head in the absence of the Community Services Director and the Assistant Community Services Director.

SUPERVISION RECEIVED

Works under general supervision of the Community Services Director.

SUPERVISION EXERCISED

Provides direct or indirect supervision of Department staff, including professional and paraprofessional staff and volunteers. This is a Fair Labor Standards Act (FLSA) exempt position.

ESSENTIAL DUTIES AND RESPONSIBILITIES (Illustrative Only)

Assists with planning, develops, and implements Department goals, objectives, policies, and procedures; manages, organizes and directs implementation of specific activities, projects, plans, and programs; monitors and directs work flow; reviews and evaluates work products, methods, and procedures.

Assists in the preparation and administration of the Department budget; assists in forecasting additional funds needed for staffing, furniture, equipment, materials, and supplies; administers the approved budget.

Responsible for daily Departmental operations; prepares and supervises work schedules and makes staff assignments to ensure adequate staffing levels at all times.

Participates in the selection, training, supervision, and evaluation of personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline procedures; recommends employee terminations.

Assists in the management of capital projects, including creation of project specifications, selection of contractors, types of materials and project scheduling.

Participates in the planning, oversight, and implementation of computer-based systems for all divisions of the Department. Examples of these include Library software, tree management software and recreation registration programs.

Provides professional and administrative support to the Community Services Director; compiles, analyzes, and prepares reports and related documentation.

Answers questions and provides information to the public. Investigates difficult or sensitive patron complaints, and recommends corrective action as needed.

Serves as San Bruno's representative to professional or affiliate organizations, such as the California Parks and Recreation Society (CPRS).

Represents the City and Department in the community and at professional meetings and committees as necessary. May work the Director with local schools, youth sports organizations, and other community groups as appropriate.

Oversee the selection and purchase of equipment, supplies, food, general collection of books and other items necessary to the delivery of Departmental services.

Performs other duties as assigned.

PERIPHERAL DUTIES

Serves as a member of various employee committees; may represent the City and act as liaison with other agencies and represents the City in professional organizations as appropriate.

MINIMUM QUALIFICATIONS

Knowledge of:

Current techniques, principles, and practices of municipal service administration and organization; budget and financial procedures, techniques, and management; policy development and implementation, training, personnel management, performance evaluation, and employee relations; public purchasing policies; proficiency in office

productivity software including word processing, spreadsheet, and presentation software; interpersonal communication techniques for dealing with the public and staff; business correspondence and report writing.

Ability to:

Organize, direct, and implement Department programs and services to meet community needs; assist in the preparation and administration of the Department budget; coordinate, supervise, train, and evaluate personnel and volunteers; establish, maintain, and foster positive and effective working relationships with those contacted in the course of work; analyze, interpret, and explain department and division policies and procedures; remain calm when dealing with difficult situations and/or several people at the same time, handling situations with tact and firmness; exercise good and independent judgment, initiative, flexibility, and tact in response to changing situations and needs; plan, communicate, delegate, and monitor a variety of concurrent projects; communicate clearly and concisely, both orally and in writing; use personal computer for word processing and other library applications; represent the Community Services Director at various assigned functions; and operate listed tools and equipment.

Skill in:

Operating computer equipment; proficiency with a variety of computer platforms and software.

EDUCATION AND EXPERIENCE

[k1]

Bachelor's degree from an accredited college or university with major course work in recreation, human services, public administration or a related field. Master's Degree preferred.

A minimum of four (4) years of progressively responsible experience in the implementation of recreation, or human services activities/programs, including two (2) years of direct supervisory experience.

SPECIAL REQUIREMENTS

Possession of, and ability to maintain, a valid California driver's license.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet software, Internet search engines; phone, copy machine, fax machine, and vehicle.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, hear, use hands and fingers, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is regularly required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in an office environment. Employee may be required to visit other departments, vendors, and customers. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

Employees primarily work indoors in a common work area and at a public service desk. Work schedule may include evenings and weekends.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job-related tests may be required.

Duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Resolution Number:

Effective Date:

Revision History:

Page: 3

[k1]Personnel Board always seems to remove this because it is not definitive.



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: May 14, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Marc L. Zafferano, City Attorney
Neil Telford, Police Chief

SUBJECT: Hold Public Hearing, Waive First Reading, and Introduce Ordinance Repealing Chapter 4.40 (Massage Establishments) and Enacting New Chapter 4.40 (Massage Establishments)

BACKGROUND:

In 2008, the State Legislature adopted Section 4600 of the California Business and Professions Code, which created a nonprofit public benefit corporation, the California Massage Therapy Council (CAMTC), to regulate and standardize the issuance of massage therapist and practitioner certificates throughout the state. The policy behind the state law was to enable consumers to identify legitimate and professional massage workers/businesses, and also to relieve massage professionals from the burden of paying for increasingly costly and duplicative city-issued licenses throughout the state.

In 2009, the City of San Bruno amended its massage establishment ordinance to conform to state law, implementing a two-tier regulatory system for massage practitioners, depending on whether the massage practitioners were, or were not, CAMTC-certified.

In 2011, the State Legislature amended the CAMTC statute, further constraining local regulation, and preempting some provisions of those ordinances, as detailed in the staff report for the April 23, 2013, City Council meeting.

The City's current massage ordinance should now be revised to comply with the more recent state law amendments, while also specifying in greater detail the power and authority retained by the City to ensure that these establishments are engaging in legitimate therapeutic massage, and not prohibited or criminal activities.

DISCUSSION

At the April 23, 2013 City Council meeting, a draft ordinance was presented for review and comment. The ordinance contained these key elements:

- Requires all massage practitioners to become state-certified and all massage establishments to employ only state-certified massage practitioners;
- Requires a background check for business owners that own 5% or more of a massage business and are not state-certified;
- Establishes an effective date of September 1, 2013, to provide time for businesses and workers to comply with the new regulations;
- Requires massage businesses and practitioners to register with the city to verify possession of valid and current state-certifications and require zoning clearance letter and business license;
- Sets renewal at every fiscal year;
- Exempts certain classes of persons and businesses as required by state law such as physicians, nurses, physical therapists, chiropractors, barbers, hospitals, and health clubs from requirement to obtain massage business Certificate of Registration;
- Establishes health and safety requirements such as clean linens, sanitized equipment, and no closed shades or curtains on front windows and doors during business hours, which are established from 7:00 a.m. to 9:00 p.m.;
- Provides a right to enter during business hours to conduct reasonable inspections to enforce compliance with building, health, and other related codes; and
- Sunsets on January 1, 2015, the current sunset date applicable to the state law.

Prior to the meeting, staff distributed the Staff Report and Draft Ordinance to all owners of massage establishments as well as all property owners who lease space to massage establishments. Staff received no written comments, and no business or property owners appeared at the April 23, 2013, meeting.

The Director of Governmental Affairs for the CAMTC, Beverly May, did attend the meeting, and expressed general support on behalf of the CAMTC for the ordinance. She offered several suggestions and comments, which staff has reviewed; those recommended by staff, as well as some other clean-up changes, are shown in the revised draft ordinance in ***bold italics*** (Attachment 1). The main changes are:

1. Section 4.40.050(A)(1)(c): added reference to massage practitioners in addition to sole proprietors for purpose of providing additional school and certificate information if requested;
2. Section 4.40.060(A)(4): increased time for allowable background check to 10 years instead of 5, at suggestion of CAMTC representative;
3. Section 4.40.160(D): reduced time for Registered Certificate holder to notify City of change of address from 30 days to 10 days, at suggestion of CAMTC representative;
4. Section 4.40.170(A) and 4.40.180(A): authorizes immediate suspension of a Certificate of Registration pending a hearing;
5. Section 4.40.180(A)(1-6): added similar language for revocation of individual Certificates of Registration as for Certificates issued to a business;
6. Section 4.40.190 (A) and (B): authorized City to inform establishment and property owner of suspended or revoked Certificate of Registration;
7. Section 4.40.220: added section authorizing City to reject application for new massage establishment if one was closed for violations at same location within prior year, at suggestion of CAMTC representative.

If the City Council introduces the ordinance, staff will return at the next meeting with the final version for adoption.

FISCAL IMPACT:

There are no direct costs associated with the Municipal Code amendments. However, there will be a significant expenditure of staff time in several City departments (Community Development, Police, Finance, and City Attorney) to implement the changes and to ensure that the massage establishments remain in compliance on an annual basis. As noted in the oral staff report at the last meeting, the new state law amendments constrain local measures to prevent or deter illegal activity, and result in reactive investigative methods to identify establishments and practitioners engaged in illegal activities. This will likely necessitate additional resources in the Police Department for criminal investigations, and additional expenditures from the City Attorney's outside counsel budget for civil enforcement. Additional staff time and attention in the Community Development (Zoning and Code Enforcement) and Finance departments may also be necessary to adequately monitor and enforce the ordinance requirements.

ALTERNATIVES:

1. Make additional changes to the proposed ordinance prior to introduction.

RECOMMENDATION:

Hold Public Hearing, Waive First Reading, and Introduce Ordinance Repealing Chapter 4.40 (Massage Establishments) and Enacting New Chapter 4.40 (Massage Establishments)

DISTRIBUTION:

The staff report and proposed ordinance was mailed to all massage establishment owners and all property owners who lease to massage establishments.

ATTACHMENTS:

1. Ordinance Repealing Chapter 4.40 (Massage Establishments) and Enacting New Chapter 4.40 (Massage Establishments)

DATE PREPARED:

May 6, 2013

REVIEWED BY:

_____ CM

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN BRUNO
REPEALING EXISTING CHAPTER 4.40 AND ENACTING NEW CHAPTER 4.40
(MESSAGE ESTABLISHMENTS) TO TITLE 4, LICENSES AND REGULATIONS,
OF THE SAN BRUNO MUNICIPAL CODE
RELATING TO REGULATING MASSAGE SERVICES**

Section 1. Findings. The City Council of the City of San Bruno hereby finds and declares as follows:

WHEREAS, the City of San Bruno currently regulates massage services pursuant to Chapter 4.40 of the San Bruno Municipal Code through a City permit process; and

WHEREAS, Division 2, Chapter 10.5 of the California Business & Professions Code ("B&P Code"), as amended, requires that cities allow massage services to be provided without the need for City massage permits as long as the massage therapists and practitioners have acquired a state certification, or that the massage business employs only state certified personnel to perform massage; and

WHEREAS, established pursuant to the B&P Code, the California Massage Therapy Council (CAMTC) has the goal of elevating the standing of massage practitioners and therapists in the community by enacting high standards for state certification thus distinguishing them from those businesses that serve as a front for prostitution and other illegal activities; and

WHEREAS, the City seeks to conform its massage regulations to the requirements of B&P Code Chapter 10.5, as amended, and rather than establish a dual process for massage services permitted by the City and massage services permitted through state certification, the City will require all such persons and businesses providing massage services in San Bruno to obtain state certification; and

WHEREAS, establishing one regulatory scheme for massage services will create a consistent and clear process for applicants and will enable consumers to identify legitimate massage workers, thus protecting the health, safety, and welfare of the City.

THE CITY COUNCIL OF THE CITY OF SAN BRUNO DOES ORDAIN AS FOLLOWS:

Section 2. Chapter 4.40 (Massage Establishments) of the San Bruno Municipal Code is hereby repealed.

Section 3. New Chapter 4.40, "Massage Establishments" is hereby added to read as follows:

CHAPTER 4.40

MESSAGE ESTABLISHMENTS

Article 1. General

- 4.40.010 Purpose and intent.
- 4.40.020 Definitions.
- 4.40.030 Authority.
- 4.40.040 State certification and city registration required.

Article 2. Massage Businesses

- 4.40.050 Certified massage business – Certificate of registration required.
- 4.40.060 Certified massage business – Registration issuance.
- 4.40.070 Registration fee.
- 4.40.080 Business license.
- 4.40.090 Exemptions from requirement for certificate of registration – business.
- 4.40.100 Health and safety requirements.
- 4.40.110 Inspection by city officials and notices of violation.
- 4.40.120 Display of signs and permits.
- 4.40.130 Transfer of massage business certificate of registration.
- 4.40.140 Notification of changes.

Article 3. Massage Practitioners

- 4.40.150 Massage practitioners – Certificates of registration required; non-transferable.

Article 4. Expiration, Revocation, Suspension, Appeals

- 4.40.160 Certificates of registration – Expiration and renewal.
- 4.40.170 Revocation or suspension of certificate of registration - Massage business.
- 4.40.180 Revocation or suspension of certificate of registration – Individuals.
- 4.40.190 Suspension or revocation hearing.
- 4.40.200 Appeal from denial, revocation, suspension.
- 4.40.210 Reapplication after denial.
- 4.40.220 *Re-opening of establishment at same location once closed*

Article 5. Miscellaneous

- 4.40.230 Public nuisance.
- 4.40.240 Violations, penalties.

Article 1. General

4.40.010 Purpose and intent.

It is the purpose and intent of the City Council that this chapter rely upon California Business & Professions Code Chapter 10.5 of Division 2, as it may be amended, to provide for the orderly and consistent regulation of massage services, to enable consumers to identify legitimate massage workers and businesses, and additionally to establish minimum health and safety standards, thus protecting the public interest, health, safety and welfare of the city.

4.40.020 Definitions.

For the purpose of this chapter, the following words and phrases shall mean or include:

A. "Applicant" shall mean an applicant for a Certificate of Registration – Individual or Business, and each of the following persons: the responsible managing officer/employee, a general partner, a limited partner, a shareholder, a sole proprietor, or any person who has a five (5) percent or greater ownership interest in a massage business whether as an individual, corporate entity, limited partner, shareholder or sole proprietor.

B. "Approved School of Massage" means any school or institution of learning that is recognized as an "approved school" pursuant to Business and Professions Code Division 2, Chapter 10.5, as it may be amended.

C. "California Massage Therapy Council" means the massage therapy organization formed pursuant to California Business and Professions Code Section 4600, and following, as amended, and referred to as CAMTC herein.

D. "Certificate of Registration – Individual" means a certificate issued by the police department upon submission of satisfactory evidence that a massage practitioner or therapist has a current and valid State Certification and has satisfied all other requirements pursuant to the provisions of this chapter.

E. "Certificate of Registration – Business" means a certificate issued by the police department upon submission of satisfactory evidence that a massage business or sole proprietorship employs or uses only certified massage therapists or practitioners possessing current and valid State Certifications and has satisfied all other requirements pursuant to the provisions of this Chapter.

