COUNCILMEMBERS
Melissa Hernandez, Mayor
Michael McCorriston, Vice Mayor
Jean Josey, Councilmember
Dr. Sherry Hu, Councilmember
Kashef Qaadri, Councilmember

DUBLIN
CALIFORNIA

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

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, August 15, 2023

Location: City Council Chamber
100 Civic Plaza
Dublin, CA 94568

REGULAR MEETING 7:00 PM

Additional Meeting Procedures

This City Council meeting will be broadcast live on Comcast T.V. channel 28 beginning at 7:00 p.m. This meeting will also be livestreamed at www.tv30.org and on the City's website at: https://dublin.ca.gov/ccmeetings

Members of the public who wish to participate in the meeting electronically have the option of giving public comment via Zoom, subject to the following procedures:

□ Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, August 15, 2023. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the public comment period ends, or until the public comment period on non-agenda items is closed.

□ Once connected to the Zoom platform using the Zoom link information from the City Clerk, the public speaker will be added to the Zoom webinar as an attendee and muted. The speaker will be able to observe the meeting from the Zoom platform.

□ When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their time to give public comment. The speaker will then be unmuted to give public comment via Zoom.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ORAL COMMUNICATIONS

3.1 Inspiration Studio USA Certificate of Recognition

The City Council will present the certificate to Inspiration Studio USA.

STAFF RECOMMENDATION:
Present the Certificate of Recognition.
Staff Report
Attachment 1 - Inspiration Studios USA Certificate of Recognition

3.2 American Muslim Appreciation and Awareness Month Proclamation

The City Council will present the American Muslim Appreciation and Awareness Month proclamation.

STAFF RECOMMENDATION:
Present the proclamation.
Staff Report
Attachment 1 - American Muslim Appreciation and Awareness Month Proclamation

3.3 Employee Introductions

New City of Dublin Staff members, Erika Spoon, Derek Teaderman, Monette Au, Tommy Cook, Brad Olson, Brian Spiller, and Aimee Dacumos will be introduced.

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

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 June 20, 2023 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the June 20, 2023 Regular City Council Meeting.

STAFF RECOMMENDATION:
Approve the minutes of the June 20, 2023 Regular City Council Meeting.
Staff Report
Attachment 1 - June 20, 2023 Regular City Council Meeting Minutes

4.2 Summary Vacation of an Emergency Vehicle Access Easement Located at 5751 Arnold Road

The City Council will consider approving a summary vacation of a portion of an Emergency Vehicle Access Easement (E.V.A.E.) located at 5751 Arnold Road, which conflicts with the planned improvements for the site and will be replaced with a new E.V.A.E. that aligns with the reconfigured parking lot.

STAFF RECOMMENDATION:
Adopt the **Resolution** Summarily Vacating an Emergency Vehicle Access Easement Located at 5751 Arnold Road (Streets and Highways Code Chapter 4).
Staff Report
Attachment 1 - Resolution Summarily Vacating an Emergency Vehicle Access Easement Located at 5751 Arnold Road (Streets and Highways Code Chapter 4)
Attachment 2 - Exhibits A and B to the Resolution - Legal Description and Plat Map

4.3 Authorizing City Manager to Purchase of Software Licenses and Related Computer Equipment with CDW Government, LLC in Excess of $45,000
The City Council will consider authorizing the purchase of software licenses and related computer equipment from CDW Government, LLC. in excess of $45,000 through April 30, 2026, with the potential for two one-year extensions.
STAFF RECOMMENDATION:
Adopt the **Resolution** Authorizing the City Manager to Purchase Software Licenses and Related Computer Equipment from CDW Government, LLC. in Excess of $45,000.
Staff Report
Attachment 1 - Resolution Authorizing the City Manager to Purchase Software Licenses and Related Computer Equipment from CDW Government, LLC. in Excess of $45,000
Attachment 2 - Exhibit A to the Resolution - Omnia Partners, Public Sector Master Agreement

4.4 Authorizing Staff to Purchase Computers and Related Equipment from Dell Marketing, L.P., in Excess of $45,000
The City Council will consider authorizing the purchase of computers and related equipment from Dell Marketing, L.P. in excess of $45,000 through June 30, 2024.
STAFF RECOMMENDATION:
Adopt the **Resolution** Authorizing the City Manager to Purchase Computers and Related Equipment from Dell Marketing, L.P. in Excess of $45,000 in Fiscal Year 2023-24.
Staff Report
Attachment 1 - Resolution Authorizing City Manager to Purchase Computers and Related Equipment from Dell Marketing, L.P. in Excess of $45,000 in Fiscal Year 2023-24
Attachment 2 - Exhibit A to the Resolution - NASPO ValuePoint Master Agreement and Amendments 1,2,3,4,5 and 6

4.5 Notice of City Engineer's Receipt of Final Maps for Review for Tracts 8563, 8645, 8646, 8648, and 8671
The City Council will receive a notification of the City Engineer's receipt of the Final Maps for review for Tracts 8563, 8645, 8646, 8648, and 8671, Francis Ranch Large Lot Map and Neighborhoods 1, 2, and 4.
STAFF RECOMMENDATION:
Receive the notification.
Staff Report

4.6 Intent to Vacate Right-of-Way on Croak Road and Setting a Public Hearing

The City Council will consider adopting a resolution of intent to vacate public street right-of-way on Croak Road between South Terracina Drive and Central Parkway for the Francis Ranch development (formerly East Ranch) and setting a public hearing.

STAFF RECOMMENDATION:

Adopt the **Resolution** of Intent to Vacate Right-of-Way on Croak Road and Setting a Public Hearing.

Staff Report

Attachment 1 - Resolution of Intent to Vacate Right-of-way on Croak Road and Setting a Public Hearing

Attachment 2 - Exhibit Showing Portion of Croak Road to be Vacated

4.7 Acceptance of Work – Project No. ST0713, Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project

The City Council will consider the acceptance of the Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project, CIP No. ST0713. The project installed a three-inch conduit on Dublin Boulevard between the Civic Center and San Ramon Road.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project, CIP No. ST0713.

Staff Report

Attachment 1 - Resolution Accepting the Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project, CIP No. ST0713

Attachment 2 - CIP No. ST0713

4.8 Amendment to City Council Resolution 133-22 Approving the 2023 – 2031 Housing Element

The City Council will consider an amendment to Resolution 133-22 approving the 2023 – 2031 Housing Element effective as of November 15, 2022.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending City Council Resolution 133-22 Approving the 2023 – 2031 Housing Element.

Staff Report

Attachment 1 - Resolution Amending City Council Resolution 133-22 Approving the 2023 - 2031 Housing Element

4.9 Actions Taken During City Council Recess

The City Council will receive a report on the administrative actions taken during the City Council recess between June 21 and August 14, 2023, which were related to the Annual Street Resurfacing and Overlay projects, the Alamo Creek Fence Replacement Project, and an agreement with All City Management Services, Inc. for the provision of crossing guards.

STAFF RECOMMENDATION:

Receive the report.

Staff Report

Attachment 1 - Resolution No. 69-23 - Approving Plans and Specifications and Delegating Authority to the City Manager to Award Construction Contracts for Annual Street Resurfacing Project, CIP No. ST0117
Attachment 2 - Resolution No. 70-23 - Approving the Plans and Specifications and Delegating Authority to the City Manager to Award a Construction Contract for Alamo Creek Park and Assessment District Fence Replacement Project, CIP No. PK0122
Attachment 3 - Resolution No. 71-23 - Delegating Authority to the City Manager to Approve an Agreement with All City Management Services, Inc.

4.10 Approval of Plans and Specifications, Award of Contract to Suarez & Munoz Construction, Inc., and Approval of a Budget Change for the Wallis Ranch Community Park Project, CIP No. PK0421

The City Council will consider approving the plans and specifications and awarding a construction contract to Suarez & Munoz Construction, Inc. for the Wallis Ranch Community Park Project. The project will construct the 8.75-acre Wallis Ranch Community Park located on three separate parcels between Tassajara Road and the Wallis Ranch residential development. The City Council will also consider approving a budget change to increase the project funding.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to Suarez & Munoz Construction, Inc. for the Wallis Ranch Community Park Project, CIP No. PK0421, and approve the budget change.

Staff Report
Attachment 1 - Resolution Approving the Plans and Specifications and Awarding a Contract to Suarez and Munoz Construction, Inc. for the Wallis Ranch Community Park Project, CIP No. PK0421
Attachment 2 - CIP No. PK0421
Attachment 3 - Bid Results
Attachment 4 - Budget Change Form
Attachment 5 - Resolution No. 51-93 Certifying the Addendum and the Final Environmental Impact Report Eastern Dublin General Plan Amendment and Specific Plan
Attachment 6 - Resolution No. 42-05 Certifying a Supplemental EIR and Adopting Mitigation Findings, Findings Regarding Alternatives, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for Dublin Ranch West Project
Attachment 7 - Resolution No. 116-21 Approving an Addendum to the Eastern Dublin Environmental Impact Report and the 2005 Dublin Ranch West Supplemental Environmental Impact Report, and Approving the Wallis Ranch Community Park Conceptual Plan

4.11 Annual Review of City's Investment Policy

The City Council will review the City's Investment Policy as per the City's annual practice. The policy includes an update to replace the titles of Administrative Services Director and Assistant Administrative Services Director with Finance Director and Assistant Finance Director, respectively, as approved by the City Council on June 20, 2023. The City Council will also consider adopting a resolution completing the Annual Review of the Investment Policy and designating positions authorized to complete investment transactions. While not required by statute, annual review of a local agency's investment policy is

recommended by the California Debt and Investment Advisory Commission and is included as a requirement in the City Policy.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the 2023 Annual Review of Investment Policy and Delegation of Authority to Complete Investment Transactions.

Staff Report

Attachment 1 - Resolution Approving the 2023 Annual Review of Investment Policy and Delegation of Authority to Complete Investment Transactions

Attachment 2 - Exhibit A to the Resolution - Statement of Investment Policy for the City of Dublin

Attachment 3 - 2023 Statement of Investment Policy for the City of Dublin (redline)

4.12 City Treasurer's Informational Report of Investments for the Quarter Ending June 30, 2023

The City Council will receive an informational report of the City's investments through the quarter ending June 30, 2023 including a monthly transaction ledger. The City's investment portfolio for this period totaled $401,109,378 (market value) with an average market yield of 4.92%. As required by the Policy, the City Treasurer (Finance Director) affirms that the City is able to meet its expenditure requirements for the next six months.

STAFF RECOMMENDATION:

Receive the City Treasurer's Informational Report of Investments for the Quarter Ending June 30, 2023.

Staff Report

Attachment 1 - City of Dublin Investment Report for Period Ending June 30, 2023

Attachment 2 - Transaction Ledger - April through June 2023

4.13 Payment Issuance Report and Electronic Funds Transfers

The City Council will receive a listing of payments issued from June 1, 2023 – June 30, 2023, totaling $9,962,380.56 and July 1, 2023 – July 31, 2023, totaling $10,081,559.88.

STAFF RECOMMENDATION:

Receive the reports.

Staff Report

Attachment 1 - Payment Issuance Report for June 2023

Attachment 2 - Payment Issuance Report for July 2023

4.14 Appointments to the City Council 2023 Ad Hoc Audit Review Committee

The City's independent auditor, Badawi and Associates, has commenced the field work necessary to complete the Annual Comprehensive Financial Report for the year ending June 30, 2023. The City Council will consider the establishment of an Ad Hoc Committee comprising two members of the City Council, who will review the audit process and final report with the auditors.

STAFF RECOMMENDATION:

Confirm the Mayor's recommendation of Mayor Hernandez and Councilmember Qaadri as the 2023 Ad Hoc Audit Review Committee.

Staff Report

4.15 Approval of Plans and Specifications, Award of Contract to American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing Project, CIP No. ST0117

The City Council will consider approving the plans and specifications and awarding a construction contract to American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing Project. The project will resurface multiple street segments with a slurry seal that will prolong the life of the existing pavement surface.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117.

Staff Report

Attachment 1 - Resolution Approving the Plans and Specifications and Awarding a Contract
to American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117

Attachment 2 - CIP No. ST0117

Attachment 3 - July 2023 Slurry Seal Project Location Map

Attachment 4 - July 2023 Slurry Seal Bid Results

4.16 Amendment to the Agreement with Civica Law Group for Special Counsel Legal Services

The City Council will consider approving an amendment to the agreement with Civica Law Group for special counsel legal services related to code enforcement activities.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the First Amendment to the Agreement with Civica Law Group, APC for Special Counsel Legal Services.

Staff Report

Attachment 1 - Resolution Approving the First Amendment to the Agreement with Civica Law Group, APC for Special Counsel Legal Services

Attachment 2 - Exhibit A to the Resolution - First Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services

4.17 East Ranch Affordable Housing Agreement (PLPA-2020-00028)

The City Council will consider approval of an Affordable Housing Agreement with TH East Ranch Dublin, LLC, an affiliate of Trumark Homes, LLC, associated with the development of the East Ranch project. The East Ranch project is the development of a 165.5-acre site with a 573-unit residential project consisting of six neighborhoods, two neighborhood parks totaling 11.5 acres, and a two-acre Public/Semi-Public site reserved for affordable housing located on Croak Road east of Fallon Road.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Affordable Housing Agreement Between the City of Dublin and TH East Ranch Dublin, LLC, for the East Ranch Project.

Staff Report

Attachment 1 - Resolution Approving an Affordable Housing Agreement Between the City of Dublin and TH East Ranch Dublin, LLC, for the East Ranch Project

Attachment 2- Exhibit A to the Resolution - Affordable Housing Agreement

Attachment 3 - City Council Staff Report dated April 18, 2023 (without attachments)

5. WRITTEN COMMUNICATION – None.

6. PUBLIC HEARING

6.1 Dublin Municipal Code Amendment to Section 8.84.140.I "Real Estate Directional Signs" (PLPA-2023-00017)

The City Council will consider City-initiated amendments to the Dublin Municipal Code in response to complaints related to Real Estate Directional Signs (aka "open house signs"). The City Council will consider adopting amendments to Dublin Municipal Code Section 8.84.140.I "Real Estate Directional Signs" to increase the number of open house signs allowed for each property, modify the minimum sidewalk clearance in conformance with the Building Code, require signs to be removed by 5:30 p.m., and clarify the City's enforcement authority.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and waive the reading and INTRODUCE the Ordinance Approving Amendments to Dublin Municipal Code Section 8.84.140.I "Real Estate Directional Signs."

Staff Report

Attachment 1 - Ordinance Approving Amendments to Dublin Municipal Code Section 8.84.140.I Real Estate Directional Signs

Attachment 2 - Real Estate Directional Sign Comparison Table

Attachment 3 - Planning Commission Resolution No. 23-04

Attachment 4 - Letter from David Stark, Bay East Association of Realtors

Item 6.1 - PowerPoint Presentation

7. UNFINISHED BUSINESS

7.1 Inclusionary Zoning and In-Lieu Fee Feasibility Study and Commercial Linkage Fee Nexus Study

The City Council will receive a report on the Inclusionary Zoning and Affordable Housing In-Lieu Fee Feasibility Study and the Commercial Linkage Fee Nexus Study. The City Council will be requested to provide feedback and direction on key policy decisions. This feedback will be used to prepare updates to the Inclusionary Zoning Regulations, Affordable Housing In-Lieu Fee, and Commercial Linkage Fee programs in accordance with the City's Two-Year Strategic Plan. The updates to these programs will be considered for adoption at a future meeting.

STAFF RECOMMENDATION:

Receive the report and provide feedback and direction.

Staff Report

Item 7.1 - PowerPoint Presentation

8. NEW BUSINESS

8.1 Introduction of an Ordinance Amending Chapter 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code

The City Council will consider introducing an Ordinance amending the Dublin Municipal Code to reflect new requirements for Massage Establishments operating within the City and to update the Code for clarity and enhanced public safety.

STAFF RECOMMENDATION:
Waive the reading and INTRODUCE the Ordinance Amending Section 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code.
Staff Report
Attachment 1 - Ordinance Amending Chapter 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code
Attachment 2 - Exhibit A to the Ordinance - Chapter 4.20 (Massage Establishments and Massage Services) - Redline Version
Attachment 3 - Chapter 4.20 (Massage Establishments and Massage Services) - Clean Version
Item 8.1 - SB343.pdf
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) (ADA), 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. Upon receiving a request, the City will swiftly resolve requests for reasonable accommodation for individuals with disabilities, consistent with the federal ADA, and resolve any doubt in favor of accessibility.

Agenda materials that become available within 72 hours in advance of the meeting, and after publishing of the agenda, will be available at Civic Center, 100 Civic Plaza, and will be posted on the City's website at www.dublin.ca.gov/ccmeetings.

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: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Inspiration Studio USA Certificate of Recognition
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will present a certificate of recognition to Inspiration Studio USA.

STAFF RECOMMENDATION:

Present the Certificate of Recognition.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council would like to recognize Inspiration Studio USA for their participation in the Lantern Festival during the Lunar New Year Event and for their volunteer service to the Dublin community.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Inspiration Studio USA Certificate of Recognition

CERTIFICATE OF RECOGNITION

Given to

INSPIRATION STUDIOS USA

In recognition of your volunteer work and contributions to the Dublin community during the Lunar New Year Events.

Presented by the

City Council of the City of Dublin

Dated: August 15, 2023

Mayor Melissa Hernandez

Vice Mayor Michael McCorriston

Councilmember Sherry Hu

Councilmember Jean Josey

Councilmember Kashef Qaadri

Agenda Item 3.2

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Presentation of American Muslim Appreciation and Awareness Month Proclamation
Prepared by: Marissa Clevenger, Administrative Technician

EXECUTIVE SUMMARY:

The City Council will present the American Muslim Appreciation and Awareness Month proclamation.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will present the American Muslim Appreciation and Awareness Month proclamation in recognition of the many contributions of American Muslims in Dublin and across the nation.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) American Muslim Appreciation and Awareness Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"American Muslim Appreciation and Awareness Month"

WHEREAS, freedom of religion holds distinction as a cherished right and a fundamental value upon which the law and ethics of the United States are based; and

WHEREAS, the City of Dublin takes great pride in supporting individual religious freedoms and is strengthened by contributions of its diverse population, including those Americans who practice Islam; and

WHEREAS, the earliest Muslim immigrants mostly worked on farms and made significant contributions to early agricultural efforts and approximately one million Muslim Americans currently reside in communities throughout California, the highest number in the United States; and

WHEREAS, the citizens of the City of Dublin benefit from Muslim religious, charitable, educational and empowerment organizations that operate within the City; and

WHEREAS, members of the Dublin Muslim community have been strong advocates for equity and inclusion at the municipal and state levels of education and social programs that support all Dubliners; and

WHEREAS, it is appropriate to promote awareness of the many contributions of American Muslims in Dublin and across the nation and extend to them the respect every American deserves.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim August 2023 as "American Muslim Appreciation and Awareness Month" in the City of Dublin.

DATED: August 15, 2023

Mayor Melissa Hernandez

Vice Mayor Michael McCorriston

Councilmember Sherry Hu

Councilmember Jean Josey

Councilmember Kashef Qaadri

Agenda Item 3.3

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Employee Introductions
Prepared by: Sarah Monnastes, Human Resources Director

EXECUTIVE SUMMARY:

New City of Dublin Staff members, Erika Spoon, Derek Teaderman, Monette Au, Tommy Cook, Brad Olson, Brian Spiller, and Aimee Dacumos will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff members.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The following new City of Dublin Staff members will be introduced:

- Erika Spoon, Office Assistant II, Community Development Department
- Derek Teaderman, Audio-Video Specialist, Information Systems
- Monette Au, Senior Office Assistant, Parks & Community Services
- Tommy Cook, Recreation Coordinator, Parks & Community Services
- Brad Olson, Management Analyst II, Parks & Community Services
- Brian Spiller, Recreation Coordinator, Parks & Community Services
- Aimee Dacumos, Office Assistant II, Public Works

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 4.1

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the June 20, 2023 Regular City Council Meeting
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the June 20, 2023 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 20, 2023 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the June 20, 2023 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) June 20, 2023 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: June 20, 2023

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

CLOSED SESSION 6:30 PM

I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

II. CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: Vice Mayor McCorriston and Councilmember Qaadri
Unrepresented Employee: City Attorney

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, June 20, 2023, 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

The City Council and Staff shared comments about former City of Dublin Councilmember, George Zika, who passed away on June 20, 2023. Mayor Hernandez called for a moment of silence in memory of Mr. Zika.

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

2) REPORT ON CLOSED SESSION

Mayor Hernandez reported there was no reportable action out of Closed Session.

DRAFT

3) ORAL COMMUNICATIONS

3.1) Presentation from David Stark, East Bay Association of Realtors

The City Council received a presentation from David Stark, Chief Public Affairs and Communications Officer of Bay East Association of Realtors, who provided an overview of the Dublin and Tri-Valley residential market.

3.2) Employee Introductions

New City of Dublin Staff member, Sonya Canto, Office Assistant II in the Community Development Department, was introduced.

3.3) Public Comment

Andrea Renzulli provided public comment.

Shawn Costello provided public comment.

4) CONSENT CALENDAR

4.1) Approved the June 6, 2023 Regular City Council Meeting Minutes.

4.2) Adopted Resolution No. 64-23 titled, "Authorizing the Continued Participation of the City of Dublin in the Alameda County Urban County for Community Development Block Grant Funds and Authorizing the Execution of the Cooperation Agreement Between the City and County of Alameda Regarding Participation in the Alameda County Urban County for Community Block Grant Funds."

4.3) Adopted Resolution No. 65-23 titled, "Approving Amendment #2 to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services."

4.5) Adopted Resolution No. 67-23 titled, "Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City."

4.6) The City Council received a listing of payments issued from May 1, 2023 - May 31, 2023, totaling $19,380,166.08.

4.8) Adopted Resolution No. 69-23 titled, "Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award Construction Contracts for Annual Street Resurfacing Projects (2023 Slurry Seal and 2023 Overlay), CIP No. ST0117;" Resolution No. 70-23 titled, "Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award a Construction Contract for the Alamo Creek Park and Assessment District Fence Replacement Project, CIP No. PK0122;" and, Resolution No. 71-23 titled, "Delegating Authority to the City Manager

to Approve an Agreement Between the City of Dublin and All City Management Services, Inc."

4.9) Adopted Resolution No. 72-23 titled, "Amending the Classification Plan;" Resolution No. 73-23 titled, "Establishing a Salary Plan for Full-Time Personnel in Accordance With the Personnel Rules;" Resolution No. 74-23 titled, "Establishing a Salary Plan for Management Positions Exempt from Competitive Service;" Resolution No. 75-23 titled, "Amending the Benefit Plan;" and, Resolution No. 76-23 titled, "Amending the Management Positions Exempt from Competitive Service Resolution and Prescribing Leave Benefits for the Designated Positions."

On a motion by Councilmember Josey, seconded by Councilmember Qaadri, and by unanimous vote, the City Council adopted the Consent Calendar items, except for items 4.4 and 4.7.

RESULT:	ADOPTED [UNANIMOUS]
MOVED BY:	Jean Josey, Councilmember
SECOND:	Kashef Qaadri, Councilmember
AYES:	Hernandez, McCorriston, Josey, Hu, Qaadri

4.4) Adopted Resolution No. No. 66-23 titled, "Approving the Agreement with Wesco Graphics, Inc. for Commercial Printing Services."

This item was pulled from the consent calendar by Councilmember Qaadri for clarifying questions.

4.7) Adopted Resolution No. 68-23 titled, "Approving an Affordable Housing Assistance Agreement Between the City of Dublin and Corona/Ely Ranch, Inc., and approve the budget change."

This item was pulled from the consent calendar by Councilmember Qaadri for clarifying questions and public comment.

Bruce Fiedler provided public comment.

On a motion by Councilmember Qaadri and seconded by Vice Mayor McCorriston, and by unanimous vote, the City Council adopted Consent Calendar items 4.4 and 4.7.

RESULT:	ADOPTED [UNANIMOUS]
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	Michael McCorriston, Vice Mayor
AYES:	Hernandez, McCorriston, Josey, Hu, Qaadri

5) WRITTEN COMMUNICATION – None.

6) PUBLIC HEARING

6.1) Authorizing the Enforcement of the California Vehicle Code within the Wallis Ranch Subdivision and Approving an Agreement for Traffic Enforcement Services

Councilmember Hu recused herself and left the dais due to co-owning property in the Wallis Ranch Subdivision.

The City Council conducted a public hearing to consider a petition from the Wallis Ranch Homeowner's Association for the provision of traffic enforcement services on privately owned roads and approve an agreement for Dublin Police Services to provide traffic enforcement within the Wallis Ranch subdivision.

Mayor Hernandez opened the public hearing.

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

On a motion by Councilmember Qaadri, seconded by Vice Mayor McCorriston, and by unanimous vote, the City Council adopted Resolution No. 77-23 titled, "Authorizing Enforcement of the California Vehicle Code to Privately Owned Roads Within the Wallis Ranch Subdivision and Approving an Agreement with the Wallis Ranch Homeowner's Association for the Provision of Traffic Enforcement Services."

RESULT:	ADOPTED [UNANIMOUS]
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	Michael McCorriston, Vice Mayor
AYES:	Hernandez, McCorriston, Josey, Qaadri
ABSENT:	Hu

Councilmember Hu returned to the dais.

7) UNFINISHED BUSINESS

7.1) East Ranch Community Facilities Districts Revised Proposal

The City Council received a presentation, asked clarifying questions, and provided feedback on the Applicant's revised proposal for the formation of Services and Facilities Community Facilities Districts to fund the maintenance of and the construction of certain public facilities.

Mayor Hernandez opened the public comment period.

Tom Evans provided public comment.

Mayor Hernandez closed the public comment period.

Mayor Hernandez called for a break at 9:13 PM.

Mayor Hernandez reconvened the meeting at 9:23 PM.

In response to a request from Mayor Hernandez, the applicant, TH East Ranch Dublin, LLC (Trumark Homes), offered the City an additional $500,000 to add to the in-lieu fee and use at its discretion, instead of the requested four additional moderate income BMR units.

By a majority, the City Council directed Staff to move forward with the Facilities and Services Community Facilities Districts at a maximum tax rate of 1.58% of the estimated home price.

7.2) Sister City Program Update: Focus Group Framework Review

The City Council received an update on the Sister City Program and the proposed program framework, a result of work completed by the Sister City Focus Group.

The City Council asked clarifying questions and provided feedback on the proposed program framework and recruitment process for the inaugural association board.

8) NEW BUSINESS

8.1) Kaiser Commercial General Plan Amendment Study Initiation Request

The City Council received a presentation regarding a request by O&I Development to initiate a General Plan Amendment Study to evaluate expanding the land use designation of the Kaiser Commercial site to include assisted living facilities.

Mayor Hernandez opened the public comment period.

Upon receiving no public comment, Mayor Hernandez closed the public comment period.

On a motion by Vice Mayor McCorriston, seconded by Councilmember Josey, and by unanimous vote, the City Council adopted Resolution No. 78-23 titled, “Denying the Initiation of a General Plan Amendment Study to Evaluate Expanding the Medical Campus/Commercial Land Use Designation to Include Assisted Living Facilities Within Kaiser Commercial (APNs: 985-0027-025-00, 985-0027-026-00, 985-0027-027-00, AND 985-0027-028-00).”

RESULT:	ADOPTED [UNANIMOUS]
MOVED BY:	Michael McCorriston, Vice Mayor
SECOND:	Jean Josey, Councilmember
AYES:	Hernandez, McCorriston, Josey, Hu, Qaadri

8.2) Preview of the People of the Parks (P.O.P.) Program

The City Council received a preview of a new program being developed by the Parks and Community Services Department. The People of the Parks (P.O.P.) is being launched to encourage residents, community organizations, and Dublin businesses to participate in park beautification and environmental stewardship. The P.O.P. program will launch in Summer 2023.

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).

By consensus, the City Council directed Staff to prepare a certificate to present to Inspiration Studio USA, performers at the Lantern Festival and Asian Heritage Festival.

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 11:18 PM.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 4.2

STAFF REPORT
CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Summary Vacation of an Emergency Vehicle Access Easement Located at 5751 Arnold Road
Prepared by: Gabrielle Abdon, Associate Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving a summary vacation of a portion of an Emergency Vehicle Access Easement (E.V.A.E.) located at 5751 Arnold Road, which conflicts with the planned improvements for the site and will be replaced with a new E.V.A.E. that aligns with the reconfigured parking lot.

STAFF RECOMMENDATION:

Adopt the **Resolution** Summarily Vacating an Emergency Vehicle Access Easement Located at 5751 Arnold Road (Streets and Highways Code Chapter 4).

FINANCIAL IMPACT:

There is no impact to the General Fund. All costs associated with the preparation of this report and the processing of the summary vacation are borne by the developer of the assisted living and memory care.

In accordance with Section 8336 of the Streets and Highways Code, no fee shall be charged for the recordation of the certified copy of the resolution of vacation.

DESCRIPTION:

On June 7, 2022, the City Council adopted Resolution No. 70-22, approving a Site Development Review Permit for the Dublin Senior Living Project at 5751 Arnold Road. The project proposes to construct a new two-story, 155,829-square-foot building with 114 assisted living units and 38 memory care units. The proposed building location conflicts with the existing Emergency Vehicle Access Easement (E.V.A.E.). As a project condition of approval, the owner will dedicate a new E.V.A.E. that aligns with the proposed parking lot configuration and provides a looped emergency vehicle access through the adjacent parcel.

Pursuant to Streets and Highways Code Section 8333, the City Council may summarily vacate a public service easement, which includes emergency vehicle access easements, if the easement has been superseded by relocation or determined to be excess by the easement holder, and there are no other public facilities located within the easement. The E.V.A.E. is proposed to be relocated and there are no other public facilities located within the E.V.A.E., therefore the City Council may summarily vacate the easement.

Further, pursuant to Streets and Highways Code Section 8335, the City Council may vacate a public service easement, which includes emergency vehicle access easement, by adopting a resolution of vacation stating the facts under which the summary vacation is made, and that from and after the date the resolution is recorded, the easement vacated no longer constitutes a public service easement.

Following adoption of the resolution, pursuant to Streets and Highways Code Section 8336, the City Clerk will record a certified copy of the resolution of vacation in the office of the County Recorder. Upon such recordation, the vacation is complete. The attached resolution also authorizes the City Manager to quitclaim any interest in the easement should the title company require a quitclaim deed to clear the easement from the title of the property.

General Plan Consistency

The Streets and Highways Code Section 8313 requires that, if the proposed vacation of a street or public service easement is within an area for which a general plan is adopted, the City Council must consider the General Plan prior to vacating the easement. It further requires that Government Code Section 65402, which states that the Planning Commission shall report as to the conformity with the City's General Plan, shall be followed if that section applies to the proposed vacation, however, this section is not applicable in this situation because the proposed vacation of the public service easement does not qualify as the disposition of real property.

ENVIRONMENTAL REVIEW:

This vacation is categorically exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301, Existing Facilities.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Summarily Vacating an Emergency Vehicle Access Easement Located at 5751 Arnold Road (Streets and Highways Code Chapter 4)
2) Exhibits A and B to the Resolution – Legal Description and Plat Map

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

SUMMARILY VACATING AN EMERGENCY VEHICLE ACCESS EASEMENT LOCATED AT 5751 ARNOLD ROAD (STREETS AND HIGHWAYS CODE CHAPTER 4)

WHEREAS, on June 7, 2022, the City Council of the City of Dublin adopted Resolution No. 70-22, approving a Site Development Review Permit, Planning Application No. PLPA-2021-00042, at 5751 Arnold Road (APN: 986-0014-013-00), to construct a new two-story, 155,829-square-foot building, with 114 assisted living units and 38 memory care units; and

WHEREAS, the proposed building location conflicts with an existing Emergency Vehicle Access Easement (E.V.A.E.); and

WHEREAS, the owner is required as a project condition of approval, to dedicate a new E.V.A.E. that aligns with the proposed parking lot configuration and provides a looped emergency vehicle access through the adjacent parcel; and

WHEREAS, Section 8333 of the California Streets and Highways Code authorizes the City Council to summarily vacate a public service easement that has been superseded by relocation or determined to be excess by the easement holder, and there are no other public facilities located within the easement; and

WHEREAS, the California Streets and Highways Code Section 8313 requires that, if the proposed vacation of a street or public service easement is within an area for which a general plan is adopted, the City Council must consider the General Plan prior to vacating the easement; and

WHEREAS, the California Streets and Highways Code Section 8313 further requires that Government Code Section 65402, which states that the Planning Commission shall report as to conformity with the General Plan, shall be followed if that section applies to the proposed; and

WHEREAS, the California Streets and Highways Code Section 8313 is not applicable in this situation because the proposed vacation of the public service easement does not qualify as the disposition of real property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dublin finds that:

1. With the proposed E.V.A.E. relocation, the existing easement is no longer required.

2. The vacation of the E.V.A.E. is in conformance with the City's General Plan pursuant to Streets and Highways Code Section 8313.

3. The proposed vacation of the E.V.A.E. is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to Title14 California Code of Regulations, CEQA Guidelines Section 15301, Existing Facilities.

4. From and after the date the resolution is recorded, the E.V.A.E. as described in **Exhibit A** and shown in **Exhibit B** is vacated and shall no longer constitute a public service easement.

BE IT FURTHER RESOLVED that based on the findings made and the above provisions of the Streets and Highways Code, the City Council hereby order the summary vacation of the E.V.A.E. located at 5751 Arnold Road, as shown on **Exhibits A and B**.

BE IT FURTHER RESOLVED that the City Manager or designee is hereby authorized to take any and all further actions to effectuate the vacation and quitclaim of the easement, including the execution of a Quitclaim Deed, if necessary.

BE IT FURTHER RESOLVED that the Clerk of this City Council is hereby directed to transmit a certified copy of this Resolution to be recorded in the office of the County Recorder of Alameda.

PASSED, APPROVED AND ADOPTED this 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

5395865.2

EXHIBIT "A"
LEGAL DESCRIPTION
FOR: PORTION OF EMERGENCY VEHICLE ACCESS EASEMENT VACATION

BEING A PORTION OF THAT CERTAIN EMERGENCY VEHICLE ACCESS EASEMENT SITUATED IN THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AS DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED ON APRIL 24, 2000 AS INSTRUMENT NO. 2000119951, OFFICIAL RECORDS OF ALAMEDA COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP 8021, FILED FOR RECORD ON JULY 21, 2005 IN BOOK 282 OF MAPS AT PAGES 69-73, LYING ON THE EASTERLY RIGHT OF WAY LINE OF ARNOLD ROAD (WIDTH VARIES);

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 01° 23' 35" EAST, 17.50 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF SAID EMERGENCY VEHICLE ACCESS EASEMENT;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, ALONG THE EXTERIOR BOUNDARY OF SAID EMERGENCY VEHICLE ACCESS EASEMENT THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

1) SOUTH 88° 36' 25" EAST, 101.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 12.00 FEET, THROUGH A CENTRAL ANGLE OF 95° 17' 22", AN ARC DISTANCE OF 19.96 FEET TO THE BEGINNING OF A COMPOUND CURVE,
3) ALONG SAID CURVE, HAVING A RADIUS OF 332.00 FEET, THROUGH A CENTRAL ANGLE OF 09° 46' 43", AN ARC DISTANCE OF 56.66 FEET TO THE BEGINNING OF A REVERSE CURVE,
4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 15° 04' 05", AN ARC DISTANCE OF 24.98 FEET,
5) NORTH 01° 23' 35" EAST, 33.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,
6) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 45° 00' 00", AN ARC DISTANCE OF 70.69 FEET,
7) NORTH 46° 23' 35" EAST, 124.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,
8) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 45° 00' 00", AN ARC DISTANCE OF 70.69 FEET,
9) SOUTH 88° 36' 25" EAST, 66.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,
10) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 24° 39' 32", AN ARC DISTANCE OF 40.89 FEET TO THE BEGINNING OF A REVERSE CURVE,
11) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 87.00 FEET, THROUGH A CENTRAL ANGLE OF 24° 39' 32", AN ARC DISTANCE OF 37.44 FEET,
12) SOUTH 88° 36' 25" EAST, 34.04 FEET, AND
13) SOUTH 01° 23' 35" WEST, 306.48 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 88° 36' 25" WEST, 25.00 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF SAID EMERGENCY VEHICLE ACCESS EASEMENT;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG THE EXTERIOR BOUNDARY OF SAID EMERGENCY VEHICLE ACCESS EASEMENT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) NORTH 01° 23' 35" EAST, 89.92 FEET,
2) NORTH 88° 36' 25" WEST, 19.80 FEET,
3) SOUTH 46° 23' 35" WEST, 97.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND
4) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 45° 00' 07", AN ARC DISTANCE OF 23.56 FEET TO A POINT ON SAID SOUTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 88° 36' 25" WEST, 25.00 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF SAID EMERGENCY VEHICLE ACCESS EASEMENT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG THE EXTERIOR BOUNDARY OF SAID EMERGENCY VEHICLE ACCESS EASEMENT THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

1) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, WHOSE CENTER BEARS SOUTH 88° 36' 29" EAST, THROUGH A CENTRAL ANGLE OF 45° 00' 04", AN ARC DISTANCE OF 43.20 FEET,
2) NORTH 46° 23' 35" EAST, 150.16 FEET,
3) NORTH 01° 23' 35" EAST, 136.41 FEET,
4) NORTH 88° 36' 25" WEST, 9.04 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,
5) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 112.00 FEET, THROUGH A CENTRAL ANGLE OF 24° 39' 32", AN ARC DISTANCE OF 48.20 FEET TO THE BEGINNING OF A REVERSE CURVE,
6) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 24° 39' 32", AN ARC DISTANCE OF 30.13 FEET,
7) NORTH 88° 36' 25" WEST, 66.53 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
8) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 45° 00' 00", AN ARC DISTANCE OF 51.05 FEET,
9) SOUTH 46° 23' 35" WEST, 124.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
10) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 45° 00' 00", AN ARC DISTANCE OF 51.05 FEET,
11) SOUTH 01° 23' 35" WEST, 33.97 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
12) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 15° 04' 05", AN ARC DISTANCE OF 18.41 FEET TO THE BEGINNING OF A REVERSE CURVE, AND
13) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 357.00 FEET, THROUGH A CENTRAL ANGLE OF 15° 04' 05", AN ARC DISTANCE OF 93.89 FEET TO A POINT ON SAID SOUTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 88° 36' 25" WEST, 139.69 FEET TO THE **POINT OF BEGINNING**.

