COUNCILMEMBERS
Melissa Hernandez, Mayor
Jean Josey, Vice Mayor
Shawn Kumagai, Councilmember
Dr. Sherry Hu, Councilmember
Michael McCorriston, Councilmember

Dublin Civic Center
100 Civic Plaza
Dublin, CA 94568
www.dublin.ca.gov

DUBLIN
CALIFORNIA

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, January 11, 2022 **Location: Electronic Methods**

CLOSED SESSION 6:00 PM
REGULAR MEETING 7:00 PM

Meeting Procedure During Coronavirus (COVID-19) Outbreak: Pursuant to AB 361, the City is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public, without making available any physical location for the public.

- The Dublin City Council will hold this meeting remotely via Zoom Video Communications.
- Per normal practice, the meeting will be livestreamed and available at www.tv30.org for viewing and also broadcast live on Comcast T.V. channel 28 beginning at 7:00 p.m. This meeting will also be available on City's website: https://dublin.ca.gov/ccmeetings
- Online speaker slips will be available at 10:00 a.m. at https://dublin.ca.gov/ccmeetings, and the public will be able to call in using a computer/or smart phone via a link which will be provided following submission of a speaker slip. A telephonic option will also be available.
- Once connected, the public speaker will be connected to the Zoom webinar as an attendee and muted. The speaker will be able to see the meeting from inside Zoom.
- When the agenda item upon which the individual would like to comment is addressed, the speaker will be announced in the meeting when it is his/her time to speak to the City Council. The speaker will then be unmuted for comment.

How to submit public comment on the Closed Session items:

- Please click the link below to join the webinar via computer audio:
- https://dublinca.zoom.us/j/82850653784
- Or Telephone: +1 669 900 9128 US (San Jose)
  Webinar ID: 828 5065 3784
- The Mayor will open a Public Comment period. You will be given the opportunity to speak at that time. The City Council will then recess to Closed Session.

CLOSED SESSION 6:00 PM

I. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case.

II. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case.
Facts and circumstances: Letter from Kevin Shenkman to City Clerk, dated December 29, 2021

REGULAR MEETING 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. ORAL COMMUNICATIONS

3.1 Employee Introductions
New City of Dublin Staff members, Anthony Calvo, Recreation Coordinator and Kim Bonato, Senior Office Assistant with Parks and Community Services and Janice Spuller, Senior Office Assistant with the City Manager's Office, will be introduced.

STAFF RECOMMENDATION:
Welcome new City of Dublin Staff members.
Staff Report

3.2 2021 Sponsor Recognition
The City Council will recognize sponsors who contributed to City events, programs, and facilities in 2021.

STAFF RECOMMENDATION:
Recognize the 2021 sponsors.
Staff Report
Attachment 1 - 2021 City of Dublin Sponsor List
Item 3.2 - PowerPoint Presentation

3.3 Recognition of the 2021 "Deck the Homes" Holiday Home Decorating Contest Winners
The City Council will present Certificates of Recognition to the winners of the 2021 "Deck the Homes" Holiday Home Decorating Contest.

STAFF RECOMMENDATION:
Present Certificates of Recognition to the 2021 "Deck the Homes" Holiday Home Decorating Contest winners.
Staff Report
Attachment 1 - 2021 Holiday Home Decorating Winners
Attachment 2 - 2021 Home Holiday Decorating Contest Flyer
Item 3.3 - PowerPoint Presentation

3.4 Public Comment

At this time, the public is permitted to address the City Council on non-agendized items. Please step to the podium and clearly state your name for the record. COMMENTS SHOULD NOT EXCEED THREE (3) MINUTES. In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may request Staff to report back at a future meeting concerning the matter. Any member of the public may contact the City Clerk's Office related to the proper procedure to place an item on a future City Council agenda. The exceptions under which the City Council MAY discuss and/or take action on items not appearing on the agenda are contained in Government Code Section 54954.2(b)(1)(2)(3).

4. CONSENT CALENDAR

Consent Calendar items are typically non-controversial in nature and are considered for approval by the City Council with one single action. Members of the audience, Staff or the City Council who would like an item removed from the Consent Calendar for purposes of public input may request the Mayor to remove the item.

4.1 Approval of the December 21, 2021 Special and Regular City Council Meetings Minutes

The City Council will consider approval of the minutes of the December 21, 2021 Special and Regular City Council Meetings.

STAFF RECOMMENDATION:

Approve the minutes of the December 21, 2021 Special and Regular City Council Meetings.

Staff Report

Attachment 1 - December 21, 2021 Special City Council Meeting Minutes

Attachment 2 - December 21, 2021 Regular City Council Meeting Minutes

4.2 Approval of Grant Agreement with the Three Valleys Community Foundation

The City Council will consider a Grant Agreement with the Three Valleys Community Foundation.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Grant Agreement Between the Three Valleys Community Foundation and the City of Dublin.

Staff Report

Attachment 1 - Resolution Approving the Grant Agreement Between the Three Valleys Community Foundation and the City of Dublin

Attachment 2 - Exhibit A to the Resolution - Grant Agreement Between the Three Valleys Community Foundation and the City of Dublin

4.3 Adopt-a-Bench Program

The City Council will consider approval of the new Adopt-a-Bench Program.

STAFF RECOMMENDATION:

Approve the Adopt-a-Bench Program.

Staff Report

4.4 Dublin Camp Parks Military History Center Memorandum of Understanding

The City Council will consider a Memorandum of Understanding between the City and Parks Reserve Forces Training Area for joint operation of the Dublin Camp Parks Military History Center.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Memorandum of Understanding Between the City of Dublin and Parks Reserve Forces Training Area Regarding Joint Operation of the Dublin Camp Parks Military History Center.
Staff Report
Attachment 1 - Resolution Approving a Memorandum of Understanding Between the City of Dublin and Parks Reserve Forces Training Area Regarding Joint Operation of the Dublin Camp Parks Military History Center
Attachment 2 - Exhibit A to the Resolution - MOU between City of Dublin and Parks Reserve Forces Training Area

4.5 Youth Mini Grant Funding Recommendations Approval

The City Council will consider approving the Youth Advisory Committee Mini Grant Program recommended funding allocations.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Funding Recommendations for Fiscal Year 2021-22 for the Youth Advisory Committee Mini Grant Program.
Staff Report
Attachment 1 - Resolution Approving Funding Recommendations for Fiscal Year 2021-22 for the Youth Advisory Committee Mini Grant Program
Attachment 2 - YAC Mini Grant Rating Form
Attachment 3 - Fiscal Year 2021-22 Mini Grant Applications and Proposals

4.6 Payment Issuance Report and Electronic Funds Transfers

The City Council will receive a listing of payments issued from December 1, 2021 - December 31, 2021 totaling $8,816,835.54.

STAFF RECOMMENDATION:

Receive the report.
Staff Report
Attachment 1 - Payment Issuance Report for December 2021

4.7 Authorizing Remote Meetings of City Council and City Commissions Due to Increase in COVID-19 Cases

From March 2020 through September 2021, the City conducted meetings of its legislative bodies remotely pursuant to various executive orders that suspended certain Brown Act provisions. In October, the City returned to in- person meetings and at the same time state law changed to require certain findings to be made for an agency to meet remotely. Under the new law, AB 361, the City can conduct virtual meetings where the Governor has proclaimed a State of Emergency and state or local health officials have imposed or recommended social distancing or where the City Council has declared the need to meet remotely due to imminent risks to the health or safety of attendees. The current substantial increase in cases resulting from the Omicron variant lead Staff to conclude that it would be prudent for the City Council and City Commissions to meet virtually for at least the next 30 days. The City Council will consider adopting a resolution that would allow for virtual meetings for the next 30 days.

STAFF RECOMMENDATION:

Adopt the **Resolution** Finding That There Is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Remote

Teleconferenced Meetings of the Legislative Bodies of the City of Dublin for the 30-Day Period Beginning January 11 Pursuant to AB 361.
Staff Report
Attachment 1 - Resolution Authorizing Remote Teleconferenced Meetings of the Legislative Bodies of the City of Dublin for the 30-Day Period Beginning January 11 Pursuant to AB 361

4.8 City Council Participation in the St. Patrick's Day Parade
The City Council will consider participating in the 2022 St. Patrick's Day Parade by riding as a group on a decorated float.
STAFF RECOMMENDATION:
Direct Staff to proceed with securing and decorating a float to be used by the City Council during the parade.
Staff Report

5. WRITTEN COMMUNICATION – None.

6. PUBLIC HEARING – None.

7. UNFINISHED BUSINESS

7.1 Community Workforce Agreement with the Building and Construction Trades Council of Alameda County and Affiliated Unions
The City Council will consider approving a Community Workforce Agreement with the Building and Construction Trades Council of Alameda County and affiliated unions. The proposed Community Workforce Agreement would cover all public works projects valued at or over $1,000,000 and will ensure there are no labor issues related to major construction projects while bolstering local efforts to connect residents with careers in the building and construction trades.
STAFF RECOMMENDATION:
Adopt the **Resolution** Approving the Community Workforce Agreement between the City of Dublin and the Building and Construction Trades Council of Alameda County and its Affiliated Unions.
Staff Report
Attachment 1 - Resolution Approving the Community Workforce Agreement between the City and the Building and Construction Trades Council of Alameda County
Attachment 2 - Exhibit A to the Resolution -- Community Workforce Agreement between the City and the Building and Construction Trades Council of Alameda County
Attachment 3 - Previous Staff Reports on CWAs
Item 7.1 - PowerPoint Presentation

8. NEW BUSINESS

8.1 Draft 2022 City of Dublin Legislative Platform
The City Council will receive a report on the Draft 2022 Legislative Platform, which guides the City's response to potential and pending legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets at all levels of government, and provide direction to Staff.

STAFF RECOMMENDATION:
Receive the report and provide direction.
Staff Report
Attachment 1 - Draft 2022 Legislative Platform
Attachment 2 - Redlined Draft 2022 Legislative Platform
Item 8.1 - PowerPoint Presentation

9. OTHER BUSINESS

Brief information only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expense (AB1234).

10. ADJOURNMENT

This AGENDA is posted in accordance with Government Code Section 54954.2(a)

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the City Clerk's Office (925) 833-6650 at least 72 hours in advance of the meeting.

Mission

The City of Dublin promotes and supports a high quality of life, ensures a safe and secure environment, fosters new opportunities, provides equity across all programs, and champions a culture of diversity and inclusion.

Agenda Item 3.1

STAFF REPORT
CITY COUNCIL

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Employee Introductions
Prepared by: Bridget Amaya, Assistant Parks and Community Services Director

EXECUTIVE SUMMARY:

New City of Dublin Staff members, Anthony Calvo, Recreation Coordinator and Kim Bonato, Senior Office Assistant with Parks and Community Services and Janice Spuller, Senior Office Assistant with the City Manager's Office, will be introduced.

STAFF RECOMMENDATION:

Welcome new City of Dublin Staff members.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin Staff members, Anthony Calvo, Recreation Coordinator and Kim Bonato, Senior Office Assistant with Parks and Community Services and Janice Spuller, Senior Office Assistant with the City Manager's Office, will be introduced to the City Council.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 3.2

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: 2021 Sponsor Recognition
Prepared by: Lauren Marriott, Recreation Coordinator

EXECUTIVE SUMMARY:

The City Council will recognize sponsors who contributed to City events, programs, and facilities in 2021.

STAFF RECOMMENDATION:

Recognize the 2021 sponsors.

FINANCIAL IMPACT:

The City received $49,300 in cash sponsorships and $8,200 in in-kind sponsorships in 2021. Sponsorships help offset the cost of producing special events and operating City programs and facilities, reducing the overall impact on the General Fund.

DESCRIPTION:

Through its Donation and Sponsorship Policy, the City invites and encourages local businesses and corporations to partner as sponsors of the City, providing cash or in-kind contributions to support City events, programs, and facilities, in exchange for appropriate sponsorship recognition. Sponsors who contributed in 2021 are listed in Attachment 1.

The City Council does not need to take any action beyond recognizing the sponsors. According to the Donation and Sponsorship policy adopted by the City Council in 2017, the City Council is only required to formally accept donations above $45,000.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) 2021 City of Dublin Sponsor List

2021 Donations & Sponsorships

EVENT OR DEPARTMENT	CASH	IN-KIND
ST. PATRICK'S DAY CELEBRATION		
Comcast	$4,000.00	
Dick's Sporting Goods		$3,000.00
Hacienda Crossing		Use of Parking Lot
Safeway	$2,000.00	
Lucky California	$2,000.00	
Empower Martial Arts	$750.00	
Boyce Mangin for Stanford Children's Health	$750.00	
Graybar	$900.00	
Stanford Health Care - Valley Care	$750.00	
IBEW 595	$750.00	
Kaiser Permanente Senior Advantage	$500.00	
Pacific Catch	$500.00	
Alameda County Transportation Commission	$500.00	
Rowhouse Pleasanton	$250.00	
Sign Dreamers of Tri Valley		$150.00
Tri-Valley Tri Club		$750.00
St. Patricks Day Total:	**$13,650.00**	**$3,900.00**
EGGSTRAVAGANZA		
Cool Earth Solar	$1,000.00	
Lucky California	$300.00	
Fit Potato	$150.00	
Eggstravaganza Total:	**$1,450.00**	**$0.00**
FARMERS MARKET		
Rowhouse Pleasanton	$300.00	
Solar Bill Review	$3,400.00	
Savemart	$250.00	
Hooked on Solar	$600.00	
Music Together Tri-Valley	$50.00	
Empower Marital Arts	$1,250.00	
New York Life	$600.00	
Orangetheory Fitness	$300.00	
Kids Care Dental	$500.00	
Keypoint Credit Union	$1,400.00	
Waterford Pediatrics & Ortho	$300.00	
Hope Hospice	$900.00	
Edward Jones Investments	$300.00	
Welks Group	$1,500.00	
Goodguys	$300.00	
Bay Area Bhangra Empire	$300.00	
Zone 7	$50.00	
Farmers Market Total:	**$12,300.00**	**$0.00**
PICNIC FLIX		
Solar Bill Review	$2,000.00	
Empower Marital Arts	$900.00	
Baylight Baptist Church	$1,350.00	
Kids Care Dental	$450.00	
Waterford Pediatrics & Ortho	$700.00	

Kaiser Permanente Senior Advantage	$100.00	
Picnic Flix Total:	**$5,500.00**	**$0.00**
SPLATTER		
Baylight Baptist Church	$2,000.00	
Cool Earth Solar	$1,000.00	
Solar Bill Review	$1,000.00	
Learning ARTS	$1,000.00	
Professional Powerwashing Maintenance	$1,000.00	
Rotary Club of Dublin	$500.00	
Doubletree by Hilton Pleasanton at the Club		$1,000.00
Hope Hospice	$450.00	
Sign Dreamers of Tri Valley		$150.00
Splatter Total:	**$6,950.00**	**$1,150.00**
HARVEST FAIR / FLOATING PUMPKIN PATCH		
Cool Earth Solar	$500.00	
Gogo Squeeze		Applesauce
Kids Care Dental	$500.00	
Lucky California		Pumpkins
Empower Marital Arts	$300.00	
Harvest Fair Total:	**$1,300.00**	**$0.00**
TREE LIGHTING		
UDR	$350.00	
Office of the Auditor-Controller/Clerk-Recorder	$300.00	
East BayCommunity Energy	$250.00	
Kids Care Dental	$250.00	
Cool Earth Solar	$350.00	
East West Kung Fu	$300.00	
Tree Lighting Total:	**$1,800.00**	**$0.00**
BREAKFAST WITH SANTA		
UDR	$350.00	
East BayCommunity Energy	$250.00	
Kids Care Dental	$250.00	
Breakfast with Santa Total:	**$850.00**	**$0.00**
IMAGINE PLAYGROUND OPENING		
Sign Dreamers of Tri Valley		$150.00
Imagine Playground Opening Total:	**$0.00**	**$150.00**
SENIOR CENTER		
Senior Center Foundation		$3,000.00
Gurminder Tumber	$1,000.00	
Effort Initative	$1,500.00	
Kaiser Permanente Senior Advantage	$2,500.00	Senior Engagement Supplies
WellCare	$500.00	Senior Engagement Supplies
ACE Home Health Care and Hospice		Senior Engagement Supplies
Visiting Angels		Senior Engagement Supplies
Creating New Hope		Senior Engagement Supplies
Aetna		Senior Engagement Supplies
IASF		Senior Engagement Supplies
The WellNest		Senior Engagement Supplies
Senior Center Total:	**$5,500.00**	**$3,000.00**
Grand Total:	**$49,300.00**	**$8,200.00**

DUBLIN
CALIFORNIA

2021 City Sponsor Recognition

January 11, 2022
City Council Meeting – Item 3.2

2021 Sponsorship Overview

- $49,300 received in cash sponsorships.
- $8,200 received in in-kind sponsorships.
- Funds and donated goods are used to offset the costs of producing special events and running programs, facilities and services.

St. Patrick's Day Celebration













Spring Eggstravaganza





Farmers Market and Summer Concert Series















Picnic Flix







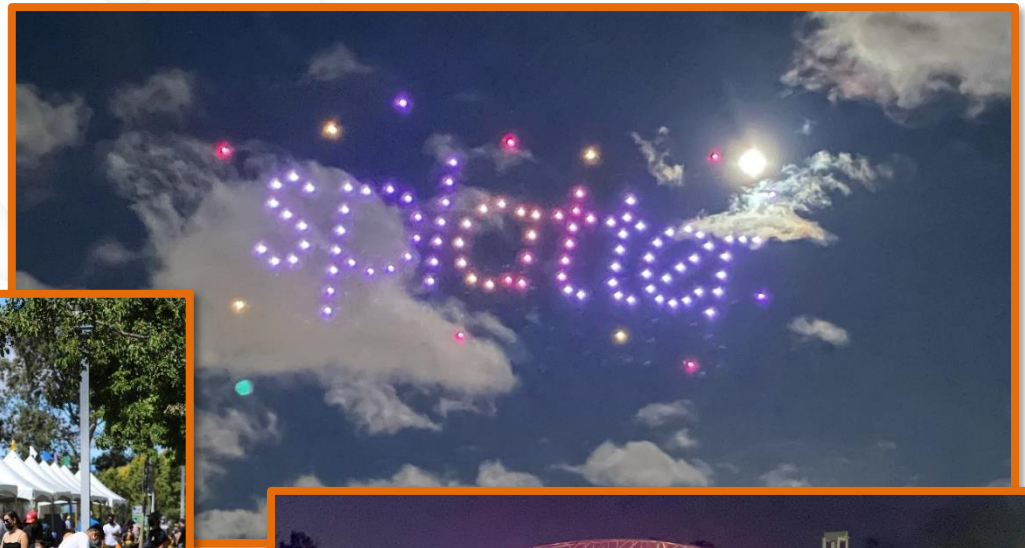






Splatter


SPLATTER
2021






GLOBAL COMPANY
LOCAL SUPPORT
SMALLER BILL


orangetheory
FITNESS


splatter

Harvest Fair













Tree Lighting













Breakfast with Santa





Imagine Playground Grand Opening









Senior Center Drive-Thru Events











Thank you to all sponsors!



SAFEWAY

Welk RESORTS

Lucky California



EMPOWER MARTIAL ARTS



THE SOLAR BILLREVIEW TEAM

SUNPOWER®
Authorized Dealer

xfinity



KAISER PERMANENTE®

KEYPOINT CREDIT UNION



coolearth solar











Agenda Item 3.3

STAFF REPORT
CITY COUNCIL

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Recognition of the 2021 "Deck the Homes" Holiday Home Decorating Contest Winners
Prepared by: Tyler Phillips, Heritage and Cultural Arts Supervisor

EXECUTIVE SUMMARY:

The City Council will present Certificates of Recognition to the winners of the 2021 "Deck the Homes" Holiday Home Decorating Contest.

STAFF RECOMMENDATION:

Present Certificates of Recognition to the 2021 "Deck the Homes" Holiday Home Decorating Contest winners.

FINANCIAL IMPACT:

Expenses for the program are included in the annual operating budget.

DESCRIPTION:

Background
The "Deck the Homes" Holiday Home Decorating Program is intended to encourage and celebrate those residents who decorate their homes for the holidays. The Parks and Community Services Department organizes the program and utilizes the Parks and Community Services Commissioners to serve as the judges.

Individual homes are judged in five categories and a best overall is selected by the contest judges. Winners receive a yard sign, gift card from a local business, and Certificate of Recognition from the City Council. Staff promote the participants via various communication channels including social media platforms and the City website.

Due to the positive feedback the program received in the past, Staff implemented the program again for the 2021 Holiday season.

2021 "Deck the Homes" Program

To promote the holiday home decorating contest, Staff utilized the City's website and social media platforms, press releases, and invitations to past participants. The deadline for submissions was December 10, 2021.

Nineteen households participated in the 2021 contest resulting in 34 entries as homes could be entered in a maximum of two categories. Parks and Community Services Commissioners individually judged the participating homes by visiting the locations December 13-17, 2021.

At its December 20, 2021 meeting, the Parks and Community Services Commission voted on category winners, as well as a Best Overall. Contest winners were notified on December 21, 2021. The homes were judged based on the following categories and criteria:

- **Holiday Spirit Award** – Best Overall (Judges' Choice)
- **Seen from Space Award** - Best Use of Lights
- **Winter Wonderland Award** - Best Lawn Display
- **Holiday Classic Award** - Best Holiday Theme
- **Deck the Halls Award** - Best Condo/Apartment
- **Gingerbread House Award** - Best Neighborhood – Group of three or more homes

Photos of the 2021 contest winners listed below are included with this Staff Report (Attachment 1).

Deck the Homes Winners		
Award Categories	**Number of Entries**	**Winning Home Address**
Holiday Spirit-Best Overall	19	7574 Sutton Ln.
Seen from Space-Best Use of Lights	7	7173 Kingston Place
Winter Wonderland-Best Lawn Display	15	6976 Lancaster Rd.
Holiday Classic-Best Holiday Theme	6	2848 East Cog Hill Terrace
Deck the Halls-Best Apartment/Condo	3	3670 Branding Iron Pl
Gingerbread House-Best Neighborhood	3	7964 Gunshot Court

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) 2021 Holiday Home Decorating Contest Winners
2) 2021 Holiday Home Decorating Contest Flyer

DUBLIN
CALIFORNIA

2021 Holiday Home Decorating Contest Winners

Holiday Spirit Award
Bonato Family – 7574 Sutton Ln.



Best Overall

Seen from Space Award
Morales Family – 7173 Kingston Pl.

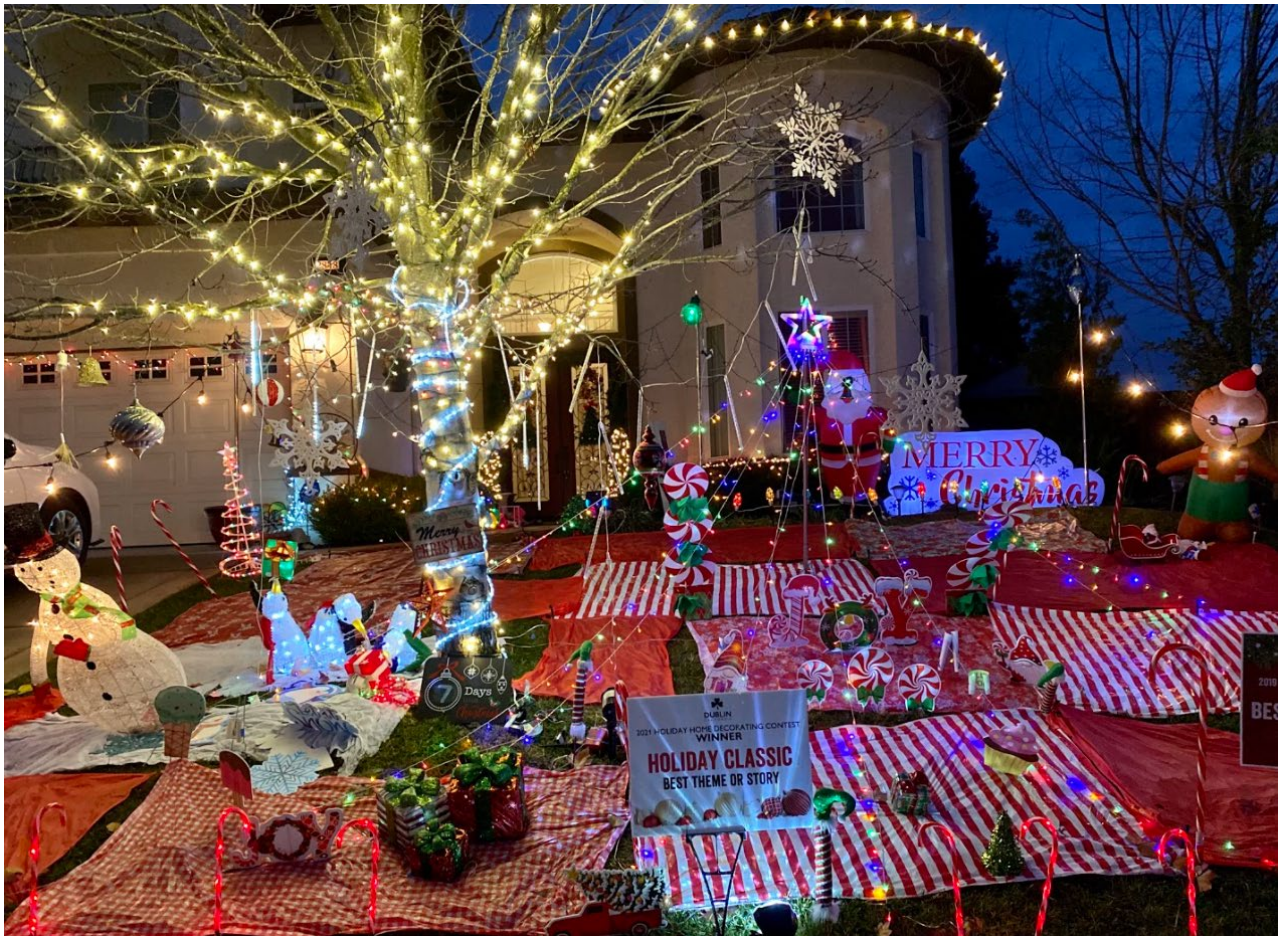


Winter Wonderland Award
Costello Family – 6976 Lancaster Rd.



Best Lawn Display

Holiday Classic Award
Chopra Family – 2848 East Cog Hill Terrace



Deck the Halls Award
Guerrero Family - 3670 Branding Iron Pl.





Best Apartment/Condo

Gingerbread House Award
Harris Family & Neighbors - 7964 Gunshot Ct.









DUBLIN
CALIFORNIA



CITY OF DUBLIN

2021 HOLIDAY HOME DECORATING CONTEST

Do you have the most festive holiday display in town?

The City of Dublin invites Dublin residents to participate in the City's Holiday Home Decorating Contest. One winner will be chosen from each of the following categories:

- **Seen from Space** – *best use of lights*
- **Winter Wonderland** – *best lawn display*
- **Holiday Classic** – *best holiday theme/story*
- **Gingerbread House** – *best neighborhood*
- **Deck the Halls** – *best apartment/condo/balcony*

A **Holiday Spirit** award will also be presented – *grand prize winner, best in show, utilizing multiple categories*

Category winners will receive a special ***Best Holiday Decoration*** yard sign and a $50 gift certificate from a local business. The grand prize winner will receive a special ***Best Holiday Decoration*** yard sign and a $100 gift certificate.

Entry forms are available online at **www.dublin.ca.gov/holidayhappenings** or by request from tyler.phillips@dublin.ca.gov.

The deadline to enter is Friday, December 10 at 4:00 p.m. Judging will take place December 13-17, and winners will be chosen at the Parks Commission meeting on December 20.

"DECK THE HOMES"
IN OUR NEW AMERICAN BACKYARD

DUBLIN
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CALIFORNIA

2021 Holiday Home Decorating Contest

January 11, 2022
City Council Meeting – Item 3.3

"Deck the Homes"

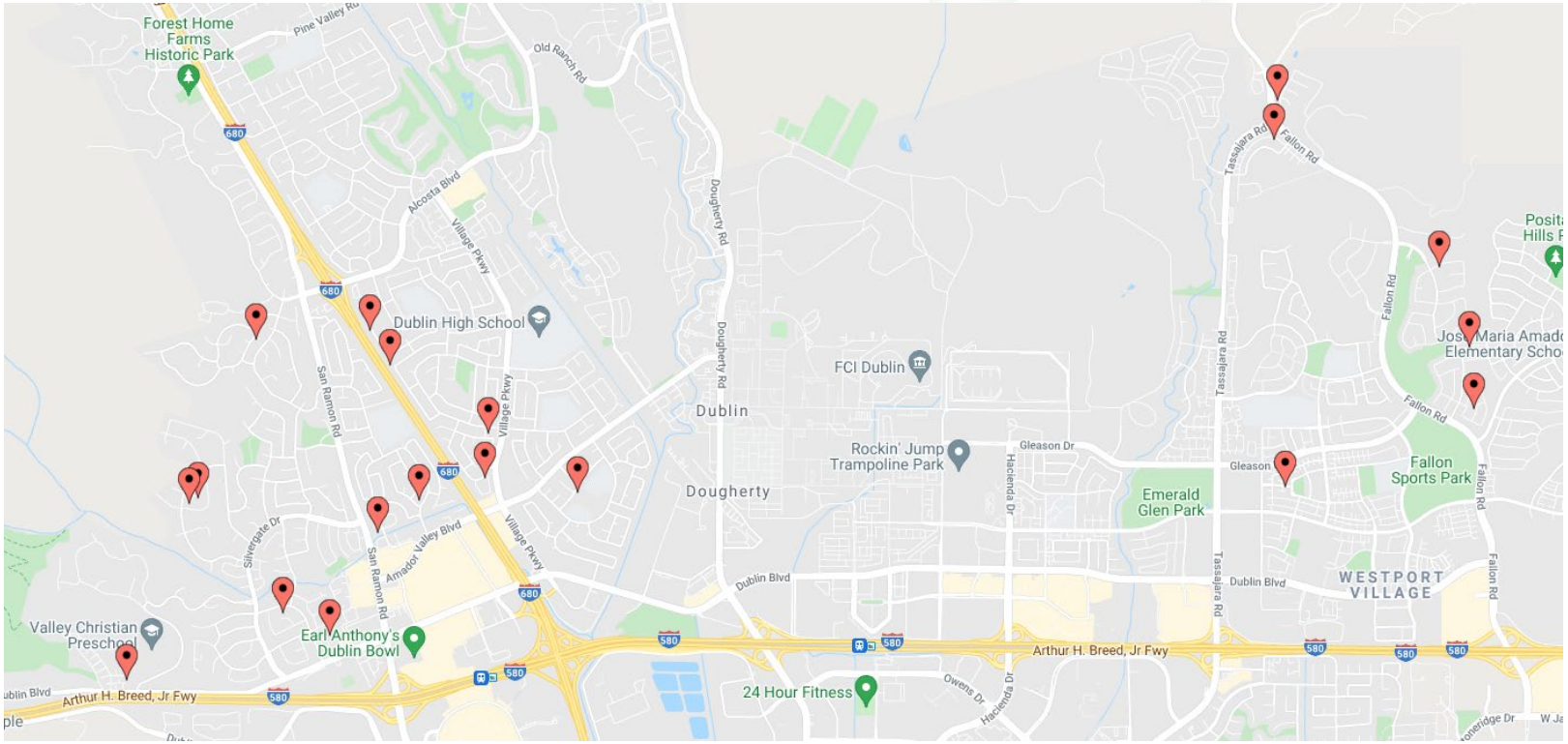
- Fourth year for the residential home decorating contest.
- Judges were Commissioners from the Parks & Community Services Commission.
- Judging period was December 13-17, 2021. Voting done on December 20, 2021, PCSC meeting.
- Award winners received yard signs, Certificates of Recognition and a gift card to a local business.