F. "Certified Massage Business" means any business where the only persons employed or used by that business to provide massage services have current and valid State Certifications.

G. "Certified Massage Practitioner" means any person holding a current and valid State Certificate issued by the CAMTC pursuant to California Business and Professions Code Sections 4600, and following, as amended, whether as a massage practitioner or massage therapist, as defined therein.

H. "Certified Sole Proprietorship" means any massage business where the owner is the only person employed or used by that business to provide massage services and the owner has a current and valid State Certification.

I. "Massage" means any method of treating the external parts of the body for remedial, health, or hygienic purposes for any form of consideration (whether for the massage, as part of a membership, as part of other services or a product, or otherwise) by means of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, or stimulating the external parts of the body, with or without the aid of any mechanical or electrical apparatus or appliances; or with or without supplementary aids, such as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments, or other similar preparations commonly used in this practice; or by baths, including but not limited to Turkish, Russian, Swedish, Japanese, vapor, shower, electric tub, sponge, mineral, fomentation, or any other type of bath.

J. "Owner" or "Operator" means any and all owners of a massage business including any of the following persons: the managing responsible officer/employee, a general partner, a limited partner, a shareholder, a sole proprietor, or any person who has a five (5) percent or greater ownership interest in a massage business whether as an individual, corporate entity, limited partner, shareholder or sole proprietor.

K. "Registered Certificate Holder" means a person or business that has been issued a Certificate of Registration by the city's police department.

L. "State Certification" or "State Certificate" means a valid and current certification properly issued by CAMTC pursuant to California Business & Professions Code Section 4600, and following, as amended.

4.40.030 Authority.

The police chief or designated representative shall have the power and authority to promulgate rules, regulations, and requirements consistent with provisions of this chapter and other law in connection with the issuance of a Certificate of Registration. The police chief may designate an employee of his or her department to make decisions and investigations and take actions under this chapter.

4.40.040 State certification and city registration required.

A. On or after September 1, 2013, it shall be unlawful for any individual to practice massage for compensation within the city unless that individual is a Certified Massage Practitioner and further, it shall be unlawful for any business to provide massage services within the City unless all individuals employed by the massage business to perform massage, whether as an employee or independent contractor, are Certified Massage Practitioners.

B. On or after September 1, 2013, unless issued a current and valid Certificate of Registration issued pursuant to this chapter, it shall be unlawful for any person, association, partnership or corporation to engage in, conduct or carry on, or permit to be engaged in, conducted or carried on in or upon any premises within the city, the operation of a Certified Massage Business or the function of a Massage Practitioner.

Article 2. Massage Businesses

4.40.050 Certified massage business – Certificate of registration required.

A. A registration application shall be filed on forms provided by the police department, signed and submitted under penalty of perjury and shall contain all of the following information:

1. State Certification Verification:
 - a. If a Certified Sole Proprietorship, the applicant/owner shall produce a valid and current State Certification and a valid and current CAMTC issued identification card.
 - b. If a Certified Massage Business other than a Certified Sole Proprietorship, the applicant/owners shall produce:
 - (1) A valid and current State Certification; and
 - (2) A valid and current CAMTC issued identification card; and
 - (3) A statement that the Certified Massage Business shall employ only Certified Massage Practitioners along with copies of valid and current State Certificates for all Massage Practitioners employed or who will be employed by the Massage Business and copies of their current and valid CAMTC issued identification cards.
 - c. The police department may require the owner/applicant of a Certified Sole Proprietorship or a Certified Massage Business to produce a valid and current driver's license and/or identification card issued by a state or federal governmental agency or other

photographic identification bearing a bona fide seal by a foreign government; and further may require the Massage Practitioners whom the owner/applicant has identified as employees to personally appear and produce valid and current State Certificates, a valid and current driver's license and/or identification card issued by a state or federal governmental agency or other photographic identification bearing a bona fide seal by a foreign government. With respect to all massage schools attended by the owner/applicant **and all certified massage practitioners**, the police department may also require certified copies of transcripts, a true and correct copy of the diploma(s) issued, and current contact information (phone, mailing address, and email address of Registrar or equivalent person) of all school(s) that the Certified Massage Practitioners attended.

d. The following information shall be provided by any owner/applicant who is not state certified and owns five (5) percent or more of the business:

(1) Acceptable proof that the employee is at least eighteen years of age.
(2) Full, true name, and other names used, date of birth and valid and current driver's license and/or identification card issued by a state or federal governmental agency or other photographic identification bearing a bona fide seal by a foreign government.

(3) Two (2) photographs to be taken by the police department.
(4) Current address and previous two residences including dates at each address.

(5) Business, occupation, and employment history for five (5) years preceding the date of current or proposed employment, the inclusive dates of same; the name and address of any massage business or other like establishment owned or operated by any person subject to the background check including but not limited to history, if any, with any agency, board, city, county, territory, or state; and dates of issuance, denial, restriction, revocation, or suspension, and the reasons therefor of any individual or business permit; and

(6) Fingerprints, subject to a fee to cover actual costs, to submit to Department of Justice through LiveScan or equivalent, and may submit additional fee to cover the actual costs for subsequent arrest notice for renewal applications, to determine whether the applicant has any of the following:

i. All convictions for any crime involving conduct which requires registration under California Penal Code Section 290 (Sex Offender Registration Act);

ii. Convictions of violations of California Penal Code Sections 266i (pandering), 315 (keeping or residing in house of ill-fame), 316 (keeping disorderly house), 318 (prevailing upon person to visit place for gambling or prostitution), 647(b) (prostitution); 653.23 (supervision of prostitute);

iii. Convictions of any felony offense involving the sale of a controlled substance specified in Section 1104, 11055, 11056, 11057, or 11058 of the Health and Safety Code;

iv. Convictions of crimes designated in Government Code Section 51032 (massage – grounds for denial of license), or any crime involving dishonesty, fraud, deceit, violence or moral turpitude;

v. All injunctions for nuisances under Penal Code Section 11225-11235 (red light abatement law);

vi. Convictions in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the referenced offenses of this subdivision;

vii. Conspiracy or attempt to commit any such offense described in subsections i-vi of this subpart.

2. General Business Information – applicant/owner provide all of the following:

a. The full true name under which the business will be conducted.

- b. The present or proposed address where the business is to be conducted.
- c. A complete description of all services to be provided.
- d. The name and address of any massage business or other like business owned or operated by any person whose name is required to be given pursuant to this section.
- e. A description of any other business to be operated on the same premises, or on adjoining premises, owned or controlled by the applicant.
- f. The name, address and phone number of the owner and lessor of the real property, if any, upon or in which the business is to be conducted.
- g. A true and complete copy of any lease associated with the premises.

3. Corporate information – applicant/owner provide all of the following:

a. If the applicant is a corporation, in addition to providing certified copies of the Articles of Incorporation and Bylaws, the name of the corporation shall be set forth exactly as shown in its articles of incorporation or charter together with the state and date of incorporation and the names and residence addresses of each of its current officers and directors, and of each stockholder holding more than five (5) percent of the stock of that corporation, and its registered agent for receipt of process.

b. If the applicant is a partnership, the application shall set forth the names and residence address of each of the partners, including limited partners. If the applicant is a limited partnership, it shall furnish a copy of its certificate of limited partnership as filed with the county clerk. If one or more of the partners is a corporation, the provisions of this subsection pertaining to corporate applicants shall apply to the corporate partner.

c. The applicant, corporation or partnership shall designate one of its officers or general partners to act as its responsible managing officer/employee. Such person shall complete and sign all application forms required of an individual applicant under this chapter. The corporation's or partnership's responsible managing officer must, at all times, meet all of the requirements set by this chapter or the corporation or partnership Certificate of Registration shall be suspended until a responsible managing officer who meets such requirements is designated. If no such person is found within ninety (90) days, the corporation or partnership Certificate of Registration is deemed canceled and a new application for registration must be filed.

d. If an applicant owner, operator, corporation, or partner owns five percent (5%) or more of the massage business and is not state certified, the police department shall conduct a background check of that owner, operator, corporation, or partner, and which shall include the information requested in section 4.40.050A.1(d)(i)-(vii) inclusive and the name and address of any massage business or other like business owned or operated by any person who is subject to the background check requirement of this subdivision.

4. Authorization for the city of San Bruno, its agents and employees, to seek information and conduct an investigation into the truth of the statements set forth in the application and into the background of the applicant, where authorized by this chapter.

5. A certificate of compliance from the health officer for the city of San Bruno (as designated by the city manager) that certifies that the premises of the massage business will meet all applicable codes and regulations must be submitted prior to application approval.

6. Zoning consistency check in writing from city's community development department. A zoning consistency check does not confer or authorize any entitlement to a use permit or building permit or similar, which process, if applicable, is separate from the Certificate of Registration process.

7. A signed statement that the owner/applicant shall be responsible for the conduct of all employees or independent contractors working on the premises of the business and that failure to comply with California Business & Professions Code 4600, and following, with any

local, state, or federal law, or with the provisions of this chapter may result in the suspension or revocation of the city-issued Certificate of Registration.

8. Payment of a registration fee, if any, as per section 4.40.070.

B. Upon receipt of the application, the police department shall refer the application to other city departments that shall inspect the premises, if any, proposed to be used as a massage business and shall make a written recommendation to the police department concerning compliance with the respective requirements.

C. The chief of police or authorized representative shall have up to 60 days after the submission of all required information to complete his investigation.

4.40.060 Certified massage business--Registration issuance.

A. The police department shall issue a Certificate of Registration -- Business to any Certified Sole Proprietorship that demonstrates all of the following:

1. That the operation, as proposed by the applicant, if permitted, complies with all applicable laws, including, but not limited to, the city's building, zoning, business license, and health regulations.

2. The owner is the only person employed or used by that business to provide massage services.

3. The owner holds a valid and current State Certificate issued pursuant to Chapter 10.5 of the California Business & Professions Code and that the owner/applicant is the same person to whom the CAMTC issued a valid and current State Certificate and identification card.

4. That the applicant has not made a material misrepresentation in this application or with respect to any other document or information required by the city with respect to this application or for an application for a city massage permit under applicable law within the last **ten (10)** years.

B. The police department shall issue a Certificate of Registration -- Business to a Certified Massage Business that demonstrates all of the following:

1. That the operation, as proposed by the applicant, if permitted, complies with all applicable laws, including, but not limited to, the city's building, zoning, business license, and health regulations.

2. The owner holds a valid and current State Certificate issued pursuant to Chapter 10.5 of the California Business & Professions Code and that the owner/applicant is the same person to whom the CAMTC issued a valid and current state certificate and identification card.

3. The massage business employs or uses only State Certified Massage Practitioners whose certifications are valid and current and that owners of the State Certificates are the same persons to whom CAMTC issued valid and current identification cards.

4. That the applicant has not made a material misrepresentation in this application or with respect to any other document or information required by the city with respect to this application or for an application for a city massage permit under applicable law within the last five (5) years.

5. That the background check for any applicant/owner authorized by this chapter shows that such person has not been required to register under the provisions of Section 290 of the California Penal Code; within five (5) years preceding the application had a conviction in court of competent jurisdiction for any of the crimes identified in Section 4.40.050A.1(d)(6)(ii-vii) herein; has not had an individual or business permit or license with any agency, board, city, county, territory, or state, denied, revoked, restricted, or suspended within the last five (5) years; and has not been subject to an injunction for nuisance under Penal Code Section 11225-11235 within the last five (5) years.

4.40.070 Registration fee.

A registration fee, if any, shall be set by resolution of the City Council and shall be required only for background check for those applicants/owners of a Certified Massage Business who are not State Certified and own five percent (5%) or more of the Certified Massage Business. A registration fee shall not be charged to State Certified Practitioners or State Certified owners/applicants.

4.40.080 Business license.

All persons shall obtain a business license where required by the city's business license provisions. The issuance of a Certificate of Registration (individual or business) is a condition precedent to the granting of such a business license. Upon the issuance of a Certificate of Registration pursuant to this chapter, the applicant shall apply for and furnish the information necessary to obtain a business license as required by the provisions of this code. No business license shall be issued until the Certificate of Registration has been issued and the business license fee, as provided in this code, has been paid. The business license fee shall be commensurate with the business license fee charged to other professionals as established by this code.

4.40.090 Exemptions from requirement for certificate of registration – Business.

The provisions of this chapter shall not apply to the following classes of persons or businesses while engaged in the performance of their duties:

A. Physicians, surgeons, chiropractors, osteopaths, nurses or any physical therapists duly licensed to practice their respective professions in the State of California and working within the scope of their licenses and under the direction of said professional in conformance with state law.

B. Barbers, cosmetologists, estheticians, and manicurists who are duly licensed under the laws of the State of California while engaging in practices within the scope of their licenses, except that this provision shall apply solely to the massaging of the neck, face, hands and feet, and/or scalp of the customers, and this exception shall not apply to full body work or full body massage.

C. Hospitals, nursing homes, sanatoriums, or other any health facilities duly licensed by the State of California.

D. Accredited junior colleges and colleges or universities whose coaches and trainers are acting within the scope of their employment.

E. Trainers of amateur, semi-professional or professional athletes or athletic teams while engaging in their training responsibilities for and with athletes; and trainers working in conjunction with a specific athletic event such as an outdoor road or bike race.

F. Health clubs, health spa, gymnasium, or other similar facility designed or intended for general physical exercise or conditioning in which the furnishing of massage or bathing services or facilities is subordinate and incidental, except that the person performing massage services shall obtain a State Certification and city Certificate of Registration in conformance with this chapter.

4.40.100 Health and safety requirements.

All premises of Certified Massage Businesses shall be subject to periodic inspection by the city for compliance with health, safety, and building standards and all such establishments shall comply with the following requirements:

A. Health and safety requirements - facility:

1. One artificial white light of not less than forty (40) watts shall be provided in each room where massage is being administered.

2. The walls shall be clean and painted with an approved washable mold resistant paint in all rooms where water or steam baths are given.

3. Floors shall be free from any accumulation of dust, dirt, or refuse.

4. All equipment used in the massage operation shall be maintained in a clean and sanitary condition.

5. Dressing and locker facilities shall be provided for patrons. Security deposit facilities for the protection of the valuables of the patrons shall also be available.

6. One front door shall be provided for patron entry to the massage business, which shall open to an interior patron reception and waiting area immediately inside the front door. All patrons and any persons other than individuals employed or retained by the massage business shall be required to enter and exit through the front.

7. No massage business located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs or darkens the view into the premises.

