



ADMINISTRATION AND FINANCE

STAFF REPORT

To: SBWMA Board Members
From: Cyndi Urman, Clerk of the Board
Date: January 26, 2023 Board of Directors Meeting
Subject: Election of SBWMA Board Officers for 2023

Recommendation

The Board is required to annually elect a Board Chair and Vice Chair per Article 8, Governance, of the JPA Agreement, Sections 8.5 and 8.6 which provide:

8.5 Chair. The Board shall annually select a Chair, by a vote taken in accordance with Section 10.8 of this Agreement, who shall serve without compensation at the pleasure of the Board. The duties of the Chair include, but are not limited to the following:

- a. Conduct Board meetings.
- b. Review and set meeting agendas with the Executive Director.
- c. Sign any and all SBWMA official documents.

8.6 Vice Chair. The Board shall annually select a Vice Chair, by a vote taken in accordance with Section 10.9 of this Agreement, who serves without compensation at the pleasure of the Board. The Vice Chair shall act in the absence of the Chair, with full powers of the Chair.

This selection has traditionally occurred at the Board's January meeting. Staff recommends that the Board now select the Chair and Vice Chair for 2023.

In addition to the duties enumerated in Section 8.5 & 8.6, as a matter of practice, the Board Chair and Vice Chair along with the Executive Director, General Counsel and Board Clerk have traditionally met on a monthly basis as the "Executive Committee" to conduct Board meeting agenda planning and discuss major items of note related to JPA operations. The Executive Director also updates the Executive Committee on a regular basis on any major issues that may come up in the course of day-to-day operations.

Background

Staff recommends the following process for the Board to follow in electing a Chair and Vice Chair for calendar year 2023:

1. Current Chair calls for nominations for the position of Chair (nominations do not require a second).
2. Motion is adopted to close nominations.
3. Board votes on nominations in the order in which the nominations were made until a Chair is elected.

4. Sections 8.5 and 10.8 of the JPA Agreement require the successful vote to be by 2/3 of the Directors present.
5. The new Chair takes the gavel and assumes the office and calls for nominations for Vice Chair and the same procedure is followed for electing the Vice Chair.

Fiscal Impact

None.

Attachments:

None.

STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana Executive Director
Cyndi Urman, Clerk of the Board
Date: January 26, 2023 Board of Directors Meeting
Subject: Resolution Approving 2023 Vacant SBWMA Committee Appointments

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No 2023-07 appointing Board Members and TAC Members to serve on the SBWMA committees. It is also recommended that at today's meeting the Board select from its Members to fill each of the vacant seats in the committees listed below, as well as appoint Siliva Pa'uli* as the TAC member to fill the vacant TAC member position on the Public Education/Outreach Committee. It is further recommended that every two years when the agency's committees are constituted, a Chair is selected by a majority of the committee members. Committee Chairs will lead Committee meetings and collaborate with Staff to develop agendas and discussion items, and when appropriate, report back to the Board on key agency initiatives.

Summary

Staff requests the appointment of one Board Member to the Finance Committee, one Board Member to the Legislative Committee, one Board Member and one Technical Advisory Committee (TAC) member* to the Public Education and Outreach Committee, and two Board Members to the Zero Waste Committee to fill Committee vacancies. As with the committee appointment process in 2021, this resolution will formally appoint Board Members and TAC Member to committee positions.

Staff requests that the Board appointments be decided at today's meeting.

Finance Committee (Standing Committee of Board and TAC Members)

- _____ Board Member _____
- Michael Brownrigg - Board Member, Burlingame City Council
- Al Royse - Board Member, Hillsborough City Council
- Rebecca Mendenhall - San Carlos Finance Director
- Rich Lee – San Mateo Finance Director
- SBWMA Staff: John Mangini (Lead); Joanne Nghiem; Joe La Mariana

Legislative Committee (Standing Committee of Board Members)

- _____ – Board Member, _____
- Michael Brownrigg - Board Member, Burlingame City Council
- Adam Rak – Board Member, San Carlos City Council
- Fran Dehn – Board Member, West Bay Sanitary District Board
- SBWMA Staff: Julia Au (Lead); Joe La Mariana

Public Education/Outreach Committee (Adhoc Committee of Board and TAC Members)

- _____ – Board Member, _____
- Jon Froomin – Board Member, Foster City City Council
- Ruben Abrica – Board Member, East Palo Alto City Council
- Gordon Tong – TAC Member, County of San Mateo, Office of Sustainability
- Andra Lorenz – TAC Member/Vice Chair Foster City, Management Analyst
- Siliva Pa'uli* – TAC Alternate Member, San Mateo, Solid Waste Recycling Programs Coordinator
- Vicki Sherman - Environmental Initiatives Coordinator, Redwood City Public Works
- Mia Rossi - Waste Zero Manager, Recology SMC
- SBWMA Staff: Emi Hashizume (Co-Lead); Joanna Rosales (Co-Lead); Julia Au; Joe La Mariana

Zero Waste Committee (Adhoc Committee of Board Members)

- _____ – Board Member, _____
- _____ - Board Member, _____
- Michael Brownrigg - Board Member, Burlingame City Council
- Adam Rak – Board Member, San Carlos City Council
- Fran Dehn – Board Member, West Bay Sanitary District Board
- SBWMA Staff: Hilary Gans (Lead); Matt Southworth; John Mangini; Joanne Nghiem; Joe La Mariana

Background

In 2021, SBWMA staff looked at the historical process for appointing committee members and determined that there was no formal process for appointing committee members which resulted in different approaches to addressing this issue. Legal Counsel recommended a resolution be approved to formalize the process of appointing committee members going forward. New committee members are now appointed as vacancies need to be filled and appointment is made by Board resolution.

Fiscal Impact

There is no fiscal impact associated with appointing SBWMA committee members.