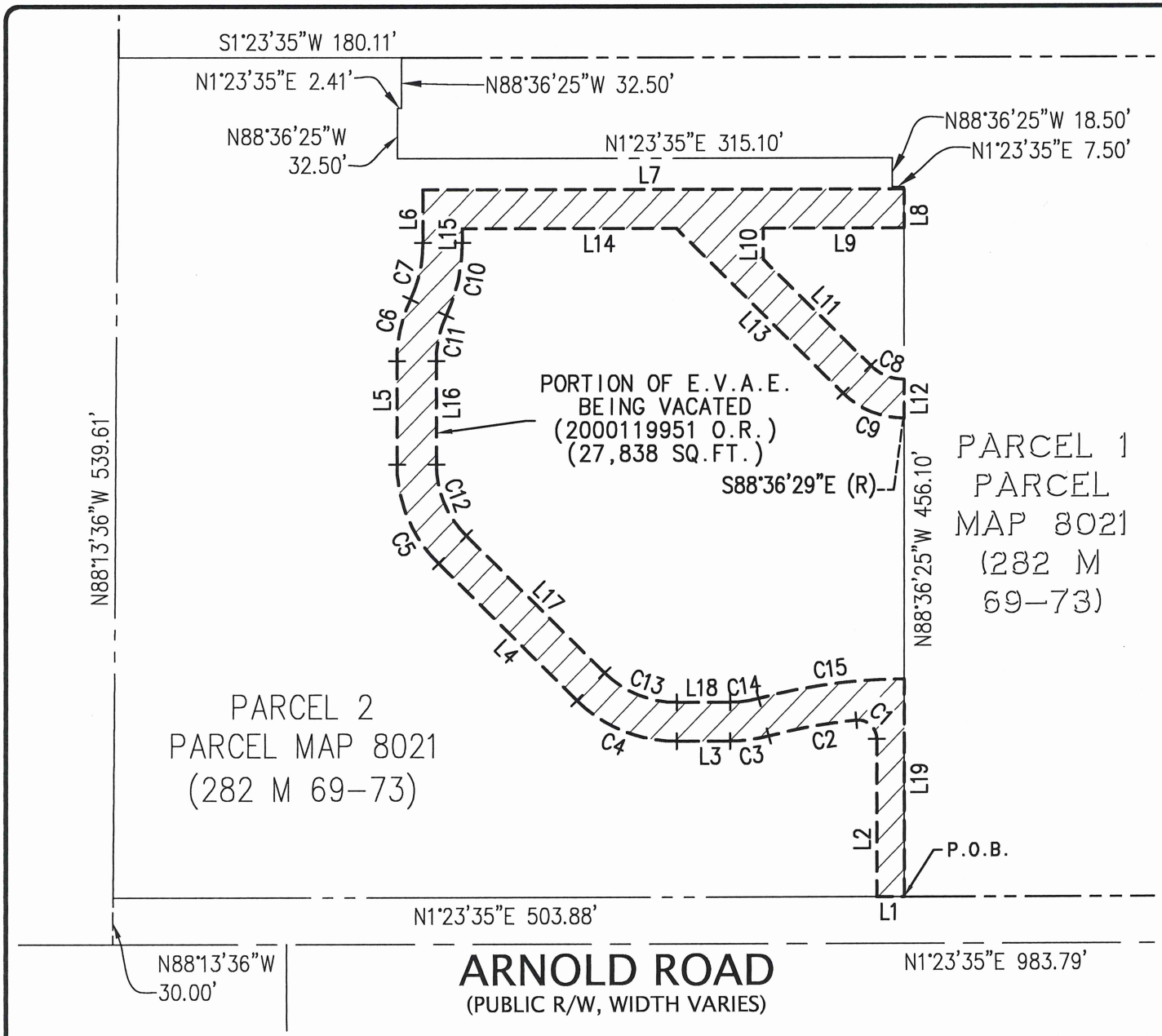
CONTAINING 27,838 SQUARE FEET, OR 0.6391 ACRES MORE OR LESS.
AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

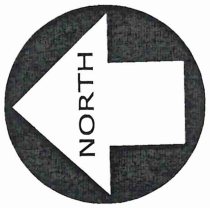
DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

KC J. KELLER, P.L.S. 9731

5/11/23
DATE

PROFESSIONAL LAND SURVEYOR
KC J. KELLER
LS9731
STATE OF CALIFORNIA





0 50 100 200

Scale 1" = 100'

LEGEND

M	MAPS
OR	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
(R)	RADIAL

EASEMENT TO BE VACATED

PROPERTY LINE

ADJOINER LINES

PROFESSIONAL LAND SURVEYOR
KC J. KELLER
5/11/23
LS9731
STATE OF CALIFORNIA

KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

EXHIBIT "B"
EMERGENCY VEHICLE ACCESS EASEMENT VACATION

DUBLIN ALAMEDA COUNTY CALIFORNIA

DATE	MAY 2023
SCALE	1" = 100'
BY	MA
JOB NO.	A20131-3
SHEET	1 OF 2

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N1°23'35"E	17.50'
L2	S88°36'25"E	101.33'
L3	N1°23'35"E	33.97'
L4	N46°23'35"E	124.59'
L5	S88°36'25"E	66.53'
L6	S88°36'25"E	34.04'
L7	S1°23'35"W	306.48'
L8	N88°36'25"W	25.00'
L9	N1°23'35"E	89.92'
L10	N88°36'25"W	19.80'

LINE TABLE

LINE #	DIRECTION	LENGTH
L11	S46°23'35"W	97.16'
L12	N88°36'25"W	25.00'
L13	N46°23'35"E	150.16'
L14	N1°23'35"E	136.41'
L15	N88°36'25"W	9.04'
L16	N88°36'25"W	66.53'
L17	S46°23'35"W	124.59'
L18	S1°23'35"W	33.97'
L19	N88°36'25"W	139.69'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	12.00'	95°17'22"	19.96'
C2	332.00'	9°46'43"	56.66'
C3	95.00'	15°04'05"	24.98'
C4	90.00'	45°00'00"	70.69'
C5	90.00'	45°00'00"	70.69'
C6	95.00'	24°39'32"	40.89'
C7	87.00'	24°39'32"	37.44'
C8	30.00'	45°00'07"	23.56'
C9	55.00'	45°00'04"	43.20'
C10	112.00'	24°39'32"	48.20'
C11	70.00'	24°39'32"	30.13'
C12	65.00'	45°00'00"	51.05'
C13	65.00'	45°00'00"	51.05'
C14	70.00'	15°04'05"	18.41'
C15	357.00'	15°04'05"	93.89'

KIER+WRIGHT
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Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

EXHIBIT "B"
EMERGENCY VEHICLE ACCESS EASEMENT VACATION

DUBLIN ALAMEDA COUNTY CALIFORNIA

DATE	MAY 2023
SCALE	N/A
BY	MA
JOB NO.	A20131-3
SHEET	2 OF 2

Agenda Item 4.3

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Authorizing City Manager to Purchase of Software Licenses and Related Computer Equipment with CDW Government, LLC in Excess of $45,000
Prepared by: Steve Windsor, CISO

EXECUTIVE SUMMARY:

The City Council will consider authorizing the purchase of software licenses and related computer equipment from CDW Government, LLC. in excess of $45,000 through April 30, 2026, with the potential for two one-year extensions.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing the City Manager to Purchase Software Licenses and Related Computer Equipment from CDW Government, LLC in Excess of $45,000.

FINANCIAL IMPACT:

The funding to purchase computer-related services and supplies is included in the Information Technology Internal Service Fund (ISF) Budget approved by the City Council as part of the annual budget process.

DESCRIPTION:

Over the last several years, the City has engaged CDW Government, LLC for the purchase of software licenses and related computer equipment. The City annually renews software licensing for Microsoft Office 365, Adobe, Zoom, Sophos Anti-Virus, and other daily operational software through CDW Government, LLC. The City also purchases CISCO, Meraki, Dell, and other network infrastructure and related computer hardware from CDW Government, LLC. These products, as well as CDW Government, LLC's short supply chain lead times and customer service have been well regarded by Staff.

In preparation for the next round of software renewals and equipment updates, Staff is requesting the City Council's approval to continue to use CDW Government, LLC for software licenses and

related equipment, in excess of $45,000.

Section 2.36.100.A.9 of the City's Purchasing Policy provides an exemption to a competitive bidding process when another public agency has administered a competitive bidding process and has a current valid agreement for the same or substantially similar consultant or professional services, general services, supplies or equipment.

CDW Government, LLC offers software and hardware products to local government agencies based on an agreement with Omnia Partners, Public Sector (the parent company of National IPA (National Intergovernmental Purchasing Alliance). The Omnia Partners, Public Sector agreement was competitively bid and is a Master Contract that can be utilized by local government agencies.

The original Omnia Partners, Public Sector Contract #23-6692-02 is included as Attachment 2. The current agreement term ends on April 30, 2026, and provides for two additional one-year periods through April 30, 2028. Approval of the Resolution (Attachment 1) will authorize the City Manager or designee to approve purchases from CDW Government, LLC in excess of $45,000 until the agreement expiration.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Authorizing the City Manager to Purchase Software Licenses and Related Computer Equipment from CDW Government LLC, in Excess of $45,000
2) Exhibit A to the Resolution - Omnia Partners, Public Sector Master Agreement

RESOLUTION NO. xx - 23

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

AUTHORIZING THE CITY MANAGER TO PURCHASE SOFTWARE LICENSES AND RELATED COMPUTER EQUIPMENT FROM CDW GOVERNMENT, LLC IN EXCESS OF $45,000

WHEREAS, the City annually renews software licenses and routinely replaces computers and related networking equipment that have reached the end of their useful lives; and

WHEREAS, Staff desires to purchase software licenses and related computer equipment from CDW Government, LLC (CDW-G) for an amount that will likely exceed $45,000 in each fiscal year, thus requiring City Council approval; and

WHEREAS, Section 2.36.100(B)(9) of the Dublin Municipal Code allows for exceptions to the typical public bidding process when the City is able to procure items from a competitive bid process administered by another public agency; and

WHEREAS, CDW-G has a valid pricing agreement publicly bid by Omnia Partners, Public Sector attached hereto as **Exhibit A**, that meets Municipal Code provision for a publicly bid agreement; and

WHEREAS, the pricing agreement is currently valid through April 30, 2026 and allows for two one-year extensions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager to purchase software licenses and related computer equipment from CDW Government, LLC., with a cost greater than or equal to $45,000, under a purchasing agreement publicly bid by Omnia Partners, Public Sector, through the term of the contract.

BE IT FURTHER RESOLVED that the City Manager is authorized to continue to make purchases through CDW-G for two additional one-year periods so long as CDW-G's agreement with Omnia Partners, Public Sector is renewed for those periods.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 15th day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Cobb County

Contract # 23-6692-02

for

Technology Product Solutions and Related Services

with

CDW Government

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and CDW Government effective May 1, 2023:

I. Executed Master Agreement
II. Supplier's Response to the RFP, incorporated by reference

Reference Number	
Reference Depart.	**Purchasing Department**

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, IL 60061

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, IL 60061

Authorized Signature

VP Contracting OPS
Title

04/18/2023
Date

FEDERAL TAX ID NUMBER
36-4230110

Approved as to form

County Attorney's Office

April 25, 2023
Date

Table of Contents

Cover Letter [RFP 5.1] **5**

Executive Summary [RFP 5.2] **7**

Project Team 10

Company Background/Profile [RFP 5.3] **15**

CDW•G Offering 17

Virtualization 17

Physical Security 18

Communications 18

Cloud 20

Infrastructure 21

Data Management 28

Visual Communications 29

UCC (Unified Communications and Collaboration) 31

Broadcast Studio 34

Law Enforcement 37

Mobility 44

Asset Management 48

Data Protection 50

Energy and Water Conservation 51

Financial Services 52

Success Story: IT as a Service 53

Other Services and Solutions 53

Experience [RFP 5.4] **57**

Product Information/Service Capability [RFP 5.5] **59**

Two State-of-the-Art Configuration Centers 60

Configuration Services Overview 61

Configuration Services Project Management 62

Quality Assurance 62

Managed Services - Service Levels 63

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Cobb County Purchasing are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

Pricing [RFP 5.6] **66**

Financial Statements [RFP 5.7] **77**

National Contract [RFP 5.8] **79**

Supplier Response [RFP 3.0] **79**

Company [RFP 3.1] 79
Distribution, Logistics [RFP 3.2] 90
Marketing and Sales [RFP 3.3] 94

Appendix A: Sample SOW **112**

Appendix B: Required Forms **116**

Appendix C: Addendums **187**

Appendix D: Exceptions **191**

Table of Figures

Figure 1: CDW•G Business Diversity Program 8
Figure 2: CDW•G Cobb County/OMNIA Organization Chart 10
Figure 3: CDW•G Full Stack Depiction 20
Figure 4. Private Cloud & Public Cloud Process 23
Figure 5: Traditional Automation 24
Figure 6: Infrastructure as Code 24
Figure 7: Virtualized Resource Pipeline 25
Figure 8: Virtual Patform & Cloud 26
Figure 9. Our Current OMNIA Contracts 27
Figure 10: CDW•G Video Wall Design for Public Safety 30
Figure 11: CDW•G Public Safety Service Timeline 40
Figure 12: CDW•G Public Safety Offerings 41
Figure 13: CDW•G Spatial Engineering Sample 42
Figure 14: Elements of Successful Asset Management 48
Figure 15: ISO 1400 Certification 51
Figure 16: CDW•G's beGreen Initiative 52
Figure 17: Full Stack Lifecycle 59
Figure 18: CDW•G beGreen Initiative 82
Figure 19: Distribution of 2021 Net Sales 87

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Figure 20: Contract Launch Progression 94
Figure 21: Program Management Growth Methodology 95
Figure 22: State Tech Sample 97
Figure 23: CDW•G Custom Flyers 98
Figure 24: OMNIA Partners and CDW•G 104
Figure 25: CDW•G's Escalation Process 107

List of Tables

Table 1: Managed Collaboration Anywhere Services 32
Table 2: Video and AV Partners 36
Table 3: Service Levels 64
Table 4: CDW•G Office Locations 81
Table 5: Annual Revenue 81
Table 6: Minority Certifications 85
Table 7: CDW•G Top 10 Public Agency Customers 109

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Cover Letter [RFP 5.1]

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

See following page for our signed cover letter.

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10/13/2022, at 12 pm EST

One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
P: 847.371.5800
F: 847.465.6800
Toll-free: 800.808.4239
cdwg.com/PeopleWhoGetIT

Cobb County Purchasing
122 Waddell Street NE
Marietta, Georgia, 30060

RE: CDW Government LLC's Response to Cobb County Purchasing's Technology Product Solutions and Related Services

Dear Evaluation Committee,

CDW Government (CDW•G) understands the objective of this RFP is for Cobb County and OMNIA Partners to enter a contract with a provider that can provide an extensive catalog of Technology Product Solutions and Related Services.

CDW•G was founded in 1998 and CDW was founded in 1984. Proposed here is CDW•G's complete catalog of IT products and services partners. These offerings feature three key differentiators that showcase why we are the best choice for Cobb County and OMNIA Partners:

- **CDW•G has extensive experience with multiple OMNIA Partners members**. We have multiple ongoing OMNIA contracts including Total Cloud Solutions - Region 4 ESC and OMNIA Information Technology Solutions, Products, and Services - City of Mesa, Arizona. CDW•G is uniquely positioned to successfully meet the needs of Cobb County and OMNIA Partners.
- **We are a national organization with a local focus.** CDW•G's national network of account managers has nurtured long-standing local relationships with Cobb County and OMNIA Partners Participating Entities across the county. This locally-focused customer strategy lines up with OMNIA's dedication to creating sustainable infrastructure at a local level to assist agencies with solving their mission critical challenges most effectively.
- **IT solutions are dynamic, as is CDW•G**. Our skilled consulting resources successfully architect and implement quality IT solutions that fit the needs of our customers. Throughout this proposal, customer success stories are highlighted to demonstrate CDW•G's proven proficiency in tailor-made IT solutions.

Additionally, our expertise is evidenced by our relationship with Cobb County and OMNIA Partners, and through our partnerships with leading industry manufacturers.

Should you have any questions regarding our response, please contact Eric Moore, Proposal Specialist, State and Local Government, at (765) 749-9981 or via email at eric.moore@cdwg.com. Joshua Greene, Senior Manager, Contract Negotiation will be the primary point of contract during negotiation. He has authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of CDW•G. He can be reached at 317-569-4211 or at joshgree@cdw.com. CDW•G looks forward to continued collaboration with both Cobb County and OMNIA Partners on the Technology Product Solutions and Related Services contract.

Sincerely,
David C Hutchins

David Hutchins, VP Strategic Programs
CDW Government LLC

Executive Summary [RFP 5.2]

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Aligned with OMNIA Partners, Cobb County seeks to establish an IT sourcing vehicle to facilitate the full range of solutions required to meet the varied needs of eligible Public Sector entities. At CDW•G, we realize the quick-paced, ever-evolving nature of technology creates complexity for State, Local, and Education entities, as well as the contract structure required to support these solutions.

Our Public Sector and technology expertise, history of success with OMNIA partners, and commitment to our customers combine to create a dynamic and relevant offering. We are uniquely positioned to deliver a comprehensive contracting solution - one that simplifies buying and removes the complexity of developing and implementing IT solutions.

An Established Partnership: OMNIA Partners & CDW•G

For well over a decade, we've had the privilege of collaborating with OMNIA Partners to better aid our mutual public sector customers. Throughout this time, we've served over 8,000 customers across all 50 States within State, Local, and Education segments – demonstrating consistent increases in utilization and user expansion year after year. In fact, CDW•G is one of the largest technology solutions providers within the OMNIA Partners Contract Portfolio. With this established foundation, we can equip Cobb County to achieve accelerated awareness and adoption for any resulting agreement.

Public Sector Expertise with National Reach

We realize a true solutions provider must go beyond fulfilment. Impactful IT solutions require a vendor who understands their customers' needs and experiences. Leading with our Customer-Centric philosophy, we've structured our organization to align with the segments we serve.

Sales Organization. Our account management teams specialize by geographic region and customer vertical (K-12, Hi Ed, State & Local) – facilitating an increased understanding and awareness of local markets, trends, current events, and ultimately their customers. Additionally, we deploy an in-market, field sales force to further grow customer intimacy through local engagement. This coverage model enables immediate customer reach and awareness for any resulting agreements, fostering a seamless contract launch and adoption.

Solution Specialists. Technology no longer simply supports operations. Rather, it offers paths to innovation and efficiency. However, to leverage this potential, members require experienced advisors and subject matter experts. In essence, members need a vendor who can help them navigate their options and select the solution that can bring their mission to life. With our customers' missions in mind, we've strategically invested to integrate these vertical-specific solutions specialists into our organization.

Education*.* CDW•G is now among the largest education technology solutions providers as a trusted IT partner to more than 15,000 K-12 schools, as well as approximately 3,000 colleges and universities. We employ Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment, as well as a team of K–12 Education Strategists comprising former educators, principals, teachers of the year, chief technology officers and instructional technologists.

Public Safety. Over 16 years ago, CDW•G created a practice dedicated to solutions, services, and capabilities for public safety and first responder agencies and constituents, with far-

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reaching implications for personnel and the public alike. CDW•G's Public Safety Practice knowledge is anchored in hundreds of engagements across the US and has helped create unsurpassed technology know-how across the board, encompassing problem-solving skills, relationships with the industry's strongest partners and experience in best-practice solutions.

Driving Local Impact: Commitment to the Community

For more than 30 years, our company and its coworkers have contributed millions of dollars and thousands of volunteer hours to improve the communities where we live and work. We recognize the critical role that corporations can play in all aspects of the local community they serve. While many corporations and companies claim community involvement to be an objective (usually one to gain recognition), social responsibility is embedded into our culture and integral to our day-to-day activities.

Diversity, Equity, & Inclusion. At CDW•G, we embed diversity and inclusion into the fiber of everything that we do. We ensure that all stakeholders have the resources required to perform at their highest level. To us, our efforts toward equity extend well beyond our employees and our organization; it is a social must.

> ***Business Diversity Partners.*** CDW•G, not being a diverse prime, has the privilege, opportunity, and responsibility to partner with diverse business partners and bring them with us to every opportunity. Through our robust partner network, we can seamlessly integrate partners with the necessary capabilities into our business model with OMNIA Partners. This offers Partners access to all of the resources that we can offer while striving toward an equitable and inclusive society.

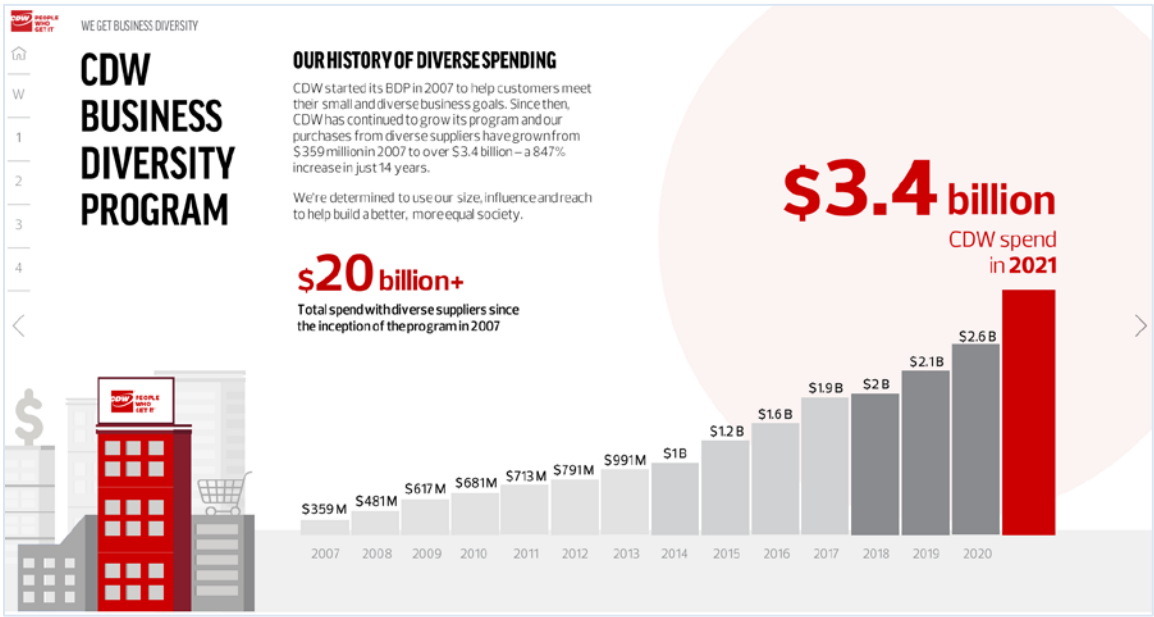

Figure 1: CDW•G Business Diversity Program

Sustainability. CDW•G has respect for the environment and there are many ways in which we act upon this value. These include seeking and receiving ISO 9001, 14001 and 28000 certifications for our distribution centers, which assures that operational aspects adhere to stringent quality standards and using the highest proportion of recycled materials allowed in our shipping containers. In our offices, we recycle paper and bottles, compost food waste and collect rainwater. Finally, our company and customers participate in the ReLeaf Program, which

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tracks paper usage and then enables tree planting. As a shared value, Cobb County and OMNIA Partners members can be confident in our commitment to sustainability.

Conclusion

We are excited at the prospect of our proposal to provide Cobb County and OMNIA Partners a comprehensive procurement solution. Through CDW•G's relentless focus, we can shepherd members through their IT journey while providing an unparalleled and authentic commitment to achieving their IT objectives now and into the future.

Summary of Contents of Proposal

Within this proposal, we have included all the required forms and responded to all questions. We have provided an Executive Summary here giving a high level overview of why CDW•G is well positioned for this response. Additionally, we have provided examples of our robust catalog in the following 13 categories:

- Virtualization
- Physical Security
- Communication
- Cloud
- Infrastructure
- Data Management
- Visual Communications
- UCC (Unified Communications and Collaboration)
- Broadcast Studio
- Law Enforcement
- Mobility
- Asset Management
- Data Protection
- Energy and Water Conservation
- Financial Services
- Success Story: IT as a Service
- Other Services and Solutions

We have thoroughly outlined our experience as well as our service capability on a national contract such as this. Included within our pricing section are the various catalog pricing and vast amount of services our company can offer Cobb County and OMNIA Partners. We have shown our financial capability and strength through our Financial Liquidity Ratios as well as explanation of our financially stability. We have provided a thorough response to the National Contract Attachment A section, including our Supplier Response to Company, Distribution and Logistics, and Marketing and Sales Section. We have included a Sample SoW that would be custome built for any service engagements under this contract as well as all Affirmative Action Evidence and signed Addendums. We respectively have included our Proposed Exceptions to this contract we wish to negotiate with Cobb County and OMNIA Partners.

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Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

Below is an organization chart for Cobb County's dedicated team.

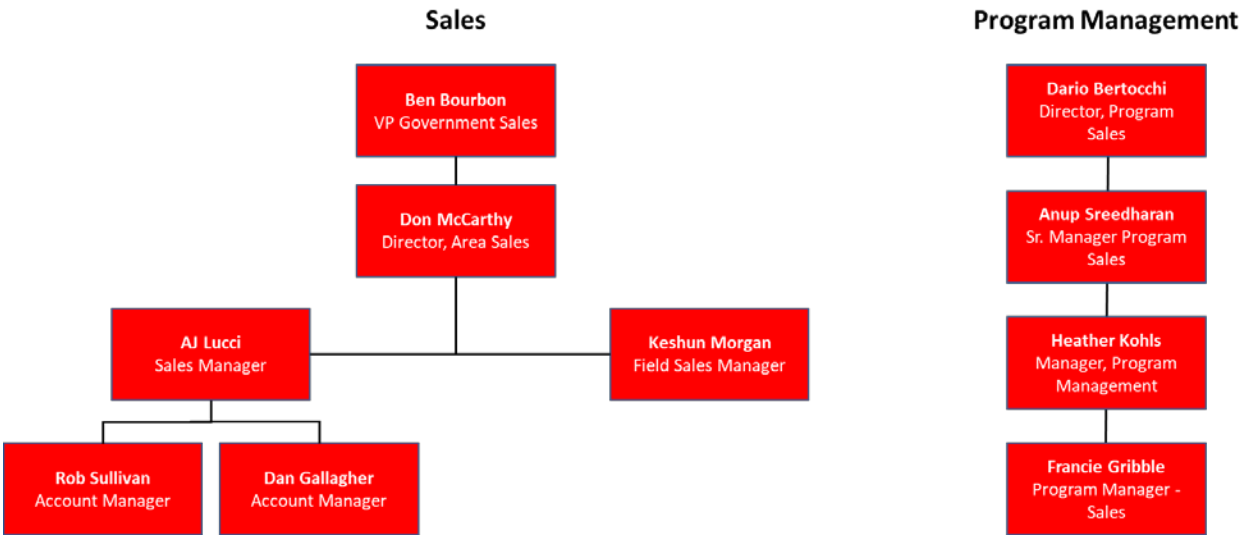

Figure 2: CDW•G Cobb County/OMNIA Organization Chart

Sales

Ben Bourbon

Ben Bourbon is vice president of Federal sales for CDW Government (CDW-G), a wholly owned subsidiary of CDW and a leading provider of technology solutions to government, education and healthcare. Bourbon is responsible for the short- and long-term performance goals, strategic direction, business initiatives and talent development of the team serving Federal customers.

For the past 20 years, Bourbon has played an increasingly prominent and valuable role at CDW. He joined the company as an account manager in 1998 and quickly moved through the ranks. Since 2002, Bourbon has held several sales and field management positions within CDW-G and was promoted to director of Department of Defense sales in 2005, to vice president in 2012 and to his current position in 2017.

Bourbon earned a bachelor's degree in marketing from North Park University in Chicago and a master's degree in business administration from the University of Wisconsin-Madison.

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Don McCarthy

Don McCarthy is a business professional with extensive sales and marketing leadership experience in the B2B technology industry. Proven success in balancing operational efficiencies and business growth He has more than 20 years' progressive and stable experience with world-class, organization. Take pride in the ability to effectively combine corporate objectives and values with personal and professional goals and work ethics. Build and foster strategic business relationships with internal and external clients, maintaining customer satisfaction at all levels. Effective builder and manager of high performing teams.

Specialties include sales pipeline management, sales planning, territory management, lead generation, customer acquisition, sales enablement, marketing strategy & planning, project management, partner management, P&L management, campaign management and data analysis, increasing ROI, email analysis.

AJ Lucci

AJ Lucci is the State & Local Regional Manager for CDW Government for customers the Florida, Georgia, Tennessee & Alabama. Lucci is responsible for the region's Partner relationships, strategic direction, team development and overall performance. For more that 20 years Lucci has contributed in various roles in the Federal and State & Local as an Account Manager, Advanced Technology Account Executive, and his current Management role.

Lucci earned a Master of Business Administration (MBA) from Marquette University and a Bachelor of Science degree in Accounting, Business Administration from Carthage College.

Rob Sullivan

Robert Sullivan is the State and Local Executive Account Manager for CDW Government in the State of Georgia. For the last 12 years, Sullivan has been supporting State, County and City Agency's in Georgia. Sullivan is your dedicated account manager who is a single point of contact for all IT. During this time, he has effectively met the needs of his customers. From unified communications and data center optimization, to notebooks, software, services and more. Prior to coming CDW, Sullivan worked for the Village of New Lenox for 6 year as a Supervisor. Sullivan can relate to government budget and procurement policies from his time as government employee

Sullivan attended the University of Illinois Urbana-Champaign.

Dan Gallagher

Dan Gallagher is the Advanced Technology Account Executive for CDW Government covering state and local customers in the State of Georgia. Gallagher has worked with Georgia Government in various roles at CDW-G for over 18 years. In the ATAE role, Gallagher is responsible for bringing CDW-G's cybersecurity, cloud transformation, datacenter, and professional services practices to the government agencies throughout the state of Georgia. Gallagher works closely with technical, administrative, and contracting agencies in the State to facilitate strategic, transformational discussions in the interest of helping IT departments stay up to date on trends in the industry.

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Gallagher earned a Bachelor of Scient in Marketing from Northern Illinois University.

Keshun Morgan

Keshun Morgan is the State & Local Field Sales Manager for CDW Government for customers across the Southeast from Texas to Florida. With CDW•G for nearly 20 years, Morgan has held a variety of roles for DoD Network Solutions Architect, to his current role. Morgan has a unique aptitude for understanding the immediate needs of a customer and determining which solution set would be suit their current needs and long term goals. Morgan works closely with the rest of the account team, and Advanced Technology Account Executives to provide our customers a wealth of knowledge regarding the breadth of CDW•G's service portfolio. Morgan is based in Atlanta, GA.

Morgan earned a degree in Health Planning and Administration from the University of Illinois at Urbana-Champaign.

Program Management

Anup Sreedharan

Anup Sreedharan is an experienced leader with US Public & Commercial Sector-Federal, State & Local, K-12, Hi-Ed, E-rate & Commercial segments. He is skilled in Program & Contract management, Strategy, Regulatory Compliance, Negotiations, Proposals, Capture & Pricing.

Sreedharan is a Certified Contract Management Expert (CCME), CF APMP, Six Sigma Green Belt, Change Management certified, Professional in Human Resources (PHR) and is responsible for management, innovation and success of 37 coworkers, managing 1000+ contracts across Public Sector with billions ($) annual revenue under management. He is responsible for contract management & growth, M&A, dispute resolution, audits, relationship management, monitor regulatory impacts, performance management, pricing, commercial strategy, onboard new offerings into contract work stream, competency development, and all things contracts.

Sreedharan earned a Master of Business Administration (MBA) from the University of New Mexico and a Bachelor of Engineering, BE Computer Engineering from the University of Mumbai.

Heather Kohls

Heather Kohls is a senior executive with expertise in Public Sector Contracting, Civilian Agency Programs, Process Improvement and Sales Operations. She has proven success with program management including cradle to grave oversight on contracts, team program managers, and customer success support personnel. She currently manages the State and Local Program Management Team for CDW Government consisting of a staff of over a dozen CoWorkers.

Kohls earned her degrees in Business Marketing and Communications from North Central College, is a Certified CSM via the Scrum Alliance, and holds her AWS Cloud Practitioner Certification.

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Francie Gribble

Francie Gribble is a Program Manager for CDW Government's State and Local Government contracts. Francie has over 20 years of government and commercial contract management experience. Francie's extensive formal training began at the Yongsan Army Installation in Seoul, South Korea for the 411th Contracting Support Brigade and continued under the Army's Internship Program at Fort Eustis, Virginia where she completed the program as a Contract Specialist with the equivalent of over 80 credit hours in Department of Defense acquisition management and leadership courses. She managed cradle-to-grave contract processes for IT hardware and software, construction, services, and supply acquisitions. Francie served as Contract Administrator for Oak Ridge Associated Universities in Oak Ridge, Tennessee, and later as Contracts Manager for RELYANT Global, LLC, where she negotiated and managed all contracts and subcontracts within the continental US.

Gribble earned a Master of Business Administration (MBA) degree from Murray State University. She also has a Master's Certificate in Contract Management from George Washington University. She is a Certified Professional Contract Manager.

Segmentation of Teams

CDW•G customer teams are built from the ground up with clearly defined roles, responsibilities and escalation paths – all sharing a common goal of exceptional customer service and satisfaction. Dedicated account teams serve their customers with exemplary service and customer satisfaction across State agencies, local governments and municipalities; public and private school districts / K-12; and institutions of higher education. We have account teams across SLED entities in the US. This segmentation allows a singular focus for each team and delivers a customized measure of support specific to each customer. Our teams are responsible for quotes, orders, pre- and post-sales consultation, and issue resolution over the life of the contract.

Each segment is further broken down by region and supported by local offices across the country. This regional, state, and local focus gives dedicated CDW•G Account Managers the opportunity to:

- Form meaningful long-term relationships with customers;
- Intimately understand their requirements, budgets and user community; and,
- Proactively provide an exceptional customer experience.

State and Local Government CDW•G's state and local government business unit is 233 coworkers strong serving the 50 states from the largest state agencies to the smallest rural community. Each state has a dedicated team assigned to ensure that each agency feels heard with personalized customer service. For example, the State of Georgia team is comprised of **7 inside Account Managers, 1 Advanced Technology Account Executive, and 2 Sales Managers.**

K-12 (Public and Private School Districts) CDW•G is one of the largest K-12 technology solutions providers and is a trusted IT partner to more than 15,000 K-12 schools. Our education strategists and learning environment advisors are former educators, principals, professors, chief technology officers and instructional technologists focused on addressing the unique needs and requirements and partnership with the world's leading IT innovators. Our K-12 team includes

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regional managers, field account executives, solution architects, education strategists and dedicated account managers.

Higher Education CDW•G has approximately 225 coworkers across the U.S. dedicated to the higher education industry that understand the needs, challenges, and market best practices. We have 50+ student interns across college and university campuses that we train and develop for post-graduate career paths to thrive in the workplace. Our team has business relationships with approximately 3,000 colleges and universities, which allow us to understand challenges and map those to success. This combined experience allows us to provide colleges and universities across Georgia with custom higher education solutions along with managed services and full lifecycle support.

One clear advantage of the CDW•G approach is the opportunity for each account manager to be an expert within their sector, enabling them respond to the very specific needs of their customers which is especially impactful in these uncertain times.

- State and local account managers follow developing legislation and understand local procurement requirements and their ultimate impact on the ability to deliver robust solutions.
- Account managers in education understand the unique impact of the Family Educational Rights and Privacy Act (FERPA) and other privacy laws on technology solutions and services.
- Our healthcare account managers understand and incorporate the guidance of the Health Insurance Portability and Accountability Act (HIPAA) working with customers to define and implement robust IT solutions.

With **roughly 1,500 CDW•G coworkers,** supported by more than 7,500 coworkers throughout CDW, our segment and regional focus help ensure that our account teams are best prepared to support the local landscape in a way unmatched by other vendors.

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Company Background/Profile [RFP 5.3]

Provide information on company background to include the following:

a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.

Legal Name: CDW Government LLC
Address: 230 N. Milwaukee Ave, Vernon Hills IL 60061
Phone: 847-371-5800
Fax: 847-465-6800
Email: eric.moore@cdwg.com
Federal ID#: 36-4230110
Website Address: www.CDWG.com/PeopleWhoGetIT

b. Date business was established under current name.

1998 CDW•G | 1984 CDW LLC.

c. Size of company including the total number of employees.

CDW had nearly $21B in annual net sales with a Fortune rank of 166. With 14,600 coworkers across the organization, we have offices throughout the United States, Canada, and the UK ensuring our reach is global. We can serve customers in nearly ever corner of the globe. We have 28 U.S Sales offices.

d. Type of ownership or legal structure of business

Limited Liability Company; CDW•G is a wholly owned subsidiary of CDW LLC, which is a wholly owned subsidiary of CDW Corporation, a S Corp.

e. Has the company ever failed to complete work for which a contract was issued?

If yes, explain the circumstances.

CDW•G has not failed to complete work for which a contract was issued.

f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

To the best of our knowledge, there are no civil or criminal actions pending against CDW•G or any key personnel listed in this offer. There are no known unresolved disputes or allegations.

g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

CDW•G has not been disqualified from working for any public entity.

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h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

There may be instances where additional agreements would need to be signed by a Participating Public Agency.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW in Appendix A.

OMNIA and its members/participating entities acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Cobb County, OMNIA, and its members/participating entities rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, Cobb County and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Cobb County, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering.

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CDW•G Offering

CDW•G understands that Cobb County and Omnia Partners are interested in a number of services as detailed in the following sections CDW•G has extensive experience with designing and implementing the services outlined in your requirements. We understand that these services are critical to Cobb County in order to address your Technology Product Solutions and Related Services requirements.