B. Health requirements -- linens:

1. Towels, sheets, clothes and linens of all types, and items for personal use of operators and patrons shall be clean and freshly laundered and shall not be used for more than one person.

2. Reuse of such items is prohibited unless the same has first been laundered. Such items shall not be laundered or dried in any massage business unless such business is provided with approved laundry facilities for such laundering and drying.

3. Heavy white paper may be substituted for sheets provided that such paper is used once for every person and then discarded into a sanitary receptacle.

C. General health and safety regulations.

1. No person afflicted with an infection or parasitic infestation transmissible to a patron shall knowingly provide massage therapy to a patron, or remain on the premises of a Certified Massage Business while so infected or infested.

2. It shall be unlawful for any Certified Massage Practitioner or other person to massage the genital area of any patron or the breasts of any female patron or for any operator of a massage business to allow or permit such massage.

3. It shall be unlawful for any Certified Massage Practitioner or other person to be other than fully clothed in non-transparent clothing at all times that shall not expose their genitals, pubic area, buttocks, or chest or for any operator of a massage business to allow or permit prohibited dress.

4. If during the life of a Certificate of Registration, the applicant has any change in information concerning the original application, notification must be made to the Chief of Police, in writing, within ten (10) days of the change.

5. It shall be unlawful for any Certified Massage Business or Certified Massage Practitioner to provide a massage between 9:00 p.m. and 7:00 a.m. and the hours of operation shall be displayed in a conspicuous public place in the reception area and in any front window clearly visible from outside of the massage business. Patrons and visitors shall be permitted in the massage business only during hours of operation.

6. A list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises. The services shall be described in English and may also be described in such other languages as the business chooses. No massage business operator shall permit, and no person employed or retained by the Certified Massage Business shall offer to perform, any services or fees other than those posted.

7. It shall be unlawful for any Certified Massage Business or any Registered Certificate Holder, owner, operator, or responsible managing officer/employee to violate any of the mandatory requirements of this chapter applicable to massage business.

4.40.110 Inspection by city officials and notices of violation.

A. The investigating officials of the city, including the county health officer, shall have the right to enter the premises from time to time during regular business hours prior to the issuance of a permit and subsequently for the purpose of making reasonable inspections to enforce compliance with this chapter and with building, fire, electrical, plumbing, and/or health and safety regulations. In the event a Certificate of Registration has been issued, it may be revoked or suspended in the manner hereinafter set forth in this chapter.

B. Whenever city officials make an inspection of a massage business and finds that any provision of this chapter has been violated, he or she shall give notice of such violation by means of an inspection report or other written notice. In any such notification, the investigating person shall:

1. Set forth the specific violation or violations found, and shall notify the Registered Certificate Holder that failure to comply with any notice issued in accordance with the provisions of this chapter may result in the revocation or suspension of the Certificate of Registration.

2. The Registered Certificate Holder may be issued a warning that any future violation of this chapter may result in suspension or revocation of the Certificate of Registration, or the City officials may establish a specific and reasonable period of time for the correction of the violation or violations. No time to correct need be given for health and safety violations or violations of criminal law.

3. The Registered Certificate Holder and operator shall take immediate action to correct violations and city officials may re-inspect the business for compliance.

4.40.120 Display of signs and permits.

A recognizable and legible sign shall be posted at the main entrance of each massage business identifying the business as such business. The owner or operator of such massage business shall display the Certificate of Registration issued to the business and to each massage practitioner employed in the business in an accessible and conspicuous place on the premises.

4.40.130 Transfer of massage business certificate of registration.

A Certificate of Registration - Business shall not be transferable except with the written approval of the police department. A written application for such a transfer shall be made to the police department. The application for such transfer shall contain the same information as required herein for an initial application for a permit as set forth in Section 4.40.050. In the event of denial of such transfer, notification of and reasons for denial shall be set forth in writing and shall be sent to the applicant by means of registered or certified mail or delivered in person.

4.40.140 Notification of changes.

Every massage business owner or operator shall report in writing immediately to the police department any and all changes of address of ownership of the massage business, and any changes or transfers of massage practitioners employed in the business or practice.

ARTICLE 3. Massage Practitioners

4.40.150 Massage practitioners – Certificates of registration; non-transferable.

A. It shall be unlawful to practice massage for any form of consideration as a principal, employee, agent or otherwise within the City, unless:

1. A person has a current and valid Certificate of Registration issued pursuant to this chapter; or

2. A State Certified Practitioner is currently working for a State Certified Massage Business with a current and valid Certificate of Registration issued pursuant to this chapter.

This section expressly applies to all Massage Practitioners working as individuals unless specifically exempted pursuant to the provisions of this chapter.

B. Subject to the investigation authorized by Business and Professions Code 4612(b)(7), the police department shall issue a Certificate of Registration to any Certified Massage Practitioner who demonstrates the following:

1. A valid and current State Certification; and

2. A valid and current CAMTC issued identification card.

C. A Certificate of Registration - Individual shall not be transferable.

ARTICLE 4. Certificates Of Registration – Expiration, Denial, Revocation, Suspension, and Appeals

4.40.160 Certificate of registration expiration and renewal.

A. Certificates of Registration shall be valid as follows:

1. Massage Businesses – on a fiscal year basis, for one year from issuance or as extended pursuant to this chapter;

2. For Sole Proprietors – on a fiscal year basis, for one year from issuance or as extended pursuant to this chapter;

3. For Massage Practitioners – on a fiscal year basis, for one year from issuance or as extended pursuant to this chapter.

B. The city Certificate of Registration shall be renewed in accordance with the expiration schedule set forth in this section.

C. The Registered Certificate Holder – Business shall apply to the city to renew such registration within sixty (60) days prior to expiration and shall apply to the city to amend the Certificate of Registration within thirty (30) days after any change in the registration information including but not limited to a change in work address. The police department may extend the Certificate of Registration one time in a renewal period for up to ninety (90) days for Sole Proprietors who provide timely evidence of a renewal application to CAMTC.

D. The Registered Certificate Holder – Individual shall apply to the city to renew such registration within thirty (30) days prior to expiration of the Certificate of Registration and shall apply to the city to amend the Certificate of Registration within **ten (10)** days after any change in the registration information including but not limited to a change in the work address. The police department may extend the Certificate of Registration one time during a renewal period for up to ninety (90) for individuals who provide timely evidence of a renewal application to CAMTC.

E. If a renewal application and all required information for the renewal is not received by the police department as provided herein, the Certificate of Registration shall be deemed expired and no privilege to provide massage in San Bruno shall exist. Renewals shall be processed and investigated and the applicant is required to submit that information which has changed from the last application or renewal.

4.40.170 Revocation or suspension of certificate of registration -- Massage business.

A. Certificates of Registration issued to a Certified Massage Business or Certified Sole Proprietorship may be **immediately** suspended, or revoked by the police department upon any of the following grounds:

1. A Registered Certificate Holder is no longer in possession of a current and valid State Certification.
2. A non-certified owner, operator, corporation, or partner who owns five percent (5%) or more of the massage business has been convicted of a crime that would have caused denial of the Certificate of Registration.
3. A Registered Certificate Holder has made a material misrepresentation on the application for **the** Certificate of Registration or renewal.
4. The Registered Certificate Holder has engaged in conduct or operated the Certified Massage Business or as a Massage Practitioner in a manner which violates any of the provisions of this chapter, any conditions of the permit, or any of the laws which would have been grounds for denial of the permit, including but not limited to those offenses enumerated in section 4.40.050(A)(1)(d)(6) herein.
5. The Registered Certificate Holder employs or uses non-certified massage technicians to perform massage services.
6. Violations of this chapter, California Business & Professions Code section 4600, and following, and/or any of the laws which would have been grounds for denial of the permit including but not limited to those offenses enumerated in section 4.40.050(A)(1)(d)(6) have occurred on the business premises.
7. The Registered Certificate Holder has failed to comply with one or more of the health and safety requirements under this chapter.
8. The Registered Certificate Holder has engaged in fraud, misrepresentation, or false statements in obtaining or maintaining a Certificate of Registration.

The term of suspension shall be not more than sixty (60) days.

4.40.180 Revocation or suspension of certificate of registration -- Individuals.

A. The police chief may **immediately suspend, or** revoke Certificates of Registration issued to individuals upon the following grounds:

1. **A Registered** Certificate Holder is no longer in possession of a current and valid State Certification;
2. **A Registered Certificate Holder has made a material misrepresentation on the application for the Certificate of Registration or renewal;**
3. **A Registered Certificate Holder has engaged in conduct as a Massage Practitioner in a manner which violates any of the provisions of this chapter, any conditions of the permit, or any of the laws which would have been grounds for denial of the permit, including but not limited to those offenses enumerated in section 4.40.050(A)(1)(d)(6) herein;**
4. **Violations of this chapter, California Business & Professions Code section 4600, and following, and/or any of the laws which would have been grounds for denial of the permit including but not limited to those offenses enumerated in section 4.40.050(A)(1)(d)(6) have occurred on the business premises;**
5. **A Registered Certificate Holder has failed to comply with one or more of the health and safety requirements under this chapter;**
6. **A Registered** Certificate Holder has engaged in fraud, misrepresentation, or false statements in obtaining or maintaining a Certificate of Registration.

The term of suspension of any permit shall be not more than sixty (60) days.

4.40.190 Suspension or revocation hearing.

A. A hearing shall be scheduled upon not less than ten (10) calendar day's notice to the Registered Certificate Holder stating the grounds for ***the immediate suspension or*** proposed revocation. Notice shall be given by personal service or certified or registered mail to the address shown on the last application or renewal. If reasonable attempts to otherwise serve are not successful, service may be provided by first class mail.

B. Notice of the decision shall be given in the same manner as for the hearing.

C. If the permit is suspended or revoked, the permit shall be surrendered. ***The city may provide notice of such suspension or revocation to the owner of the massage establishment and/or the owner of the property, and advising them that the Registered Certificate Holder may not engage in massage on the premises during the period of suspension or after revocation.***

D. Service shall be deemed complete when personal service is made, when the certified letter is delivered, or when the decision is mailed by first class mail.

E. Unless otherwise specifically prohibited by law, the burden of proof is on the Registered Certificate Holder/applicant in any hearing or other matter under this chapter. Formal rules of evidence shall not apply to the hearing.

4.40.200 Appeal from denial, revocation, suspension.

The decision of the chief of police to deny, revoke or suspend a Certificate of Registration may be appealed by the Registered Certificate Holder to the city council in accordance with the appeals procedures set forth in Chapter 1.32 of the Municipal Code.

4.40.210 Reapplication after denial.

No reapplication for a Certificate of Registration will be accepted within one year after an application or renewal is denied or a Certificate of Registration is revoked, provided that, if a Certificate of Registration -- Business is denied for the sole reason that a massage practitioner does not possess the required training, reapplication may occur when the required training is completed.

4.40.220 Re-opening of establishment at same location once closed

No massage establishment shall be re-established at a location where a massage establishment was closed due to conduct that violated any of the provisions of this Chapter for one year.

ARTICLE 5. Miscellaneous

4.40.230 Public nuisance.

Any massage business operated, conducted, or maintained contrary to the provisions of this chapter shall be unlawful and a public nuisance, and the city attorney may in the exercise of discretion, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinder thereof, in a manner provided by law.

4.40.240 Violations, penalties.

A. Unless otherwise exempted by the provisions of this chapter, every person, whether acting as an individual, owner, employee of the owner, operator, or employee of the operators or whether acting as a mere helper for the owner, employee, or operator, or whether acting as a participant or worker in any way, who gives massages or conducts a massage business, or who, in connection with the business, gives or administers, or practices the giving or

administering of, massages or baths or any of the services defined in this chapter, without first obtaining State Certification and a City Certificate of Registration, or who shall violate any provision of this chapter, shall be guilty of a misdemeanor.

B. Any owner, licensee, manager, or Registered Certificate Holder in charge or in control of a massage business or Certified Massage Business or Certified Sole Proprietorship who knowingly employs a person who is not in possession of a valid, unrevoked Certificate of Registration, or who allows such persons to perform, operate, or practice within such a place of business, shall be guilty of a misdemeanor.

C. The city attorney may reduce the penalties above to an infraction. The penalties for such violations are as set forth in Chapter 1.28 of the Municipal Code.

Section 4. This ordinance is categorically exempt from the California Environmental Quality Act pursuant because it is not a project and there is no possibility that the ordinance may have a significant effect on the environment.

Section 5. If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion or sections of the Ordinance. The City Council of the City of San Bruno hereby declares that it should have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared unconstitutional.

Section 6. This Ordinance shall take effect and be in force 30 days after its adoption.

Section 7. This ordinance shall remain in effect only until January 1, 2015, or such other time as may be established thereafter by Cal. Business & Professions Code § 4620, and following.

Section 8. The City Clerk shall publish this Ordinance according to law.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

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I hereby certify that the foregoing Ordinance No. _____ was introduced on _____, 2013, and adopted at a regular meeting of the San Bruno City Council on _____, 2013, by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

City Clerk



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: May 14, 2013
TO: Honorable Mayor and Members of the City Council
FROM: Kim Juran, Finance Director
SUBJECT: Adopt Resolution Authorizing the City of San Bruno to Join the California State Association of Counties (CSAC) Excess Insurance Authority

BACKGROUND

The Human Resources Department and City Attorney's Office oversee the City's Workers Compensation program, which manages on-the-job injuries by City employees. The City self-insures for claims arising from work-related injuries to City employees, which covers medical disability, salary continuation, and legal costs for employee work-related injuries up to \$750,000. For any loss occurrence above the \$750,000 self-insurance limit, the City currently maintains a commercial excess workers compensation policy up to the statutory maximum.

DISCUSSION

The City currently has commercial excess workers compensation insurance through Arch Insurance Group. The current policy expires on June 30, 2013. As part of the renewal process, the City requested quotes from several different commercial insurance groups and evaluated other options to secure coverage, including participating in a risk pool. The City currently participates in a risk pool through the Association of Bay Area Governments (ABAG) for general liability and property insurance. The benefit of risk pools is that they are typically able to secure more competitive pricing for insurance coverage due to their significant membership volume and have the ability to smooth out market volatility, resulting in more consistent pricing from year-to-year.