Attachments:

Resolution 2023-07



RESOLUTION NO. 2023-07

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS APPOINTING SBWMA COMMITTEE MEMBERS

WHEREAS, In January 2023 there were several vacancies on SBWMA standing and Adhoc Committees' and

WHEREAS, As established in 2021 a formal system to appoint Board Members as members of the standing and adhoc SBWMA committees was put into place.

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves the appointment of these Board Members to the following committees:

Finance Committee (Standing Committee of Board and TAC Members)

- _____ Board Member _____
- Michael Brownrigg - Board Member, Burlingame City Council
- Al Royse - Board Member, Hillsborough City Council
- Rebecca Mendenhall - San Carlos Finance Director
- Rich Lee – San Mateo Finance Director
- SBWMA Staff: John Mangini (Lead); Joanne Nghiem; Joe La Mariana

Legislative Committee (Standing Committee of Board Members)

- _____ – Board Member, _____
- Michael Brownrigg - Board Member, Burlingame City Council
- Adam Rak – Board Member, San Carlos City Council
- Fran Dehn – Board Member, West Bay Sanitary District Board
- SBWMA Staff: Julia Au (Lead); Joe La Mariana

Public Education/Outreach Committee (Adhoc Committee of Board and TAC Members)

- _____ – Board Member, _____
- Jon Froomin – Board Member, Foster City City Council
- Ruben Abrica – Board Member, East Palo Alto City Council
- Gordon Tong – TAC Member, County of San Mateo, Office of Sustainability
- Andra Lorenz – TAC Member/Vice Chair Foster City, Management Analyst
- Siliva Pa'uli – TAC Alternate Member, San Mateo, Solid Waste Recycling Programs Coordinator
- Vicki Sherman - Environmental Initiatives Coordinator, Redwood City Public Works

- Mia Rossi - Waste Zero Manager, Recology SMC
- SBWMA Staff: Emi Hashizume (Co-Lead); Joanna Rosales (Co-Lead); Julia Au;; Joe La Mariana

Zero Waste Committee (Adhoc Committee of Board Members)

- _____ – Board Member, _____
- _____ - Board Member, _____
- Michael Brownrigg - Board Member, Burlingame City Council
- Adam Rak – Board Member, San Carlos City Council
- Fran Dehn – Board Member, West Bay Sanitary District Board
- SBWMA Staff: Hilary Gans (Lead); Matt Southworth; John Mangini; Joanne Nghiem; Joe La Mariana

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 26th day of January, 2023, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				
Menlo Park									

I HEREBY CERTIFY that the foregoing Resolution No. 2023-07 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on January, 26, 2023.

ATTEST:

Alicia Aguirre, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board

STAFF REPORT

To: SBWMA Board Members
From: Jean B. Savaree, SBWMA Legal Counsel
Date: January 26, 2023 Board of Director's Meeting
Subject: Resolution Approving Fifth Amendment to the Executive Director's Employment Agreement

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2023-08 attached hereto authorizing the following action:

1. Approval of Fifth Amendment to the Executive Director's Employment Agreement (the Agreement).

Analysis

Attached hereto is a proposed Fifth Amendment to the Executive Director's Agreement. The following changes are proposed and reflected in the Resolution attached to this report (Attachment 1):

1. Paragraph 2(A), "Compensation," is amended to increase the Executive Director's annual salary from \$219,390 to \$243,684 retroactive to August 1, 2022.
2. Paragraph 3, "Benefits," is amended to eliminate the \$200,000 cap on life insurance benefits so that Exhibit A, Section 7, will read, "**SBWMA** shall provide **Employee** life insurance in an amount equal to one times annual salary.

Background

Mr. La Mariana was appointed as Executive Director on August 1, 2016. The Executive Director's Employment Agreement (Attachment 2), Paragraph 2(A), "Compensation," set his initial base compensation at \$185,000 per year. In addition to his base salary, the Executive Director receives twenty (20) days of vacation, personal leave, one hundred twenty (120) hours of yearly administrative leave, eight (8) hours per month of sick leave, bereavement leave, paid holidays, medical, dental, vision, disability and life insurance, and \$400 per month in automobile allowance.

The Executive Director's written Employment Agreement at Paragraph 4(A) calls for the Board to review his performance annually and vests the Board with discretion to adjust his compensation.

The Executive Director's Employment Agreement, Paragraph 2(A), Compensation, set his initial base annual compensation at \$185,000. After Mr. La Mariana's 2017 performance review, his base salary was adjusted to \$190,920 and he was provided with a one-time bonus of \$9,250. In 2018, his contract was amended again increasing his base annual compensation to \$200,000. He was also awarded a one-time bonus of \$8,000. In 2019, his salary was increased to \$223,000. No adjustments were made to Mr. La Mariana's compensation in 2020. In 2021, his salary was increased to \$219,390, he was awarded a merit bonus of \$10,000, and he was authorized to cash out 50% of accrued sick leave upon voluntary separation from SBWMA.

As called for by his Employment Agreement, Mr. La Mariana's annual performance review was completed in November 2022 and the Board has indicated that a 4% cost of living adjustment is warranted along with an equity adjustment to increase his annual compensation from \$219,390 to \$243,684. With this adjustment, Mr. La Mariana's compensation will be in line with the average compensation for executive directors in comparable northern California agencies.

Analysis/Fiscal Impact

Adjustments to the Executive Director's compensation require Board action by resolution. Attached for the Board's consideration is a resolution amending Mr. La Mariana's annual compensation by 4% and awarding an equity adjustment thereby increasing his annual compensation to \$243,684. This is the average compensation for executive directors based on a survey of the following northern California agencies: Alameda County Waste Management Authority and Source Redirection Recycling Agency - \$243,686; Monterey Regional Waste Management Authority - \$260,846; Salinas Valley Waste Management Authority - \$217,937; Central Contra Costa School Waste Authority - \$252,792; Central Marin Sanitary District - \$260,614; City of Sunnyvale (Director of Environmental Services) - \$280,976. In addition, the resolution authorizes an amendment to the Executive Director's employment contract by eliminating the \$200,000 cap on life insurance benefits.