“Deck the Homes”

- 19 individual homes.
- 34 category entries.
- 5 categories to enter:
    - Seen From Space -Best Use of Lights
    - Winter Wonderland -Best Lawn Display
    - Holiday Classic -Best Holiday Theme
    - Deck the Halls -Best Apartment/Condo
    - Gingerbread House -Best Neighborhood
- Holiday Spirit – Best Overall, was also awarded

“Deck the Homes”

- Map of the contest using BatchGeo.com
- Shared on Social Media & on City Website



DUBLIN
CALIFORNIA

THE WINNERS

Holiday Spirit Award
Bonato Family – 7574 Sutton Ln.



Best Overall

Seen from Space Award
Morales Family – 7173 Kingston Pl.



Winter Wonderland Award
Costello Family – 6976 Lancaster Rd.



Best Lawn Display

Holiday Classic Award
Chopra Family – 2848 East Cog Hill Terrace



Deck the Halls Award
Guerrero Family - 3670 Branding Iron Pl.





Best Apartment/Condo

Gingerbread House Award
Harris Family & Neighbors - 7964 Gunshot Ct.









DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

Agenda Item 4.1

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the December 21, 2021 Special and Regular City Council Meetings Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the December 21, 2021 Special and Regular City Council Meetings.

STAFF RECOMMENDATION:

Approve the minutes of the December 21, 2021 Special and Regular City Council Meetings.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the December 21, 2021 Special and Regular City Council Meetings.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) December 21, 2021 Special City Council Meeting Minutes
2) December 21, 2021 Regular City Council Meeting Minutes

MINUTES OF THE CITY OF DUBLIN CITY COUNCIL

Special Meeting: December 21, 2021

A Special Meeting of the Dublin City Council was held on **Tuesday, December 21, 2021**, in the City Council Chamber. The meeting was called to order at 6:35 PM., by Mayor Hernandez.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Attendees Present	Title
Melissa Hernandez	Mayor
Jean Josey	Vice Mayor (recused)
Shawn Kumagai	Councilmember
Michael McCorriston	Councilmember
Dr. Sherry Hu	Councilmember

CLOSED SESSION

I. Conference with Legal Counsel—Existing Litigation
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: In re: National Prescription Opiate Litigation, Case No. 1:17-MD-2804 (N.D. Ohio)

ADJOURNMENT

The meeting was adjourned by Mayor Hernandez at 6:51 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: December 21, 2021

The following are minutes of the actions taken by the City of Dublin City Council. A full video recording of the meeting with the agenda items indexed and time stamped is available on the City's website at: https://dublin.ca.gov/ccmeetings

REGULAR MEETING

A regular meeting of the Dublin City Council was held on **Tuesday, December 21, 2021**, in the City Council Chamber. The meeting was called to order at 7:00 PM., by Mayor Hernandez.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Attendee Name	Status
Melissa Hernandez, Mayor	Present
Jean Josey, Vice Mayor	Present
Shawn Kumagai, Councilmember	Present
Michael McCorriston, Councilmember	Present
Dr. Sherry Hu, Councilmember	Present

2) REPORT ON CLOSED SESSION

Mayor Hernandez reported there was no reportable action in Closed Session.

3) ORAL COMMUNICATIONS

3.1) Employee Introduction

The City Council welcomed new Dublin Staff member, Ari Manrique, Office Assistant II, in the Community Development Department.

3.2) Public Comment

Tom Kremen provided public comment.

4) CONSENT CALENDAR

4.1) Approved the December 7, 2021 Regular City Council Meeting Minutes.

4.2) Approved the following proclamations for the month of January in the City of Dublin: Mentoring Month, Stalking Awareness Month, and Slavery and Human Trafficking Prevention Month.

4.3) Adopted Resolution No. 141-21 titled, "Amending the Dublin Traffic Code Approving Parking Restrictions on Brighton Drive, Penn Drive, and King Way."

4.4) Received the Payment Issuance Report and Electronic Funds Transfers listing of payments issued from November 1, 2021 – November 30, 2021 totaling $10,645,921.60.

4.5) Received the Annual Comprehensive Financial Report (ACFR), Annual Audit for Fiscal Year Ending June 30, 2021, and Supplemental Reports Completed by the Auditors.

4.6) Waived the Reading and Adopted Ordinance No. 11-21 titled, "Amending the Zoning Map and Approving a Planned Development Zoning District with Related Stage 2 Development Plan and CEQA Findings for the East Ranch Project."

4.7) Confirmed the Mayor's recommendation to re-appoint Councilmember Shawn Kumagai to the Alameda County Mosquito Abatement District Board of Trustees and adopted Resolution No. 142-21 titled, "Making an Appointment to the Alameda County Mosquito Abatement District Board of Trustees."

4.8) Adopted Resolution No. 143-21 titled, "Amending the Salary Plan for Part-Time Personnel."

On motion by Councilmember Kumagai, seconded by Vice Mayor Josey, and by unanimous vote the City Council adopted the Consent Calendar items.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Shawn Kumagai, Councilmember
SECOND:	Jean Josey, Vice Mayor
AYES:	Hernandez, Kumagai, Josey, McCorriston, Hu

5) WRITTEN COMMUNICATION – None.

6) PUBLIC HEARING

6.1) Revising the Traffic Impact Fee within the Eastern Dublin Area, Renaming the Program to the Eastern Dublin Transportation Impact Fee, and Updating the Consolidated Impact Fee Administrative Guidelines

The City Council received a presentation regarding revising the Traffic Impact Fee for future development within the eastern Dublin area and renaming the program to the Eastern Dublin Transportation Impact Fee (EDTIF).

Mayor Hernandez opened the public hearing. Upon receiving no public comment, Mayor Hernandez closed the public hearing.

On Motion of Councilmember McCorriston, seconded by Vice Mayor Josey, and by unanimous vote, the City Council adopted Resolution No. 144-21 titled, "Revising the Eastern Dublin Traffic Impact Fee for Future Development within the Eastern Dublin Area, Renaming the Program as the Eastern Dublin Transportation Impact Fee, and Updating the Consolidated Impact Fee Administrative Guidelines."

RESULT:	**APPROVED [UNANIMOUS]**
MOVED BY:	Michael McCorriston, Councilmember
SECOND:	Jean Josey, Vice Mayor
AYES:	Hernandez, Kumagai, Josey, McCorriston, Hu

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS

8.1) Discussion of 40th Anniversary and City Council Participation in the St. Patrick's Day Parade

The City Council received a presentation on options to recognize the City's 40th Anniversary and to participate in the 2022 St. Patrick's Day Parade.

City of Dublin Historian Steve Minniear provided public comment.

By consensus, the City Council appointed Mayor Hernandez and Vice Mayor Josey to an ad hoc committee that will help plan the 40th Anniversary events, including a gala which will be held in the summer of 2022. The City Council directed Staff to bring back ideas at the January meeting for participation in the 2022 St. Patrick's Day Parade.

9) OTHER BUSINESS

The City Council and Staff provided brief information-only reports, including committee reports and reports by City Council related to meetings attended at City expense (AB1234).

Mayor Hernandez called for a moment of silence for former City of Dublin Director of Parks and Community Services, Paul McCreary, who passed away on December 13, 2021.

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting in memory of former City of Dublin employee Paul McCreary at 8:39 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

Agenda Item 4.2

STAFF REPORT
CITY COUNCIL

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of Grant Agreement with the Three Valleys Community Foundation
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will consider a Grant Agreement with the Three Valleys Community Foundation.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Grant Agreement Between the Three Valleys Community Foundation and the City of Dublin.

FINANCIAL IMPACT:

Under the Grant Agreement, the City will provide the Three Valleys Community Foundation $50,000 in three equal annual installments. Funding for this agreement in the first year is available in the Fiscal Year 2021-22 budget. Future payments will be budgeted as a part of the upcoming Fiscal Years 2022-23 and 2023-24 budget process.

DESCRIPTION:

At the November 2, 2021 meeting, the City Council reviewed written communication from Three Valleys Community Foundation requesting $50,000 in funding over three years to bring a geographically based community foundation to the Tri-Valley and requested a presentation at a future meeting. At the November 16, 2021 meeting, the City Council received a presentation from the Foundation regarding their request for funding, and thereafter, the City Council directed Staff to prepare the agreement.

The Foundation is a newly created 501(c)(3) geographically based foundation designed to connect local donors with local nonprofits and local community needs. The Foundation's mission is to strengthen the Tri-Valley region through inclusive leadership, thoughtful funding, informed giving, and collaborative action. Specifically, the Foundation will serve a public purpose within Dublin and the Tri-Valley Region by enabling a collaborative, integrated hub of leaders, supporters, and volunteers to identify and address critical issues in the Tri-Valley and enhance the

services provided by non-profits by showcasing their impacts, sharing best practices, and connecting them with donors.

Under the proposed Grant Agreement, the City will provide $50,000 in three equal installments over three years to support the initial administrative and operational functions associated with the launch of the foundation. Each year, the Foundation will provide the City with a report of its work.

In conjunction with implementing the agreement, Staff have initiated conversations with the Foundation to identify other ways for both entities to partner together in support of local community and nonprofits.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Grant Agreement Between the Three Valleys Community Foundation and the City of Dublin
2) Exhibit A to the Resolution — Grant Agreement Between the Three Valleys Community Foundation and the City of Dublin

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE GRANT AGREEMENT BETWEEN THE THREE VALLEYS COMMUNITY FOUNDATION AND THE CITY OF DUBLIN

WHEREAS, the Three Valleys Community Foundation (3VCF) is a newly created 501(c)(3) geographically based foundation designed to connect local donors with local nonprofits and local community needs; and

WHEREAS, 3VCF envisions a community where everyone has an opportunity to live a full and rewarding life, and their mission is to strengthen the Tri-Valley region through inclusive leadership, thoughtful funding, informed giving, and collaborative action; and

WHEREAS, 3VCF will serve a public purpose within Dublin and the Tri-Valley region by enabling a collaborative, integrated hub of leaders, supporters, and volunteers to identify, understand, and address broad-based needs and critical issues in the Tri-Valley and will help area non-profits serve with strength by showcasing their impact, sharing best practices, and connecting them with donors; and

WHEREAS, the City Council desires to support this public purpose by providing funding to assist 3VCF with the administrative and operational functions associated with the launch of this community foundation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Grant Agreement between the Three Valleys Community Foundation and the City of Dublin, attached hereto as **Exhibit A** to this Resolution.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the amendments to the agreement, and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 11th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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GRANT AGREEMENT BETWEEN THE THREE VALLEYS COMMUNITY FOUNDATION AND THE CITY OF DUBLIN

This Grant Agreement ("**Agreement**") is entered into as of January 11, 2022, ("**Effective Date**"), between the City of Dublin ("**City**") and the Three Valleys Community Foundation, a non-profit corporation ("**Grantee"**). Grantee and City are hereinafter collectively referred to as the "**Parties.**"

RECITALS

A. The Three Valleys Community Foundation (3VCF) is a newly created 501(c)(3) geographically based foundation designed to connect local donors with local nonprofits and local community needs.

B. The 3VCF envisions a community where everyone has an opportunity to live a full and rewarding life, and their mission is to strengthen the Tri-Valley region through inclusive leadership, thoughtful funding, informed giving, and collaborative action.

C. The 3VCF will serve a public purpose within Dublin and the Tri-Valley Region by enabling a collaborative, integrated hub of leaders, supporters, and volunteers to identify, understand, and address broad-based needs and critical issues in the Tri-Valley and will help area non-profits serve with strength by showcasing their impact, sharing best practices, and connecting them with donors.

D. The City Council desires to support this public purpose by providing funding to assist 3VCF with the administrative and operational functions associated with the launch of this local community foundation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. Grantee's Obligations

1.1. Grantee agrees to use the proceeds of the Grant funding received for administrative and operational functions associated with the launch of 3VCF ("Services").

1.2. Grantee agrees to provide City an annual report on or before December 31 of each year, on the specific use of the proceeds, as well as general financial updates of the organization.

2. City's Obligations

2.1. City agrees to provide a Grant to Grantee in the amount of FIFTY THOUSAND DOLLARS ($50,000), to be made in three equal (3) annual installments, upon the terms and conditions and for the purposes set forth in the Agreement. It is understood and agreed by the Parties that each installment is intended to defray Grantee's costs of establishing the 3VCF.

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2.2. Disbursement of Grant Proceeds. City shall make a total of three (3) disbursements of the grant funding to Grantee according to the following schedule:

January 31, 2022 -- $16,667
January 31, 2023 -- $16,667
January 31, 2024 -- $16,666

3. Grantee Representations and Warranties

3.1. Grantee warrants that it is duly organized under applicable laws of the State of California, is qualified to do business in the City, and is in compliance in all material respects with all laws and regulations necessary to provide the Grant Services.

3.2. Grantee warrants that is has authority and has completed all proceedings and obtained all approvals necessary to execute, deliver, and perform its obligations under this Agreement.

4. Term and Termination.

4.1. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2024. Grantee shall provide the Services on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 12.

4.2. City may cancel this Agreement upon 30 days' notice and without cause upon written notification to Grantee.

4.3. Grantee may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

4.4. In the event of termination, Grantee shall be entitled to compensation for Services performed to the effective date of termination.

5. Assignment. Grantee shall not cause or permit any voluntary transfer, assignment, or conveyance of this Agreement.

6. Indemnification. Grantee shall defend (with counsel acceptable to City), hold harmless and indemnify the City and its elected and appointed officials, officers, agents, and employees from and against all claims, liability, costs, expenses, loss, or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with its performance of the Services pursuant to this Agreement.

7. Relationship of Parties. Nothing contained in the Agreement shall be construed as creating the relationship of employer and employee or principal and agent between City and Grantee or Grantee's agents or employees, and Grantee shall at times be wholly responsible for the manner in which it or its agents, or both, perform under this agreement.

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8. **No Third-Party Claims.** Nothing contained in this Agreement shall create or justify any claim against the City by any third person whom Grantee may have employed or contracted or may employ or contract relative to the purchase of any material, supplies or equipment, or the furnishing or the performance of any work or services with respect to any programs or projects being undertaken by Grantee.

9. **Notices**. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by mail or e-mail to the following addresses

City: City of Dublin
Attn: City Manager
100 Civic Plaza
Dublin, CA 94568

Grantee: Three Valley's Community Foundation
Attn: John Sensiba, Chair, Board of Directors
5960 Inglewood Drive, Suite 201
Pleasanton, CA 94588-8611

10. **Attorney's Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

11. **Severability.** If one or more provisions of this Agreement are found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed, or impaired thereby, and all other provisions of this Agreement shall remain in full force and effect.

12. **Amendments/Entire Agreement.** City and Grantee reserve the right to amend this Agreement by mutual consent. It is mutually understood and agreed that no amendment, modification, alteration, or variation of the terms of this Agreement shall be valid unless in writing and signed and acknowledged and approved by both parties. This Agreement constitutes the entire agreement of the parties and no oral understandings or agreement not incorporated herein shall be binding on either Party.

13. **City's Rights and Consent.** No forbearance, failure, or delay by the City in exercising any right, power or remedy, nor any single or partial exercise by the City of any right or remedy hereunder shall preclude the further exercise of such right, power or remedy. City's consent to any act or omission by Grantee may not be construed as the City's consent to any other or subsequent act or omission or as a waiver of the requirement to obtain City's consent in any other instance. All of City's rights, powers and remedies are cumulative and shall continue in full force and effect until specifically waived in writing by City.

14. **Duration/Survival.** This Agreement shall continue in full force and effect until the obligations due under this Agreement have been satisfied in full. Notwithstanding the foregoing, the indemnification provisions of Section 6 of this Agreement shall survive the expiration of this Agreement.

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15. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

16. **Documents.** During the term of this Agreement, Grantee shall permit representatives of City, at all reasonable times, to have access to, examine, and make copies, at City's expense, of Grantee's books, records, and documents relating to this Agreement.

17. **Nondiscrimination and Equal Opportunity.** Grantee shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Grantee under this Agreement.

18. **Applicable Law.** This Agreement shall be subject to and governed by the law of the State of California.

IN WITNESS WHEREOF, the City and the Grantee have executed this Agreement as of the date first above written.

CITY OF DUBLIN

By: _____
Linda Smith
City Manager

THREE-VALLEYS COMMUNITY FOUNDATION

By: DocuSigned by: John Sensiba 3DACD7A0BD9F431...
John Sensiba
Chair, Board of Directors

Attest: _____
Marsha Moore, City Clerk

Approved as to Form:

By: _____
John Bakker, City Attorney

Agenda Item 4.3

STAFF REPORT
CITY COUNCIL

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Adopt-a-Bench Program
Prepared by: Bridget Amaya, Assistant Parks and Community Services Director

EXECUTIVE SUMMARY:

The City Council will consider approval of the new Adopt-a-Bench Program.

STAFF RECOMMENDATION:

Approve the Adopt-a-Bench Program.

FINANCIAL IMPACT:

Should the City Council approve the Adopt-A-Bench Program, fees would be included in the next Master Fee Schedule update, and the budget amended to reflect estimated costs and fee revenue.

DESCRIPTION:

The Adopt-a-Bench program is designed to allow the public to honor special people or events in their lives and provide long-lasting beautification to Dublin parks. Through the program, any individual, family, business, or community group can provide a donation to adopt a park bench, including a personal message on an engraved plaque. Staff will develop a list of available park bench locations from which donors may select a bench to adopt. A donor would choose from one of two options, with City-specified bench designs, as follows:

- Adopt an existing bench – Donation level: $1,500 – Includes a customized plaque installed on an existing park bench within a City of Dublin park.

- Adopt a new bench – Donation level: $2,500 – Includes a brand-new park bench to be installed, along with a customized plaque, in a City of Dublin park. Consideration would be given to replace an existing bench that has reached the end of its useful life.

Programs that accept donations for the purpose of providing or "adopting" park benches exist throughout California municipalities. The following table shows the donation amounts and maintenance periods that other cities and agencies have established.

Table 1: Agency Bench Costs and Maintenance Periods

CITY/ORG	NEW BENCH COST	BENCH VARIATIONS	EXISTING BENCH COST	MAINTENANCE PERIOD
LOS ANGELES CITY PARKS	$10,000	N/A	$1,500	10 years *Cost includes one replacement
SANTA CRUZ	$5,000 $2,600	Oceanview Regular	N/A	10 years
SAN JOSE	$5,000	N/A	N/A	Not est.
RICHMOND	$3,500	N/A	N/A	10 years
PLEASANTON	$2,750	N/A	N/A	15 years
PALO ALTO	$2,500	N/A	$1,500	10 years
SAN MATEO	$2,500	N/A	N/A	5 years
PALO ALTO	$2,500	N/A	$1,500	10 years
EAST BAY REGIONAL PARKS	$2,500	N/A	N/A	10 years
ALAMEDA	$1,750 $1,500	Ironwood Concrete	N/A	Not est.
DUBLIN *(PROPOSED)*	$2,500	N/A	$1,500	10 years

Bench Details and Maintenance

Maintenance of the benches, including graffiti removal and as-needed painting, will be the responsibility of the City of Dublin. There will be a 10-year bench maintenance and plaque replacement guarantee. The bench will be kept in place if serviceable beyond 10 years. When a bench is no longer serviceable, applicants will be advised and given the opportunity to purchase a new bench under the terms and conditions then in effect. If it is not renewed, the commemorative bench may be rededicated by a new donor.

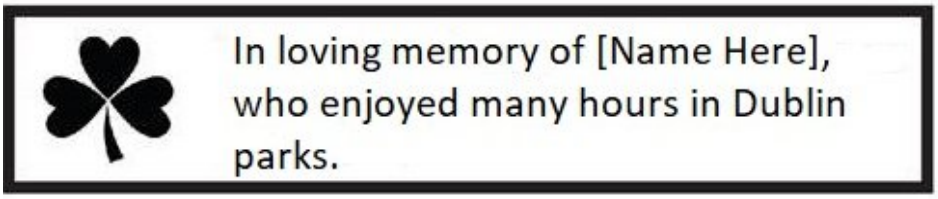
The Adopt-a-Bench program would be limited to two bench designs, either a six-foot steel green bench or a six-foot steel brown bench, depending on availability.





Plaque Details

A bronze dedication plaque with a personalized inscription will be mounted to each adopted park bench. The standard dedication plaque measures two inches by 10 inches and will include both the desired inscription in the City-approved Gil Sans font and the shamrock logo as depicted below.



All commemorative plaques installed on benches must be for individuals or purposes that are non-controversial with text appropriate for display in a public place and approved by the City of Dublin. Text that in any way markets a product or service shall not be permitted.

Donors would pay the flat fee specified above, which covers the cost of the purchase and installation of the bench/plaque in designated spaces approved by the Parks and Community Services and Public Works Departments. Upon installation, all park benches and plaques would become the property of the City and maintained by the Public Works Department. The donor does not have any claim to ownership of either the bench or the plaque.

The Parks and Community Services Commission reviewed and recommended the Adopt-a- Bench Program at its December 20, 2021 meeting. If approved by the City Council, Staff will design an application for the program and begin publicizing it via the typical City media.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 4.4

STAFF REPORT
CITY COUNCIL

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Camp Parks Military History Center Memorandum of Understanding
Prepared by: Shaun Chilkotowsky, Heritage & Cultural Arts Manager

EXECUTIVE SUMMARY:

The City Council will consider a Memorandum of Understanding between the City and Parks Reserve Forces Training Area for joint operation of the Dublin Camp Parks Military History Center.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Memorandum of Understanding Between the City of Dublin and Parks Reserve Forces Training Area Regarding Joint Operation of the Dublin Camp Parks Military History Center.

FINANCIAL IMPACT:

The City's commitment to maintain the Dublin Camp Parks Military History Center collection and exhibits, provide occasional programming, and coordinate volunteers and staffing is estimated at approximately $5,000 annually. Funds have been allocated for this project as part of the current Fiscal Year 2021-22 Adopted Budget and will be included as part of the proposed budget in future years.

DESCRIPTION:

On November 15, 2016, the City Council adopted Resolution 163-16 approving a Memorandum of Understanding (MOU) between the City and Parks Reserve Forces Training Area (Camp Parks) regarding joint operations of the Dublin Camp Parks Military History Center. The term of the MOU was for five years, beginning January 24, 2017, with the History Center officially opening to the public on May 25, 2017. The current five-year MOU is set to expire on January 24, 2022.
Due to the ongoing success of the History Center, the City and Camp Parks have negotiated a 10-year MOU allowing for its continued operation. The MOU outlines each party's responsibilities regarding operation of the History Center (Attachment 2).

Under the terms of the MOU, the City will own and maintain the exhibits, maintain the history

center collection, coordinate events, and coordinate volunteers to serve as docents. Camp Parks will provide access to the building to the City and the public, provide security, maintain real property including the HVAC system and fire suppression system, and provide utilities. Camp Parks will also plan to improve the parking lot which will increase parking availability for History Center guests during tours.

The continued operation of the joint History Center is a testament to collaboration and the public-public partnership between the City and Camp Parks and recognizes the impact Camp Parks has on the Dublin community.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of the agenda was provided to the Parks Reserve Forces Training Area Command Staff.

ATTACHMENTS:

1) Resolution Approving a Memorandum of Understanding Between the City of Dublin and Parks Reserve Forces Training Area Regarding Joint Operations of the Dublin Camp Parks Military History Center
2) Exhibit A to the Resolution – Memorandum of Understanding

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DUBLIN AND PARKS RESERVE FORCES TRAINING AREA REGARDING JOINT OPERATION OF THE DUBLIN CAMP PARKS MILITARY HISTORY CENTER

WHEREAS, the City of Dublin and Parks Reserve Forces Training Area (Camp Parks) entered into a Memorandum of Understanding (MOU) on November 18, 2014, under which the parties expressed their intent to create a History Center at the Camp Parks Visitor Control Center to display and interpret artifacts related to Camp Parks' history, which were entrusted to the City on a permanent loan; and

WHEREAS, the City engaged a professional museum exhibit design firm to create exhibits for the Camp Parks collection; and

WHEREAS, the City and Camp Parks entered into a MOU on January 24, 2017, formalizing the joint operation of the History Center; and

WHEREAS, the History Center opened to the public on May 25, 2017; and

WHEREAS, both parties desire to provide the public with ongoing access to the History Center exhibits and collection, and to further promote public education and appreciation of the unique partnership between the City and Camp Parks and the history of Camp Parks.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the execution of a new Memorandum of Understanding with Camp Parks for the continued operation of the Dublin Camp Parks Military History Center for a ten-year period.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Memorandum of Understanding, attached hereto as **Exhibit A,** and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 11th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF DUBLIN (DUBLIN)
AND
PARKS RESERVE FORCES TRAINING AREA (CAMP PARKS)
FOR
A JOINT HISTORY CENTER
W81WYN-21-319

This is a Memorandum of Understanding (MOU) between the City of Dublin (hereinafter referred to as "Dublin") and Parks Reserve Forces Training Area (hereafter "Camp Parks"); under the command of Ft. Hunter Liggett, also referred to as "the Parties".

1. BACKGROUND: In 2011, Camp Parks placed its collection of historical artifacts in the care of the City of Dublin as a permanent loan on a non-compensable basis. Since that time, the City has inventoried and curated the objects, and is currently storing the collection in the City Library. There is significant interest in being able to view and study these items at Camp Parks, which will allow Soldiers and the public to view and research these items in a secure, climate controlled environment. Designating a display area for this collection in the Camp Parks Visitor Control Center permits these items to be stored, viewed, and researched. The purpose of the Dublin Camp Parks Military History Center (Center) is to interpret, display, study, document, collect, and preserve Dublin and Parks Reserve Forces Training Area's shared history in order to foster understanding of our communities' impact on the region and the world.

Dublin and Camp Parks entered into a Memorandum of Understanding in January 2017 to formalize the creation of the Center. The Center officially opened to the public In May 2017 and has been managed jointly for the last five years. The Center has been managed effectively during this time, fulfilling the purpose as stated in the original MOU and stated below.

2. PURPOSE: The intended use of the building includes an artifact storage room, exhibit space, and a large conference room that would be made available to Dublin as well as community groups at the discretion of Camp Parks Garrison Commander. Camp parks designates 2,035 s.f. portion of Bldg. 275, hereafter "the facility", as the "Dublin–Camp Parks Military History Center" to display a portion of the collection of artifacts on loan to Dublin. That portion of the building would be open to the public. It is the intent that all display cases, fixtures, special lighting, and exhibits will be portable and removable in nature so as to accommodate a future, albeit unlikely, change in use for the space (see attachment A "Design Packet"). The conference room would be made available for use by Dublin upon request to and approval by the Garrison Commander, Camp Parks. These areas may also be made available to local community groups by request/approval. The Garrison Commander has the discretion to approve or deny all requests.

3. UNDERSTANDING OF THE PARTIES:

3.1. DUBLIN –

3.1.1 Pay for all costs related to design and maintenance of the exhibits and any additional expenses negotiated between the parties related to the exhibits.

3.1.2 Dublin will own the exhibits and maintain the collections stored at the History Center.

3.1.3 Coordinate events with CAMP PARKS POC, Bldg. 311, (925) 875-4305

3.1.4 Coordinate volunteer programs with ACS 142-637-3683

3.2. CAMP PARKS-:

3.2.1 Provide Public and City access to the building, and provide security and administrative oversight.

3.2.2 Provide utilities at no charge.

3.2.3 Plan to improve the parking lot to accommodate tour groups.

3.2.4 Maintain the real property, including building HVAC, fire alarm, fire suppression systems, and any static displays outside of the building.

4. PERSONNEL: Each Party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

5.1.1. For DUBLIN –

- City Manager, 925-833-6650
- Parks and Community Services, 925-833-6645

5.1.2. For CAMP PARKS –

- Police, 925-875-4726
- Cultural Resources, 831-386-2525
- Support Agreements, 925-875-4369

5. 2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed:

5.2.1 Dublin – City Manager, 100 Civic Plaza, Dublin, CA 94568

5.2.2 Camp Parks, to – Garrison Commander, Bldg. 620 6th Street, CAMP PARKS, CA 94568

5.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Agencies nor does it make any commitment of funds or resources.

5.4. REVIEW OF UNDERSTANDING: This MOU will be reviewed on or around the anniversary of its effective date at mid-point in its entirety.

5.5. MODIFCATION OF UNDERSTANDING: This MOU may only be modified by the written agreement of the Agencies, duly signed by their authorized representatives.

5.6. DISPUTES: Any disputes relating to the MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Agencies or in accordance with DoDI 4000.19 and AR 5-9.

5.7. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing by either Agency upon 6 months' notice.

5.8. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Agencies.

5.9. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Agencies regarding the MOU's subject matter; thereby merging and superseding all prior agreements and representations by the Agencies with respect to such subject matter.

5.10. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Agency signs.

5.11. EXPIRATION DATE: This MOU expires 10 years from the date of the last signature.

5.12. CANCELLATION OF MODIFICATION: This MOU modifies or cancels and supersedes the previously signed MOU between the same Agencies with Agreement # W81WYN-16-319 and effective date of 4 NOV 2016.

5.13. NO THIRD AGENCY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity

not a agency any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Agencies.

5.14. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Agencies shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Agencies to the greatest extent permitted by law.

6. ATTACHMENTS: History Center Diagram.

7. OSJA REVIEW:

The Office of the Staff Judge Advocate reviewed this agreement and found it to be legally sufficient.

7.1. Ft. Hunter Liggett –

_____ _____
(Typed Name and signature of Reviewing Attorney) (Date)

7.2. Dublin –

_____ _____
(Typed Name and signature of Reviewing Attorney) (Date)

AGREED:

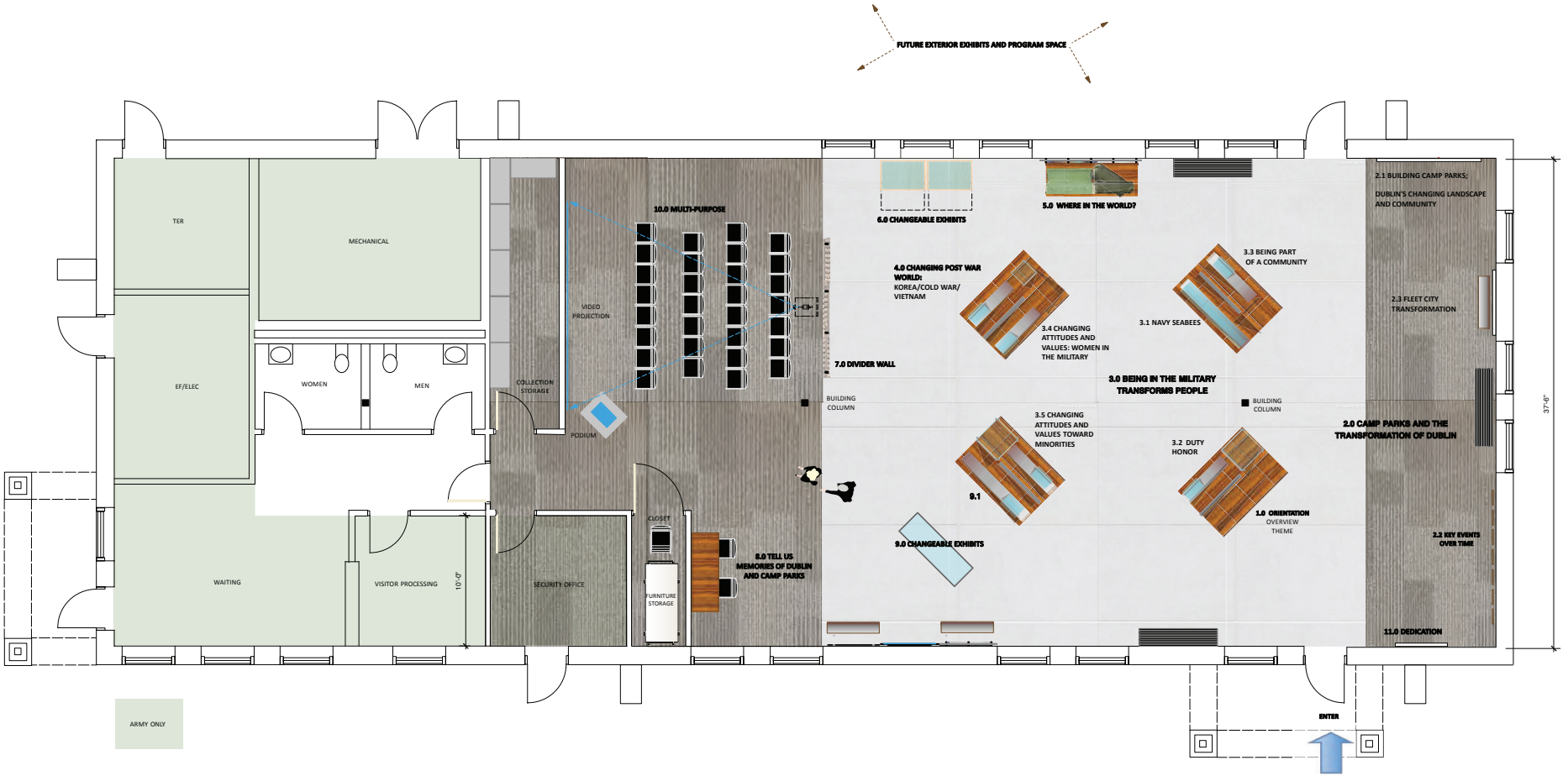
For Camp Parks — For Dublin —

_____ _____
Signature Signature

_____ _____
Serena Johnson Linda Smith
COL, CA City Manager
Commanding City of Dublin

_____ _____

(Date) (Date)



FLOOR PLAN
SCALE: 1/4" = 1'-0"

Owner:
City of Dublin
100 Civic Plaza Dublin CA 94568
(925) 556-4565

Project:
Dublin Camp Parks
Military History Center

Dublin, California

Designer:
Van Sickle & Rollert, LLC
29 Western Avenue - Suite 1
Kennebunk ME 04043
(207) 204-0582

Ownership of instruments of service
all reports, plans, specifications, computer files, field data, notes and other documents are instruments prepared by the consultant as instruments of service shall remain the property of the consultant. The consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Date: 03/21/16 Drawn By: DVS&AAR
Revisions:

Approvals:
Name
Title
Date

Title:
Concept Design Phase
FLOOR PLAN

Drawing No:
EX - 1.0

Agenda Item 4.5

STAFF REPORT
CITY COUNCIL

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Youth Mini Grant Funding Recommendations Approval
Prepared by: Liz Elliott, Recreation Supervisor

EXECUTIVE SUMMARY:

The City Council will consider approving the Youth Advisory Committee Mini Grant Program recommended funding allocations.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Funding Recommendations for Fiscal Year 2021-22 for the Youth Advisory Committee Mini Grant Program.