In evaluating these options, City staff found that many other agencies are currently obtaining excess workers compensation insurance through CSAC Excess Insurance Authority (EIA). The CSAC EIA is a Joint Powers Authority (JPA) established in 1979 comprised of various California public agencies that pool their risk to secure cost effective insurance coverage. CSAC EIA's Excess Workers Compensation Program provides special coverage features that are not available in many commercial insurance programs, including coverage of volunteers and no terrorism exclusions. In addition, the City has the ability to lower its self-insured retention to as low as \$125,000 if it desired, whereas \$750,000 is the lowest level offered by the commercial market without significant increases in premium. CSAC EIA also provides subsidies to members to

10.2

perform claims audits and actuarial studies, a cost that is not covered through the City's current commercial insurance provider.

To participate in the CSAC EIA, the City would need to adopt the attached resolution authorizing the City to become a member of the JPA. The resolution authorizes the City Manager to execute the necessary documents authorizing the City's participation in the CSAC Excess Workers Compensation Program. Once the City joins the pool, it must remain in the pool for one year.

FISCAL IMPACT

The current year premium paid to Arch Insurance Company for the City's Excess Workers Compensation insurance is \$145,000. The City received several quotes from commercial insurance providers for the upcoming fiscal year that range from \$112,000 - \$141,000. The City's cost to participate in the CSAC Excess Workers Compensation Program is \$85,000 to maintain a \$750,000 SIR.

ALTERNATIVES

Do not adopt resolution authorizing the City of San Bruno to join CSAC Excess Insurance Authority and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution Authorizing the City of San Bruno to Join the California State Association of Counties (CSAC) Excess Insurance Authority

ATTACHMENTS

1. Resolution
2. Joint Powers Agreement Creating the CSAC Excess Insurance Authority

DATE PREPARED May 1, 2013

RESOLUTION NO. 2013- _____

**RESOLUTION AUTHORIZING THE CITY OF SAN BRUNO
TO JOIN THE CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC) EXCESS
INSURANCE AUTHORITY**

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the City of San Bruno desires to join together with the members of the CSAC Excess Insurance Authority (Authority) for the purpose of jointly funding and/or establishing excess and other insurance programs as determined; and

WHEREAS, the Authority has determined that it is necessary for each member of the Authority to delegate to a person[s] or position[s] authority to act on the member's behalf in matters relating to the member and the Authority;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of San Bruno does hereby approve becoming a member of the CSAC Excess Insurance Authority, authorizes execution of the CSAC Excess Insurance Authority Joint Powers Agreement, and except as to actions that must be approved by the City Council, the City Manager is hereby appointed to act in all matters relating to the member and the Authority.

PASSED AND ADOPTED by the City Council on May 14, 2013 by the following vote:

I hereby certify that foregoing Resolution No. 2013- _____ was introduced and adopted by the San Bruno City Council at a regular meeting on May 14, 2013 by the following vote:

AYES:

NOES:

ABSENT:

City Clerk



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006

**JOINT POWERS AGREEMENT
CREATING THE CSAC EXCESS INSURANCE AUTHORITY**

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California which are parties signatory to this Agreement. The CSAC Excess Insurance Authority was formed under the sponsorship of CSAC. All such counties, hereinafter called member counties, and public entities, hereinafter called member public entities, [collectively "members"] shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.

"Authority" shall mean the CSAC Excess Insurance Authority created by this Agreement.

"Board of Directors" or **"Board"** shall mean the governing body of the Authority.

"Claim" shall mean a claim made against a member arising out of an occurrence which is covered by an excess or primary insurance program of the Authority in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of the Authority.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program of the Authority under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board. The Board of Directors or the Executive Committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of the Authority in which the member is a participant.

"Member county" shall mean any county which, through the membership of its supervisors in CSAC, has executed this Agreement and become a member of the Authority. "Member county" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity which does not maintain a membership in CSAC, has executed this Agreement and become a member of the Authority, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by the Authority pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any member public entity which has entered into a program offered by the Authority pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member which is retained as a liability or potential liability of the member and is not subject to payment by the Authority.

"Reinsurance" shall mean insurance purchased by the Authority as part of an insurance program to cover that portion of any loss which exceeds the joint funding capacity of that program.

ARTICLE 2 PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 3 PARTIES TO AGREEMENT

(a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.

(b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

(c) A member for purposes of providing insurance coverage under any program of the Authority, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of the Authority.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

(d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.

(f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).

(g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 4 TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5 CREATION OF THE AUTHORITY

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as the CSAC Excess Insurance Authority, with such powers as are hereinafter set forth.

ARTICLE 6 POWERS OF THE AUTHORITY

The Authority shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

(a) To make and enter into contracts.

- (b) To incur debts, liabilities, and obligations.
 - (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
 - (d) To sue and be sued in its own name, and to settle any claim against it.
 - (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
 - (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
 - (g) To carry out all provisions of this Agreement.
- Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7 BOARD OF DIRECTORS

The Authority shall be governed by the Board of Directors, which shall be composed as follows:

- a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board.
- b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board.
- c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board shall constitute a quorum for the transaction of business. Each member of the Board shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of the Authority's insurance programs, shall require the affirmative vote of a majority of those Board members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board members as a whole shall have a minimum of one vote. The public entity Board members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board votes authorized herein be less than the number of public entity Board members at a duly noticed meeting, the public entity Board members shall decide among themselves which Board member shall vote. Should they be unable to decide, the President of the Authority shall determine which director(s) shall vote.

ARTICLE 8

POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board shall form an Executive Committee, as provided in Article 11. The Board may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board except adoption of the Authority's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

(d) The Board may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of the Authority. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board; provided that the Board may delegate its powers and duties only to a committee of the Board composed of a majority of Board members and/or alternate members. Any committee which is not composed of a majority of Board members and/or alternate members may function only in an advisory capacity.

(e) The Board shall elect the officers of the Authority and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated.

(g) The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of the Authority, including all provisions for reinsurance and administrative services necessary to carry out such program.

(h) The Board, directly or through the Executive Committee, shall provide for necessary services to the Authority and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board shall act upon each claim involving liability of the Authority, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board for approval.

(l) The Board may require that the Authority review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of the Authority. The Board may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 15 and 16 of this Agreement.

(n) The Board may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities which have contributed to such fund.

(o) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

ARTICLE 9

MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of the Authority shall provide for the keeping of minutes of regular and special meetings of the Board, and shall provide a copy of the minutes to each member of the Board at the next scheduled meeting.

(c) All meetings of the Board, the Executive Committee and such committees as established by the Board pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board which shall consist of eleven members: the President and Vice President of the Board, and nine members elected by the Board from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of the Authority.

The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of the Authority. Members of the committees shall be appointed by the Board, to serve two year terms, subject to reappointment by the Board. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board as directed by the Board.

**ARTICLE 13
STAFF**

(a) **Principal Staff.** The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

(1) **Chief Executive Officer.** The Chief Executive Officer shall administer the business and activities of the Authority, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of the Authority and shall perform such other duties as are assigned by the Board and Executive Committee.

(2) **Treasurer.** The duties of the Treasurer are set forth in Article 16 of this Agreement. Pursuant to Government Code Section 6505.5, the Treasurer shall be the county treasurer of a member county of the Authority, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Treasurer, who shall comply with the provisions of Government Code Section 6505.5 (a-d).

(3) **Auditor.** The Auditor shall draw warrants to pay demands against the Authority when approved by the Treasurer. Pursuant to Government Code Section 6505.5, the Auditor shall be the Auditor of the county from which the Treasurer is appointed by the Board under (2) above, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Auditor, who shall comply with the provisions of Government Code Section 6505.5 (a-d).

(b) **Charges for Treasurer and Auditor Services.** Pursuant to Government Code Section 6505, the charges to the Authority for the services of Treasurer and Auditor shall be determined by the board of supervisors of the member county from which such staff members are appointed.

(c) **Other Staff.** The Board, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of the Authority.

**ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS**

(a) **Program Coverage.** Insurance programs of the Authority may provide coverage, including excess insurance coverage for:

- (1) Workers' compensation;
- (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;
- (3) Comprehensive automobile liability;
- (4) Hospital malpractice liability;
- (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

(b) **Program and Authority Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting the Authority, hereinafter called Authority general expenses, shall be equitably allocated among the various programs by the Board, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board may, in its discretion, allocate a share of such Authority general expense to those members which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

(1) **Development Charge.** Development costs of an insurance program shall be funded by a development charge, as established by the Board of Directors. The development charge shall be paid by each participant in the program following the program's adoption by the Board. Development costs are those costs actually incurred by the Authority in developing a program for review and adoption by the Board of Directors, including but not limited to: research, feasibility studies, information and liaison work among participants, preparation and review of documents, and actuarial and risk management consulting services. The development charge may also include a share of Authority general expenses, as allocated to the program development function.

The development charge shall be billed by the Authority to all participants in the program upon establishment of the program and shall be payable in accordance with the Authority's invoice and payment policy.

Upon the conclusion of program development: any deficiency in development funds shall be billed to all participants which have paid the development charge, on a pro-rata or other equitable basis, as determined by the Board; any surplus in such funds shall be transferred into the Authority's general expense funds.

(2) **Annual Premium.** Except as provided in (3) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors upon the basis of a cost allocation plan and rating formula developed by the Authority with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board, program reinsurance costs, and program administrative costs for the year, plus that participant's share of Authority general expense allocated to the program by the Board.

(3) **Premium Surcharge**

(i) If the Authority experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses,

the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

(ii) If it is determined by the Board of Directors, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses which have been incurred but not reported, the Board of Directors may impose a surcharge on all participating members.

(iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, the Authority notifies the governing body of each participating member in writing of its recommendations regarding its intent to assess a premium surcharge and the amount recommended to be assessed each member. The Authority shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

(iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.

(c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, the Authority shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, program development costs, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

(d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.

As a condition of late entry, the member shall pay the development charge for the program, as adjusted at the conclusion of the development period, but not subject to further adjustment,

and also any costs incurred by the Authority in analyzing the member's loss data and determining its annual premium as of the time of entry.

(e) **Reentry Into A Program.** Any county or public entity that is a member of an insurance program of the Authority who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

ARTICLE 15 ACCOUNTS AND RECORDS

(a) **Annual Budget.** The Authority shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by the Authority.

(b) **Funds and Accounts.** The Auditor of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by the Authority. Books and records of the Authority in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

The Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **Auditor's Report.** The Auditor, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.

(d) **Annual Audit.** Pursuant to Government Code Section 6505, the Authority shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of the Authority, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of the Authority is located and shall be sent to any public agency or person in California that submits a written request to the Authority. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of the Authority.

ARTICLE 16 RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse the Authority's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.5, the Treasurer shall:

- (1) Receive and acknowledge receipt for all funds of the Authority and place them in the treasury of the Treasurer to the credit of the Authority.
 - (2) Be responsible upon his or her official bond for the safekeeping and disbursements of all Authority funds so held by him or her.
 - (3) Pay any sums due from the Authority, as approved for payment by the Board of Directors or by any body or person to whom the Board has delegated approval authority, making such payments from Authority funds upon warrants drawn by the Auditor.
 - (4) Verify and report in writing to the Authority and to members, as of the first day of each quarter of the fiscal year, the amount of money then held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.
- (c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of the Authority.
- (d) The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of the Authority, and all officers and staff who are authorized to have charge of, handle, and have access to property of the Authority.

ARTICLE 17

RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

- (a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.
- (b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and the Authority for all matters relating to risk management.
- (c) Each member shall maintain an active safety program, and shall consider and act upon all recommendations of the Authority concerning the reduction of unsafe practices.
- (d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of the Authority in which the member is a participant, and shall provide copies of such records to the Authority as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board or Executive Committee.
- (e) Each member shall pay development charges, premiums, and premium surcharges due to the Authority as required under Article 14. Penalties for late payment of such charges, premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to the Authority any additional premiums due, as determined and assessed by the Board of

Directors under Articles 22 or 23. Any costs incurred by the Authority associated with the collection of such premiums or other charges, shall be recoverable by the Authority.

(f) Each member shall provide the Authority such other information or assistance as may be necessary for the Authority to develop and implement insurance programs under this Agreement.

(g) Each member shall cooperate with and assist the Authority, and any insurer of the Authority, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.

(h) Each member county shall maintain membership in CSAC.

(i) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

**ARTICLE 18
ADMINISTRATION OF CLAIMS**

(a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.

(b) The Authority may develop standards for the administration of claims for each insurance program of the Authority so as to permit oversight of the administration of claims by the members.

(c) Each participating member shall give the Authority timely written notice of claims in accordance with the provisions of the Bylaws.

(d) A member shall not enter into any settlement involving liability of the Authority without the advance written consent of the Authority.

(e) The Authority, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding which, in the judgment of the Authority, may involve liability of the Authority.

**ARTICLE 19
NEW MEMBERS**

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

**ARTICLE 20
WITHDRAWAL**

(a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to the Authority if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.

(b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives the Authority at least sixty (60) days advance written notice of such action.

**ARTICLE 21
CANCELLATION**

(a) Notwithstanding the provisions of Article 20, the Board of Directors may:

(1) Cancel any member from this Agreement and membership in the Authority, on a majority vote of the Board members. Such action shall have the effect of canceling the member's participation in all insurance programs of the Authority as of the date that all membership is canceled.

(2) Cancel any member's participation in an insurance program of the Authority, without canceling the member's membership in the Authority or participation in other programs, on a vote of two-thirds of the Board members present and voting who represent participants in the program.

The Board shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

(b) A member that does not enter one or more of the insurance programs developed and implemented by the Authority within the member's first year as a member of the Authority shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in the Authority shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member which withdraws from all insurance programs of the Authority in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in the Authority shall be automatically canceled as of that time, without action of the Board of Directors.

(d) A member county that terminates its membership in CSAC shall be considered to have thereby withdrawn as a party to this Agreement, and its membership in the Authority and participation in any insurance program of the Authority shall be automatically canceled as of that time, without the action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a member's participation in an insurance program of the Authority is canceled under Article 21, with or without cancellation of membership in the Authority, and such cancellation is effective before the end of the policy year for that program, the Authority shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

(b) Except as provided in (a) above, a member which withdraws or is canceled from this Agreement and membership in the Authority, or from any program of the Authority, shall not be entitled to the return of any premium or other payment to the Authority, or of any property contributed to the Authority. However, in the event of termination of this Agreement, such member may share in the distribution of assets of the Authority to the extent provided in Article 23 provided; however, that any withdrawn or canceled member which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.

(c) Except as provided in (d) below, a member shall pay any premium charges which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium which the Board determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with the Authority's invoice and payment policy.

(d) Those members which who have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of the Authority during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the county's participation in any program.