Attachments:

Resolution 2023-08

Exhibit A - Fifth Amendment to Employment Agreement

Exhibit B - Executive Director's Agreement



RESOLUTION NO. 2023-08

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY APPROVING THE FIFTH AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR THE EXECUTIVE DIRECTOR

WHEREAS, the Authority has completed its annual performance review of the Executive Director and determined to amend the Employment Agreement of the Executive Director (the Employment Agreement);

NOW, THEREFORE, BE IT RESOLVED that the Employment Agreement, **Exhibit A** hereto, is modified as follows:

1. Paragraph 2(A), "Compensation," is amended to increase the base salary for the Executive Director to \$243,684 retroactive to August 1, 2022, and to amend Paragraph 3, "Benefits," to authorize life insurance equal to one times annual salary.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on this 26th day of January, 2023, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary District				
Menlo Park									

I HEREBY CERTIFY that the foregoing Resolution No. 2023-08 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on January 26, 2023.

ATTEST:

Alicia Aguirre, Chairperson of SBWMA

Cyndi Urman, Board Secretary

**FIFTH AMENDMENT TO THE
EMPLOYMENT AGREEMENT- EXECUTIVE DIRECTOR
SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**

This is the Fifth Amendment to the Executive Director Employment Agreement (the Agreement) by and between South Bayside Waste Management Authority, a California Joint Powers Authority (hereinafter "SBWMA") and Joe La Mariana, an individual (hereinafter "EMPLOYEE"), collectively the Parties.

RECITALS

- A. The Agreement was entered by the Parties on or about August 1, 2016 and provides for the services of Joe La Mariana as the Executive Director of the SBWMA.
- B. The SBWMA Board has met and reviewed the performance of the Executive Director.
- C. The Parties desire to amend the Agreement to adjust the Executive Director's annual base salary effective August 1, 2022, and to eliminate the \$200,000 cap on life insurance benefits.

TERMS AND CONDITIONS

- 1. Paragraph 2(A), "Compensation," of the Agreement is amended to provide that the base salary of the Executive Director is increased by 4% and an equity adjustment setting his base salary at \$243,684, effective August 1, 2022.
- 2. Paragraph 3, "Benefits," Exhibit A, Section 7, is amended to provide for life insurance equal to one times annual salary.
- 3. All other terms and conditions of the Agreement shall remain the same.

Dated: _____, 2023

SOUTH BAYSIDE WASTE
MANAGEMENT AUTHORITY

By: _____
Chair of the Board of Directors

Dated: _____, 2023

EMPLOYEE

By: _____
Joe La Mariana

APPROVED AS TO FORM:

Jean B. Savaree, SBWMA Counsel

Dated: _____, 2023

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is entered into this 1st day of August, 2016, by and between **South Bayside Waste Management Authority**, a California Joint Powers Authority (hereinafter "**SBWMA**"), and **Joe La Mariana**, an individual (hereinafter "**EMPLOYEE**"). In consideration of the mutual covenants and conditions contained herein and the faithful performance of the terms as set forth below, the parties agree as follows:

1. **EMPLOYMENT – TERM.**

- A. Pursuant to the terms of this Agreement, **EMPLOYEE** agrees to serve as Executive Director for **SBWMA**. This is an at-will, exempt/management position appointed and directed by the Board of Directors of **SBWMA**. **EMPLOYEE** agrees to serve as Executive Director of **SBWMA** and to perform those duties and responsibilities as more particularly set forth in Exhibit B as currently stated and as may be changed or added to, under and pursuant to the general direction of the **BOARD**.
- B. The term of this Agreement shall commence on August 1, 2016. This Agreement shall remain in full force and effect until terminated as set forth in Section 6.
- C. **EMPLOYEE** agrees to remain in the exclusive employ of **SBWMA** throughout the life of this Agreement and, except as described in Section 6 below, to neither accept other employment nor to become employed by any other employer.
- D. During the period of employment hereunder **EMPLOYEE** shall devote best efforts, attention, and skills to the business and affairs of **SBWMA** as such business and affairs now exist and as they may be hereafter changed or added to, under and pursuant to the general direction of the **BOARD**.
- E. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the **BOARD** to terminate the services of **EMPLOYEE** at any time, subject only to the provisions set forth in Section 6 of this Agreement.
- F. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the **EMPLOYEE** to resign at any time from his

position with **SBWMA**, subject only to the provisions set forth in Section 6 of this Agreement.

2. **COMPENSATION.**

- A. **EMPLOYEE'S** base salary shall be One Hundred Eighty-Five Thousand Dollars (\$185,000.00) per year.
- B. **EMPLOYEE** shall be a salaried employee and exempt from the Fair Labor Standards Act (FLSA).
- C. The **BOARD** may, from time to time, at its sole discretion, grant merit increases to **EMPLOYEE**.

3. **BENEFITS.**

EMPLOYEE shall be entitled to the benefits listed in Exhibit A.

4. **PERFORMANCE EVALUATION.**

- A. **BOARD** agrees to meet with **EMPLOYEE** six (6) months from the effective date of this Agreement to evaluate **EMPLOYEE'S** performance.
- B. Thereafter, the **BOARD** shall review and evaluate the performance of **EMPLOYEE** annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by **BOARD** and **EMPLOYEE**. Said criteria may be added to or deleted from as the **BOARD** may from time to time determine, in consultation with **EMPLOYEE**. The **BOARD** shall provide **EMPLOYEE** with a summary written or oral evaluation of the **BOARD** and provide an adequate opportunity for **EMPLOYEE** to discuss his evaluation with the **BOARD** in closed session.
- C. Annually, the **BOARD** and **EMPLOYEE** shall define goals and performance objectives as they determine necessary for the proper operation of **SBWMA** and in the attainment of the **BOARD'S** policy objectives. The **BOARD** and **EMPLOYEE** shall establish a relative priority among those various goals and objectives, or if not done in consultation with the **BOARD**, **EMPLOYEE** shall establish same and submit it to the **BOARD**, and said goals and objectives will be reduced to writing. The goals and objectives shall generally be

attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

- D. The **BOARD** and **EMPLOYEE** are committed to developing a productive working relationship. Therefore, **BOARD** or **EMPLOYEE** may periodically request review sessions to address issues affecting said working relationship in addition to the annual evaluation process.