FINANCIAL IMPACT:

The Youth Mini Grant Program is supported by the General Fund in the amount of $2,500 for Fiscal Year 2021-22.

DESCRIPTION:

The City established the Mini Grant Program in Fiscal Year 2012-13 to support youth organizations that offer programs for middle and high school students other than those offered by the Parks and Community Services Department. Each year, Dublin-based youth organizations/clubs have an opportunity to apply for grant funding to assist them in offering activities to the community including performing arts, sports, multicultural awareness, health awareness, or other activities that support projects or programs benefiting Dublin youth. Funding is recommended annually by the Youth Advisory Committee (YAC) and awarded by the City Council to organizations/clubs that best meet the needs of Dublin youth.

At a Special Meeting on March 5, 2020, the City Council opted to increase funding for the Youth Mini Grant program from $1,600 to $2,500. The increase in funding was incorporated into the Fiscal Year 2020-21 and future year operating budgets.

The Youth Mini Grant application was placed online Wednesday, September 1, 2021, with a submittal deadline of October 1, 2021. The program was advertised via social media, the City's website, a City newsflash, and was sent to the YAC to assist with publicity.

At its Special Meeting on November 17, 2021, the YAC received presentations and used a criteria form (Attachment 1) to review, rate, and develop funding recommendations for each of the following applicants:

1. Dublin High School Chess Club
2. Gardeners of the Galaxy
3. Helping Hands for All
4. Teens Unite for Education
5. Youth Coding Workshops (YCW)

After the presentations, YAC members deliberated and recommended funding amounts for each of the five organizations as follows:

Organization	Grant Requested FY 21-22	Grant Proposal	YAC Funding Recommendation	YAC Points Average
Dublin High School Chess Club	$500	Purchase chess boards, chess pieces and clocks	$425	12.0
Gardeners of the Galaxy	$1,000	Purchase rays, soil, seeds to grow Microgreens	$700	12.6
Helping Hands for All	$150	Purchase donation items (pens, pencils, crayons, glue sticks) for kids	$75	8.9
Teens Unite for Education	$500	Purchase backpacks and school supplies to provide to under-privileged preschoolers	$300	10.5
Youth Coding Workshops (YCW)	$2,000	Host large-scale competition hackathons events	$1,000	12.7
Totals	**$4,150**		**$2,500**	

Upon completion of their projects, grant recipients will have two weeks to complete a brief project report on how the funds were used and the number of youths the funds impacted. Grantees are encouraged to provide photos, testimonials, and flyers used to promote their projects. Those who do not submit a report in a timely fashion may not be considered for future Youth Mini Grants.
At the December 20, 2021 meeting, the Parks and Community Services Commission confirmed the selections made by the YAC and recommended the funding allocations to the City Council.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of this Staff Report was sent to the applicants.

ATTACHMENTS:

1) Resolution Approving Funding Recommendations for Fiscal Year 2021-22 for the Youth Advisory Committee Mini Grant Program
2) YAC Mini Grant Rating Form
3) Fiscal Year 2021-22 Mini Grant Applications and Proposals

RESOLUTION NO. XX – 22

APPROVING FUNDING RECOMMENDATIONS FOR FISCAL YEAR 2021-22 YOUTH ADVISORY COMMITTEE MINI GRANT PROGRAM

WHEREAS, the City received five applications for the Fiscal Year 2021-22 Youth Advisory Committee Mini Grant Program; and

WHEREAS, the total amount of funding requested exceeds funding availability; and

WHEREAS, funding sources for the Mini Grant Program are provided for in the adopted City of Dublin General Fund Budget; and

WHEREAS, on November 17, 2021, the Youth Advisory Committee recommended five youth organizations/clubs to receive grant funding through the Mini Grant Program; and

WHEREAS, on December 20, 2021, the Parks and Community Services Commission reviewed the Youth Advisory Committee's funding allocations to five youth organizations/ clubs; and

WHEREAS, the Parks and Community Services Commission has provided the City Council with funding recommendations for the Fiscal Year 2021-22 Mini Grant Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Youth Advisory Committee Mini Grant Program funding allocation for Fiscal Year 2021-22 as follows:

ORGANIZATION/ CLUB NAME	CITY COUNCIL APPROVED FUNDING
Dublin High School Chess Club	$425
Gardeners of the Galaxy	$700
Helping Hands for All	$75
Teens Unite for Education	$300
Youth Coding Workshops (YCW)	$1,000
Total Recommended Amount	**$2,500**

PASSED, APPROVED AND ADOPTED this 11th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

City of Dublin
Youth Advisory Committee
Mini Grant Rating Form

Organization: _____ Program: _____

		PROPOSAL SCORE
Maximum of 15 points		
RECOMMEND FUNDING	Yes ❒ No ❒	
Total Requested	Total Recommended	

RECOMMENDING FUNDING FOR THE FOLLOWING YOUTH ACTIVITIES: (CHECK ONE).

❒SCHOOL CLUB ❒SPORT ORGANIZATION ❒PERFORMING ARTS ❒CULTURAL AWARENESS
❒HEALTH AWARENESS ❒OTHER YOUTH ACTIVITY/ORGANIZATION_____

THE WORD "PROGRAM" IS USED BELOW ON THIS FORM TO INCLUDE SERVICES, ACTIVITIES OR IMPROVEMENTS.

1. Organization/Management

- The organization requesting funds must be a recognized group and made up of 75% Dublin residents who are of middle school or high school age.
- The youth organization/group, as presented in the application, is able to achieve the stated goals and outcomes.
- The youth organization/group has completed all requirements of the application process.
- The youth organization/group has a qualified adult sponsor to assist in the management or oversight of the organization/group and approved project..

Location:

(Maximum of 5) _____

2. Needs/Benefit

- Youth benefitting from the service/project are the appropriate target group (75% Dublin youth).
- The applicant provides an activity to Dublin residents that other organizations do not provide.
- Applicant's proposed activity supports/enhances projects and programs benefitting Dublin youth.
- The applicant collaborates with other youth-oriented organizations.

(Maximum of 5) _____

3. Funding/ Budget

- The youth organization/group described in detail how the funds will be used.
- The youth organization/group described how they will provide verification to the YAC that the funds were used as proposed.
  The organization has a separate bank account specifically set up for the groups activities.

(Maximum of 5) _____

Print

City of Dublin Youth Advisory Committee - 2021 Youth Mini Grant Application - Submission #4524

Date Submitted: 9/29/2021

Youth Advisory Committee - Youth Mini Grant Request for Proposals

General Information:

A. Qualifications:

1. Youth benefiting from or involved with the project must include at least 75% Dublin residents who are of middle or high school age.

2. Organization/Club must have an adult sponsor.

3. Organization/Club must be based within the City of Dublin.

B. Proposal:

The proposal must be no longer than two-and-a-half pages, double-spaced. The proposal should include the following:

1. A brief description of your organization.

2. Describe the project and how it will benefit Dublin youth.

3. Describe what and how the funds/grant will be used.

4. Explain what proof will be given to the Youth Advisory Committee that funds were used as proposed.

5. Should a grant have been awarded in the past to the same organization, a brief review of how the money was spent and how it benefitted the group needs to be highlighted in this year's presentation.

C. Submission:

The application and proposal will be accepted beginning Wednesday, September 1, 2021 at 8:00 a.m., through Friday, October 1, 2021 at 11:59 p.m. *Please note: Early applications are encouraged. Applications will be disqualified if not received by the deadline and/or the qualifications/proposal do not meet the criteria.

Two ways to submit an application and proposal:

1. Email application packet to: Liz Elliott

2. Submit the application packet in-person at the Shannon Community Center; Attention: Liz Elliott, 11600 Shannon Avenue, Dublin, CA 94568.

D. Presentation (limited to five minutes)

Selected applicants will be notified on Friday, October 29, 2021 to present their proposal at the Youth Advisory Committee Special Meeting on Wednesday, November 17, 2021, at 7:00 p.m. at The Dublin Senior Center. A youth member or members, along with the adult sponsor of the organization or club, must conduct the presentation.

Name of Organization/Club:*

Teens Unite For Education

Address1*

[redacted]

City* Dublin

State* CA

Zip* 94568

Phone:*

[redacted]

Primary Contact Person (Name & Title):*

Saiesha Goel (Secretary)

Phone:*

[redacted]

Email:*

[redacted]

Adult Sponsor (Name & Title):*

Bhavna Goel (Adult Supervisor)

Phone: *

[redacted]

Email:*

[redacted]

Amount Requesting:* $500

Number of People in Organization:* 20+

Percent of Dublin Youth Participants:* 100%

Did the Youth Organization/Club receive grant funding in the past?*

- (●) Yes
- ( ) No

If yes, please explain how the funding from the Youth Mini Grants was used; if the goals were met; and the impact on the program.

Our organization, in the past, has received varying amounts of money through this grant. Every year we have spent this money on providing over 80 students with backpacks filled with school supplies. One year, with the additional money we received, we hosted a nutrition education program to help educate the public on the importance of nutrition and leading a healthy lifestyle.

I have reviewed the proposal, and to the best of my knowledge, the funds requested from the City of Dublin will be used to provide the services described in this Request for Proposal. I also attest that the above-named organization/club have not received a grant from the City of Dublin within the past year.

Adult Sponsor's Acknowledgement *	**Date: ***
Bhavna Goel	09/29/2021

Teens Unite For Education Mini Grant Proposal

Dear Youth Advisory Committee Members,

My name is Saiesha Goel and I am the secretary of the Teens Unite For Education club founded in 2017 at Dublin High School. The members of our club are all students at Dublin High School from different grades that are united by our mission to decrease the education gap experienced by low-income families in Dublin. Our aim for this year is to provide backpacks and school supplies to underprivileged preschool students at a school called Kidango in Dublin. Many people believe that those living in Dublin are financially well off, but this might not be the case for everyone. We would like to help families that might not be able to afford school supplies for their children by donating backpacks and school supplies (notebooks, writing utensils, erasers, rulers, etc.) to thrive throughout the year. In the past years we have donated more than $200 to a nonprofit organization with similar goals to our club called Yours Humanly. We all want to provide support for these kids. Students attending Kidango don't have the financial support nor the privilege to annually purchase new school supplies. We want to make their lives easier by focusing on making their futures stable by relieving some of their tensions.

Our organization, in the past, has received varying amounts of money through this grant. Every year we have spent this money on providing over 80 students with backpacks filled with school supplies. We have also provided proof as to what the money was spent on. One year, with the additional money we received, we hosted a nutrition education program to help educate the public on the importance of nutrition and leading a healthy lifestyle.

In order to ensure that we are giving students what they need, on top of the $500 we hope to receive from this grant, we will continue fundraising throughout the year. We will be partnering with many teen hotspots, such as various restaurants, to raise a portion of the money

to give back to the students in this community. Our main goal is to assist fellow residents in Dublin and provide some missing resources to lower-income families.

If we are granted with the funds we are requesting, we will provide receipts of proof for all the supplies we have bought. We will also include pictures of the event where we will be handing out the backpacks with the supplies in it.

Thank you so much for your time and consideration.

Print

City of Dublin Youth Advisory Committee - 2021 Youth Mini Grant Application - Submission #4525

Date Submitted: 9/29/2021

Youth Advisory Committee - Youth Mini Grant Request for Proposals

General Information:

A. Qualifications:

1. Youth benefiting from or involved with the project must include at least 75% Dublin residents who are of middle or high school age.

2. Organization/Club must have an adult sponsor.

3. Organization/Club must be based within the City of Dublin.

B. Proposal:

The proposal must be no longer than two-and-a-half pages, double-spaced. The proposal should include the following:

1. A brief description of your organization.

2. Describe the project and how it will benefit Dublin youth.

3. Describe what and how the funds/grant will be used.

4. Explain what proof will be given to the Youth Advisory Committee that funds were used as proposed.

5. Should a grant have been awarded in the past to the same organization, a brief review of how the money was spent and how it benefitted the group needs to be highlighted in this year's presentation.

C. Submission:

The application and proposal will be accepted beginning Wednesday, September 1, 2021 at 8:00 a.m., through Friday, October 1, 2021 at 11:59 p.m. *Please note: Early applications are encouraged. Applications will be disqualified if not received by the deadline and/or the qualifications/proposal do not meet the criteria.

Two ways to submit an application and proposal:

1. Email application packet to: Liz Elliott

2. Submit the application packet in-person at the Shannon Community Center; Attention: Liz Elliott, 11600 Shannon Avenue, Dublin, CA 94568.

D. Presentation (limited to five minutes)

Selected applicants will be notified on Friday, October 29, 2021 to present their proposal at the Youth Advisory Committee Special Meeting on Wednesday, November 17, 2021, at 7:00 p.m. at The Dublin Senior Center. A youth member or members, along with the adult sponsor of the organization or club, must conduct the presentation.

Name of Organization/Club:*

Gardeners of the Galaxy

Address1*

[redacted]

City* Dublin

State* CA

Zip* 94568

Phone:*

[redacted]

Primary Contact Person (Name & Title):*

Arjun Karur-Parekh

Phone:*

[redacted]

Email:*

[redacted]

Adult Sponsor (Name & Title):*

Frank Castro, Child Nutrition DIrector, DUSD

Phone: *

[redacted]

Email:*

[redacted]

Amount Requesting:* 1500

Number of People in Organization:* 20

Percent of Dublin Youth Participants:* 100%

Did the Youth Organization/Club receive grant funding in the past?*

- (●) Yes
- ( ) No

If yes, please explain how the funding from the Youth Mini Grants was used; if the goals were met; and the impact on the program.

We were proud to receive our first grant of $480 from the City of Dublin in 2020 . We used those funds to donate over 85 trays of microgreens and gave away over 500 sunflower seedlings during the food drive for people to grow in their backyards! Those salad greens were used to enhance the nutritional value of chicken and vegetarian wraps which fed more than 950 families throughout DUSD! We additionally donated 25 trays of salad greens to Tri Valley Haven food pantry in Livermore.

I have reviewed the proposal, and to the best of my knowledge, the funds requested from the City of Dublin will be used to provide the services described in this Request for Proposal. I also attest that the above-named organization/club have not received a grant from the City of Dublin within the past year.

Adult Sponsor's Acknowledgement *	**Date: ***
Frank Castro	9/29/21

[redacted]

[redacted]

Sent: Wednesday, September 29, 2021 9:00 PM

[redacted]

Subject: Youth Grant Application

Hi Ms. Elliott,

It is with pleasure and enthusiasm that I submit my proposal again this year for the Dublin youth grant.

My name is Arjun Karur-Parekh and I am a sophomore at Dublin High school . I have been gardening since I was in 5th grade and have started an organization called the“Gardeners of the Galaxy " . Our goal is to grow and donate healthy food options to the students of Dublin Unified School District, Tri Valley Food Pantry and anyone else in need. As the COVID-19 pandemic continues to evolve , the need for fresh, healthy, affordable food remains constant and ever present. Last school year, with the aid of the youth grant, our club had the pleasure of contributing towards that need by donating over 60 trays of sunflower microgreens to DUSD. With students back in school, the need for fresh affordable options is even higher this year and our group hopes to continue our efforts with the aid of another grant.

Our club will be primarily focusing on growing microgreens. It will consist of 5-15 students who will be growing and delivering them to the DUSD school kitchens. The addition of microgreens to the menu will enhance the nutritional value because of their dense concentration of vitamins and minerals. Our goal is to grow between 7 and 10 lbs of microgreens per week. To meet all the safety standards, we have obtained a community producer license from the Alameda County of Environmental services. Mr. Frank Castro, the director of nutritional services is our sponsor from the school district and has been an excellent supporter.

If we wish to sustain this project, funding is crucial and will be used to buy trays, soil, and seeds. The cost of growing 1 tray is about $

4.50 which can yield upto 16 servings! By collaborating with local businesses, we hope to reduce the cost even further by bulk purchasing.

To prove that the funds are used as proposed, pictures will be sent at certain milestones and accurate bookkeeping will be initiated, ie. pictures taken at each delivery, weighing of product every harvest, accurate databases and treasury logs. Additionally, a website with all information regarding the project will be created to get additional funding and attention to our group.

We were proud to receive our first grant of $480 from the City of Dublin in 2020 . We used those funds to donate over 85 trays of microgreens and gave away over 500 sunflower seedlings during the food drive for people to grow in their backyards! Those salad greens were used to enhance the nutritional value of chicken and vegetarian wraps which fed more than 950 families throughout DUSD! We additionally donated 25 trays of salad greens to Tri Valley Haven food pantry in Livermore.

We sincerely hope to continue our efforts and secure your support with this grant , so we can grow and support those in need. The Covid-19 pandemic has taken a toll on all of us and with creative ideas and working together, we can make it better for everyone.

Thank you again for supporting us and we look forward to hearing back from you.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Print

City of Dublin Youth Advisory Committee - 2021 Youth Mini Grant Application - Submission #4526

Date Submitted: 9/30/2021

Youth Advisory Committee - Youth Mini Grant Request for Proposals

General Information:

A. Qualifications:

1. Youth benefiting from or involved with the project must include at least 75% Dublin residents who are of middle or high school age.

2. Organization/Club must have an adult sponsor.

3. Organization/Club must be based within the City of Dublin.

B. Proposal:

The proposal must be no longer than two-and-a-half pages, double-spaced. The proposal should include the following:

1. A brief description of your organization.

2. Describe the project and how it will benefit Dublin youth.

3. Describe what and how the funds/grant will be used.

4. Explain what proof will be given to the Youth Advisory Committee that funds were used as proposed.

5. Should a grant have been awarded in the past to the same organization, a brief review of how the money was spent and how it benefitted the group needs to be highlighted in this year's presentation.

C. Submission:

The application and proposal will be accepted beginning Wednesday, September 1, 2021 at 8:00 a.m., through Friday, October 1, 2021 at 11:59 p.m. *Please note: Early applications are encouraged. Applications will be disqualified if not received by the deadline and/or the qualifications/proposal do not meet the criteria.

Two ways to submit an application and proposal:

1. Email application packet to: Liz Elliott

2. Submit the application packet in-person at the Shannon Community Center; Attention: Liz Elliott, 11600 Shannon Avenue, Dublin, CA 94568.

D. Presentation (limited to five minutes)

Selected applicants will be notified on Friday, October 29, 2021 to present their proposal at the Youth Advisory Committee Special Meeting on Wednesday, November 17, 2021, at 7:00 p.m. at The Dublin Senior Center. A youth member or members, along with the adult sponsor of the organization or club, must conduct the presentation.

Name of Organization/Club:*

Dublin High Chess Club

Address1*

[redacted]

City* Dublin

State* California

Zip* 94568

Phone:*

[redacted]

Primary Contact Person (Name & Title):*

Rohil Khare

Phone:*

[redacted]

Email:*

[redacted]

Adult Sponsor (Name & Title):*

Eric Lai

Phone: *

[redacted]

Email:*

[redacted]

Amount Requesting:*

10 clocks x 20 dollars = 200 dollars; 20 boards x 15 dollars = 300 dollars; 500 dollars total.

Number of People in Organization:*

73

Percent of Dublin Youth Participants:*

100

Did the Youth Organization/Club receive grant funding in the past?*

- ○ Yes
- ◉ No

If yes, please explain how the funding from the Youth Mini Grants was used; if the goals were met; and the impact on the program.

I have reviewed the proposal, and to the best of my knowledge, the funds requested from the City of Dublin will be used to provide the services described in this Request for Proposal. I also attest that the above-named organization/club have not received a grant from the City of Dublin within the past year.

Adult Sponsor's Acknowledgement *	Date: *
Eric Lai	9/30/2021

The Dublin High School Chess Club is a club sponsored by PFSO. Pre-Covid, our club met weekly at lunch and averaged about 20 to 30 members. Our club supports all types of chess players as we have members that are new to chess as well as nationally ranked players. During the pandemic, the club continued to meet weekly through both Zoom and Discord. To give some statistics regarding our accomplishments, our club placed 11th at the National High School Championships in May of 2021 and was the undefeated runner-up at the 2021 US Amateur West Scholastic. In the coming years, our chess team has the potential to place top 5 in the country if we continue playing the way we are.

The Dublin Chess Club is on the rise this year and is planning to have a significant increase in the number of members. We want to make sure that everybody has the opportunity to play, and for that, we need to invest in chess boards, chess pieces, and clocks. In previous years, due to a lack of funding, there may not have been enough boards and clocks for players, meaning that they wouldn't be able to play. This year, we don't want that to happen because we want everybody to enjoy their time in our club and leave happy. Additionally, this year our club is planning on starting chess clubs at the middle schools in our area, specifically Wells and Cottonwood, in addition to the coaching we already help provide at Fallon Middle School. By providing chess coaching at Wells, we hope to help solve traditional "east versus west" equity issues. Regarding Cottonwood, we want to make them more involved as far as middle schools go as they are the newest school in Dublin. In order to essentially support two new chess clubs, we need more boards, pieces, and clocks so that everybody will be able to learn and play.

Regarding proof of fund spending, our club will keep a digital log of all the money we spend. We plan to include the items bought, money spent, date of purchase, and copies of receipts on this log. Our club has past experience with creating and updating budget logs and

managing up to $500. We are certain that we will be able to keep a well-maintained budget log that is updated shortly after each purchase. Additionally, we plan to forward our digital log to the Youth Advisory Committee upon request.

Print

City of Dublin Youth Advisory Committee - 2021 Youth Mini Grant Application - Submission #4527

Date Submitted: 10/1/2021

Youth Advisory Committee - Youth Mini Grant Request for Proposals

General Information:

A. Qualifications:

1. Youth benefiting from or involved with the project must include at least 75% Dublin residents who are of middle or high school age.

2. Organization/Club must have an adult sponsor.

3. Organization/Club must be based within the City of Dublin.

B. Proposal:

The proposal must be no longer than two-and-a-half pages, double-spaced. The proposal should include the following:

1. A brief description of your organization.

2. Describe the project and how it will benefit Dublin youth.

3. Describe what and how the funds/grant will be used.

4. Explain what proof will be given to the Youth Advisory Committee that funds were used as proposed.

5. Should a grant have been awarded in the past to the same organization, a brief review of how the money was spent and how it benefitted the group needs to be highlighted in this year's presentation.

C. Submission:

The application and proposal will be accepted beginning Wednesday, September 1, 2021 at 8:00 a.m., through Friday, October 1, 2021 at 11:59 p.m. *Please note: Early applications are encouraged. Applications will be disqualified if not received by the deadline and/or the qualifications/proposal do not meet the criteria.

Two ways to submit an application and proposal:

1. Email application packet to: Liz Elliott

2. Submit the application packet in-person at the Shannon Community Center; Attention: Liz Elliott, 11600 Shannon Avenue, Dublin, CA 94568.

D. Presentation (limited to five minutes)

Selected applicants will be notified on Friday, October 29, 2021 to present their proposal at the Youth Advisory Committee Special Meeting on Wednesday, November 17, 2021, at 7:00 p.m. at The Dublin Senior Center. A youth member or members, along with the adult sponsor of the organization or club, must conduct the presentation.

Name of Organization/Club:*

Helping Hands For All

Address1*

[redacted]

City* Dublin

State* CA

Zip* 94568

Phone:*

[redacted]

Primary Contact Person (Name & Title):*

Amatullah Omar President of Helping Hands for All

Phone:*

[redacted]

Email:*

[redacted]

Adult Sponsor (Name & Title):*

Tim Pale Club Mentor

Phone: *

[redacted]

Email:*

[redacted]

Amount Requesting:* $150

Number of People in Organization:* 16

Percent of Dublin Youth Participants:* 75%

Did the Youth Organization/Club receive grant funding in the past?*

- ○ Yes
- ◉ No

If yes, please explain how the funding from the Youth Mini Grants was used; if the goals were met; and the impact on the program.

I have reviewed the proposal, and to the best of my knowledge, the funds requested from the City of Dublin will be used to provide the services described in this Request for Proposal. I also attest that the above-named organization/club have not received a grant from the City of Dublin within the past year.

Adult Sponsor's Acknowledgement *	Date: *
Tim Pale	10/1/2021

Helping Hands For All is a kid ran charity organization that my siblings and I started about 7 years ago. Originally the projects we conducted through Helping Hands involved friends and family, however, as we started to recognize the impact we had on the communities we donated to and the communities we involved in the collection process, we realized putting Helping Hands projects on a larger platform would have a greater impact on those donating and those receiving the donations. As a result, we brought Helping Hands to our school, Quarry Lane, in the form of a club. Our goal is to aid underprivileged communities while educating and providing a foundation for the youth to make a significant impact on society.

The current Helping Hands For All project is a school supplies drive, all donations will go to Schoolhouse Supplies. The Dublin youth are involved in our projects from the start, as a club we research organizations, create flyers and presentations, hold school-wide assemblies to spread awareness, and share our projects with the surrounding communities. Our projects educate the Dublin youth about the importance of aiding underprivileged communities and allow the Dublin youth to see the impact they have on those communities firsthand.

The funds will be used to buy donation items: pencils, pens, crayons, markers, highlighters, rulers, and glue sticks. Helping Hands For All will provide the Youth Advisory Committee with receipts from all the purchases along with pictures of the items purchased and progress updates of the project.

Print

City of Dublin Youth Advisory Committee - 2021 Youth Mini Grant Application - Submission #4528

Date Submitted: 10/1/2021

Youth Advisory Committee - Youth Mini Grant Request for Proposals

General Information:

A. Qualifications:

1. Youth benefiting from or involved with the project must include at least 75% Dublin residents who are of middle or high school age.

2. Organization/Club must have an adult sponsor.

3. Organization/Club must be based within the City of Dublin.

B. Proposal:

The proposal must be no longer than two-and-a-half pages, double-spaced. The proposal should include the following:

1. A brief description of your organization.

2. Describe the project and how it will benefit Dublin youth.

3. Describe what and how the funds/grant will be used.

4. Explain what proof will be given to the Youth Advisory Committee that funds were used as proposed.

5. Should a grant have been awarded in the past to the same organization, a brief review of how the money was spent and how it benefitted the group needs to be highlighted in this year's presentation.

C. Submission:

The application and proposal will be accepted beginning Wednesday, September 1, 2021 at 8:00 a.m., through Friday, October 1, 2021 at 11:59 p.m. *Please note: Early applications are encouraged. Applications will be disqualified if not received by the deadline and/or the qualifications/proposal do not meet the criteria.

Two ways to submit an application and proposal:

1. Email application packet to: Liz Elliott

2. Submit the application packet in-person at the Shannon Community Center; Attention: Liz Elliott, 11600 Shannon Avenue, Dublin, CA 94568.

D. Presentation (limited to five minutes)

Selected applicants will be notified on Friday, October 29, 2021 to present their proposal at the Youth Advisory Committee Special Meeting on Wednesday, November 17, 2021, at 7:00 p.m. at The Dublin Senior Center. A youth member or members, along with the adult sponsor of the organization or club, must conduct the presentation.

Name of Organization/Club:*

Youth Coding Workshops

Address1*

[redacted]

City* Dublin

State* California

Zip* 94568

Phone:*

[redacted]

Primary Contact Person (Name & Title):*

Harun Momin

Phone:*

[redacted]

Email:*

[redacted]

Adult Sponsor (Name & Title):*

Aruna Mysore

Phone: *

[redacted]

Email:*

[redacted]

Amount Requesting:* $2,000

Number of People in Organization:* 30 staff, 100 students

Percent of Dublin Youth Participants:* 95%

Did the Youth Organization/Club receive grant funding in the past?*

- ○ Yes
- ◉ No

If yes, please explain how the funding from the Youth Mini Grants was used; if the goals were met; and the impact on the program.

I have reviewed the proposal, and to the best of my knowledge, the funds requested from the City of Dublin will be used to provide the services described in this Request for Proposal. I also attest that the above-named organization/club have not received a grant from the City of Dublin within the past year.

Adult Sponsor's Acknowledgement *	Date: *
Aruna Mysore	10/1/2021

Youth Mini Grant Request for Proposals - Youth Coding Workshops

a) Brief Description of YCW:

Youth Coding Workshops, or YCW, is a Dublin-based organization working to provide programming literacy to middle school students in the Tri-Valley. At YCW, we provide workshop-based classes every weekend to students interested in programming, completely free of charge. We have also partnered and established branches at all three middle schools within Dublin (Fallon, Wells, and Cottonwood). Each one of these branches meets weekly for semester long courses in order to cultivate their programming skills.

b) Describe YCW and how it benefits Dublin youth

At each one of our YCW branches at each middle school in Dublin, we have made it our goal to make sure each and every single student learns the programming fundamentals necessary for the future of our society. At YCW, we started this organization as a result of the lack of advanced programming courses within middle schools. Many students are forced to learn on their own, many losing interest without the required motivation to learn programming. With YCW, we aimed to help Dublin youth reinstate the motivation that is required to learn programming. We, alongside each student, work to create a community where learning coding is possible.

c) Describe what and how the funds/grants will be used

Each year, YCW hosts numerous competitions and events in order to keep the community within the main branch and the middle school branches engaged and motivated to learn. In order to grow YCW and the community, we would like to shift to larger-scale hackathons and in-person events to gain a larger presence in Dublin. In order to do this, we would like ~$2000 in funds so that we can fund large-scale competitions with exciting prizes and on-site venues. In addition,

the funds would also be implemented with sustaining numerous websites for YCW that are created in order to help add to the theme of each large scale event.

d) Proof for funds being used as proposed

As for proof, YCW will make sure to stay in close contact with the City of Dublin in order to plan large-scale, on-site (if possible) events. With the support of the City of Dublin, we at YCW would be able to 1) make sure that the funds are being used appropriately and 2) gain a bigger presence within the community. In addition, we would be willing to provide any sorts of receipts/transaction histories that can help prove and usage of the funds.

e) Should a grant have been awarded in the past to the same organization, a brief review of how the money was spent and how it benefited the group

Not applicable.