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

(a) A three-fourths vote of the total voting membership of the Authority, consisting of member counties, acting through their boards of supervisors, and the voting Board members from the member public entities, is required to terminate this Agreement; provided, however, that this Agreement and the

Authority shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the Authority.

(b) Upon termination of this Agreement, all assets of the Authority in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any member which was a participant in an insurance program of the Authority shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS
AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board or committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of the Authority shall be used to defend, indemnify and hold harmless the Authority and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as is hereinabove set forth.

**ARTICLE 25
BYLAWS**

The Board may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Authority.

**ARTICLE 26
NOTICES**

The Authority shall address notices, billings and other communications to a member as directed by the member. Each member shall provide the Authority with the address to which communications are to be sent. Members shall address notices and other communications to the Authority to the Chief Executive Officer of the Authority, at the office address of the Authority as set forth in the Bylaws.

**ARTICLE 27
AMENDMENT**

A two-thirds vote of the total voting membership of the Authority, consisting of member counties, acting through their boards of supervisors, and the voting Board members from member public entities, is required to amend this Agreement.

**ARTICLE 28
PROHIBITION AGAINST ASSIGNMENT**

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of the Authority.

**ARTICLE 29
AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties.

ARTICLE 30
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board member's must take place no later than 30 days from the effective date specified by the Board.

ARTICLE 31
DISPUTE RESOLUTION

When a dispute arises between the Authority and a member, the following procedures are to be followed:

(a) Request for Reconsideration. The member will make a written request to the Authority for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider the Authority's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then of course the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and the Authority.

(e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32
FILING WITH SECRETARY OF STATE

The Chief Executive Officer of the Authority shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____

(Print Name of Member)

BY: _____

(Authorized signature of Member)

Seal:

APPENDIX A
JOINT POWERS AGREEMENT
CSAC EXCESS INSURANCE AUTHORITY

MEMBERS (AS OF FEBRUARY 01, 2010)

ALAMEDA COUNTY
AMADOR COUNTY
BUTTE COUNTY
CALAVERAS COUNTY
COLUSA COUNTY
CONTRA COSTA COUNTY
DEL NORTE COUNTY
EL DORADO COUNTY
FRESNO COUNTY
GLENN COUNTY
HUMBOLDT COUNTY
IMPERIAL COUNTY
INYO COUNTY
KERN COUNTY
KINGS COUNTY
LAKE COUNTY
LASSEN COUNTY
MADERA COUNTY
MARIN COUNTY
MARIPOSA COUNTY
MENDOCINO COUNTY
MERCED COUNTY
MODOC COUNTY
MONO COUNTY
MONTERERY COUNTY
NAPA COUNTY
NEVADA COUNTY
ORANGE COUNTY
PLACER COUNTY
PLUMAS COUNTY
RIVERSIDE COUNTY
SACRAMENTO COUNTY
SAN BENITO COUNTY
SAN DIEGO COUNTY
SAN JOAQUIN COUNTY
SAN LUIS OBISPO COUNTY
SANTA BARBARA COUNTY
SANTA CLARA COUNTY
SANTA CRUZ COUNTY
SHASTA COUNTY
SIERRA COUNTY
SISKIYOU COUNTY
SOLANO COUNTY
SONOMA COUNTY
STANISLAUS COUNTY
SUTTER COUNTY
TEHAMA COUNTY
TRINITY COUNTY
TULARA COUNTY
TUOLUMNE COUNTY
VENTURA COUNTY
YOLO COUNTY
YUBA COUNTY

ALAMEDA COUNTY MEDICAL CENTER
AMADOR REGIONAL TRANSIT SYSTEM
ANAHEIM UNION HIGH SCHOOL DISTRICT
ANTELOPE VALLEY HEALTHCARE DISTRICT
AUTHORITY FOR CALIF. CITIES EXCESS LIABILITY
BAY AREA HOUSING AUTHORITY RMA
BERKELEY UNIFIED SCHOOL DISTRICT
BIG INDEPENDENT CITIES EXCESS POOL
BURBANK REDEVELOPMENT AGENCY
CALAVERAS COUNTY SUPERIOR COURT
CALIF. ASSOC. FOR PARK & RECREATION INS.
CALIFORNIA FAIR SERVICES AUTHORITY
CAMPBELL UNION HIGH SCHOOL DISTRICT
CAMPBELL UNION SCHOOL DISTRICT
CAPITOL AREA DEVELOPMENT AUTHORITY
CASITAS MUNICIPAL WATER DISTRICT
CENTRAL SIERRA CHILD SUPPORT AGENCY
CITY OF ALAMEDA
CITY OF ATSCADERO
CITY OF BAKERSFIELD
CITY OF BELL
CITY OF BELMONT
CITY OF BURBANK
CITY OF BURLINGAME
CITY OF CALABASAS
CITY OF CARMEL BY THE SEA
CITY OF CHULA VISTA
CITY OF CLAREMONT
CITY OF CONCORD
CITY OF CORONA
CITY OF COVINA
CITY OF CUPERTINO
CITY OF DALY CITY
CITY OF DEL MAR
CITY OF DOWNEY
CITY OF EL CAJON
CITY OF EL CENTRO
CITY OF EL MONTE
CITY OF ELK GROVE
CITY OF ESCONDIDO
CITY OF FAIRFIELD
CITY OF FONTANA
CITY OF FREMONT
CITY OF FRESNO
CITY OF GARDEN GROVE
CITY OF GOLETA
CITY OF HAWTHORNE
CITY OF HEMET
CITY OF IMPERIAL BEACH
CITY OF IRVINE
CITY OF LAGUNA HILLS
CITY OF LANCASTER
CITY OF LEMON GROVE

CITY OF LOMPOC
CITY OF LONG BEACH
CITY OF MAYWOOD
CITY OF MERCED
CITY OF MILLBRAE
CITY OF MISSION VIEJO
CITY OF MONTEBELLO
CITY OF MORENO VALLEY
CITY OF NAPA
CITY OF NATIONAL CITY
CITY OF NEEDLES
CITY OF OAKLAND
CITY OF OCEANSIDE
CITY OF POMONA
CITY OF RANCHO CORDOVA
CITY OF REDDING
CITY OF REDWOOD CITY
CITY OF RIALTO
CITY OF RICHMOND
CITY OF RIDGECREST
CITY OF SACRAMENTO
CITY OF SAN BUENAVENTURA
CITY OF SAN CLEMENTE
CITY OF SAN DIEGO
CITY OF SANTA CLARA
CITY OF SANTA ROSA
CITY OF SIMI VALLEY
CITY OF SOLANO BEACH
CITY OF SOUTH SAN FRANCISCO
CITY OF STOCKTON
CITY OF SUNNYVALE
CITY OF TORRANCE
CITY OF VISALIA
CITY OF WALNUT CREEK
CITY OF WHITTIER
CITY OF YUBA CITY
COLUSA COUNTY SUPERIOR COURT
COMM. DEVELOPMENT COMM. OF LA COUNTY
CONTRA COSTA CO. IHSS PUBLIC AUTHORITY
CORONA NORCO UNIFIED SCHOOL DISTRICT
COUNCIL OF SAN BENITO CO. GOVERNMENTS
DEL NORTE COUNTY SUPERIOR COURT
DEL NORTE IHSS PUBLIC AUTHORITY
EAST BAY REGIONAL PARK DISTRICT
EAST SAN GABRIEL VALLEY ROP
EL DORADO COUNTY SUPERIOR COURT
ELK GROVE UNIFIED SCHOOL DISTRICT
EVERGREEN ELEMENTARY SCHOOL DISTRICT
EXCLUSIVE RISK MGMT. AUTHORITY OF CALIF.
FIRST 5 CONTRA COSTA CHLD & FAMILIES COMM
FIRST FIVE SACRAMENTO COMMISSION
GOLD COAST TRANSIT
GOLDEN EMPIRE TRANSIT DISTRICT
GOLDEN STATE RISK MANAGEMENT AUTHORITY
GSRMA JPA ADMINISTRATION
HOUSING AUTHORITY OF THE CO. OF RIVERSIDE
HUMBOLDT IHSS PUBLIC AUTHORITY
HUNTINGTON BEACH UNION HIGH SCHOOL DIST
IHSS PUBLIC AUTHORITY OF MARIN
IMPERIAL COUNTY IHSS PUBLIC AUTHORITY
IRVINE RANCH WATER DISTRICT
KERN HEALTH SYSTEMS
KERN IHSS PA
KINGS COUNTY AREA PUBLIC TRANSIT AGENCY
KINGS WASTE & RECYCLING AUTHORITY
LAKE COUNTY SUPERIOR COURT
LAKE ELSINORE UNIFIED SCHOOL DISTRICT
LASSEN COUNTY SUPERIOR COURT
LOCAL AGENCY WC EXCESS JPA
MADERA IHSS PUBLIC AUTHORITY
MARIN COUNTY TRANSIT DISTRICT
MERCED IHSS PUBLIC AUTHORITY
MILITARY DEPT OF THE STATE OF CALIFORNIA
MONTEREY SALINAS TRANSIT AUTHORITY
MORONGO BASIN TRANSIT AUTHORITY
MOUNTAIN COMMUNITIES HEALTHCARE DIST
MT. DIABLO UNIFIED SCHOOL DISTRICT
MUNICIPAL POOLING AUTHORITY
NORTHERN CALIF CITIES SELF INSURANCE FUND
NORTHERN CALIF SPECIAL DISTRICTS INS. AUTH
OMNITRANS
ORANGE COUNTY FIRE AUTHORITY
ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY SUPERIOR COURT
PASIS - SAN BERNARDINO
PASIS - SAN DIEGO
PUBLIC AGENCY RISK SHARING AUTH OF CALIF
PUBLIC ENTITY RISK MANAGEMENT AUTHORITY
REGIONAL COUNCIL OF RURAL COUNTIES
RIVERSIDE IHSS PUBLIC AUTHORITY
RIVERSIDE TRANSIT AGENCY
SACRAMENTO AREA FLOOD CONTROL AGENCY
SACRAMENTO COUNTY CONTRACTS
SACRAMENTO COUNTY IHSS PUBLIC AUTHORITY
SACRAMENTO METROPOLITAN CABLE
TELEVISION COMMISSION
SAN BENITO COUNTY SUPERIOR COURT
SAN BENITO IHSS PUBLIC AUTHORITY
SAN BERNARDINO CO. SPECIFIED DEPTS
SAN BERNARDINO IHSS PUBLIC AUTHORITY
SAN DIEGO COUNTY IHSS PUBLIC AUTHORITY
SAN DIEGO HOUSING COMMISSION
SAN DIEGO METRO TRANSIT SYSTEM
SAN DIEGO UNIFIED SCHOOL DISTRICT
SAN JOAQUIN IHSS PUBLIC AUTHORITY
SAN JOSE UNIFIED SCHOOL DISTRICT
SAN LUIS OBISPO COUNTY SUPERIOR COURT
SAN LUIS OBISPO REGIONAL TRANSIT AUTH.
SAN MATEO CO. SCHOOLS INSURANCE GROUP
SANTA BARBARA METRO TRANSIT DISTRICT
SANTA CLARA CO. VECTOR CONTROL DISTRICT
SANTA CRUZ CO. FIRE AGENCIES INS. GROUP
SANTA CRUZ COUNTY SUPERIOR COURT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SCHOOLS INS. RISK MANAGEMENT AUTHORITY
SHASTA IHSS PUBLIC AUTHORITY
SONOMA COUNTY AS RESPECTS THE FAIR
SONOMA CO. EMPLOYEES' RETIREMENT ASSOC.
SOUTH COUNTY AREA TRANSIT
SOUTHERN CALIF SCHOOLS RISK MANAGEMENT
SPECIAL DISTRICT RISK MANAGEMENT AUTH.
STANISLAUS COUNTY SUPERIOR COURT
SUTTER BUTTE FLOOD CONTROL AGENCY JPA
SUTTER IHSS PUBLIC AUTHORITY
SPORTS & OPEN SPACE AUTH OF SANTA CLARA
TORRANCE UNIFIED SCHOOL DISTRICT
TOWN OF COLMA
TRANSPORTATION CORRIDOR AGENCIES
TRINDEL INSURANCE FUND
TULARE IHSS PUBLIC AUTHORITY
TUOLUMNE COUNTY SUPERIOR COURT
TURLOCK IRRIGATION DISTRICT
UC HASTINGS COLLEGE OF LAW
VAN HORN REGIONAL TREATMENT FACILITY
WEST SAN GABRIEL LIABILITY & PROPERTY JPA
WEST SAN GABRIEL WC JPA
YOLO PUBLIC AGENCY RISK MGMT INS AUTH



City Council Agenda Item
Staff Report

CITY OF SAN BRUNO

DATE: May 14, 2013

TO: Honorable Mayor and City Council Members

FROM: Klara A. Fabry, Public Services Director

SUBJECT: Adopt Resolution Authorizing the City Manager to Execute a Contract with J.J.R. Construction, Inc., for the Sidewalk Repair Program in the Amount of \$399,187 and Approving the Construction Contract Budget in the Amount of \$459,065

BACKGROUND:

A continuous pedestrian sidewalk system that provides safety, promotes pedestrian access for transportation and recreational use, and provides adequate accessibility throughout the City is a paramount objective of the City Council. In 2007, the City embarked on a six-year program to address all the known damaged sidewalk locations. Each year of the program, staff identifies necessary concrete work, bundles them together, and awards a contract to a qualified low-bid construction contractor.

As an incentive to increase pedestrian safety and accessibility, each year the City also provides the opportunity for property owners to use the City's sidewalk repair contractor. With this opportunity, property owners are able to repair or replace damaged sidewalks that are their responsibility at contract unit prices. Participating property owners realize significant benefits by:

- Paying lower prices associated with a larger scale of project
- Waived encroachments permit fees
- Contract management by the City
- Construction inspection by the City

Since implementation of the program, the City has repaired over 1,045 sidewalk locations, 107 of which were private-responsibility, and installed 100 accessible curb ramps. City's net cost to address City's responsible sidewalk deficiencies for the last 5 years is approximately \$750,000. This amount includes program management, coordination with the property owners, construction cost, inspection, and construction management.

DISCUSSION:

This year is the last year of the current Sidewalk Repair Program as approved by the City Council. The proposed contract will repair the remaining 397 known damaged sidewalk locations that have greater than 3/4" of displacements and provide for tree removals where necessary to prevent further sidewalk damage.

10.6.