In the following sections, you will find examples of what CDW•G can offer to Cobb County. As we maintain both a broad and deep portfolio of solutions and services, these examples show only a sample of what we can provide. We would be pleased to discuss with Cobb County the full range of services available for categories listed below.

Virtualization

Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.

Virtualization and CDW•G

Virtualization solutions can deliver tremendous cost savings to Cobb County and OMNIA Partners. By virtualizing their server workload, your customers can significantly reduce capital expenditures for hardware, minimize their hardware footprint and save on energy expenses. Plus, virtualization will lower the time and money they put into the ongoing maintenance of their server infrastructure.

Some customers may be concerned about system performance in a virtualized environment. However, a CDW-designed solution takes into account processing, memory, storage and networking to ensure your clients' virtualized systems work as well as — or even better than — physical ones.

Benefits of virtualization include:

- Reduced capital and operating costs
- Centralized management
- Quickened disaster recovery
- Minimized downtime
- Increased hardware utilization and efficiency

CDW's dedicated virtualization team performs over 600 assessments a year. Our team is highly trained in Cisco, EMC, Microsoft and VMware solutions and can help customers design a solution that meets their specific objectives. We work with customers to assess their unique needs and then help them plan, design, implement and even manage a custom solution. We can also manage virtualization licensing to help your client remain compliant.

Our offerings include:

- Server virtualization software:
  - CDW works with the best server virtualization software vendors in the industry, and can vet options to meet your customer's specific goals.
- Storage virtualization software:
  - By extending virtualization to storage resources, your customer can transform their data center from deeply siloed operations to highly automated resources.

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- Network virtualization software:
  - This software allows your customer to manage their infrastructure.
- Assessments:
  - CDW can analyze your customer's unique environment and make recommendations for a virtualization solution that meets their specific goals.
- Professional and support services:
  - We help assess, implement and manage virtualization solutions to ensure your customers get the most return on their infrastructure investment.

Physical Security

Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.

We Get Video Surveillance and Physical Security

Physical security solutions protect people, property and premises. Today's modern video surveillance systems enable your organization to do more than deter or catch the bad guy. Video surveillance can now help you keep an eye on operational processes and generate data insights about your business.

Video surveillance is the foundation of modern physical security systems. Integrated with access control, environmental sensors and analytics, you can better defend against threats to people and property and respond more quickly to incidents that do occur.

Enhanced video surveillance (EVS) and other physical security systems can deliver valuable capabilities beyond just security. CDW can help you find the security solution that mitigates risk and aids business objectives.

CDW•G can provide the following:

Video Surveillance

Upgrade your video surveillance system to a modern solution enhanced with analytics that detect incidents in real-time and generate searchable metadata from recorded video.

Access Control

Modernize your building security with IP-enabled door controllers, readers and credentials – all integrated with your video surveillance for complete situational awareness.

Environmental Security

Deploy IP-based sensors that extend physical security monitoring to detect chemicals, atmospheric conditions, audio, vibrations, thermal signatures and more.

Amplified Services

Deploy new cameras and sensors, configure video management systems, and integrate it all with access control, data analytics, mass notification and other systems.

Communications

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Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.

In 1998, CDW•G realized the potential of unified communications through Voice over IP (VoIP) services and IP telephony solutions. We understood that the convergence of voice, video, and data on a single multi-service network meant reduced communications costs and higher productivity. Today we run our business offices and *Enterprise Command Center* (ECC) on Cisco's integrated Unified Communications architecture. We draw upon this first-hand, mission-critical operational experience when designing and installing our customers' converged network solutions. CDW•G has designed and installed over **one million VoIP and Cisco VoIP core network solutions** for our customers across our segments, many of which with at least 1,000 phones and end-users.

CDW•G has developed expertise in every aspect of Cisco's Collaboration business, including planning, network design, implementation, network management, and post-sales support. Our commitment to Collaboration solutions has enabled us to become the first Cisco partner worldwide to earn a Master Specialization in this field. CDW•G earned the Cisco Master Collaboration Partner Specialization in December 2008. We are also the first in Cisco's U.S. Central Area to obtain an Advanced Specialization in this technology as well. Cisco's Master Specializations are reserved for those partners with the highest levels of technical expertise and a proven track record of selling, deploying, and supporting Cisco solutions. We have completed over **5,000 Cisco Collaboration projects** to date involving **250,000+ phones**.

Supported by certified pre-sales specialists and services delivery teams, the Cobb County and OMNIA Partner's dedicated CDW•G account team will guide Cobb County and OMNIA Partners through the complex process of evaluating, selecting, and deploying a Unified Communications (UC) solution. Our Master Collaboration Partner Specialization uniquely qualifies us to deliver Cisco Collaboration assessment, planning, design, implementation, and managed services in each of the following UC solution areas:

- Telephony & VoIP
- Conferencing & Collaboration
- Messaging & Presence
- Contact Center

CDW•G has deep expertise in providing high-quality Cisco Unified Contact Center (UCC) solutions. We are a Cisco Advanced Technology Partner for UCC Enterprise and **one of the few Cisco Partners that can sell and service the entire Cisco Contact Center portfolio**. Products span the spectrum from pure IP solutions such as the Unified Contact Center Express to IP and TDM integrations with the Intelligent Contact Manager (ICM), which provide the advantages of a virtual agent pool while leveraging existing investments. Most importantly, our Contact Center analysts know the business of contact centers as well as the technology.

Cobb County and OMNIA Partners can benefit from our team of highly trained engineers who specialize in implementing Cisco Contact Center solutions. About half focus on Unified Contact Center Enterprise (UCCE), and the remainder focus on Unified Contact Center Express (UCCX). Our team has a great deal of experience implementing screen pops, developing self-service applications, implementing outbound dialing campaigns, implementing Quality

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Management and Workforce Management solutions, and developing custom reports. **CDW•G has implemented over 500 Cisco contact centers with over 10,000 agents.**

Cloud

Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).

As the move to cloud computing continues to accelerate, so does the need for cloud expertise. Identifying the best options, maximizing potential cost savings, migrating workloads, modernizing applications, and managing it all securely and effectively can challenge every organization and even the most seasoned IT professionals. At CDW, we offer the expertise and experience you need to design, orchestrate and manage a hybrid environment that's ideally suited to your unique needs — one that's productive, agile and secure, with governance in place to provide oversight to ensure you don't overspend.

The CDW•G Approach

Optimizing and expanding your cloud portfolio, including taking advantage of the benefits of multicloud, requires a partner with technology acumen and access. At CDW, we have the scale, experience, and integration with a variety of cloud partners to offer solutions and services that work best, both in the cloud and on-premises. And, as a full-stack partner, we listen, advise, design, implement and manage holistic, hybrid solutions that propel your organization forward. Our full-stack engineering services team focuses on digital transformation — from code and applications to cloud, data and security — to help you accelerate innovation.

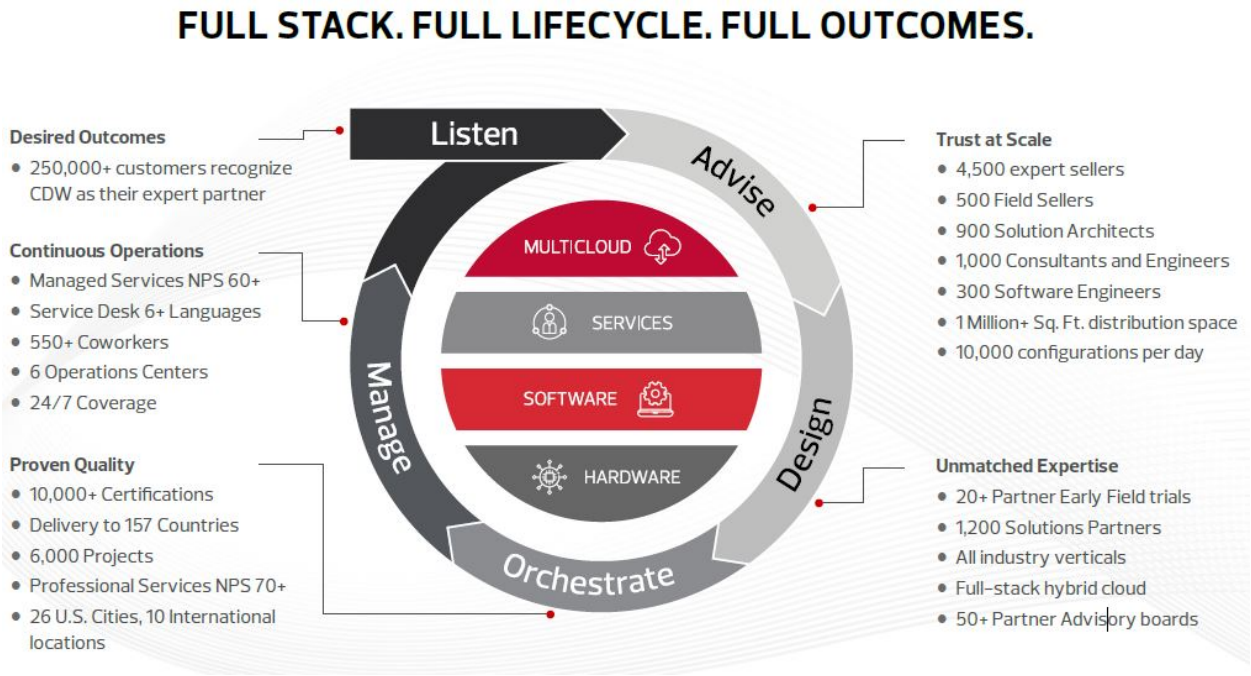

Figure 3: CDW•G Full Stack Depiction

Whether you're looking to build a secure hybrid environment, migrate more workloads to the cloud or optimize your costs, we can help you achieve your cloud computing goals. CDW works with more than 250,000 organizations of all sizes in all verticals, providing comprehensive advice, customized planning and scalable solutions.

Our large U.S. operational footprint has offices located in every region and two strategically located state-of-the-art distribution centers, providing the fastest possible deliveries to our 250,000+ customers. No matter where you are, you can count on our experienced cloud specialists to deliver personalized support every step of the way.

With 30 years of experience working with more than 250,000 customers, CDW provides you with an advanced level of IT partnership. We carefully listen to your needs and then help you achieve your desired outcomes. We also take a thoughtful approach to assisting you wherever you may be in your technology journey.

Infrastructure

Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.

Amplify the agility, scalability and performance of infrastructure

Today's users require access to more and more data at faster and faster speeds. Applications must scale rapidly. To meet current business needs — and prepare for changes well before they happen — a strategic approach to planning and execution is a must-have. To answer current demands of complexity, speed and scale — to stay prepared for future developments — on-premises products, solutions and services are essential to delivering the full-on cloud experience. Organizations are turning to hybrid multicloud infrastructures to leverage the power of on-premises workloads, cloud-native builds and the vast possibilities of cloud vendor offerings.

It's an approach that comes with its own set of challenges, however. The adoption of rapidly evolving technologies requires companies to think long term even as they address their short-term needs. Solutions can prove costly, confusing and complex. Yet a partner's ability to apply comprehensive, long-view knowledge and experience can actually amplify the impact of the customer's investment. This is where CDW Amplified™ Infrastructure Services become indispensable.

How We Approach Amplified Infrastructure Services At CDW•G

Whether your customer's environment is on-premises, a hybrid configuration or in the process of migrating to the cloud, CDW Amplified Infrastructure Services employ our smart, flexible portfolio to build a fully automated and managed infrastructure across the entire network.

Tapping the experience of more than 300 certified engineers, we apply comprehensive knowledge and a long-term view of the organization's needs and goals to design, orchestrate and manage the customer's infrastructure — a strategy-based ecosystem that scales, future proofs and amplifies the effectiveness of the data center architecture.

Success Story: Fostering an Innovative Transition from On-Prem to the Cloud

This customer was looking for a company that would be able to come in and migrate their locally hosted servers to the cloud. Our team worked with them to create a plan that was cost-effective but focused on moving their company forward in its IT goals. Working with CDW•G, the customer ended up moving forward with Microsoft Azure to migrate their servers to the cloud. Utilizing our Microsoft team, we were able to outline for the customer what the process would like and ultimately build out the reservations for the customer. The

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customer had a grant fund check that needed to be invoiced before a specific date or lose the money altogether, which turned out to be another challenge.

The customer wanted to work with a knowledgeable partner and find a solution that would not break the bank.

Engagement

We were able to work with the customer and our Microsoft partners to migrate the servers to the cloud as well as work internally with our accounting department to make sure there were no issues in getting the grant check invoiced.

Solution

We were able to provide the customer with a Microsoft Azure Cloud Solution.

Outcome

They were able to migrate their data center to the cloud, mitigating the challenges of managing locally hosted servers, while utilizing in-house services to facilitate the migration.

CDW•G believes that application modernization transforms decision and IT strategy choices for the present enterprise. Strategies often are customized by application requirements of maturity readiness of development. By evaluating legacy applications, new development platforms, and infrastructure, we choose the best application modernization strategy to support new functionality and business value.

CDW•G offers the following application modernization strategies:

- Replatforming
- Rehosting
- Recoding
- Rearchitecting
- Reengineering
- Interoperability
- Replacement
- Retirement

Depending on critical mission applications, our modernization engagement may start with a re-hosting strategy as a first phase and progress to the second phase of rearchitecting and re-engineering process. Most of our evaluations revolve around monolithic design, applications often hosted on-premises and following the waterfall model of Software Delivery Life Cycle (SDLC). Our expertise is in re-architecting customers' legacy applications into microservices and deployment to public clouds and private clouds. Microservices architecture follows DevOps methodology and automated Continuous Integration/Continuous Delivery pipeline releases approach.

CDW•G's new application development focus is on the cloud model. It includes microservices as well as cloud-native and event-driven architectures. We understand the following explanation regarding developing and deploying new applications is quite technical. However, we believe it's important to include within our proposal to show Cobb County and OMNIA Partners our deep cloud expertise and knowledge. This knowledge will be passed along to OMNIA Partners to ensure the cloud solutions deployed are efficient, and more importantly, work for their organization's business goals.

Most of our first redesigns focus on migrating legacy monolithic applications to microservices. After evaluating customer legacy applications, the new cloud application development model for rearchitecting monolithic applications is recommended. Cloud-native architecture and event-

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driven serverless architecture are recommended for reengineering legacy applications and new application cloud development.

The core pattern at play is as follows:

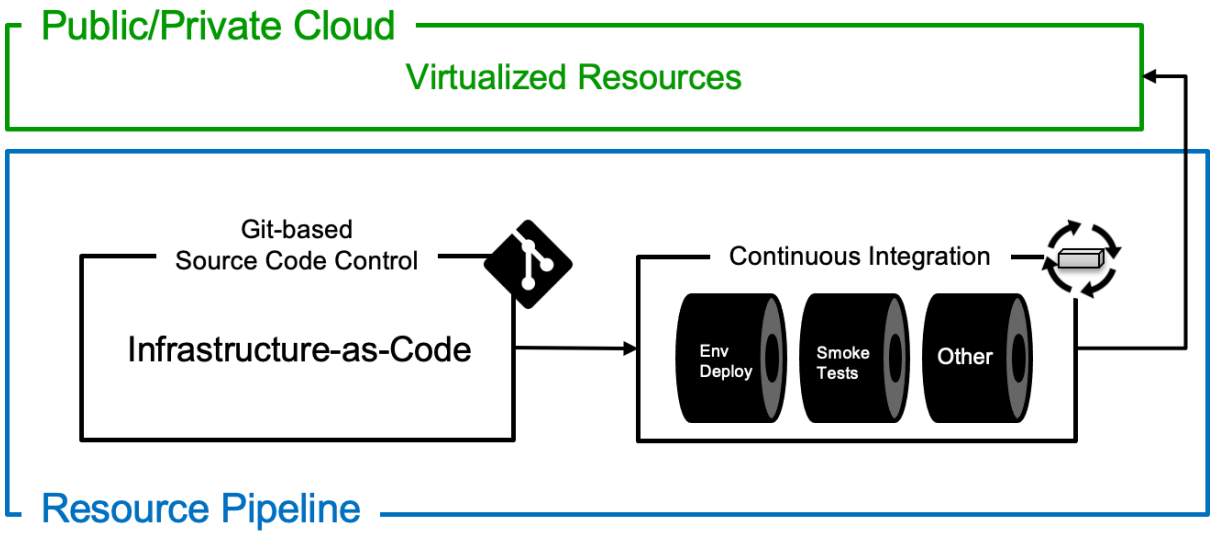

Figure 4. Private Cloud & Public Cloud Process

Modern IT operations organizations limit access to public and private consoles to eliminate the variability and human error that come with them. Instead, CDW•G advocates using tools like Hashicorp's Terraform or Red Hat's Ansible and code version control system (VCS) for continuous integration and continuous deployment (CI/CD) for Infrastructure-as-Code (IaC) and microservices. Namely, IaC and microservices image releases do not get run on individual local laptops but instead get checked into a Git-based source code repository such as GitHub, GitLab, or Bit Bucket. An automated (CI/CD) pipeline manages the IaC, and microservices code and microservices image build changes.

The combination of tools enables an IT organization to provide an accounting of IaC/ microservices changes in the source code control system by environment PROD and no-PRD. Code executions in the continuous integration environment, and the whole system works the same way regardless of the cloud target. The only difference between launching a new environment and application is cloud provided; AWS vs Azure vs GCP. The pipeline architecture is the same in either case. This approach allows for the Blue/ Green deployment of modernized applications with underlining infrastructure.

Traditional Automation

Traditional automation techniques required an individual to acquire two sets of expertise in addition to being an expert on a particular virtualization platform. An individual has to learn a programming language like Python, PowerShell, or Bash. They then have to learn the API for each platform they are already functional experts.

While this still allows for integrating products with AWS, Azure, and GCP, only when combining these three expertise categories could this approach to automation begin to show a return on investment.

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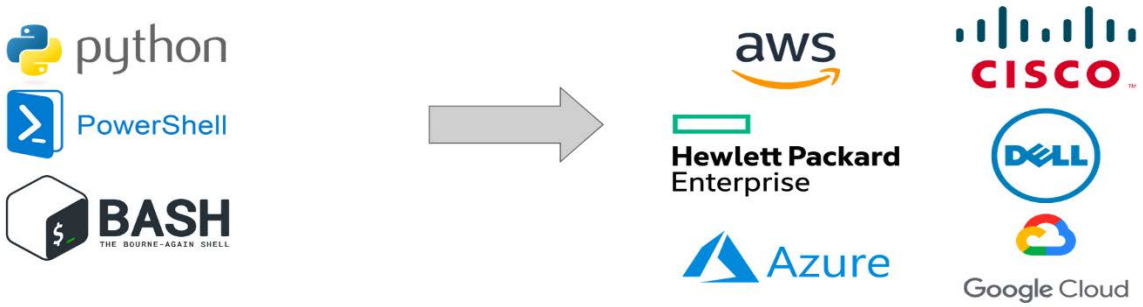

Figure 5: Traditional Automation

Innovation through Methods like Infrastructure as Code

Infrastructure as code (IaC) is the process of managing and provisioning computer data centers through machine-readable definition files, rather than physical hardware configuration or interactive configuration tools. IaC takes a different approach that significantly lowers the learning curve of cloud adoption and IaC is different in two key ways.

1. Instead of asking an individual to provide a prescriptive list of steps to create some virtualized resource, IaC uses a declarative model that simply asks an individual to describe what the end state should be. The specific of how that end state is achieved is a black box to the individual describing the end state. This black box is made possible by a community of experts that build abstractions called providers (Terraform) or modules (Ansible) that translate the details of a raw virtualization platform API.
2. Where IaC becomes more exciting is when a declaration is parametrized to create an organization-specific abstraction that can be reused over and over again. For example, network configurations are hardcoded and firewall rules are absent for the virtual machine that will get launched but imagine parametrizing both of those details and inviting a security team to participate in the creation of the reusable abstraction so that different policies are baked into the IaC.

With IaC, engineers can utilize something declarative like Ansible or Terraform which relies on a communication library of providers/modules for providing the API expertise.

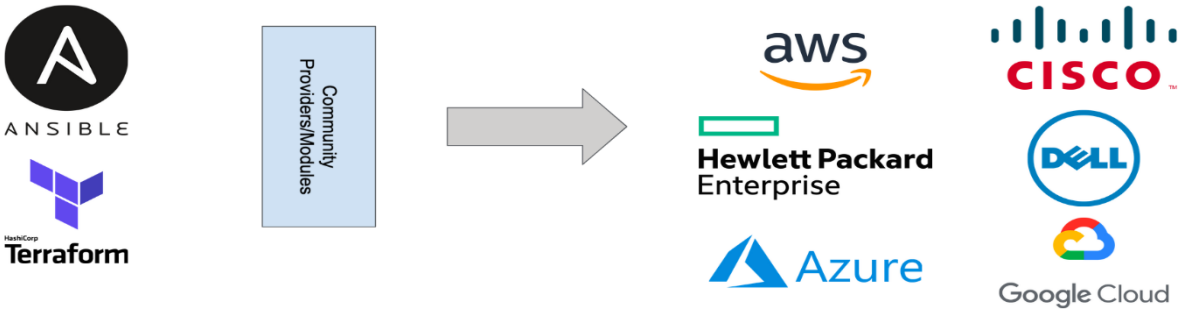

Figure 6: Infrastructure as Code

This is where the use of the source code control can enhance the base benefits of IaC. Experts on the virtualization platforms and security teams can jointly create these parametrized abstractions and check them into source code control. Non-experts can then check in files that set the parameters and reuse the organization-specific abstractions. Triggers can be set that when parametrized files get checked into source code control, it causes their execution in the continuous integration environment and subsequent creation of the virtualized resources in a cloud of choice.

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Organizations might choose to put checkpoints at the source code control step, not allowing individuals to check-in parameter files without a manual review by an expert. Or organizations might choose to put checkpoints at the continuous integration step, not allowing the newly checked-in parameter file to be executed without a manual review. That level of automation or manual inspection is up to the comfort level of a particular organization and might even be different for different individuals within that organization. The target of the resource, whether public or private cloud, almost doesn't matter. All that changes in this approach between clouds are the IaC that gets written. What is consistent across deployments regardless of their targets is the accounting that happens at multiple steps and the reuse of expertise, including security, in the organization-specific abstractions.

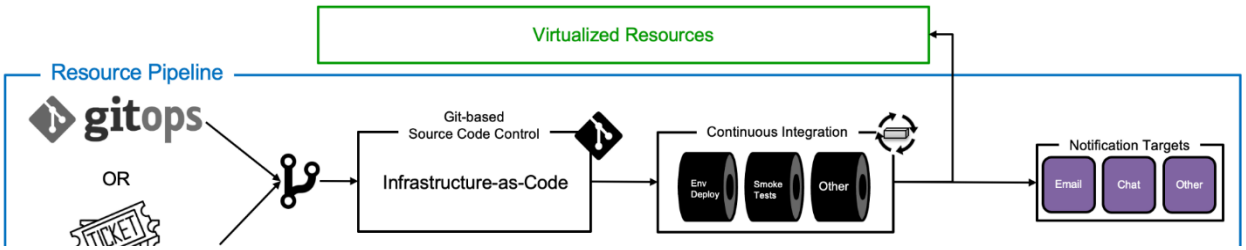

Figure 7: Virtualized Resource Pipeline

Some users may want to establish an environment built through the virtualization of resources without having to dig through the complexity of learning dense coding. In this scenario, we can establish a path to learning the details of source code control so that they can check in their parameter files.

Cobb County and OMNIA Partners should have the ability to choose how to consume their information where and when is best for them – and that they should be able to present it to whomever in their organization needs it in that same capacity. CDW•G's methodology includes an assessment, understanding, conceptualizing, and implementation approach that will help Cobb County and OMNIA Partners feel comfortable moving into the Cloud.

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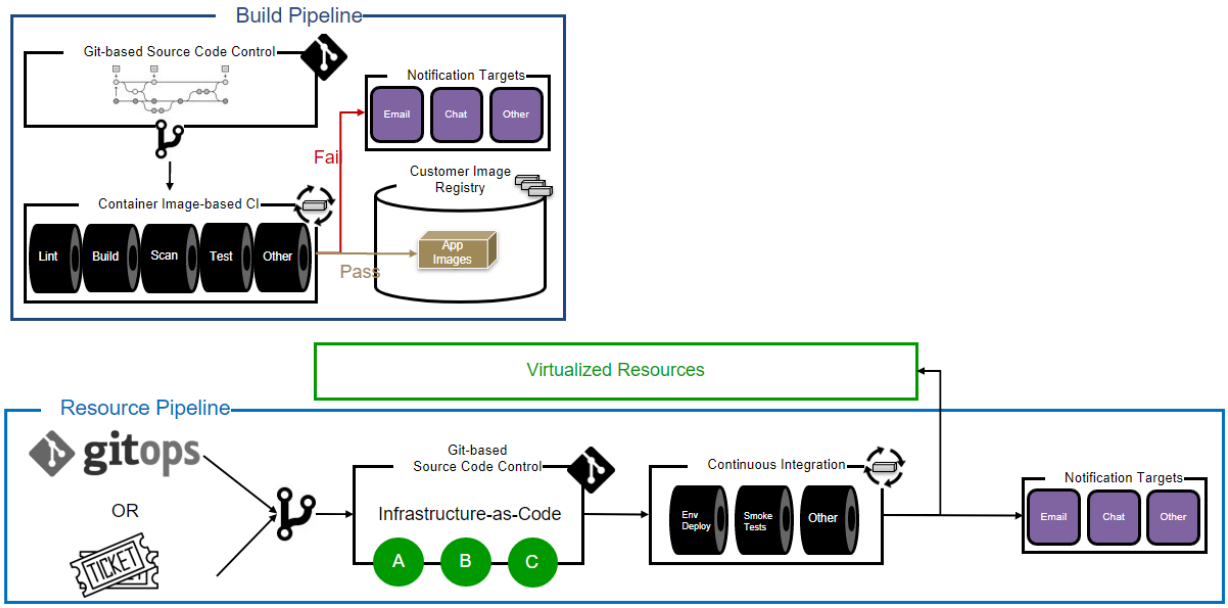

Figure 8: Virtual Patform & Cloud

While we understand Cloud is another person's data center, we also understand moving data anywhere that's not on-premises, may feel uncomfortable. Therefore, in addition to assessments and key conversations with technical leaders, we believe that a cultural conversation needs to be conducted inside an organization to help adopt the new solution.

When CDW•G works with a customer on a Cloud solution proposal, we have an initial conversation (generally started with a coworker from our sales team) and include our Solution Architects. We discuss what matters to that particular organization and conduct an assessment to determine the next best steps. This assessment includes determining which solutions can be migrated to the Cloud and which ones are better when left on-premises. Assessments include conversations, and assessing the physical environment, with the goal output being a clear and concise executive summary.

Following the assessment, our conversation with the customer continues to gain an understanding of their short-term and long-term goals. We create one, three, and five-year plans, taking into consideration many factors including the customer's culture.

Finally, we create a template for customers and build out Statements of Work (SoW) with a Bill of Materials (BoM). Service Level Agreements (SLAs) and best practices are discussed and mutually agreed upon. We understand customers may need additional support, so possible training for staff is discussed and determined.

CDW•G has a full-service capability when it comes to supporting organizations looking for private and public Cloud. From assessment, implementation, containerization, automation, and throughout the lifecycle of application modernization, we will support Cobb County and OMNIA Partners every step of the way.

Local Focus and National Presence

Our customers are the center of all we do at CDW•G and the fuel behind our initiatives, solutions, and services. Part of our dedication to our customers is a sales and service force best suited to the needs of our State and Local Education customers. With a local presence and national reach throughout the US, our team is ready to continue serving Cobb County and

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OMNIA Partners. As you may be aware, we have coworkers in offices and remote locations in or near every major city in the US.

OMNIA Experience

Our success on OMNIA contracts noted below will be material to our performance on the proposed contract. We can utilize our proven marketing skills and trusted account manager and other expert coworker networks to continue the contract's growth.

Supplier	Contract Title	Contract Renewed Until	Potential Final Expiration	Lead Agency
CDW•G PEOPLE WHO GET IT	Total Cloud Solutions	09/30/2022	09/30/2022	Region 4 ESC - TX
CDW•G PEOPLE WHO GET IT	Information Technology Solutions & Services	02/28/2023	02/28/2025	City of Mesa, AZ

Figure 9. Our Current OMNIA Contracts

Research and Development

CDW•G has over 20 years of experience in delivering IT services for our public sector and education customers. During that time, we have made a substantial investment in training our service personnel, maintaining our OEM certifications, and developing new services. Our Services Offerings are supported by over 130 coworkers in our Research and Development division. This division works closely with customers, OEM partners, and our sales team to maintain the relevance of our current offerings while developing the next generation of services the market expects from a leading provider. As technology is constantly changing, CDW•G is refreshing and adding new services.

Excellence in Delivering Cloud Solutions

When it comes to Cloud, four factors set CDW•G apart from the competition.

1. CDW•G is customer-focused and vendor-neutral.
    - When it comes to solving our customer's problems, our sales and technology solutioning team is concerned about providing a Cloud solution that is comprehensive, coherent, and cohesive.
    - These solutions solve our customers' current issues while taking into account future initiatives and goals for growth.
2. CDW•G is a one-stop-shop.
    - We offer a coordinated, thorough process that covers everything from designing to orchestrating to managing. Communication is at the heart of our process.
    - One specific way we ensure thorough communication with our customers is in our design and implementation of services. One Technical Solution Architect is responsible for all SOWs on a project. This maintains project-wide integrity and ensures that one active participant maintains high-quality historical customer knowledge.
3. CDW•G structures sales teams to ensure that each one has segment-specific knowledge.
    - If the member is a local school district, their sales team specializes in school districts.

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- If the member is a state or local government, their sales team specializes in this area.
- Our sales teams are deeply connected to their customers, with the average Account Manager having a decade of experience in their role.

4. CDW•G is a leader in the industry growing organically and through strategic acquisitions. In the last several years, we have acquired a number of companies that focus on Cloud solutions and professional and managed services.
    - We are constantly evaluating which emerging technologies our organization needs to best serve the ever-evolving needs of our customers

Additionally, while many vendors provide "managed services," very few offer the full lifecycle of services from assessment to design and implementation. Our managed services offerings are staffed and supported by our own badge offered engineers using tools and intellectual property developed in our innovation labs.

Data Management

Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.

Data Center Management and CDW•G

We know the data center better than just about anyone CDW brings a team of experts to every data center project. Our solution architects and data center specialists evaluate each customer's specific environment to create a custom solution to meet their goals. Our data center engineers apply decades of technical expertise to building the actual solution and offer ongoing support to keep it running at its best.

Our data center offerings include:

Hyperconverged infrastructure

Hyperconverged infrastructure combines servers, data storage, networking equipment and software into a single, unified computing system, allowing IT teams to manage their data center centrally.

Next-gen storage and backup

Data is growing at an unprecedented rate. A cohesive storage strategy helps your customers minimize costs, increase data security and maximize their data center solution. CDW's

hardware and software knowledge and nationwide expertise maximize customers' next-generation backup solutions by designing and implementing an integrated solution that makes business sense in every choice.

Virtualization

Virtualization improves data center performance, reduces costs and makes backups and redeployments easier.

Power and cooling

CDW's modular, scalable power and cooling solutions help keep data center energy costs low and prevent downtime caused by overheating and power outages.

Managed services

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Managing a new data center is a big project. CDW can make it much easier. CDW Managed Services and CDW Aggregation Services save customers more than 20 percent on average — compared with an internal IT-managed infrastructure — and improve the overall quality of support.

Professional services

Handling a data center can be a tough and time consuming task for an IT department. CDW can shoulder the burden of data center implementation, migration, integration, staff training and continued management so IT teams can contribute to more business-critical initiatives.

Configuration services

CDW's certified configuration centers can provide a custom preconfigured data center solution that minimizes customer downtime and disruption.

Visual Communications

Visual communications that integrate audio, video, voice and presentation capabilities.

We Get Professional A/V

From complex video wall solutions supporting mission critical operations centers, to training rooms and live broadcast systems, CDW•G's design services, leading partner portfolio, project management and integration services are committed to providing top quality Professional Audio-Visual (Pro A/V) services to State and Local Government customers.

From Blueprint to Design, CDW•G will deliver your Pro A/V solutions into a new state of readiness. CDW•G designs promote a collaborative and collegial atmosphere as well as better decision-making. Pro/AV is more than just a matrix of inputs and outputs. Discerning users require a new level of collaboration and integration. CDW•G delivers Pro A/V solutions supporting:

- Video Walls
- Digital Display and Projection Room
- Controls
- IPTV and Video Streaming
- Production and Media Management
- Broadcast Solutions
- Digital Signage
- Video Distribution Systems

Below is an example of a video wall designed for one of our emergency response clients.

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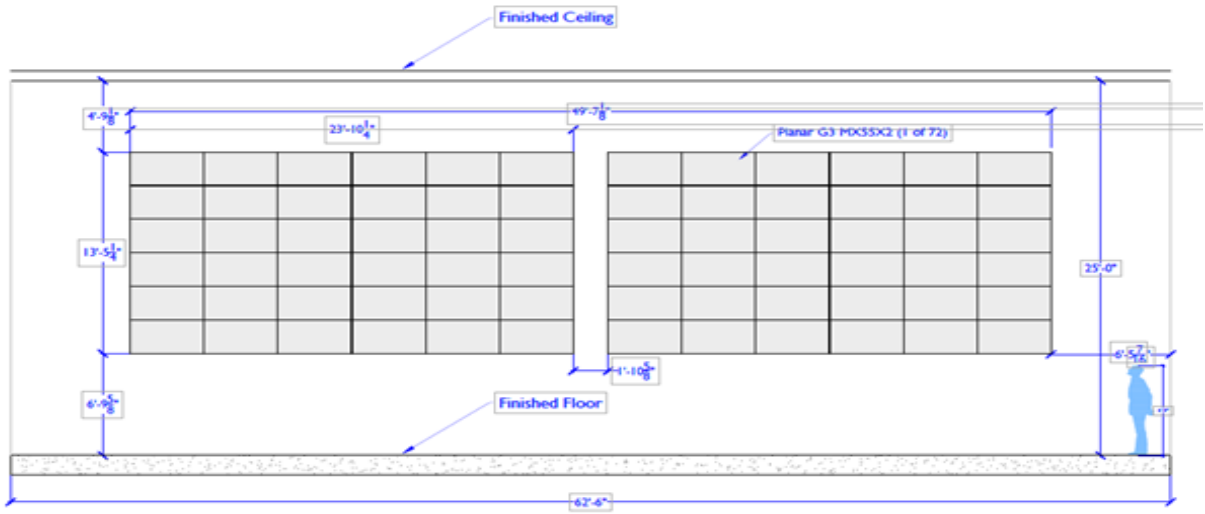

Figure 10: CDW•G Video Wall Design for Public Safety

Top partners include:

Support for Video & AV Projects

CDW•G in conjunction with Exertis Broadcast can fulfill all your audio, video, voice and presentation capabilities. We offer, Pre-Sales Engineering, Installation Services, Programming Services and Fulfillment and Logistics Services.

Our process to fulfil your requirements involve the following steps

- Needs analysis
- Engineering
- BOM
- preSOW /Services Quote
- Installation
- Programming
- Commissioning
- Training

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Success Story: Walmart Custom Video Distribution Solution

CDW reached out to Exertis Broadcast's Team CDW looking for video distribution solution for Walmart's TV display walls.

Engagement

After reviewing the needs with Walmart, we realized a product did not exist in production with all the features Walmart required. Exertis Broadcast then worked directly with our partner Gefen to build them a HDMI splitter to Walmart's exact specifications. The custom splitter was built, and a proto-type hand delivered to Walmart within 4 weeks to meet tight testing deadlines.

Walmart tested and moved forward with deploying in all 4000+ stores. The Walmart TV display wall have never looked better and can all be managed remotely.

The customer wanted to work with a knowledgeable partner and find a solution that would not break the bank.

Solution

We were able to provide the customer with a custom video distribution solution.

Outcome

Custom AV and Video products built to client specifications. The Exertis Broadcast team can work with our manufacture partners to design and build hardware specific to CDW customer needs.

For more information on CDW•G and Exertis capabilities, please see the following sections under UCC (Unified Communications and Collaboration) and Broadcast Studio

UCC (Unified Communications and Collaboration)

UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.

CDW•G offers on-premises, cloud-based and hybrid business communication solutions to help you create a flexible, scalable environment. No matter the environment – emergency operations centers, command rooms, fusion centers, training rooms, and/or classrooms, our vast video teleconferencing solutions help Cobb County and OMNIA Partners meet their business-critical needs. We have provided more detailed information regarding emergency operations centers and command rooms in our response to the Law Enforcement section. The needs for these types of rooms are so unique we have a dedicated Public Safety team built to address these types of engagements.

Video Communication

We can help you equip, set up and manage immersive telepresence rooms as well as formal and informal videoconferencing hubs, including cloud video bridges — all from leading partners.

CDW partners with Cisco to help you radically improve the way you keep your business moving to the cloud and help keep innovation within your grasp. With our deep expertise in Cisco solutions and a team of experienced collaboration experts, we help you understand your opportunities to move to the cloud environment while maintaining the needed CUCM on-premises requirements and providing extended support.

For organizations that are ready to move to the cloud, Dedicated Instance is an add-on service within Webex Calling that provides a bridge allowing for a cloud experience that also supports requirements such as CUCM on-premises support. CDW will provide you with support to implement this service, ensuring you are set up to meet both cloud and on-premises requirements. CDW is the partner to help from day one implementation to extended support.

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Managed Collaboration Anywhere Powered by Cisco Webex Calling with Dedicated Instance can help you achieve:

- Operational Efficiencies
- Agility
- Increased Performance

Orchestrating the Right Solution

Moving calling to the cloud can be challenging for UCM customers. The cost and burden of replacing older endpoints, rebuilding complex dial plans and integrations can be greater than any savings that can be realized by moving to the cloud. Managed Collaboration Anywhere Powered by Cisco Webex Calling with Dedicated Instance provides UCM customers a non-disruptive, low-impact migration path to the cloud. With Webex Calling you have the flexibility to distribute users across multi-tenant and dedicated instance call control, and to adjust them over time as needed to address their cloud calling business requirements.