Agenda Item 4.6

STAFF REPORT
CITY COUNCIL

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Payment Issuance Report and Electronic Funds Transfers
Prepared by: Veronica Briggs, Senior Finance Technician

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from December 1, 2021 – December 31, 2021 totaling $8,816,835.54.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

SUMMARY OF PAYMENTS ISSUED
December 1, 2021 – December 31, 2021

Total Number of Payments: 212
Total Amount of Payments: $8,816,835.54

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning December 1, 2021 through December 31, 2021. This report is provided in accordance with the policy adopted November 15, 2011, in Resolution No.189-11. The listing of payments has been reviewed in accordance with the policies for processing payments and expenditures.

The City's practice of reporting payments to the City Council after the payments have been made is in compliance with California Government Code Sections 37208 (b) and (c), which allow for an agency to make payments without first being audited by the legislative body, as long as such payments are: 1) conforming to a budget approved by ordinance or resolution of the legislative body; and 2) presented to the legislative body for ratification and approval in the form of an audited comprehensive annual financial report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Payment Issuance Report for December 2021

City of Dublin
Payment Issuance Report
Payments Dated 12/1/2021 through 12/31/2021

Date Issued	Payee		Amount	Description
12/01/2021	DSRSD		13,230.38	SERVICE TO 10/31/2021
	Payments Issued 12/1/2021 Total:		**13,230.38**	
12/06/2021	4LEAF INC.		51,484.00	BLDG INSP/PLAN CHECK SVCS OCT 2021
12/06/2021	AGRICULTURAL NATURAL RESOURCES		14,367.52	MAINTENANCE SVCS-FALLON VILLAGE GHAD
12/06/2021	AMP PRINTING, INC.		145.55	BUSINESS CARDS
			284.51	BUSINESS CARDS
			5,517.13	SIGNS FOR ENVIRONMENTAL SVCS & SPLATTER
		Check Total:	5,947.19	
12/06/2021	ANB PROPERTY CORPORATION		10,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM
12/06/2021	B&B BORDEN LLC.		10,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM
12/06/2021	CARBONIC SERVICE		361.26	POOL CHEMICALS FOR THE WAVE
12/06/2021	CASTO SOLANO		1,000.00	HERITAGE ART DESIGN PROPOSAL STIPEND
12/06/2021	DEDECKER SCULPTURES INC.		1,000.00	HERITAGE ART DESIGN PROPOSAL STIPEND
12/06/2021	FEHR & PEERS		1,806.00	TRANSPORTATION IMPACT FEE NEXUS STUDY
12/06/2021	INTERNATIONAL CODE COUNCIL INC		60.36	BUILDING CODE BOOKS
12/06/2021	INT'L ASSN OF ELECTRICAL INSP		120.00	ASSN OF ELECTRICAL INSPECTORS DUES-SHREEVE
12/06/2021	KEITH, BRIAN		1,000.00	HERITAGE ART DESIGN PROPOSAL STIPEND
12/06/2021	MARTENS, JERILYN		1,000.00	UTILITY BOX ART
12/06/2021	MCE CORPORATION		9,497.42	LANDSCAPE MAINTENANCE DSRSD NOV 2021
12/06/2021	MURCO MANAGEMENT		10,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM
12/06/2021	NICHOLS CONSULTING ENGINEERS		2,516.25	ENGINEERING SERVICES - OCT 2021
12/06/2021	PACIFIC COAST CONSERVATION		840.00	PUBLIC ART ASSESSMENT REPORTING
12/06/2021	PACIFIC GATEWAY PROPERTIES		10,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM
12/06/2021	PAKPOUR CONSULTING GROUP, INC.		813.75	EASTERN DUBLIN TIF UPDATE
12/06/2021	PETIT, CHRISTINE		43.20	REC CLASS INSTRUCTOR
12/06/2021	PG&E		1,368.60	SERVICE TO 10/14/2021
			5,441.66	SERVICE TO 11/07/2021
			280.78	SERVICE TO 11/08/2021
			79.60	SERVICE TO 11/09/2021
			3,463.45	SERVICE TO 11/11/2021
			233.93	SERVICE TO 11/12/2021
			2,634.27	SERVICE TO 11/14/2021
			65.51	SERVICE TO 11/15/2021
		Check Total:	13,567.80	
12/06/2021	PLAN JPA		6,131.67	GENERAL LIABILITY CLAIMS - OCT 2021
12/06/2021	PRUDENTIAL OVERALL SUPPLY		439.00	MAT SERVICE - CIVIC CENTER
			229.00	MAT SERVICE - CORP YARD
			185.60	MAT SERVICE – PUBLIC SAFETY COMPLEX
			258.36	MAT SERVICE - SENIOR CENTER
			670.50	MAT SERVICE - SHANNON CENTER
			216.80	MAT SERVICE - THE WAVE
		Check Total:	1,999.26	
12/06/2021	ROMO STUDIOS, LLC.		1,000.00	HERITAGE ART DESIGN PROPOSAL STIPEND
12/06/2021	SAN LEANDRO, CITY OF		360.00	ALAMEDA COUNTY CITY MANAGERS DUES 21-22
12/06/2021	SHAMROCK VILLAGE ASSOCIATES LL		10,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM

City of Dublin
Payment Issuance Report
Payments Dated 12/1/2021 through 12/31/2021

Date Issued	Payee		Amount	Description
12/06/2021	STANFORTH HOLDING CO. LLC		20,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM
12/06/2021	SZABOWORKS		1,000.00	HERITAGE ART DESIGN PROPOSAL STIPEND
12/06/2021	TRANSITION FINANCIALS SERVICES		10,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM
12/06/2021	TREASURER ALAMEDA COUNTY		16,792.46	FUEL OCT 2021
12/06/2021	TRI-VALLEY COMMUNITY TV		55,607.50	OPERATING SUBSIDY FY 21-22 (PMT 2 OF 2)
			14,716.50	PEG CONTRIBUTION FY21-22 (PMT 2 OF 2)
		Check Total:	70,324.00	
12/06/2021	TRI-VALLEY JANITORIAL INC.		4,157.75	EXTRA JANITORIAL SERVICES NOV 2021
			22,002.75	JANITORIAL SERVICES NOV 2021
			30,228.39	JANITORIAL SERVICES-CAMP PARKS NOV 2021
			4,045.91	JANITORIAL SUPPLIES NOV 2021
		Check Total:	60,434.80	
12/06/2021	TYLER TECHNOLOGIES, INC.		10,500.00	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION
12/06/2021	U.S. POSTAL SERVICE		4,050.51	POSTAGE FOR 2022 SPRING ACTIVITY GUIDE
12/06/2021	WILLDAN HOMELAND SOLUTIONS		1,057,819.30	ENERGY EFFICIENCY/INFRASTRUCTURE IMPROVEMENT
	Payments Issued 12/6/2021 Total:		**1,415,836.75**	
12/07/2021	U.S. BANK CORPORATE PMT SYSTEM		169.00	ABORICULTURE ANNUAL CONF REG-MCDONALD
			61.65	ADULT SOFTBALL SUPPLIES
			2.99	APPLE ICLOUD STORAGE SUBSCRIPTION
			576.00	COMPUTER SOFTWARE
			189.98	DOMAIN NAME RENEWALS
			150.00	EAST BAY HOUSING MEMBERSHIP-NELSON
			2,932.98	HARVEST FAIR SUPPLIES
			212.00	ICMA MEMBERSHIP DUES-STEFANSKI
			327.21	INFO FAIR SUPPLIES
			567.24	INSIDE DUBLIN SUPPLIES
			60.00	INTERNATIONAL CODE COUNCIL CITY DUES
			350.00	LINEN CLEANING FOR FACILITY RENTALS
			825.00	MAYORS SUMMIT LUNCH-11 ATTENDEES
			1,450.00	LEAGUE OF CA CITIES CONF REG-SMITH/TRIBBY
			1,660.83	INSIDE DUBLIN SUPPLIES & ICMA CONF EXP-STEFANSKI
			655.49	OFFICE SUPPLIES
			1,925.12	OFFICE SUPPLIES & PW CONF REG-5 ATTENDEES
			763.88	OFFICE SUPPLIES, NEW LAW & ELECTIONS SEMINAR
			2,349.58	OPEN ENROLLMENT & ADMIN RETREAT SUPPLIES
			5,302.53	POLICE SUPPLIES
			802.59	POLICE TRAINING EXPENSES
			1,304.38	PRESCHOOL & AFTERSCHOOL REC SUPPLIES
			690.00	PUBLIC INFO OFFICERS CONF REG-MORAN
			200.00	PUBLIC WORKS CONFERENCE REG-RUSSELL
			169.90	SENIOR CENTER BANNERS
			125.06	SENIOR CENTER SUPPLIES
			708.00	SOFTWARE

City of Dublin
Payment Issuance Report
Payments Dated 12/1/2021 through 12/31/2021

Date Issued	Payee		Amount	Description
			101.59	SUBDIVISION MAP ACT REFERENCE MATERIALS
			1,334.60	THE WAVE BIRTHDAY PARTY SUPPLIES
			1,515.35	THE WAVE TRAINING & SUPPLIES
			439.00	WORLD WATERPARK ASSN DUES-AMAYA
		Check Total:	27,921.95	
		Payments Issued 12/7/2021 Total:	**27,921.95**	
12/08/2021	CAL PERS HEALTH PREMIUM		136,269.09	HEALTH INSURANCE PREMIUM - DEC 2021
		Payments Issued 12/8/2021 Total:	**136,269.09**	
12/10/2021	CAL PERS		80,031.01	PERS RETIREMENT PLAN: PE 12/3/21
12/10/2021	EMPLOYMENT DEVELOPMENT DEPT		24,856.79	CA STATE WITHHOLDING: PE 12/3/21
12/10/2021	I C M A 401 PLAN		1,187.78	DEFERRED COMP 401A: PE 12/3/21
12/10/2021	I C M A 457 PLAN		22,643.62	DEFERRED COMP 457: PE 12/3/21
12/10/2021	INTERNAL REVENUE SERVICE		80,311.32	FEDERAL WITHHOLDING: PE 12/3/21
12/10/2021	US BANK - PARS		1,630.36	PARS: PE 12/3/21
12/10/2021	WAGEWORKS, INC.		2,482.34	WAGEWORKS: PE 12/3/21
		Payments Issued 12/10/2021 Total:	**213,143.22**	
12/13/2021	4LEAF INC.		240.00	ENGINEERING SERVICES OCT 2021
			620.00	PLANNING INSPECTIONS OCT 2021
		Check Total:	860.00	
12/13/2021	ADVANCED INTEGRATED PEST		5,060.00	PEST CONTROL SERVICES NOV 2021
12/13/2021	ALAMEDA COUNTY FIRE DEPARTMENT		1,239,753.25	FIRE SERVICES NOV 2021
12/13/2021	ALAMEDA HEALTH SYSTEM		1,337.70	POLICE INVESTIGATION MEDICAL EXAM
12/13/2021	ALL CITY MANAGEMENT SVCS INC		16,910.56	CROSSING GUARD SERVICES 10/17/21-10/30/21
12/13/2021	AMADOR VALLEY INDUSTRIES LLC		24,121.53	CAMPS PARKS SOLID WASTE SERVICES OCT 2021
12/13/2021	AMP PRINTING, INC.		382.38	PRINTING SERVICES FOR GHOSTS OF DUBLIN
			764.75	SPLATTER FESTIVAL SIGNAGE
		Check Total:	1,147.13	
12/13/2021	ANGEL HOUZE CLAY ART		70.00	REC CLASS INSTRUCTOR
12/13/2021	ARORA, AKSHAY		2,347.80	REC CLASS INSTRUCTOR
12/13/2021	AT&T		379.20	PUBLIC SAFETY COMPLEX DATA SVCS TO 11/10/21
			49.44	SERVICE FOR TOLL FREE NUMBER TO 11/10/21
		Check Total:	428.64	
12/13/2021	AT&T - CALNET 3		296.64	SERVICE TO 11/26/2021
			134.45	SERVICE TO 11/27/2021
			127.96	SERVICE TO 12/01/2021
		Check Total:	559.05	
12/13/2021	BIG O'TIRES #7		219.75	POLICE VEHICLE MAINT & TIRES
12/13/2021	BLAISDELL'S BUSINESS PRODUCTS		1,647.56	OFFICE SUPPLIES-NOV 2021
12/13/2021	BOUND TREE MEDICAL, LLC.		1,040.76	POLICE EVIDENCE SUPPLIES
12/13/2021	BRINKS, INC.		231.38	ARMORED CAR SERVICE DEC 2021
12/13/2021	CALED		570.00	CALED MEMBERSHIP FY21-22 SMITH
12/13/2021	CALICO CENTER		10,069.35	HUMAN SERVICES GRANT JUL-NOV 2021
12/13/2021	CALIFORNIA SPIRIT ELITE, INC.		4,256.00	REC CLASS INSTRUCTOR
			931.00	REC CLASS ISNTRUCTOR
		Check Total:	5,187.00	
12/13/2021	CASTRO VALLEY PERFORMING ARTS		2,178.00	REC CLASS INSTRUCTOR

City of Dublin
Payment Issuance Report
Payments Dated 12/1/2021 through 12/31/2021

Date Issued	Payee		Amount	Description
12/13/2021	CHESS WIZARDS, INC.		647.50	REC CLASS INSTRUCTOR
12/13/2021	CLUB V.I.P. VOLLEYBALL		1,620.00	REC CLASS INSTRUCTOR
12/13/2021	CODE PUBLISHING COMPANY		163.50	ZONING CODE UPDATES
12/13/2021	COMMUNICATION ACADEMY		872.90	REC CLASS INSTRUCTOR
12/13/2021	CONTRACT SWEEPING SERVICES		26,539.59	STREET SWEEPING SERVICES NOV 2021
12/13/2021	CONVERGEONE, INC.		7,484.17	CISCO CONFERENCE PHONES REPLACEMENT
			367.50	PHONE SYSTEM MAINTENANCE
		Check Total:	7,851.67	
12/13/2021	COULSON & ASSOCIATES		17,480.00	ENGINEERING SERVICES - AUG 2021
12/13/2021	DENALECT ALARM COMPANY		363.00	QUARTERLY FIRE ALARM SERVICE FIRE STATION
12/13/2021	DEPARTMENT OF JUSTICE		256.00	FINGERPRINTING SERVICES NOV 2021
12/13/2021	DOWNTOWN DISPLAYS LLC		1,200.00	DOWNTOWN WI-FI TOWER 2020
12/13/2021	DSRSD		14,140.21	SERVICE TO 11/14/2021
12/13/2021	DU-ALL SAFETY, LLC		3,384.26	SAFETY CONSULTING & INSPECTION SERVICES
			1,307.56	SAFETY CONSULTING & INSPECTION SVCS NOV 2021
		Check Total:	4,691.82	
12/13/2021	DUBLIN PLAZA LLC		10,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM #7
12/13/2021	EMPLOYMENT DEVELOPMENT DEPT		270.00	2020 EMPLOYMENT & WAGE DATA
12/13/2021	ENTERPRISE RENT A CAR		1,848.28	VEHICLE RENTAL-SPECIAL INVESTIGATIONS UNIT
12/13/2021	EPACT NETWORK LTD		7,700.00	REC FORM SOFTWARE
12/13/2021	EUROPEAN MOBILE WERKS		1,274.18	POLICE VEHICLE MAINTENANCE & REPAIR
12/13/2021	EVERYTHING GROWS INTERIOR		198.55	PLANT SERVICE DEC 2021
12/13/2021	FUN WITH ACADEMICS, LLC		417.90	REC CLASS INSTRUCTOR
12/13/2021	GUIDA SURVEYING INC.		1,300.00	ENGINEERING SERVICES - OCT 2021
12/13/2021	HATZIKOKOLAKIS, JACQUI		27.50	MILEAGE REIMBURSEMENT SEP - NOV 2021
12/13/2021	HILDE PLISSKIN INVESTORS		10,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM #7
12/13/2021	HOPE HOSPICE, INC.		10,000.00	HUMAN SERVICES GRANT JUL-DEC 2021
12/13/2021	JACKMAN, SHARLENE		218.96	REIMB PUBLIC INFO OFFICERS CONF EXPENSES
12/13/2021	KIMLEY-HORN AND ASSOC. INC.		2,560.00	ENGINEERING SERVICES - AUG 2021
			14,255.00	ENGINEERING SERVICES - JUL 2021
			1,825.00	ENGINEERING SERVICES - OCT 2021
			6,960.00	ENGINEERING SERVICES - SEP 2021
		Check Total:	25,600.00	
12/13/2021	KIRKLAND, PATRICIA		290.00	REFUND FOR CANCELLED SENIOR CENTER TRIP
12/13/2021	LADNER, JAMES C		600.00	SANTA SVCS-TREE LIGHTING & BREAKFAST W/ SANTA
12/13/2021	LANGUAGE LINE SERVICES		76.20	LANGUAGE LINE SERVICES NOV 2021
12/13/2021	LIVERMORE AUTO GROUP		8,084.56	POLICE VEHICLE MAINT & REPAIRS
12/13/2021	LSA ASSOCIATES INC.		2,547.50	CEQA DOC PREP-RIGHETTI PROPERTY STAGE 2
12/13/2021	MAKE ME A PRO SPORTS		9,864.00	REC CLASS INSTRUCTOR
12/13/2021	MCE CORPORATION		541,020.35	MAINTENANCE SERVICES OCT 2021
12/13/2021	MCKINNEY ASSOC, INC., LLOYD F.		1,684.74	PROJECTOR REPAIRS
			330.00	TOUCH PANEL REPAIRS
		Check Total:	2,014.74	
12/13/2021	MITY-LITE, INC.		8,991.35	TABLES FOR SENIOR & SHANNON CENTERS
12/13/2021	MNS ENGINEERS, INC.		13,599.00	ENGINEERING SERVICES - AUG 2021
			13,950.00	ENGINEERING SERVICES - OCT 2021
			12,593.75	ENGINEERING SERVICES - SEP 2021
		Check Total:	40,142.75	

City of Dublin
Payment Issuance Report
Payments Dated 12/1/2021 through 12/31/2021

Date Issued	Payee		Amount	Description
12/13/2021	ONE DIVERSIFIED, LLC		27,140.29	AUDIO SYSTEM INSTALLATION PUBLIC SAFETY
12/13/2021	PETIT, CHRISTINE		249.60	REC CLASS INSTRUCTOR
12/13/2021	PG&E		7,789.76	SERVICE TO 11/05/2021
			42.13	SERVICE TO 11/11/2021
			62.47	SERVICE TO 11/12/2021
			25.46	SERVICE TO 11/14/2021
			26,445.92	SERVICE TO 11/15/2021
		Check Total:	34,365.74	
12/13/2021	PHOENIX GROUP INFO SYS.		311.15	PARKING CITATION PROCESSING - OCT 2021
12/13/2021	PLEASANTON, CITY OF		24,000.00	SHARED COST OF LEGISLATIVE ADVOCACY SVCS
12/13/2021	PRECISION CONCRETE CUTTING		250,000.00	SIDEWALK REPAIR SERVICES
12/13/2021	PRO CYCLES		1,735.35	POLICE MOTORCYCLE MAINTENANCE - 19M75
			726.18	POLICE MOTORCYCLE MAINTENANCE - 20M74
		Check Total:	2,461.53	
12/13/2021	PRUDENTIAL OVERALL SUPPLY		46.40	MAT SERVICE -PUBLIC SAFETY COMPLEX
12/13/2021	RAYNE OF SAN JOSE		172.90	WATER SOFTENER SERVICE-FIRE STATION 16
			194.00	WATER SOFTENER SERVICE-FIRE STATION 17
			145.35	WATER SOFTENER SERVICE-FIRE STATION 18
		Check Total:	512.25	
12/13/2021	REDWOOD TOXICOLOGY LAB. INC.		247.00	FORENSIC DRUG AND ALCOHOL EXAMS
12/13/2021	ROBERT HALF INC		693.00	PW TEMPORARY OFFICE STAFF-DYER
12/13/2021	RRM DESIGN GROUP, A CA CORP		29,898.75	CONSULTING SVCS-MULTI-FAM DEV & ADU'S
			166.25	ENGINEERING SERVICES - JUL 2021
		Check Total:	30,065.00	
12/13/2021	SELECT IMAGING		182.46	APRONS FOR CITY COUNCIL MEMBERS
			185.44	SIGNAGE FOR PASSPORT SERVICES
		Check Total:	367.90	
12/13/2021	SHAMROCK OFFICE SOLUTIONS, LLC		2,107.23	COPIER CHARGES
12/13/2021	SKATESATIONAL		600.00	REC CLASS INSTRUCTOR
12/13/2021	SMITH, LINDA		187.13	REIMBURSEMENT FOR HOLIDAY ORNAMENTS
12/13/2021	SNG & ASSOCIATES INC.		20,065.00	ENGINEERING SERVICES - JUL 2021
			21,296.25	ENGINEERING SERVICES - SEP 2021
		Check Total:	41,361.25	
12/13/2021	SOLARWINDS, INC.		1,125.44	SOLARWINDS SAM PROFESSIONAL LICENSES
12/13/2021	SPECIAL EVENTS		4,280.26	TREE LIGHTING EQUIPMENT RENTAL
12/13/2021	SQUAD ESTATES		2,597.40	REC CLASS INSTRUCTOR
12/13/2021	STANFORD HEALTH -VALLEYCARE		70.00	EMPLOYEE MEDICAL SERVICES
12/13/2021	TREASURER ALAMEDA COUNTY		1,591.50	PARKING CITATIONS COLLECTED OCT 2021
12/13/2021	TREASURER ALAMEDA COUNTY		29,028.63	TRAFFIC SIGNAL/ STREET LIGHT MAINT AUG 2021
			40,373.14	TRAFFIC SIGNAL/ STREET LIGHT MAINT OCT 2021
			38,101.45	TRAFFIC SIGNAL/ STREET LIGHT MAINT SEP 2021
		Check Total:	107,503.22	
12/13/2021	U S CONF OF MAYORS		5,269.00	U.S. CONFERENCE OF MAYORS MEMBERSHIP
12/13/2021	UNIVAR USA INC		1,121.44	THE WAVE POOL CHEMICALS
12/13/2021	UNIVERSAL BUILDING SERVICES		1,350.00	CARPET CLEANING SERVICES-CIVIC CENTER NOV 2021
			240.00	CARPET CLEANING SERVICES-LIBRARY NOV 2021
			660.00	CARPET CLEANING SERVICES-SENIOR CTR NOV 2021
			1,142.00	CARPET CLEANING SERVICES-SHANNAN CTR NOV 2021

City of Dublin
Payment Issuance Report
Payments Dated 12/1/2021 through 12/31/2021

Date Issued	Payee		Amount	Description
			558.00	CARPET CLEANING SERVICES-THE WAVE NOV 2021
		Check Total:	3,950.00	
12/13/2021	URBAN PLANNERS PARTNERS, INC.		1,619.90	PLANNING SVCS-REGIONAL ST. AFFORDABLE HSNG
12/13/2021	WAGEWORKS, INC.		554.00	FLEXIBLE SPENDING ACCOUNT FEES - NOV 2021
12/13/2021	WEE HOOP, INC.		991.20	REC CLASS INSTRUCTOR
12/13/2021	WESTERN PACIFIC SIGNAL LLC		975.00	TRAFFIC SIGNAL EQUIPMENT-CIP
		Payments Issued 12/13/2021 Total:	**2,618,416.30**	
12/15/2021	DELTA DENTAL OF CALIFORNIA		12,415.57	DELTA DENTAL PREMIUM - DEC 2021
12/15/2021	UNUM LIFE INS CO OF AMERICA		10,281.32	LIFE AND AD&D PREMIUM - DEC 2021
12/15/2021	VISION SERVICE PLAN - (CA)		1,876.06	VISION INSURANCE PREMIUM - DEC 2021
		Payments Issued 12/15/2021 Total:	**24,572.95**	
12/21/2021	ALMETEK INDUSTRIES INC		3,464.40	STORM DRAIN MEDALLIONS
12/21/2021	AMADOR VALLEY INDUSTRIES LLC		3,795,587.52	RESIDENTIAL REFUSE SERVICES JUL-DEC 2021
12/21/2021	AMP PRINTING, INC.		107.77	BUSINESS CARDS
			2,163.15	PRINTING SERVICES FOR SPLATTER FESTIVAL
			182.86	PRINTING SERVICES FOR SUPPORT LOCAL POST
		Check Total:	2,453.78	
12/21/2021	AMY'S ENGRAVED SIGNS & AWARDS		82.69	EMPLOYEE NAMEPLATE
12/21/2021	ANB PROPERTY CORPORATION		10,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM #8
12/21/2021	ARORA, AKSHAY		12,031.20	REC CLASS INSTRUCTOR
12/21/2021	ASCAP		370.00	PUBLIC PERFORMANCE MUSIC LICENSE FEE
12/21/2021	AT&T		3,540.00	PUBLIC SAFETY COMPLEX DATA SERVICES
12/21/2021	AT&T - CALNET 3		49.55	SERVICE TO 12/06/2021
			1,216.53	SERVICE TO 12/12/2021
		Check Total:	1,266.08	
12/21/2021	BAY ALARM COMPANY		529.41	ALARM SERVICES SENIOR CENTER
			10.00	ALARM SERVICES THE WAVE
		Check Total:	539.41	
12/21/2021	BAY AREA NEWS GROUP		701.68	LEGAL NOTICES NOV 2021
12/21/2021	BAY ISLAND OFFICIAL ASSOC		671.00	SPORTS OFFICIATING - ADULT BASKETBALL
			1,320.00	SPORTS OFFICIATING - ADULT SOFTBALL
		Check Total:	1,991.00	
12/21/2021	BRIGGS, VERONICA		500.00	EMPLOYEE RECOGNITION AWARD 10YR
12/21/2021	CALEHS		600.00	GENERATOR INSPECTION CIVIC CENTER
12/21/2021	CALIFORNIA GREEN BUSINESS		1,000.00	ALAMEDA CO GREEN BUSINESS PROGRAM SUPPORT
12/21/2021	CARBONIC SERVICE		321.10	POOL CHEMICALS FOR THE WAVE
12/21/2021	COGENT COMMUNICATIONS, INC		2,219.00	CIVIC CENTER INTERNET SERVICE NOV 2021
12/21/2021	COMCAST		2,300.00	CIVIC CENTER & FIRE STATION INTERNET DEC 2021
12/21/2021	COMCAST		113.88	CIVIC CENTER CABLE SERVICE DEC 2021
			1,841.61	INTERNET / CABLE SVC VARIOUS CITY DEPTS
		Check Total:	1,955.49	
12/21/2021	CPS HR CONSULTING		1,500.00	ADMINISTRATIVE-TECHNICAL RETREAT 2021
12/21/2021	DEWAN, DHARMINDER		10,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM
12/21/2021	DUBLIN PLAZA		10,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM
12/21/2021	DUBLIN STATION INVESTORS		20,000.00	COMMERCIAL RENT RELIEF GRANT PROGRAM
12/21/2021	DUBLIN UNIFIED SCHOOL DISTRICT		26.89	SPURR USE STAGER GYM/YORK ALT CENTER
			1,058.78	UTILITIES STAGER GYM 10/13/21 - 11/11/21

City of Dublin
Payment Issuance Report
Payments Dated 12/1/2021 through 12/31/2021

Date Issued	Payee		Amount	Description
		Check Total:	1,085.67	
12/21/2021	DWYER, ANDREA		52.70	MILEAGE REIMBURSEMENT NOV 2021
12/21/2021	EAST BAY POOL SERVICE, INC.		8,620.00	THE WAVE POOL MAINTENANCE AND INSPECTION
12/21/2021	EAST BAY REGIONAL PARK DIST		100.00	TEMP PARK ACCESS PERMIT-TASSAJARA CRK REG PRK
12/21/2021	ELLIOTT, ELIZABETH		32.03	MILEAGE REIMBURSEMENT NOV 2021
12/21/2021	ELS ARCHITECTURE & URBAN DESGN		57,687.00	SCS PROPERTY COMMUNITY OUTREACH
12/21/2021	EUROPEAN MOBILE WERKS		1,814.78	POLICE VEHICLE MAINTENANCE & REPAIR
12/21/2021	EVERPRO KIDS		950.40	REC CLASS INSTRUCTOR
12/21/2021	FARAHMAND, AMIR		521.92	MILEAGE REIMBURSEMENT NOV 2021
12/21/2021	FEDEX		21.96	EXPRESS SHIPPING
12/21/2021	FERGUSON, ROBERT		969.00	REC CLASS INSTRUCTOR
12/21/2021	FRAZER, DONOVAN		68.78	REIMBURSE POLICE DRE COURSE EXPENSES
12/21/2021	GOLDEN STATE FLEET SVCS INC		125.00	POLICE VEHICLE TOW
12/21/2021	GOODWIN CONSULTING GROUP, INC.		13,545.00	SPECIAL TAX CONSULTING DUBLIN CROSSING CFD
12/21/2021	HAIDER, AGHA S.		156.69	MILEAGE REIMBURSEMENT NOV 2021
12/21/2021	HATZIKOKOLAKIS, JACQUI		9.18	MILEAGE REIMBURSEMENT DEC 2021
12/21/2021	HF&H CONSULTANTS, LLC		17,287.50	SOLID WASTE FRANCHISE AGREEMENT AMENDMENT
12/21/2021	HISATOMI, LISA		600.00	EMPLOYEE RECOGNITION AWARD 15YR
12/21/2021	IRON MOUNTAIN		341.39	POLICE RECORDS STORAGE - DEC 2021
12/21/2021	JACKMAN, SHARLENE		500.00	EMPLOYEE RECOGNITION AWARD 10YR
12/21/2021	JAVORSKY, KYLE		189.84	MILEAGE REIMBURSEMENT NOV 2021
12/21/2021	JOHNSON CONTROLS SECURITY		519.72	FIRE ALARM INSTALLATION
12/21/2021	LANLOGIC INC.		4,171.00	INFORMATION SYSTEMS CONSULTING SVCS
			1,050.00	MALWARE PROTECTION SERVICES
			425.00	NETWORK MONITORING SERVICES
		Check Total:	5,646.00	
12/21/2021	LIVERMORE AUTO GROUP		1,628.75	POLICE VEHICLE MAINT & REPAIRS
12/21/2021	LSA ASSOCIATES INC.		9,120.50	CEQA DOC PREP-BRANAUGH PROP STAGE 2 DEV
			2,822.50	CEQA DOC PREP-RIGHETTI PROPERTY STAGE 2
			2,218.75	PLANNING SVCS-INSPIRATION DR ASST LIVING
		Check Total:	14,161.75	
12/21/2021	MAKE ME A PRO SPORTS		5,850.00	REC CLASS INSTRUCTOR
12/21/2021	MEYERS NAVE		18,223.63	LEGAL SERVICES OCT 2021
12/21/2021	M-GROUP		9,447.50	PLANNING SVCS-BLVD PH1-5 & TASSAJARA HILLS
12/21/2021	MMANC		75.00	MEMBERSHIP RENEWAL - DHADWAL
12/21/2021	MORAN, RYAN		8.02	REIMB PUBLIC INFO OFFICERS CONF EXP-MORAN
12/21/2021	NETFILE INC.		3,245.21	ANNUAL SUBSCRIPTION FOR CAMPAIGN E-FILING
12/21/2021	ONE WORKPLACE L. FERRARI LLC		836.13	OFFICE FURNITURE
12/21/2021	PETIT, CHRISTINE		657.60	REC CLASS INSTRUCTOR
12/21/2021	PG&E		1,103.06	SERVICE TO 11/11/2021
			565.70	SERVICE TO 11/23/2021
			114.55	SERVICE TO 11/24/2021
			159.10	SERVICE TO 11/29/2021
			1,745.50	SERVICE TO 11/30/2021
			5,769.86	SERVICE TO 12/01/2021
			1,341.45	SERVICE TO 12/02/2021
			142.04	SERVICE TO 12/03/2021
		Check Total:	10,941.26	