5. **SUSPENSION.**

The **BOARD** may suspend **EMPLOYEE** with full pay and benefits at any time during the term of this Agreement. Notwithstanding any provision to the contrary, **EMPLOYEE** shall reimburse **SBWMA** any and all leave salary which may be paid to **EMPLOYEE** pending any investigation of the employment related conduct of **EMPLOYEE** if **EMPLOYEE** is convicted of a crime involving abuse of his office or position as defined in Government Code Section 53243.4 [GC 53243].

6. **TERMINATION OF EMPLOYMENT/SEVERANCE.**

This Agreement may be terminated in the following manner:

- A. Resignation – **EMPLOYEE** may voluntarily resign by delivering a letter of resignation to the **BOARD** not less than sixty (60) days prior to the effective date of resignation. Upon the effective date of such voluntary resignation, **SBWMA** shall pay to **EMPLOYEE** all monthly compensation and benefits accrued and owing to **EMPLOYEE** at that time. During the sixty (60) day notice period, **EMPLOYEE** may accept other employment, provided that the start date of that other employment does not commence before the effective date of resignation.
- B. Termination of Employment Without Cause – **EMPLOYEE** acknowledges that he is an at-will employee who serves at the pleasure of the **BOARD**. As such, his employment may be terminated by the **BOARD** at any time without cause.
- C. Termination For Cause – In the event **EMPLOYEE** is terminated by **BOARD** for cause, no severance or termination pay shall be awarded to **EMPLOYEE**. In this Agreement “for cause” means:

1. Dishonesty, willful misconduct or gross neglect by **EMPLOYEE** in the performance of his obligations under this Agreement;
2. Theft, embezzlement or other similar misappropriation of funds or property of **SBWMA** by **EMPLOYEE**;
3. Intentional damage to any property of **SBWMA** that results in a significant liability to **SBWMA**;
4. The failure of **EMPLOYEE** to follow the reasonable and lawful instructions of the **BOARD** and/or policies of **SBWMA** with respect to **EMPLOYEE'S** duties hereunder;
5. Conviction of a felony;
6. Loss of mental capacity for a period of six consecutive months;
7. Habitual intoxication on duty, whether by alcohol or drugs;
8. Inexcusable absences without leave;
9. Willful violation of Federal/State law;
10. Willful violation of any conflict of interest law;
11. Performance of material outside business activity that conflicts with his duties as **SBWMA's** Executive Director.

D. Severance – If the **BOARD** terminates **EMPLOYEE** without cause under Subsection 6B, then **EMPLOYEE** shall, upon execution of an agreement releasing all claims which could be made against **SBWMA**, be entitled to severance pay equal to six (6) months' salary.

7 NOTICES.

Notices to **EMPLOYEE** pursuant to this Agreement shall be given by deposit in the United States mail, postage prepaid, addressed as follows:

Joe La Mariana, 610 Elm Street, Suite 202, San Carlos, CA 94070, or such other address as **EMPLOYEE** may list with **SBWMA** from time to time.

Alternatively, notices to **EMPLOYEE** required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or two days after the date of deposit of such written notice in the United States mail.

Notices to **SBWMA** shall be personally delivered to **SBWMA** at 610 Elm Street, Suite 202, San Carlos, CA 94070, with a copy to the **SBWMA** Counsel at his/her business address.

8. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.**

EMPLOYEE shall not, during the term of this Agreement, or any time thereafter, impart to anyone any confidential information which he may acquire in the performance of his duties as Executive Director under this Agreement, except as permitted by **SBWMA** or under compulsion of law.

9. **BINDING AGREEMENT.**

This Agreement shall be binding on the heirs, successors and assigns of the parties.

10. **ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by either party to this Agreement.

11. **MEDIATION.**

Neither **EMPLOYEE** nor **SBWMA** shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution which mediation shall be conducted within thirty (30) days of the request to initiate mediation by either party to this Agreement. The parties may, by mutual consent, agree to a longer period of time for mediation. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own costs.

12. **AMENDMENT OF AGREEMENT.**

This Agreement may be amended in writing by mutual agreement of the parties.

13. **GOVERNING LAW.**

This Agreement has been executed in San Carlos, California, and shall be governed in accordance with the laws of the State of California in every respect.

14. **NON-ASSIGNABLE.**

This Agreement shall not be assignable.

15. **SEVERABILITY.**

Should any section, subsection, sentence, clause, phrase or word included in this Agreement be found invalid by a court of competent jurisdiction, the balance of the Agreement shall remain in full force and effect.

16. **RIGHT TO COUNSEL.**

The parties acknowledge that they have been or have had a right to be represented by counsel of their own choice with regard to this Employment Agreement; that they have executed this Agreement with the consent and upon the advice of their own counsel, if such advice has been sought; and they have fully read and fully understood and voluntarily accepted the terms of this Agreement.

17. **COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

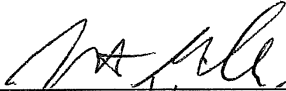
18. **WAIVER.**

Waiver by either party of any term or condition of this Agreement, or any breach, shall not constitute a waiver of any other term or condition or breach of the Agreement.

