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## Memorandum

**To:** Brisbane Mayor & City Council

**From:** Michael Roush, City Attorney  
Teresa L. Stricker, Deputy City Attorney 

**Date:** December 15, 2014

**Re: Incompatibility of Office for Parks and Recreation Commissioners**

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### RECOMMENDATION

Consider whether to repeal section 2.20.020 of the Brisbane Municipal Code to (1) permit Parks and Recreation Commission members to hold another public office or position with the City as permitted under state law, and (2) eliminate a residency requirement that duplicates a more general provision of the Municipal Code.

### SUMMARY

A member of the Parks and Recreation Commission was recently elected to the Brisbane School Board and was sworn in as a School Board member earlier this month. The Commissioner asked our office whether a Parks and Recreation Commission member may simultaneously hold a School Board position.

#### A. State Law Requirements

State law regulates the extent to which an individual may hold two public offices simultaneously. Those provisions do not, however, limit what other public offices a member of a purely advisory body, such as the Parks and Recreation Commission, may hold.

Rather, under state law, members of all City commissions or committees owe the City a duty of loyalty. That duty of loyalty requires a member of an advisory committee to recuse himself or herself, on a case-by-case basis, from considering any matter where the member may potentially have divided loyalties as a result of holding another office or position.



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**B. Section 2.20.020 of the Brisbane Municipal Code**

A unique feature of the City's Municipal Code goes farther than state law in restricting what offices or positions a Parks and Recreation Commission member may hold.

Specifically, Section 2.20.020 of the Municipal Code provides: "Members of the parks and recreation commission shall not hold any other public office or full-time position in the city, and shall at all times during their service be residents of the city." Under Section 2.20.020, a Parks and Recreation Commission member may not hold any other public office, including a position on the School Board.

The City has no similar requirement restricting what other offices or positions members of other City advisory committees or commissions may hold.

Based on our advice regarding the requirements of Section 2.20.020, prior to being sworn in as a School Board member, the affected Parks and Recreation Commissioner resigned from her position with the Commission.

**C. Option to Repeal Section 2.20.020**

At its meeting on December 11, 2014, the Council requested that we draft an ordinance to repeal section 2.20.020.

Repealing Section 2.20.020 would allow Parks and Recreation Commission members to hold another public office or full-time position with the City to the extent permitted under state law. Repealing section 2.20.020 would also eliminate a residency requirement imposed on Parks and Recreation Commissioners that unnecessarily duplicates the requirements of Section 2.16.010 of the Municipal Code which requires *all* City commission members to be City residents.

Should the Council choose to repeal section 2.20.020, the ordinance would take effect 30 days after the Council votes to approve the ordinance on a second reading. Once the ordinance takes effect, the Council would have the discretion to reappoint the former Parks and Recreation Commission member to any vacant seat on the Commission.



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#### **D. Enforcement Measures**

The Council requested that we outline the enforcement measures that exist for the Council to ensure that a Parks and Recreation Commission member who holds a seat on the School Board complies with his or her duty of loyalty to the City as required under state law.

Because all Parks and Recreation Commission determinations are purely advisory, all Parks and Recreation Commission actions come to the Council as recommendations for Council to approve, reject or modify in its discretion. As a result, Council is apprised of all Parks and Recreation Commission decisions. Should Council have a concern that a Parks and Recreation Commission member violated its duty of loyalty to the City, the Council may reject the Commission's recommendation on that matter, or choose to have the Commission reconsider the matter without the participation of that particular commissioner.

Further, the Council has adopted procedures for reprimanding or removing any Council-appointed commissioner. Those procedures are set forth in the Rules and Procedures for City of Brisbane's Commissions and Committees (adopted by the Council on May 6, 2013 by Resolution 2013-12), a copy of which is attached to this report. Under those Rules and Procedures, all members of commissions or committees appointed by the Council serve at the pleasure of the Council and may be removed from office at any time, with or without cause.