City of Dublin
Payment Issuance Report
Payments Dated 12/1/2021 through 12/31/2021

Date Issued	Payee	Amount	Description
12/21/2021	PRUDENTIAL OVERALL SUPPLY	54.20	MAT SERVICE - THE WAVE
12/21/2021	QUADIENT FINANCE USA, INC.	356.95	POSTAGE FOR POLICE DEPT - NOV 2021
12/21/2021	REGIONAL GOVERNMENT SERVICES	24,746.70	HR RECRUITMENT SERVICES
12/21/2021	RRM DESIGN GROUP, A CA CORP	1,569.75	LANDSCAPE PLAN CHECK & INSPECTIONS
12/21/2021	SELECT IMAGING	606.38	DUBLIN ORNAMENTS
12/21/2021	SHUMS CODA ASSOCIATES INC	1,187.50	PLAN CHECK SERVICES NOV 2021
12/21/2021	SIU, HENRY	800.00	EMPLOYEE RECOGNITION AWARD 20YR
12/21/2021	SQUAD ESTATES	2,091.00	REC CLASS INSTRUCTOR
12/21/2021	STONE, ROBERT	14.11	MILEAGE REIMBURSEMENT NOV 2021
12/21/2021	SURF TO SNOW ENVIRONMENTAL	167.00	SPILL RESPONSE ASSISTANCE & MRP INSPECTIONS
12/21/2021	TERRYBERRY	151.54	EMPLOYEE RECOGNITION GIFT - DETERMAN
		163.98	EMPLOYEE RECOGNITION GIFT - CHING
		148.06	EMPLOYEE RECOGNITION GIFT - ELLIOTT
		141.70	EMPLOYEE RECOGNITION GIFT - NORTON
		160.80	EMPLOYEE RECOGNITION GIFT - OLIVAS
	Check Total:	766.08	
12/21/2021	THE ECOHERO SHOW, LLC.	1,375.00	DUBLIN SCHOOLS RECYCLING EDUC ASSESSMENT
12/21/2021	TRB AND ASSOCIATES, INC.	28,720.00	BLDG INSP/PLAN CHECK & CODE ENF SVCS
12/21/2021	TYLER TECHNOLOGIES, INC.	2,800.00	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION
12/21/2021	UNITED SITE SERVICES OF CA INC	665.57	BLDG INSP TRAILER SEPTIC TANK SERVICES
12/21/2021	UNIVERSAL BUILDING SERVICES	75.00	CARPET CLEANING SERVICES SENIOR CENTER
12/21/2021	URBAN SUSTAINABILITY	1,800.00	URBAN SUSTAINABILITY NETWORK 2022 DUES
12/21/2021	VERIZON WIRELESS	1,748.46	POLICE SITCAM SIM CARDS TO 12/3/21
		639.20	POLICE VEHICLE MODEM & CITY CELL PHONES
	Check Total:	2,387.66	
12/21/2021	WC3-WEST COAST CODE CONSULTANT	17,110.00	BLDG INSP/PLAN CHECK SVCS AUG 2021
		19,538.75	BLDG INSP/PLAN CHECK SVCS NOV 2021
	Check Total:	36,648.75	
12/21/2021	WETHERFORD, HAZEL	500.00	EMPLOYEE RECOGNITION AWARD 10YR
12/21/2021	WILLIAM AVERY & ASSOCIATES INC	5,500.00	HUMAN RESOURCES RECRUITMENT SERVICES
	Payments Issued 12/21/2021 Total:	**4,171,174.41**	
12/28/2021	DSRSD	168,771.22	SERVICE TO 11/30/2021
12/28/2021	U.S. BANK CORPORATE PMT SYSTEM	29.99	ADOBE STOCK IMAGES
		25.00	ASSN FOR COMMUTER INCENTIVES WEBINAR-YOUNG
		165.00	CA PARKS & REC MEMBERSHIP-WEBER
		321.95	NEW LAW & ELECTIONS SEMINAR EXPENSES-MOORE
		1,000.00	CITYSERVE PRAYER BREAKFAST
		720.00	HOMETOWN HEROES VETERAN'S LUNCH-20 ATTENDEES
		1,093.79	INSIDE DUBLIN & ECON DEV BUSINESS REC SUPPLIES
		970.00	COMPUTER EQUIPMENT
		-36.03	CREDIT FOR RETURNED DECORATIONS
		12.00	DIGITAL NEWS SUBSCRIPTION
		1,789.50	DRY CLEANING FOR FACILITY RENTAL LINENS
		3,135.94	EMPLOYEE RECOGNITION EVENT SUPPLIES
		277.19	FINANCE ERP TRAINING LUNCHES

City of Dublin
Payment Issuance Report
Payments Dated 12/1/2021 through 12/31/2021

Date Issued	Payee	Amount	Description
		203.25	HALLOWEEN SUPPLIES & AUTO EQUIPMENT
		1,930.29	INSIDE DUBLIN SUPPLIES
		335.00	INT'L CODE COUNCIL GOV'T MEMBERSHIP
		2.99	MONTHLY ICLOUD STORAGE SUBSCRIPTION
		114.70	OFFICE SUPPLIES
		1,114.31	PLANNING ASSN DUES-CASS, PERMIT TECH TRNG
		610.84	POLICE DRUG RECOGNITION TRAINING EXP-FRAZER
		666.99	POLICE SUPPLIES
		703.52	POLICE TRAINING & PROMOTIONAL LUNCHEON
		1,739.29	DRUG AWARENESS TRAINING EXP-COWENS
		4,740.75	POLICE INVESTIGATIVE SOFTWARE
		231.73	PRESCHOOL SUPPLIES
		1,940.14	PUBLIC INFO OFFICER CONF EXP-JACKMAN
		1,893.16	SENIOR CENTER EQUIPMENT
		30.48	SENIOR CENTER SUPPLIES
		153.37	SHANNON CENTER SUPPLIES
		49.78	THE WAVE BIRTHDAY PARTY PACKAGE SUPPLIES
		689.23	THE WAVE TRAINING SUPPLIES & CERTIFICATIONS
		845.12	TREE LIGHTING EVENT SUPPLIES
	Check Total:	27,499.27	
	Payments Issued 12/28/2021 Total:	**196,270.49**	

Grand Total for Payments Dated 12/1/2021 through 12/31/2021: 8,816,835.54

Total Number of Payments Issued: 212

Agenda Item 4.7

STAFF REPORT
CITY COUNCIL

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Authorizing Remote Meetings of City Council and City Commissions Due to Increase in COVID-19 Cases
Prepared by: John Bakker, City Attorney

EXECUTIVE SUMMARY:

From March 2020 through September 2021, the City conducted meetings of its legislative bodies remotely pursuant to various executive orders that suspended certain Brown Act provisions. In October, the City returned to in-person meetings and at the same time state law changed to require certain findings to be made for an agency to meet remotely. Under the new law, AB 361, the City can conduct virtual meetings where the Governor has proclaimed a State of Emergency and state or local health officials have imposed or recommended social distancing or where the City Council has declared the need to meet remotely due to imminent risks to the health or safety of attendees. The current substantial increase in cases resulting from the Omicron variant lead Staff to conclude that it would be prudent for the City Council and City Commissions to meet virtually for at least the next 30 days. The City Council will consider adopting a resolution that would allow for virtual meetings for the next 30 days.

STAFF RECOMMENDATION:

Adopt the **Resolution** Finding That There Is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Remote Teleconferenced Meetings of the Legislative Bodies of the City of Dublin for the 30-Day Period Beginning January 11 Pursuant to AB 361.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State address the broader spread of COVID-19.

On March 18, 2020, the City Council adopted a resolution ratifying the proclamation of a local state of emergency by the Director of Emergency Services due to COVID-19.

On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home.

At that time and through September 2021, the City's legislative bodies met by teleconference. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded certain clauses of Executive Order N-29-20 after September 30, 2021, including clauses that suspended certain provisions of the Brown Act. Thus, effective October 1, 2021, agencies would have had to transition back to public meetings held in full compliance with the Brown Act. The City of Dublin began meeting in person beginning in October 2021.

Since the Governor issued Executive Order N-08-21, the highly contagious Delta variant has emerged, causing a spike in cases throughout the state and within the Alameda County. As a result, the Alameda County Health Officer issued a Health Order requiring masks indoors in public places, regardless of vaccination status, starting August 3, 2021. Additionally, since then, the Omicron variant has emerged and been designed as a variant of concern by the United States, and the number of cases around the world has increased markedly over the last month.

On September 16, 2021, the Governor signed AB 361 (2021) which allows for local legislative and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the Council make specified findings. AB 361 took effect immediately.

AB 361 allows local legislative bodies to continue to meet remotely after the expiration of the clauses of Executive Order N-29-20. Under AB 361, the City and its legislative bodies may meet remotely when:

- The local agency holds a meeting during a declared state of emergency;
- State or local health officials have imposed or recommended measures to promote social distancing;
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees.

The City meets the requirements to continue holding meetings remotely in order to ensure the health and safety of the public:

- The Governor has declared a State of Emergency, and the City Council has ratified the proclamation of a local emergency by the Director of Emergency Services;
- County Health orders require that individuals in indoor public spaces wear masks and the CDC recommends social distancing of at least six feet due to COVID-19;
- The Delta variant of COVID-19 has resulted in a significant increase of COVID-19 cases within the state and throughout Alameda County;
- Meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies, and staff.

The proposed resolution includes the necessary findings pursuant to AB 361 to allow the City Council and the City's legislative bodies to meet remotely for the next 30 days. The City Council would need to adopt a subsequent resolution declaring the need to continue to meet remotely to allow for such meetings after that 30 day period.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Finding That There Is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Remote Teleconferenced Meetings of the Legislative Bodies of the City of Dublin for the 30-Day Period Beginning January 11 Pursuant to AB 361

RESOLUTION NO. xx-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

FINDING THAT THERE IS A PROCLAIMED STATE OF EMERGENCY; FINDING THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES AS A RESULT OF THE STATE OF EMERGENCY; AND AUTHORIZING REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF DUBLIN FOR THE 30-DAY PERIOD BEGINNING JANUARY 11 PURSUANT TO AB 361

WHEREAS, all meetings of the City of Dublin's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code sections 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of the novel coronavirus disease 2019 ("COVID-19"); and

WHEREAS, on March 18, 2020, the City Council adopted a resolution ratifying the proclamation of a local emergency by the Director of Emergency Services due to COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, as a result of the COVID-19 pandemic, and pursuant to Executive Order N-29-20 and its successors, the City Council met primarily virtually through September 2021; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ended the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows for local legislative bodies and advisory bodies to conduct meetings via teleconferencing under specified conditions and includes a requirement that the City Council make specified findings. AB 361 (2021) took effect immediately; and

WHEREAS, under AB 361 (2021), an agency meeting virtually requires that the Governor declare a State of Emergency pursuant to Government Code section 8625; and

WHEREAS, AB 361 (2021) further requires that state or local officials have imposed or recommended measures to promote social distancing, or, requires that the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City, specifically, Governor Newsom has declared a State of Emergency due to COVID-19; and

WHEREAS, since the issuance of Executive Order N-08-21, the highly contagious Delta variant of COVID-19 has emerged, causing an increase in COVID-19 cases throughout the State and Alameda County; and

WHEREAS, on August 3, 2021, in response to the Delta variant of COVID-19, the Alameda County Health Officer issued an order for nearly all individuals to wear masks when inside public spaces; and

WHEREAS, on November 30, 2021, the Omicron variant was designated as a variant of concern by the United States, and there has been a marked increase in cases during the last month in Alameda County; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least 6 feet from others outside of the household; and

WHEREAS, because of the rise in cases due to the Omicron variant of COVID-19, the City is concerned about the health and safety of all individuals who intend to attend City Council and meetings of the City's other legislative bodies; and

WHEREAS, the City Council finds that the imminent risks of the City's legislative bodies holding in person meetings to the health or safety of attendees exists due to the Omicron variant of COVID-19; and

WHEREAS, the City shall ensure that its meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings.

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

1. The above recitals are true and correct, and incorporated into this Resolution.

2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the City Council makes the following findings:

   a) The City Council has considered the circumstances of the state of emergency; and

b) The state of emergency, as declared by the Governor and City Council, and as specifically related to the current increase in cases apparently resulting from the Omicron variant, directly impacts the ability of the City Council and the City's legislative bodies, as well as staff and members of the public, to meet safely in person; and

c) The CDC continues to recommend physical distancing of at least six feet due to COVID-19 and as a result of the presence of COVID-19 and the increase of cases due to the Omicron variant, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.

3. City Council and City's legislative bodies may meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public for a period of thirty days following the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 11th day of January 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Mayor

ATTEST:

_____

City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

Agenda Item 4.8

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: City Council Participation in the 2022 St. Patrick's Day Parade
Prepared by: Colleen Tribby, Assistant City Manager

EXECUTIVE SUMMARY:

The City Council will consider participating in the 2022 St. Patrick's Day Parade by riding as a group on a decorated float.

STAFF RECOMMENDATION:

Direct Staff to proceed with securing and decorating a float to be used by the City Council during the parade.

FINANCIAL IMPACT:

Costs associated with the decoration of the float are covered in the current operating budget.

DESCRIPTION:

At the December 21, 2021 meeting, the City Council discussed methods of participating in the upcoming 2022 St. Patrick's Day Parade and directed Staff to further investigate potential options to be presented at the January 2022 meeting.

After evaluating options, Staff believes the use of a single float carrying the City Council as a group is the most effective tool for the parade. A single float will keep City Councilmembers together along the parade route while allowing for equal visibility to spectators. Staff has looked into single flatbed and trailer options from 5'6" by 10' up to 7'7" by 12', which would be decorated with the St. Patrick's Day theme and would incorporate the City's 40th (Ruby) Anniversary to be marked on February 1, 2022. The safety of the City Councilmembers will be paramount in Staff's selection of the specific vehicle to be used.

Staff is seeking City Council approval of this concept in order to move forward with preparations for the parade.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 7.1

STAFF REPORT
CITY COUNCIL

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Community Workforce Agreement with the Building and Construction Trades Council of Alameda County and Affiliated Unions
Prepared by: John Bakker, City Attorney and John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will consider approving a Community Workforce Agreement with the Building and Construction Trades Council of Alameda County and affiliated unions. The proposed Community Workforce Agreement would cover all public works projects valued at or over $1,000,000 and will ensure there are no labor issues related to major construction projects while bolstering local efforts to connect residents with careers in the building and construction trades.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Community Workforce Agreement between the City of Dublin and the Building and Construction Trades Council of Alameda County and its Affiliated Unions.

FINANCIAL IMPACT:

The financial impacts of Community Workforce Agreements (CWAs) on public works projects have been the subject of much debate. Previous Staff Reports to the City Council have detailed the anecdotal evidence from other municipal jurisdictions and the fiscal impacts of their CWAs. However, the extent to which those impacts can be directly attributed to the CWA versus other local economic trends is not known.

The proposed CWA will have a direct financial impact on the City, which will be attributed to the administrative burdens of implementing and monitoring the agreement. The City does not have the Staff capacity to manage the agreement in-house. On October 14, 2021, Staff issued a Request for Qualifications for Community Workforce Agreement Administrator/Coordinator Services to select a consultant to manage the agreement. The estimated cost of these contract services is $250,000 annually, or $1,250,000 for the term of the CWA. These costs will be spread across the various eligible Capital Improvement Program (CIP) projects, increasing individual project budgets. The approval of this consulting services contract will be considered at a later City Council

meeting.

Lastly, Staff may need to return to the City Council for additional budget authorization during the mid-year financial review for any CIP projects that will be bid under this agreement, and for which additional appropriation and budget authorization may be required.

DESCRIPTION:

Background

CWAs are binding, pre-hire agreements requiring the use of organized labor (unions) on public works projects. They are akin to Project Labor Agreements, which apply such pre-hire requirements to either a specific project or class of projects. CWAs typically apply to a broader class of a jurisdiction's public works projects and include provisions, such as local hire, designated to benefit the community. Beyond those community benefits, CWAs include labor-peace provisions that prohibit strikes, work slowdowns, stoppages, and lockouts.

In 2019, the Building and Construction Trades Council of Alameda County (BTC) approached the City about potentially negotiating a CWA for capital projects. On December 3, 2019, Staff presented a report (Attachment 3) introducing concepts and key provisions of CWAs to initiate a City Council discussion on the topic. On August 18, 2020, Staff presented a second report (Attachment 3) providing additional information, research, and anecdotal evidence from other agencies that have experience negotiating and administering CWAs. After that presentation, the City Council directed Staff to initiate negotiations with the BTC and provided Staff with the general policy direction for key components of the CWA. This included the following:

1. Project Threshold—Applicable on projects when a construction cost exceeds $1,500,000, based on engineer's estimates, unless there was a small business carveout sufficient to justify lowering or removing the threshold.
2. Core Worker—Include a Core Worker provision and not place additional eligibility restrictions on Core Workers.
3. Local Hire—Include Local Hire goals and define local as "Alameda County" and a set milage radius from the City limits.
4. Apprenticeships—Include all state-approved apprenticeship training programs, not just Joint Labor-Management Apprenticeship programs.
5. Benefit Parity—The CWA should alleviate the issue of non-union firms having to pay "double benefits."
6. Career Pipelines—The CWA should detail ways the City and the BTC will work together to help develop a pipeline of talent in the building and construction trades.
7. Timeline on Referrals—The CWA should ensure that if a hiring hall is unable to fill a role within a given period, a contractor can then deploy one of their own core workers.

Discussion

Since September 2020, the City and the BTC have been working towards negotiating a mutually beneficial agreement. The result of these negotiations is the proposed CWA which is attached as Exhibit A to the Resolution. Below provides a summary of the key elements of the final negotiated CWA, with the cited agreement sections identified in parenthesis:

1. Term (18.2): The City and the BTC negotiated an effective date of December 7, 2021, which was the date the City Council was to consider this item originally. However, the agreement will not become operative until 90-days following the effective date (Operative Date). This 90-day window is designed to give the City time to select a contractor to assist with the administration of the CWA, as well as give Public Works Staff time to make updates to bid packages and other relevant documents. The "Operative Term" is a period of five years, which will end on March 7, 2027.

   The City requested a longer term of the agreement in order to compile enough data to conduct a full analysis of the costs and benefits of this initial agreement. Most cities have elected for three-year terms but have typically had to extend their agreements to allow for more time for such analyses to take place.

2. Scope (1.17; 2.2): The CWA will apply to all City construction projects where the engineer's estimate of the total cost of the project or the cumulative bid amount(s) submitted by the contractor(s) award Construction Contracts for the Project meets or exceeds $1,000,000).

   The City initially negotiated for a threshold of $1,500,000 with a small business carveout. The BTC was unwilling to entertain a higher project threshold and instead offered either a $1,000,000 threshold or a small business carveout capped at 5% of the current CIP project budgets.[1] Upon further research, Staff determined that a Small Business Carveout would add significant administrative complexity to the agreement, and therefore elected for the $1,000,000 threshold which is on par with similar agreements in Alameda County.

   The CWA will govern all Construction Contracts awarded during the Operative Term. Any current construction contracts awarded prior to this date will not be subject to the requirements of the CWA.

3. Exclusions (2.4): Furthermore, the agreement will not apply to construction contracts awarded by entities other than the City. The CWA will not cover work performed by the City's own employees, as permitted by the Public Contract Code. Construction contracts issued during a locally declared emergency which are associated with emergency response and recovery activities and are subject to FEMA procurement and contract requirements are exempt from the agreement. The CWA excludes construction contracts substantially funded by any federal, state, local, or other public agency that prohibits the application of this Agreement; however, with respect to such work, the City agrees to make a reasonable effort to defend the application of the Agreement.

4. Labor Peace (4.1): During duration of the Projects covered by the agreement, there shall be no strikes, sympathy strikes, work stoppages, picketing, hand-billing, or otherwise advising the public that a labor dispute exists, refusal to work, walk-off, sit down, stand-in, wobble,

[1] The small business carveout would have exempted those businesses with 100 or fewer employees and an average annual gross receipt of $15M or less, over the last three tax years, and could only cover 5% of the projects total budget.

boycott, or slowdowns of any kind for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other facility of the City because of a dispute on the Project. Nor shall the Unions or construction persons employed on the Projects participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, or otherwise advising the public that a labor dispute exists at a Project jobsite because of a dispute between Unions and Contractor(s) on any other project.

5. Joint-Administrative Committee (5.4): The City and the BTC will establish a Joint Administrative Committee comprised of an equal number of representatives from the City and the BTC. This committee will ensure the terms of the Agreement are being fulfilled and concerns pertaining the operation of the Agreement are address.

6. Sole Operator Carveout (8.3): The agreement will not apply to Sole Operators self-performing work on a covered project. However, should the Sole Operator hire any additional employees, the sole operator will then be treated as a core worker and the subsequent employees will be dispatched from the Hiring Hall.

7. Referral Timeliness (8.6): Under the agreement should a Union Hiring Hall be unable to fill a requested position within a 48-hour period (excluding weekends and holidays), the Contractor/Employer is then free to obtain the worker from any source.

8. Core Workers (8.6): A Contractor may request by name, and the local Union shall honor, referral of Core Workers. The Union will first refer to such Contractor one worker from the applicable hiring hall, and then will refer one of the Contractor's Core Workers, up to a total of five Core Workers. After that threshold is met, all hiring must be completed through the Hiring Hall.

   Core Workers must have been on the contractor/employer's active payroll for at least 90 of the last 180 days; possess all licenses and certification required by law; be able to safely perform the basic functions of the applicable trade as required by law and have worked at least 1,000 hours in the applicable craft or trade. Core Workers will be disclosed by the Contractor at the outset of the project and the Union will recognize them provisionally. These Core Worker parameters are like those included in other municipal CWAs in Alameda County

   Staff attempted to secure a higher number of total core workers, which the BTC was unwilling to entertain. However, five is the number of core workers included in other city CWAs in Alameda County.

9. Local Hires (10.1): Local Residents are those individuals that reside within Alameda County or within a 15-mile radius of the City limits (which includes but is not limited to all or portions of the Cities and unincorporated communities of Alamo, Danville, San Ramon, Walnut Creek, Lafayette, Orinda, and Moraga.). The Local Hire Goal is a minimum of 20% of all hours worked on the project to be worked by Local Residents.

Many municipal CWAs have included a standard 30% local hire goal; however, staff's research indicates that those goals have not been met. The City and the BTC believe the 20% local hire goal is achievable, given the parameters of "Local Residents" and availability of eligible workers in that area.

10. Apprenticeships (10.2): Contractors will be required to hire one new apprentice for the first $1,000,000 as determined by the engineer's estimate. Thereafter, the Contractors will be required to hire one new apprentice for every $5,000,000 as determined by the engineer's estimate. Apprentices must work a minimum of 10% of the total craft's work hours and may be deployed to another project to ensure the minimum number of hours are met. New Apprentices are "Local Residents" who are being sponsored into or has been enrolled in a State-Approved apprenticeship training program administered by a Joint-Apprenticeship Training Committee for less than two years.

    The City attempted to negotiate apprenticeship language which would include both unilateral and joint-management apprenticeship programs. However, upon further review of apprenticeship data for the defined Local Residents, the total number of Local Residents enrolled in a unilateral apprenticeship program was significantly lower than the number in the joint-management programs. Given this dynamic, and the BTC's apprehension to including unilateral apprenticeship programs, the City and the BTC agreed to only joint-management apprenticeship programs.

11. Community Partnerships (10.3): Unique to Dublin's CWA is the inclusion of a Community Workforce Partnerships clause. It states that the City and the BTC, in partnership with the Construction Trades Workforce Initiative and in conjunction with other interested Tri-Valley community-based organizations, will work together in good faith to identify and develop an initiative, or multiple initiatives, to connect residents of the Tri-Valley Region with careers in the Building and Construction Trades, with a particular focus on providing opportunities to disadvantaged individuals.

The City was unable to secure any provisions regarding benefit parity with the BTC.

Next Steps

Once approved by the City Council, Staff and the BTC will facilitate the execution of the CWA. Once fully executed, the City will have 90 days to take all administrative steps necessary to ensure a smooth implementation of the agreement, including selecting and onboarding the Community Workforce Agreement Administrator/Coordinator contractor.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. Copies of this report have been sent to interested parties.

ATTACHMENTS:

1) Resolution Approving the Community Workforce Agreement between the City of Dublin and the Building and Construction Trades Council of Alameda County and its Affiliated Unions
2) Exhibit A to the Resolution -- Community Workforce Agreement between the City and the Building and Construction Trades Council of Alameda County
3) Previous Staff Reports on CWAs

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE COMMUNITY WORKFORCE AGREEMENT BETWEEN THE CITY OF DUBLIN AND THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF ALAMEDA COUNTY AND ITS AFFILIATED UNIONS

WHEREAS, the City Council has expressed a strong desire to ensure labor peace during the construction of City public works projects; and

WHEREAS, the timely and successful completion of the City's construction projects is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the capacity of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, the City and the Building Trades Council of Alameda County have negotiated a Community Workforce Agreement (CWA), attached as **Exhibit A** to this Resolution; and

WHEREAS, the purpose of the CWA is to promote the efficiency of construction operations for the City of Dublin through the use of skilled labor resulting in quality construction outcomes, to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of City public works projects, and to increase training and employment opportunities in the construction trades through local hire, apprenticeship and pre-apprenticeship, and community partnership programs for residents of the region.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves and authorizes the City Manager to execute the Community Workforce Agreement attached hereto as **Exhibit A.**

BE IT FURTHER RESOLVED that the City Manager is authorized to make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 11th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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CITY OF DUBLIN

COMMUNITY WORKFORCE AGREEMENT

Between

THE CITY OF DUBLIN

and

THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF ALAMEDA COUNTY AND ITS AFFILIATED LOCAL UNIONS

EFFECTIVE as of December 7, 2021

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INTRODUCTION/FINDINGS

This Community Workforce Agreement (the "Agreement") is entered into this 7th day of December, 2021 ("the Effective Date"), by and between the City of Dublin (hereinafter the "City"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **"Agreement to be Bound" (Addendum A)** (hereinafter the "Contractor(s)/Employer(s)"), and the Building and Construction Trades Council of Alameda County (hereinafter the "Council") and its affiliated local Unions that have executed this Agreement (referred to collectively herein as the "Union(s)").

PURPOSE

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Dublin through the use of skilled labor resulting in quality construction outcomes, to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) hereinafter defined and covered by this Agreement, and to increase training and employment opportunities in the construction trades through local hire, apprenticeship and pre-apprenticeship, and community partnership programs for residents of the Local Area hereinafter defined.

RECITALS

WHEREAS, the timely and successful completion of the City's construction projects is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on Projects and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Projects and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to the Agreement; and

WHEREAS, the Contractor/Employers and the Union(s) and the City of Dublin wish to ensure labor peace at the jobsite devoid of any disruption that could jeopardize the schedule and timeliness of the construction process, where both contractors that are signatory to collective bargaining agreements and contractors that are not signatory to collective bargaining agreements are supervising employees; and,

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

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WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, SB 922, codified as Public Contract Code Section 2500 *et seq.,* authorizes public entities to use, enter into, or require contractors to enter into, project labor agreements for construction projects, provided the agreement includes specified taxpayer protection provisions, which requirements have been incorporated into this Agreement; and

WHEREAS, the contract(s) for construction work on the Projects will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the City of Dublin has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Projects.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AMONG THE PARTIES HERETO, AS FOLLOWS:

1 DEFINITIONS

1.1 "Agreement" means this Community Workforce Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 "City" means the City of Dublin.

1.4 "Completion" means that point at which there is Final Acceptance and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.5 "Construction Contract" means all of the contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of a Project is done) for construction of any Project as that term is hereinafter defined.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including a prime contractor, general contractor, construction manager, design-build entity, lease-leaseback entity, or equivalent), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of the Project, under contract terms and conditions that are approved by the City, and all contractors and subcontractors of any tier.

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1.7 "Core Worker" is a person that a Contractor/Employer can demonstrate meets the all the following qualifications: he or she (a) appeared on the Contractor/Employer's active payroll for at least ninety (90) of the last one hundred and eighty (180) working days prior to award of a Construction Contract; (b) possesses of all licenses and certifications required by applicable state and federal law for the work being performed; (c) has the ability to safely perform the basic functions of the applicable trade as required by law; and(d) has worked at least one thousand (1,000) hours in the applicable craft or trade.

1.8 "Council" means the Building and Construction Trades Council of Alameda County.

1.9 "Effective Date" means December 7, 2021, which is the date upon which the Agreement was both ratified by the City Council of the City of Dublin and executed by the City and the Council.

1.10 "Final Acceptance" means that point in time at which the City has finally determined that the work pursuant to a Construction Contract has been completed.

1.11 "Local Area" means all of Alameda County and the portions of Contra Costa County that are within a 15-mile radius of City limits (which includes but is not limited to all or portions of the cities and unincorporated communities of Alamo, Danville, San Ramon, Walnut Creek, Lafayette, Orinda, and Moraga).

1.12 "Local Resident" means a person permanently residing in the Local Area, as demonstrated by proof of residency that is not a post office box.

1.13 "Master Agreement" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.14 "New Apprentice" means a Local Resident who is being sponsored into or has been enrolled in a state-approved apprenticeship training program administered by a Joint Apprenticeship Training Committee for less than two years.

1.15 "Operative Date" means the date that is 90 calendar days following the Effective Date. However, should the City issue any bid documents, requests for proposals, or other equivalent solicitations for a project(s) that satisfies the definition in Section 1.17 between the Effective Date and the Operative Date, this Agreement and all of its provisions shall apply to said project(s).

1.16 "Operative Term" means the period of time that begins on the Operative Date and continues until the end of the Term.

1.17 "Project" means all City projects where the engineer's estimate of the total cost of the project, or the cumulative bid amount(s) submitted by the contractor(s) awarded Construction Contracts for the Project, meets or exceeds one million dollars ($1,000,000). All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Projects shall not

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be divided or split into separate contracts for the purpose of evading coverage under this Agreement.

1.18 "Project Manager" means the person(s) or entity(ies) designated by the City to oversee the Projects and the implementation of this Agreement.

1.19 "Schedule A" has the same meaning as Master Agreement.

1.20 "Sole Operator" means a licensed contractor with no employees and exempted by the Contractor's State License Board from the requirement to carry worker's compensation insurance, pursuant to California Business and Professions Code section 7125.

1.21 "Term" means the period of time consisting of the "Operative Term" and any "Extended Term(s)" as those phrases are defined in Section 18.2.

1.22 "Union" or "Unions" means the Building and Construction Trades Council of Alameda County and its affiliated Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement..

1.23 "Veteran" means a person who served in the United States military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable, which is the same meaning set out in 38 U.S.C. § 101(2).

2 SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the City, the Council, and the Unions.

2.2 Applicability: During the Operative Term, this Agreement governs all Construction Contracts awarded on a Project as defined. This Agreement shall no longer apply after Completion, except when the City directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract, when a Contractor performs work under a change order for a Construction Contract, and when start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project are performed pursuant to a Construction Contract.

2.3 Covered Work: This Agreement covers, without limitation, site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project, that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of a Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary and permanent HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start up, installation of modular furniture, and final clean up. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

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2.3.1 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication for the Project defined herein, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.2 The furnishing of supplies, equipment or materials that are stockpiled for later use shall in no case be considered subcontracting. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process, as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation material, construction debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.3 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, that the installation of specialty items which may be furnished by the Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; further, provided, however, in circumstances requiring special knowledge of the particular item(s), work may be performed by construction persons of a manufacturer or vendor where necessary to protect a manufacturer's warranty provided the manufacturer or vendor can demonstrate, by an enumeration of specific tasks, that the work cannot be performed by construction persons employed under this Agreement.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of various National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles 4, 13, and 14 of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 Construction Contracts awarded by entities other than the City.