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

DATED: 8/1/16, 2016

SOUTH BAYSIDE WASTE
MANAGEMENT AUTHORITY, a
California Joint Powers Authority

By: 
BOB GRASSILLI, CHAIR SBWMA

DATED: 8/1/16, 2016

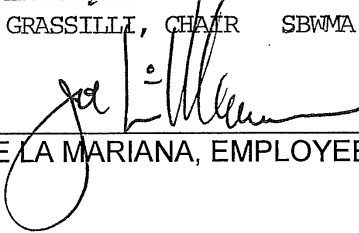

JOE LA MARIANA, EMPLOYEE

EXHIBIT A

Benefits

1. ADMINISTRATIVE/FLOAT LEAVE

EMPLOYEE shall receive one hundred and twenty (120) hours of Administrative Leave per year. Administrative Leave shall be prorated based on the effective date of employment during a calendar year. Such time shall be arranged at least two (2) weeks in advance of the day(s) desired. Unused Administrative Leave time is paid out at the end of the year or upon termination of employment with **SBWMA**.

2. HOLIDAYS

(1)	January 1	New Year's Day
(2)	Third Monday in January	Martin Luther King, Jr. Day
(3)	Third Monday in February	President's Day
(4)	Last Monday in May	Memorial Day
(5)	July 4	Independence Day
(6)	First Monday in September	Labor Day
(7)	November 11	Veterans Day
(8)	Fourth Thursday in November	Thanksgiving Day
(9)	Fourth Friday in November	Day after Thanksgiving
(10)	December 25	Christmas Day

If any of the listed holidays falls on a Saturday, the Friday preceding shall be celebrated as a holiday; if the holiday falls on a Sunday, the following Monday shall be celebrated as the holiday.

3. VACATION

3.1 Entitlement

EMPLOYEE shall accrue vacation at the rate of twenty (20) days per year.

3.2 Vacation Accrual

EMPLOYEE shall not be allowed to have an accumulation of more than two (2) years vacation accrual to his credit at any one time unless the **SBWMA BOARD** authorizes in writing, more than two (2) years vacation accrual. Vacation accrued in

excess of the maximum allowed will be liquidated by monetary payment during the month of December.

4. SICK LEAVE

4.1 Accrual

EMPLOYEE shall accrue sick leave credit at the rate of eight (8) hours per month.

4.2 Family Sick Leave

EMPLOYEE is entitled to use sick leave for the care of the **EMPLOYEE's** ill or injured immediate family member (as defined in Bereavement Leave) for up to half of the **EMPLOYEE's** annual sick leave accrual (6 days a year). **EMPLOYEE** will not be compensated for unused sick leave upon termination.

4.3 Bereavement Leave

In case of death within the immediate family, **EMPLOYEE** shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service for a maximum of three (3) consecutive workdays.

If the **EMPLOYEE** must travel outside the state of California and at least four hundred (400) miles, **EMPLOYEE** shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial service for a maximum of five (5) consecutive workdays.

For the purpose of this Section, immediate family is defined as husband, wife, domestic partner as defined by the State of California, father, mother, grandfather, grandmother, sister, brother, son, daughter, mother-in-law, father-in-law, stepchild, stepmother, stepfather, or such person who has served in the place of the **EMPLOYEE's** parent. Such leave shall not be charged against **EMPLOYEE** as leave without pay nor deducted from **EMPLOYEE's** annual leave.

4.4 Military Leave

Military leaves are granted in accordance with provisions of State and Federal law, including Section 395 of the Military and Veterans Code of the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. Section 4301 et seq.

4.5 Crime Victims Leave and Leave Related to Domestic Violence Sexual Assault or Stalking, Time Off to Vote, School Activities and Volunteer Firefighter, Reserve Peace Officer and Emergency Rescue Personnel

Crime Victims Leave and Leave Related to Domestic Violence Sexual Assault or Stalking, Time Off to Vote, School Activities and Volunteer Firefighter, Reserve Peace Officer and Emergency Rescue Personnel shall also be provided as outlined in **SBWMA's** Employee Policies and Benefits Plan.

5. JURY DUTY

If **EMPLOYEE** is summoned to jury duty, **EMPLOYEE** may be absent from duty with full pay; provided, however, **EMPLOYEE** must remit to the **SBWMA**, through the Chief Financial Officer, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.

6. HOSPITALIZATION AND MEDICAL CARE

6.1 Health Plan

SBWMA shall contribute the premium cost for **EMPLOYEE** and his eligible dependents to participate in its medical plans.

6.2 Dental Plan

SBWMA shall contribute the premium cost for **EMPLOYEE** and his eligible dependents to participate in its dental plan.

6.3 Vision Care Plan

SBWMA shall contribute the premium cost for **EMPLOYEE** and his eligible dependents to participate in its vision care plan.

6.4 Long-term Disability

SBWMA shall provide long-term disability insurance at no cost to **EMPLOYEE**. The waiting period for long-term disability benefits is sixty (60) calendar days. The Long-Term Disability premium is taxed to allow the long-term disability payment to be issued on a tax-free basis.

6.5 Alternate Medical Benefit Program

If **EMPLOYEE** provides proof of existing medical coverage from another source, he will receive a benefit in lieu of **SBWMA's** contribution for health insurance in an amount set at the applicable employee single rate.

7. LIFE INSURANCE

SBWMA shall provide for **EMPLOYEE**, life insurance in the amount of one (1) times regular salary to a maximum of Two Hundred Thousand Dollars (\$200,000.00).

8. RETIREMENT

SBWMA has adopted a self-directed Section 401(a) of the Internal Revenue Service Code retirement plan to which **SBWMA** contributes an amount equal to ten (10) percent of the **EMPLOYEE's** base salary. The **EMPLOYEE** vests in the 401(a) retirement plan immediately. In addition, **SBWMA** will contribute to the 401(a) plan a match of the **EMPLOYEE's** contribution to a 457(b) deferred contribution plan up to an additional two (2) percent of the **EMPLOYEE's** base salary. The match will be a one-for-one match, i.e. the employer will match each dollar of the **EMPLOYEE's** contribution up to two percent.