Detail breakdown of the remaining known locations with deficiency are as follows:

<u>Deficiency</u>	<u>Numbers of Locations</u>
Offset greater than 1 ½"	9
Offset between 1 ¼" and 1 ½"	41
Offset between 1" and 1 ¼"	159
Offset between ¾" and 1"	188

The proposed contract also includes installation of accessible curb ramps, which minimizes the duplicate effort to prepare bid packages and award separate construction contracts for concrete related work. The proposed curb ramp improvements are near the northeast City limits (the Bayshore Circle neighborhood). This area is identified by the Bicycle and Pedestrian Advisory Committee and is consistent with City's adopted Transit Corridor Plan.

In compliance with the State Contract Code, the City's local purchasing regulations and program funding requirements, a Notice to Bidders for this year's contract was sent to fifty one general and concrete contractors listed in the City's contractor directory. The Notice to Bidders was also placed on the City's website and advertised twice in the *San Mateo County Times* newspaper on April 1 and April 8, 2013. Two bids were received and opened on April 16, 2013. Based on staff's conversation with the contractors, they have seen an increase in bidding opportunities for this construction season. Many of them are either fully booked for this summer season or were already in the bidding process for other projects.

The bid results for the sidewalk repair contract is as follows.

<u>No.</u>	<u>Contractor</u>	<u>Bid Amount</u>
1	JJR Construction, Inc.	\$ 399,187
2	SpenCon Construction, Inc.	\$ 543,545
	Engineer's Estimate	\$ 371,724

The engineer's estimate is the City's best estimate of probable construction cost based upon recent construction bids for similar work items in the area. The low bid proposal received is within ten percent of the engineer's estimate (7% above).

The lowest bidder, J.J.R. Construction, has satisfactorily completed numerous similar sidewalk projects for the City and other public agencies in the Bay Area. J.J.R. Construction meets the contractor qualifications and requirements as specified in the contract documents, and their bid proposal is responsive and responsible.

Staff recommends a construction budget that includes a 15% contract contingency to address potential unforeseen conditions during construction and 20% for construction inspection and management. If the City Council awards this one-year contract, construction will start as early as summer.

Upon completion of the current six-year Sidewalk Repair Program, staff will return to the City Council to initiate a new program to continue the ongoing sidewalk maintenance needs throughout the City.

FISCAL IMPACT:

The FY 2012-13 CIP appropriation for the Sidewalk Repair project as shown in Attachment 3 is \$565,000. This amount includes homeowner participation, Gas Tax, and Measure A funds. There is sufficient project budget to fund the proposed construction contract cost of \$459,065, which includes the construction contract and the construction contingency.

ALTERNATIVES:

1. Do not award the contract and provide alternate direction to staff regarding completion of the Sidewalk Repair Program.

RECOMMENDATION:

Adopt resolution authorizing the City Manager to execute a contract with J.J.R. Construction, Inc., for the Sidewalk Repair Program in the amount of \$399,187 and approving the construction contract budget in the amount of \$459,065.

DISTRIBUTION:

1. J.J.R. Construction, Inc.

ATTACHMENTS:

1. Resolution
2. Sidewalk Neighborhood Zone Map
3. CIP Budget – Sidewalk Repair Project

DATE PREPARED:

April 23, 2013

REVIEWED BY:

_____ CM

RESOLUTION NO. 2013 - ____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH J.J.R. CONSTRUCTION, INC., FOR THE SIDEWALK REPAIR PROGRAM IN THE AMOUNT OF \$399,187 AND APPROVING THE CONSTRUCTION CONTRACT BUDGET IN THE AMOUNT OF \$459,065

WHEREAS, the City of San Bruno's Capital Improvement Program (CIP) includes the Sidewalk Repair Project to repair and replace concrete curbs, gutters, driveways, and sidewalks, and to install accessible curb ramps; and

WHEREAS, the completion of the Sidewalk Repair Contract will improve pedestrian safety and promote pedestrian access; and

WHEREAS, the City advertised this project for bid in compliance with State Contract Code and local purchasing regulations, and received two sealed bids; and

WHEREAS, J.J.R. Construction, Inc. submitted the lowest responsive and responsible bid in the amount of \$399,187; and

WHEREAS, J.J.R. Construction, Inc. has satisfactorily completed similar concrete sidewalk and accessible ramp improvement projects, and has a valid contractor's license required to perform the scope of work of this project; and

WHEREAS, a total construction contract budget of \$459,065, including a construction contingency of \$59,878 is necessary to address potential unforeseen field conditions that may impact the construction; and

WHEREAS, there are sufficient funds appropriated for the Sidewalk Repair Project.

NOW, THEREFORE, BE IT RESOLVED that the San Bruno City Council authorizes the City Manager to execute a contract with J.J.R. Construction, Inc. for the Sidewalk Repair Program in the amount of \$399,187 and approving a construction contract budget of \$459,065.

Dated: May 14, 2013

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 14h day of May 2013
by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

Sidewalk Repair Project

PROJECT INFORMATION

Origination Year: 2004-05

Project Number: 83908

Projected Completion Date: Ongoing Program

Life Expectancy: 25-30 Years

Total Project Cost: \$ 1,986,404

Project Description:

This project repairs sidewalk caused by deterioration from environmental wear and tear, vehicles, and street trees. Of the more than 3,000 locations with sidewalk separations greater than 3/4-inch identified in a 2004 survey, over 1,000 have been repaired. This work effort is guided by the following six-year sidewalk repair program approved by the City Council in 2007:

1. Repair sidewalk with offsets greater or equal to 3/4", cracks greater than or equal to 3/4", and bumps or dips over 4" horizontal in 4" vertical;
2. Repair the most severe City responsible damaged locations with an offset of 1.5" or greater;
3. Implement a voluntary property owner participation program to encourage property owners to repair private responsible damaged locations;
4. Repair all damaged locations adjacent to City owned property;
5. Implement a comprehensive area-by-area repair of the reminding sidewalk damage where offset is greater or equal to 3/4" which would include City repair of City responsibility along with notice to private property owners regarding their repair responsibilities and possible cooperating for City to assist in administering private repair work; and
6. Evaluate the program annually and modify as necessary.

In 2008, the City Council modified the sidewalk repair program as follows:

1. Continue to repair the most severe City responsible damaged locations with offset of 1.5" or greater;
2. Repair City responsible damaged locations in the Pedestrian Emphasis Zone (PEZ) and fund 25% of repair cost for private responsible locations in the PEZ; and
3. Repair City responsible damage locations in neighborhood areas - divided into eight separate zones - in the order of Zone 4, Zone 2, Zone 6, Zone 3, Zone 5, Zone 1, Zone 8, and Zone 7.

To complete the six-year program on schedule, staff proposes repairing all of the remaining City-responsible sidewalk repair locations that were previously identified in fiscal year 2012-13. Future work to address new sidewalk offsets is funded at an annual level of \$50,000 per year for City-responsible locations, and an estimated \$25,000 allocated for voluntary homeowner participation.

2011-12 Status:

Over the last two years, approximately 120 locations of City-responsible locations with offsets greater than 1.5" and continued the voluntary homeowner participation program.

2012-13 Work Plan:

Prepare specifications for the next construction contract, which will complete all remaining City responsible sidewalk repairs, approximately 570, in the order of neighborhood zones approved by the City Council, and continue the voluntary homeowner component.

Project Appropriations:
Current Year Appropriations:

Funding Source	Prior Appropriation	Prior Expense	Carryover Appropriation	2012-13 Funding Request	2012-13 Total Funds Available
ABAG Grant	10,000	(10,000)	0	0	0
CIWMB Grant	25,030	(25,030)	0	0	0
Gas Tax	314,813	(314,813)	0	257,500	257,500
Homeowner Participation	145,024	(145,024)	0	50,000	50,000
Measure A	293,937	(293,937)	0	257,500	257,500
Lifeline Grant (Prop 1B)	207,600	(51,456)	156,144	0	156,144
Streets Capital	100,000	(100,000)	0	0	0
Stormwater	25,000	0	25,000	0	25,000
Total	1,121,404	(940,260)	181,144	565,000	746,144

Five-Year Work Program Appropriations:

Funding Source	2012-13	2013-14	2014-15	2015-16	2016-17	Total Future Request
Gas Tax	257,500	25,000	25,000	25,000	25,000	357,500
Homeowner Participation	50,000	25,000	25,000	25,000	25,000	150,000
Measure A	257,500	25,000	25,000	25,000	25,000	357,500
Total	565,000	75,000	75,000	75,000	75,000	865,000



City Council Agenda Item Staff Report

CITY OF SAN BRUNO

DATE: May 14, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Kim Juran, Finance Director

SUBJECT: Adopt Resolution Approving Property Owner Notice and Protest Process for 2013-14 Garbage Rate Increase Proposed by Recology San Bruno

BACKGROUND

The existing franchise agreement with Recology San Bruno became effective on July 1, 1998. In accordance with the agreement, Recology is entitled to rate adjustments based on a detailed rate analysis every three years and interim rate year adjustments for other years. On November 28, 2006, the City Council approved Recology San Bruno's request to exercise two of three five-year options and extended the term of the existing Franchise Agreement for ten years through 2019. The franchise extension allowed Recology San Bruno to amortize the additional investment necessary to implement the single stream recycling service.

On March 1, 2013, the City received a detailed rate adjustment proposal from Recology San Bruno requesting a 2.17% rate adjustment effective July 1, 2013. In addition to the base rate adjustment, Recology San Bruno also provided a supplemental proposal to initiate an Organics program in San Bruno with an additional rate adjustment of 8.96%, to be effective January 1, 2014. While the franchise agreement states that the deadline to submit the rate adjustment proposal is March 1, this date did not anticipate the Proposition 218 property owner notice process, which would require the City Council to approve the noticing of the rate adjustment in mid-to-late March to meet the requirements of a July 1 rate implementation date. In previous years, Recology has been able to provide the City with the rate adjustment proposal well before the March 1 deadline to accommodate this process; however, due to the complexity of the detailed year rate analysis and supplemental Organics proposal, the City did not receive the proposal until the March 1 deadline this year.

City staff met with the City Council Garbage subcommittee (Ruane and Salazar) on March 12, 2013 to provide an overview of the rate adjustment proposals and the timeline associated with the rate review process. Various options were discussed and in the end the subcommittee provided direction to delay the implementation of the base

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rate adjustment until September 1, 2013 to allow sufficient time to review the entire rate proposal. This two-month delay results in a slightly higher rate adjustment of 2.61% since it will be collected over ten months rather than twelve. However, this delay provides adequate time to review not only the base rate proposal but also the organics proposal and provide the option to notice the base rate adjustment and organics rate adjustment at the same time.

During this meeting, staff also discussed engaging the firm of H, F, & H Consulting (formerly Hilton Farnkopf) to conduct a review of the rate proposal along with the supplemental organics program, which the subcommittee was supportive of. H, F, & H Consulting is a firm that specializes in the area of recycling and solid waste and has contracted with the City in the past to review the proposals for new services, such as the single stream recycling program. Their expertise allows for a more rigorous review of not only the rate itself, but the mechanics of the organics program as it proposed by Recology. H, F, & H Consulting worked extensively to review the two rate proposals and confirmed that both proposals accurately reflected Recology's costs to provide the services.

DISCUSSION

In accordance with the Franchise Agreement, Recology San Bruno has requested a detailed rate year adjustment of 2.17%, adjusted to 2.61% over a ten-month collection period. In addition, the subcommittee has recommended that the supplemental Organics proposal be presented for City Council consideration for inclusion in the Prop 218 notice. The recommended approach is to amortize the 8.96% rate adjustment over the course of twelve months as expenses for the new program are incurred, resulting in a 4.48% adjustment on January 1, 2014, a 2.24% adjustment on July 1, 2014, and a final 2.24% adjustment on January 1, 2015. Based on the two proposed rate adjustments, a 32-gallon residential toter will increase by \$.64, from \$24.34 to \$24.98 on September 1, 2013, and will increase by an additional \$1.12 to \$26.09 on January 1, 2014 when the Organics program would begin. Since Recology will be eligible for an interim year rate adjustment beginning July 1, 2014, exact rates for the July 2014 and January 2015 Organics adjustments will not be known until that rate adjustment is determined. Examples of the proposed rate change during the next year for other services include:

	Existing Rate	Rate 9/1/13	Rate 1/1/14
Residential			
32-gallon toter	\$24.34	\$24.98	\$26.09
64-gallon toter	\$48.68	\$49.95	\$52.19
96-gallon toter	\$73.02	\$74.93	\$78.28

Commercial

64-gallon toter, 1 per wk	\$61.88	\$63.50	\$66.34
1-yard container, 1 per wk	\$129.85	\$133.24	\$139.21

Solid waste collection and disposal rates vary among San Mateo County cities based on several factors. Costs for service can depend upon the frequency of recycling collection, organics composting, ratio of residential and commercial customers, and unique operational constraints in some jurisdictions. The following is a listing of current monthly rates in eleven nearby locales for a residential 32-gallon toter:

Atherton	\$55.00	Pacifica	\$36.63
Belmont	32.02	San Bruno	24.98
Burlingame	23.85	San Carlos	31.18
Daly City	25.58	San Mateo	20.85
Hillsborough	27.50	South SF	26.62
Millbrae	28.73		

In addition to the increase, a new set of rates would need to be established for commercial/multi-family properties interested in participating in the Organics Program. Commercial/multi-family customers pay rates based on the size of container and the number of pickups per week. With the implementation of an Organics Program, these customers would be able to separate their garbage from organic material, which would potentially allow them to downsize to a smaller garbage container and/or less frequent service. The recommended rate structure for a commercial/multi-family Organics Program is to charge a rate that is equal to 75% of the same size garbage container. The proposed rate schedule for the Organics Program for commercial/multi-family customers is included in Attachment 1 to this report. In this proposed rate structure, a commercial/multi-family property with a two-yard container with one pickup per week would pay \$278.30 per month (effective 1/1/14); this same customer can potentially downsize to a one-yard container for garbage at a rate of \$139.21 and a one-yard container for organics at a cost of \$104.41, for a total monthly cost of \$243.61.

The notice and protest procedures consistent with Proposition 218 are fairly straightforward and generally provides for notice to be provided to property owners 45 days in advance of a public hearing following which the City Council can act to approve the rate increases. Only if written protests are received from a majority of property owners would the proposed rate increase be disallowed. The following schedule outlines a proposed approach to the City's implementation of the proposed process for the consideration of the proposed rate adjustment.