2.4.2 The current or anticipated operation, maintenance, repair, access to or use of any of the City's buildings or facilities, except in those circumstances where the Project satisfies the requirements set forth in Section 1.17 ("Projects").

2.4.3 Work performed by the City's own employees as permitted by the Public Contract Code.

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2.4.4 Contractor/Employer's non-construction craft employees such as executives, managerial employees, engineering employees, design employees, supervisors above the level of general foreman (unless covered by a Master Agreement), and office, clerical, and administrative personnel that are not performing construction work on the project.

2.4.5 Any non-Project work performed on, near or leading to the site of work covered by this Agreement that is undertaken by state, county, or other governmental bodies or their contractors; or by public or private utilities or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.6 Off-site maintenance of leased equipment and on-site supervision of such work.

2.4.7 Construction Contracts issued during a Locally Declared Emergency, pursuant to Dublin Municipal Code Chapter 2.44, which are associated with emergency response and recovery activities and are subject to FEMA Procurement and Contracting Requirements.

2.4.8 Construction Contracts substantially funded by any federal, state, local or other public agency that prohibits the application of this Agreement; however, with respect to such work, the City agrees to make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then, upon mutual agreement by the Council, the City shall modify the requirements of this Agreement accordingly to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement, pursuant to Public Contract Code Section 2500 *et. seq.* The bidder need only be willing, ready, and able to execute the Agreement to be Bound. This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance. In the event that a Construction Contract extends beyond the Operative Term or any Extended Term, the terms of this Agreement incorporated therein shall survive until Completion, notwithstanding anything to the contrary in this Agreement.

2.6 Termination, Suspension and/or Delay of Work: It is understood and agreed that the City, at its sole option, may change, terminate, delay and/or suspend any and all portions of the covered work at any time; however, if such a Construction Contract or portion of a Construction Contract is later reauthorized, this Agreement shall apply. Furthermore, the City may prohibit some or all

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work on certain days or during certain hours of the day to comply with applicable codes, laws or regulations, permits or to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of the ongoing Project's work on the businesses and residents in the neighborhood of the Project sites; and/or require such other operational or schedule changes that may be deemed necessary, in its sole judgment, to effectively maintain the primary purpose of the City's facilities and to remain a good neighbor to the residents and businesses in the area of the Projects. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this section.

3 EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

3.5 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.6 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the

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Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.

3.7 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.8 The Unions agree that this agreement does not have the effect of creating any joint employment status between or among the City and/or any contractor or subcontractor.

4 WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Council, the Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, refusal to work, walk-off, sit down, stand-in, wobble, boycott, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other facility of the City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article, except that the Unions or construction persons employed on the Projects may not participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, or otherwise advising the public that a labor dispute exists at a Project jobsite because of a dispute between Unions and Contractor(s) on any other project.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 As indicated in Section 4.1.1, there shall be no strike, sympathy strike, picketing, handbilling or otherwise advising the public that a labor dispute exists, refusal to work, walk-off, sit-down, stand-in, wobble, boycott, or slowdowns of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Projects and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike or withhold labor from the Contractor(s) on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the Union(s) and Contractor(s) agree to an interim agreement that will apply until a new Master Agreement is reached, the employees shall work under the terms of the interim agreement until a new or modified Master Agreement is reached between the Union(s) and Contractors(s). If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the

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new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In consideration of the foregoing, the Contractor(s) shall not incite, encourage, or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the City's decision to terminate or suspend work on the site or any portion thereof for any reason.

4.1.5 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.6 Notification: If the City or any Contractor contends that any Union has violated this Article, it will so notify, in writing, the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

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4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Liquidated Damages: If the Arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of the issuance of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after the arbitrator's issuance of the decisions, then the breaching party shall pay the sum of ten thousand dollars ($10,000) as liquidated damages to the City per shift until the breach is remedied. The arbitrator shall retail jurisdiction for the sole purpose of determining compliance with this obligation and determining the amount of liquidated damages, if any; but such retention shall not prevent the moving party from seeking judicial enforcement of the initial decision.

4.2.6 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.8 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

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4.2.9 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

5 PRE-JOB CONFERENCES

5.1 Timing: The Project Manager shall convene and conduct, at a physical or virtual location and time agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least ten (10) working days prior to the commencement of any Project work, or the commencement of any Project work under a subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City or their designee may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

5.3.1 A listing of each Contractor's scope of work
5.3.2 The craft assignments;
5.3.3 The estimated number of craft workers required to perform the work
5.3.4 Transportation arrangements;
5.3.5 The estimated start and completion dates of the work; and
5.3.6 Discussion of pre-fabricated materials.

5.4 Joint Administrative Committee: In order to ensure the terms of this Agreement are being fulfilled and concerns pertaining to the operation of this Agreement are addressed, the City and the Council shall establish a Joint Administrative Committee comprised of an equal number of representatives from the City and the Council. The Joint Administrative Committee shall meet on a periodic basis during the term of construction, at least annually, to assess the implementation of this Agreement, review the progress of Projects, and facilitate harmonious relations between the parties. Both the City and the Council shall have the right to call a meeting of the Joint Administrative Committee.

6 NO DISCRIMINATION

6.1 The Contractors and the Unions agree to not engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, disability or any other basis made illegal by federal, state, and local law against any person, or applicant for employment on the Projects.

7 UNION REPRESENTATION

7.1 The Contractor(s)/Employer(s) recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 The Contractor(s)/Employer(s) shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the

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applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

8 REFERRAL AND CORE WORKERS

8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Unions shall operate the Job Referral System in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those that require equal employment opportunities and prohibit discrimination

8.2 The Contractor(s)/Employer(s), including those that are not signatory to a Master Agreement, shall have the right to reject any applicant referred by the Union(s), to the extent permitted under the terms of the applicable Master Agreement.

8.3 Sole Operators. A Sole Operator self-performing work on a covered Project shall execute an Agreement to be Bound, attend the pre-job conference and identify themselves as a Sole Operator, but shall not be required to request dispatch from the union hall with jurisdiction over the Sole Operator's work. However, if the Sole Operator hires any additional employees on a covered Project, the Sole Operator will be treated as a Core Worker and any subsequent employee(s) will be dispatched from the hiring hall. Before hiring an employee(s) on the Project, the Sole Operator must request permission from the JAC through the Coordinator and provide evidence of compliance with CLSB and Workers Compensation requirements..

8.4 Core Workers

8.4.1 A Contractor may request by name, and the local Union shall honor, referral of Core Workers. The Union will first refer to such Contractor one (1) worker from the applicable hiring hall, and then will refer one (1) of the Contractor's Core Workers. This alternating procedure shall repeat until such Contractor/Employer has hired a maximum of five (5) Core Workers. Thereafter, all additional employees shall be hired exclusively from the applicable hiring hall out-of-work list. For the duration of the Contractor's work, this ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in reverse order and in the same ratio of Core Workers to hiring hall referrals as was applied in the initial hiring. This Section applies only to employers not signatory to a Master Agreement and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate contract administration procedures and the appropriate fringe benefit fund coverage, all Contractors shall require their Core Workers to register with the appropriate Union hiring hall and be dispatched to the Project prior to starting work.

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8.4.2 Upon request by any Party to this Agreement, including the applicable Union, the Contractor employing any Core Worker shall provide satisfactory proof (i.e., payroll records, quarterly tax records, or similar documentation) evidencing the worker's qualification as a Core Worker to the City and the Council.

8.4.3 Prior to each Contractor performing any Covered Work on a Project, such Contractor or subcontractor shall provide a list of its Core Workers to the City and the Council. Failure of such a Contractor to do so will result in that Contractor being prohibited from using any Core Workers on that Construction Contract.

8.5 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman they consider necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

8.6 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires any worker(s) pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately direct such worker(s) to the appropriate Union hiring hall to be referred for work on the Project.

9 WAGES AND BENEFITS

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

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9.5 Work on Fire Sprinkler Systems: All inspections on a Fire Sprinkler System shall be performed by an ASSE 15000 certified Sprinkler Fitter who is registered with the Office of the California State Fire Marshall. All testing and/or maintenance performed on any Fire Sprinkler System shall be performed by an individual who has graduated from a state-approved apprenticeship program. All apprentices working on fire protection systems shall be registered with a state-approved apprenticeship program.

10 LOCAL HIRE, APPRENTICES, AND WORKFORCE DEVELOPMENT

10.1 Local Hire: It is in the interest of the parties to this Agreement to facilitate employment of Local Area residents and to use resources in the Local Area in construction of the Project. It is the objective of the parties that not less than twenty percent (20%) of all hours worked on the Project will be worked by residents of the Local Area. The Unions will exert their utmost efforts to recruit sufficient numbers of craft persons that are Local Residents to fulfill the referral requirements of the Contractor(s)/Employer(s). To the greatest extent allowed by law, and to the greatest extent consistent with the Unions' hiring hall provisions, and as long as they possess the requisite skills and qualifications, the Unions shall refer Local Residents, including journeymen and apprentices, for Project work covered by this Agreement.

10.2 Apprenticeship and Workforce Development:

10.2.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

10.2.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

10.2.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

10.2.4 Consistent with the requirements of California Labor Code §§ 1776, 1777.5 and 1777.6, Contractor(s)/Employer(s) shall hire one (1) New Apprentice for the first one million ($1,000,000) dollars as determined by the engineer's estimate. Thereafter, Contractor(s) will be required to hire one (1) New Apprentice for every five million dollars ($5,000,000) determined by the engineer's esimtate. The New Apprentice(s) must work a minimum of 10% of the total craft's work hours. The intent of this provision is to utilize New Apprentices to the fullest extent permissible by state law and the Master Agreements.

10.2.5 The Contractor may deploy the apprentice to work on another concurrent project in order to meet the minimum hours, and those hours will be counted towards the total hours of the craft on the City of Dublin project. Certified Payroll must reflect the hours worked. The Contractor must fully document efforts to hire a New Apprentice, through the following steps: 1) requesting New Apprentices through the Union dispatch procedure, 2) contacting

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a minimum of three (3) MC3-certified or Union pre-apprenticeship training programs for the applicable craft or trade for referral of Local Residents.

10.2.6 There can be no more than one (1) entry-level New Apprentice for each craft, provided said crafts have apprenticeship openings and the general contractor will be able to include New Apprentices hired by their subcontractor to meet this requirement. The Unions will agree to cooperate with the Contractor(s) in furnishing apprentices as requested and the hiring of the apprentices will be in accordance with the Apprenticeship provisions listed in the Master Agreements and/or the Union agreements with the Division of Apprenticeship Standards, and the apprentices shall be properly supervised and paid in accordance with provisions contained within the Master Agreements. The Unions and Contractor(s)/Employer(s) shall cooperate with local pre-apprenticeship programs to ensure Local Residents have the opportunity to apply for and enter into the apprenticeship programs.

10.2.7 Failure of Contractors and their subcontractors to maintain qualified apprentices on the job will be subject to corrective action and, if not corrected, monetary penalties, as determined by the Grievance Committee as identified in Article 13.

10.2.8 Enforcement, Compliance & Reporting: Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article 10. At a minimum the monthly reports must include 1) data on Local Residents work hour utilization on a craft by craft basis, 2) number of New Apprentices hired and the hours they have worked, 3) documentation showing any requests made to the Union dispatchers for Local Residents and the Union's response to the request. Enforcement of this article shall be according to the Grievance and Arbitration procedure outlined in Article 13.

10.3 Community Workforce Partnerships. The parties recognize the need to build within the Tri-Valley Region a pipeline to careers in the construction industry. Such effort would serve the parties' mutual goals of providing career opportunities and of developing adequate numbers of competent workers in the construction industry. In furtherance of these goals, the parties agree to work together in good faith, and in partnership with the Construction Trades Workforce Initiative (CTWI), and in conjunction with other interested Tri-Valley community-based organizations, to identify and develop an initiative or multiple initiatives to connect residents of the Tri-Valley Region with careers in the Building and Construction Trades, with a particular focus on providing opportunities to disadvantaged individuals.

10.4 Helmets to Hardhats.

10.4.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

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10.4.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

11 COMPLIANCE

11.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions, and not the City, to investigate and monitor compliance with the provisions of Article 9 of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City or its designee shall comply with its obligations thereunder as well as this Agreement.

12 JOINT ADMINISTRATIVE COMMITTEE

12.1 There is hereby established a four (4) person Joint Administrative Committee ("JAC"). The JAC shall be comprised of two (2) representatives selected by the City and two (2) representatives selected by the Council. The City and the Council shall designate alternates who may serve in the absence of the designated representatives for any purpose. The JAC shall meet quarterly, or at the request of any Party to the Agreement, including Contractor(s)/Employer(s), to review the implementation of the Agreement, review progress of the Projects, and resolve concerns or issues relating to the administration of the Agreement; however, the JAC may not change, amend, add to or detract from any of the provisions of the Agreement. The Project Manager shall convene and facilitate the quarterly meetings and any other meetings as requested.

12.2 The City and Council representatives shall report on Project progress and provide ongoing workforce projections to facilitate efficient construction and compliance with the Local Hire goal.

12.3 The JAC shall convene in an effort to resolve any grievance filed pursuant to Article 13 by unanimous vote, with such resolutions to be final and binding on all signatories to the Agreement. The failure of any party to attend said hearing shall not delay the hearing or issuance of an award by the JAC, and in the absence of any party to the grievance, the hearing may proceed *ex parte*. If the JAC is unable to resolve the grievance, the grievance may be referred in accordance with Step 3 of Article 13.

13 GRIEVANCE ARBITRATION PROCEDURE

13.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article 4 and Article 14, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

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13.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article 4, or if not available, the alternate arbitrator designated in Article 4, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

13.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

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13.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

13.9 Should any of the arbitrators listed in this Article or Article 4 no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

14 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Contractor(s)/Employer(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor(s)/Employer(s) shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor(s)/Employer(s) and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

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14.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

15 MANAGEMENT RIGHTS

15.1 Consistent with the Master Agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

16 DRUG AND ALCOHOL TESTING

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited. In addition, the use and/or sale of tobacco or vaping products on City property is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

17 SAVINGS CLAUSE

17.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

17.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article 4.

18 TERM

18.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

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18.2 The Operative Term shall be a period of five (5) years. Prior to the five (5) year anniversary of the Operative Date of this Agreement, the City and the Council shall meet to discuss proposed changes to the Agreement and/or whether to extend the agreement for an additional period or periods of time (an "Extended Term(s)").

19 MISCELLANEOUS PROVISIONS

19.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures. The Parties agree that the Agreement may be executed using electronic signatures so long as they are valid and enforceable under California law.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

[SIGNATURES TO FOLLOW]

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CITY:

CITY OF DUBLIN, a California Municipal Corporation

By: _____
Linda Smith, City Manager

Date: _____

Attest:

By: _____
Marsha Moore, City Clerk

Approved as to Form:

By: _____
John Bakker, City Attorney

COUNCIL:

Building and Construction Trades Council of Alameda County , AFL-CIO

By: DocuSigned by: Andreas Ferreira Cluver
0E01575F882740C...
Andreas Cluver, Secretary-Treasurer

Date: 12/6/2021

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SIGNATORY UNIONS

Asbestos Workers, Local 16 _____	Boilermakers, Local 549 _____
Bricklayers and Allied Craftworkers, Local 3 _____	Northern California Carpenters Regional Council (on behalf of Carpenters, Local 713, Carpenters, Local 2236, Lathers, Local 68L, Millwrights, Local 102, and Pile Drivers, Local 34) _____
Cement Masons, Local 300 _____	Plasterers, Local 66 _____
Electrical Workers, Local 595 _____	Elevator Constructors, Local 8 _____
International Union of Painters and Allied Trades, District Council No. 16 (on behalf of Auto & Marine Painters, Local 1176, Carpet & Linoleum Layers, Local 12, Glaziers, Architectural Metal & Glassworkers, Local 169, Painters & Tapers, Local 3) _____	Ironworkers, Local 378 _____
Laborers, Local 67 _____	Laborers, Local 304 _____
Operating Engineers, Local 3 _____	Roofers and Waterproofers, Local 81 _____

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Sheet Metal Workers, Local 104 _____	Sprinkler Fitters, Local 483 _____
Teamsters, Local 853 _____	United Association of Steamfitters, Pipefitters, Plumbers and Gasfitters, Local 342 _____
United Association, Underground Utility & Landscape, Local 355 _____	

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ADDENDUM A

AGREEMENT TO BE BOUND

[Date]

[Addressee]

[Address]

Re: Community Workforce Agreement for the City of Dublin

Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the Community Workforce Agreement for the City of Dublin ("Agreement"), as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 9.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Agreement undertaken by the undersigned, and the undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound. This Agreement to Be Bound shall survive the end of the Term of the Agreement, as specified in Section 2.5 of the Agreement.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR:_____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person:_____

Address of Authorized Person:_____

State Public Works Registration Number: _____

DocuSign Envelope ID: A514D8AD-2535-43B0-8AFB-78BF8A6761A9

ADDENDUM B

SIDE LETTER REGARDING AMADOR VALLEY INDUSTRIES

Pursuant to this Side Letter, the Community Workforce Agreement does not apply to off-hauling of construction debris contained in a debris box by the City of Dublin's solid waste franchisee, Amador Valley Industries, LCC, provided that such hauling is performed by a member of Teamsters Local 70. Any other off-hauling is covered by the Community Workforce Agreement if covered under Section 2.3.2. therein.

This Side Letter shall not apply to any other franchisee of the City.

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STAFF REPORT
CITY COUNCIL

DATE: **August 18, 2020**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Review of Community Workforce Agreements: Themes, Data, and Proposed Negotiation Terms
Prepared by: John Bakker, City Attorney & John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will review and discuss the report and provide direction on whether to initiate negotiations with the Building and Construction Trades Council of Alameda County for a Community Workforce Agreement on City construction and other public works projects. Community Workforce Agreements are agreements between a city and local labor organizations that address issues related to a specific construction project or a class of construction projects.

STAFF RECOMMENDATION:

Receive the report and provide feedback and direction, if any, on initiating negotiations with the Building and Construction Trades Council of Alameda County for a Community Workforce Agreement and the proposed negotiation terms outlined in the report.

FINANCIAL IMPACT:

There is no financial impact associated with this report, as it is informational only.

DESCRIPTION:

Background
In 2019 the Building and Construction Trades Council of Alameda County (BTC) approached the City about potentially negotiating a Community Workforce Agreement (CWA) for Capital Improvement Projects. Staff presented a report (Attachment 1) introducing the concepts and key provisions of Community Workforce Agreements on December 3, 2019 to initiate a City Council discussion on the topic. Following that presentation, the City Council directed Staff to undertake additional research including interviewing other agencies that have experience negotiating and administering CWAs. This staff report details the findings from that research and outlines potential terms and conditions to be negotiated in a local CWA, should that be the direction of the City Council. Further data is provided related to the status of vendors used on City projects

in the past.

Report on Agency Outreach
After the December 2019 City Council meeting, Staff conducted a series of meetings with various agencies in the East Bay that employ some form of a CWA. As of the writing of this staff report, staff has met with the following agencies:

- City of Berkeley (January 17, 2020)
- City of Hayward (January 22, 2020)
- Lowe Consulting Group (January 24, 2020)
- Port of Oakland (February 14, 2020)
- East Bay Municipal Utility District (February 21, 2020)

Conversations with these entities allowed Staff to develop five common, key themes that arise in the negotiation and administration of CWAs. These themes include the following:

1. Each agency witnessed an increase in project costs following the CWA, at least some of which could be directly attributed to the CWA.
2. The Bay Area's tight construction labor market means union hiring halls are nearly empty, resulting in project delays from contractors constrained by core worker requirements and an inability to fill positions.
3. Local hire provisions in CWAs have not met agency goals for a variety of reasons. However, CWA provisions requiring the use of local apprenticeship programs (and certain categories of apprentices) have the potential to develop a much-needed pipeline of skilled labor to support the Bay Area's continued growth and meet local job-creation goals.
4. Administrative burdens of CWAs impact agencies and contractors, particularly smaller contractor firms.
5. Equity issues exist regarding union fringe-benefit contribution requirements by non-union contractors and employees.

The sections below discuss these themes in depth and provide Staff's recommended terms and conditions to be included in a CWA should the Council wish to pursue such an agreement.

Theme 1: Each agency witnessed an increase in project costs after the CWA, at least some of which is likely related to the CWA.

The December 2019 Staff Report (Attachment 1) on CWAs discusses how various studies have found that project costs under a CWA increase up to 18% above engineer's estimates. Each of the agencies Staff spoke with has witnessed an increase in project costs. Various causes were suggested by each entity.

Outreach subjects generally acknowledged that, while CWAs likely impact construction costs, the extent to which the agreements did so is not entirely clear, given the increasing costs of construction and busy construction industry in the years following the adoption of their CWAs. Berkeley and Hayward both speculated that bid amounts increased due to fewer contractors bidding on CWA projects. Hayward noted a

circumstance in which it received two bids from a bidder when one failed to comply with the CWA requirements. The resulting bid with the CWA requirements was 18% or $850,000 above the bid without the CWA. Hayward also noted that some contractors that had previously bid on their projects no longer do so. East Bay MUD, during its due diligence, found both union and non-union contractors commenting that CWAs increase costs by reducing the pool of contractors willing to bid.

The outreach subjects more readily acknowledged direct cost increases associated with CWA compliance. Berkeley estimates that administrative costs from the CWA amount to around 0.5% of the total project cost. Berkeley and Hayward both believe that the contractor-side administrative burdens of the CWA hindered smaller contractors and companies, resulting in those contractors not bidding on projects as they had in the past.

Lowe Consulting Group indicated that agencies can expect that the internal administrative burdens will increase proportionally with the number of community benefit requirements they place in the agreements.

Potential Term and Condition

To address concerns with cost increases arising from a CWA, the City Council may, if it pursues a CWA, direct Staff to negotiate for provisions that allow the waiver or partial waiver of CWA provisions if a project does not receive a set minimum number of bids, or if all bids exceed a given percentage over the engineer's estimate. Staff has been advised that private parties have secured such provisions.

Theme 2: The Bay Area's tight labor market means union hiring halls are nearly empty, resulting in project delays because contractors are unable to fill positions.

The fundamental term in CWAs is the requirement to use union job referral systems for much of the labor required on the project. The various trade unions' signatories operate "hiring halls" which refer workers to employers/contractors. Some CWAs include "Core Worker" provisions which authorize employers to use a specified number of their own core employees for project work instead of hiring pursuant to hiring hall policies. This usually takes place with the hiring hall dispatching successively from the hall list first and then from the core employee list up to a fixed number of core employees.

Both Berkeley and Hayward shared experiences where their contractors were unable to secure necessary labor needed to complete a project on time. Core worker provisions limiting the number of an employer's/contractor's own staff and limited availability in local hiring halls adversely affected jobsite staffing and progress of work on the Hayward Public Library, a project that was delayed over 600 days, partially due to this issue according to Hayward officials.

The COVID-19 Pandemic and its economic ramifications may have an impact on this theme, resulting in more available workers to fill positions. However, Staff does not have adequate data to make any further claims on the magnitude or existence of such impacts. Even if the concern is diminished in the short term, it is likely to arise again in the future.

Potential Term and Condition

To address issues around worker availability at hiring halls and the potential for project delays, the City Council may, if it pursues a CWA, direct Staff to seek a provision that allows contractors to bypass core worker provisions if they are unable to fill a role from the hiring hall within a specified amount of time.

Theme 3: Local hire provisions in CWAs have not met agency goals for a variety of reasons. However, CWA provisions requiring the use of local apprenticeship programs (and certain categories of apprentices) have the potential to develop a much-needed pipeline of skilled labor to support the Bay Area's ongoing growth and meet local job-creation goals.

In exchange for establishing CWAs, agencies will request that the building trades give preference to local residents when referring workers to the contractor/employer and create new apprenticeship positions for residents. The building trades do not typically pursue these additional terms out of their own volition. In a CWA, local hire goals typically take the form of a set percentage of total craft hours worked by local residents for which contractors will have to make a good faith effort at achieving.

Berkeley, with a local hire goal of 30% of total craft hours on a craft by craft basis, has only had 66 residents hired under the local hire provision of their CWAs since 2011. Hayward only met 4.3% of its 30% local hire goal on their PLA for their $60 million Library project and those workers were only carpenters and laborers. There are a few examples where local hire targets were met or exceeded. The $484 million BART Oakland Airport Connector exceeded its local hire goals for local area residents (Alameda, Contra Costa, San Francisco, and San Mateo Counties) as well as for the project's local impact area (City of Oakland). The Alameda County General Services Agency exceeded its local hire goal of 40% on the $147 million East County Hall of Justice Project.

There are a number of functional difficulties with the local hire provisions of these agreements, the first of which is that the agreements are not structured in a way to effectively satisfy local hire goals. As the City of Berkeley and City of Hayward's staff shared, contractors cannot simply call a union hiring hall and request a local resident for a job. Contractors must hire through the hall's "out of work list" to select an individual worker. Berkeley was unsure about the viability of success for local hire provisions and whether residents were savvy enough to connect to the jobs.

Success towards the goals is largely contingent on the commitment of the contractor. In Berkeley's experience, there are contractors who make a concerted effort to connect with and hire local residents while others make a minimum "good faith" effort to satisfy the requirements of the CWA.

In the instances where a contractor has had success with local hire goals, there were existing partnerships in advance of the project. For the Oakland Airport Connector, BART and their selected contractor partnered with community groups in advance of the project to connect and direct local residents to the upcoming jobs. The ability of an agency to select a committed contractor, however, is not always attainable due to lowest bid selection requirements.

Furthermore, the economic dynamics of the Bay Area may hinder the availability of a local workforce. As the Lowe Consulting Group shared anecdotally, the workers for most jobs are coming from outside Alameda County from places in the Central Valley.

Information regarding the local union workforce is unavailable, therefore there is no reliable data on which to base a local hire goal. Each of the agencies' staff interviewed selected a local hire percentage not based on data but rather what was proposed by the BTC. The lack of available labor data therefore sets up potentially unrealistic goals and performance expectations for both parties in the CWA.

A working group of staff throughout Alameda County are researching CWAs to identify ways to make them more effective for all parties. This includes studying the local labor market to determine appropriate local hire goals. The group has partnered with the San Francisco Foundation and will be issuing a white paper on their findings later this year.

It is important to note that agencies do not need a CWA to set local hire goals. Prior to its initial CWA, Berkeley had a good faith "First Source policy" for Berkeley residents on capital projects. East Bay MUD employs a similar "Contract Equity Program" which includes good faith local hire goals amongst other considerations for small business, women, and minority owned business enterprises.

Potential Term and Condition (1)
For a City CWA, Staff has insufficient labor data to recommend a local hire goal. Given the lack of policy success of such provisions, the City Council may wish to direct Staff not to seek a local hire provision if it pursues a CWA.

The Bay Area's market requires more skilled labor across all trades. The local apprenticeship requirements of CWAs present an opportunity to connect local residents seeking career paths to careers in the building trades and meet this market need.

State law already requires, subject to certain exceptions, all public works contractors and sub-contractors to employ one hour of apprentice work for every five hours performed by a journeyman on a craft by craft basis. In addition to this, most CWAs will require one new apprentice for every $5M in project valuation and one for every $1M in project valuation thereafter.

This structure does not address some issues that Lowe Consulting has found in their administration of CWAs. For example, the language above sets the rate in which new apprentices are hired, but there are no thresholds on the length in time apprentices should be retained after they are hired. Any apprentice language should include a minimum number of hours apprentices have to work to ensure they can gain that experience and grow in the profession. For example, the $232 million AC Transit Bus Rapid Transit project required one new apprentice for every 20,000 labor hours for a minimum of 1,000 labor hours.

Ensuring the success of apprenticeship programs should go beyond setting minimums of hours to work. The apprenticeship pipeline should begin recruiting outside of existing pre-apprenticeship programs and through social service programs, youth organizations, and grassroots outreach to veterans, minorities and other disadvantaged individuals. For example, in Berkeley the carpenters' union was able to partner with Berkeley High

School to develop a curriculum for a carpentry program which then prepares students for pre-apprenticeship programs.

The outreach agencies are closer in proximity to several pre-apprenticeship programs such as RichmondBUILD Academy, Rising Sun Center for Opportunity (Oakland), Cypress Mandela (Oakland), and the Laney College Carpentry Program (Oakland). According to the BTC, there are currently no Multi-Craft Core Curriculum (MC3) certified pre-apprenticeship programs located within the Tri-Valley, but the area is served by those existing programs.

Potential Term and Condition (2)
A successful long-term apprenticeship program requires setting an apprenticeship target with a minimum number of hours worked. Furthermore, any City CWA should include a requirement for the BTC to develop, for approval by the City, an educational outreach program that details how the trades will work with the school district and larger community to recruit residents for pre-apprenticeship programs.

Theme 4: Administrative burdens of CWAs impact agencies and contractors, particularly smaller contractor firms.

Staff's research confirmed that administering CWAs requires dedicated staff, both for administering agencies and for contractor firms. All of the agencies interviewed for this report had at least one full-time equivalent administering the agreement. In addition to this staffing, agencies may hire a third-party administrator (TPA), like Lowe Consulting Group, to support implementation. TPAs can handle the on-boarding and support of contractors as well as the tracking and monitoring of community benefit goals like local hire and apprenticeship. In the absence of this, an agency can assume these responsibilities. Berkeley designates additional staff to administer the agreement which includes the aforementioned tasks as well as field interviews with apprentices to ensure contractors are abiding by the terms of the agreement.

The Port of Oakland had, at one time, included a provision to exempt smaller businesses from the requirements of CWAs but found that firms abused the provision and that over time most contractors (including smaller contractors) eventually became union shops.

As mentioned in Theme 1, for smaller contractors, the administrative burdens of these agreements can dissuade them from bidding altogether. Berkeley shared an experience of an immigrant-owned electrician firm that consisted of two brothers who did not bid on a project because they could not handle the administrative burden. Furthermore, for a two-person firm, the core worker provision meant the one brother would not work on the given job. Hayward shared similar experiences where smaller firms were unable to absorb the administrative burden of CWAs. Lowe Consulting corroborated these stories as well but mentioned that smaller contractors unionizing due to CWAs is becoming more common.

Potential Term and Condition
Staff recommends that any CWA include a carve out for small businesses, releasing them of the requirements of the CWA to ensure the agreement promotes rather than precludes smaller contractors from bidding and receiving work.

Theme 5: Equity issues remain regarding union fringe-benefit contribution requirements by non-union contractors and employees.

One component of CWAs is the requirement of contractor employers to pay various per-worker-hour contributions required under the unions' collectively bargained agreements, whether employees are union or non-union. Non-union worker payments to the union benefit trust funds may not materialize for workers as actualized benefits due to vesting period thresholds and a lack of benefit portability. For a non-union worker to receive these benefits, they would have to quit their employer and find union work. Hence non-union contractor employers make payments to their existing retirement and health care programs as well as the contributions required by the CWA. This is referred to as the payment of "double benefits," and it places non-union contractors at a financial disadvantage when it comes to submitting bids as those costs become incorporated into increased project costs. The outreach agencies acknowledged this complication, but none had reached a solution to remedy the inequity between union and non-union contractor employers.

Potential Term and Condition

The most direct way to remedy the inequity would be to exclude any requirements on non-union contractors to pay for health and welfare benefits to union trust funds exclusively. Staff recommends an approach in which non-union contractors have the option to pay into the union trust funds or contribute to the contractor's own benefit plans so long as those benefits are equal or greater than the applicable prevailing wage.

Analysis on the City's Union and Non-Union Vendors

Following the December 3, 2019 City Council presentation, Staff worked with the Associated General Contractors of California to identify the City's current and past vendors on CIP projects that were signatories to collective bargaining agreements. In addition, Staff contacted other firms to confirm their signatory status.