These provisions give the Council the power to reprimand or remove a commission member who fails comply with his or her duty of undivided loyalty to the City. Additionally, Council may choose to amend the Rules and Procedures to provide that any commission member who holds another public office automatically forfeits his or her commission seat should the Council determine, in its sole discretion, that the commissioner failed to comply with his or her duty of loyalty to the City.

Finally, state law provides for judicial remedies for enforcing a commissioner's duty of loyalty to the City.

#### **E. Guidelines**

The Council also asked our office to provide general guidelines a Parks and Recreation Commissioner who is also a member of the School Board should follow to comply with his or her duty of loyalty to the City.

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We have attached a copy of a September 2010 Cooperative Agreement for Shared Public Use between the City and the School District. (Although the attached version does not include a fully-executed signature page, we understand from staff this is the current version of the City's agreement with the School District.) That agreement provides a detailed overview of the overlapping relationship between the City's Parks and Recreation Department and the School District.

While it is not possible to predetermine every possible factual scenario where a problem may rise, based on the agreement between the City and the School District and information provided by staff, these guidelines should be used to determine when a Parks and Recreation Commission member's duty of loyalty to the City may be compromised because he or she is also a School Board member:

1. The commissioner participates on the Teen Services Subcommittee of the Parks and Recreation Commission, because, as we understand it, the Teen Services program is run by the School District with City funding.
2. The commissioner considers, as a Parks and Recreation Commission member or as a School Board member, whether or how to allocate City funds, resources or facilities for any facility, program or project run by, used by or benefiting the School District.
3. The commissioner considers, as a Parks and Recreation Commission member or School Board member, whether or how to allocate School District funds, resources or facilities for any facility, program or project run by, used by or benefiting the City or the general public.
4. In certain circumstances where the commissioner considers, as a Parks and Recreation Commission member or School Board member, a potential contract or agreement between the City and the School District (or any amendment, renewal or extension to such a contract or agreement). We recommend that the commissioner consult with the City Attorney for more guidance should this situation arise.
5. Other circumstances where the commissioner considers, as a Parks and Recreation Commission member or School Board member, matters involving



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potential interests of both the City and the School District. We recommend that the Commissioner consult with the City Attorney for more guidance in such circumstances.

It is important to note that these general guidelines address circumstances where the Parks and Recreation Commission member's duty of loyalty *to the City* may be compromised. There may be additional restrictions imposed on School Board members by state law or School District regulations.

We strongly recommend that the affected former Commissioner consult with the School District's legal counsel about any additional limitations that may exist from the School District's perspective on her ability to serve simultaneously as a School Board member and a Parks and Recreation Commission member.

**RESOLUTION NO. 2013-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BRISBANE ESTABLISHING RULES AND PROCEDURES FOR CITY  
COMMISSIONS AND COMMITTEES**

**WHEREAS**, various commissions and committees are currently operating in the City, having been established by ordinance or resolution of the City Council, including the Planning Commission, the Parks and Recreation Commission, the Open Space and Ecology Committee, and the Complete Streets Safety Committee; and

**WHEREAS**, some of the commissions and committees have adopted bylaws or rules of procedure to govern their proceedings or are subject to rules adopted by ordinance; and

**WHEREAS**, the City Council has determined that various inconsistencies exist between the separate sets of rules and procedures governing the operation of City commissions and committees, and has further determined that the existing rules and procedures fail to deal with certain subjects that the City Council believes should be addressed; and

**WHEREAS**, the City Council has concluded that uniform rules and procedures should be adopted to govern the operations of all City commissions and committees; and

**WHEREAS**, a proposed draft of Rules and Procedures For City of Brisbane Commissions and Committees has been presented to the City Council, a true copy of which is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the City Council has reviewed and considered the proposed Rules and Procedures and desires to adopt the same,

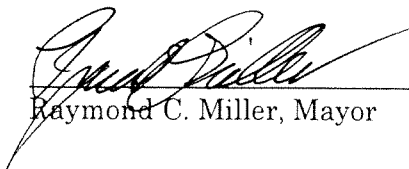
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Brisbane as follows:

1. The Rules and Procedures For City of Brisbane Commissions and Committees attached hereto as Exhibit "A" are hereby approved and adopted.