CDW helps you integrate your organization to the cloud, allowing both cloud and CUCM functionality to work together as one platform. CDW isn't just here for implementation; we partner with you to ensure a consistent experience you can expect by providing updates and changes with our extended support. CDW is here to help 24x7x365 through our customer portal, phone or email.

Services Overview

The following services are included in Managed Collaboration Anywhere Powered by Cisco Webex Calling with Dedicated Instance Professional and Managed Services:

Table 1: Managed Collaboration Anywhere Services

Service Offered	Premium	Essential	Basic
Common Device	50%	50%	0%
CDW Services Portal	Included	Included	Included
Managed Services Customer Success Manager	Included	Included	Included
Incident/Problem Management	Included	Included	Included
PSTN Provider Incident Management	Included	Included	Included
Upgrade Management	Included	Included	Included
Firmware Management	Included	Included	T&M
Dial Plan Configuration Management	Included	Included	T&M
MACD Service	Unlimited	200 hrs/yr	T&M
Service Hours	100 hrs/yr	50 hrs/yr	25 hrs/yr

CDW•G has 20 years of managed services experience, 225 managed services analysts and engineers, and 1,000 global engineers.

Traditionally, IT organizations have been good at installing a new piece of technology but commonly fail at realizing the user adoption goals and potential of new tools. This can mean a huge financial investment goes down the drain. More importantly, the added user confusion and loss of productivity from a failed change is a huge risk. The problem hasn't consistently been one simple problem like business buy-in, technical issues, end-user training, or support staff being ready to troubleshoot problems. Instead, it has been because of a lack of targeted and coordinated planning, enablement, marketing, and communications. Our Adoption Services cover all of these aspects and bring them under a single plan and execution.

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End-user enablement is about ensuring the end-user is ready to use Cisco Webex Meetings and Collaboration Meeting Rooms (CMR). This effort includes:

- End-user training
- Training guides

As part of the Adoption Management Planning for end-user enablement, CDW•G will validate and plan the following training sessions all to be delivered via Webex with up to 20 participants per session:

- For Cisco Webex Meetings General End-User, conduct up to one (1) 90-minute training session(s) for Webex Meetings (including Collaboration Meeting Rooms (CMR)), Webex Meetings Desktop App, and iOS/Android Mobile App
- For Cisco Webex Meetings Power End-User, conduct up to one (1) 120-minute training session(s) for Webex Meetings (including Collaboration Meeting Rooms (CMR)), Webex Meetings Desktop App, and iOS/Android Mobile App
- For Cisco Webex Meetings General End-User with Video Device training, conduct up to one (1) 90-minute training session(s) for Webex Meetings (including Collaboration Meeting Rooms (CMR)), Webex Meetings Desktop App, and iOS/Android Mobile App and Cisco Video Device

For this project, CDW•G defines a **General Cisco Webex End-User** as an individual who requires training to support normal tasks for scheduling and hosting Webex meetings. The following topics are included:

- Attending meetings
- Meeting controls
- Scheduling meetings
- Hosting meetings
- Sharing content
- Joining from desktop
- Joining from mobile
- Joining from video rooms

For this contract, CDW•G defines a **Power Cisco Webex End-User** as an individual who requires an advanced level of Cisco Webex to support additional tasks such as scheduling for others in the company (i.e., Administrative Assistant leveraging alternate host) or will be a department point of contact for Webex questions. During the end-user training for Power Users, advanced topics will be covered such as:

- Alternate hosts
- Uploading/sharing files
- Meeting recording
- Whiteboarding
- Hosting from desktop
- Hosting from mobile
- Hosting from video rooms
- Permissions and panels
- Engagement tools (chats/polls)

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For this contract, CDW•G defines a **General Webex End-User with Video Device** as an individual who requires training to support normal tasks for scheduling and hosting of Webex Meetings as well as joining from video devices. The following topics are included:

- Attending meetings
- Meeting controls
- Scheduling meetings
- Hosting meetings
- Joining from desktop
- Joining from mobile
- Using Touch 10 controller
- On-screen controls/terms
- Managing single/dual self-views
- Single/dual views during calls
- Managing calls
- Contact profiles
- Layout adjustment
- Sharing content
- Attending scheduled meetings

Modernizing Today's Classrooms

At CDW•G, one of our dedicated verticals is the education sector, both K-12 and Higher Education. We understand the unique needs of the education sector, and have specialized resources dedicated to modernizing today's classrooms to provide educators and students alike access to top quality immersive and integrative technologies to bolster their learning. CDW Blueprint to Design® is an ideal tool to help districts, schools and teachers reimagine their classrooms and building space to ensure they're maximizing learning outcomes. The program was created in 2017 and helps educators navigate the addition of classroom IT products and technology and create collaborative learning environments. And since then, more than 900 K-12 schools and universities have participated in the program, including the Rochester City School District, where CDW helped design a truly modern classroom.

Our K12 Strategist, teamed with the depth of our CDW Solution Architects and Account Team, work together to helps educators figure out the best classroom design for their space, ensuring that each area has a purpose and takes advantage of the entire room. Since CDW•G is vendor neutral, and have a wide offering of different teleconferencing software, we recommend the best vendor for that given classroom, school, or district.

Broadcast Studio

Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).

CDW•G has broad capabilities across the broadcast space. While we have direct relationship with a number of top-of-the-line products in various AV categories, we have found the largest

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benefit to our customers when we utilize our trusted partner Exertis Broadcast. While this is not an exhaustive list of what CDW•G can provide in this space, we felt it was a good encapsulation of our abilities.

One of the benefits CDW•G brings to Cobb County and OMNIA Partners is our ability to orchestrate a complete solution from video to audio to networking to storage. We work with a wide array of storage providers from Nutanix to Pure, and our architects are specially equipped with an understanding of all product lines to be able to provide the best solution. We like to think of our solution architect as puzzle masters – finding all the different pieces from various manufacturers and putting them together into a masterpiece for our customers.

Further outlined below in the Law Enforcement section, CDW•G's design services, leading partner portfolio, project management and integration services are committed to providing top quality Professional Audio-Visual (Pro A/V) services to State and Local Government customers.

From Blueprint to Design, CDW•G will deliver your Pro A/V solutions into a new state of readiness. CDW•G designs promote a collaborative and collegial atmosphere as well as better decision-making. Pro A/V is more than just a matrix of inputs and outputs. Discerning users require a new level of collaboration and integration. CDW•G delivers Pro A/V solutions supporting:

- Video Walls
- Digital Display and Projection Room
- Controls
- IPTV and Video Streaming
- Production and Media Management
- Broadcast Solutions
- Digital Signage
- Video Distribution Systems

Top partners include:

Through leveraging Exertis, we ensure our customers are receiving the most up to date knowledge and emerging technologies in the broadcast studio space. Like any engagement where we work with partners, the customer, in this case Cobb County and OMNIA Partners, will continue to have their single point of contact with their CDW•G Account Manager. The Account

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Manager will bring together the customer and Exertis to full scope out the requirements of the project and ensuring alignment with the end goal.

Exertis Broadcast is CDW's Video and Pro AV expert. Exertis Broadcast is staffed by industry experts who provide CDW with complete sales support and AV video workflow solutions including system design, needs analysis, demos, proof-of-concept, and on-site client consultation.

Exertis Broadcast has a team of sales, engineering, marketing and support staff dedicated to CDW. They work with CDW Account Managers, Business Development, Partner and Product Management, Solution Architects and Consultants daily to specify AV and video projects for their end users. Exertis Broadcast meets with the CDW end user for project needs analysis, providing a complete design of their video workflow.

Pre-sales engineers will also provide product demonstrations, assist with setting up and supporting proofs of concept, and consult with you to establish AV and video technology standards across the organization.

The Exertis Broadcast team provides post-sales support and training once the project is commissioned. They provide a full turnkey solution for many of our solutions including installation, commissioning, maintenance and training services.

Exertis Broadcast provides technical support for CDW's Field Solution Architects and Inside Solution Architects for system review and design verification with their video and AV solutions. Exertis Broadcast can go onsite with or without CDW to support the project, provide needs analysis, presales support and consultation.

The Exertis Broadcast team works daily to grow CDW's video and AV practice with the addition of new partners. We have added several partners over the past year to augment CDW capabilities.

New partners added in the last 12 months include:

Table 2: Video and AV Partners

New Partners			
Allen & Heath	Atomos	Birddog	CADAudio
Castus	ClearCom	Clevertouch	Epiphan
Focusrite	Lume Cube	Mackie	Panopto
PrompterPeople	Vitect		

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Law Enforcement

Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.

Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, you need a special kind of knowledge to make IT perform — without having to be an expert.

CDW•G for Public Safety: Expertise That Works

Your mission is safeguarding the public. Ours is helping you do it. We are a specialized practice devoted to public safety issues, with more than 10 years and hundreds of engagements to our credit. Our team of dedicated account managers will guide you to the most impactful choices, address all the requirements, policies and strategies you face every day, and show you how the pieces fit together.

First responders save lives and protect property every day. Technology challenges involving mobility, data interoperability and information sharing may hinder those efforts. But where does an agency start? What are their options? How do agencies obtain tech that works for wherever, whenever? The answers to these questions are the purpose of the CDW•G Public Safety Team.

At CDW•G, we collaborate with fire, police, emergency medical services, emergency management and other agencies to help them understand their options. A little guidance goes a long way, and our knowledge and expertise in deploying technology will support decision-makers in choosing public safety solutions.

Modern-day emergency management and first response requires fast and always-available access to information. Without it, police officers, first responders, and emergency personnel are at a disadvantage against criminals and natural disasters alike. Innovative digital solutions provide new, engaging approaches to fulfilling missions and keeping communities safe. Things are constantly changing but one constant that has remained throughout the last two decades is that Major Events Drive Digital Trends. Highlights in recent American History prove the axiom. Examples include;

- The 9/11 Attacks — Recommendations were brought forth from the 9/11 Commission Report but the standout topic in technology was Radio Interoperability
- Hurricane Katrina — Demonstrated the need for more resilient data and radio communications capabilities as well as more robust disaster recovery plans
- The active shooter at Virginia Tech University — Ushered in a mad dash to acquire citizen alert and notification systems
- The Boston Marathon Bombing — Revealed gaps in the ability to perform analytics on video and image big data
- Officer involved shootings and in-custody deaths in Ferguson, Mo., New York, Baltimore and Charlotte — Drove federal involvement resulting in proliferation of body worn camera deployments

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- COVID 19-Pandemic and Civil Unrest — We are only beginning to comprehend the impact

Covering the Spectrum of Capabilities

Video

Cut travel time. Reduce resource allocations. Raise situational awareness and speed response. Do remotely what was once possible only in person.

- In-vehicle video, capture and management
- Body-worn cameras
- Interview room monitoring
- Fixed security
- Surveillance
- Analytics
- Collaboration and telepresence
- Case management
- Cloud solutions

Mobility

Accelerate collaboration and communication from anywhere.

- Mobile data laptops and tablets
- Data collection and scanners
- Mobile printing
- GPS and automatic vehicle location
- Mobile access routers
- Wi-Fi solutions
- Advanced authentication
- Virtual private network mobile software
- Cloud solutions

Data Center

Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure.

- Servers and storage area networks
- Hyperconverged infrastructure
- Backup and recovery
- Virtualization
- Cybersecurity
- Unified communications
- Enterprise wireless
- Alert and mass notification systems
- Power and cooling
- Cloud solutions

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Digital Workspaces: Creating a better user experience while streamlining device management and improving access to information

- Handheld and Mobile Data Terminals
- High Performance Workstations
- Mobile Gateways and Routers
- Virtual Desktop and Application Delivery

Mission Effectiveness: Digital Transformation yielding force multiplication, force protection, and delivering more rapid positive outcomes

- Cyber and Physical Security
- Collaboration, Data Center, and Cloud Strategies
- Communications Infrastructure, ESINet, Radio Backhaul
- Surveillance, Recognition, and Evidence Management

Command, Control & Intelligence

- Mission Critical Operations Centers
- Data Visualization & Analytics
- Situational Awareness Planforms
- Mobile & Deployable Solutions

Major Public Safety Events Drive Digital Trends. CDW•G's Next Generation Public Safety approach addresses not only those trends from the past but aids agencies in preparing for whatever is next. Next Generation Public Safety is best described as a process of efforts towards Digital Transformation in Government and is a continual, phase-based effort from Assess & Envision through Planning & Design culminating in Implementation & Optimization. The achievable goals of Digital Transformation include:

- Decreased maintenance and improved operational efficiencies may relieve technology staff of mundane systems management tasks allowing for greater resource effort applied to evaluation, innovation and adoption activities.
- Long-term cost savings can be applied to new investments in deep learning and artificial intelligence. Elevating the safety and security posture and improving compliance adherence offers unquantifiable rewards and helps in eliminating distractions.

The overarching goal of Next Generation Public Safety Transformation is the development of a State-of-Readiness that provides the flexibility to adapt to future innovation. Rapidly absorbing those technologies today that are considered novel is a lofty goal. In the transformational era of tomorrow this capability becomes a general requirement. Nothing should be able to disrupt the digitally transformed agency.

It is today's technology challenges that propel our CDW•G Public Safety Team forward. Since 2005, the CDW•G Public Safety Team has been delivering technology solutions supporting mission critical environments in Emergency Management, Fire & Rescue, Emergency Medical, Law Enforcement as well as the Critical Infrastructure protection. Our focus has changed over the years to keep pace with the challenges of the day. The one thing has remained the same is that Public Safety agencies large and small turn to CDW•G to assist in developing solutions supporting Mission Critical operations.

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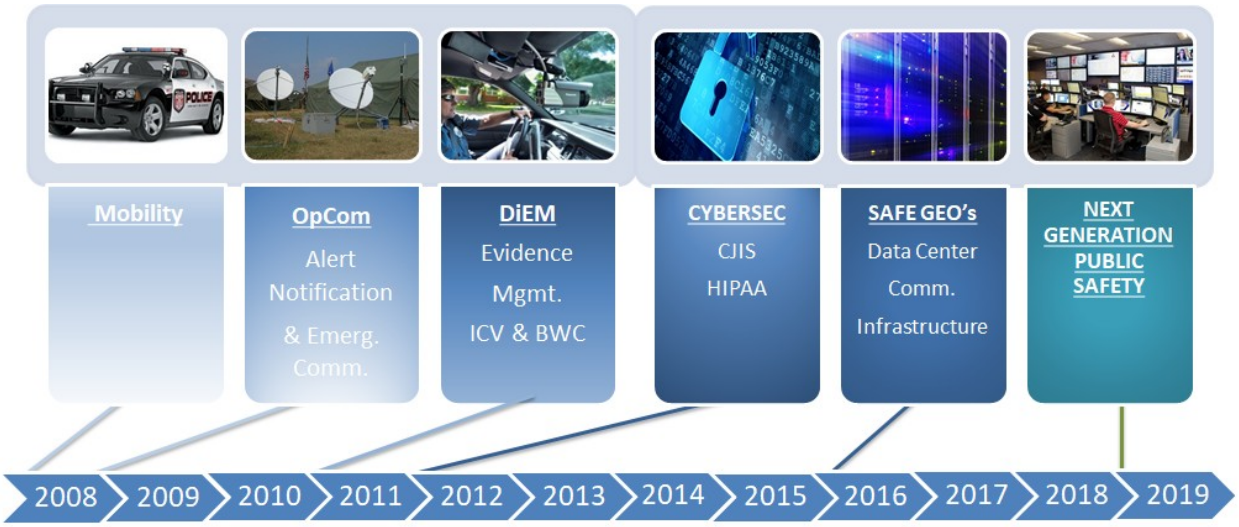

Figure 11: CDW•G Public Safety Service Timeline

Public safety begins with an experienced and well-briefed sales team who comprise the primary point of contact for all of our customers. The sales teams are supported by a host of solution architects from a variety of disciplines and Public Safety Strategists that provide customers, CDW•G personnel and partners with subject matter expertise. Our comprehensive approach includes:

Supply: We have a large inventory of technology items you use every day

Design/Build: Our Solution Architects can help you through the myriad of choices with respect to designing the solutions necessary to develop the next generation of public safety tools

Contracting: Reduce the administrative cost, required span of control and headaches in your next project with a single agreement and responsible party delivering what you ask for

Strategy Development/Envisioning: Moving into real time policing, developing a new emergency operations center, security center or tactical operations center. Our Senior Strategist can help you develop and document a plan of action.

We Get Mission Critical Operations

Historically, Mission Critical Operations in Public Safety Work have included emergency operations centers, dispatch or communication centers, fusion centers, and the standard agency data center. The last decade has given rise to a new breed of operation center including those supporting real time crime fighting, joint task force collaboration, cyber intelligence and excellence as well as network operations. Regardless, these centers are where people and advanced technologies intersect.

Enhanced situational awareness, data correlation and decision support systems combine to aid in visualizing a common operating picture in the next generation of Operation Centers. The end-game to this is force protection, force multiplication and the rapid delivery of positive outcomes. At the end of the day, next generation technologies widen the view of operations by integrating advanced data analytics with video surveillance systems, sensors and other technologies that gain better situational awareness.

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CDW•G and its powerful partners expand the value of these technologies delivering hindsight, insight and foresight to Public Safety.

In preparing for the demands of tomorrow, a Next Generation approach is required to address the priorities of today. These must include future challenges. Solutions must also always work. It will not do for a critical solution to fail during a major response. The CDW•G and Partner designs keep that thought at the forefront.

CDW•G provides Technology Design/Build & Prime Contracting Services for the completion or rehabilitation of Mission Critical Operation Centers. We understand the importance of recognizing the unique needs of Law Enforcement, Emergency Management and Fire/Rescue. CDW•G provides solution sets which give our customers a near future-proof platform for placing critical information into the decision-making process.

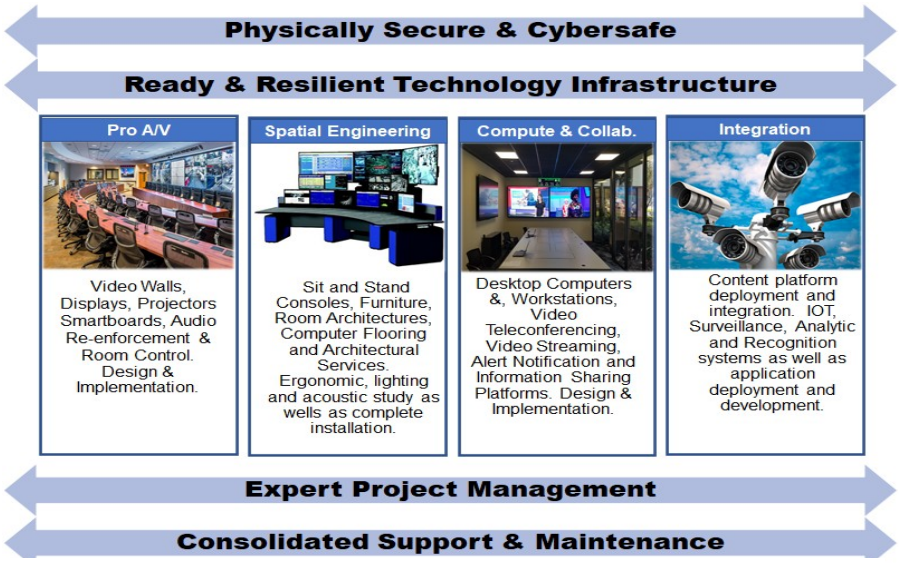

Figure 12: CDW•G Public Safety Offerings

We Get Spatial Engineering

Our spatial design strategies consider how people are routed throughout your work center daily and during times of crisis to maximize optimal communication between operators and key stakeholders. When you choose to employ our experienced team of spatial engineering partners, we will work together determine the configuration that best supports your organization's communication and collaboration objectives, ensuring continuity of operations and minimizing the impact of the upset condition. Our public safety console environment solutions are designed with the operator in mind.

An operator's comfort is paramount to their productivity and overall health. Our ergonomically designed control room solutions encompass a variety of self-adjustable components and accessories, which are designed to be an extension of an individual's day-to-day operations.

Our partner solutions enable greater environmental controls such as temperature and fan controls, height adjustments, lighting, and other elements to mitigate fatigue and improve operator alertness. Our situational lighting solutions enhance communication, awareness, and coordination, which support effective incident deployment strategies amid emergencies.

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CDW•G and its partners provide ergonomic solutions and spatial engineering services to transform your next center into a state-of-the-art facility. We lead the overall center design/build efforts, in conjunction with industry leading partners. Partners we work with often include:

Figure 13: CDW•G Spatial Engineering Sample

We Get Situational Awareness

CDW•G partners with leading software companies to provide for a myriad of solutions to help our customers solve their problems. Workflow management, citizen portals, asset and inventory management, dispatch, records management, and situational awareness platforms can all be implemented by CDW•G and its partners. A common operation picture (COP) is a continuously updated overview of an incident compiled throughout an incident's life cycle from data shared between integrated communication, information management, and intelligence and information sharing systems. The goal of a COP is real-time situational awareness across all levels of incident management and across jurisdictions. The objective of a COP for support in a coalition environment is to decrease the Decision Cycle Time (OODA loop - Observe, Orient, Decide, Act). Cobb County and OMNIA Partner Law Enforcement Agencies need their agents, analysts, first responders, and officers to be able to make decision quickly and efficiently, with accurate information. CDW•G understands this need and our applications help to orient data , create the Common Operating picture, and allow life-saving decisions to be made.

The needed data often exists in multiple legacy solutions, on the web and in an unstructured form. Making sense of the data and achieving the ability to turn data into actionable intelligence in real-time takes a great deal of integration.

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CDW•G and its partners provide the platforms to get started quickly as well as the integration, development and orchestration expertise to move forward ahead of the pace of change. CDW•G has a long history of developing Microsoft-based solutions into usable applications for emergency management and law enforcement. Our recent acquisitions of IGNW, Aptris, and Aeritae are evidence of CDW's continued commitment to providing world-class software development, integration and orchestration services.

CDW•G works with industry leading partners within the situation awareness platform, including:

We Get Surveillance

Video surveillance capabilities have come a long way over the years. Legacy systems, made up of cameras and digital video recorders, primarily captured and replayed past events, limiting organizations to a reactionary security approach. Enhanced by analytics software, today's video surveillance solutions give organizations the tools they need to take proactive safety and security measures. The benefits now include utilizing surveillance to ease road congestion or monitor high pedestrian traffic areas, enhanced video surveillance enables digital transformation across every agency type, and more.

By integrating advanced data analytics software and Internet of Things (IOT) sensors with IP-based cameras and video management systems, CDW•G expands the value of surveillance technology. That means Cobb County benefits from not just hindsight, but also insight and foresight.

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HINDSIGHT:

WHAT HAPPENED?

With traditional, forensics-based applications for video, you can investigate a recorded event, identify a bad actor, monitor facilities, analyze a complete process in a system or validate that a system worked as planned.

INSIGHT:

WHAT'S HAPPENING NOW?

Video analytics can elevate your security team's situational awareness and enable you to identify and react to events in real time. Analytics can unlock operational value by monitoring the flow of people, goods, or processes and triggering a response based on predetermined criteria.

FORESIGHT:

WHAT WILL HAPPEN NEXT?

With predictive analytics, you can leverage video data to identify trends and forecast events, giving your team foresight into the next threat and helping operations pinpoint future process flaws to improve decision-making.

Some of the leading manufacturers CDW•G partners within this space include:

Mobility

Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.

Procuring, configuring and refreshing mobile devices across different operating systems and carriers can be a challenge. From smartphones, tablets and notebooks to routers and point of sale systems, we can help you integrate your software and services to get the most out of your devices.

Configuration and Activation

CDW's configuration experts work with your IT staff and your carriers to ensure your enterprise mobile devices are automatically activated, enrolled and ready to use right out of the box. We

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offer software configuration and imaging services for Windows, iOS or Android, and our tagging, tracking and laser etching services help you streamline asset management.

Procure and Provision

Our Mobility Management Portal simplifies administration of devices, including selection, deployment, expense management and help desk services. Employees can order from a predefined catalog, perform upgrades or make changes to existing services — all in accordance with your internal mobile device policies.

Device as a Service (DaaS)

DaaS gives your organization fully supported, customized devices for a monthly subscription fee, allowing you to shift procurement costs to an operating expense. We'll take care of managing technology refreshes, securing your devices, procuring management software, providing help desk services and recycling devices.

Why CDW•G

Unmatched Expertise

Our mobility experts have helped thousands of customers craft BYOD and mobile device policies from the ground up.

Flexible Financing Options

We will work with you to determine the best financing method for your organization, be it a traditional purchase, lease or through a monthly subscription.

Industry-Leading Partnerships

Our partnerships with the industry's top mobile providers give you access to the widest selection of devices, mobile OS and carriers — with top-notch customer service to boot.

Mobile App Development and Strategy

Mobile apps are both an opportunity and a challenge for organizations looking to improve worker productivity and customer experiences. A solid mobile application strategy, from procurement to management to development, will put you ahead of the competition.

Our Enterprise Mobility Management (EMM) and workspace collaboration solutions can help you manage and secure your mobile environment across multiple devices and platforms.

Our Mobile and Productivity App Services

The ubiquity of smartphones and tablets has changed the way organizations deliver information. We can help mobilize your operations to streamline workflows, boost productivity and reduce expenses. **App Strategy**

Before your organization selects off-the-shelf or customized apps, we'll help you develop a strategic view of your mobile app initiatives. We'll help you map deployment and development decisions based on your needs, budgetary constraints and IT infrastructure. Your custom app strategy will serve as a critical roadmap as you migrate to a more mobile environment.

Mobile Application Development

Mobile app development allows your organization to meet stringent requirements around performance, functionality and user experience. Our partner network of tier 1 developers provides native, HTML5 or hybrid apps based on your needs. Additionally, we offer Mobile

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Application Development Platforms (MADP) for organizations that want the tools to quickly create, deploy and maintain apps in house.

Your Custom App Store

Give your employees a central point of access for the apps and tools they need to be productive. Your centrally managed and custom-branded app store can include both IT-approved, off-the-shelf apps and custom-developed mobile apps.

Content Sharing & Management

The right file-sharing and online collaboration tools can help you tap into vital knowledge instantly and share it throughout your organization. Our cloud-based software as a service (SaaS) solutions can help encourage innovation and build relevant communities while maintaining the security of your corporate data. Choose from top partners such as Box, Google Workspace and Office 365.

Office Productivity Apps

How can you get more from your employees and your budget? For many organizations, it means getting a little creative. It means embracing innovation. It means moving software to the cloud with SaaS productivity apps. We can help you select the right productivity app and design a customized, scalable solution that grows with your business.

Enterprise Portals

Enterprise portals give your organization a single, secure place to store, organize, share and access information from almost any device. Web-based SaaS portals enable online collaboration — anywhere, anytime. We'll help you customize an enterprise portal that fits your needs, budget and business goals.

Strategies Designed for Growth

Our collaborative approach to enterprise mobile apps prioritizes your objectives, budget and timeline. We'll help you design a comprehensive mobile app strategy with simple management tools, robust security and scalable features that evolve with new technologies.

Cross-Industry Expertise

We have specialized teams across a number of industries — including retail, healthcare, energy and utilities, and K-12 and Higher Education. Our experts can help you mobilize existing workflows and unlock new strategies that transform the way your team works.

End to End Services and Support

Our planning services and assessments ensure your productivity strategy is aligned with your business goals. We also offer full implementation, training and adoption services to help your employees mobilize faster, giving you a better return on your investment.

Mobility Management, Collaboration, and Security

We provide a full range of proven mobile device management and collaboration tools as well as end-to-end security from the industry's leading providers. We help you simplify mobility management and mitigate risks so you can spend less time on tasks and more time on projects.

Enterprise Mobility Management (EMM)

EMM takes the burden of day-to-day mobile management off IT's hands and empowers workers with uninterrupted access to the tools they need. Our mobility management and security

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services include mobile device management, mobile application management, mobile content management, custom app stores and mobile device policy definition.

Mobile Workspaces

Many clients are turning to mobile workspaces for secure mobility. We offer leading workspace solutions including desktop virtualization, application virtualization, EMM and file sharing, all supported by our professional services to ease selection and deployment.

Procurement and Expense Management

In addition to simplified procurement of devices, our Mobility Management Portal provides help desk services — including phone, online chat and self-service support — as well as expense management services with custom reporting to ease the burden on your IT staff.

End-to-End Security

With more than 15 years of experience with security solutions, our mobility and security teams work together to provide risk mitigation advice, including network and mobile security, data loss prevention and advanced threat protection technologies.

Streamlined Productivity

Our custom solutions give you device management, app store and sign-on options, as well as the option to grant users access to legacy applications without the cost of mobile app development.

Simple Payments and Cost Controls

With Mobile Expense Management, you can automate the tedious review, approval and payment process. You can also get insight into cost-saving opportunities and alerts about compliance issues.

Industry-Leading Partnerships

We work with the industry's leading brands, giving you unmatched choice and expertise in selecting the best mobility management, collaboration and security solutions.

Work From Home (WFH)

Work from home productivity involves more than just a functioning laptop. Networks need enough capacity and secure endpoints for workers to access their files and applications from anywhere, and employees need access to cloud applications to take full advantage of the collaboration tools available to them. CDW can help you build or expand your WFH strategy so employees can accomplish more in more places.

An example of a tool to work from home is Zoom

Together, Zoom and CDW bring you the communications technology your business needs to evolve.

Business Communications

CDW can help you develop a flexible collaboration solution based around your Zoom platform, to fit your user needs and goals.

Digital Workspace Consultation

Available free of cost, CDW's collaboration workshop lets you explore your full Zoom capabilities and develop a customized communications strategy.

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Digital Workspace Services

Whether your communications are in the cloud, on-premises or a hybrid solution, CDW Amplified™ Workspace services meet you where you are, with comprehensive support.

Asset Management

Asset management solutions to identify and manage installed software, hardware and license entitlements.

We Understand IT Asset Management

IT Asset Management (ITAM) is a set of processes and tools that enables organizations to manage their IT assets on an ongoing basis, so that they can establish controls, gain visibility into their environment, optimize costs, and maintain license compliance.

At CDW, our wide range of IT Asset Management solutions is customized to assist Cobb County in maturing your own Asset Management practice, while always aligning to Cobb County's specific business goals.

These are the Elements of Successful Asset Management

Figure 14: Elements of Successful Asset Management

Our IT Asset Management Strategy Focuses on Four Solution Types:

Project Based Engagement

Gain Visibility Into Your License Position.

This customized engagement helps ensure that you gain control of your software environment, by providing an Effective License Position (ELP). Great for True-Up and Renewal time!

Maturity & Risk

Start Planning Your ITAM Strategy And Understand Your Risk

Identify the stakeholders, policies and inventory processes at the heart of your ITAM practice.

Technology Platforms

Using Industry-Leading Platforms for Successful Asset Management.

Having access to accurate, real-time inventory data empowers better decision-making and drives business outcomes

Ongoing Solutions

Our Ongoing Services Are Tailored to Your Business Needs – Increasing ROI

Customized engagements that ensure consistent visibility into assets and drive continuous improvement

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ITAM Maturity Assessment

With such a large portion of their IT budgets dedicated to software, organizations need a way to manage hardware and software assets on an ongoing basis. CDW's IT Asset Management (ITAM) practice offers a focused approach to tracking the location and configuration of IT assets, helping organizations not only optimize costs but also maintain license compliance, streamline contract negotiations, support mission-critical technology rollouts and prepare for digital transformation

CDW's Asset Management Maturity Assessment combined with our proven engagement framework allows us to help our customers:

- Define a vision for a successful practice
- Document recommendations on policy/process/procedures
- Build a roadmap for implementing your Asset Management practice
- Improve service levels
- Provide the ability to optimize costs and utilization of assets
- Ensure supply meets the demands of the business and that IT assets directly support specific business productivity requirements in the most efficient and reliable way possible
- Mitigate risks associated with governance practices, compliance requirements, and business continuity
- Provide the ability for true cost allocation

Building Long-term Capability Through Technology

CDW recommends using an industry-leading Asset Management technology platform to manage and discover your environment. Our goal is to align the appropriate technology to help meet your business goals and drive IT initiatives. Our strategy includes:

- Understanding your existing investments in asset management
- If no asset management technology is in place, we can then assist in making technology recommendations, aligning resources for product demonstrations, and working with the vendor to set up proof of concept.
- Working with Cobb County to understand short and long-term business goals
- We can help Cobb County assess if your current investments are able to achieve these goals.
- Assessing additional applications
- We can help evaluate whether integration with specific business applications and/or systems are required to support you.

Empowering Your Practice

Continuous improvement and internal communication are key in a successful ongoing Asset Management program. With an IT platform as the foundation, CDW can provide customized, ongoing consulting that can positively impact a customer's ROI.

Ensure Proper Communication

With our partners at Universal Management Solutions (UMS), we can work with Cobb County to design an ongoing IT Asset Management (ITAM) strategy and support services- so you can focus on more strategic IT efforts.

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Ensure All Cobb County's Publishers Are Listed

We can ensure that Cobb County is spared the ongoing process of publisher contract management, or we can focus on just a short list of concerns. We can be flexible to accommodate Cobb County.

With visibility gained into the entire publisher environment, CDW will identify the redundant products in your environment, allowing for rightsizing your licensing investments

Software Management and CDW

With assessments, technology validations, deployments, ongoing management and experts on-hand. CDW can help with every phase of the software solution. Our services and specialists include:

- **Test Assessment and Roadmap:** We develop a three-year roadmap for your customer's software environment with assessment and envisioning sessions, proofs of concept, health checks, product and licensing program comparisons, contract negotiation and image processing services.
- **Onsite Software Deployment:** Our experts install and configure Cobb County's on-premises software for desktops, notebooks, tablets, smartphones, servers and routers.
- **CDW Software Asset Management:** Hosted by CDW and powered by Snow Software, our license management service gives customers a clear view of the software being used across their devices.
- **Software Asset Management (SAM) Specialists:** Our certified SAM specialists analyze customers' licenses and provide reconciliation services to help them understand where gaps exist between entitled and employed licenses.
- **Licensing Account Executives:** Experts perform onsite reviews of the software environment. We use this information to recommend the best products and licensing programs for your budget, and help manage those assets throughout the contract.
- **Partner and Technical Specialists:** During initial consultation, our presales systems engineers answer any in-depth software, licensing and technical questions.

Data Protection

Data protection to protect, backup, recover and archive data and applications.

Data is your organization's most precious asset, but storing and protecting that data can be a challenge. Your IT team must contend with a laundry list of internal and external threats while also managing increasingly complex hybrid storage environments. Those tasks are made even more difficult when you consider the growing number of data-intensive applications your users depend on every day. Overcoming data protection and storage hurdles requires solutions and services that suit your needs and environment, as well as a trusted partner like CDW that can help you navigate your options.

Investing in storage through CDW can help address:

- Risk
- Agility
- Cost

Partnering with CDW for data protection and storage can help you achieve other key organizational and IT objectives, including:

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- Mitigating risk
- Managing storage resources productively
- Supporting diverse user requirements
- Maintaining cost controls

Why You Should Partner with CDW

Because every dollar counts, your organization needs to maximize the value of its data storage and protection investments. CDW's tenured and certified solution architects can build a customized plan that ensures you unlock the storage performance and resilience you need within your preferred budget and spending model. We also deliver:

- Vendor-agnostic expertise driven by our industry-leading partnerships
- A full-stack approach that supports you at every stage of your journey
- Dedicated support from a team that's worked with organizations of all sizes

Energy and Water Conservation

Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.

CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

ISO 14001:2015 Certification

Our environmental policy and Environmental Management System (EMS) define the structure, practices and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business.

All CDW distribution centers and two of our U.K. offices hold ISO 14001 certification, the international standard for Environmental Management. These certifications ensure consistency and effectiveness in our EMS and demonstrate our long-established commitment to managing our business responsibly.

Figure 15: ISO 1400 Certification

Energy Management – Carbon Emissions

At CDW, we look for opportunities to make meaningful reductions in our carbon footprint. Given the non-manufacturing nature of our operations, our facilities do not represent our greatest source of emissions. Rather, shipping and logistics functions present an opportunity for us to focus on carbon emission reductions through our relationships with value chain partners. Approximately 98% of our US shipments are delivered by carriers enrolled in the US EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking and improving freight transportation efficiency.

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We also have programs aimed at consolidating freight volume and reducing the number of shipments and vehicles needed to complete a delivery, which enables our carrier partners to reduce carbon emissions.

beGreen Program

CDW implemented a formal beGreen program to foster a culture of environmental responsibility that encourages coworkers to reduce, reuse and recycle. Our beGreen initiative provides coworkers with the platform to share ideas and take collective action to improve our environment. Areas of focus include:

- Coworker education
- Community awareness
- Recycling
- Resource conservation

Figure 16: CDW•G's beGreen Initiative

Our beGreen program continues to provide coworkers with a platform to share ideas and take collective action to protect our environment. The program is managed by a cross-functional team of coworkers from multiple CDW locations, and participation continues to be strong since its inception 13 years ago.

Reducing and eliminating waste through recycling, wherever possible, is ingrained throughout our organization. Our coworkers develop and lead efforts to help reduce waste to landfill from personal consumption and business use. Our dedicated beGreen staff continually looks for more ways to be environmentally responsible.

Financial Services

Financing options such as lease, lease to own, lease with option to own, and IT as a Service.

CDW•G's Financing Solutions Team helps members navigate through all the available payment solution options (leasing, financing, subscriptions, etc.) CDW's Financial Partners provide to select the best option to fit the customer's needs. For members with a Master Lease Agreement established, we more than likely have a partnership in place with their provider, or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. We are a recognized force with many of our Financing Partners, such as our 2017 HP PartnerOne Financial Services Partner of the Year Award and the 2019 Cisco Capital Central Partner of the Year Award. Often, we leverage relationships with our partners to offer more advantageous rates, terms, and structures. For members that have diversity requirements to meet, we can recommend WBE certified partners.