The analysis below reflects the use of union, non-union, and partial union/non-union vendors used for CIP projects from Fiscal Years 2016-2020 and includes only the labor and construction costs of the projects. It excludes purchases of physical assets and equipment such as playgrounds, traffic signals, public art, and payments to other governmental and utility agencies (e.g. Alameda County, MTC, PGE, etc.).

This analysis reveals that most awarded projects were completed by union or contractor teams that included both union and non-union subcontractors. Table 1 below provides a further breakdown:

Table 1: Breakdown by Project (FY16-20)

Breakdown by Projects[1]	Count	Percentage	Awarded Value	Percentage
Union	18	62%	$30,265,403	51%
Non-Union	5	17%	$2,546,130	4%
Partial Union/Non-Union	6	21%	$26,164,606	45%
Total	**29**	**100%**	**$ 58,976,139**	**100%**

Analyzing this further, the City overwhelmingly utilizes union contractors for capital projects as Table 2 describes below:

Table 2: Breakdown by Vendor (FY16-20)

Breakdown by Vendor	Count	Percentage	Awarded Value	Percentage
Union	16	62%	$52,087,859	88%
Non-Union	10	38%	$6,888,280	12%
Total	**26**	**100%**	**$58,976,139**	**100%**

It should be noted that the total dollar figure amounts may not represent the entire awarded contract amount. Some projects may have been multi-year projects that began prior to Fiscal Year 2015-16, in which case the funds in previous years would not be captured. In other cases, a current project may not have encumbrances entered into the City's financial system.

Next Steps
Staff is seeking feedback and direction on CWAs, particularly the following:

1. Does the City Council wish to direct staff to initiate negotiations with the BTC?

If so, then:

2. What community benefits (Local Hire, Apprenticeships, etc.) would the City Council want to obtain from a CWA?
3. Does the City Council have feedback on the potential terms and conditions included in this Staff Report? Are there other terms or conditions the City Council would like to see incorporated?

STRATEGIC PLAN INITIATIVE:

None.

[1] Staff was unable to confirm the status of the vendor used on the Mape Memorial Park Playground Replacement Project and therefore did not include them in this analysis.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Staff notified interested parties from the December 3, 2019 City Council Presentation on Community Workforce Agreements and Concepts of this Agenda item.

ATTACHMENTS:

1. December 3, 2019 Staff Report on Community Workforce Agreements

STAFF REPORT
CITY COUNCIL

DATE: **December 3, 2019**

TO: Honorable Mayor and City Councilmembers

FROM: Christopher L. Foss, City Manager

SUBJECT: Introduction to Community Workforce Agreements and Concepts
Prepared by: John Bakker, City Attorney & John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will discuss and provide direction on establishing Community Workforce Agreements on City construction and other public works projects. Community Workforce Agreements are agreements between a city and local labor organizations that address issues related to a specific construction project or a class of construction projects.

STAFF RECOMMENDATION:

Receive the report and provide direction, if any, on potential Community Workforce Agreements on City public works projects.

FINANCIAL IMPACT:

There is no financial impact associated with this report, as it is informational only.

DESCRIPTION:

Overview of Community Workforce Agreements

Community Workforce Agreements (CWA) are binding, pre-hire agreements requiring the use of organized labor (unions) on public works projects. They are akin to Project Labor Agreements, which apply such pre-hire requirements to either a specific project or a class of projects. Community Workforce Agreements typically apply to a broader class of a jurisdiction's public works projects and include provisions, such as local hire, designated to benefit the community. Beyond those community benefits, CWA's include labor peace provisions that prohibit strikes, work slowdowns, stoppages, and lockouts.

The key CWA terms and conditions that are negotiated between municipalities and unions are:

1. Duration of the CWA

   a. How long are the provisions of the agreement in effect?
2. Project coverage
   a. Are all projects subject to the agreement?
   b. If not, how does the agreement define what projects are subject to the agreement?
3. Local hire
   a. Does the City want to require local hire?
   b. If so,
      i. what geographic region would be considered "local"?
      ii. what percentage target for local hire would be applied?
4. Apprenticeship
   a. what percentage target would be applied to work performed by apprentices?

In preparation of this item, Staff met with a variety of interest groups to obtain their views on CWA's advantages and disadvantages to the City. Specifically, the City met with:

- Alameda County Building Trades Council (BTC). BTC is a "a coalition of 28 affiliated unions representing workers in various construction trades." (www.btcalameda.org.)
- Associated Builders and Contractors, Inc., Northern California Chapter (ABC). ABC serves "contractors, subcontractors, suppliers and associates of all trades who want to conduct business in an unrestricted market regardless of labor affiliation." (www.abcnorcal.org.)
- Associated General Contractors of California (AGC). AGC represents "the full spectrum of the construction industry." (www.agc-ca.org.)
- United Contractors (UCON). UCON "is the leading union-affiliated contractors trade association in the state of California, representing heavy civil engineering companies of all sizes." (www.unitedcontractors.org.)

There are several cities, school districts, and other governmental entities within Alameda County that employ some form of a CWA or similar agreement. They include, among others:

- City of Alameda
- County of Alameda: General Services Agency
- City of Berkeley
- City of Hayward
- Hayward Unified School District
- Port of Oakland
- City of San Leandro
- San Leandro Unified School District

This staff report discusses key CWA terms and compares how they are addressed in the CWAs of other cities in Alameda County.

Use of Union Job Referral Systems for Craft Labor

The fundamental term in both CWAs and project labor agreements is the requirement to use union job referral systems for much of the labor required on the project. The various trade union signatories operate "hiring halls," and the hiring halls refer workers to the employers/contractors. The terms of employment for those hired from a union's hiring hall are established by the then-existing collectively bargained Master Agreements between the trade union and union-affiliated contractors. Federal labor law requires unions to operate hiring halls on a non-discriminatory basis.

The CWAs with the four cities in Alameda County all contain the same basic language requiring contractor/employers preforming work on a covered project to use applicable signatory unions' job referral systems for craft labor on the project. The agreements all exempt from this requirement supervisors above general foreman.

Some CWAs contain provisions authorizing employers to use a specified number of their core employees for project work instead of hiring pursuant to hiring hall policies. Specifically, the provisions indicate that the unions will recognize the "core employees" as defined and that the hiring hall will dispatch successively from the hall list and then from the core employee list up to a fixed number of core employees.

The Alameda CWA does not have a core employee requirement. The Berkeley, Hayward, and San Leandro CWAs all include core employee provisions allowing up to 5 core employees. The Berkeley (2015) CWA limits core employees to Berkeley residents. The San Leandro CWA applies only to San Leandro contractor/employers and limits core employees to San Leandro residents. Hayward's CWA does not limit the residency of the core employees. In addition, the four cities' CWAs all require the contractor employers to pay various per-worker-hour contributions required under the unions' collective agreements, whether employees are core employees or not.

These job referral provisions do not prevent non-union contractors from bidding on City projects subject to CWAs, but they may dissuade such contractors from bidding on City projects. Under the terms of the CWA, a non-union contractor can, like a union contractor, hire project labor from the hiring hall. So, nothing prevents non-union contractors from bidding. Representatives for non-union contractors, however, assert that job-referral provisions dissuade them from bidding, and thereby tend to increase their project costs, for two basic reasons. First, they cannot operate in their businesses in the same manner that they usually do using their core employees. And, second, even if they can use their core employees, their labor costs increase because they must continue to make fringe-benefit contributions to their existing retirement and health programs and also make the contributions required by the CWA.

ABC and AGC both are generally opposed to CWAs, primarily due to the job referral provisions. They assert that CWAs tend to increase costs, for the reasons outlined above. In addition, they indicate that the costs of compliance tend to eliminate smaller operations from the pool of bidders. Although remaining opposed to CWAs, ABC recommends "inclusive" CWA provisions, such as broader provisions allowing for the use of core workers.

Duration of Agreement

The duration of each of the four cities' CWAs is three years. Berkeley and San Leandro both chose to extend the original terms of their agreements by one year. Berkeley's extension was to allow more time to review the effectiveness of the CWA and evaluate outcomes, especially in terms of jobs for Berkeley residents.

According to representatives from the BTC, there has not been an instance where a CWA was not either extended or renewed at the end of a term.

Project Coverage

CWAs can be applied to projects by using a set cost threshold on all public works contracts or setting CWA eligibility by certain categories of projects (e.g. paving projects, vertical construction, etc.). Negotiations around designating categories of applicable projects can be cumbersome and time intensive. Comparable cities in Alameda County all utilize a project cost threshold:

Table 2: Cost Thresholds

City	Cost Thresholds
Alameda (2016)	$1,000,000
Berkeley (2011)	$1,000,000
Berkeley (2015)	$500,000
Hayward (2017)	$1,000,000
San Leandro (2015)	$1,000,000

Agreement Mechanics and Performance Measures

In exchange for establishing CWAs, many cities request that the building trades give preference to local residents when referring workers to the contractor/employer and create new apprenticeship positions for residents. The building trades do not typically pursue these additional terms out of their own volition. The City effort required to audit performance may be cumbersome, time and resource intensive.

Local Hire

Because they are primarily driven by the City's desires, provisions vary greatly among the four cities in Alameda County in regard to what defines "local" and what targets contractors are required to achieve:

Table 3: Local Hire Provisions

City	Target	"Local" Definition
Alameda (2016)	25% of total craft hours on a craft by craft basis.	City of Alameda residents first priority and Alameda County residents second. Hours of local residents that are graduates of Alameda Unified School District count double.
Berkeley (2011)	30% of total craft	Berkeley residents. If unavailable, then

	hours on a craft by craft basis.	East Bay Green Corridor residents (Albany, Alameda, El Cerrito, Emeryville, Richmond, Oakland, and San Leandro) followed by Alameda County residents.
Berkeley (2015)	20% of total craft hours on a craft by craft basis.	Berkeley residents.
Hayward (2017)	30% of total craft hours on a craft by craft basis.	Hayward residents, Hayward Unified School District graduates.
San Leandro (2015)	30% of total craft hours on a craft by craft basis	San Leandro residents. If unavailable, then Alameda County residents.

Local hire provisions should be realistic. However, data on local hire performance in Berkeley, Hayward and San Leandro show that local hire targets have yet to be met. A 2015 Berkeley staff report indicates that the City's 2011 CWA yielded 22 local hires out of 1,791 workers (1%), despite its 30% of craft hours goal. Berkeley subsequently reduced the goals for local hire and shifted its focus more on the hiring of new apprentices, as is discussed in the next subsection. Local hiring on Hayward's Library project was 7% local hire, well below the 30% target in the project's CWA. Three of San Leandro's completed projects subject to their CWA had local hire rates ranging from 4.9% to 8.3%, significantly below their 30% goal.

UCON holds the position that local hire language should not be included in PLAs as they place a preference of a worker's zip code over a worker's experience and qualifications. They also contend that local hire requirements will be difficult to meet if local pre-apprenticeship systems to develop local skilled and qualified workers is inadequate.

UCON advocates instead for policies that require Workforce Development Plans, created by the Unions, contractors/employers, and the City. These plans would be developed at the onset of a project and would detail the procurement of specified and qualified personnel, and would address gaps in expectations regarding local hire targets, actual capacity to hit those targets, and any penalties or liabilities for not hitting those targets. Further information on this can be found in Attachment 1.

Apprentices

California Labor Code Section 1777.5 requires, subject to certain exceptions, all public works contractors and sub-contractors to employ one hour of apprentice work for every five hours performed by a journeyman on a craft by craft basis. Public works contractors needing apprentices can have them "dispatched" from an apprenticeship program. In Alameda County, there exist both joint labor-management apprenticeship programs (operated by employers in conjunction with trade unions) and at least one unilateral apprenticeship program (operated by ABC Norcal).

The four cities' CWAs all require the use of a joint labor/management apprenticeship program. This prevents contractors from using the ABC Norcal apprenticeship program, which ABC asserts will tend to reduce the number of bidders and thereby increase

costs. ABC and AGC oppose provisions requiring the use of only joint/labor management apprenticeship programs.

In addition, the four cities' CWAs require contractors to meet or exceed these requirements by placing local residents into apprenticeships. Comparable cities in Alameda County have set the following apprenticeship targets.

Table 4: Apprenticeship Provisions

City	Target
Alameda (2016)	- Goal of 15% of all apprentice hours worked by residents of the Alameda Point Collaborative (APC), a supportive housing community for formerly homeless individuals.
Berkeley (2011)	- One Berkeley resident for first $1M of bid amount and one additional resident for every $5M thereafter.
Berkeley (2015)	- Contractors required to hire one new apprentice Berkeley resident for every CWA project.
Hayward (2017)	- One Hayward resident for first $1M of construction costs and one additional resident for every $5M thereafter. - Maximum assignment of two new apprentices per craft. - Minimum of 50% of apprentice hours must be worked by Hayward new apprentice.
San Leandro (2015)	- One San Leandro resident for first $1M of bid amount and one additional resident for every $5M thereafter. - 10% of apprentice hours on CWA covered projects.

Provision of Opportunities to Veterans

The four cities' CWAs include a special provision in their Agreement by which all parties agreed to utilize the Center for Military Recruitment, Assessment and Veteran's Employment's "Helmets to Hardhats" program to serve as a resource to connect veterans with apprenticeship and employment opportunities on covered projects.

Accountability and Audit

Joint Administrative Committees (JAC)

The four cities' CWAs include provisions establishing a Joint Administrative Committee (JAC). JACs include representatives from the City and representatives from the BTC to oversee the implementation of the CWA. JACs are responsible for monitoring local hire and apprentice provisions and can assist in soliciting bids as well as references on qualified bidders. JACs may create subcommittees to address any grievances or disputes over the interpretation or application of the CWA.

Staffing/Consulting Requirements

As mentioned earlier, CWAs do require additional resources to implement and monitor the agreement over various projects. Both the City of Berkeley and the City of Hayward have full time equivalent positions dedicated to administering the agreement for all projects. By dedicating a staff member to this role, both cities contend that it provides for the consistent application of the CWA across projects and alleviates the additional

administrative burden off project managers. Staff has not yet evaluated the potential costs of monitoring but believes that the costs could be substantial. The City could contract with one or more labor compliance consulting firms to perform the necessary monitoring. However, Staff believes that regardless of contracting for agreement compliance, there will be a need for an additional full-time employee as well as increased legal costs. Again, these internal costs could be substantial, well beyond $200,000 annually.

Accountability Measures
The City of Hayward included a provision in which if a contractor fails to meet the Local Hire Goals or demonstrate a good faith effort, the City will retain 10% of the contract amount until the goal is remedied.

Local Context

To provide relative context of cost thresholds, Attachment 2 provides an overview of the City's 2018-2023 Capital Improvement Projects by total cost. Attachment 3 breaks down CIP project budgets from FY2021 through Future projects. The total remaining CIP projects (FY2021 onwards) are budgeted at $176,428,350 with 50% of the projects costing $3,275,000 or more. 17 of these 23 projects, valued at $175,027,485, would be subject to a CWA with a $1,000,000 threshold.

Policy Discussion

The benefits of CWAs are often contested as their impacts on project cost and performance metrics are difficult to determine. Various studies have found that costs increase with a CWA anywhere from 0% and 18% above engineer's estimates. Based on this, the upward limit of estimated cost increases could be as much as $31,504,947 or the roughly the cost of the Emerald Glen Recreation and Aquatic Complex (Phase 2) project, Tassajara Road Realignment and Widening project, and Wallis Ranch Community Park (Phase 1) project combined.

It is important to note, that with or without a CWA, all contractors are required to pay at least prevailing wage on all public works projects. So, the wages on public works projects are similar whether the contractor is union or non-union or the project is or is not subject to a CWA.

Unions contend that CWAs add no additional cost and provide for smoother project delivery due to labor peace. If there are any increases, unions contend, they are likely due to administrative burdens from performance measure provisions (local hire and apprenticeship) that are requested not by the unions themselves but rather cities.

Non-union contractors and associated groups argue that cost increases arise from a lack of bid competition. These groups state that while they have the right to bid on the project, if selected they would have to abide by the terms of the CWA which deters some contractors from bidding in the first place. Similarly, they assert that smaller non-union operations will forgo bidding altogether because compliance with the CWA is cost prohibitive.

Although its analysis is anecdotal, the City of Berkeley evaluated the impact of its 2011 CWA. The staff found that over the term of the initial 2011 CWA, construction labor costs for CWA covered projects were 5-10% more expensive than non-CWA projects. The report also indicates that there may be "significant construction costs increases associated with having fewer bidders interested in bidding CWA projects."

CWAs are also debated over the various requirements placed on employers and employees. As stated earlier, CWAs ensure that workers receive quality wages, benefits, and have viable career pathways. Opponents raise the concern that non-union workers on CWA projects are required to pay union dues for benefits they may never receive due to vesting period thresholds and a lack of benefit portability. In these instances, non-union contractors end up paying "double benefits" to their workers, where the non-union contractors pay the union fees for benefits and in addition pay non-union contracts same amount, so non-union workers can receive and retain the benefit.

Additionally, non-union contractors are limited to using a fraction of their own staff while hiring the rest of the workers through union halls, whom they may have no prior employment history together.

Next Steps

Staff is requesting City Council feedback and direction on CWAs.

This report is a high-level introduction into the concepts and impacts of CWAs given the shorter timeframe to bring back this discussion. If the City Council were to seriously consider the CWA concept further, Staff would recommend that City staff meet directly with the other municipalities in Alameda County to discuss the impacts to their jurisdiction. Three of these cities have agreements that are expiring soon, and it would better inform future discussions to understand their experiences administering CWAs and how their CWAs performed with regards to local hire and apprentices.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS:

1. UCON Offical Position
2. 2018-2023 CIP Projects by Project Amount
3. FY2018-2023 CIP Project List: FY2021 Through Future Projects

UNITED CONTRACTORS

PROJECT LABOR AGREEMENTS

UCON Policy: Conditions for Support Position

May 2019

United Contractors (UCON) is an association of more than 300 union-affiliated construction firms. Union affiliation is mandatory to be eligible for membership in the organization.

United Contractors has taken a formal position on Project Labor Agreements (PLAs), which is contained in this document. The position, in summary, is that **United Contractors (UCON) supports the use of PLAs when the following conditions and provisions are included or addressed.** UCON's conditional support of PLAs is as follows:

1. **UCON supports PLAs that reflect the exact terms and conditions, coverages, and classifications of the union Master Labor Agreements to which employers are signatory to.** Conversely, United Contractors opposes PLAs which implement a different set of rules or coverages than those agreed to under the Master Labor Agreement since these were not bargained with the union employers affected. No expansion of agreements should take place without concurrence of signatory employers, as it undermines the integrity of the labor-management relationship.

2. **UCON supports PLAs with jurisdictional dispute language that respects and recognizes local area practices as a primary means of determining what union coverages should apply.** Contractors who have existing skilled workforces that have performed certain types of work for years or even decades should have local practices recognized as primary criteria for jurisdictional assignment. PLAs should not serve as vehicles of jurisdictional market recovery for unions that neglected their markets for decades. UCON can provide sample jurisdictional dispute language upon request.

3. **UCON holds the position that community benefit / local hire language should not be included in PLAs.** While we understand the value of hiring local, these provisions do not belong in a labor agreement. They should be placed in the bid specifications in their own dedicated sections.

4. **Union employers should have the ability to provide input and/or negotiate PLAs.** The strongest point of concern associated with PLAs for the union employer community is that it generally eliminates effective input from employers as to the content, obligations or input associated with the final document. Those that must operate under the framework of the agreement have all the risk and obligation and no input. The governing elements determining PLAs should include the union-employer relationship, not union-government institutions.

5. **UCON is generally opposed to blanket city-wide or market-wide PLAs** since not all projects by size and nature require a PLA, especially those of short duration and/or highly specialized work or small in dollar volume.

6. **UCON strongly recommends the adoption of language within PLAs for a Workforce Development Plan.** This plan would be created by the Unions in conjunction with the Employer(s), the Owner and the Compliance personnel related to the procurement of

Attachment: 1. UCON Offical Position (Community Workforce Agreements)

specified and qualified personnel for the project. This addresses the gap that often occurs between:

a) the employment or employee goals or mandates by the owner or agency
b) the Union's actual capacity to meet those project needs
c) the contractor's obligation and liability in not meeting such provisions

This Workforce Development Plan (WDP) would be developed at the outset of the project and monitored on an ongoing basis to accurately assess the availability of qualified personnel, the union's efforts to procure, and the contractor's efforts and performance. This plan should be adaptable to the conditions and findings of the participants working on the WDP.

In summary, UCON supports the use of PLAs, but reiterates the importance of implementing a policy that is fully vetted and discussed with union employers. In this endeavor, UCON seeks partnership with our signatory unions to advocate for PLAs that work for both unions and union contractors.

Attachment: 1. UCON Offical Position (Community Workforce Agreements)

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ATTACHMENT 2

FY2018-2023 CIP: Total Project List by Cost

Grand Total $ 402,193,337

#	Project #	Project Description	Project Total
1	ST0216	Dublin Boulevard Extension - Fallon Road to North Canyon Parkway	$ 97,068,326
2	PK0105	Emerald Glen Recreation & Aquatic Complex - Phase 1	$ 45,130,945
3	GI0116	Public Safety Complex - Police Services Building	$ 23,900,000
4	ST0911	Dougherty Road Improvements - Sierra Lane to North City Limit	$ 23,029,447
5	PK0115	Don Biddle Community Park	$ 22,800,000
6	PK0414	Fallon Sports Park - Phase 2	$ 18,083,629
7	Future	Emerald Glen Recreation and Aquatic Center Phase 2	$ 16,225,000
8	ST0117	Annual Street Resurfacing	$ 13,973,700
9	ST0116	Tassajara Road Realignment and Widening - Fallon Road to North City Limit	$ 12,500,000
10	ST1012	Dublin Boulevard Improvements - Sierra Court to Dublin Court	$ 11,741,434
11	PK0119	Fallon Sports Park - Phase 3	$ 10,360,000
12	GI0509	Maintenance Yard Facility Improvements	$ 9,980,733
13	Future	Dublin Heritage Park and Museums	$ 9,550,000
14	ST0119	Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School	$ 7,500,000
15	Future	Iron Horse Nature Park and Open Space	$ 6,993,000
16	GI0001	Cultural Arts Center	$ 5,756,800
17	GI0119	Civic Center HVAC and Roof Replacement	$ 5,200,000
18	GI4099	Civic Center Modification Design and Construction	$ 4,278,291
19	Future	Croak Neighborhood Park East	$ 4,070,000
20	PK0518	Imagine Playground at Dublin Sports Grounds	$ 4,000,000
21	Future	Croak Neighborhood Park West	$ 3,700,000
22	PK0001	Wallis Ranch Community Park - Phase 1	$ 3,597,000
23	ST0713	Citywide Signal Communications Upgrade	$ 3,177,925
24	ST0517	Citywide Bicycle and Pedestrian Improvements	$ 3,175,480
25	Future	Wallis Ranch Community Park Phase 2	$ 2,953,000
26	PK0216	Sean Diamond Park	$ 2,938,529
27	GI0319	Financial System Replacement	$ 2,500,000
28	PK0514	Jordan Ranch Neighborhood Park	$ 2,468,913
29	Future	Dublin Sports Grounds-Phase 5 Renovation	$ 2,125,000
30	PK0117	Clover Park & Sunrise Park	$ 1,781,358
31	GI0002	Library Tenant Improvements	$ 1,706,480
32	ST0118	Iron Horse Trail Bridge at Dublin Blvd	$ 1,522,000
33	PK0215	Dublin Heritage Park Cemetery Improvements	$ 1,500,000
34	PK0002	Jordan Ranch Neighborhood Square	$ 1,480,000
35	ST0815	Amador Plaza Road Bicycle and Pedestrian Improvements	$ 1,413,649
36	PK0316	Shannon Center Parking Lot Improvements	$ 1,150,000
37	ST0317	Amador Valley Blvd - Wildwood Road & Stagecoach Intersections Improvements	$ 1,088,260
38	PK0118	Butterfly Knoll Park	$ 1,053,000
39	ST0419	Stormwater Trash Capture Device Installation	$ 1,010,000

Attachment: 2. 2018-2023 CIP Projects by Project Amount (Community Workforce Agreements)

ATTACHMENT 1

FY2018-2023 CIP: Total Project List by Cost

40	GI0117	IT Infrastructure Improvement	$	900,000
41	ST0417	Dublin Ranch Street Light Improvements	$	878,380
42	ST1312	Storm Drain Trash Capture Project	$	860,001
43	ST0120	Dublin Boulevard Pavement Rehabilitation	$	737,000
44	PK0217	Public Art - Don Biddle Community Park	$	680,749
45	ST0217	San Ramon Road Arterial Management	$	667,480
46	ST0219	Alamo Creek Trail Repair	$	664,180
47	ST0519	Intelligent Transportation System Upgrade – Connected/Autonomous Vehicle and Safety Improvements	$	621,200
48	Future	Public Art-Heritage Park and Museums	$	530,000
49	GI0219	Electric Vehicle (EV) Charging Stations	$	435,000
50	PK0415	Public Art - Emerald Glen Recreation and Aquatics Complex	$	432,969
51	PK0417	Public Art - Public Safety Complex - Police Services Building	$	338,300
52	PK0419	Public Art - Dublin Sports Grounds	$	336,840
53	PK0319	Mape Memorial Park Playground Replacement	$	300,000
54	ST0319	City Entrance Monument Signs	$	285,000
55	ST0218	San Ramon Road Landscape Renovation	$	239,065
56	ST0514	San Ramon Road Trail Lighting	$	173,461
57	PK0120	Public Art - Fallon Sports Park Phase 3	$	163,070
58	Future	City Entrance Signs	$	160,000
59	ST0615	Traffic Sign Inventory and Safety Review	$	133,923
60	PK0418	Public Art - Sean Diamond Park	$	48,000
61	PK0318	Public Art - Jordan Ranch Neighborhood Park	$	46,980
62	PK0317	Public Art - Clover Park & Sunrise Park	$	35,600
63	PK0219	Public Art - Dog Park Art Replacement	$	26,680
64	PK0218	Public Art - Butterfly Knoll Park	$	17,560

Amount (Community Workforce Agreements)

Attachment: 2. 2018-2023 CIP Projects by Project

ATTACHMENT 3

FY2018-2023 CIP Project List: FY2021 Through Future Projects

#	Category	Project #	Project Description	Project Total
1	Streets	ST0216	Dublin Boulevard Extension - Fallon Road to North Canyon Parkway	$ 89,420,985
2	Future	P-06	Emerald Glen Recreation and Aquatic Center - Phase 2	$ 16,225,000
3	Streets	ST0116	Tassajara Road Realignment and Widening - Fallon Road to North City Limit	$ 10,474,901
4	Future	P-01	Dublin Heritage Park and Museums	$ 9,550,000
5	Parks	PK0119	Fallon Sports Park - Phase 3	$ 7,120,436
6	Streets	ST0117	Annual Street Resurfacing	$ 7,061,883
7	Future	P-05	Iron Horse Nature Park and Open Space	$ 6,993,000
8	General Improvements	GI0001	Cultural Arts Center	$ 5,756,800
9	Future	P-04	Croak Neighborhood Park East	$ 4,070,000
10	Future	P-03	Croak Neighborhood Park West	$ 3,700,000
11	Parks	PK0001	Wallis Ranch Community Park - Phase 1	$ 3,597,000
12	Future	P-07	Wallis Ranch Community Park - Phase 2	$ 2,953,000
13	Future	P-02	Dublin Sports Grounds - Phase 5 Renovation	$ 2,125,000
14	General Improvements	GI0002	Library Tenant Improvements	$ 1,706,480
15	General Improvements	GI0119	Civic Center HVAC and Roof Replacement	$ 1,500,000
16	Parks	PK0002	Jordan Ranch Neighborhood Square	$ 1,480,000
17	Streets	ST0517	Citywide Bicycle and Pedestrian Improvements	$ 1,293,000
18	Future	P-08	Public Art-Heritage Park and Museums	$ 530,000
19	General Improvements	GI0219	Electric Vehicle (EV) Charging Stations	$ 285,000
20	Parks	PK0120	Public Art - Fallon Sports Park - Phase 3	$ 160,150
21	Future	S-01	City Entrance Signs	$ 160,000
22	Streets	ST0713	Citywide Signal Communications Upgrade	$ 150,640
23	Streets	ST0417	Dublin Ranch Street Light Improvements	$ 115,075
			Grand Total	**$ 176,428,350**
			Median Project Cost	*$ 3,275,000*
			Total Project Cost Increase with $1M Threshold*	
			Total Eligible Cost	$ 175,027,485
			18%	$ 31,504,947
			10%	$ 17,502,749
			5%	$ 8,751,374
			**Not inclusive of additional CWA related administrative costs*	

Attachment: 3. FY2018-2023 CIP Project List: FY2021 Through Future Projects (Community Workforce Agreements)

DUBLIN
CALIFORNIA

Item 7.1
Approval of Community Workforce Agreement with Building and Construction Trades Council of Alameda County

January 11, 2022

Presentation Overview

1. Community Workforce Agreements Overview and Background.
2. Key terms of proposed CWA.
3. City Council questions and action.

What are Community Workforce Agreements?

- Binding, pre-hire agreements that require the use of organized labor (Unions) on public works projects.
- CWAs include:
  - Provisions designed to benefit the community, like local hire goals.
  - Labor peace provisions which prohibit strikes, work slowdowns, stoppages, and lockouts.

Background

- BTC approached the City in late 2019 about potentially negotiating a CWA for City CIP projects.
- Two prior City Council presentations:
  - December 3, 2019: Introduction to CWA Agreements & Concepts.
  - August 18, 2020: CWA Themes, Data, Negotiation Terms.

Key Terms of CWA

Agreement Term

- *Effective Date*: December 7, 2021.
- Agreement includes a 90-day grace period to allow the City time to bring on CWA Administrator/Coordinator Contractor.
- Five years from the start of the *Operative Date,* March 7, 2022

Scope of Projects

- Construction projects where engineer's estimate or cumulative bid amount(s) meet or exceed $1,000,000.

Key Terms of CWA, 2

Exclusions

- Construction contracts awarded by other entities.
- Emergency Response/Recovery contracts which are subject to FEMA procurement requirements.
- Contracts substantially funded by another public agency which prohibits the application of the agreement—City will make reasonable effort to defend the application of the CWA.

Labor Peace

- No strikes, work stoppages, etc. at the job site of a City project or any other City facility because of a dispute on the City project or any other project for which a labor dispute exists between the unions or contractor.

Key Terms of CWA, 3

Joint-Administrative Committee

- City and BTC will establish a Joint-Administrative Committee to ensure the terms of the agreement are being met.

Sole Operator Carveout

- Agreement will not apply to Sole Operators self performing work on a project. Any additional hires must go through Hiring Hall.

Key Terms of CWA, 5

Local Hire

- "Local Residents" include those who reside in Alameda County or within a 15-mile radius of the City limits.
- 20% goal of all hours worked on the project to be worked by "Local Residents"

Apprenticeships

- Contractors required to hire one new apprentice for the first $1M in project cost and one for every $5M thereafter.
- New Apprentices are "local residents" who are enrolled in a state-approved Joint Apprenticeship Training Program.
- Must work a minimum of 10% of total craft's work hours.

Key Terms of CWA, 6

Community Partnerships

- City and BTC in partnership with the Construction Trades Workforce Initiative (CTWI) will work together in good faith to identify and develop an initiative to connect Tri-Valley Residents with careers in the Building and Construction Trades.

Next Steps Following Council Action

- Staff is in the final stages of selecting a CWA Administrator/Coordinator.
  - Estimated Annual Cost: $250,000 (Upper Limit).
- Target: Operative Date of March 7, 2022

Staff Recommendation

- Adopt the **Resolution** Approving the Community Workforce Agreement between the City of Dublin and the Building and Construction Trades Council of Alameda County and its affiliated unions.

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Questions?

John Stefanski
Assistant to the City Manager

Agenda Item 8.1

STAFF REPORT
CITY COUNCIL

DATE: January 11, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Draft 2022 City of Dublin Legislative Platform
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will receive a report on the Draft 2022 Legislative Platform, which guides the City's response to potential and pending legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets at all levels of government, and provide direction to Staff.