2. City Clerk shall transmit a copy of such Rules and Procedures to the chair of each City commission and committee, to be distributed to the members of each commission and committee at its next available meeting.

3. Each commission and committee is directed by the City Council to conduct a review of its own adopted bylaws, rules and procedures to determine whether any conflict or inconsistency exists between such bylaws, rules and procedures and the rules and procedures adopted by the City Council attached as Exhibit A to this Resolution, and if any conflict or inconsistency is found, the commission or committee is directed to make an appropriate modification to its bylaws, rules or procedures to bring them into conformity with Exhibit A.

4. This Resolution shall become effective immediately upon its adoption.

  
Raymond C. Miller, Mayor


I hereby certify that the foregoing Resolution No. 2013-12 was duly and regularly adopted at the regular meeting of the Brisbane City Council on May 6, 2013, by the following vote:

AYES: Councilmembers Conway, Lentz, O'Connell, and Mayor Miller

NOES: None

ABSTAIN: None

ABSENT: None

  
Sheri Marie Spediacci, City Clerk

**RULES AND PROCEDURES FOR  
CITY OF BRISBANE COMMISSIONS AND COMMITTEES**

**Adopted on May 6, 2013 by  
Brisbane City Council Resolution No. 2013-12**

The following rules and procedures are intended as guidelines for Commissions and Committees whose members are appointed by the City Council. These rules and procedures are intended to supplement any bylaws or procedural rules that have previously been adopted, or may be adopted in the future, by an individual commission or committee. However, in the event of any inconsistency or conflict between these rules and procedures and the rules and procedures adopted by any commission or committee, these rules and procedures, including any amendments that may hereafter be adopted by the City Council, shall be controlling.

**A. Internal Organization of Commission or Committee.**

It is the policy of the City Council that all persons appointed to serve on a City commission or committee be given an opportunity to assume a leadership position. The following rules are therefore adopted:

1. The chair and vice chair of each commission and committee shall be determined by majority vote of the members of that commission or committee.
2. The term of the chair and vice chair should be for one year. Upon the expiration of such term, the position of chair should normally be rotated to another member of the commission or committee.

**B. Conduct of Meetings; Role of Chair.**

1. The chair of the commission or committee may establish time limits for speakers, which may be applied generally to all items on the agenda, including oral communications, or to a specific agenda item on which numerous persons desire to speak.
2. Communications from members of the public should not generally be allowed after the public hearing or public input period has been closed. Members of the public are not entitled to interrupt the deliberations of the commission or committee, even if they disagree with statements being made.



3. Behavior by any member of the public that disrupts the orderly conduct of the meeting shall be grounds for ejecting that person from the meeting if he or she refuses to discontinue the behavior after being asked to do so by the chair. If decorum cannot be restored, the chair may suspend or adjourn the meeting.
4. The role of the commission or committee chair includes:
  - Consulting with City staff prior to the meeting for establishment of the agenda;
  - Helping the group determine whether it has all the information necessary and available to make a decision;
  - Where there are multiple points of view on what the best decision might be, encouraging decision-makers to share those views;
  - Actively listening to determine potential points of agreement and testing those points for actual agreement;
  - Managing any conflicts that may arise during the discussions;
  - Keeping the discussion on topic and moving forward toward a decision;
  - Ensuring that clear decisions are made;
  - Avoiding deviations from the agenda for the meeting;
  - Proceeding through the agenda items in an orderly and timely manner.