- May 14: City Council directs staff to include 45-day notice to property owners
- March 24: Notices mailed / start 45-day period
- July 9: City Council holds public hearing, considers any protests, takes action to introduce new rate ordinances for first reading, end of 45-day protest period
- July 23: City Council conducts second reading and takes action to adopt new rates by ordinance
- September 1: New 2013-14 rate increases become effective

January 1, 2014:	Organics program begins; 4.48% increase becomes effective
July 1, 2014	Recology entitled to interim year rate adjustment along with 2.24% rate increase for Organics program
January 1, 2015	Third and final rate adjustment for Organics program of 2.24%

The action proposed for consideration at this time is review of the proposed rates and the property owner notice and protest process. No action on the proposed rate increase itself will occur until July when a public hearing on the proposed rates will be scheduled.

FISCAL IMPACT

The amount and explanation of the proposed rate adjustment is detailed in the Discussion section of this report. The proposed rate increase does not have a direct effect on City operations.

ALTERNATIVES

1. Recology San Bruno is entitled to a detailed rate year adjustment in 2013-14. The City Council may direct that the proposed adjustment be amended using other factors in its determination.
2. Notice only the detailed rate adjustment at this time and not the supplemental Organics.
3. Do not proceed with the process to adopt new rates at this time.

RECOMMENDATION

Adopt Resolution Approving Property Owner Notice and Protest Process for 2013-14 Garbage Rate Increase Proposed by Recology San Bruno.

ATTACHMENTS

1. Resolution
2. Proposed Rate Structure

DATE PREPARED

May 7, 2013

REVIEWED BY

_____ CM

RESOLUTION NO. 2013_____

**RESOLUTION APPROVING PROPERTY OWNER NOTICE AND PROTEST
PROCESS FOR 2013-14 GARBAGE RATE INCREASE PROPOSED
BY RECOLOGY SAN BRUNO**

WHEREAS, the existing Franchise Agreement for Integrated Waste Management Services with Recology San Bruno became effective on July 1, 1998, and

WHEREAS, Recology San Bruno has requested a Detailed Rate Year adjustment in accordance with the Franchise Agreement, and

WHEREAS, Recology's Detailed Rate Year analysis calculates an adjustment of 2.61% effective September 1, 2013, and

WHEREAS, Recology San Bruno has provided a supplemental proposal to initiate a new Organics Program in San Bruno on January 1, 2014 which results in a 4.48% increase in garbage rates effective January 1, 2014, a 2.24% increase effective July 1, 2014, and a 2.24% increase effective January 1, 2015 in addition to the proposed base rate adjustment, and

WHEREAS, in the abundance of legal caution and to assure broad-based information to property owners on the proposed rates, a notice of the rate increase will be distributed to all property owners, and

WHEREAS, the public hearing will be scheduled following circulation of the notice to property owners for a period of not less than 45 days on the garbage rate increase requested by Recology San Bruno in their letter dated March 1, 2013 as part of the notice and protest process.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of San Bruno approves the property owner notice and protest process for 2013-14 garbage rate Increase proposed by Recology San Bruno.

I hereby certify that foregoing Resolution No. 2013-___ was introduced and adopted by the San Bruno City Council at a regular meeting on May 14, 2013 by the following vote:

AYES:

NOES:

ABSENT:

City Clerk

2013-14 Proposed Garbage, Recycling, and Organics Program Rates

Residential (1-3 Units)	Current Monthly Rate	Monthly Rate Effective September 1, 2013	Monthly Rate Effective January 1, 2014 - Organics
Weekly Refuse and Recycling Services includes Bi weekly 96 Gallon Toter Waste Service		2.61%	4.48%
Toter - 20 gallon	\$18.87	\$19.36	\$20.23
Toter - 32 gallon	\$24.34	\$24.98	\$26.09
Toter - 64 gallon	\$48.68	\$49.95	\$52.19
Toter - 96 gallon	\$73.02	\$74.93	\$78.28
Low Income 32 gallon	\$18.26	\$18.74	\$19.58
Each Additional 32 gallon	\$24.34	\$24.98	\$26.09
Additional 96 gallon green waste	\$7.37	\$7.56	\$7.90
Extra Bag Service (approximately 32 gallon)	\$11.44	\$11.74	\$12.26

Multi-Unit Residential (4+ units)

Weekly refuse and Specialized Recycling Services			
Bins, Cans & Carts (4-99 units)	\$24.34	\$24.98	\$26.09
Bins (100+ Units)	\$23.12	\$23.72	\$24.79
Bin Rental - 1 yard	\$30.61	\$31.41	\$32.82
Bin Rental - 2 yard	\$35.53	\$36.46	\$38.09

**Saturday Service will be charged at a rate of 1.5 times the regular weekday rate*

Commercial/Multi-Unit Residential

32 gallon	\$30.94	\$31.75	\$33.17
64 gallon	\$61.88	\$63.50	\$66.34
96 gallon	\$92.82	\$95.25	\$99.52
96 gallon Organics bin	\$69.62	\$71.44	\$74.64

**Saturday Service will be charged at a rate of 1.5 times the regular weekday rate*

Debris Boxes

Delivery and pick up Included			
4 yard mini (per day)	\$160.14	\$164.32	\$171.68
6 yard mini (per day)	\$202.29	\$207.57	\$216.87
7 yard debris (1-5 business days)	\$387.70	\$397.82	\$415.64
16 yard debris (1-5 business days)	\$429.81	\$441.03	\$460.79
20 yard debris (1-5 business days)	\$471.99	\$484.31	\$506.01
25 yard debris (1-5 business days)	\$589.95	\$605.35	\$632.47
25 yard debris (Recyclables only)	\$337.12	\$345.92	\$361.42
30 yard debris (1-5 business days)	\$684.35	\$702.21	\$733.67
Debris Box Hold-overs (after 5th day)	10% of rate/day		
Compacted Garbage (per Yard)	\$48.03	\$49.28	\$51.49

Key/Lock Service

Additional monthly charges of the following will be applied on each use of a key (including key, keypad, combination lock, automatic door opener, or any other entry mechanism) that is required to open a lock or to enter or leave the premises:

1 per week	\$8.80	\$9.03	\$9.43
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2013-14 Proposed Garbage, Recycling, and Organics Program Rates

Container Monthly Rates - Effective September 1, 2013

Pickup/Week	<u>1 YARD</u>	<u>2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>	<u>6 YARD</u>	<u>32G</u>	<u>64G</u>	<u>96G</u>
1 x per	\$ 133.24	\$ 266.37	\$ 371.19	\$ 457.07	\$ 628.86	\$ 31.75	\$ 63.50	\$ 95.25
2 x per	\$ 266.48	\$ 532.73	\$ 742.38	\$ 914.13	\$ 1,257.71			
3 x per	\$ 399.72	\$ 799.10	\$ 1,113.58	\$ 1,371.20	\$ 1,886.57			
4 x per	\$ 532.96	\$ 1,065.46	\$ 1,484.77	\$ 1,828.26	\$ 2,515.42			
5 x per	\$ 666.20	\$ 1,331.83	\$ 1,855.96	\$ 2,285.33	\$ 3,144.28			
Sat. pickups	\$ 199.86	\$ 399.55	\$ 556.79	\$ 685.60	\$ 943.28			
Extra pickup	\$ 30.76	\$ 61.45	\$ 85.65	\$ 105.48	\$ 145.11			
Bin Rental	\$ 31.41	\$ 36.46	\$ 39.78	\$ 42.68	\$ 45.84			

Proposed Commercial Organics Rates (75% of Commercial Garbage Rates) - September 1, 2013

Pickup/Week	<u>1 YARD</u>	<u>2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>	<u>6 YARD</u>	<u>32G</u>	<u>64G</u>	<u>96G</u>
1 x per	\$ 99.93	\$ 199.77	\$ 278.39	\$ 342.80	\$ 471.64	\$ 23.81	\$ 47.63	\$ 71.44
2 x per	199.86	399.55	556.79	685.60	943.28			
3 x per	299.79	599.32	835.18	1,028.40	1,414.93			
4 x per	399.72	799.10	1,113.58	1,371.20	1,886.57			
5 x per	499.65	998.87	1,391.97	1,714.00	2,358.21			
Sat. pickups	149.89	299.66	417.59	514.20	707.46			
Extra pickup	23.07	46.09	64.24	79.11	108.83			
Bin Rental	23.56	27.35	29.83	32.01	34.38			

Container Monthly Rates - Effective January 1, 2014

Pickup/Week	<u>1 YARD</u>	<u>2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>	<u>6 YARD</u>	<u>32G</u>	<u>64G</u>	<u>96G</u>
1 x per	\$ 139.21	\$ 278.30	\$ 387.82	\$ 477.54	\$ 657.03	\$ 33.17	\$ 66.34	\$ 99.52
2 x per	\$ 278.42	\$ 556.60	\$ 775.64	\$ 955.09	\$ 1,314.06			
3 x per	\$ 417.62	\$ 834.90	\$ 1,163.46	\$ 1,432.63	\$ 1,971.09			
4 x per	\$ 556.83	\$ 1,113.19	\$ 1,551.28	\$ 1,910.17	\$ 2,628.11			
5 x per	\$ 696.04	\$ 1,391.49	\$ 1,939.11	\$ 2,387.71	\$ 3,285.14			
Sat. pickups	\$ 208.81	\$ 417.45	\$ 581.73	\$ 716.31	\$ 985.54			
Extra pickup	\$ 32.14	\$ 64.21	\$ 89.48	\$ 110.21	\$ 151.61			
Bin Rental	\$ 32.82	\$ 38.09	\$ 41.56	\$ 44.59	\$ 47.89			

Proposed Commercial Organics Rates (75% of Commercial Garbage Rates) - January 1, 2014

Pickup/Week	<u>1 YARD</u>	<u>2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>	<u>6 YARD</u>	<u>32G</u>	<u>64G</u>	<u>96G</u>
1 x per	\$ 104.41	\$ 208.72	\$ 290.87	\$ 358.16	\$ 492.77	\$ 24.88	\$ 49.76	\$ 74.64
2 x per	208.81	417.45	581.73	716.31	985.54			
3 x per	313.22	626.17	872.60	1,074.47	1,478.31			
4 x per	417.62	834.90	1,163.46	1,432.63	1,971.09			
5 x per	522.03	1,043.62	1,454.33	1,790.78	2,463.86			
Sat. pickups	156.61	313.09	436.30	537.24	739.16			
Extra pickup	24.10	48.15	67.11	82.66	113.70			
Bin Rental	24.61	28.57	31.17	33.44	35.92			



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: May 14, 2013
TO: Honorable Mayor and Members of the City Council
FROM: Connie Jackson, City Manager
SUBJECT: Schedule Study Sessions for Review of the FY 2013-14 Annual Budget

BACKGROUND:

Each year the City Council schedules special Study Session meetings for the purpose of conducting comprehensive review and consideration of the City's annual budgets. During the current year, the City Council has previously considered issues related to the preparation of the 2013-14 budgets and provided staff with direction.

DISCUSSION:

In previous years the City Council has typically utilized two Study Session meetings of approximately 3 hours each for review of the budgets. In order to allow sufficient time for this process, this year, staff is recommending that the City Council schedule three dates for Study Session meetings. If the Council's review is completed during one or two meetings, additional Study Session meeting time would not be scheduled.

Proposed dates for budget Study Sessions are:

Thursday, June 6, 2013
Monday, June 10, 2013
Wednesday, June 12, 2013
Thursday, June 13, 2013
Tuesday, June 18, 2013

The budget will be presented for final City Council review and approval at the second regular City Council meeting in June, on June 25, 2013.

FISCAL IMPACT:

None

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ALTERNATIVES:

1. Provide alternative direction regarding the dates to be scheduled for Study Session meetings.
2. Do not schedule budget review Study Sessions for the upcoming fiscal year.



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: May 14, 2013

TO: Honorable Mayor and City Council

FROM: Kerry Burns, Interim Community Services Director
Danielle Brewer, Recreation Services Manager

SUBJECT: Adopt Resolution Approving the Parks & Recreation Commission Recommendation to Accept a Masonry Lion Sculpture from the San Bruno Lions Club to be Installed Adjacent to the Beckner Shelter at San Bruno Park and Rotation of the Adjacent Water Fountain

BACKGROUND:

At its Regular Meeting on December 11, 2012, the City Council adopted a resolution accepting a donation from the San Bruno Lions Club for labor and materials to make repairs and improvements to the Beckner Shelter. These repairs and improvements included replacing the roof by a licensed contractor, power washing the interior of the structure, installing new lighting and minor electrical work performed by a licensed electrician, and painting the structure's interior. The approximate value of the donations was estimated at \$28,000. As part of this December 11, 2012 action and to demonstrate its appreciation to the San Bruno Lions Club's for its generous donation, the City Council approved funding and installing a bronze recognition plaque within the Beckner Shelter. The City Council directed the Parks and Recreation Commission to approve the size, style and placement of the plaque prior to its installation. Since receiving this City Council direction, Community Services Department staff has presented for approval to the Parks and Recreation Commission and San Bruno Lions Club the plaque wording and layout. Both the Lions and the Commission have approved the attached wording and layout. The San Bruno Lions Club will be holding its June 2013 General Membership Meeting at the Beckner Shelter on June 18, 2013. At that time, the City will formally present the recognition plaque.

DISCUSSION:

In conjunction with the completion of the Beckner Shelter repairs and improvements which were completed in early April 2013, the San Bruno Lions Club submitted a proposal to the Parks and Recreation Commission at its meeting on April 17, 2013 to donate and install a masonry lion sculpture adjacent to the water fountain approximately 20 feet from the Beckner Shelter. Photographs of the proposed masonry lion sculpture are attached. In addition, the San Bruno Lions Club proposed rotating the existing water fountain 180

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degrees and place the masonry lion sculpture on a concrete pad to the left off the water fountain. Under the coordination and at the expense of the San Bruno Lions Club, this work would be performed by a licensed plumber at no cost to the City. Community Services Department staff has confirmed this arrangement is possible.

At its April 17, 2013 meeting, the Parks and Recreation Commission unanimously approved this concept and is recommending City Council accept the masonry lion sculpture and relocation of the water fountain.

It is the objective of the San Bruno Lions Club to present the masonry lion sculpture at the same time the plaque is presented by the City on June 18, 2013.

FISCAL IMPACT:

None. The San Bruno Lions Club will cover the cost for the relocation of the water fountain, purchase of the masonry lion sculpture and future graffiti removal and vandalism repair.