At CDW•G, we focus on providing the best solutions in the industry—not simply the latest solutions from a single provider. CDW•G can facilitate an agreement between Cobb County and a variety of leading financing companies that can help you obtain the payment terms that best fit your unique needs and budget requirements. Cobb County can secure a payment solution structure with maximized options and terms. Our Premier Financing Partners include:

- Arrow Capital Solutions
- Cisco Capital
- Dell Financial Services

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- HPE Financial Services
- Lenovo Financial Services
- LEAF Commercial Capital, Inc.

Success Story: IT as a Service

United States Census Program

The Decennial Census is a once-a-decade activity that takes years of planning to carry-out the largest peacetime workforce mobilization in the US. CDW•G began developing and planning our technical and operational solution in 2015, well in advance of the 2017 contract award date. The US Census Decennial program mission is a Constitutionally mandated program established to accurately count each person in the US and count them only once. This is accomplished over a series of Census Field operations carried out across the USA and its territories with the final objective to provide the complete Census report to the US President by end of year.

Since 2017 DW•G has been providing the US Census Bureau mobile technology under a large **Device-as-a-Service** prime contract. This contract includes full life-cycle technology management from leveraging CDW•G's ISO accredited secure supply chain practices to acquire, configure, test, ship and recover/disposition over 650,000 mobile devices. In addition to cellular assignment and activation, CDW•G also provides device security via Mobile Device Management with active tracking, monitoring and managing of the very large fleet of deployed devices. CDW•G also offers Program Management, Technical solution architecture (Win10 and iOS), Asset Management, Contract and Subcontract management, consolidated shipping and reverse logistics, and Tier 2/3 Help Desk support.

CDW/CDW•G have maintained performance throughout the COVID 19 pandemic and have shared with our Census customer our best practices utilized to ensure that there is no disruption in our services. We proposed 7 Small Business/Diverse suppliers and have subcontracted more than 20% of the program total to SB entities.

Other Services and Solutions

Services and solutions not listed above that may be proposed by Offeror.

As organizations face limited time, budgets and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Staff Augmentation and Ad Hoc Support Services help meet the demands of your organization in unique ways. We provide skilled staff to augment your team with expertise in a wide range of technologies, offering an objective view of IT that ensures you'll always receive the right solution to your problems — not just the one that's convenient.

CDW AMPLIFIED™ Services Portfolio

Cobb County and Omnia Partners will benefit from accessing a comprehensive set of services that offer an unparalleled breadth of services. Our portfolio of services includes data center, networking, hybrid cloud, end user workspace and collaboration, application development, data analytics, and technical support and service desk services. Our services are purpose-built, with pre-defined service descriptions, statements of work, deliverables, service level objectives, and

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pricing. The benefit for your members is the ease they can transact with CDW•G from solution planning to service startup.

A summary of our entire Services portfolio is presented below.

CDW AMPLIFIED™ Infrastructure Services provide the expertise, tools, and resources to scale and future-proof Members' critical data center and network architecture. For example, our service engineering can help scale and optimize an existing on-premise data center to meet increasing application workload or design and implement a solution for migrating applications and infrastructure to a hybrid cloud solution. With the acquisition of Aptris, CDW now provides ServiceNow services for the design, orchestration, and management of customer's ServiceNow applications, including ITSM, ITOM, SecOps, CSM, and HR Management. Our entire Infrastructure Services portfolio includes:

- Networks: Enterprise Data Center Networking, Software Defined Networks (SDN), Wireless Networking
- Hybrid Cloud: Hyperconverged/Private Cloud Deployments and Public Cloud solutions for Azure and AWS Services
- Operating System (OS): Management administration of virtual/physical server and OS, Infrastructure Application support, Database Services, and ServiceNow Services.
- Data Center: Power/Cooling, Storage, Compute, Data Protection, Virtualization, Software-defined Data Center and Networking

CDW AMPLIFIED™ Workspace Services provide a comprehensive approach for end users, educators, and students to work from anywhere, on any device, at any time. Our two configuration centers can support complex deployments, including staging, imaging, integration, kitting, and deploying up to 10,000 devices per day. Workspace Services also provides integrated solutions for managing the security risks to endpoint devices to remain productive and secure. Workspace Services includes:

- Collaboration: Voice, Video, Messaging, Conferencing, Contact Center, Productivity Applications, and Content Management.
- Endpoint Services: End User Compute, Mobility, Unified Endpoint Management & Security, and Managed Print Services

CDW AMPLIFIED™ Security Services help customers with ever-evolving security threats and maintains compliance with their industry and regulatory standards. Cybersecurity risks are higher than ever, and organizations require continuous defense, detection, and dynamic responses against evolving threats while maintaining industry compliance. CDW Amplified™ Security services provide independent evaluations of a customer's security posture and help fortify against identified weaknesses. Our security engineers can design comprehensive strategies and solutions for protecting critical IT resources and data. Our security engineers hold certifications in CISSP, CISA, CISM, CIPP, Ethical Hacking, ISO Auditing, and ITIL.

Our Professional Services can orchestrate advanced network defense techniques such as next-generation firewalls, advanced endpoint protection, content security, and access management. Security Services includes:

- Information Security: Risk and compliance assessment, penetration testing, and comprehensive security assessments, vCISO advisory services
- Detect and Respond: Security Incident Response services, Log aggregation and Correlation, Security Incident and Event Management (SIEM)
- Physical Security: Physical access controls, Video Surveillance, Environmental Sensors

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- Secure Platform: Managed Next-Generation Firewall (NGDW), Intrusion Protection System (IPS), Identity and Access Management (IAM), and Network and Managed Zero-Day Endpoint Protection
- Managed Cloud SIEM with vulnerability and threat intelligence, advanced analytics, prioritized alerting and reporting, and end-to-end incident response

CDW AMPLIFIED™ Development Services help customers address their growing technical debt in their legacy application stacks and software delivery processes. Development Services provides modern, cloud-native technologies and industry-leading best practices to allow customers to develop applications that revolutionize their infrastructure and solve business issues. CDW Amplified™ Development Services help our customers modernize and streamline their application delivery with the following services:

- Software Engineering: Custom Software Design and Consulting, Application Architecture, Agile Development using DevOps, and software engineering utilizing Continuous Integration/Continuous Development (CI/CD) methodologies.
- Application Modernization: Refactoring legacy applications to modern application principles using containers, microservices, and event-based architectures.

CDW AMPLIFIED™ Data Services help customers make data-driven decisions by leveraging the benefits of a modernized data warehouse. Data Services also provides Artificial Intelligence (AI) and Machine Learning (ML) services for clients to develop actionable insights and realize the full benefit of their data warehouse. Data Services includes:

- Data Modernization: Builds solutions to modernize Data Warehousing applications using multiple vendor platforms
- Data Analytics: Creates advanced data visualizations and analytics solutions utilizing vendor platforms from Microsoft, AWS, Google, Splunk, and Tableau
- AI and ML: Builds and deploys AI/ML solutions for operationalizing customer data that can help predict and proactively respond to emerging market trends and demand

CDW AMPLIFIED™ Support Services deliver custom warranty, maintenance, and technical support services that augment a customer's IT staff so they can focus on maximizing business outcomes. Support Services includes:

- CDW Technology Support Service (CTS): Provides a 7x24 single point of contact support for technical and maintenance support on Cisco, Microsoft, and Palo Alto Networking products. Our expertise provides faster response times and more cost-effective solutions when compared to OEM branded technical support.
- E-Learning Technical Support: Our IT and AV support professionals provide a highly responsive Level 1 service desk for Educational institutions that rely on hybrid or remote learning for their student's educational needs.

Staff Augmentation Services:

Many managed service providers offer IT staff augmentation as part of their service offerings. What differentiates CDW•G's Technical Resourcing is our 20+ years of experience providing IT services and solutions and our sole focus on Information Technology and Engineering resourcing. As an IT engineering company that provides advanced Application Services, DevOps, Cybersecurity, Cloud Architecture, and Big Data, we understand the skill sets and experience a member needs. Members can be confident in CDW•G's ability to identify candidates that meet the technical requirements of the role. This level of technical acumen uniquely positions us to help Members fill their most challenging IT staffing requirements seamlessly and expediently.

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We use the same recruiting team to attract candidates for internal postings and customer positions. This provides us a competitive edge compared to other staffing firms that do not have the domain knowledge or bench of proven candidates. Our strength and value lies in providing a white-glove experience compared to other staffing MSPs. Our recruiters do not just gather and forward resumes from job postings. Instead, each recruiter discusses the role with the hiring manager to understand both the client culture and the soft and hard skills needed for a successful placement. Our goal is to respond with one to two quality candidates within a week of meeting the hiring manager. Our experience is we can fill 81% of the openings with one or two candidates, cutting down on time spent in multiple interviews .

Project Management Services

CDW•G's Project Management Office's (PMO) mission is to drive excellence and leadership in Project and Program Management for all of our customers. We leverage a proven methodology based on the Project Management Institute's (PMI) standards and best practices while tailoring projects to meet business outcomes and requirements. Our PMO is an active member of the PMI Global Executive Council whose role is to lead and direct the future of the project management profession and ensure its continued growth and success. We have over 160 customer-facing Project and Program Managers, with over 70 being PMP Certified.

Our project methodology is scalable to any project size, customer-value driven, and flexible enough to integrate with your member's methods as needed. By being PMI aligned, we focus on communication, quality management, and continual improvement during all phases of the project. More information on these phases is described below.

- Project Initiation confirms the initial contract, the scope of work, resource requirements, prepares the kickoff meeting.
- Planning focuses on discovering and understanding requirements and stakeholders, communication plans, and delivers the project plan.
- Execution manages the design, implementation, testing, and migration of services, coordinating CDW engineers and the member's project resources.
- Closure finalizes the handoff to operational support, project closure documentation, and final project closure meetings. The closeout meeting is also the opportunity to review the customer's perspective of success and lessons learned during the project.
- Monitor and Control occur throughout the project's lifecycle to ensure that the project status, budget, and milestones are monitored and reported on a timely basis.

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Experience [RFP 5.4]

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. Scope of services/contract description.

b. Dollar value of contract.

c. Assigned project personnel.

d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Reference 1	**Client Name:**	Collier County, FL
Scope of Services/Contract Description		
Collier County utilizes the OMNIA Partners contract (formerly National IPA) for all goods and services that CDW is able to source for them. Typical manufacturers include, but are not limited to, Cisco, Vmware, CrowdStrike, NetApp, APC, Microsoft, and Dell.		
Dollar Value of Contract	$4.3M Annually	
Assigned Project Personnel		
Name	Anson Hira, Advanced Technology Account Executive	
Name	Kyle Johnson, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Mark Fowski	
Telephone	239-252-8322	
Email	mark.fowski@colliercountyfl.gov	

Reference 2	**Client Name:**	Orange County, FL
Scope of Services/Contract Description		
Orange County utilizes the Sourcewell contract for all goods and services that CDW•G is able to provide or source. CDW•G has provided professional services of advanced technology solutions including, but not limited to: MS Exchange, MS Active Directory, M365, VMware, Nutanix, Juniper, PeopleSoft, Security managed services, and Staff Aug personnel.		
Dollar Value of Contract	$10.1M	
Assigned Project Personnel		
Name	Anson Hira, Advanced Technology Account Executive	
Name	Kyle Johnson, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Mack RiCharde	
Telephone	407-836-5200	
Email	mack.richarde@ocfl.net	

Reference 3	**Client Name:**	Nashville Electric Service Board, TN
Scope of Services/Contract Description		
NES has approved the NIPA Corporative contract for all CDW•G purchases. They have been utilizing this contract since 2015. CDW•G has performed the following services for NES:		

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ServiceNOW Integration, Splunk Installation and Data Migration, Nutanix install and configuration and Wireless Site Survey.	
Dollar Value of Contract	$1.5M
Assigned Project Personnel	
Name	Robert Sullivan, Executive Account Manager
Name	Griffin Curcio, Executive Account Manager
Name	Austin Hudson, Nashville Advanced Technology Account Executive
POC	
Name	Matt Dodd
Telephone	615-747-3199
Email	hdodd@nespower.com0

Reference 4	**Client Name:**	City of Boca Raton
Scope of Services/Contract Description		
City of Boca Raton has leveraged the OMNIA Technology Contract through CDW•G for 90% of their IT Hardware and Software needs for more than 7 years. In addition, the city has utilized our Affiliate, Sirius, a CDW company, for nearly the same tenure as their primary IT professional services provider.		
Dollar Value of Contract	$2.7M Annually	
Assigned Project Personnel		
Name	Ray Clyne, Advanced Technology Account Executive	
Name	Roger Heroux, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Jolyn Avery	
Telephone	561-367-7062	
Email	javery@myboca.us	

Reference 5	**Client Name:**	City of Atlanta
Scope of Services/Contract Description		
The City of Atlanta has awarded CDW•G their hardware/software sourcing contract over the course of the past 14 years for four, consecutive contract cycles. CDW•G was the sole-awardee for two of the four contract awards, including the flagship contract. In addition to the Hardware/Software sourcing contract, CDW•G provides professional IT services for the city, including all agencies in the “General Fund”, as well as Atlanta Department of Watershed management and Atlanta Department of Aviation, Hartsfield Jackson International Airport.		
Dollar Value of Contract	$14.2M Annually	
Assigned Project Personnel		
Name	Dan Gallagher, Advanced Technology Account Executive	
Name	Mike Zorica, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Errika Stewart	
Telephone	404-330-6204	
Email	estewart@atlantaga.gov	

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Product Information/Service Capability [RFP 5.5]

a. Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?

For today's State, Local, and Education leaders, the speed of digital priorities is critical to success. Yet, technical complexities can slow progress. Our full-stack engineering services team focuses on digital transformation — from code and applications to cloud, data and security — to help our SLED customers accelerate innovation, enhance citizen experiences and optimize collaboration, all while delivering agility and cost efficiencies. We maintain a working ecosystem of coworkers and partners to address the myriad service requirements of our customers.

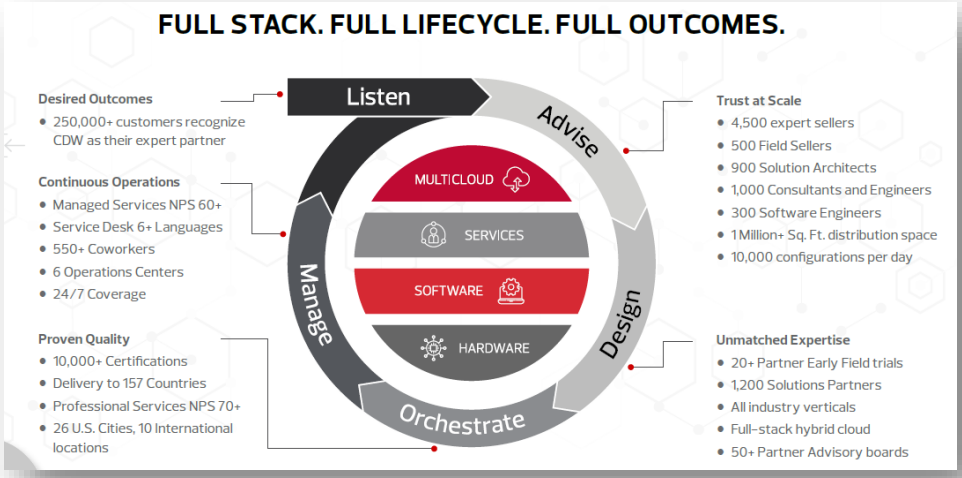

Figure 17: Full Stack Lifecycle

Service Centers

Our operational footprint is abundantly national, with offices located in every region and two state-of-the-art distribution centers strategically located for the fastest possible service. In addition to our local branches, we have over 1,100 services professionals and a fast-growing network of trusted service and solutions partners.

The number of authorized service centers depends on many factors so we cannot give a definite number at this point. However, we can explicitly confirm we have authorized service centers available for any agency who wishes to purchase off this contract.

Break-Fix

We typically provide break/fix services through our partner network, though we can do that through a managed service as well. The choice of partner network depends on a multitude of factors including location in the United States, brand of product, budget, turnaround time, etc. Our team is happy to discuss in further detail regarding a particular instance.

Config. Centers

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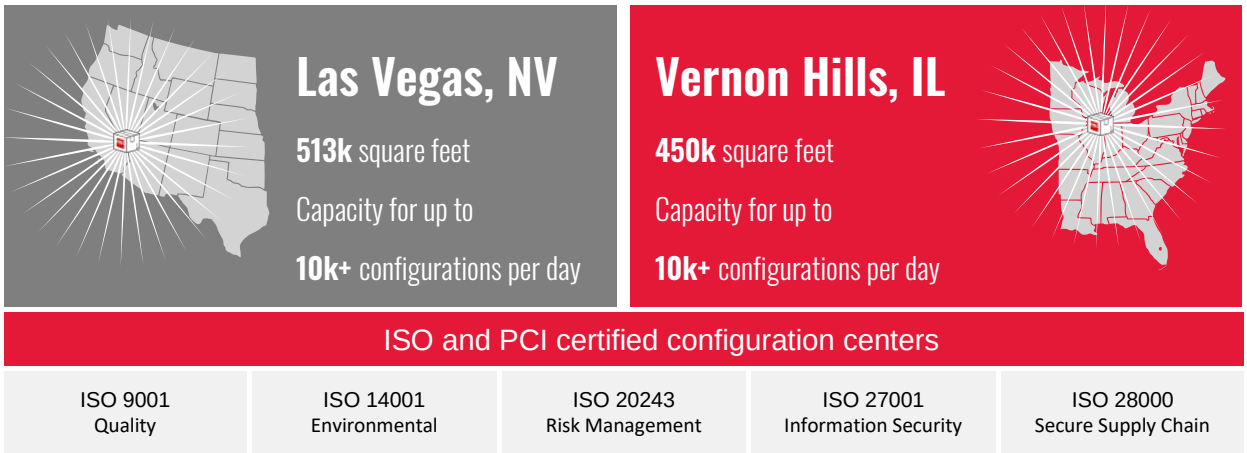
OMNIA Partners Members can rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug and play deployment. We offer a wide array of services to address the various tasks involved in configuration projects including hardware and software installation and configuration, domain integration, branding, labeling, asset management, delivery & distribution.

Two State-of-the-Art Configuration Centers



CDW•G operates redundant, environmentally controlled ISO and PCI certified centers in Vernon Hills, IL, and North Las Vegas, NV to provide faster delivery and reduced shipping expense. Our Distribution and Integration Centers have a combined one million sq. ft. including 75,000 sq. ft. dedicated to configuration and another 50,000 sq. ft. dedicated to staging. CDW can scale to meet your needs.

Local Branches

CDW is headquartered just outside of Chicago, Ill., and we have 28-plus local branch offices throughout the United States and Canada. So, chances are, we're within driving distance of your office. And even if a customer is located in an area without a local branch, our network of trusted service providers — all trained to follow the same consistent approach, processes, methodologies and professional manner of CDW badged engineers — ensure that your organization will still get the full attention and resources it deserves.

Depending on the location and particulars of the system or product that needs servicing, costs can vary. Due to this complexity, our team will work with each agency as needs arise to provide a custom State of Work that includes costs to the customer.

Pick-Up & Delivery

We can facilitate pickup and delivery services for an additional cost. Regarding delivery of large equipment, we maintain our own inventory and relationships with the top delivery providers to ensure timely and safe delivery. We also have direct relationships with major manufacturers where we can leverage their dropship channels for delivery.

In our experience, the type of pick-up services that our customers require vary. As a result, we require more details to document our process. However, we will work with all customers to accommodate requested pick-up services and their unique specifications.

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Configuration Services Overview

Cobb County and OMNIA Partners can rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug and play deployment. We offer a wide array of services to address the various tasks involved in configuration projects including hardware and software installation and configuration, domain integration, branding, labeling, asset management, delivery & distribution. Our Configuration Centers roll out 2,600,000 products every year - more than 10,000 custom units a day.

Capabilities Overview

Our configuration team can provide many services, including:

- Hardware Integration: Including installation of memory, hard drives, NIC cards, video cards and a variety of other components.
- Software Configuration: Your computers, mobile devices and servers will come with OSs and apps pre-installed. We offer White Glove Service to prep and provision Chromebooks.
- Custom Imaging: Including image creation, maintenance and deployment, we can host a secondary server to connect to your SCCM or other image deployment server via VPN. Customizable options include pre- and post-imaging tasks like domain join and security upgrades.
- Rack Configuration: We mount and configure your network and security devices, rack-mount servers, chassis blade servers, storage, KVMs, UPSs and PDUs into a rack structure, then cable and label before shipping.
- Mobility Services: We configure and activate your tablets, phones, handhelds and Wi-Fi hotspots. Additionally, services that include MDM enrollment, App installations, IOS and Android updates are also available.
- Custom Laser Engraving: Your logos and other important information can be engraved onto notebooks, mobile devices and other equipment. We can laser engrave static content and/ or one field of dynamic content, such as the device serial number.
- Asset Tagging and Reporting: You have the option to use CDW/CDW•G-branded labels, customer-provided labels, or our team can build custom labels that we print on-demand, including UID/IUID identification labels for U.S. Government applications. Extensive information on your devices is available via the Order Reporting and Hardware Asset Management functions on your CDW Account Center.
- Network and Security Device Configuration: We configure firewalls, routers, switches, access points and IP phones for all the largest manufacturers. These services include system software/firmware upgrade or downgrade; uploading master configuration files; configuration of IP address, subnet mask and default gateway. All customization is based on your organization's unique specifications.
- Burn-in Services: We run your devices for 12 hours or more to ensure all components are working properly.
- Custom Packaging: This includes kitting, palletization, inserts and welcome letters and box labeling.
- Buy and Hold Services: This allows you to purchase products and have them held in a secure location anywhere from three months up to a year. CDW handles the configurations, customizations, logistics and shipping requirements to ensure your pre-defined deployment schedule is met.

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Configuration Services Project Management

CDW•G offers Configuration Services Project Management which works to ensure the success of projects and ongoing programs. Here are some of the key PM activities.

- Serve as the main point of contact (POC) for overall project communication, including escalations
- Communicates expectations and holds Internal CDW Services team accountable for meeting project timelines
- Establish and manage project schedule and expectations
    - The schedule is based on the customer's expected delivery and deployment dates and well as approved SLA and configuration volume commitment from the CDW Services Team
    - Schedules are subject to change. Schedule crashing may result in higher cost to meet increasing demand and/or it may not be feasible to meet requested deadlines due to insufficient planning and limited resource availability
- Manage rollout/delivery schedule
- Assign roles and responsibilities to members of the project team
- Conduct regular cadence calls with stakeholders (internal and/or external)
- Actively track and report status for open Configuration Services orders in the project
    - Order and status reports on an agreed to schedule
    - Format of reports can vary based on customer requirements and needs of the project
- Track and manage product availability for CDW Configuration Services to meet deployment schedule
- Manages escalated orders and changes in the schedule
- Escalate issues to management as needed

Quality Assurance

All Configuration Center workers are trained on CDW•G's best practice quality assurance procedures that include a comprehensive check of each system we touch. First, we verify the compatibility of all components to be installed. Second, we verify that each component is installed properly, and the hardware installation is complete. Finally, we ensure that all hardware and software are functioning according to manufacturer specifications. Each step is completed by a qualified technician and verified by a QC technician. CDW is ISO 9001:2008 compliant and the names of the primary technician and QC technician are recorded for all orders. All team members are held accountable for adhering to our quality assurance procedures. If any issues are encountered, CDW•G will contact you immediately to resolve the issue.

CDW•G also offers a Burn-in Service (available in 12 hour increments) which includes running a diagnostic program (where applicable) to test basic functionality. This service is designed to reduce the number of items that fail after a short period of use.

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Any defective or damaged devices that are discovered during the configuration or warehousing process will be removed from stock and replaced with new, functional devices. The damaged or defective devices will be returned to the manufacturer on CDW•G's behalf. This process will not require the customer's involvement and should happen transparently to the customer.

Additional notes for Imaging and Software configurations:

CDW•G has a team of engineers, technicians and team leaders trained to work on image and software deployments. Customer specific deployment instructions are strictly followed to ensure your devices are imaged and configured your way.

Managed Services - Service Levels

CDW's Managed Services offerings allow Cobb County and OMNIA Partners to contract for support of your networks, systems, databases, and select applications. Our modular approach to IT management allows you to select services that best support your individual organization goals and current capabilities.

CDW•G provides three levels of managed services:

- Advanced Monitoring
- Proactive Maintenance
- Availability Management

Each of the levels encompasses the previous levels (i.e. Silver includes Bronze). There is no loss in service when moving to a more comprehensive level, meaning that no operational tasks are lost when moving between levels.

Advanced Monitoring (Bronze)

Advanced Monitoring includes comprehensive monitoring and alerting for supported technologies. In addition to basic availability monitoring of devices and services, CDW also provides error/exception monitoring, threshold monitoring and performance utilization monitoring. All monitoring data is available through a web-based reporting engine.

Proactive Maintenance (Silver)

Proactive Maintenance includes patching services. CDW proactively monitors vendor patch availability, analyzes patch necessity and priority, and applies recommended patches to your system.

Availability Management (Gold)

Availability Management includes break/fix engineering support and an SLA for device availability. CDW's SLA for all Gold level modules is a 99.9% monthly services uptime guarantee.

Additional details for all three service levels are outlined in the table on the following page.

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Table 3: Service Levels

	GOLD	SILVER	BRONZE
24/7/365Operations	•	•	•
Engineers on T&M Basis	•	•	•
Critical Service and Event Monitoring	•	•	•
SNMP Variables	•	•	•
Performance Thresholds	•	•	•
System Events	•	•	•
Client Alert Notifications	•	•	•
Performance Reporting	•	•	•
Proactive System Patching	•	•	
Hot Fixes	•	•	
Service Packs	•	•	
Firmware Updates	•	•	
Break/Fix Support	•		
Change Control	•		
Engineering Support	•		
99.9% Uptime SLA	•		
Life Cycle Management	•		
Predictable Monthly Fee	•		

b. Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?

CDW•G accepts payment through:

- Credit Cards* (American Express, Discover, MasterCard, Visa)
- Checks
- EDI
- EFT (Electronic Funds Transfer)
- Procurement Cards

With a credit card order, CDW•G requires the credit card information at the time you place the order. Please note that we do not accept credit cards for term accounts.

CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

While CDW•G appreciates prompt payment, we do not offer discounts for early payment. Prompt payment ensures that CDW•G is able to continue offering low prices while managing our costs.

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Payments can be made to the following addresses:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

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Pricing [RFP 5.6]

a. Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.

• Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: (if applicable) –

- Manufacturer part #

- Supplier's Part # (if different from manufacturer part #)

- Description

- Manufacturer's Suggested List Price and Net Price

- Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

b. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).

c. If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.

Catalog Pricing

Cobb County		
Category	**Description**	**Discount % from CDW•G Advertised***
A	Accessories (A)	6.75%
B	Power, Cooling & Racks (B)	5.00%
C	Desktop Computers (C)	3.00%
C/DT	PC Compatible Desktop Computer (DT)	2.10%
C/DM	Apple Desktops (DM)	0.50%
D	Data Storage/Drives (D)	5.50%
E	Enterprise Storage (E)	5.00%
F	Point of Sale/Data Capture (F)	4.25%
H	Servers & Server Management (H)	4.00%
J**	Services (CDW Delivered) (J)	0.00%
L	Notebook/Mobile Devices (L)	2.50%
L/NM	Apple Notebooks (NM)	0.50%
L/NB	Notebook Computers (NB)	2.10%
L/NB/CBK	Chromebooks (CBK)	0.00%
L/RD	Tablets (RD)	2.25%
N	NetComm Products (N)	5.50%
O	Carts and Furniture (O)	5.00%
P	Printing & Document Scanning (P)	3.00%
Q**	Services (Partner Delivered) (Q)	3.00%

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Cobb County		
R	Client Configure-to-Order (R)	2.50%
S	Software (S)	4.00%
T	Collaboration Hardware (T)	4.25%
V	Video & Audio (V)	3.50%
W	Cables (W)	15.00%

CDW•G will provide Customer with a discount as a percentage off of CDW•G's Nationally Advertised Price (NAP) for the CDW•G defined Product Categories listed above, provided that Customer references this Agreement when placing an order with CDW•G.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW•G's standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.

We reserve the right to amend our price offering to accommodate the negotiated and mutually agreed upon Administrative Fees.

Clarifications

* "Advertised Price" or "Nationally Advertised Price" or "NAP", refers to CDW-G's List Price, a publicly available and verifiable price at cdwg.com

** These are services tied to CDW•G internal taxonomy J and Q, which includes subset of offerings such as configurations, warranty, and specific installation services, and are not subject to a Statement of Work. These do not include the services broken out in the individual tabs, including other professional services, which require a mutually executed Statement of Work between CDW•G and Customer.

Infrastructure as a Service	
Cloud Service Providers	
Provider	**Discount off MSRP**
Amazon Web Services	0%
Google Cloud Platform	0%
Microsoft Azure	0%

Our Infrastructure as a Service portfolio of AWS, GCP, and Azure is offered in conjunction with our Managed Cloud as a Service.

ServiceNow Solutions PaaS Offering	
Option	**Discount off MSRP**
ServiceNow IT Service Management Professional – Unrestricted User 2	0% (5% off CDW•G NAP)
ServiceNow Integrated Risk Management Professional – IRM User	0% (5% off CDW•G NAP)

If there is a CDW•G Nationally Advertised Price (NAP) available for above offerings, OMNIA Members will receive a discount of 2% off CDW•G NAP. The NAP is publicly available

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pricing for hundreds of thousands of offerings available 24/7, which is competitively benchmarked with competitive market conditions and adjusted frequently to provide a transparent public auditable index.

If NAP doesn't exist, then CDW•G will rely on MSRP pricing available to CDW•G or based on CDW•G quoted price.

Digital Velocity Solutions	
Role	Hourly Rate
DVS F-CTO	$350.00
DVS Digital Strategy Consultant	$305.00
DVS Digital Product Strategist	$270.00
DVS Principal Engineer / Tech. Lead	$350.00
DVS Architect	$300.00
DVS Senior Engineer	$250.00
DVS Engineer	$225.00
DVS Associate Engineer	$200.00
DVS Program Manager	$245.00
DVS Sr. Technical Project Manager	$230.00
DVS Technical Project Manager	$205.00
DVS Project Coordinator	$165.00

CDW•G's full-stack engineering services team, a part of a specialized group identified as Digital Velocity Solutions (DVS), focuses on digital transformation from code to cloud, and data center to database. The roles listed below are for the skilled engineers that make up this practice.

For this proposal, we are offering the following DVS roles:

- DVS F-CTO
- DVS Digital Strategy Consultant
- DVS Digital Product Strategist
- DVS Principal Engineer / Tech. Lead
- DVS Architect
- DVS Senior Engineer
- DVS Engineer
- DVS Associate Engineer
- DVS Program Manager
- DVS Sr. Technical Project Manager
- DVS Technical Project Manager
- DVS Project Coordinator

The responsibilities of each role are dependent on the statement of work breakdown in the specifics of the project. All of these roles work within the Digital Velocity Solutions team and uphold the go-to-market strategy of DVS.

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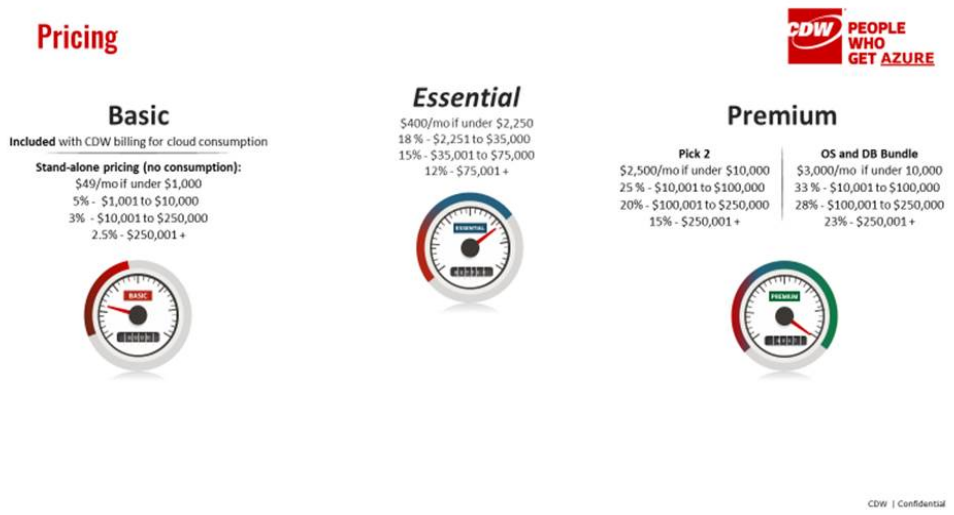
Managed Services	
Managed Service Basic / Essential / Premium Support for AWS, GCP, and AZURE	**Monthly Price*** Fees are based on a percentage of the customer's actual consumption of AWS, GCP, Azure services.
Basic Service - $0K to $10K	As Invoiced
Basic Service - $10K to $250K	As Invoiced
Basic Service - $250K+	As Invoiced
Essential Service - $0K to $35K	As Invoiced
Essential Service - $35K to $75K	As Invoiced
Essential Service - $75K+	As Invoiced
Premium Service - $0K to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced
* If CDW•G is billing the customer for Basic consumption, no pricing uplift is applied.	



ServiceNow Solutions	
Role	**Hourly Rate**
ServiceNow Associate Project Manager	$165
ServiceNow Associate Consulting Engineer	$170

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ServiceNow Engagement Manager	$235
ServiceNow Business Process Consultant	$255
ServiceNow Principal Consultant	$275
ServiceNow Organizational Change Management Consultant	$275
ServiceNow Integration Expert	$250
ServiceNow Quality Assurance Expert	$200
ServiceNow Solution Architect	$255
ServiceNow Technical Consultant / Developer	$220
ServiceNow Trainer	$235

A continuation of our ServiceNow solutions practice as listed above in our managed services category, this section of ServiceNow solutions related services pricing encompasses several roles that Cobb County and OMNIA Partners can successfully utilize in the creation and implementation of ServiceNow solutions initiatives and projects.

Amplified IT SaaS Offerings*	
Option	**Discount off MSRP**
Gopher products	2%
Little SIS	2%
Amplified Services	
Google for Education (GFE)	
Option	**Discount off MSRP**
GFE Audit - K-12	2%
GFE Audit - Higher Ed	2%
GFE KickStart Package	2%
GFE Support - Support Hours	2%
GFE Support - 20 Support Hours	2%
GFE Support - 40 Support Hours	2%
GFE Support - Adhoc Support Hours	2%
North American GFE Technical Collaborative	2%
GFE Training/Consultancy - Full Day Onsite	2%
GFE Chrome Checkup	2%
Amplified IT Training	
Option	**Discount off MSRP**
Amplified IT Admin Level 1 Certification Training - Self-Paced	2%
Amplified IT Admin Level 2 Certification Training - Self-Paced	2%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	2%
Amplified IT Admin Security Bundle	2%

These services are available to education entities only.

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Staff Augmentation			
Role	Standard	Mid-Level	Senior
Infrastructure Architects	$170.00	$180.00	$195.00
Solutions Architects	$175.00	$195.00	$215.00
Site Reliability Engineers	$185.00	$195.00	$205.00
Network Administrators	$100.00	$115.00	$125.00
Network Engineers	$135.00	$150.00	$165.00
Network BAs/BSAs	$130.00	$135.00	$140.00
Systems Administrators	$115.00	$130.00	$145.00
Systems Engineers	$140.00	$155.00	$170.00
Systems BAs/BSAs	$135.00	$145.00	$155.00
Storage Engineers	$165.00	$160.00	$195.00
Virtualization Engineers	$135.00	$155.00	$180.00
Salesforce Administrators	$125.00	$155.00	$185.00
Salesforce Engineers	$175.00	$195.00	$215.00
Salesforce Developers	$165.00	$175.00	$185.00
ServiceNow Administrators	$155.00	$165.00	$175.00
ServiceNow Engineers	$165.00	$180.00	$195.00
ServiceNow Developers	$150.00	$165.00	$180.00
SolarWinds Engineers	$165.00	$180.00	$205.00
AWS Engineers	$185.00	$205.00	$225.00
AWS Developers	$170.00	$175.00	$180.00
Azure Engineers	$180.00	$195.00	$215.00
Azure Developers	$135.00	$145.00	$160.00
GCP Engineers	$200.00	$235.00	$265.00
GCP Developers	$200.00	$235.00	$265.00
Front-end Developers	$165.00	$170.00	$175.00
Back-end Developers	$170.00	$180.00	$185.00
Scala Developers	$200.00	$215.00	$225.00
Project Managers	$135.00	$150.00	$165.00
Scrum Masters	$165.00	$180.00	$195.00
DevOps Engineers	$165.00	$175.00	$190.00
Software Development Engineer in Test	$170.00	$180.00	$195.00
InfoSec Analysts	$145.00	$160.00	$175.00
Quality Assurance Analysts	$140.00	$150.00	$160.00
Quality Assurance Engineers	$140.00	$150.00	$160.00

The market for qualified resources is more competitive than ever and finding reliable talent can be difficult. CDW•G's Staff Augmentation services take the hassle out of resourcing. We maintain relationships with thousands of qualified resources and provide organizations with the best candidates the first time around. Whether Cobb County and OMNIA Partners need a resource for just a few weeks, several months, semi-permanent, or permanently, our critical

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TTM (Time to Market) solutions will help Cobb County and OMNIA Partners scale up or down rapidly depending on where they are in the project lifecycle.