**C. Communications to Commission or Committee Members.**

It is important to establish an administrative record of proceedings conducted by a commission or committee, particularly if a recommendation is being made to the City Council or the decision is subject to appeal to the City Council or judicial review. Communications to the commission or committee by applicants or interested parties should therefore be made "on the record" to the extent possible.

1. Members who receive written communications from any person relating to an agenda item and expressly refer to such communication during the meeting should provide a copy of the communication to the City prior to the meeting so that it can be included in the packet, or if there is no opportunity to do so, the member should make copies of the communication for distribution at the meeting to other members, City staff, and the public.

2. Members should not send or receive text messages during a meeting relating to an item on the agenda for that meeting, particularly during the time when the item is being considered by the commission or the committee.

**D. Absences or Failure to Perform Duties.**

Acceptance of appointment to a City commission or committee involves a commitment of time to attend meetings and to be generally available to conduct the business of the commission or committee. Accordingly, the City Council intends to utilize, as a guideline, the rules of attendance and performance of duties applicable to municipal officers as set forth in Sections 36513 and 1770 of the Government Code, as follows:

1. A commission or committee member should not be absent without permission from all regular commission or committee meetings for:
  - (a) Sixty (60) consecutive days from the last regular meeting he or she attended; *provided, however*, if the commission or committee meets less than twice a month, the member should not be absent without permission for more than two (2) consecutive meetings from the last regular meeting that he or she attended (Source: Govt. Code §36513);  
or
  - (b) Twenty percent (20%) or more of all regular commission or committee meetings conducted during any twelve (12) month period.

Permission for a longer absence may be granted by majority vote of the member's commission or committee. A member who is absent without permission for a greater period of time is subject to reprimand or removal by the City Council.

2. A commission or committee member who ceases to discharge the duties of his or her membership on the commission or committee for a period of three consecutive months, except when prevented by illness or when absent with the permission of the commission or committee, shall be subject to reprimand or removal by the City Council. (Source: Govt. Code §1770).
3. The granting by a commission or committee of permission for an absence by one of its members shall not preclude the City Council from reviewing the reason or legitimacy of such absence and the City Council reserves the right to reprimand or remove a member who is absent, with or without permission, whenever the City Council deems such action to be appropriate under the circumstances.

## **E. Reprimand or Removal of Member**

Members of City commissions and committees serve at the pleasure of the City Council and may be removed at any time, with or without cause. The City Council may also issue a reprimand to a member who has committed an act or omission that the City Council determines is inconsistent with the duties or responsibilities of the office that he or she holds. In the event the City Council decides to consider a reprimand or removal for cause, the following procedure will generally be followed, unless the circumstances are such that an immediate removal is deemed appropriate:

1. The City Council may direct the Mayor to send the member a notice of the Council's intent to consider disciplinary action against the member, stating in reasonable detail the reasons why such action is being considered. The notice shall also indicate the time and place of a Council meeting at which the subject shall be on the agenda. Such meeting may be a regular meeting of the City Council or a special meeting called only for the purpose of considering whether any disciplinary action should be taken and if so, the nature of such action.
2. If the member desires to continue his or her service on the commission or committee, the member may submit a response to the notice, either before or during the meeting, stating the reasons why the member believes that no disciplinary action should be taken. If the member resigns prior to the Council meeting, the item shall be removed from the agenda, or the special meeting, if called, shall be cancelled.
3. After consideration of any response to the notice submitted by the member, the City Council, in its sole discretion, may take any disciplinary action it deems appropriate, including issuance of a warning or reprimand, issuance of a directive for certain corrective action to be taken by the member, or removal of the member from his or her commission or committee.
4. A notice of intent to consider removal of a commission or committee member shall not be required if the removal is being made by the City Council without cause.