9. CAR ALLOWANCE

EMPLOYEE shall receive a monthly car allowance of Four Hundred Dollars (\$400.00) per month to cover all costs associated with the use and maintenance of his car.

10. BONDING EXPENSE

SBWMA shall be responsible to pay any bonding expense of **EMPLOYEE**.

EXHIBIT B

ASSIGNED DUTIES

EMPLOYEE will act as the **SBWMA** Executive Director. In that role the Executive Director will:

- Prepare for the Board's review an evaluation of the organization and develop recommendations for staffing and operations by November 1, 2016;
- Develop for the Board's review a strategy for engagement with First Tier Subcontractors;
- Plan, develop, implement, coordinate and evaluate resource conservation programs, projects and activities in the **SBWMA**;
- Assure compliance with federal, state, local and other pertinent waste management and environmental mandates, laws, codes, rules, regulations and agreements;
- Serve as primary subject matter expert in assigned area, external agencies, businesses, community groups and the public;
- Supervise professional, technical, support, contract and volunteer staff;
- Assist in planning, developing and monitoring the budget;
- Attend all **SBWMA** meetings of the **BOARD** of Directors, **BOARD** subcommittees, and staff; and attend **SBWMA** member meetings as necessary;
- Assist the **BOARD** of Directors in the discharge of its duties;
- Prepare and submit a proposed budget to the **BOARD**;
- Within authority given by the **BOARD**, execute contracts and expend funds for supplies, equipment and services;
- Manage contracts entered into by the **SBWMA**; and
- Perform such other duties consistent with the position of **SBWMA** Executive Director as required by the **BOARD** of Directors.



STAFF REPORT

To: SBWMA Board Members
From: Jean B. Savaree, SBWMA Legal Counsel
Date: January 26, 2023 Board of Director’s Meeting
Subject: Resolution Ratifying the Executive Director’s Proclaiming of a Local Emergency Related to the Severe Wind and Rainstorms that Commenced on December 31, 2022

Recommendation

It is recommended that the Authority Board adopt the attached Resolution 2023-09 ratifying the Executive Director’s proclamation of a Local Emergency, ratifying the Executive Director’s immediate expenditure of public funds to respond to the emergency, and authorizing the Executive Director to request financial assistance from County, State, and Federal authorities.

Background

Beginning on December 31, 2022, Northern California experienced severe wind and rainstorms, which caused culverts, streets, and bridges throughout the Authority’s jurisdiction to become blocked with vegetation and other debris, causing street closures, flooding and damage to public and private property. The Authority’s Shoreway Facility became flooded at times, requiring monitoring and temporary pumping operations to minimize an interruption of operations. At the time of drafting this report, emergency work to protect the safety of persons and property is ongoing. The Executive Director will provide additional details regarding the work performed during his oral staff report.

On December 31, 2022, pursuant to Section 3.12.480 of the Authorities Purchasing Policies, the Executive Director, acting as the Director of Emergency Services for the Authority, issued an initial Resolution Proclaiming the Existence of a Local Emergency. The resolution authorized the Executive Director to expend funds needed to respond to the emergency and allowed the Executive Director to have damaged or destroyed Authority facilities repaired or replaced without the necessity of using the public bid process.

Subsequently, the Executive Director issued a Second Resolution Proclaiming Existence of a Local Emergency, in which financial assistance from County, State, and Federal agencies, including the Federal Emergency Management Agency (FEMA) and California Emergency Management Agency (Cal-EMA), was requested.

Pursuant to Section 3.12.480(d), the Board must review, and by a four-fifths vote approve the Executive Director’s proclamation at the first regularly scheduled meeting following the declaration and review all emergency actions at every regularly scheduled meeting thereafter until the emergency is terminated. For this reason, the Executive Director will report on the status of the Local Emergency at each of the Board’s regular meetings until the Board proclaims, by four fifths vote that the emergency is terminated.

Conclusion

Staff requests that the Board adopt the attached resolution ratifying the Executive Director's proclamation of a local emergency, ratifying the immediate use of public funds to respond to that emergency, and authorizing the Executive Director to request financial assistance from the County, State, and Federal agencies in responding to the emergency.

Attachments:

Resolution 2023-09

Attachment A - Executive Director's Proclamation, December 31, 2022

Attachment B - Executive Director's Proclamation, January 3, 2022



RESOLUTION NO. 2023-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY RATIFYING THE EXECUTIVE DIRECTOR'S PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY, RATIFYING EXECUTIVE DIRECTOR'S IMMEDIATE EXPENDITURE OF PUBLIC FUNDS TO RESPOND TO EMERGENCY, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO REQUEST FINANCIAL ASSISTANCE FROM COUNTY, STATE, AND FEDERAL AUTHORITIES

WHEREAS, Section 3.12.480 of the South Bayside Waste Management Authority's Purchasing Policies empowers the Executive Director to proclaim the existence or threatened existence of a public emergency when the Authority is affected or likely to be affected by a public calamity and the Authority Board is not in session; and

WHEREAS, conditions of extreme peril to the safety of persons or property have arisen within jurisdiction of the Authority, caused by severe wind and rainstorms commencing on December 31, 2022; and

WHEREAS, the Authority Board does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a Local Emergency; and

WHEREAS, flooding, downed trees, and other storm-related damage has caused the need to make emergency repairs and expend public money to protect the public and safeguard life, health and essential public services; and

WHEREAS, the Executive Director did proclaim the existence of a Local Emergency on the 31st day of December, 2022, and issued a second proclamation on January 3, 2023; and

WHEREAS, the emergency will require financial and other assistance from the County, State, and/or Federal authorities.