ALTERNATIVES:

1. Do not approve the installation of the masonry lion sculpture.
2. Identify an alternate location to install the masonry lion sculpture.

RECOMMENDATION:

Adopt Resolution Approving the Parks & Recreation Commission Recommendation to Place a Masonry Lion Sculpture at Beckner Shelter.

DISTRIBUTION:

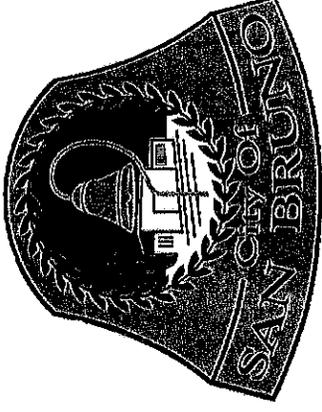
None.

ATTACHMENTS:

1. Layout and design of the recognition plaque.
2. Photographs of Beckner Shelter and the proposed masonry lion sculpture.

DATE PREPARED:

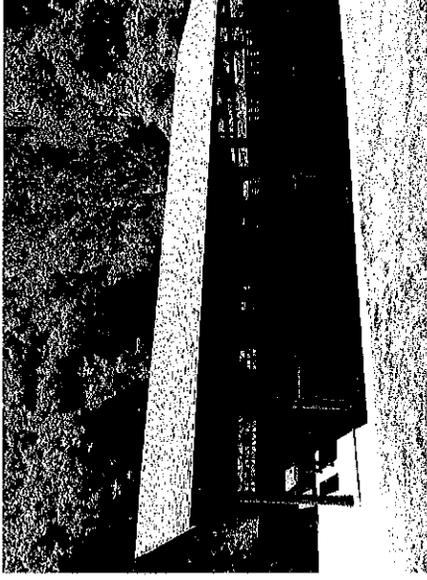
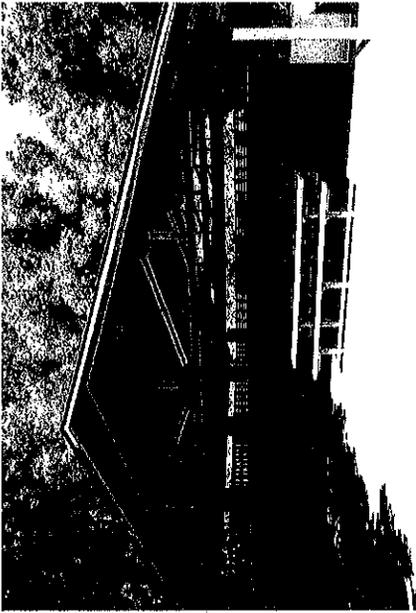
May 3, 2013



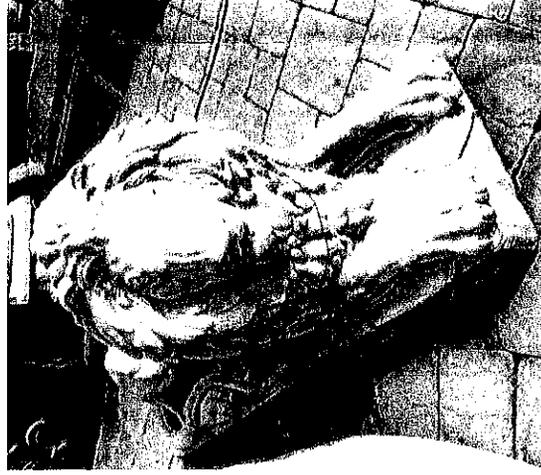
In Recognition of the San Bruno Lions Club

For its generous donation, time and continuous support.

Beckner Shelter
June 2013



Photos of Beckner Shelter after the completion of the project.



Lion Sculpture

RESOLUTION NO. 2013-

**RESOLUTION APPROVING THE PARKS AND RECREATION COMMISSION
RECOMMENDATION TO ACCEPT A MASONRY LION SCULPTURE
FROM THE SAN BRUNO LIONS CLUB TO BE INSTALLED
ADJACENT TO THE BECKNER SHELTER AT SAN BRUNO PARK
AND ROTATION OF THE ADJACENT WATER FOUNTAIN**

WHEREAS, the San Bruno Lions Club has proposed the donation of a masonry lion sculpture to be placed adjacent to the Beckner Shelter at San Bruno City Park; and,

WHEREAS, the San Bruno Lions Club has offered to rotate the existing drinking fountain 180 degrees by a licensed and qualified plumber at no cost to the City; and,

WHEREAS, the San Bruno Lions Club formally requested the San Bruno Parks and Recreation Commission recommend to the City Council the acceptance of the masonry lions sculpture adjacent to the Beckner Shelter at San Bruno City Park; and,

WHEREAS, at its Regular Meeting on April 17, 2013, the San Bruno Parks and Recreation Commission voted unanimously to recommend the installation of the masonry lion sculpture;

NOW, THEREFORE, BE IT RESOLVED that the San Bruno City Council hereby accepts the donation of a masonry lion sculpture by the San Bruno Lions Club, approves its installation and authorizes the San Bruno Lions Club to rotate the existing drinking fountain at no cost to the City.

Dated: May 14, 2013

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 14th day of May 2013 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____



**City Council Agenda Item
Staff Report**

CITY OF SAN BRUNO

DATE: May 14, 2013

TO: Honorable Mayor and City Council

FROM: David Woltering, Community Development Director

SUBJECT: Adopt Resolution Authorizing the City Manager to Execute a Contract with Environmental Sciences Associates (ESA) in an Amount up to \$106,000 to Prepare an Initial Study, and Further Environmental Documentation with a Proposed Amendment to the U.S. Navy Site And Its Environs Specific Plan Related to The Crossing Hotel Site and Appropriate \$106,000 from the General Fund to the Fiscal Year 2012-13 Budget

BACKGROUND

With the decommissioning of the U.S. Navy Site and formation of the San Bruno Redevelopment Agency in the late 1990's, the City envisioned the presence of a hotel on the property located at the southwest corner of Interstate 380 and the El Camino Real. Various initiatives have been undertaken to turn this vision into a reality. First, the City Council approved the U.S. Navy Site Specific Plan 2001 and supporting Environmental Impact Report (existing EIR). The Specific Plan envisioned a seven-story "flagship" hotel with up to 500 rooms plus restaurant and meeting space. This flagship hotel was described in the Specific Plan as, "a full-service hotel offering guest rooms for overnight stay, meeting facilities, full-service restaurant (approximately 5,000 square feet), provided by a major operator 'flag'." Approval of the Specific Plan was supported by the success in the 2001 Measure "E" citywide ballot initiative that increased the height limits for the area.

The Specific Plan was adopted during the final stages of a strong economic cycle in the Bay Area. Changes in the economy and high vacancy rates of office space and hotels resulted in two amendments to the Specific Plan. The first amendment occurred in 2001 providing for residential development in place of office. The second amendment in 2005 created a new retail parcel and reduced the size of the hotel site. The new retail site led to the development of the retail center and fine dining restaurant (Jack's Restaurant and Bar), which could also serve a future hotel. In 2007, a market feasibility study assessed the viability of a full-service hotel at The Crossing, and advised that a full service hotel would not be economically viable in the near or long-term.

In its most recent action to bring a select-service hotel to The Crossing, in July 2012, the City purchased the 1.5-acre hotel site from The Crossing master developer, Martin Regis at a cost of \$1,400,000. In October 2012, the City issued a Request for

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Qualifications/Proposals (RFQ/P) to developers to build a high quality, select service hotel at The Crossing. The City Council selected OTO Développement and the City is in the process of negotiating the terms of an Exclusive Negotiating Rights Agreement with OTO Development.

The hotel site represents the last remaining vacant parcel within the 20-acre master planned Crossing development. Today, The Crossing includes 1,063 multifamily units in five buildings and a 15,000 square foot fully occupied commercial center, all built within the past ten years.

The purpose of this item is to: 1) seek City Council authorization to fund the preparation of an initial study and, based on the results of the initial study, such further environmental documentation as may be required under the California Environmental Quality Act (CEQA) in connection with a proposed amendment to the Navy Site Specific Plan to modify the hotel land use description to allow for a smaller select-service hotel development on The Crossing hotel site, and 2) award a contract for preparation of the initial study and such further environmental documentation.

DISCUSSION

The proposed Specific Plan amendment is proposed to provide flexibility in developing The Crossing hotel site. The amendment would modify the description of the hotel land use designation to make the site available for a smaller select-service hotel based on the current hotel market and the size of the hotel parcel at The Crossing site. The amendment would still advance the City's broader objectives of a hotel with at least 120 hotel rooms and a 3,000 square foot meeting space able to accommodate at least 200 persons in banquet-style seating. The preparation of an initial study is recommended to determine if one or more of the events requiring preparation of a subsequent or supplemental EIR have been triggered: (1) substantial changes are proposed in the project that will require major revisions of the existing EIR; (2) substantial changes have occurred in the circumstances under which the proposed hotel project would be undertaken that will require major revisions of the existing EIR; or (3) new information of substantial importance to the project that was not known and could not have been known when the existing EIR was certified as complete has become available (CEQA Guidelines section 15162). The results of that initial study will then determine what level of additional environmental review, if any, is required in connection with the proposed select-service hotel project.

The City distributed a Request for Proposals (RFP) to four environmental firms in February 2013, including Environmental Sciences Associates (ESA), LSA Associates, Moore Iacafano Goltsman (MIG), and Charlie Simpson Environmental. All four firms submitted proposals. City Staff reviewed the proposals and considers ESA to be the most qualified firm. Staff recommends ESA to prepare the environmental documentation because their proposal was most responsive to the RFP requirements, their cost estimate was competitive, ESA prepared the existing Specific Plan EIR and two EIR Addenda related to earlier Specific Plan amendments, and ESA has an excellent understanding of the San Bruno community. The Initial Study and options for additional environmental review are described below:

- Initial Study. Preparation of the Initial Study will determine whether one or more of the events requiring preparation of a subsequent or supplemental EIR have been triggered.
- Depending on the results of the initial study, City would either prepare an Addendum to the existing EIR or a supplemental or subsequent EIR to further analyze the changes and any new or substantially more severe significant impacts than were identified in the existing EIR, if any.

Staff recommends preparation of an initial study to inform the decision as to whether one or more of the events requiring preparation of a subsequent or supplemental EIR described in CEQA Guidelines section 15162 have been triggered.

FISCAL IMPACT

City staff will prepare the Specific Plan amendment. It is anticipated that the City will fund the costs associated with preparation of the initial study and, depending on the results of the initial study, such further environmental review as may be appropriate in connection with the Specific Plan amendment. The preparation of an initial study and determination of whether any of the triggering events described in CEQA Guidelines section 15162 will be necessary regardless of the developer finally selected to construct the hotel. The preparation of the detailed environmental Initial Study will be the first step to determine the most appropriate environmental document for this proposed project. ESA estimates the costs to range from \$38,000 to \$106,000 depending on what level of additional environmental review, if any, is required. The cost of this work will be paid from the General Fund.

ALTERNATIVES

1. Select a consultant other than ESA to prepare the CEQA analysis
2. Defer the Specific Plan amendment and selection of a CEQA consultant

RECOMMENDATION

Adopt resolution authorizing the City Manager to execute a contract with Environmental Sciences Associates in an amount up to \$106,000 to prepare an Initial Study, and further environmental documentation with a proposed amendment to the U.S. Navy Site and its Environs Specific Plan related to The Crossing hotel site and appropriate \$106,000 from the General Fund to the Fiscal Year 2012-13 Budget.

ATTACHMENTS

1. Resolution

DATE PREPARED

May 10, 2013

RESOLUTION NO. 2013 - _____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A CONTRACT WITH ENVIRONMENTAL SERVICES ASSOCIATES (ESA)
IN AN AMOUNT UP TO \$106,000 TO PREPARE AN INITIAL STUDY
AND FURTHER ENVIRONMENTAL DOCUMENTATION WITH A PROPOSED
AMENDMENT TO THE U.S. NAVY SITE AND ITS ENVIRONS SPECIFIC PLAN
RELATED TO THE CROSSING HOTEL SITE AND APPROPRIATE
\$106,000 FROM THE GENERAL FUND TO THE FISCAL YEAR 2012-13 BUDGET**

WHEREAS, the U.S. Navy Site and Its Environs Specific Plan Environmental Impact Report was approved in January 2001, and two EIR Addenda, on November 2001 and June 2005, which enabled the development of the Crossing, including 5 multifamily buildings with a total of 1,063 units, a recreation center and 15,000 square foot commercial retail center, leaving one vacant 1.5-acre site designated for a hotel;

WHEREAS, City staff recommend that an initial study be prepared in connection with the proposed Amendment to the U.S. Navy Site and Its Environs Specific Plan related to the Crossing Hotel Site requires additional environmental review subject to the Environmental Quality Act (CEQA) to determine whether whether one or more of the events requiring preparation of a subsequent or supplemental EIR described in CEQA Guidelines section 15162 have been triggered;

WHEREAS, on February 13, 2013, the City distributed a Request for Proposals to prepare required environmental documentation on a proposed amendment to the U.S. Navy Site and Its Environs Specific Plan related to the Crossing Hotel Site, and received four proposals;

WHEREAS, City staff reviewed the proposals and recommends ESA as the most qualified firm because their proposal was most responsive to the RFP requirements, their cost estimate was competitive, ESA prepared the existing Specific Plan EIR and two EIR Addenda related to earlier Specific Plan amendments, and ESA has an excellent understanding of the San Bruno community;

WHEREAS, the services and work consists of preparation of an Initial Study and, depending on the results of the Initial Study, such further environmental review and preparation of additional environmental documents as may be appropriate under CEQA, and attendance at public meetings; ;

WHEREAS, the cost of the environmental review work will be covered by an appropriation from the General Fund to the Fiscal Year 2012/13 Budget.

WHEREAS, it is in the best interests of the City to execute the proposed Contract to assure that the required environmental review of the Crossing Hotel Site is completed in an expeditious manner.

NOW THEREFORE, the City Council of the City of San Bruno resolves that the City Manager is hereby authorized to execute a Contract with ESA for an amount not-to-exceed \$106,000.

BE IT FURTHER RESOLVED, that \$106,000 is hereby appropriated from the General Fund of the Fiscal Year 2012/13 Budget to cover the cost of the environmental documentation.

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I hereby certify the foregoing Resolution No. 2013-
was introduced and adopted by the May 14, 2013 by the following vote:

AYES:

NOES:

ABSENT:

City Clerk