Managed Services Application	
Item	**Rate**
Microsoft System Center Configuration Manager (SCCM) - Gold	$517.50
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$545.10
DHCP Support add to MS AD above	$155.94
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$828.00
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,587.00
Microsoft Active Directory Federation Services (ADFS) - Gold	$745.20
Mimix/iTERA for iSeries - Gold (Priced PER "a" and "b" side)	$207.00
Managed Services Backup	
Item	**Rate**
IBM Tivoli Storage Manager Gold	$2,070.00
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,138.50
Cohesity RMS SM: 1-250 VMs - Gold	$1,138.50
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,656.00
Commvault RMS Backup Environment Large: 601-1000 VMs - Gold	$2,070.00
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,622.00
Veeam RMS SM: 1-250 VMs - Gold	$1,138.50
Veeam RMS Med: 251-600 VMs - Gold	$1,656.00
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,070.00
Veeam RMS XL: 1000+ VMs - Gold	$2,622.00
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,138.50
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,656.00
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,070.00
EMC Avamar RMS XL: 1000 VMs - Gold	$2,622.00
EMC Data Domain - Gold	$2,070.00
Microsoft System Center DPM - SM <100 - Gold	$1,656.00
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,070.00
Microsoft System Center DPM - Lrg >500 Gold	$2,622.00
Microsoft System Center DPM - XL - Gold	$3,312.00
Managed Services OS	
Item	**Rate**
Windows O/S - Gold	$77.63
Linux O/S (Red Hat/ SUSE) - Gold	$155.94
AIX O/S - Gold	$295.32
IBM System I - Gold	$1,242.00
Managed Services Security	
Item	**Rate**
Cisco ASA - Gold	$560.28
Cisco Firepower Services (Per Sensor) - Gold	$313.26
Cisco Firepower Threat Defense - Gold	$614.10
Palo Alto Firewall wo Panorama - Gold	$523.02

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Palo Alto Firewall w Panorama - Gold	$523.02
Palo Alto Panorama - Gold	$253.92
Cisco Identity Services Engine (ISE) - Gold	$513.87
Fortinet Firewall wo FortiManager – Gold	$523.02
Fortinet Firewall w FortiManager – Gold	$523.02
Fortinet FortiManager – Gold	$253.92
Fortinet FortiAnalyzer – Gold	$77.28
Cisco Umbrella - Gold (Per User)	$0.84
Managed Services Virtualization	
Item	**Rate**
VMware ESXi - Gold	$200.10
Nutanix AHV - Gold	$200.10
Microsoft Hyper-V - Gold	$200.10
Managed Services Storage	
Item	**Rate**
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,035.00
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$16.56
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.21
SAN Switch - Gold	$227.70
Controller: NetApp (Priced per controller) - Gold	$1,035.00
Controller: EMC (Priced per controller) - Gold	$1,035.00
Controller: IBM (Priced per controller) - Gold	$1,035.00
Managed Services UC	
Item	**Rate**
Call Control: Cisco Analog Voice Gateway- Gold	$18.63
Call Control: Cisco CUCM/IM&P Server - Gold	$517.50
Call Control: Cisco Unity Connection (UCONN) - Gold	$379.50
Call Control: Cisco Voice Gateway - Gold	$69.00
Call Control: Cisco Business Edition 6000 Lifeline - Gold	$772.39
Call Control: Cisco Attendant Console (CUxAC) - Gold	$517.50
Call Control: VistaPoint Attendant Console - Gold	$517.50
Call Control: Cisco Call Manager Express - Gold	$172.50
Call Control: Cisco Unified Border Element (CUBE) - Gold	$172.50
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$138.00
Call Control: Cisco Prime Collaboration Deployment - Gold	$138.00
911: Cisco Emergency Responder (CER) - Gold	$379.50
Voice Mail: Cisco Unity Express - Gold	$172.50
Notification: InformaCast from Singlewire - Gold	$379.50
Call Experience Testing - 2CPH - Gold	$472.10
Managed Services Contact Center	
Item	**Rate**
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$450.00
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold	$434.70

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(Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger, and Peripheral Gateway (PG).)	
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$434.70
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$386.40
Contact Center: Virtualized Voice Browser (VVB) - Gold	$103.50
Contact Center: UCC Express (UCCX) / Finesse - Gold (Contact Center Express, Cisco Finesse, or IPIVR/VRU)	$434.70
Contact Center: Cisco Unified Intelligence Center - Gold	$432.54
Contact Center: SocialMiner - Gold	$434.70
Contact Center: 2Ring Dashboards and Wallboards - Gold	$434.70
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$434.70
Contact Center: Enterprise Chat and Email (ECE) - Gold	$434.70
Contact Center: eGain Analytics - Gold	$386.40
Contact Center: ESNA Cloudlink - Gold	$138.00
CVP: CVP Operations Console - Gold	$386.40
CVP: SIP Proxy (CUSP) - Gold	$193.10
CVP: Ingress Gateway - Gold	$103.50
CVP: VXML Gateway - Gold	$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	$138.00
Managed Services UC Video	
Item	**Rate**
Cisco WebEx Meetings Server (CWMS) - Gold	$379.50
Cisco WebEx Cloud Connected Audio - Gold	$424.81
Cisco Meeting Place Express - Gold	$379.50
UC Video: Cisco Meeting Server (CMS) - Gold	$207.00
UC Video: Cisco Meeting Manager (CMM) - Gold	$207.00
UC Video: Cisco Telepresence Content Server - Gold	$379.50
UC Video: Expressway-C / Expressway-E - Gold	$207.00
UC Video: Telepresense Management Suite (TMS) - Gold	$517.50
Cisco Webex Hybrid Directory Connector - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$207.00
UC Video: MSE Chassis - Gold	$138.00
UC Video: MCU MSE Blade - Gold	$103.50
UC Video: Gateway (GW) MSE Blade - Gold	$103.50
UC Video: Endpoint Management - Gold	$69.00
UC Video: Telepresense Server Blade - Gold	$103.50
UC Video: Telepresense MCU - Gold	$103.50
Managed Additional Services	
Item	**Rate**
Managed Services Engineering and Consulting	$240.00

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These rates are subject to re-evaluation after the initial 3-year contract term.

Time and materials support - out of scope services

Hourly price is $240

Recurring services are subject to monthly minimum fees and time and materials support is subject to additional terms

Unscheduled after hours support is 2x hourly rate with a 2 hour minimum requirement Managed Services Application requires a specific Statement of Work executed between the customer and CDW•G. Managed cloud services operate in conjunction with a consumption-based model and are calculated on a solution-specific basis.

Other Professional Services	
Role	**Hourly Rate**
Associate Consulting Engineer	$175.00
Consulting Engineer	$215.00
Senior Consulting Engineer	$225.00
Technical Lead / Principal Consulting Engineer	$255.00
Enterprise Consulting Architect	$255.00
Business Consulting Analyst	$245.00
Project Administrator	$165.00
Project Manager	$210.00
Senior Project Manager	$215.00
Enterprise Project Manager, PMO Lead	$230.00
Program Manager	$230.00
Technical Architect	$350.00
Incident Responder/Forensic Analyst	$350.00

Our project managers and consultants work directly with you to design and implement every facet of Cobb County and OMNIA Partners solutions. After assessing the current environment and business objectives, we'll produce a detailed project blueprint. Partnering with existing staff, CDW•G will oversee the full implementation of the solution. We will conduct a quality assurance methodology and troubleshoot as necessary. An in-depth closeout meeting to make sure Cobb County and OMNIA Partners are ready to take the reins. Our end-to-end support ensures that the solution can improve customer experience, increase efficiency, and free up your team to focus on what matters.

CDW•G services offer you an unusual combination of the close relationship and easy access of a local provider who understands Cobb County and OMNIA Partners environment inside and out, and the scale, efficiency, and resources of a multinational provider.

Our deep expertise across a full range of integrated technology solutions backed by deep industry specialization allows us to provide flexible, end-to-end services to our customers. Our on-demand resources assist and scale your IT team's needs, freeing them up to focus on delivering bottom-line value and innovation. CDW•G understands each solution is unique and For all hourly rates proposed by CDW•G in this pricing file and contained within our proposal, our offer is contingent on a 5% year over year escalation, on the contract's annual anniversary date, which will act as a not to exceed rate.

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CDW•G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services, where practical and applicable. During the contract term, CDW•G reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to Cobb County and OMNIA Partners for review and approval. Cobb County and OMNIA Partners will review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days upon presentation.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW in Appendix A.

OMNIA and its members/participating entities acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Cobb County, OMNIA, and its members/participating entities rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, Cobb County and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Cobb County, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering."

For any service engagement, if there are applicable Travel and Expenses (T&E) charges, they will be agreed and mutually executed upon in a comprehensive Statement of Work. However, CDW•G will utilize its national footprint of service providers and in-market engineers. We also utilize remote technologies and services where applicable to mitigate such expenses.

For all non-cloud consumption-based offerings, our price list can be found at the following link:

CDW Premium Page - Cobb County Purchasing Department (cdwg.com)

CDW•G is excited by the prospect of supporting Cobb County and OMNIA Partners in their mission to create a relevant yet flexible contract solution to provide IT solutions among public sector entities. To this effect, we've developed this page to fulfill the request for electronic price lists (where applicable) as outlined in the RFP.

On this landing page, evaluators can access solution information (Manufacturer Part #, CDW•G part #, Description, Nationally Advertised Price, and Price to Cobb County) by clicking on the "Contracts" page, then clicking the available link, and then selecting the category of interest for relevant solutions.

This price list includes, where applicable, manufacturer part number, offeror part number, description, manufacturers suggested list price and net price, and net price to OMNIA Partners.

Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, PaaS, among others. CDW•G's pricing is based on publisher list price (MSRP), where available to CDW•G. In cases, where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW•G quoted price. This structure provides the necessary flexibility, to enable OMNIA Members/participating entities to make purchases offerings, as cloud offerings evolve, through life of our contract.

AWS, Azure, and GCP utilize price calculators for typical engagements and other variables to determine price specific to customer's needs.

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For more information directly from each manufacturer, please visit the following links for more information:

- Azure
- AWS
- GCP

SaaS Pricing for Gopher Products and Additional SaaS for Amplified IT

The offered pricing discount above applies to a la carte and bundle packages of Gopher applications.

SaaS items are priced at a 2% Discount off MSRP. Amplified IT MSRP can be found at the following link: https://www.amplifiedit.com/msrp/

b. Subject to applicable law, Supplier represents that under this Agreement it will make reasonable commercial efforts to offer prices that are competitive with the prices Supplier offers to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions. When possible, our account teams will work with manufacturers to provide even deeper discounts to the competitive offering we are proposing. As we are leveraging our purchasing power in the marketplace, we are not at this time offering discounts on volume orders for this contract. This purchasing power allows us the ability to provide great prices, no matter if you purchase 1 item or 1,000 items.

c. We do not plan to include leasing or financing options at this time, though if Cobb County and/or OMNIA Partners is interested in learning more, we have an entire team and partner network who can provide financing options.

Financial Statements [RFP 5.7]

Proposers shall submit a recent history of financial solvency and provide the following:

a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.

b. Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.

c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

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CDW•G cannot supply a Dun & Bradstreet report as it violates our contract with Dun & Bradstreet. Cobb County and OMNIA Partners can obtain a report for CDW•G from Dun & Bradstreet.

CDW Government LLC's Dun & Bradstreet number is: 02-615-7235.

Our parent company, CDW Corporation, has a 5A3 D&B rating. CDW Corporation's Dun & Bradstreet number is: 80-806-8253

As a publicly owned company, our financial statements are publicly available. A link to our 10k report can be found here. https://s23.q4cdn.com/113947819/files/doc_financials/2020/ar/CDW-2020-Annual-Report-Form-10K.pdf

Quarterly report link https://investor.cdw.com/financials/quarterly-results/default.aspx

CDW•G has not had a bankruptcy petition filed in its name, voluntarily or involuntarily.

As required with this RFP, we have included our Financial Ratio Evaluation Template, in which we scored a 3 on the Flash Drive. This document is titled *CDWG Response to Cobb County OMNIA_RFP 23-6692_Financial Ratio Evaluation Template.*

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National Contract [RFP 5.8]

a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.

b. The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.

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a) We have included a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative contract in the following section Supplier Response and included all applicable required forms in Appendix B: Required Forms. These sections thoroughly explain our experience, our strong national presence, how we will educate our national sales force, how products and services will be distributed nationwide, our marketing plan and how volume will be tracked.

b) We understand we will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. We have provided our proposed exceptions in Appendix E: Exceptions. We look forward to negotiating in good faith with Cobb County and OMNIA Partners.

Supplier Response [RFP 3.0]

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

Company [RFP 3.1]

A. Brief history and description of Supplier to include experience providing similar products and services.

Founded in 1984, CDW LLC (CDW) is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and are blanketed in the field with our field account executives. To provide each customer with one contact who is knowledgeable of every nuance of their organization Account Teams are further segmented by agency type, Education (K12/High Ed) or Government. This allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the US, currently carrying more than 100,000 name-brand technology products from over 1,100 leading IT manufacturers. CDW•G

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delivers more than just products; we deliver IT solutions and services in a manner consistent with procurement guidelines and customer preferences. We offer flexibility in how customers engage with and buy from us. We have the subject matter experts to advise on the right IT solutions and the purchasing avenues to accommodate efficient and seamless procurement. We pride ourselves on our innovation and ceaseless desire to deliver an excellent customer experience.

B. Total number and location of salespersons employed by Supplier.

CDW•G currently employs more than 6,000 coworkers, part of our larger organization of 13,900 coworkers nationwide and in Canada, with more than 28 different locations. Located across the US, CDW•G has more than 1,225 Account Managers and 60 Advanced Technology Account Executives forming Account Teams segmented into five verticals: Higher Education, K-12 Education, Healthcare, Federal Government, and State & Local Government.

At CDW•G, we connect our customers to their technology and unlock additional value that goes beyond the business challenges they need to solve. As IT solutions have evolved, we recognize that their utilization now means different things across the nation. Whether it's State Agencies, Local Governments, Universities, or K-12 classrooms, we have adapted along with SLED customers' changing needs to help them maximize their investments and identify new ways to make the IT products and related services truly work for them.

Our sales force acts as the core of this effort. Employing an iterative approach to identifying, deploying, and adjusting IT solutions, our sellers and supporting teams ensure that customers have dynamic solutions addressing current and anticipated needs.

Our Account Teams are organized geographically enhancing their knowledge of the local landscape including key partnerships and local practices for contracting. Supporting our Account Teams are technology specialists and engineers, including segment-specific experts, like our K-12 Classroom Strategists. All of these coworkers will act as an extension of our Account Teams in support of Cobb County and OMNIA Partners.

Through their expertise in specific solution sets, our subject matter experts advise customers on the technology to make informed decisions in support of mission-critical objectives. Wherever Cobb County and OMNIA partners are located, CDW•G will meet these customers' needs.

Account Managers per segment:

- State and Local Government: ~225
- Higher Education: ~200
- K-12 Education: ~350
- Healthcare: ~250
- Federal Government: ~200

C. Number and location of support centers (if applicable) and location of corporate office.

CDW•G Headquarters is located at 230 N. Milwaukee Ave., Vernon Hills, IL 60061. At CDW•G, our sales strategy is based on being a locally-focused organization with a national presence. We want OMNIA Partners to understand the breadth and depth of our organization. Our sales offices are widespread throughout the US., allowing our sales teams to be where OMNIA Partners are located.

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CDW•G has two warehouses and more than 25 US sales offices, including a state-of-the-art 5,000 sq ft office in the Nashville area. Our office locations include:

Table 4: CDW•G Office Locations

Office Locations				
Chandler, AZ	Glendale, CA	Shelton, CT	Tampa, FL	Chicago, IL
Lincolnshire, IL	Vernon Hills, IL	Evansville, IN	Indianapolis, IN	Detroit, MI
Grand Rapids, MI	Minneapolis, MN	Las Vegas, NV	Cherry Hill, NJ	Eatontown, NJ
Cincinnati, OH	Cleveland, OH	Nashville, TN	Dallas, TX	Reston, VA
Bellevue, WA	Appleton, WI	Madison, WI	Milwaukee, WI	Wausau, WI
New York City, NY				

D. Annual sales for the three previous fiscal years.

CDW•G is a wholly-owned subsidiary of CDW LLC. CDW•G has a consistent history of demonstrating continued revenue growth, as shown in the table below. OMNIA Partners should take note of that CDW•G itself is financially stable, and has the ability to leverage additional financial stability through CDW LLC.

Net sales for the past three years have been the following

Table 5: Annual Revenue

CDW and CDW•G Annual Revenue		
Fiscal Year	**CDW Total Revenue**	**CDW•G Revenue Contribution**
2021	$20.82 Billion	$8.18 Billion
2020	$18.47 Billion	$8.13 Billion
2019	$18.03 Billion	$6.9 Billion

a. Submit FEIN and Dunn & Bradstreet report.

FEIN

CDW•G FEIN: 36-4230110

Dunn & Bradstreet Number:

We appreciate the Cobb County's request for our most recent Dunn & Bradstreet Business Report; however, providing copies of CDW•G's Dunn & Bradstreet Business Report creates a breach of contract with Dunn & Bradstreet, and as such, Cobb County can choose to directly obtain a copy of the report using CDW•G's Dunn & Bradstreet Number 02-615-7235.

E. Describe any green or environmental initiatives or policies.

CDW•G has long been conscious of our impact on the environment, especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

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CDW•G recognizes the need for responsible environmental management and conservation of resources and has demonstrated its commitment to environmental management and principles of sustainable development through its beGreen™ program. The beGreen™ program provides coworkers a platform to reduce, reuse and recycle to make CDW•G's operations leaner, more efficient and more environmentally responsible. Since the program's inception, we have seen overwhelming coworker participation in beGreen™. CDW•G has a cross-functional team of coworkers who contribute to program management and work to ensure the consistency and integrity of the beGreen™ program standards. CDW•G has recycling programs for paper, aluminum, glass, plastic, corrugate, batteries, and wooden pallets. Our dedicated beGreen™ staff continually looks for more ways to be environmentally responsible. beGreen™ focuses on several key areas:

Coworker education

- Community awareness recycling
- Resource conservation
- ISO14001

Figure 18: CDW•G beGreen Initiative

ISO 14001:2015 Certification

CDW•G has achieved the ISO 14001:2015 Environmental Management System (EMS) standard certification. The certification has been awarded to CDW•G's Vernon Hills, IL and North Las Vegas, NV distribution centers and attached offices. CDW•G's distribution centers use 100% recyclable packing material and shipping containers that also provide maximum protection for your IT assets. As part of our EMS, we conduct in-depth internal audits and self-assessments to support continual improvement. We review our significant environmental impacts each year and set targets to reduce them.

EPA Green Power Partnerships

CDW•G participates in the United States Environmental Protection Agency's (EPA) Green Power Partnership program. In 2008, we began purchasing 100% green power for our two data centers in the Madison, Wisconsin area through the Madison Gas and Electric (MGE) Green Power Tomorrow program. We purchase almost 12 million kilowatt-hours per year of renewable energy, making CDW•G the largest private buyer in MGE's Green Power Tomorrow program.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

OMNIA Partners promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and women-owned businesses, small businesses, veteran owned businesses, and LGBT-owned businesses. OMNIA Partners' ideal vendor on this contract will empower and work with all types of diverse suppliers in the marketplace, not just one or two.

CDW•G does not hold small or diverse business certifications. Our focus is creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. We have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to Cobb County and OMNIA Partners opportunities. In our experience, customer diversity initiatives are not always met by one or two specific certifications.

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In our experience, customer diversity initiatives are not always met by one or two specific certifications. CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications, among others:

- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Women Business Enterprise (WBE)
- Lesbian Gay Bisexual Transsexual Business Enterprise (LGBTBE)
- Veteran Business Enterprise (VBE)
- US Business Leadership Network Disability Supplier Diversity Program (USBLN DSDP)
- Women-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)
- Small Business
- HUBZone

Supplier Diversity Program

CDW•G's Supplier Diversity program goal aims increase procurement opportunities for direct and indirect spending with diverse businesses across the country. The CDW•G philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to provide the best customer experience while contributing to economic growth in diverse communities.

BILLION DOLLAR ROUNDTABLE

One of our greatest points of pride at CDW•G is that in 2019, our diversity efforts were recognized and CDW•G was formally inducted into the Billion Dollar Roundtable. This is an exclusive group of U.S.-based companies that procure more than $1 billion annually from minority- and women-owned businesses. To read more about this group, please see https://www.billiondollarroundtable.org/.

Our 2021 annual spend with small and diverse businesses via our Business Diversity Program grew to a record $3.4 billion. These diverse businesses profited from increased revenue through CDW's creation of 29,254 jobs and more than $1.7 billion paid in wages. Since launching our Supplier Diversity Program, total spending with small and diverse businesses is above $20 billion.

Our Director of Business Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2021. Other accolades of diversity excellence in 2021 include:

- US Veterans Magazine Best of the Best Supplier Diversity Program
- Professional Women's Magazine Best of the Best Supplier Diversity Program
- Black EOE Journal Best of the Best Supplier Diversity Program
- HISPANIC Network Magazine Best of the Best Supplier Diversity Program
- Supplier Diversity Program Best of the Decade by MBN Diversity

One more important aspect of the CDW•G Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW•G is a National Corporate Member of

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the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. We also support other organizations with a supplier diversity focus, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, and the National Veteran-Owned Business Association, and the National Gay & Lesbian Chamber of Commerce.

CDW•G contributes financially to these organizations and engages in advisory councils, attends and hosts events, and provides resources to support these organizations' focus on continued growth and success.

In addition, 50% of our Executive Council (our C-Suite executive board; i.e. CEO, COO, CFO, CIO, etc.) members are women.

Using CDW•G Diversity Partners

CDW•G is continuously developing other diverse partnerships to meet our customers' needs. These relationships include, but are not limited to, product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfillment through presales and service engagements. We recruit diverse and disadvantaged partners locally and regionally since customer spending goals are typically tied to local laws and require the partner to be certified within their city or state.

These various engagement models allow Participating Agencies the choice to engage with the diverse partner that suits their technology needs and where the diverse partner's business is best suited to provide support in the sales cycle.

We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Business Diversity program offers a broad and robust partner network.

The following are a few ways that CDW•G can support Participating Public Agencies in meeting their diverse supplier goals:

- Educate users on CDW•G's business diversity program and how to initiate a planning session
- Conduct customer-focused planning sessions with CDW•G Account Manager and supplier diversity program representative
- Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around supplier diversity
- Perform ongoing engagement to adjust plans as necessary

More details on our Tier I and Tier II Programs can be found below.

Tier I Program

CDW•G is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spending goes directly to the diverse firm. We offer an online registration tool where businesses can register for future opportunities with CDW•G. Our growing list of suppliers means that Cobb County and OMNIA Partners can count on CDW•G to deliver against their diversity spending targets. CDW•G has also partnered with diverse leasing companies to support Cobb County and OMNIA Partners Tier I spend requirements.

Tier II Program

To foster even more opportunities for small, diverse businesses, we a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution, and logistics partners. The program's

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goal is simple: to further opportunities for competitive diverse companies to supply goods and services. In this model, CDW•G purchases the products from diverse suppliers and delivers them to our customers. CDW•G can provide Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

CDW•G does not meet any of the below certifications in any classified areas. Though not a woman-owned company, it is important to note that since January 1, 2019, CDW has been led by a woman executive—CEO Christine Leahy. Leahy has been with the company for 17 years, previously served as the company's chief revenue officer, and was the company's first general counsel.

Women comprise over half the U.S. population but remain underrepresented in leadership positions. Less than 10% of the top executives in Fortune 100 companies are women while only 6.6% of Fortune 500 CEOs are women.

Considering these statistics, along with a general underrepresentation of women in IT, CDW•G is setting the pace with Leahy as the second female CEO of a Fortune 500 company in Illinois, and with female leaders making up 40% of our executive leadership. Fairygodboss recognized CDW (and thus CDW•G), ranked 2nd, as one of the best places for women to work. At CDW•G, we aim for equity from the inside out, and our executives are leading by example.

CDW•G does not hold any certifications in any of the classified areas listed below.

Table 6: Minority Certifications

Category	Response
a. .Minority Women Business Enterprise	No
b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)	No
c. Historically Underutilized Business (HUB)	No
d. Historically Underutilized Business Zone Enterprise (HUBZone)	No
e. Other recognized diversity certificate holder	No

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As needed throughout the contract, CDW•G may look to bring on additional vendors. CDW•G has partnerships with more than 1,000 diverse organizations all across the US.

The way that CDW•G categorizes our subcontractors and affiliates is unique. CDW•G sometimes contracts with third parties to deliver services when there are constraints on our resources. Our Partner Services group manages these companies. These incorporate in-depth processes for determining who we work with. Our Partner Services team is comprised of Professional Service Managers and billable project managers who oversee partner management and project oversight. These service managers work directly and collaboratively with our operations team which is comprised of billing administrators and project coordinators that are engaged at the deal level. Each partner receives a review throughout the year ranging from quarterly to yearly depending on their level of engagement with CDW•G along with

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engagement level surveys to manage and control quality. Partners are held to a minimum survey score to continue performing work for CDW•G.

Depending on the unique needs of each opportunity, the CDW•G Account Teams will work with OMNIA Partners to develop a solution that is both comprehensive and strategic to the specific partner. The partner chosen will be specialized based on the work and needs of the customer. Details of the chosen partner will be provided to the interested party during scoping. Many of our partners include certifications as defined in our Diversity Programs section above, and listed additionally below:

- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Women Business Enterprise (WBE)
- Lesbian Gay Bisexual Transsexual Business Enterprise (LGBTBE)
- Veteran Business Enterprise (VBE)
- US Business Leadership Network Disability Supplier Diversity Program (USBLN DSDP)
- Women-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB)
- Service-Disabled Veteran Owned Small Business (SDVOSB)
- Small Business
- HUBZone

Post-scoping, our services projects follow our Project Management Engagement Methodology which includes a heavy emphasis on communication among the parties to the contract, especially between CDW•G and the customer. These communication points include regular meetings and reports to monitor status, risks, issues, and plans.

Our manufacturing partners (such as Cisco, HP, and Microsoft) are considered subcontractors when they perform services engagements with us. We work very closely with our manufacturing partners and have many of their badged workers in our locations working with our engineering teams and brand managers. In this way, our CDW•G teams stay current with our vendor partner offerings as well as plans for product end-of-life and new product introductions. Our sales teams meet with our manufacturing partners quarterly and participate in sales training regularly to stay up to date on their latest offerings and offer you the peace of mind that you have a knowledgeable sales staff supporting you.

I. Describe how supplier differentiates itself from its competitors.

Technology requires more than fulfilment – it warrants a vendor who provides quality products and customer experience. A significant priority in SLED IT initiatives is flexible, adaptive technology that can securely promote user needs. It's not enough to provide customers with access to products they want quickly and efficiently. Procurement officers need to understand their options, and SLED agencies need to know their products are securely sourced.

Our position as a leading technology solutions provider with extensive experience working with OMNIA Partners, a mature public sector practice, robust relationships with SLED customers across the nation, mature logistics capabilities, secure and responsible sourcing processes, a fully developed contract management department, and an in-depth marketing approach all combine to create a procurement solution that no other vendor can offer.

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OMNIA Partnership & Contract Experience

Not only is our sales force well-versed in growing contracts but they are experienced in promoting OMNIA Partners contracts, specifically. We believe the contract structure that Cobb County and OMNIA Partners offer combined with our expertise in promoting dynamic procurement solutions with our broad customer ecosystem offer a unique opportunity to optimize contract adoption and growth. Collectively, we can remove the complexity of procurement and technology that our customers often encounter.

Additionally, CDW•G's program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and administer contract procedures, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments. As depicted, we continuously evolve to support our key strategic relationship with OMNIA Partners. We look forward to the possibility of working with Cobb County to apply best practices and lessons learned from our OMNIA relationship to further this evolution.

Public Sector Expertise

We have over 30 years of extensive experience in providing solutions to public sector customers across segments (federal, education, state and local). Our parent company, CDW LLC, was established in 1984, and CDW•G was established in 1998 in order to better serve our government, state & local, and education customers. CDW•G is now among the largest K-12 technology solutions providers as a trusted IT partner to more than 15,000 K-12 schools, as well as approximately 3,000 colleges and universities. Public sector business comprised roughly 40% of our total annual revenue in 2021. We maintain over 1,000 contracts in order to serve these customers efficiently and compliantly. Our portfolio demonstrates widespread adoption and relevance with customers actively transacting across all 50 states.

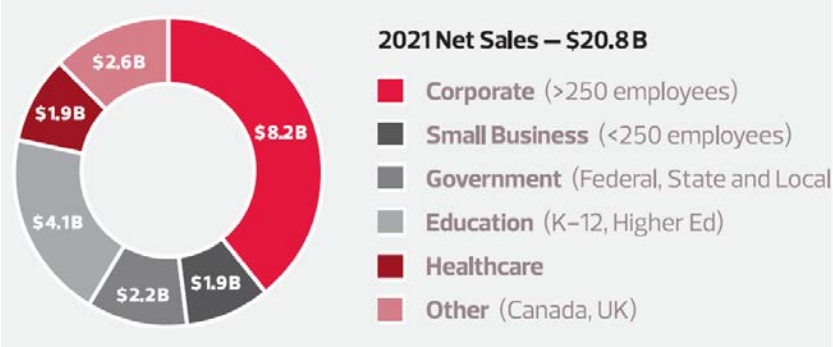

Figure 19: Distribution of 2021 Net Sales

Blended Distribution Model

A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products, at the right value, right when you need them. Many of our competitors rely on what we refer to as "virtual warehouses." This occurs when a reseller is entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEM's and distribution partners' fulfilment capabilities with our own distribution centers to optimize quick and accurate fulfilment.

Onsite Inventories

In fact, many technology manufacturers choose CDW•G as their primary reseller because of our vast large, on-hand inventories and effective inventory management procedures. CDW•G has two large strategically located distribution centers controlled by a Warehouse Management

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System (WMS) that ensures speed and accuracy throughout the order fulfilment and distribution processes. CDW•G's marketing and purchasing departments continuously monitor trends within the IT industry to ensure that we are stocking the latest technology for immediate shipment. With our secure supply chain, we also take proactive measures to reduce the risk of obsolescence and other inventory discrepancies that contribute to increased costs.

Strong Manufacturer and Distribution Partnerships

Our delivery model combines manufacturers, distribution channel partners and leading carriers to facilitate quick product turnaround. As one of the largest direct market resellers, CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates.

To supplement our direct purchasing model, CDW•G has strong affiliations with principal channel distributors. We have partnered with numerous distributors to supplement our direct purchasing model. Such partners include Tech Data, Ingram Micro, SYNNNEX, Avnet, Arrow Electronics, and D&H Distributing Company. They send us daily Electronic Data Interchange (EDI) downloads which provides visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information which is subsequently available to members through our online catalog.

In-Depth Marketing Approach

We also differentiate ourselves from our competitors through our in-depth marketing approach. We utilize an in-house marketing process based on strategy and we keep customer business outcomes in mind while we utilize our deeply rooted customer network as a function of our account management relationships. CDW•G will utilize a number of proven activities to publicize and promote this new Agreement. Our live touch approach includes a proactive communication program, as well as both inside and field sales teams meeting with eligible users.

Our customers rely on their account manager as an expert resource; this includes leveraging contracts. Most often, when a customer purchases from a specific contract, it is because of a direct suggestion from their account manager. CDW•G's sales and marketing plan combines past CDW•G marketing successes with a strategy to effectively capture net new business. We leverage our reporting capabilities to determine potential target customers. After determining targets, CDW•G can then educate them on the benefits of the new contract and grow net-new business. Through this method, the Cobb County, OMNIA Partners and CDW•G will gain traction with users faster than a supplier that does not have these existing relationships in place.

Contract Management

Touched upon earlier, CDW•G is extremely dedicated to the quality and reliability of our procurement management process. Some vendors, even large suppliers, do not have a team dedicated to managing their contracts. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, inaccurate reporting. A differentiator for CDW•G is our Program Management Department, a group of more than 100 coworkers devoted to the full scope of contractual sales, including managing contracts. Keeping our contract management within one group makes oversight and structured processes easy to implement. In turn, this eases oversight responsibilities to one central group and allows CDW•G to standardize our contract management processes and share best practices – in turn reducing risks and improving efficiencies. With an average of over ten years of industry experience and active participation in National Contract Management Association, CDW•G program managers are qualified to advise and serve our customers at all stages of the contract process.

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J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

As of the date of submission, there are no known present or past litigation, bankruptcy, or reorganization involving CDW•G.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

CDW•G is a publicly held company and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

As of the date of submission, there are no known debarment or suspension actions taken against CDW•G.

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Distribution, Logistics [RFP 3.2]

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

For this response, CDW•G is pleased to offer all of the providers and services CDW•G offers Our line of products and services can be found at www.cdwg.com.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

CDW•G provides nationwide delivery for our hardware products and has a robust system in place to secure timely delivery. A full description of our distribution centers can be found in the Description of Facilities section below.

Many of our top manufacturers and software publishers' representatives are onsite at CDW•G's sales offices to facilitate requests for information and assist with designing the best possible solutions.

- We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages, and overstocks, as well as other disruptions related to supply and demand variability
- We often secure additional inventory to offset any known supply issues
- CDW•G works closely with our vendor partners to train and certify our account managers and technical staff and to deploy and manage technologies in customer environments
- CDW•G has received awards and recognition from our partners for developing and delivering exceptional solutions

Products and services will be offered to all states under the Master Agreement, including US Territories and Outlying Areas where allowable and applicable by local government regulations, CDW•G contractual limitations, and our relationships with the respective manufacturers.

Additionally, due to the relationships which CDW•G has with both OEM partners and shipping carriers, we ensure the traceability of products regardless of their origin. If products are shipped directly from a manufacturer location, our logistics and drop ship team maintain active communication with the manufacturer and the preferred carrier to not only ensure that the correct number and model of products are being shipped but that shipment schedules are being met.

We do not procure from gray market vendors and only work directly with manufacturers and their authorized sources. Our supply chain complies with industry standards to support the IT needs of public sector customers. Our catalog contains a vast range of manufacturers, so customers can expect transparency since we do not manufacture products ourselves. The Government Industry Data Exchange Program provides a report of counterfeit or suspected counterfeit products weekly. We cross-reference this list with our inventory and sales. To date, none (0%) of the products we've carried or sold have been classified as counterfeit. All of CDW•G's shipping and quality processes are based on the ISO 9001:2015 certification standards, of which we are certified.

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C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

As with all of our contracts, this contract will be assigned a Program Management team led by a Program Manager who will ensure contract deliverables are met as well as ensure the correct contract price is maintained. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Compliance

Immediately upon award of a contract, the Program Manager reviews and disseminates the contract documents and all related proposal documents, recording all items that CDW•G will need to manage. The Program Manager is responsible for ensuring that CDW•G observes all legal statutes included in the contract as well as all business commitments. For example, if CDW•G commits to a pricing structure based on a certain discount from advertised pricing, it is the Program Manager's responsibility to record the pricing in the contract management software, which then locks the structure for purchases made under the contract. Since the Program Manager is often the person most familiar with the contract, they will also make recommendations for improvements and efficiencies based upon their constant analysis of the contract's provisions and trends with Cobb County and OMNIA Partners' use of the contract.

Automated Contract Management System

Upon award, we will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it. End users will be able to view and verify the contracted pricing through this unique URL without the need to log in with a password.

Distribution Channels

CDW•G offers various distribution methods for our customers. It is of the utmost importance that our customers can purchase from us however is easiest from them. CDW•G works with several other companies to help to process, handle, and/or ship hardware products to customers. In addition to the manufacturer and distributor partners we work with, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload), and local messenger services.
We will provide Cobb County a Premium Page in which they can quickly and efficiently place and track the status of their orders.
As one of the largest direct market resellers, CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles.
To supplement our direct purchasing model, CDW•G has developed strong affiliations with principal channel distributors. They send us daily EDI downloads which allows us visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information.
Our two distribution centers are located in close proximity to principal distributors; this enables us to obtain competitively priced, non-stocked items relatively quickly. CDW•G can secure non-of-stock product(s) from our local distribution network normally within 24 hours with a few more

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obscure products taking up to 48 hours, depending on your requirements. The value-added benefits of our highly automated state-of-the-art distribution systems are that Cobb County and OMNIA Partners will receive the right products quickly, configured correctly and ready to use; this will enable your employees to maintain a high level of productivity and to better serve your customers.
Customers at any time can reach out to their dedicated Account Manager to place an order via phone or fax is that is the preferred method.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

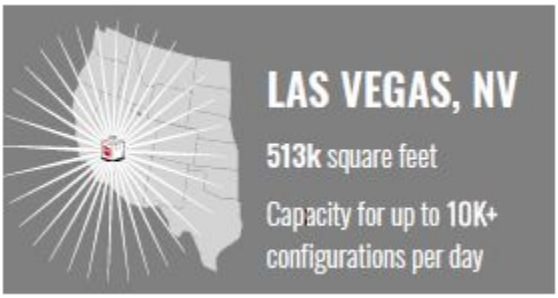
We work with several, authorized, channel partners to deliver solutions to OMNIA Partners. These include OEMs, Publishers, Cloud Solution Providers, and Distribution Partners.

CDW•G works with several other companies to help to process, handle, and/or ship hardware products to customers. In addition to the manufacturer and distributor partners we work with, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload), and local messenger services.

Depending on the unique needs of each opportunity, CDW•G will work with these resources in conjunction with Cobb County and OMNIA Partners to choose additional vendors that best fit based on the work and needs of the customer. Details of the chosen vendor will be provided to the interested party during scoping.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Unlike many solutions integrators, CDW•G operates physical warehouses as opposed to the virtual warehouse methodology. We have two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. We have a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL, and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.



Our Configuration Centers are PCI Certified and Hold Several Iso Certifications:				
ISO 9001	**ISO 14001**	**ISO 20243**	**ISO 27001**	**ISO 28000**

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Quality	Environmental	Risk Management	Information Security	Secure Supply Chain

We hold more than $500M of inventory in our two in-house distribution centers that total almost one million square feet. Our ISO 9001-, 14001-, and 28000-certified, strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the US. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies.

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Marketing and Sales [RFP 3.3]

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

CDW•G has a long-standing relationship with OMNIA Partners (and previously with affiliates of OMNIA including NIPA and US Communities GPA). CDW•G is vendor agnostic. This is not our primary go to market strategy. We continue to lead and facilitate our growth strategy with numerous public entities which utilize the multiple OMNIA contracts CDW•G has been named to. CDW•G will continue to partner with OMNIA Partners through this contract, if awarded, and other contracts to identify additional members under this solicitation. CDWG must abide with various regulations and requirements in multiple jurisdictions including some with mandatory use requirements, exclusions, or preference of public entities on utilization of specific contracts. We have included a cohesive marketing plan and pledge to continue focusing on the growth of this contract's awareness and success.