NOW, THEREFORE, BE IT PROCLAIMED AND RESOLVED that said Proclamation of Existence of Local Emergency, as issued by said Executive Director, is hereby ratified by the Authority Board; and

IT IS FURTHER RESOLVED that the Board finds, based on substantial evidence, that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, property, or essential public services and that the emergency will not permit a delay resulting from a competitive solicitation for bids, that this action is necessary to respond to the emergency, and that the Executive Director's actions in responding to the emergency is hereby ratified;

IT IS FURTHER RESOLVED that the Board finds that the emergency construction and/or repair to public facilities are necessary actions to prevent or mitigate an emergency and are exempt from CEQA under Public Resources Code Section 21080(b)(4);

IT IS FURTHER RESOLVED that the Executive Director is hereby directed to report to the Board on the state of the emergency at the next regularly scheduled meeting, and every Board meeting thereafter until the emergency action is terminated;

IT IS FURTHER RESOLVED that the Executive Director is authorized to request financial assistance from the County of San Mateo, the State of California and Federal Government to address the damage caused by the emergency;

IT IS FURTHER RESOLVED that said Local Emergency shall be deemed to continue to exist until termination is proclaimed by the Board of Directors of the South Bayside Waste Management Authority.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on this 26th day of January, 2023, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary District				
Menlo Park									

I HEREBY CERTIFY that the foregoing Resolution No. 2023-09 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on January 26, 2023.

ATTEST:

Alicia Aguirre, Chairperson of SBWMA

Cyndi Urman, Board Secretary

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY BY THE
EXECUTIVE DIRECTOR OF THE SOUTH BAYSIDE WASTE MANAGEMENT
AUTHORITY

WHEREAS, Section 3.12.480 of the South Bayside Waste Management Authorities Purchasing Policies empowers the Executive Director to proclaim the existence or threatened existence of a local emergency when the Authority is affected or likely to be affected by a public disaster and the Authority Board is not in session; and

WHEREAS, the Executive Director, acting as Director of Emergency Services, does find:

1. That conditions and threatened conditions of extreme peril to the safety of persons or property have arisen within the jurisdiction of the Authority, caused by severe wind and rainstorms commencing on December 31, 2022; and
2. That the Authority Board is not in session (and cannot immediately be called into session); and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists within the jurisdiction of the Authority; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions and duties of the emergency organization of the Authority shall be those prescribed by state law, by ordinances, and resolutions of the Authority, as approved by the Authority Board.

Dated: December 31, 2022



Joseph La Mariana Executive Director

SECOND RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY BY
THE EXECUTIVE DIRECTOR OF THE SOUTH BAYSIDE WASTE MANAGEMENT
AUTHORITY

WHEREAS, Section 3.12.480 of the South Bayside Waste Management Authority's Purchasing Policies empowers the Executive Director to proclaim the existence of a local emergency when South Bayside Waste Management Authority is affected or likely to be affected by a public calamity and the Authority Board is not in session; and

WHEREAS, the Executive Director, acting as Director of Emergency Services, does find:

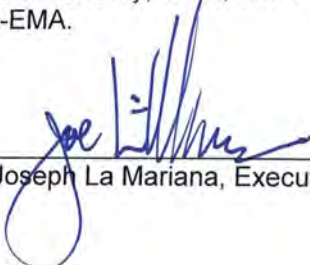
1. That conditions of extreme peril to the safety of persons or property have arisen within the jurisdiction of the Authority, caused by severe wind and rainstorms commencing on December 31, 2022; and
2. That these conditions are or are likely to be beyond the control of the services, personnel equipment and facilities of Authority; and
3. That the Board of the Authority is not in session and cannot immediately be called into session; and
4. That the emergency requires the Executive Director to request financial assistance from County, State, and Federal agencies, including but not limited to, FEMA and Cal-EMA.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the jurisdiction of the Authority; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of the Authority shall be those prescribed by state law, by ordinances, and resolutions of the Authority, as approved by the Authority Board.

IT IS FURTHER PROCLAIMED AND ORDERED that the Executive Director is authorized to request financial assistance from County, State, and Federal agencies, including but not limited to, FEMA and Cal-EMA.

Dated: January 3, 2023



Joseph La Mariana, Executive Director

STAFF REPORT

To: SBWMA Board of Directors
From: Jean Savaree, General Counsel
Date: January 26, 2023 Board of Directors Meeting
Subject: Discussion on Planning for Return to In Person Meetings of the Board of Directors, Technical Advisory Committee and Board Appointed Committees

Recommendation

It is recommended that the Board receive public comment, discuss the information in this staff report, and provide staff direction on the requested items at the end of this report.

Background

The Brown Act applies to “legislative bodies,” which includes the Board, the Technical Advisory Committee (TAC), and Board-appointed committees. Generally, the Brown Act requires those bodies to meet in person at set locations. However, since March 2020, bodies subject to the Brown Act have been able to meet remotely due to the COVID-19 pandemic. From March 2020 until October 2021, the authority to meet remotely was granted by the Governor’s Executive Order. In October 2021, the Governor rescinded that Executive Order and, in response, the Legislature adopted AB 361 on an emergency basis to allow legislative bodies to continue to meet remotely based on their own findings that doing so was necessary to stop the spread of COVID-19 and the imminent health risks it posed.

However, the ability to participate in meetings remotely under AB 361 requires that the Governor’s COVID-19 State of Emergency Declaration remain effective. On October 17, 2022, the Governor announced that he plans to rescind that Declaration on February 28, 2023. Barring a change to that plan, AB 361’s provisions allowing for remote meetings will sunset on that date. This will require all legislative bodies to resume compliance with the Brown Act, which generally requires that all members attend meetings in person at the set locations of those meetings. Therefore, the Board, TAC, and all Board-appointed Brown Act committees must resume in-person meetings as of March 2023.

Discussion

AB 2449 - Remote Participation for “Just Cause” or “Emergency Circumstances”

The California Legislature recently adopted AB 2449 as a transitional measure to assist in the move back to in-person meetings. Its provisions related to meeting attendance will apply once the Statewide Emergency Declaration is lifted on February 28, 2023 and will sunset January 1, 2026. Under AB 2449, a quorum of the legislative body must attend meetings in-person. However, members can participate remotely either for “just cause” or due to an “emergency circumstance” approved by the legislative body.