**COOPERATIVE AGREEMENT FOR PROVISION OF EMERGENCY  
SHELTER AND ALTERNATE CARE SITES**

**THIS AGREEMENT**, effective as of \_\_\_\_\_, 2010 by and between THE CITY OF BRISBANE ("City"), and THE BRISBANE SCHOOL DISTRICT ("District") is made with reference to the following facts:

A. The parties desire to provide emergency shelters for use as temporary mass care shelters for the victims of disasters or for emergency staff and responders, and to provide alternate care sites for emergency medical treatment and inoculations, and food service and logistics staging areas.

B. District owns and operates the BRISBANE ELEMENTARY SCHOOL at 700 San Bruno Avenue and LIPMAN MIDDLE SCHOOL at 1 Solano Avenue (collectively, "School Facilities") in Brisbane.

C. City owns and operates the MISSION BLUE CENTER ("MBC") at 475 Mission Blue Drive in Brisbane.

**NOW, THEREFORE, the parties agree as follows:**

**1. District Responsibilities**

(a.) After meeting its own emergency responsibilities to pupils and staff, District will permit, to the extent of its ability and upon request from City, the use of School Facilities as emergency shelters and alternate care sites.

(b) Prior to permitting use of School Facilities by City, District will evaluate the facility, and to the extent possible, secure any valuable property not required for shelter operations.

(c) District will periodically, and upon request from City, update facility and contact information as provided for in Addendum #1 to this Agreement.

(d) District may, upon request from City, provide District personnel to assist staffing the emergency shelter and/or alternate care site as Disaster Service Workers pursuant to California Government Code 3100 et. seq., provided that the parties agree on the terms of financial reimbursement for personnel costs prior to their assignment.

**2. City Responsibilities**

(a) City will, when normal communications methods are possible, contact District staff listed in Addendum #1 to this Agreement to initiate use of School Facilities.

(b) City will exercise reasonable care in the conduct of its activities in School Facilities and make every reasonable effort to leave the facilities in the condition in which they were received, and will reimburse District when provided with documented cost information of damage to the facilities as a result of its use as an emergency shelter or alternate care site, and/or documented cost information of District consumables used during such activities.

City staff shall take photographs of the School Facilities prior to commencing emergency shelter operations. Damage or loss to District facilities and equipment shall be presumed to have occurred during the use of the School Facilities as an emergency shelter if the photographs depicting the condition of the facilities and equipment prior to their use for emergency purposes do not include evidence of damage that is existing at the conclusion of the use of the School Facilities for emergency purposes.

(c) City will periodically, and upon request from District, update facility and contact information as provided for in Addendum #1 to this Agreement.

(d) City will provide mass care and shelter operations training to District staff upon District's request.

(e) In the event that School Facilities are so severely damaged during a disaster that District is unable to provide temporary shelter to pupils and staff, City will provide space in MBC for District pupils and staff.

### 3. **Joint Responsibilities**

(a) The parties agree that it is impossible to predict the magnitude of a future disaster and the ensuing response and recovery period. The term of City's use of School Facilities is anticipated to be no more than forty-eight (48) hours for events/incidents when a disaster is not declared. If a disaster has been declared, the parties agree that City's use of the facilities could extend beyond twelve (12) days. Upon reaching the tenth day of continuous use, City, District and representatives of other stakeholder agencies (i.e., the American Red Cross) will meet weekly to evaluate the necessity for continued use of the facilities, the availability of alternative sites, the expected recovery period, potential co-use of the facilities, and other matters deemed necessary to establish a date for termination of City's use.

(b) The parties agree that co-use of the School Facilities may be necessary to the extent that they are able to function safely and effectively as a school.

(c) If City and District representatives are unable to establish a mutually agreed upon termination date of City's use of School Facilities, this date will be selected by Dispute Resolution as described in paragraph 4 of this Agreement.

### 4. **Dispute Resolution.**

(a) Resolution by the Parties. In the event of any disagreement between the parties, the matter will be referred to the City Manger of City and the Superintendent of District, who shall meet and attempt to resolve the dispute. If they are unable to agree,

the City Council shall appoint two of its members and the District Board of Trustees shall appoint two of its members and these representatives shall meet as a 2x2 Committee for the purpose of considering the matter(s) in controversy. The decision by the 2x2 Committee shall be final and binding on both parties.