Beginning with the date a contract is executed, the CDW•G Team, in conjunction with our Executive Leadership, will work to implement the Master Agreement within our computer system and communicate it to the sales team. We will provide Cobb County and OMNIA Partners with specific dates of implementation upon award and with a firm understanding of the contract terms.

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our Executive Leadership to the Contract Management group, our team of coworkers will collaborate to customize a detailed and effective plan to launch and grow this contract.

CDW•G has a successful contract launch history where we focus on five areas of the contract which are:

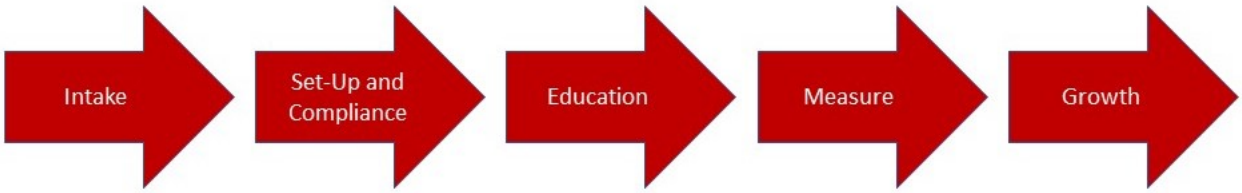

Figure 20: Contract Launch Progression

This methodology allows our coworkers to efficiently get brought up to speed about this new agreement and begin contract growth with Cobb County and OMNIA Partners.

Our process is as follows:

1. The Program Manager receives the executed Master Agreement and other relevant signed documents and saves CDW•G's contract library
2. The Program Manager sets up the pricing in our Contract Management System
3. The Program Manager works with our in-house eProcurement team to create a homepage specific for Cobb County and OMNIA Partners. ensuring contract-compliant pricing, as well as the various logins and security settings for OMNIA Partners.

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4. The Program Manager oversees training for our sales teams supporting Cobb County and OMNIA Partners on the contract terms and deliverables.
5. The Program Manager will provide Cobb County and OMNIA Partners reports as required by the contract language and analyze the success of the program, making recommendations for improvements throughout the contract's duration.

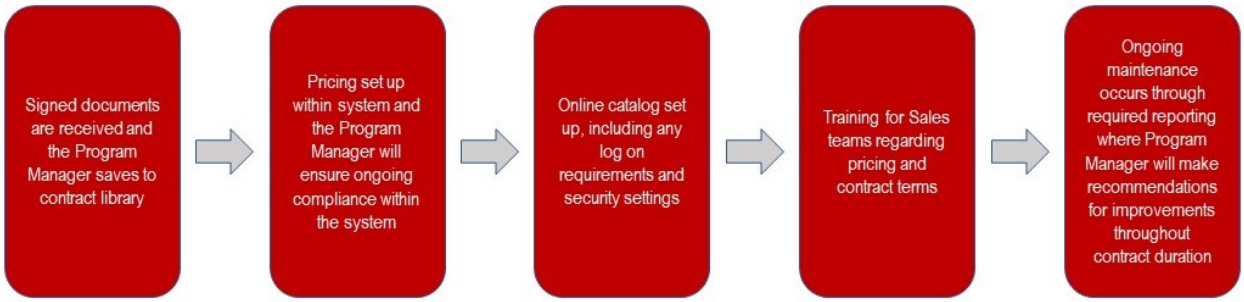

Figure 21: Program Management Growth Methodology

We are excited to bring this proven growth methodology, also displayed in the depiction above, to the contract in partnership with Cobb County and OMNIA Partners.

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our executive leadership to contract management, our coworkers will collaborate to customize a detailed yet effective plan to launch and grow this contract. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we launch contracts to the CDW•G teams with the most powerful and applicable details to optimize the success of this new Agreement.

We bring leaders from across our public sector teams together with OMNIA Partners multiple times a year to review contract initiatives, joint goals, and customer feedback. Our ongoing effort in specific target accounts help increase contract utilization and drive contract adoption amongst nonparticipating agencies. We meet monthly to review the current state of the business and execution of our growth and marketing strategies.

CDW•G's leadership team is securely behind the growth and strategy of this program for both Cobb County, GA and nationwide. CDW•G executive leadership commits to endorse and sponsor the award within the first 10 days of the contract.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

CDW•G's program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and administer contract

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procedures, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments.

CDW•G's Program Manager, Francie Gribble, has in-depth working knowledge of OMNIA Partners including the former cooperatives, National IPA and TCPN. She collaborates with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force.

Over the first 90 days, in partnership with the OMNIA Partners team, Francie and other key members of the CDW•G executive leadership team will outline their strategy to implement this contract within our portfolio. With our experience on both OMNIA and other cooperative contracts, our robust implementation plan ensures we are able to bring our national sales force up to speed quickly,

Gribble will work directly with our sales leadership, Cobb County, and OMNIA Partners to develop and execute a training program for our sales force swiftly following contract signature. Training content will cover contract scope and operations, growth strategy endorsed by executive leadership, and the contract benefits. We expect this to happen within the first 30-45 days of contract signature.

The documentation Gribble compiles in conjunction with our marketing department will be customized depending on the needs and the region of the seller to ensure our messaging matches the customers within that geography.

Our sellers will then be equipped with relevant collateral to communicate with customers the benefits and strength of this contract. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award. However, CDW•G doesn't stop at 90 days. We have continuous, ongoing training with our national sales force for the life of the contract.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Just as our contract management team leads contract launch and maintenance requirements, our sales force upholds strategic relationships with current and potential OMNIA customers. These relationships uniquely position us to develop and deliver an awareness and growth campaigns to members through a trusted advisor network. Our account teams have long-standing customer relationships in which they often become an extension of their customers' IT and purchasing teams. Our account managers speak with their customers weekly, if not daily. As a result, our customers turn to their account managers for purchasing recommendations, including which contracts to leverage. Within 90 days of contract award, we will leverage this trusted advisor network and our marketing capabilities (e.g., customer-facing collateral, email campaigns, call campaigns, social media, etc.) to quickly and effectively alert registered and potential customers of the new contract and its benefits.

i. Creation and distribution of a co-branded press release to trade publications

To successfully implement a marketing plan, marketers must first know their audience and how to access them. CDW•G partners with various trade publications to access our target customers.

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Within 90 days of contract launch, our marketing team will work with OMNIA Partners to develop content to disseminate to customers. Below, we have outlined potential avenues in which we can access target customers.

Publications. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State (StateTech) – shown in the graphic on the right, K-12 (EdTech Focus on K-12) and Higher Education (EdTech Focus on Higher Education). To successfully implement a marketing plan, marketers must first know their audience and how to access them, and these publications help access our target customers. All of the aforementioned publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security and services.

Figure 22: State Tech Sample

Additional publications include:

- CoSN
- EdTech Magazine: Focus on Higher Ed
- EdTech Magazine: Focus on K-12 Education
- EDUCAUSE
- GovExec
- GovTech
- NASCIO
- NASTD
- State Tech Magazine

Advertisements and Cobranding.

CDW•G works with internal and external marketing teams to profile CDW•G and partner delivered technology productions, solutions and services on customized flyers that are easily accessed electronically or printed to hand out.

Custom flyers are created for all CDW•G contracts. The example below is for a statewide hardware contract with the State of Utah for PC Stores and following CDW•G guidelines was designed to bring value to those new to CDW•G as well as long-time agency users and partners, with information that includes:

- Quantified examples of CDW•G's experience and approach to serving the State;
- Samplings of our breadth and depth of industry partnerships
- Contract specifics where customers can find CDW•G delivered solutions and services; a
- Contact details for Account Managers and Field Account Executives

We are able to do the same thing for Cobb County on this contract and other OMNIA Partners, should you want to.

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CDW·G and THE STATE OF UTAH

ONE-STOP SIMPLICITY FOR EVERYTHING TECHNOLOGY

State of Utah PC Stores Contract No. MA2779

Meet the newest member of your technology team: CDW·G, your new partner under the PC Stores Contract for the State of Utah.

Count on CDW·G for one-stop simplicity in product procurement across 12 essential technology categories — including client computing, networking equipment and power and cooling solutions — plus our entire catalog of software offerings (under Contract No. MA2800). Utah's dedicated CDW·G account team provides unparalleled convenience and expertise for your technology procurement.

WE GET IT.

- Nationwide public sector experience
- 20 years of service to Utah
- Problem-solving experience focused on you
- Individual attention from dedicated CDW·G account managers
- Solutions that address every need
- Convenient, state-of-the-art distribution center in Las Vegas

STRONG PARTNERSHIPS, STRONG RESULTS

This contract encompasses CDW·G's hardware portfolio, ensuring solutions that are crafted from the strongest offerings and vendors in the industry, including:

- Computers and accessories
- 3D printers
- Apple branded products
- Audiovisual equipment and accessories
- Desktop, office printers and plotters
- Consumer electronics
- ID printers
- Classroom devices
- Uninterruptible power supply (UPS)

For more details, reach out to your CDW·G account manager:

Matt Olszewski
Executive account manager
T: 847.419.8288
E: mattols@cdwg.com

Rick Martinez
Contract program manager
T: 847.371.7182
E: richmar@cdwg.com

PEOPLE WHO GET IT

Figure 23: CDW•G Custom Flyers

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Social Media

CDW•G meets our customers where they are on today's technology horizon. The CDW Social Squad are employees educated on and active in social media. This Social Squadpushes customized content to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. We can customize this content to be relevant to Cobb County and OMNIA Partners.

With over 1,700 entries and counting across topics including Cloud, Data Center, Digital Workspace, Networking, Security, and Software, CDW's Solutions Blog delivers evocative and relevant content. Authored by our own subject matter experts, articles are written to help our customers navigate and digest the overwhelming amount of data that comes at them every day as they work to make better decisions for more effective and efficient solutions that meet their individual goals.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

We will create a customized tab on our OMNIA Partners Premium Page so customers can easily shop for featured products. It will be active on the first day the contract goes live and feature co-branded material with your organization's logo and message. This website will include up-to-date pricing on all eligible products. Authorized users and administrators access the information they need when they need it and benefit from real-time updates to inventory and price.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Our standard contract launch process includes developing collateral to promote contract awareness and education among internal and external stakeholders. Content will focus on the administrative and strategic value of utilizing this new Agreement. Specifically, we will highlight the convenience of the online marketplaces, as well as the cost and time savings associated with consolidating transactional procurement needs by leveraging the new Agreement.

Possible outlets to disseminate content include our internal Corporate Communications, our Public Sector Publications (State Tech & Ed Tech), a sale- led communications campaign, and Social Media. We use Twitter, Facebook, and LinkedIn as avenues for marketing, education, updates and general communication with customers. Active social media helps customers stay informed with links, posts and articles of interest in the way that they choose to receive information. We also maintain an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including industry news, products and deals, emerging technologies, product launches, featured partners, and more.

We are able and willing to participate in co-branding marketing opportunities with Cobb County and OMNIA Partners. For instance, a combined OMNIA and vendor branding logo can be created to include in social media advertisements, the Agreement's customized Premium Page, customer-facing digital and print one-pagers, and customer-facing emails.

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Upon contract award, intend to conduct a collaborative kick-off meeting dedicated to developing our go-to-market strategy including the development and distribution of co-branded marketing materials within the first 90 days.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

CDW•G has enjoyed participating in the NIGP Annual Forum in past years and will continue to do so with commercially reasonable efforts. We believe in the mission to “develop, support and promote public procurement” and look forward to sharing our best practices with other non-competing OMNIA Partners vendors.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G will advertise the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and State Tech publication sites.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

CDW•G will market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with OMNIA Partners to develop our marketing strategies even further and propose a marketing strategy meeting to discuss a refreshed approached and specific goals/targets for the new contract. Below is a sample of the ongoing email campaign we currently conduct for our OMNIA agreement.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier’s website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners’ website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

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CDW•G currently hosts a dedicated web-page for our OMNIA agreements www.cdwg.com/omniapartners including all contract documentation, marketing materials, products and pricing and relevant links. Upon award we will create a dedicated tab on this premium page.

The updated Premium Page will include the following:

- Cobb County and/or OMNIA Partners standard logo
- Copy of original Request for Proposal
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier
- Summary of products and pricing
- Marketing materials
- An electronic link to OMNIA Partners' website including the online registration page
- A dedicated toll-free number and email address for Cobb County and/or OMNIA Partners
- Our team will review the tailoring of our current Premium Page with the OMNIA Partners team to ensure that the dedicated webpage meets all of the Participating Entities' needs.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As Cobb County and OMNIA Partners may know, CDW•G currently holds a significant number of cooperative purchasing contracts including OMNIA Partners, Public Sector (fkna NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell (fkna NJPA). CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs. For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this. CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to OMNIA Partners contracts, in the form of participating agreements. Moving forward, we will continue to loop new members into the contract and sustain the growth.

CDW•G currently holds a significant number of cooperative purchasing contracts including Omnia Partners/National Intergovernmental Purchasing Agency (National IPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell. CDW•G is solutions-focused and provides consultation to assist our customers to select the best contract vehicle suited for their specific procurement needs. We continue to maintain transparency of our contract portfolio to our customers and will work with customers upon their request to transition customers to ensure it is in the best interests of purchasing entities, CDW•G, OMNIA Partners, and customers.

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D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

CDW•G acknowledges and agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We additionally acknowledge that use of OMNIA Partners, Public Sector logo requires permission for reproduction, as well.

The core component of CDW•G's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW•G logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW•G and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW•G) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.
3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW•G or its products or services in any way.
4. You may not display the logo(s) on any website that disparages CDW•G or its products or services, infringes any CDW•G intellectual property or other rights, or violates any law or regulation.
5. No other logo or design element should appear within 0.5 inches of the CDW•G logo.
6. You may not frame or alter the CDW•G website in any way.
7. At CDW•G's direction, you will immediately remove the logo(s).
8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW•G.
9. CDW•G disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW•G from and against any and all claims and liabilities arising out of your use of the logo(s).

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

CDW•G confirms we will be proactive in direct sales to Public Agencies nationwide and our initiatives will, at a minimum, communicate points i-iv stated above.

I. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
II. Best government pricing

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III. No cost to participate
IV. Non-exclusive

We are happy to create a contract announcement flyer with the new contract information. A sample from an existing agreement is included below. We would like to further discuss the inclusion of II and IV, and will revise our marketing pieces to include a mutually agreeable message that best represents the value of the contract.

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CDW·G PEOPLE WHO GET IT

OMNIA PARTNERS

OMNIA PARTNERS AND CDW·G

A WINNING PARTNERSHIP IN STRATEGIC SOURCING

We are pleased to announce that CDW·G has been awarded a special contract with OMNIA Partners, for the sale of Information Technology Solutions and Services, under Agreement 2018011-01. Contract 2018011-01 is now available for OMNIA Partners participants for all of your technology needs.

STRONG PARTNERSHIP, STRONG SOLUTIONS

CDW·G and OMNIA Partners have worked collaboratively to help you successfully convert to the new program. If you have any questions about the transition or process, please contact your CDW·G account manager for additional assistance.

We look forward to serving you under our new agreement with OMNIA Partners.

CONTRACT BENEFITS INCLUDE:

- Term: 3/1/18 to 2/28/23 with two, one-year renewals.
- Competitive pricing across CDW·G's entire portfolio of products and solutions.
- Access to a multitude of services and custom configurations, including equipment staging.
- Pricing on products made by the following partners:

APC by Schneider Electric · Authorized Reseller · Hewlett Packard Enterprise · hp · Lenovo · Microsoft Surface · paloalto · RUCKUS · TRIPP-LITE · vmware

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Figure 24: OMNIA Partners and CDW•G

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F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

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CDW•G acknowledges and complies with the above requirement. CDW•G's Program Manager, Francie Gribble will work directly with our sales leadership, Cobb County, and OMNIA Parnters to develop and execute a training program for our sales force. Training content will address all of these elements. Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

At a minimum, training will include the following topics:

I. Key features of Master Agreement
II. Working knowledge of the solicitation process
III. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

- Name: David Hutchins
- Title: VP, Strategic Programs and Sales Enablement
- Email: David.hutchins@cdwg.com
- Phone: 847-968-9782

ii. Marketing

- Name: Lauren Bull
- Title: Manager – Public Sector Field Marketing
- Email: lbull@cdw.com
- Phone: 847-968-0257

iii. Sales

- Name: AJ Lucci
- Title: Sales Manager
- Email: ajlucci@cdwg.com
- Phone: 312-705-9355

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iv. Sales Support

- Name: Rob Sullivan
- Title: Executive Account Manager
- Email: robesul@cdwg.com
- Phone: 312-705-9505

v. Financial Reporting

- Name: Francie Gribble
- Title: Program Manager
- Email: frances.gribble@cdwg.com
- Phone: 629-208-8229

vi. Accounts Payable

- Name: **we assign Accounts Payable personnel for each manufacturer, not per customer or per contract, contact details can be shared post award for a particular manufacturer if necessary
- Title:
- Email:
- Phone:

vii. Contracts

- Name: Francie Gribble
- Title: Program Manager
- Email: frances.gribble@cdwg.com
- Phone: 629-208-8229

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The CDW•G customer support models starts with our account managers. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our account managers are trained to become experts within the public sector segment they support – K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our account managers to support their customers, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies.

Each member has a dedicated account manager who maintains overall responsibility for coordinating all CDW•G resources to achieve the highest standards of customer service. They are the first line of contact for orders, questions, and marketing implementation.

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CDW•G account managers, their supporting product specialists, and their sales managers understand the current technology trends and are specialized to only work with public-sector customers. This is one of the great benefits of partnering with CDW•G. OMNIA Partners members will have access to much more than a single resource; members will also have access to an entire sales and support team ready to address any member's need. CDW•G, from the executive level down to your account manager, is focused on ensuring that OMNIA Partner's members' needs are consistently and satisfactorily met.

To simplify the customer service process, we recommend OMNIA members bring any issues or inquiries to the attention of their dedicated account manager. Members' CDW•G account managers are the center of their customer service and support experience. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues all the way up to the executive leader who oversees this contract, our Vice President of Government and Strategic Programs, Ben Bourbon and David Hutchins, respectively, until we provide a suitable solution to the performance issue. While this type of escalation is rare, we always work to sufficiently and expeditiously resolve any escalations. Usually, resolution is as simple as walking a few desks over to explain the situation.

Figure 25: CDW•G's Escalation Process

The beauty of this approach is that the customer does not have to manage the process, hunt down contacts or explain their issue many times over. They are kept in the loop on progress of the resolution, while their CDW•G team takes care of the rest. Because we designate an actual person and not a faceless inbox, they can reach out to their account manager whenever they feel necessary.

For mission critical issues, we follow the same path with expedited timelines. If problem resolution is specific to a coworker, such as performance of an account manager, the customer is encouraged to reach out to the coworker's manager, who will then take the appropriate steps to address. Contact information for your account manager, sales manager and customer relations can all be found easily in your cdw.com account center.

A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures

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to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.

Beware of proposed incident escalation paths that go no further than issue resolution. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations.

Cobb County and OMNIA Partners can be confident in this contract's level of Executive Sponsorship within CDW•G, as well. AJ Lucci, Sales Manager; Don McCarthy. Director SLG East, Ben Bourbon, Vice President of Government Sales; and Chris Webb, Director, Capture are all high-level, accessible, points of contact focused on the success of this Agreement.

Contact information for the highest level of the executive sales team is:

- Name: Don McCarthy
- Title: Director, Area Sales
- Email: Donamcc@cdw.com
- Phone: 847-419-6317

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

An OMNIA member's first point of contact with CDW•G is their dedicated account manager. As such, we understand how critical it is for our account managers understand the scope and benefits of the OMNIA agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will train our sales teams regarding the OMNIA agreement with CDW•G. The diverse nature of our training program gives each account team confidence to support OMNIA members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Our account teams clearly and concisely deliver the value of the OMNIA agreement to non-members helping to drive increased adoption and contract growth.

Public sector customers are seeking a digital platform for quick and simple procurement of transactional items. Our account managers, across all segments and regions nationwide, will be poised and prepared to guide and educate members on this new procurement option.

Tenured CDW•G account managers are actively marketing the current City of Mesa OMNIA agreement to customers and are very familiar with its benefits, including product categories, administrative fee structure, and flexibility. While there will be subsequent trainings upon award, the Online Marketplace contract will easily be added to our account manager's repertoire to become an arrow in their OMNIA quiver. The ramp up time for our account managers will be far quicker than account managers who lack such familiarity with OMNIA agreements.

In addition to our Account Managers, our Business Development team is actively engaged with OMNIA Regional Managers and leaders in Partner Development and Strategic Accounts to review the state of our joint business, develop growth goals and strategies and execute prescriptively to drive business the OMNIA Partners portfolio. This new contract will fit seamlessly into the overall program allowing us to quickly develop and expand contract usage utilizing a proven model.

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I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As with all of our contracts, the Online Marketplace contract will be assigned a Program Management team led by a Program Manager (PM) who will ensure c contract compliance and administer contract procedures, including contract launch. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Upon award, CDW•G's Program Manager, Francie Gribble, will work directly with Cobb County and OMNIA Partners to stand-up all aspects of the new Agreement within our system (e.g., member lists, pricing, reporting, fee schedules, and other compliance requirements). We will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it (this non- manual process only applies to catalog contract using CDW•G categories).

We also have processes in place to ensure that the contract prices proposed are maintained throughout the life of the contract. CDW•G will use automated internal systems as well as Program Management personnel to manage the proposed price structure.

After contract launch, the Program Management team is responsible for adding new members to the contract by linking their account to the new contract. Contract stand-up also includes creation of internal and external resources to aid our customers and sales teams in transitioning to the new Agreement.

Our ongoing marketing efforts will include the previously discussed topics – i.e., training, publications, attendance at events – to ensure this contract is continually being marketed from contract launch through completion.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Due to confidentiality reasons CDW•G does not release the financial information of Our customers. Should this contract be accepted, CDW•G can solicit each customer individually to determine whether their financial information may be shared.

The following are our 2021 top Public Agency OMNIA Customers:

Table 7: CDW•G Top 10 Public Agency Customers

Customer Name
NYC Dept Of Info Tech & Telecom
NYC Cyber Command
New York City Department of Education
NYPD
NYC HRA
MTA Headquarters
Kern County High School District
NYC Dept Of Health & Mental Hygiene
NYC Department of Education
NYPD

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K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

eCommerce Platform – Web based

Your customizable CDW•G web portal is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering and tracking purchases. Whether you are a first time shopper or an existing customer of CDW•G, we can ensure your order routes to the appropriate account management team that supports the shoppers entity, based on the contract being used.

eProcurement Platform – Punch Out Catalog

As a company, CDW•G is highly experienced in implementing B2B solutions. Since 2001, we have integrated with over 9,000 entities (13,000 customers) and work with over 80 different marketplaces, ERPs and SRMs. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Our mature e-procurement practice also means Cobb County won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for eProcurement customers by allowing them to buy IT the way they need based on their specific requirements. CDW•G's punch out offers the shopper dynamic price offerings, product information and availability while providing industry standard information back into our customers e-procurement platform, such as UNSPSC and contract information. CDW•G can support customers who wish to utilize Cobb County award(s) through an eProcurement platform.

Application Programming Interface (API)

CDW•G can review customer specific requests where order process automation is needed, but further customization is required. This process may include technologies such as JSON or SFTP, but may be accommodated based upon the scope of the project.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While we cannot provide guaranteed minimum contract sales, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

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i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

As an impartial solutions provider, our first and primary goal is to serve the needs of the customer from a technology and procurement perspective. We act in a consultative, objective manner to aid customers in developing the procurement strategy to best fit their needs. In honoring this commitment, we have maintained the transparency of our contract portfolio to our customers and negotiated the removal of language such as "most favored customer" and other requirements.

We commend Cobb County and OMNIA Partners for creating a contract vehicle to facilitate easy transactional buying at competitive pricing for its users. We certainly see the strategic fit this contract demonstrates within the SLED space and we will position this agreement when it best suits their procurement needs.

When responding to a solicitation that directly disclaims the terms and conditions of this Master Agreement, we will comply with all appropriate contractual terms. Subject to applicable law, we represent that under this Agreement we will make reasonable commercial efforts to offer prices that are competitive with the prices offered to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions.

Subject to applicable law, Supplier represents that under this Agreement it will make reasonable commercial efforts to offer prices that are competitive with the prices Supplier offers to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions.

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Appendix A: Sample SOW

See following pages for a Sample SoW that would need to be mutually agreed upon for all Service engagments.

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STATEMENT OF WORK

Project Name:		**Seller Representative:**
Customer Name:		
CDW Affiliate:		
		Solution Architect:
SOW Created Date:		
Version:		**Drafted By**

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, [CDW Affiliate] ("**Provider**," and "**Seller**,") and [Customer Name] ("**Customer**," and "**Client**,").

This SOW shall be governed by that certain [Governing Agreement Name] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

SERVICES FEES

EXPENSES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

[Affiliate Address line 1]

[Affiliate Address line 2]

[Customer Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

Street:_____

City/ST/ZIP: _____

EXHIBIT _

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)

Appendix B: Required Forms

See following pages for our signed forms required with this submission.

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BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: CDW Government LLC

Contact name: Eric Moore

Company address: 230 N Milwaukee Ave, Vernon Hills, IL 60061

E-mail address: eric.moore@cdwg.com

Phone number: 765-749-9981 **Fax number:** 847-465-6800

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

David Hutchins VP Strategic Programs
(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: David C Hutchins
(SIGNATURE)

TELEPHONE: 847-968-9782 FAX: 847.465.6800

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: CDW•G does not offer Time Payment Discounts

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
N/A

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: CDW Government LLC

ADDRESS: 230 N Milwaukee Ave, Vernon Hills, IL 60061

REPRESENTATIVE: David Hutchins

PHONE: 847-968-9782 FAX: 847.465.6800

E-MAIL david.hutchins@cdwg.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

731442
EEV (E-Verify) Program Number

03/26/2008
EEV Program Date of Authorization

David C Hutchins
BY: Authorized Officer or Agent
[Contractor Name]

CDW Government LLC
Contractor Business Name

David Hutchins
Printed Name

10/11/2022
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 11th DAY OF October 2022 2

Notary Public Commission Expires: May 31, 2026

ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026

Effective 09-20-2013

SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
(6) Maintain such records for a period of five (5) years.

N/A
_____ _____
EEV (E-Verify) Program Number EEV Program Date of Authorization

_____ _____
BY: Authorized Officer or Agent Subcontractor Business Name
[Subcontractor Name]

_____ _____
Printed Name Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

_____

Notary Public Commission Expires: _____

Effective 09-20-2013

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

Cobb County/OMNIA Technology Product Solutions and Related Services
(Project Name/Description)

AJ Lucci	Dan Gallagher	Heather Kohls
Don McCarthy	Keshun Morgan	Francie Gribble
Rob Sullivan	Anup Sreedharan	

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

David C Hutchins
Signature of Officer

David Hutchins, VP Strategic Programs P

Date 10/11/2022

Employer Name & Address:

CDW Government LLC

230 N Milwaukee Ave

Vernon Hills, IL 60061

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 11th DAY OF October, 2022

Notary Public
Commission Expires: May 31, 2026

ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026

Effective 09-20-2013

Attachment A

OMNIA®
PARTNERS

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Cobb County, GA (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Technology Product Solutions and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

   ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

   iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Signature will be provided upon contract negotiation agreement	
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, X will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, X does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DH Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code: 230 N Milwaukee Ave, Vernon Hills, IL 60061

Phone Number: 847-968-9782 Fax Number: 847.465.6800

Printed Name and Title of Authorized Representative: David Hutchins, VP Strategic Programs

Email Address: david.hutchins@cdwg.com

Signature of Authorized Representative: David C Hutchins Date: 10/11/2022

Version August 19, 2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any

implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, CDW Government LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

David C Hutchins

Signature of Contractor's Authorized Official

David Hutchins, VP Strategic Programs

Name and Title of Contractor's Authorized Official

10/11/2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code:
230 N Milwaukee Ave, Vernon Hills, IL 60061

Phone Number: 847-968-9782 Fax Number: 847-465-6800

Printed Name and Title of Authorized Representative:
David Hutchins, VP Strategic Programs

Email Address: david.hutchins@CDWG.com

Signature of Authorized Representative: David C Hutchins

Date 10/11/2022

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CDW Government LLC

Organization Address: 230 N Milwaukee Ave, Vernon Hills, IL 60061

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	David Hutchins	Title:	VP Strategic Programs
Signature:	David C Hutchins	Date:	10/11/2002

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of Illinois
County of Lake ss:

I, David Hutchins (name of affiant) residing in Lincolnshire (name of municipality)
in the County of Lake and State of Illinois of full age, being duly sworn according to law on my oath depose and say that:

I am VP Strategic Programs (title or position) of the firm of CDW Government LLC (name of firm)

_____ the bidder making this Proposal for the bid
entitled Technology Product Solutions and Related Services (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Cobb County and OMNIA Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by CDW Government LLC.

Subscribed and sworn to

before me this day

October 11, 2022

David C Hutchins
Signature

David Hutchins
(Type or print name of affiant under signature)

Elizabeth Hilts
Notary public of Connecticut

My Commission expires May 31, 2026

(Seal)

ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026

Version August 19, 2022

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: CDW Government LLC

Street: 230 N Milwaukee Ave

City, State, Zip Code: Vernon Hills, IL 60061

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/11/2022
Date

David C Hutchins VP Strategic Programs
Authorized Signature and Title

Version August 19, 2022

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2023

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	CDW Government LLC		
Address:	230 N Milwaukee Ave		
City:	Vernon Hills	State: IL	Zip: 60061

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

David C Hutchins	David Hutchins	VP Strategic Programs
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11th day of October, 2 2.

ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026

(Notary Public)

My Commission expires: May 31, 2026

David C Hutchins
(Affiant)

David Hutchins, VP Strategic Programs
(Print name & title of affiant)

(Corporate Seal)

Version August 19, 2022

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

This link does not work. CDW•G complies with this request and have included below an image from a recently submitted OMNIA proposal. We will readily fill out the correct form when the link is fixed.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ Bidder /Offeror: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David Hutchins Signature: David C Hutchins
Title: VP, Strategic Programs Date: 4/29/2022

DPP Standard Forms Packet 11/2013

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CDW GOVERNMENT LLC
Trade Name:	
Address:	200 N MILWAUKEE AVE VERNON HILLS, IL 60061-1577
Certificate Number:	1561883
Effective Date:	May 10, 2010
Date of Issuance:	March 24, 2021

For Office Use Only:

20210324152645869

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: David Hutchins Title: VP Strategic Programs

Signature David C Hutchins Date 10/11/2022

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2023

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** CDW Government LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

David C Hutchins — 10/11/2022

Signature — Date

David Hutchins, VP Strategic Programs

Print Name and Title

Version August 19, 2022

Appendix C: Addendums

See following pages for our signed Addendums

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Cobb County Purchasing are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

CDW Government LLC
Company Name

10/11/2022
Date

David C Hutchins
Signature

David Hutchins
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

CDW Government LLC
Company Name

10/11/2022
Date

David C Hutchins
Signature

David Hutchins
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

CDW Government LLC
Company Name

10/11/2022
Date

David C Hutchins
Signature

David Hutchins
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Appendix D: Exceptions

I. Introductory Comment

CDW-G's proposed edits have been driven by the nuances between manufacturers and non-manufacturer resellers of hardware and service offerings such as CDW-G.

The below clauses and associated rationale attempt to convey those challenges and the inherent risks which are potentially subject to price contemplation in resulting offers. Thank you for the opportunity to provide the below feedback and potential future discussion on the below proposals. CDW-G appreciates the partnership with the County and the opportunity to earn additional business.

II. OVERVIEW

Section – ADDITIONAL AGREEMENTS

End User License Agreement(s) or EULA(s) or Term of Service "TOS" are standard contract documents or terms or conditions governing a Participating Agency's access to, use of, or deployment of certain software, Cloud solutions, or services the awarded vendor supplies hereunder, directly, or indirectly, and that a Participating Agency may be required to execute or agree to in connection with its use of the same. Participating Agencies may negotiate EULAs or TOSs with the applicable awarded vendor, Cloud solutions provider, or OEM software provider/publisher and/or service provider even if this solicitation is awarded to a distributor.

III. Cobb County General Instructions for Proposers, Terms and Conditions

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is ~~not~~ the patentee, assignee or licensee.

IX.G.i Notice Requirement

Each insurance policy required by this Contract ~~shall be endorsed to state that coverage~~ shall notify Owner in the event it is ~~be~~ suspended, voided, canceled, reduced in coverage or in limits ~~except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County [insert department name and address]~~. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

XIII. Contract – CDW-G notes that the RFP did not contain a Cobb County Sample Contract. Any proposed items for negotiation are therefore reserved for post-award review.

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XIV. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. ~~On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late.~~ Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor ~~(or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor~~ shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XXVII. Indemnification

By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all finally adjudicated claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and tangible personal property damage~~, including but not limited to intellectual property claims,~~ arising directly ~~or indirectly~~ from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer or its agents, employees, associates, subcontractors or others working at the direction of Proposer. This indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.

XXVIII. Indemnification/Hold Harmless

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. ~~The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement.~~ To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all third party claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Cobb County Purchasing are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

Agenda Item 4.4

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Authorizing Staff to Purchase Computers and Related Equipment from Dell Marketing, L.P., in Excess of $45,000
Prepared by: Steve Windsor, CISO

EXECUTIVE SUMMARY:

The City Council will consider authorizing the purchase of computers and related equipment from Dell Marketing, L.P. in excess of $45,000 through June 30, 2024.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing the City Manager to Purchase Computers and Related Equipment from Dell Marketing, L.P. in Excess of $45,000 in Fiscal Year 2023-24.

FINANCIAL IMPACT:

The funding to purchase computers and related supplies is included in both the General Fund Budget and the Internal Services Equipment Replacement Budget approved by the City Council as part of the annual budget process.

DESCRIPTION:

Over the last several years, the City has engaged Dell Marketing, L.P. for computer-related purchases for daily business operations. The City routinely replaces computers and related equipment when these items reach the end of service life, currently defined as four years or longer for workstation and mobile devices The City has typically utilized Dell computer equipment for its workstation and server operating systems and displays. These products, as well as Dell's customer service and build quality, have been well received by Staff.

In preparation for the next round of equipment updates, Staff is requesting the City Council's approval to continue to use Dell for software and hardware products in, excess of $45,000. Section 2.36.100.A.9 of the City's Purchasing Policy provides an exemption to a competitive bidding process when another public agency has administered a competitive bidding process and

has a current valid agreement for the same or substantially similar consultant or professional services, general services, supplies or equipment. Dell offers its products to local government agencies based on an agreement with the National Association of State Procurement Officials (NASPO) ValuePoint Cooperative Purchasing Program. The NASPO ValuePoint agreement was competitively bid and is a Master Contract that can be utilized by local government agencies. This procurement tool has been used effectively by the City for several years.

The original NASPO agreement and subsequent amendments are included as Attachment 2. While the most recent amendment extends the agreement to October 31, 2023, it is Staff's experience that Dell renews its NASPO agreement on an ongoing basis. Approval of the Resolution (Attachment 1) will authorize the City Manager or designee to approve purchases from Dell in excess of $45,000 through the expiration of the current NASPO agreement and to extend the agreement for the remainder of the fiscal year, provided Dell maintains its current status with NASPO.

STRATEGIC PLAN INITIATIVE:

None

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Authorizing the City Manager to Purchase Computers and Related Equipment from Dell Marketing, L.P. in Excess of $45,000
2) Exhibit A to the Resolution – NASPO ValuePoint Master Agreement and Amendments 1-6

RESOLUTION NO. xx - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING THE CITY MANAGER TO PURCHASE COMPUTERS AND RELATED EQUIPMENT FROM DELL MARKETING, L.P. IN EXCESS OF $45,000 IN FISCAL YEAR 2023-24

WHEREAS, the City requires the use of computers and related equipment for City operations and routinely replaces computers and related equipment that has reached the end of its useful life; and

WHEREAS, Staff desires to purchase computers and related equipment from Dell Marketing, L.P.; and

WHEREAS, Section 2.36.100(B)(9) of the Dublin Municipal Code allows for exceptions to the typical public bidding process when the City is able to procure items from a competitive bid process administered by another public agency; and

WHEREAS, Dell Marketing, L.P. has a valid pricing agreement publicly bid by NASPO ValuePoint, which meets this Municipal Code provision for a publicly bid agreement, contract # MNWNC-108, and contract is valid through October 31st, 2023; and

WHEREAS, Staff anticipates that the total costs of software and products purchased from Dell Marketing, L.P. will exceed $45,000, and Section 2.36.090 of the Dublin Municipal Code requires City Council approval of equipment with a cost greater than or equal to $45,000; and

WHEREAS, Staff recommends that the City Council authorize the City Manager to amend and extend any future amendments after the term of current contract, based on Dell Marking, L.P's, renewal of their NASPO ValuePoint contract, through June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby:

1. Authorize the City Manager as Purchasing Agent to purchase computer and related equipment annually from Dell Marketing, L.P. with a total cost greater than or equal to $45,000, under a purchasing agreement publicly bid by NASPO ValuePoint through the term of the contract;
2. Authorize and delegates to the City Manager authority to amend and extend the agreement to coincide with Dell Marketing, L.P.'s renewal of the NASPO ValuePoint contract.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
WITH
DELL MARKETING, L.P.
FOR
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage including Related Peripherals & Services)

To: Dell Marketing L. P.
One Dell Way
Mailstop ~~8707~~ RR1-33 Legal SM 2/26/15
Round Round Rock, TX 78682 2/3/15

Contract Vendor Administrator: Diane Wigington
Email: Diane_Wigington@dell.com
Phone: (512) 728-4805

CONTRACT NO:	MNWNC-108
CONTRACT PERIOD:	April 1, 2015, or upon final executed signatures, whichever is later
THROUGH	March 31, 2017
EXTENSION OPTION:	UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. DELL MARKETING L. P.
The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stephanie G. Miller
Signature

Stephanie G. Miller
Printed Name

Title: Contract Manager / Senior Manager SM

Date: 16 February 2015

By: _____
Signature

_____
Printed Name

Title: _____

Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Sue Kahle

Title: Master Agreement Administrator

Date: 2/18/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: _____

Date: Original signed

MAR 03 2015

By Lucas J. Jannett

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

TABLE OF CONTENTS

TABLE OF CONTENTS 2
SUMMARY 3
EXHIBIT A - TERMS & CONDITIONS 5
EXHIBIT B - PRICING 24
EXHIBIT B - PRICING SCHEDULE 26
EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS) 27
EXHIBIT D - WEBSITE 28
EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF) 29
EXHIBIT F - REPORTING 31
EXHIBIT G - DEFINITIONS 32

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

SUMMARY

1. **BACKGROUND**. The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi–state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for:

   Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services.