“Just Cause” Exception

The “just cause” exception to the requirement that members of a legislative body participate in person can only be used twice per calendar year by a member of the elected or appointed body and requires that one of the following circumstances exist:

- a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that necessitates remote participation
- a contagious illness that prevents a member from attending in person
- a need related to a physical or mental disability as defined by statute
- travel while on official business of the legislative body or another state or local agency

“Emergency Circumstance” Exception

The “emergency circumstances” exception can only be used for up to three consecutive months or 20% of the regular meetings of the legislative body within a calendar year, and requires the legislative body to find, by majority vote, that the member has a physical or medical emergency that prevents them from attending in person. Therefore, unlike the “Just Cause” exception that allows a member to assert the exception, a member will not be able to use the “Emergency Circumstance” exception unless the body to which they are a member votes to allow them to participate remotely.

Procedure for Attending Meetings Remotely Under AB 2449

Elected or appointed officials who have “just cause” or an emergency circumstance that would justify remote participation per AB 2449 must notify the body to which they are a member at the earliest opportunity and provide a general description of the circumstances justifying remote participation. If the description of circumstances warranting the use of an exception is given to staff prior to the agenda’s publication, it will be reflected in the agenda. If the “just cause” or emergency arises after the agenda is published, staff will alert the Mayor/Chair that the member will need to communicate the reason for attending remotely at the beginning of the meeting.

If “just cause” to attend the meeting remotely exists, the body need take no action to allow the remote participation, but the member must announce the circumstances that warrant use of the exception at the beginning of the meeting. For remote participation due to an “emergency circumstance,” the member must make a request to participate remotely at the beginning of the meeting. If the request is made prior to the agenda publication, the agenda for the meeting will include an action item to approve/deny the request. If the request is not made in time to be added to the agenda, the member may still make the request at the beginning of the meeting, but the legislative body can only consider the request after determining by a two-thirds vote to add the request to the agenda.

The Teleconference Exception

The Brown Act has, for a number of years, contained a limited exception to the rule that members of legislative bodies must attend meetings in-person. This exception allows one or more members of the body to participate by teleconference, meaning through a telephonic or video streaming service. However, this exception requires that:

- At least a quorum of the legislative body must participate from locations within the local agency’s jurisdiction;
- Each teleconference location must be specifically identified in the notice and agenda of the meeting, including a full address and room number, as may be applicable;
- Agendas must be posted at each teleconference location, even if a hotel room, place of business, or a

- residence;
- Each teleconference location, including a hotel room, place of business, or residence, must be accessible to the public and have technology, such as a speakerphone, to enable the public to participate from the location;
- The agenda must provide the opportunity for the public to address the legislative body directly at each teleconference location; and
- All votes must be by roll call.

Using this exception in the Brown Act, members of a legislative body can participate remotely if they effectively set up a secondary meeting location, which is publicly noticed and from which the member will participate along with any members of the public who wish to participate from that location. However, it should be noted that an individual member of a legislative body does not have the right to participate remotely, even if they have complied with these requirements, if the body itself meets in a set location and chooses not to teleconference with the member wishing to participate remotely. In other words, the legislative body is not obligated to allow remote participation by its members under this exception.

Staff requests that the Board discuss the teleconference exception and, specifically, whether any Board members intend to make use of this exception on a regular basis. If so, the Board should consider whether regular use of this exception by a member of the Board is an acceptable practice and whether it wishes to establish its own limits on how often a member will be allowed to participate in meetings via teleconference. The Board should also consider whether to set guidelines and/or limits on the use of the exception by members of the TAC and/or Board-appointed committees.

Meeting Format as of March 1, 2023

The provisions of the Brown Act that require in-person attendance only apply to members of legislative bodies and do not prohibit members of the public and/or staff from participating in meetings remotely. Although not required, the Board can elect to continue utilizing Zoom to allow members of the public and/or staff to attend and participate in meetings remotely. As such, staff seeks the Board's direction about whether to continue hosting meetings on Zoom for the benefit of the public, and if so, whether to continue this practice for all the Authority's Brown Act bodies.

Given that many members of the public have grown accustomed to participating in meetings via Zoom, it is likely that the public would utilize the option if the Authority continued offering Zoom as a method for participation. It would also allow members of staff to view or participate in meetings that they might not otherwise be required to attend. Further, it would simplify the mechanism through which members of the Authority's Brown Act bodies could avail themselves of the ability to attend meetings remotely under AB 2449's Just Cause and Emergency Circumstance exceptions.

As the Board considers whether to continue hosting meetings on Zoom, staff notes that doing so will require the Authority to ensure the availability of the Zoom connection to members of the public who choose to utilize the option. Thus, any disruption to the Zoom connection will require the meeting to stop until the Zoom connection is restored, even if all members of the body are physically present at the meeting. Providing a Zoom option to the public also incurs some administrative cost associated with facilitating the Zoom meeting, although this cost is negligible now that the Authority has identified a location for Board meetings but a location has not yet been identified for TAC meetings.

The Authority's attorney performed an informal poll of the councils and boards of sixteen cities and districts within the County and understands that all those bodies will return in March to in-person meetings with a Zoom option to allow remote public participation.

Conclusion

As the Brown Act and AB 2449 are established law and govern how the Authority must hold its public meetings going forward, there is no need to take formal action establishing how the Board intends to proceed at this time. However, staff asks that the Board provide direction on the following items:

- 1) Does the Board wish to continue hosting public meetings on Zoom to allow remote participation by members of the public and, if so, should the Authority host Zoom meetings for all or some of its Brown Act bodies (Board, TAC, and Board-appointed committees)?
- 2) Does the Board wish to review and potentially adopt a policy related to remote participation under the Brown Act's Teleconference Exception by members of the Board and/or the Authority's other Brown Act bodies?