STAFF RECOMMENDATION:

Receive the report and provide direction.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Each year the City Council approves a Legislative Platform that includes the goals, strategies, and priorities for organizing the City's legislative advocacy efforts. The Draft 2022 Legislative Platform (Attachment 2) is provided with this Staff Report to initiate the discussion with the City Council on the fundamental legislative issues important to the City over the next year.

The Legislative Platform has remained substantially unchanged over the past six years. However, the Draft 2022 Legislative Platform includes several modifications, which are discussed below and identified in the redlined Legislative Platform found as Attachment 2.

The guiding principles for the City's legislative advocacy efforts have been updated to include revised language around local control as well as a reference to the City's existing Mission, Vision, Values and policies. These principles now include:

- Preserving and/or increasing local government discretion
- Promoting or enhancing revenue sources

- Advancing existing City Mission, Vision, Values, and policies

The Draft Legislative Platform identifies specific Public Policy Priorities for the following categories:

1. General Administration
2. Fiscal Sustainability
3. Community and Economic Development
4. Transportation and Public Works
5. Public Safety
6. Parks and Community Services
7. Climate and Environment
8. Technology and Cyber Security

These priorities will further guide the positions and advocacy efforts the City will take on all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

The Draft 2022 Platform includes the following updated or new Public Policy Priority categories:

- An updated Parks and Community Services category, which include new priorities revolving around social services and mental health services.
- The Technology and Cyber Security Category which articulate priorities around the deployment of next generation technological infrastructure as well as legislation and funding to support efforts to increase capacity to protect against cyber security attacks.

Other new Public Policy Priorities to the Platform include supporting legislation that:

- Addresses the functional impracticalities of AB361 while providing a permanent teleconference option available for Brown Act legislative bodies to hold public meetings.
- Grants the City additional flexibility in the use of ARPA funding.
- Provides for more stable and equitable long-term funding sources for transportation.
- Leverages local funds to the maximum extent possible to implement transportation improvements through grants and partnerships with regional, state, and federal agencies.
- Supports expanded opportunities for high occupancy vehicles (HOV), managed lane policies, improved enforcement, new technology deployment, and reducing congestion and delay along freeways.
- Supports innovative rail connectivity projects which aim to address the jobs/housing/transit imbalance (i.e., Valley Link).
- Supports alternative crisis response programs for mental health, substance abuse, or homelessness-related calls for emergency service.
- Increases available financial assistance to local non-profit and community-based organizations who provide social services and mental health services to residents in need.

Other changes to the platform include the removal of the following priority:

- Oppose legislation that seeks to repeal revenue collection or divert funds from the Road Repair and Accountability Act of 2017 (SB1). This priority is no longer relevant as there are no current attempts to repeal SB1.

Additionally, Staff consolidated several of the priorities listed in the Climate and Environment section to reduce redundancy.

It should be noted that the list of Public Policy Priorities is not exhaustive. In those instances where potential legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets do not fit with the specific Public Policy Priorities, the General Legislative Principles will guide City action.

The Draft 2022 Legislative Platform also includes language around Regional Collaboration, specifically the Tri-Valley Cities, whose 2022 Legislative Framework will be attached as an addendum once it is adopted.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Draft 2022 Legislative Platform
2) Redlined 2022 Legislative Platform

DUBLIN
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DRAFT 2022 LEGISLATIVE PLATFORM

FEDERAL AND STATE POLICY PRIORITIES

FEBRUARY 2022

Introduction

Many public policies intersect with City priorities, programs, and services. This 2022 Legislative Platform (Platform) outlines the City of Dublin's legislative priorities and positions on these policies to inform residents, representatives, and policymakers. These priorities are applicable to all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

The Mission of the City of Dublin is to promote and support a high quality of life, ensure a safe and secure environment, foster new opportunities, provide equity across all programs, and champion a culture of diversity and inclusion. This Mission shall guide the City's Legislative Platform.

This Platform provides Staff with direction and authorizes them, on the City Council's behalf, to quickly respond in support of or opposition to bills and other legislative or gubernatorial actions in time-sensitive situations. Additionally, the Platform enables staff to communicate Dublin-specific issues and impacts with state legislators. Staff may draft letters, direct our legislative advocates, or speak on behalf of the City regarding the legislative priorities this document outlines.

Any correspondence signifying the City's support or opposition of a given bill must be signed by the Mayor and/or City Manager with notification to the City Council.

Any questions regarding this Legislative Platform can be directed to John Stefanski, Assistant to the City Manager at John.Stefanski@dublin.ca.gov.

Platform Overview and Coordination

This Legislative Platform serves as the foundation for City legislative advocacy at all levels of government. It informs the City's legislative representatives of the key issues and legislation that could have a potential impact on the City and the process in which the City will participate in the legislative process. The City will employ several strategies to advocate or advance the City's public policy interests, which include:

- Position Development
  - Reviewing analyses and positions by the CalCities, legislative advocates, and other local government / professional associations in formulating the City's position.
  - Working with City departments, legislative advocate(s) to develop this platform and identify positions on proposed legislative measures.
- Status Tracking
  - Tracking key bills through the legislative process.
- Communication and Advocacy
  - Communicating the City's position, in accordance with this Platform, through correspondence, testimony, and meetings.
  - Working cooperatively with other cities (including the Tri-Valley Cities), associations, and CalCities on advocating the City's legislative position.
  - Meeting with legislators and their representatives, as well as other federal, state and county government officials on a regular basis, to discuss local government issues, proposed legislation, requests for funding assistance, and City programs and services.

The City Manager's Office will exercise day-to-day oversight of legislative matters. In addition to coordinating formal action through the City Council, the City Manager and her designee will manage the City's Legislative Platform.

Staff will follow the process below when responding to all proposed and relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

1. Review and determine whether a proposal will impact the City.
2. Prepare a letter outlining the City's position for the Mayor's or City Manager's signature.
3. Distribute the letter to the legislation's author(s), the City Council, and other relevant parties.

In scenarios where a proposal or regulation arises that may impact the City and is not covered by this Legislative Platform, Staff will prepare a draft position letter for the City Council to review prior to distribution.

General Legislative Principles

The guiding principles for the City's legislative advocacy efforts include, but are not limited to:

Preserving and/or Increasing Local Government Discretion
Promoting or Enhancing Revenue Sources
Advancing Existing City Mission, Vision, Values, and Policies

Public Policy Priorities

This legislative platform identifies specific public policy priorities by topic area. Informed by the General Legislative Principles, these priorities will guide the positions the City will take on all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

The public policy priorities are categorized as follows:

1. General Administration
2. Fiscal Sustainability
3. Community and Economic Development
4. Transportation and Public Works
5. Public Safety
6. Parks and Community Services
7. Climate and Environment
8. Technology and Cybersecurity

1. General Administration

Staff recommends that the City Council support legislation that:

1. Enhances or streamlines local control and allows cities to address the needs of local constituents within a framework of regional cooperation.
2. Streamlines the process to apply for, to receive approval of, and to receive state or federal funding.

3. Assures every person the right to equal treatment in and access to all government-sponsored benefits or funded programs.
4. Addresses the functional impracticalities of AB361 while providing a permanent teleconference option available for Brown Act legislative bodies to hold public meetings.
5. Grants the City additional flexibility in the use of American Rescue Plan Act funding.

Staff recommends that the City Council oppose legislation that:

6. Attempts to restrict local authority or decision-making whether by state or federal legislation or ballot propositions.
7. Diminishes or eliminates local governments' ability to contract out for the provision of services.
8. Requires cities to use district-based elections.

2. Fiscal Sustainability

Staff recommends that the City Council support legislation that:

1. Maintains or enhances ongoing revenues to the City.
2. Updates the tax structure to enhance local government revenues that have declined due to the expansion of e-commerce, increased consumption of services rather than durable goods, and innovations in technology.
3. Ensures timely distribution of mandated reimbursements owed to the City.
4. Removes unnecessary state-imposed mandates.
5. Provides for the use of incentives for local government action rather than mandates (funded or unfunded).
6. Establishes new and innovative revenue options and resources to finance public infrastructure construction and maintenance.
7. Streamlines the establishment and utilization of infrastructure financing districts or other funding mechanisms for infrastructure improvements.
8. Changes the Communications Act of 1934 that removes the distinction between "capital" and "operating" funds to provide more local control for community television stations in the use of their public, educational, and government (PEG) channel fees.
9. Supports measures to increase transparency of all public employee salaries and benefits.
10. Supports measures to provide sustainable public pensions and other post-retirement benefits.

Staff recommends that the City Council oppose legislation that:

11. Undermines and preempts local authority over local taxes and fees.
12. Shifts funds from local governments to the state or federal government.
13. Imposes unfunded or inadequately funded federal and state mandates on local governments.
14. Eliminates development fees or limits the ability of cities to levy such fees to provide for infrastructure or services.
15. Requires or expands state involvement in City financial audits, fiscal monitoring, general oversight, or assistance by the State Treasurer, State Controller, or other state agencies.
16. Defers reimbursements for state mandated programs.

3. Public Works and Transportation

Staff recommends that the City Council support legislation that:

1. Ensures the City receive its fair share of transportation funding and that keeps the funding decisions at the local level.
2. Provides for more stable and equitable long-term funding sources for transportation.
3. Leverages local funds to the maximum extent possible to implement transportation improvements through grants and partnerships with regional, state, and federal agencies.
4. Supports a constitutional amendment to lower the two-thirds approval threshold for sales and use tax measures for transportation purposes.
5. Supports reducing Vehicle Miles Traveled (VMT) and supports developing and implementing Transportation Demand Management (TDM) plans and strategies.
6. Supports expanded opportunities for high occupancy vehicles (HOV), managed lane policies, improved enforcement, new technology deployment, and reducing congestion and delay along freeways.
7. Supports multimodal freight movement between the San Francisco Bay Area and the Central Valley and projects that reduce freight traffic on I-580.
8. Supports active transportation, enhances the safety of all modes of transportation, particularly bicycles and pedestrians, and reduces vehicle speeds and traffic congestion.
9. Supports Intelligent Transportation Systems (ITS), Connected, and Automated Vehicles.
10. Supports local control and local regulation of shared mobility, transportation network companies (TNCs), and other emerging industries that use city infrastructure to offer private services.
11. Enables the sale of traffic data to recover the cost of data collection.
12. Supports innovative rail connectivity projects which aim to address the jobs/housing/transit imbalance (i.e., Valley Link).

Staff recommends that the City Council oppose legislation that:

13. Infringes upon the ability of local governments to effectively administer and modify state and local construction provisions and standards.
14. Takes away local control of managing and operating local streets.
15. Reduces the City's condemnation authority regarding acquisition of properties required for public projects.

4. Community and Economic Development

Staff recommends that the City Council support legislation that:

1. Maintains the City's authority over land use decisions.
2. Strengthens local regulatory authority and control over the siting of medical or recreational marijuana dispensaries.
3. Creates a more equitable Regional Housing Needs Allocation (RHNA) process.
4. Creates more flexibility for local jurisdictions to work together to provide housing that counts toward RHNA requirements.

5. Eliminates redundant, costly, and cumbersome mandates and restrictions required by CEQA (California Environmental Quality Act).
6. Provides incentives for affordable housing and transit-oriented development.
7. Increases financial assistance to provide affordable, transitional, special needs and emergency housing to the homeless, seniors, veterans, and people with special needs.
8. Encourages the expansion of STEM (Science, Technology, Engineering and Mathematics) programs in K-12, higher education, and libraries.
9. Enhances the City's efforts to retain existing businesses and attract new businesses.
10. Provides tangible and productive tools and incentives to support job creation, business attraction, and business retention.
11. Advances or encourages innovation, entrepreneurship, start-ups, small business opportunities, and/or workforce development.

Staff recommends that the City Council oppose legislation that:

12. Interferes with or reduces local land use control and decision making.
13. Diminishes or eliminates the authority of cities to zone and plan for the development of telecommunications infrastructure, including the siting of cellular communications towers or transmission sites.
14. Diminishes or eliminates cities' authority to regulate condominium conversions.
15. Interferes with the ability to provide productive incentives to support job creation, business attraction, and business retention.

5. Public Safety

Staff recommends that the City Council support legislation that:

1. Increase funding for local law enforcement, fire suppression and prevention, hazardous materials mitigation, and emergency medical services.
2. Provides funding to local agencies for training, disaster preparedness, crime prevention, public outreach, and emergency planning.
3. Ensures cities have control of regulating local medical marijuana facilities instead of the state, protects public safety with standardized security requirements, protects public health with uniform health and safety standards, and ensures patient safety with a quality assurance protocol.
4. Legislation that improves data and information dissemination, preparedness funding, and first-responder training for oil-by-rail shipments.
5. Maintains or increases grant funding for the Community Oriented Police Services (COPS) program.
6. Provides a greater share of asset forfeiture funds for cities and increases latitude for spending local funds.
7. Supports funding to prepare, mitigate, adapt, and respond to extreme weather or emergency events.
8. Supports alternative crisis response programs for mental health, substance abuse, or homelessness related calls for emergency service.

6. Parks and Community Services

Staff recommends that the City Council support legislation that:

1. Creates new funding opportunities for parks and community facilities.
2. Provides funding for ADA (Americans with Disabilities Act) facility and park upgrades.
3. Increases available financial assistance to local non-profit and community-based organizations who provide social services and mental health services to residents in need.

7. Climate and Environment

Staff recommends that the City Council support legislation that:

1. Assists local governments in meeting or exceeding local or state goals to reduce global warming pollution levels, to develop alternate energy resources and fuel efficiency programs, and to reduce fossil fuel dependence.
2. Supports current waste diversion goals, local compliance efforts, and associated measurement and reporting requirements.
3. Assists the City in meeting or exceeding established goals of reducing water consumption and increasing water supply without preempting local planning decisions.
4. Requires manufacturers be responsible for the end of useful life cost of collecting, processing, recycling, and disposing of products they manufacture.
5. Protects the interest of California's Community Choice clean electricity providers and their customers.
6. Supports regional and local government efforts to develop and implement programs to reduce air pollution.
7. Supports the funding, compliance, and full life cycle costs of current and new mandatory storm water quality permit requirements.
8. Addresses litter control and abatement problems in California.
9. Reduces the City's financial impact of state and federal funded and unfunded mandates related to compliance with environmental programs and regulations.

Staff recommends that the City Council oppose legislation that:

10. Preempts local planning decisions regarding solid waste facility sites.
11. Preempts local solid waste and AB 939 fee setting authority or imposes taxes or fees on local solid waste programs to fund state programs not directly related to solid waste management.

8. Technology and Cybersecurity

Staff recommends that the City Council support legislation that:

1. Promotes the use of data and technologies to create efficiencies, promotes economic development, enhances public safety, improves transportation and mobility, improves sustainability, increases transparency to public information, enhances municipal quality of life factors and helps solve other civic challenges.

2. Maintains local control over municipal assets in the deployment of next generation technological infrastructure.
3. Increases the City's capacity to protect against cyber security attacks.
4. Provides funding for programs that seek to expand digital access for residents and businesses.

Staff recommends that the City Council oppose legislation that:

5. Limits or removes local review and permitting of emerging telecommunications technologies, such as Small Cell technology.

Regional Collaboration

The City of Dublin is a member of the Tri-Valley Cities (TVC), a coalition of the five Tri-Valley municipalities who work together to advocate for issues and funding at the regional, state, and federal levels. The TVC is governed by the five Mayors of each municipality who develop and adopt a TVC Legislative Framework which guides the advocacy efforts of the TVC. A copy of the 2022 Framework, once adopted, will be attached to as Addendum A to this Legislative Platform.

DUBLIN
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DRAFT 2022 LEGISLATIVE PLATFORM

FEDERAL AND STATE POLICY PRIORITIES

FEBRUARY 2022

Introduction

Many public policies intersect with City priorities, programs, and services. This 2022 Legislative Platform (Platform) outlines the City of Dublin's legislative priorities and positions on these policies to inform residents, representatives, and policymakers. These priorities are applicable to all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

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This Platform provides Staff with direction and authorizes them, on the City Council's behalf, to quickly respond in support of or opposition to bills and other legislative or gubernatorial actions in time-sensitive situations. Additionally, the Platform enables staff to communicate Dublin-specific issues and impacts with state legislators. Staff may draft letters, direct our legislative advocates, or speak on behalf of the City regarding the legislative priorities this document outlines.

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Platform Overview and Coordination

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- **Position Development**
  - Reviewing analyses and positions by the ~~League of California Cities~~CalCities, legislative advocates, and other local government / professional associations in formulating the City's position.
  - Working with City departments, legislative advocate(s) to develop this platform and identify positions on proposed legislative measures.
- **Status Tracking**
  - Tracking key bills through the legislative process.
- **Communication and Advocacy**
  - Communicating the City's position, in accordance with this Platform, through correspondence, testimony, and meetings.
  - Working cooperatively with other cities (including the Tri-Valley Cities), associations, and CalCities ~~the League of California Cities~~ on advocating the City's legislative position.
  - Meeting with legislators and their representatives, as well as other federal, state and county government officials on a regular basis, to discuss local government issues, proposed legislation, requests for funding assistance, and City programs and services.

The City Manager's Office will exercise day-to-day oversight of legislative matters. In addition to coordinating formal action through the City Council, the City Manager and her designee will manage the City's Legislative Platform.

Staff will follow the process below when responding to all proposed and relevant legislation, polices, programs, grant funding opportunities, ballot measures, mandates, and budgets.

1. Review and determine whether a proposal will impact the City.
2. Prepare a letter outlining the City's position for the Mayor's or City Manager's signature.
3. Distribute the letter to the legislation's author(s), the City Council, and other relevant parties.

In scenarios where a proposal or regulation arises that may impact the City and is not covered by this Legislative Platform, Staff will prepare a draft position letter for the City Council to review prior to distribution.

General Legislative Principles

~~The City values its ability and authority to exercise local control and to protect and enhance the quality of life for Dublin residents. To that end, the City has two general legislative principles:~~
The guiding principles for the City's legislative advocacy efforts include, but are not limited to:

~~Protecting~~ Preserving and/or Increasing Local Government ~~Control and Authority~~Discretion

~~Support any legislation, policies, ballot measures, and budgets that maintain or improve local regulatory control and authority.~~

- ~~Oppose any legislation, policies, ballot measures, and budgets that undermine or circumvent local control or authority.~~

Promoting or Enhancing Revenue Sources

- ~~Support the protection or expansion of federal, state, and local funding sources that provide revenue to the City.~~
- ~~Oppose any federal or state legislation, policies, programs, ballot measures, unfunded mandates, and budgets that would have a negative impact on the City's ability to provide adequate programs, projects, and services.~~

Advancing Existing City Mission, Vision, Values, and Policies

Public Policy Priorities

This legislative platform identifies specific public policy priorities by topic area. Informed by the ~~general~~ General L~~l~~egislative P~~p~~rinciples, these priorities will guide the positions the City will take on all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets~~specific legislation, policies, ballot measures, and budgets~~.

The public policy priorities are categorized as follows:

1. General Administration
2. Fiscal Sustainability
3. Community and Economic Development

4. Transportation and Public Works
5. Public Safety
6. Parks~~/Quality of Life~~ and Community Services
7. Climate and Environment
8. Technology and Cybersecurity

1. General Administration

Staff recommends that the City Council **support** legislation that:

1. Enhances or streamlines local control and allows cities to address the needs of local constituents within a framework of regional cooperation.
2. Streamlines the process to apply for, to receive approval of, and to receive state or federal ~~emergency~~ funding.
   ~~Legislation that promotes the use of data and technologies to create efficiencies, promote economic development, enhance public safety, improve transportation and mobility, improve sustainability, increase transparency to public information, enhance municipal quality of life factors and help solve other civic challenges.~~
3. Assures every person the right to equal treatment in and access to all government-sponsored benefits or funded programs.
4. Addresses the functional impracticalities of AB361 while providing a permanent teleconference option available for Brown Act legislative bodies to hold public meetings.
5. Grants the City additional flexibility in the use of American Rescue Plan Act funding.
~~3.~~

Commented [JS1]: Moved to Section 8.

Staff recommends that the City Council **oppose** legislation that:

~~4.~~6. Attempts to restrict local authority or decision-making whether by state or federal legislation or ballot propositions.
~~5.~~7. Diminishes or eliminates local governments' ability to contract out for the provision of services.
~~6.~~8. Requires cities to use district-based elections.
7. ~~Legislation that limits or removes local review and permitting of emerging telecommunications technologies, such as Small Cell technology.~~

Commented [JS2]: Moved to Section 8.

2. Fiscal Sustainability

Staff recommends that the City Council **support** legislation that:

1. Maintains or enhances ongoing revenues to the City.
2. Updates the tax structure to enhance local government revenues that have declined due to the expansion of e-commerce, increased consumption of services rather than durable goods, and innovations in technology.
3. Ensures timely distribution of mandated reimbursements owed to the City.
4. Remove unnecessary state-imposed mandates.

5. Provides for the use of incentives for local government action rather than mandates (funded or unfunded).
6. Establishes new and innovative revenue options and resources to finance public infrastructure construction and maintenance.
7. Streamlines the establishment and utilization of infrastructure financing districts or other funding mechanisms for infrastructure improvements.
8. Changes the Communications Act of 1934 that removes the distinction between "capital" and "operating" funds to provide more local control for community television stations in the use of their public, educational, and government (PEG) channel fees.
9. Supports measures to increase transparency of all public employee salaries and benefits.
10. Supports measures to provide sustainable public pensions and other post-retirement benefits.

Staff recommends that the City Council **oppose** legislation that:

11. Undermines and preempts local authority over local taxes and fees.
12. Shifts funds from local governments to the state or federal government.
13. Imposes unfunded or inadequately funded federal and state mandates on local governments.
14. Eliminates development fees or limits the ability of cities to levy such fees to provide for infrastructure or services.
15. Requires or expands state involvement in City financial audits, fiscal monitoring, general oversight, or assistance by the State Treasurer, State Controller, or other state agencies.
16. Defers reimbursements for state mandated programs.

3. Public Works and Transportation

Staff recommends that the City Council **support** legislation that:

1. Ensures the City receive its fair share of transportation funding and that keeps the funding decisions at the local level.
2. Provides for more stable and equitable long-term funding sources for transportation.
2.3. Leverages local funds to the maximum extent possible to implement transportation improvements through grants and partnerships with regional, state, and federal agencies.
3.4. Supports a constitutional amendment to lower the two-thirds approval threshold for sales and use tax measures for transportation purposes.
4.5. Supports reducing Vehicle Miles Traveled (VMT) and supports developing and implementing Transportation Demand Management (TDM) plans and strategies.
5.6. Supports expanded opportunities for high occupancy vehicles (HOV), managed lane policies, improved enforcement, new technology deployment, and reducing congestion and delay along freeways ~~in the Tri-Valley Area~~.
6.7. Supports multimodal freight movement between the San Francisco Bay Area and the Central Valley and projects that reduce freight traffic on I-580.
7.8. Supports active transportation, enhances the safety of all modes of transportation, particularly bicycles and pedestrians, and reduces vehicle speeds and traffic congestion~~, and supports regional transportation improvements~~.
8.9. Supports Intelligent Transportation Systems (ITS), Connected, and Automated Vehicles.

9.10. Supports local control and local regulation of shared mobility~~, micro mobility~~, transportation network companies (TNCs), and other emerging industries that use city infrastructure to offer private services.
11. Enables the sale of traffic data to recover the cost of data collection.
10.12. Supports innovative rail connectivity projects which aim to address the jobs/housing/transit imbalance (i.e., Valley Link).

Staff recommends that the City Council **oppose legislation that**:

11.13. Infringes upon the ability of local governments to effectively administer and modify state and local construction provisions and standards.
12.14. Takes away local control of managing and operating local streets.
13.15. Reduces the City's condemnation authority regarding acquisition of properties required for public projects.
14. ~~Legislation that seeks to repeal revenue collection or divert funds from the Road Repair and Accountability Act of 2017 (SB1).~~

Commented [JS3]: No longer relevant.

4. Community and Economic Development

Staff recommends that the City Council **support** legislation that:

1. Maintains the City's authority over land use decisions.
2. Strengthens local regulatory authority and control over the siting of medical or recreational marijuana dispensaries.
3. Creates a more equitable Regional Housing Needs Allocation (RHNA) process.
4. Creates more flexibility for local jurisdictions to work together to provide housing that counts toward RHNA requirements.
5. Eliminates redundant, costly, and cumbersome mandates and restrictions required by CEQA (California Environmental Quality Act).
6. Provides incentives for affordable housing and transit-oriented development.
7. Increases financial assistance to provide affordable, transitional, special needs and emergency housing to the homeless, seniors, veterans, and people with special needs.
8. Encourages the expansion of STEM (Science, Technology, Engineering and Mathematics) programs in K-12, higher education, and libraries.
9. Enhances the City's efforts to retain existing businesses and attract new businesses.
10. Provides tangible and productive tools and incentives to support job creation, business attraction, and business retention.
11. Advances or encourages innovation, entrepreneurship, start-ups, small business opportunities, and/or workforce development.

Staff recommends that the City Council **oppose** legislation that:

12. Interferes with or reduces local land use control and decision making.
13. Diminishes or eliminates the authority of cities to zone and plan for the development of telecommunications infrastructure, including the siting of cellular communications towers or transmission sites.
14. Diminishes or eliminates cities' authority to regulate condominium conversions.

15. Interferes with the ability to provide productive incentives to support job creation, business attraction, and business retention.

5. Public Safety

Staff recommends that the City Council **support** legislation that:

1. Increases funding for local law enforcement, fire suppression and prevention, hazardous materials mitigation, and emergency medical services.
2. Provides funding to local agencies for training, disaster preparedness, crime prevention, public outreach, and emergency planning.
3. Ensures cities have control of regulating local medical marijuana facilities instead of the state, protects public safety with standardized security requirements, protects public health with uniform health and safety standards, and ensures patient safety with a quality assurance protocol.
4. Improves data and information dissemination, preparedness funding, and first-responder training for oil-by-rail shipments.
5. Maintains or increases grant funding for the Community Oriented Police Services (COPS) program.
6. Provides a greater share of asset forfeiture funds for cities and increases latitude for spending local funds.
7. Supports funding to prepare, mitigate, adapt, and respond to extreme weather or emergency events.
8. Supports alternative crisis response programs for mental health, substance abuse, or homelessness related calls for emergency service.

6. Parks ~~/ Quality of Life~~and Community Services

Staff recommends that the City Council **support** legislation that:

1. Creates new funding opportunities for parks and community facilities.
2. Provides funding for ADA (Americans with Disabilities Act) facility and park upgrades.
3. Increases available financial assistance to local non-profit and community-based organizations who provide social services and mental health services to residents in need.

7. Climate and Environment

Staff recommends that the City Council **support** legislation that:

1. Assists local governments in meeting or exceeding local or state goals to reduce global warming pollution levels, to develop alternate energy resources and fuel efficiency programs, and to reduce fossil fuel dependence.
~~1. Legislation that encourages manufacturers to include post-consumer recycled material in their products and encourages state and local government agencies to use more recycled content.~~
~~2. Legislation that supports minimizing single-use disposables as well as minimizes product packaging.~~

Commented [JS4]: Consolidated with #2.

~~3.~~2. ~~Legislation that supports the ability of the City to run efficient and effective waste diversion programs.~~ Supports current waste diversion goals, local compliance efforts, and associated measurement and reporting requirements.

~~4.~~3. Assist the City in meeting or exceeding established goals of reducing water consumption and increasing water supply without preempting local planning decisions.

~~5.~~4. ~~Legislation that supports reducing greenhouse gas emissions related to extracting, transporting, and manufacturing materials.~~Requires manufacturers be responsible for the end of useful life cost of collecting, processing, ~~recycling and~~recycling and disposing of products they manufacture.

~~6.~~5. Protects the interest of California's Community Choice clean electricity providers and their customers.

~~7.~~6. Supports regional and local government efforts to develop and implement programs to reduce air pollution.

~~8. Legislation and grant opportunities for cities that provide funding for developing or enhancing alternative vehicle fueling stations.~~

~~9.~~7. Supports the funding, compliance, and full life cycle costs of current and new mandatory storm water ~~quality~~quality permit requirements ~~provides funding and creates flexibility in the implementation of mandatory storm water and solid waste programs.~~

~~10.~~8. Addresses litter control and abatement problems in California.

~~11. Legislation that would make it easier for the City to fund and comply with new and increasingly stringent storm water quality permit requirements.~~

~~12.~~9. Reduces the financial impact of state and federal funded and unfunded mandates related to compliance with environmental programs and regulations.

~~13. Legislation that supports local solar generation, battery storage, microgrids, and the electrification of California's energy and fuel supply.~~

Commented [JS5]: Consolidated with #1.

Commented [JS6]: Consolidated with #1.

Commented [JS7]: Consolidated with #8.

Commented [JS8]: Consolidated with #8.

Commented [JS9]: Consolidated with #1.

Staff recommends that the City Council **oppose** legislation that:

~~14.~~10. Preempts local planning decisions regarding solid waste facility sites.

11. Preempts local solid waste and AB 939 fee setting authority or imposes taxes or fees on local solid waste programs to fund state programs not directly related to solid waste management.

8. Technology and Cybersecurity

Staff recommends that the City Council **support** legislation that:

1. Promotes the use of data and technologies to create efficiencies, promote economic development, enhance public safety, improve transportation and mobility, improve sustainability, increase transparency to public information, enhance municipal quality of life factors and help solve other civic challenges.
2. Maintains local control over municipal assets in the deployment of next generation technological infrastructure.
3. Increases the City's capacity to protect against cyber security attacks.
4. Provides funding for programs that seek to expand digital access for residents and businesses.

Staff recommends that the City Council **oppose** legislation that:

5. Limits or removes local review and permitting of emerging telecommunications technologies, such as Small Cell technology.

Regional Collaboration

The City of Dublin is a member of the Tri-Valley Cities (TVC), a coalition of the five Tri-Valley municipalities who work together to advocate for issues and funding at the regional, state, and federal levels. The TVC is governed by the five Mayors of each municipality who develop and adopt a TVC Legislative Framework which guides the advocacy efforts of the TVC. A copy of the 2022 Framework, once adopted, will be attached to as Addendum A to this Legislative Platform.

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Item 8.1

Draft 2022 Legislative Platform

January 11, 2022

Background

- Each year the City Council adopts a Legislative Platform to guide legislative advocacy efforts for the upcoming year.
- Structured in two tiers:
  - **Guiding Principles**, which set the broad goals for advocacy efforts.
  - **Public Policy Priorities**, which provide more specific positions in certain policy areas.
    - Not an exhaustive list.

Background, 2

- Generally, the Platform has remained consistent over the last six years.
- Following last year's adoption of the Platform, the City Council requested the opportunity to have a discussion and provide additional feedback on the Platform.

Updates to Guiding Principles

- The Guiding Principles have been updated to include revised language around local control as well as a reference to the City's existing Mission, Vision, Values, and Policies:

Preserving and/or Increasing Local Government Discretion

Promoting or Enhancing Revenue Sources

Advancing Existing City Mission, Vision, Values, and Policies

Updates to Public Policy Priorities

- An updated Parks and Community Services category now includes new priorities revolving around social services and mental health services.
- A new Technology and Cyber Security Category which focus on the deployment of next generation tech. infrastructure, as well as supports to protect against cyber security attacks.

Other Key Updates

- New additions to the Platform include supporting legislation that:
  - Addresses impracticalities with AB361.
  - Grants the City more flexibility in the use of ARPA Funds.
  - Supports innovative rail connectivity projects which aim to address the jobs/housing/transit imbalance (i.e., Valley Link).
  - Supports alternative crisis response programs for mental health, substance abuse, or homelessness-related calls for emergency service.
  - Increases available financial assistance to local non-profit and community-based organizations who provide social services and mental health services to residents in need.

Staff Recommendation

- Receive the report and provide direction.

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Questions?

John Stefanski
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