(b) Resolution Through Mediation. If, and only if, the 2x2 Committee is unable to arrive at a final decision, they shall retain the services of an independent mediator who shall thereafter preside over the Committee meetings and attempt to facilitate a settlement of the disputed matter. The cost of the mediator shall be divided equally between the parties. It is agreed that neither party shall initiate any claim or lawsuit for breach or default under this Agreement alleged to have been committed by the other party without the matter having first been submitted to mediation and all efforts toward arriving at a negotiated settlement as described hereunder have been exhausted.

## 5. **Indemnification.**

(a) Indemnification of District. In accordance with Government Code Section 895.4, City shall fully indemnify, defend, and hold District, and its officers, officials, agents, employees and volunteers harmless from all claims, suits or actions of every name, kind and description, including but not limited to reasonable attorney's fees and other costs of defense, resulting from the City's use of property belonging to District.

(b) Indemnification of City. In accordance with Government Code Section 895.4, District shall fully indemnify, defend, and hold City, and its officers, officials, agents, employees and volunteers harmless from all claims, suits or actions of every name, kind and description, including but not limited to reasonable attorney's fees and other costs of defense, resulting from the negligent acts or omissions of District, its officers, agents, employees or invitees who are acting as District employees during co-use of the Facilities. This defense and indemnification obligation does not extend to District officers, officials, agents, employees and volunteers who are serving as Emergency Service Workers under the direction and control of the City and/or another aid agency (e.g., the American Red Cross) or who are recipients of aid at the emergency shelter..

(b) Concurrent Negligence. In the event of concurrent negligence of District, its officers, officials, agents or employees, and City, its officers, officials, agents or employees, then the liability for any and all claims, suits or actions of every name, kind and description arising out of this Agreement shall be apportioned between the parties under the established California rules of comparative negligence with each party bearing its own attorney's fees and costs.

## 6. **Notices.**

Any notices required or permitted to be given to the other party under this Agreement shall be in writing and shall be either personally delivered to the other party or sent by certified mail, return receipt requested, addressed to the other party as follows:

TO CITY: Randy Breault  
Director of Office of Emergency Services  
City of Brisbane  
50 Park Place  
Brisbane, CA 94005

TO DISTRICT: Toni Presta, Superintendent  
Brisbane Elementary School District  
1 Solano Street  
Brisbane, CA 94005

Either party may change its address by providing notice to the other party as set forth above.

**7. Excuse of Performance.**

Notwithstanding any other provision of this Agreement to the contrary, any failure by City or District to perform any duty or obligation set forth in this Agreement shall not be deemed a breach of or default in the performance of this Agreement if such failure to perform is caused by fire, earthquake, flood, hurricane, the elements, acts of God or the public enemy; actions, restrictions, limitations or interference of other governmental authorities or their agents; enforcement of applicable provisions of federal, state or local law; war; invasion; insurrection; rebellion; riots; strikes or lockouts; or inability to perform which is beyond the reasonable control of City or District.

**8. Miscellaneous Provisions.**

(a) Authorization and Amendment. Each party represents and warrants to the other that the persons signing this Agreement have been duly authorized to do so by the party's governing body. This Agreement can only be amended by a written amendment duly executed by each of the parties pursuant to further authorization conferred by the governing body of each party.

(b) Entire Agreement. This Agreement represents the entire agreement between the parties concerning the subject matter hereof and supersedes and cancels all prior agreements and understandings, whether written or verbal.

(c) Waiver. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision, section, or any portion thereof unless such party acknowledges in writing that it is waiving that provision, section, or any portion thereof under this Agreement.

(d) Severability. In the event any provision of this Agreement is deemed unenforceable, it may be severed from the Agreement and the remainder of the Agreement shall be deemed fully enforceable and binding upon the parties.


(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and, taken together, shall constitute a single agreement.

(f) Termination. In the event that either party wishes for any reason to terminate this Agreement and its obligations hereunder, it may do so by providing one (1) year's prior written notice of intent to terminate to the other party.

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

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**THE CITY OF BRISBANE**

By:   
RANDY BREAUT,   
Director of Public Works/City Engineer

Approved as to form:

  
Harold S. Toppel, City Attorney

**THE BRISBANE SCHOOL DISTRICT**

By: \_\_\_\_\_  
TONI PRESTA,  
Superintendent

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_  
District Counsel



**Addendum 1 Contact Information**

Brisbane School District

Name	Home Address	Home Phone	Cell Phone	Office Phone

Brisbane Elementary School

Name	Home Address	Home Phone	Cell Phone	Office Phone

Lipman Middle School

Name	Home Address	Home Phone	Cell Phone	Office Phone

City of Brisbane

Name	Home Address	Home Phone	Cell Phone	Office Phone

**ORDINANCE NO. 593**

**AN ORDINANCE OF THE CITY OF BRISBANE REPEALING SECTION 2.20.020 OF THE MUNICIPAL CODE**

**WHEREAS**, Section 2.20.020 of the Brisbane Municipal Code prohibits members of the Parks and Recreation Commission from holding another public office or full-time City position, and requires Parks and Recreation Commission members to be City residents;

**WHEREAS**, the residency requirement in Section 2.20.020 duplicates a more general requirement in Section 2.16.010 of the Brisbane Municipal Code which provides that members of *all* City commissions must be City residents;

**WHEREAS**, the City does not prohibit members of other commissions or committees from holding another public office or full-time position with the City;

**WHEREAS**, the Parks and Recreation Commission is a purely advisory body that makes recommendations to the City Council on matters pertaining the Parks and Recreation Department;

**WHEREAS**, although state law regulates the circumstances under which an individual may hold two public offices simultaneously, those regulations do not limit what other public offices a member of a purely advisory body may hold;

**WHEREAS**, under state law, members of all City commissions or committees, including members of advisory bodies, owe a duty of loyalty to the City and must recuse themselves from considering any matter where they would potentially have divided loyalties as a result of holding another office or position;

**WHEREAS**, because all Parks and Recreation Commission actions come to the City Council as recommendations for Council to approve, reject or modify in its discretion, should the City Council have a concern that a Parks and Recreation Commission member failed to comply with its duty of loyalty to the City, the Council may reject the Commission's recommendation on that matter, or choose to have the Commission reconsider the matter without the participation of that particular commissioner;

**WHEREAS**, under the Rules and Procedures for City of Brisbane's Commissions and Committees (adopted by the City Council on May 6, 2013 by Resolution 2013-12), all members of commissions or committees appointed by the City Council serve at the pleasure of the City Council and may be removed from office at any time, with or without cause;

**WHEREAS**, under those Rules and Procedures, the City Council may reprimand or remove any appointed-commission or committee member who fails to comply with his or her duty of loyalty to the City; and

**WHEREAS**, the City Council finds that by prohibiting Parks and Recreation Commission members from holding another public office or a full-time position with the City, Section 2.20.020 unnecessarily restricts the pool of qualified candidates the City Council has authority to appoint to the Parks and Recreation Commission.

**The City Council of the City of Brisbane hereby ordains as follows:**

**SECTION 1:** Section 2.20.020 of the Municipal Code is repealed in its entirety.

The above and foregoing Ordinance was regularly introduced and after the waiting time required by law, was thereafter passed and adopted at a regular meeting of the City Council of the City of Brisbane held on the \_\_\_ day of \_\_\_\_\_, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Terry O'Connell, Mayor

ATTEST:

\_\_\_\_\_  
Sheri Marie Spediacci, City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Teresa L. Stricker, Deputy City Attorney