   The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

   The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.

3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

   The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ $10,000 for a total purchase price of $100,000).

ITEM	CONFIGURATION*
Server	$500,000
Storage	$500,000
Desktops	$ 10,000
Laptops	$ 10,000
Tablets	$ 5,000
Peripherals	$ 5,000
Services	Addressed by each State in participating addendum

   * Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

   All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**
   a. A Participating Entity's Participating Addendum ("PA");
   b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
   c. The Solicitation including all Addendums; and
   d. Contract Vendor's response to the Solicitation

   These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.

4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

   The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.

7. **MASTER AGREEMENT ADMINISTRATOR**. The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

   Susan Kahle
   Acquisition Management Specialist
   Department of Administration
   Materials Management Division
   50 Sherburne Avenue
   112 Administration Building
   St. Paul, MN 55155

   Fax: 651.297.3996
   E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

   By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

   If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:
   a. clearly mark all trade secret materials at the time the information is submitted;
   b. include a statement with regard to the information justifying the trade secret designation for each item; and,
   c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. **IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

    RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

    A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

    a. gives the responder taking the exception a competitive advantage over other vendors; or,
    b. gives the Lead State something significantly different from that which the Lead State requested.

14. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. **NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

    STATE OF MINNESOTA:
    MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
    112 Administration Bldg.
    50 Sherburne Avenue
    St. Paul, MN 55155
    651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

   Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
   a. A Participating Entity's Participating Addendum ("PA");
   b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
   c. The Solicitation including all addendums; and
   d. Contract Vendor's response to the Solicitation

   These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.

4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED.**
   7.1 Confidentiality. The parties acknowledges that they and their employees or agents may, in the course of providing the Product and Services under this Master Agreement, be exposed to or acquire information that is confidential . Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, (c) information concerning individuals, (d) software, (e) product plans, (f) marketing and sales information, (g) customer lists, and (h) "know-how," or trade secrets, is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by disclosing party) publicly known; (b) is rightfully furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in recipient party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than disclosing party without the obligation of confidentiality, (e) is disclosed with the written consent of disclosing party or; (f) is independently developed by employees, agents or subcontractor of the parties who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. The parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The parties shall use commercially reasonable efforts in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, parties shall advise each other immediately if they learn or have reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and shall at their expense cooperate in seeking injunctive or other equitable relief against any such person. Except as directed in writing , the parties will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement the parties shall turn over all documents, papers, and other matter in the recipient party's possession that embody Confidential Information. Notwithstanding the foregoing, the recipient party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury that is inadequately compensable in damages. Accordingly, the injured party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interests and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT**. The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

   In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**
   a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
      i. Nonperformance of contractual requirements; or
      ii. A material breach of any term or condition of this Master Agreement; or
      iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
      iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
      v. Any default specified in another section of this Master Agreement.
   b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole

discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
   i. Exercise any remedy provided by law; and
   ii Terminate this Master Agreement and any related Master Agreements or portions thereof; and
   iii Impose liquidated damages as provided in this Master Agreement; and
   iv. Suspend Contract Vendor from receiving future bid solicitations; and
   v. Suspend Contract Vendor's performance; and
   vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

10. DELIVERY. Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.

11. FORCE MAJEURE. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. GOVERNING LAW. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. INDEMNIFICATION. DELETED SEE SECTION 2C17.

14. INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17.

15. INDEPENDENT CONTRACT VENDOR. The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. INDIVIDUAL CUSTOMER. Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. INSURANCE. Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.**

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

    If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. **PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month

on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

25. **PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

26. **RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

    The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

    Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

    The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

    Records will be retained longer if required by Participating Entity's law.

27. **REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.

    a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).

    b. Detailed Sales Data. Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

       Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

    c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.

    d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO

shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING.

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT. NEGOTIATED.

OWNERSHIP

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.

b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. Subject to payment in full for the products, equipment or services, the Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. Contract Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services, and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contract Vendor in the course of performing the services

or creating the deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Ordering Entity (collectively, the "Residual IP"), even if embedded in the deliverable.

31. **WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

32. **WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

    For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

    Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

33. **LIMITATION OF LIABILITY. NEGOTIATED.**

    A. CONTRACT VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.

    B. CONTRACT VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ALL PARTICIPATING ADDENDA SOURCED FROM THIS MASTER AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF TEN MILLION DOLLARS ($10,000,000).

    C. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACT VENDOR'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO ORDERING ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

34. **SERVICE AGREEMENTS. NEGOTIATED.** Contract Vendor may provide Services, Software or Deliverables to you in accordance with one or more "Service Agreements." **"Service Agreements"** are service contracts, including "Service Descriptions" available at www.dell.com/servicecontracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

    Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the

foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

35. **SOFTWARE LICENSE. NEGOTIATED.** Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Contract Vendor to Purchasing Entity) is subject to the separate license agreements accompanying the Software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Purchasing Entity during the installation or use of the Software. Purchasing Entity agrees that it will be bound by such license agreement.

    Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

36. **EXPORT COMPLIANCE. NEGOTIATED.** Contract Vendor, Lead State and Purchasing Entities acknowledge that products (including software) sold or licensed under this Master Agreement are subject to the export control laws and regulations of the United States and other countries from which they were supplied and in which they are used and Purchasing Entity agrees to abide by those laws and regulations. Purchasing Entity warrants that any software provided by it and used as a part of the services supplied by Contract Vendor under this Master Agreement contains no encryption or to the extent that it contains encryption such software is approved for export under the relevant laws or regulations.

37. **RETURNS AND EXCHANGES. NEGOTIATED.** Contract Vendor's return policy can be found at www.dell.com/returnspolicy and applies to any returns and exchanges. Before returning or exchanging a Product, Purchasing Entity must contact Contract Vendor directly to obtain an authorization number to include with the return. Purchasing Entity must return Products to Contract Vendor in their original or equivalent packaging, and Purchasing Entity is responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. Restocking fees must be approved by the customer. If Purchasing Entity fails to follow the return or exchange instructions provided by Contract Vendor, Contract Vendor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. This restocking fee shall not apply in the case of Contract Vendor error.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.

2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

   Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

   Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT http://mn.gov/oet/policies-and-standards/accessibility/#.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.

4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.

5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.

6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
   a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
      Instructions for certification:
      1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

      2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

      3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification

was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. CHANGE REQUESTS. The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or

amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf.

11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.

13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.

14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

    In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

    The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

    a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of $100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds $100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds $100,000 and the Contract Vendor employed more than

40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. **INDEMNIFICATION. NEGOTIATED.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action for personal bodily injury, including death, and damage to tangible personal property, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence in the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

    If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. **INTELLECTUAL PROPERTY INDEMNIFICATION. NEGOTIATED** In the event of any such claim by any third party against the Participating Entity that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights (**"Indemnified Claims"**), the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

    If Contract Vendor receives prompt notice such a claim that in the Contract Vendor's opinion is likely to result in an adverse ruling, the Contract Vendor shall at its option (1) obtain a right for the Participating Entity to continue using such Products, Deliverables or Software or allow Contract Vendor to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software.

    Notwithstanding the foregoing, Contract Vendor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by or on behalf of Contract Vendor; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contract Vendor's compliance with Participating Entity's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Participating Entity. Contract Vendor's duty to indemnify and defend under this Section is contingent upon: (x) Contract Vendor receiving prompt written notice of the third-party claim or action for which Contract Vendor must indemnify Participating Entity, (y) Contract Vendor having the right to solely control the defense and resolution of such claim or action, and (z) Participating Entity's cooperation with Contract Vendor in defending and resolving such claim or action. This Section states Participating Entity's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Contract Vendor to provide any greater indemnity to Participating Entity.

19. **JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

20. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

21. **NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract,""Contract Vendor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.** Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security

review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

25. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. **PREFERENCE.**

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first $500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.usunder "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first $500,000 of the response.
If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

27. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

28. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the

State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

29. **PURCHASE ORDERS. NEGOTIATED.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract. Unless otherwise expressly agreed between a Purchasing Entity and the Contract Vendor, any preprinted terms on the Purchasing Entity's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Master Agreement or the Participating Addendum shall be binding on Contract Vendor.

30. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
    a. reject any and all responses received;
    b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
    c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
    d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
    e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
    f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

31. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

32. **SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

33. **STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

34. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.

35. **TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.

2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.

3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.

4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.

5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.

6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.

8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.

9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: http://www.wnpsp.com/index.html. States and other Participating Entities can choose to purchase these packages without any signing additional documents.

10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.

11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.

13. **FREIGHT**. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.

14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

COMPUTER EQUIPMENT
2014-2019

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICING DELL RETAIL PRICE LIST		
LINK: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf		
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	13.5%
BAND 2 LAPTOP	A	13.5%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation; Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell | EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	.5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	M	5.5%
CATEGORY EXCEPTIONS:		
Selected Third Party Products (software and peripherals)	X	.5%
Selected Third Party Printers	F	1.5%
4. SERVICES		
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R,Z,Z1&ZS	.5%
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		

a. **Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.**

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
$50,000.00	$99,999.99	Greater than or Equal to 1%
$100,000.00	$199,999.99	Greater than or Equal to 2%
$200,000.00	$499,999.99	Greater than or Equal to 4%
$500,000.00	$999,999.99	Greater than or Equal to 6%
$1,000,000.00	No Maximum	Greater than or Equal to 8%

b. **Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.**

Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)
Up to $2B	13.5%
$2B to $4B	14%
$4B to $6B	14.5%
$6B to $8B	15%
$8B to $10B	15.5%
Over $10B	16%

c. **Other Discounts provided:** For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:

   a. Band number
   b. Part # - SKU #
   c. Manufacturer
   d. Description
   e. Minimum Discount
   f. Category Code (This code will be refined during the approval process)
   g. Other fields approved by the Lead State

2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ **DATE:** _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:

   a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
   b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
   c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
   d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
   e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.

2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.

   a. Baseline Price List and historic versions
   b. Approved Product and Service Schedule (PSS)
   c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
   d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
   e. Link to the WSCA-NASPO EmarketCenter
   f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
   g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
   h. Sales representatives for participating entities
   i. Purchase order tracking
   j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
   k. Additional Terms may not be posted on the Website without written approval of the Lead State
   l. Link to the WSCA-NASPO EmarketCenter if a State is participating
   m. Information on accessibility and accessible products
   n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
   o. Links to environmental certification, including but not limited to take-back/recycling programs,
   p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf
   q. Service options, service agreements for negotiations when allowed by a participating addendum
   r. EPEAT, Energy Star, etc.
   s. Link to Signed Participating Addendums
   t. Link to Signed Master Agreement
   u. Link to solicitation and Response

3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement #_____with _____(Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____
Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

___Update of Product & Service Schedule Provide summary of additions, deletions and pricing changes.
NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED
___Quarterly Self Audit Check this box to verify the Quarterly Self Audit has been completed

___Third Party Product Addition Provide warranty Guarantee

___Marketing Approval Attach Materials for review

___Material Website Change Describe and provide link for review

___Miscellaneous Inquiry Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

Title of Requester: _____

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST FORM (ARF)

ACTION REQUEST FORM
LOG

Submit updated Action Log with each update. Log must provide history of previous update.

CONTRACT VENDOR:_____

Contact Name and Email (for questions):_____

DATE:_____

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

1. **OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.

2. **DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. **REQUIRED REPORTS:**

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.
Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.
Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.
BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.
BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.
BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement.~~ BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.
Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)
Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.
Components. Parts that make up a computer configuration.
Configuration. The combination of hardware and software components that make up the total functioning system.
Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. https://www.revisor.mn.gov/statutes/?id=16C.08

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories. Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See http://www.wnpsp.com/index.html.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or **WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING, L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. By: D. Wigington Signature Diane Wigington Printed Name Title: Contracts Program Manager Date: 02/14/2017 By: _____ Signature _____ Printed Name Title: _____ Date: _____	**2. OFFICE OF STATE PROCUREMENT** In accordance with Minn. Stat. § 16C.03, subd. 3. By: Andy Doran Title: Acquisition Management Specialist Date: 2/15/17 **3. COMMISSIONER OF ADMINISTRATION** Or delegated representative. By: Laura J. Jarnett Date: 2/16/2017

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

COMPUTER EQUIPMENT
2014-2020
Updated 04/01/2017

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICING DELL RETAIL PRICE LIST		
LINK: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf		
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	15%
BAND 2 LAPTOP	A	15%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation; Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell | EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	.5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	M	5.5%
CATEGORY EXCEPTIONS:		
Selected Third Party Products (software and peripherals)	X	.5%
Selected Third Party Printers	F	1.5%
4. SERVICES		
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day On-site (extended yrs), Critical Care On-site Service (all yrs), other svcs	R,Z,Z1&ZS	.5%
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		

a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
$50,000.00	$99,999.99	Greater than or Equal to 1%
$100,000.00	$199,999.99	Greater than or Equal to 2%
$200,000.00	$499,999.99	Greater than or Equal to 4%
$500,000.00	$999,999.99	Greater than or Equal to 6%
$1,000,000.00	No Maximum	Greater than or Equal to 8%

b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.

Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)
Up to $2B	13.5%
$2B to $4B	14%
$4B to $6B	14.5%
$6B to $8B	15%
$8B to $10B	15.5%
Over $10B	16%

c. **Other Discounts provided:** For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.

CERTIFICATE OF SIGNATURE AUTHORITY

This is to certify that the below named individuals of Dell Federal Systems, L.P. are authorized to execute agreements, proposal documents, certificates and representations on behalf of and in the name of Dell Federal Systems, L.P. or any other Dell entity in accordance with Dell's Contracts, Proposals and Statements of Work (SOW) US Signature Policy. This certification shall become effective upon execution and continue until rescinded in whole or in part. If the employment status, title or roles and responsibilities of any of the below named individuals changes then their authority will be revised according to their then current employment status, title or roles and responsibilities. This certification may be rescinded in whole or in part, at any time without prior notice. Interested parties may request an updated certificate by written request to the following address:

Dell Federal Systems, L.P.
Customer Engagement Management
Contracts, Proposals & SOW
Certificate of Authority Request
One Dell Way, Mailstop 8708
Round Rock, Texas 78682

John Lavorato, Executive Director – CEM
Bobbi Dangerfield, VP Global Relationship Business Operations
Joe Ayers, AVP - Federal
Max Peterson, AVP - Federal
Barbara Tomaschy, VP - Finance
Scott Sanders, Executive Director - Finance
Josh Bashara, Operations Director
Kathleen Hines, Contracts Director
Glen McGuire, Proposals Director
Jane McKenzie, Contracts Director
Rich Walsh, Contracts Director
Kim James, Audit & Compliance
Cindy Waidelich, Proposals Sr. Manager
Dana Anderson, Contract Manager
Pamala Aschenbrenner, Contract Manager, SOW
Lorri Bailey, Contract Manager
John Billings, Proposal Manager
Dennis Brand, Proposal Manager
Kevin Bromley, Contracts Manager
Eric Bufkin, Proposal Manager
Solange Calo, Proposal Manager
Lisa Campos, Proposal Manager
Aimee Cantrell, Proposal Manager
Renee Carrasco, Proposal Manager
Daniela Chambless, Proposal Manager
Michelle Chaney, Proposal Manager
Len Collett, Contract Manager
Mary Collins, Proposal Manager
Chris Collinson, Proposal Manager
Dennis Daley, Contract Manager
Mitchell Duncan, Proposal Manager
Montana Duncan, Contract Manager
Greg Fletcher, Proposal Manager
Meghan Flisakowski, Proposal Manager
Ani Fox, Proposal Manager
Jody Hahn, Proposal Manager
Jill Henderson, Contract Manager
Brian Johnson, Proposal Manager
Beth Jordan, Proposal Manager
Kate Kauffman, Contract Manager, SOW
Brice Kelly, Contract Manager
Liz Killmer, Contract Manager
Ashleigh Lane, Contract Manager
Stephanie Lendecky, Contract Manager
Scott Loras, Contract Manager
Melanie Mack, Proposal Manager
Christina McColly, Contract Manager
Lauren McCosham, Contract Manager
Staci McDonald, Proposal Manager
Felicia Middleton, Proposal Manager
Stephanie Miller, Contract Manager
Clare Mooney, Proposal Manager
Susan Morgan, Contract Manager
Jeannine Nagel, Proposal Manager
Kelly O'Shieles, Contract Manager
Stan Parish, Proposal Manager
Jennifer Parris, Contract Manager
Phyllis Pate, Contract Manager
Keon Robertson, Contract Manager, SOW
Tiffany Roper, Proposal Manager
Robert Saufferer, Contract Manager
Mary Shuman, Proposal Manager
Brian Sokoff, Proposal Manager
Susan Spalding, Contracts Advisor
Nicholas Stokes, Proposal Manager
Ted Thomas, Proposal Manager
Melissa Vaclavik, Proposal Manager
Christian von Wupperfeld, Contract Manager
Teresa Walden, Contract Manager
David White, Contract Manager
Diane Wigington, Contract Manager

Witness my hand on the following day:

Frank Muehleman
VP and General Manager – North America Public Business Group

6/6/2011
Date

AMENDMENT NO. 2 TO CONTRACT MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, Tablets, Servers, and Storage, including Related Peripherals and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING L.P.
The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____
Signature

Sadie Robbins
Printed Name

Title: Sr. Contract Manager

Date: 12/19/19

By: _____
Signature

_____
Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: _____

Title: Acquisition Management Specialist

Date: 1.27.2020

3. COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: Andy Doran

Date: 1/27/2020

STATE OF MINNESOTA
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

May 7, 2021

Alyssa Sayles
Dell Marketing L.P.
One Dell Way
Mailstop RR1-33 Legal
Round Rock, TX 78682

Dear Ms. Sayles:

Please find enclosed Amendment 3 to NASPO Master Agreement No. MNWNC-108 for you to complete and return.

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **May 14, 2021**.

A current certificate of insurance from your insurer, in the amounts called for in the contract, is required now to complete the contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to Elizabeth Randa at Elizabeth.Randa@state.mn.us. No contract document will be executed with your company until the COI has been received and approved.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

cc: Pamela Kunhart

AMENDMENT NO. 3 TO NASPO MASTER AGREEMENT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-108, April 15, 2015, through July 31, 2021 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-108 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Dell Marketing L.P.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: Alyssa Sayles

Signature B03F195AB752450...

Alyssa Sayles

Printed Name

Title: Contract Administrator

Date: 5/10/2021

By: _____

Signature

_____

Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:

By: Elizabeth Randa

742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 5/14/2021

3. Commissioner of Administration

Or delegated representative.

DocuSigned by:

By: Andy Doran

68D02A26D7604BA...

Date: 5/14/2021

DocuSign Envelope ID: 3299F8E0-2A57-4746-A209-8989619C2878

STATE OF MINNESOTA
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

May 12, 2022

Renee Brand
Dell Marketing L.P.
One Dell Way
Mailstop RR1-33 Legal
Round Rock, TX 78682

Dear Ms. Brand:

Amendment No. 4 to NASPO Master Agreement No. MNWNC-108 is enclosed for you to complete and return.

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **May 20, 2022.**

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

cc: Cyndi Radel
Greg Garritty
Mike Hendrix

AMENDMENT NO. 4 TO NASPO MASTER AGREEMENT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-108, April 15, 2015, through July 31, 2022 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-108 is extended through February 28, 2023, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2022, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Dell Marketing L.P.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: Alyssa Sayles

63EA126F4265402...

Signature

Alyssa Sayles

Printed Name

Title: Contract Administrator

Date: 5/26/2022

By: _____

Signature

_____

Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:

By: Elizabeth M. Randa

742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 5/26/2022

3. Commissioner of Administration

Or delegated representative.

DocuSigned by:

By: Andy Doran

68D02A26D7604BA...

Date: 5/26/2022

AMENDMENT NO. 5 TO NASPO MASTER AGREEMENT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-108, April 1, 2015, through February 28, 2023 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-108 is extended through July 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Dell Marketing L.P.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: Katherine Castillo

Signature 8DEF23302D0B4B8...

Katherine Castillo

Printed Name

Title: ParaLegal Advisor

Date: 1/10/2023

By: _____

Signature

_____

Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:

By: Elizabeth M. Randa

742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 2/1/2023

3. Commissioner of Administration

Or delegated representative.

DocuSigned by:

By: Andy Doran

68D02A26D7604BA...

Date: 2/1/2023

AMENDMENT NO. 5 TO NASPO MASTER AGREEMENT NO. MNWNC-109

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and EMC Corporation, 176 South Street, Hopkinton, MA 01748 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-109, April 1, 2015, through February 28, 2023 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-109 is extended through July 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. EMC Corporation

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: Katherine Castillo

Signature 8DEF23302D0B4B8...

Katherine Castillo

Printed Name

Title: ParaLegal Advisor

Date: 1/10/2023

By: _____

Signature

_____

Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:

By: Elizabeth M. Randa

742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 2/1/2023

3. Commissioner of Administration

Or delegated representative.

DocuSigned by:

By: Andy Doran

68D02A26D7604BA...

Date: 2/1/2023

STATE OF MINNESOTA
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

June 13, 2023

Ashley Salinas
Dell Marketing L.P.
One Dell Way
Mailstop RR1-33 Legal
Round Rock, TX 78682

Dear Ms. Salinas:

Enclosed for you to complete and return is Amendment No. 6 to NASPO Master Agreement No. MNWNC-108.

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **June 15, 2023.**

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

AMENDMENT NO. 6 TO NASPO MASTER AGREEMENT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-108, April 1, 2015, through July 31, 2023 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-108 is extended through October 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Dell Marketing L.P.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: Katherine Castillo

Signature 8DEF23302D0B4B8...

Katherine Castillo

Printed Name

Title: ParaLegal Advisor

Date: 6/13/2023

By: _____

Signature

_____

Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:

By: Elizabeth Randa

742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 6/13/2023

3. Commissioner of Administration

Or delegated representative.

DocuSigned by:

By: Andy Doran

68D02A26D7604BA...

Date: 6/13/2023

STATE OF MINNESOTA
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

June 13, 2023

Jennifer Sherman
EMC Corporation
176 South Street
Hopkinton, MA 01748

Dear Ms. Sherman:

Enclosed for you to complete and return is Amendment No. 6 to NASPO Master Agreement No. MNWNC-109.

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **June 15, 2023.**

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

AMENDMENT NO. 6 TO NASPO MASTER AGREEMENT NO. MNWNC-109

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and EMC Corporation, 176 South Street, Hopkinton, MA 01748 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-109, April 1, 2015, through July 31, 2023 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-109 is extended through October 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. EMC Corporation

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: Katherine Castillo

8DEF23302D0B4B8...

Signature

Katherine Castillo

Printed Name

Title: ParaLegal Advisor

Date: 6/13/2023

By: _____

Signature

_____

Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:

By: Elizabeth Randa

742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 6/13/2023

3. Commissioner of Administration

Or delegated representative.

DocuSigned by:

By: Andy Doran

68D02A26D7604BA...

Date: 6/13/2023

Agenda Item 4.5

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Notice of City Engineer's Receipt of Final Maps for Review for Tracts 8563, 8645, 8646, 8648, and 8671
Prepared by: Kan Xu, Senior Civil Engineer

EXECUTIVE SUMMARY:

The City Council will receive a notification of the City Engineer's receipt of the Final Maps for review for Tracts 8563, 8645, 8646, 8648, and 8671, Francis Ranch Large Lot Map and Neighborhoods 1, 2, and 4.

STAFF RECOMMENDATION:

Receive the notification.

FINANCIAL IMPACT:

There is no impact to the General Fund.

DESCRIPTION:

In accordance with Chapter 9.24.080 of the City of Dublin Municipal Code, this is notice of the City Engineer's receipt of the following Final Maps for review:

Tract	Location	Developer	Number of Units/Lots	Type
8563	Francis Ranch, Large Lot Map	TH East Ranch Dublin, LLC	16 Lots	Large Lots
8645	Francis Ranch, Neighborhood 1	TH East Ranch Dublin, LLC	101 Lots	Single Family
8646	Francis Ranch, Neighborhood 2	TH East Ranch Dublin, LLC	45 Lots	Single Family
8648	Francis Ranch, Neighborhood 4	TH East Ranch Dublin, LLC	85 Lots	Single Family
8671	Francis Ranch, Neighborhood 2	TH East Ranch Dublin, LLC	53 Lots	Single Family

The Francis Ranch development (formerly East Ranch) is located north of Interstate 580, east of Fallon Road and the Jordan Ranch development, south of the Positano development, and adjacent to the City's eastern city boundary. The development is being subdivided into six neighborhoods. The developer has prepared a Large Lot Final Map Tract 8563 for the entire development area. The developer has also prepared final maps for neighborhoods 1, 2, and 4 (Tracts 8645, 8646, 8648, and 8671) which subdivide four large lot parcels into single family lots. The final maps were submitted for review by Staff.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 4.6

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Intent to Vacate Right-of-Way on Croak Road and Setting a Public Hearing
Prepared by: Kan Xu, Senior Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider adopting a resolution of intent to vacate public street right-of-way on Croak Road between South Terracina Drive and Central Parkway for the Francis Ranch development (formerly East Ranch) and setting a public hearing.

STAFF RECOMMENDATION:

Adopt the Resolution of Intent to Vacate Right-of-Way on Croak Road and Setting a Public Hearing.

FINANCIAL IMPACT:

There is no impact to the General Fund. All costs associated with preparation of this report and processing of the vacation are borne by the developer.

DESCRIPTION:

The 165.5-acre Francis Ranch development (Project), formerly East Ranch, project site is located on undeveloped parcels within the Fallon Village area of the Eastern Dublin Specific Plan. The site is located north of Interstate 580, east of Fallon Road and the Jordan Ranch development, south of the Positano development, and adjacent to the City's eastern boundary. TH East Ranch Dublin, LLC (Applicant) received various planning approvals to develop the Project into six neighborhoods that include the construction of 459 conventional single-family homes, 14 zero lot line single-family homes, and 100 townhomes. As a part of the Project, the Applicant will realign, widen, and improve Croak Road to its ultimate right-of-way width as required by the Project conditions of approval on the vesting tentative map and in compliance with the Eastern Dublin Specific Plan.

The City acquired fee title to Croak Road from the County of Alameda with the incorporation of the City in 1982. Croak Road is currently a low-volume, two-lane rural road between the two parcels

that make up the Project and is used as ingress and egress by adjacent property owners and as an emergency vehicle access for both the Positano and Jordan Ranch developments. The Applicant is requesting to vacate the existing Croak Road right-of-way within the Project boundary between South Terracina Drive and Central Parkway to facilitate development of the site (Attachment 2). Upon completion of the vacation, the Applicant will merge the vacated right-of-way with the existing Project parcels and dedicate a new Croak Road right-of-way to the City. The merger of parcels and the dedication of the new right-of-way will occur with approval and recordation of final map for the Francis Ranch subdivision, Tract 8563. The new Croak Road will maintain a similar street alignment, provide one vehicle lane and one bike lane in each direction, and will include a Class I trail. The new road will be a residential collector street providing access to all neighborhoods within the Project and connecting to Central Parkway, Fallon Road, and eventually the future Dublin Blvd extension.

The process for vacating public right-of-way is set forth in the Streets and Highways Code Section 8310 et. seq. These statutes provide that the City Council must initiate vacation proceedings, a notice of a public hearing on the matter must then be posted along the portion of the street to be vacated and published for two weeks in a newspaper of general circulation (Streets and Highways Code Sections 8322 and 8323). Before the public hearing, the Planning Commission must approve a report to the City Council indicating whether it believes that the vacation is consistent with the City of Dublin General Plan unless exempt by Government Code Section 65402. In this case, the exemption applies. Finally, the City Council must conduct a public hearing, hear evidence regarding the proposal, and then adopt a Resolution of Vacation.

If the resolution of intent to vacate public right-of-way is approved, the City Council will hold a public hearing on the proposed vacation on September 5, 2023.

ENVIRONMENTAL REVIEW:

This vacation is categorically exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301, Existing Facilities.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution of Intent to Vacate Right-of-Way on Croak Road and Setting a Public Hearing
2) Exhibit Showing Portion of Croak Road to be Vacated

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

OF INTENT TO VACATE RIGHT-OF-WAY ON CROAK ROAD AND SETTING A PUBLIC HEARING

WHEREAS, TH East Ranch Dublin, LLC received various planning approvals to develop the Francis Ranch (formerly East Ranch) project site and the project tentative map and conditions of approval require Croak Road to be realigned, widened, and improved to its ultimate right-of-way width; and

WHEREAS, City of Dublin acquired fee title to Croak Road from the County of Alameda as a result of the incorporation of the City in 1982; and

WHEREAS, Croak Road bisects the Francis Ranch development and is used as ingress and egress by adjacent property owners and as emergency vehicle access for the Positano and Jordan Ranch developments; and

WHEREAS, TH East Ranch Dublin, LLC requests the City of Dublin to vacate existing Croak Road right-of-way between South Terracina Drive and Central Parkway to facilitate development of the site; and

WHEREAS, TH East Ranch Dublin, LLC will dedicate new Croak Road right-of-way as a part of the Francis Ranch development; and

WHEREAS, the new Croak Road will maintain a similar street alignment, provide access to all neighborhoods within the Francis Ranch development, and connect to Central Parkway, Fallon Road, and eventually to the future Dublin Boulevard extension.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin adopts this Resolution under the provisions of the Streets and Highways Code Section 8310 et. seq. and Section 8320 in particular, and that it is the intention of the City Council to vacate the portion of Croak Road right-of-way between South Terracina Drive and Central Parkway.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin will conduct a public hearing on the proposed vacation of Croak Road right-of-way on September 5, 2023, at 7:00 p.m., or as soon thereafter as the matter can be heard, in the City Council Chambers, 100 Civic Plaza, California 94568. At the public hearing, any objections to the proposed vacation of Croak Road right-of-way shall be presented.

BE IT FURTHER RESOLVED that notice, in accordance with Streets and Highways Code Sections 8322 and 8323, shall be posted along the portion of the street to be vacated and published for at least two successive weeks in a newspaper published in Alameda County preceding the date of the public hearing.

PASSED, APPROVED AND ADOPTED this 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Portion of Croak Road to be Vacated

Agenda Item 4.7

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Acceptance of Work – Project No. ST0713, Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project

Prepared by: Sai Midididdi, Associate Civil (Traffic) Engineer

EXECUTIVE SUMMARY:

The City Council will consider the acceptance of the Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project, CIP No. ST0713. The project installed a three-inch conduit on Dublin Boulevard between the Civic Center and San Ramon Road.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project, CIP No. ST0713.

FINANCIAL IMPACT:

The Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project, CIP No. ST0713, is complete and the project funding and costs were as follows:

Project Funding Source (2021-2022)	
General Fund	$1,500,000.00
State Gas Tax Fund	$104,000.00
Measure B Sales Tax Local Streets Fund	$248,640.00
TFCA/Transportation for Clean Air	$146,000.00
Vehicle Registration Fee	$792,826.00
Measure BB Sales Tax Local Streets Fund	$400,000.00
Road Maintenance & Rehab Account (RMRA)	$654,320.00
Eastern Dublin Transportation Impact Fee	$200,000.00
Western Dublin Transportation Impact Fee	$199,000.00

Internal Service Fund - Equipment	$174,990.00
Total Funding	**$4,419,776.00**
Estimated Expenditures	
Construction Contract with Change Orders	$945,612.32
Contract Services, Design, Salary, and Testing	$190,782.77
Total Expenditures	**$1,136,395.09**
Estimated Project Balance	**$3,283,380.91**

Upon the City Council's acceptance of the project, the remaining budget will be retained within the Citywide Signal Communications Upgrade Project for use on the phase two portion of the Project that involves installing fiber in the new conduit.

DESCRIPTION:

On January 10, 2023, the City Council awarded a contract for the Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project to St. Francis Electric for $866,000, which is just one phase of the larger Citywide Signal Communications Upgrade Project (CIP No. ST0713, Attachment 2), which provides for a variety of upgrades to the City's signal communications infrastructure. The scope of work of this phase includes installing a three-inch conduit on Dublin Boulevard between the Civic Center and San Ramon Road. In a future phase, a fiber optic interconnect will be installed in the conduit, and all the intersections along Dublin Boulevard between the Civic Center and San Ramon Road will be upgraded to a faster, more reliable, and higher bandwidth network connection.

Staff has determined that the project is complete and recommends that the City Council accept the project and begin the warranty period. The estimated remaining budget of $3,283,380.91 will be retained within the Citywide Signal Communications Upgrade Project budget for use in the future phase, which will install a fiber optic interconnect in the conduit and other communication upgrades.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A courtesy copy of this report was sent to St. Francis Electric.

ATTACHMENTS:

1) Resolution Accepting the Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project, CIP No. ST0713
2) CIP No. ST0713

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ACCEPTING THE CITYWIDE SIGNAL COMMUNICATIONS UPGRADE – CONDUIT INSTALLATION FOR FUTURE FIBER INTERCONNECT ON DUBLIN BOULEVARD PROJECT, CIP NO. ST0713

WHEREAS, on January 10, 2023, the City entered into a contract with St. Francis Electric to perform Project No. ST0713, the Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project; and

WHEREAS, said improvements have been completed in accordance with plans and specifications, and any approved modifications thereof, to the satisfaction of the City Engineer of the City of Dublin; and

WHEREAS, as a condition of the contract, St. Francis Electric is required to warranty the improvements for a period of one year following acceptance of the work by the City of Dublin and maintain a maintenance bond in the amount of 10% of the final contract value.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby accept the Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project improvements, Project No. ST0713 and authorize Staff to file a Notice of Completion with Alameda County.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to release the retention, if after 35 days of filing the Notice of Completion there are no subcontractor claims.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to release the maintenance bond at the end of the one-year warranty period.

PASSED, APPROVED AND ADOPTED this 15th day of August 2023, by the following vote:

{Signatures on the following page}

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Number – ST0713 | **CITYWIDE SIGNAL COMMUNICATIONS UPGRADE** | **Program – STREETS**

PROJECT DESCRIPTION

This project provides for the continued upgrades of the traffic signal communications system and includes the replacement of signal controllers, conflict monitors, and battery backup units, as well as managing ongoing signal operations of coordinated corridors. In Fiscal Years 2019-20 and 2020-21, the project further expanded the traffic communication network, connecting traffic signals on Dublin Boulevard, San Ramon Road, Fallon Road and Tassajara Road. The project will provide for the installation of new conduits, removing the existing copper communication cables and installing new fiber optic cables on Dublin Boulevard. The project will also expand the adaptive traffic signal system along key corridors and will connect existing and new public safety infrastructure, such as situational awareness cameras and automated license plate recognition cameras, to the high-speed fiber optic communications system. A project is currently in construction to install a conduit pathway between Civic Center and San Ramon Road to accommodate the future fiber optic upgrade to city infrastructure.

The project updated the City of Dublin Travel Demand Forecasting Model to provide traffic flow projections on the arterial and collector roadways as well as analyzed future land use development proposals and transportation network changes in the City. In April 2021, the project resulted in City Council adopting a resolution establishing the California Environmental Quality Act (CEQA) transportation thresholds of significance for Vehicle Miles Traveled (VMT).

This project is partially funded with General Fund reserve designation for One Time Initiative - Capital. Potential other funding for this project may include Federal and State grants.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

		2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$38,637	$92,990	$8,320	$8,320				$148,267
9200 – Contract Services	$612,021	$466,060	$135,000	$135,000				$1,348,081
9400 – Improvements	$729,509	$2,235,409	$91,720	$131,720				$3,188,358
9500 – Miscellaneous	$4,900							$4,900
9600 – Equipment		$5,120						$5,120
TOTAL	**$1,385,067**	**$2,799,579**	**$235,040**	**$275,040**				**$4,694,726**

FUNDING SOURCE	PRIOR YEARS	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS
1101 – General Fund Designation	$79,853	$1,420,147						$1,500,000
2201 – State Gas Tax		$104,000						$104,000
2204 – Measure B Sales Tax - Local Streets Fund (ACTC)	$194,493	$54,147						$248,640
2207 – TFCA/Transportation for Clean Air	$54,426	$91,574						$146,000
2212 – Vehicle Registration Fee (ACTC)	$704,451	$53,335	$35,040	$35,040				$827,866
2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)		$200,000	$200,000	$200,000				$600,000
2220 – Road Maint. & Rehab. Account (RMRA)	$36,844	$617,476		$40,000				$694,320
4301 – Eastern Dublin Transportation Impact Fee	$198,248	$1,752						$200,000
4304 – Western Dublin Transportation Impact Fee	$27,278	$171,722						$199,000
6305 – Internal Service Fund - Equipment	$89,474	$85,426						$174,900
TOTAL	**$1,385,067**	**$2,799,579**	**$235,040**	**$275,040**				**$4,694,726**

ANNUAL OPERATING IMPACT							

Agenda Item 4.8

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendment to Resolution 133-22 Approving the 2023 – 2031 Housing Element
Prepared by: Anne Hersch, Assistant Community Development Director

EXECUTIVE SUMMARY:

The City Council will consider an amendment to Resolution 133-22 approving the 2023 – 2031 Housing Element effective as of November 15, 2022.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending City Council Resolution 133-22 Approving the 2023 – 2031 Housing Element.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
Each local government in California is required to adopt a comprehensive, long-term General Plan for the physical development of the jurisdiction. A certified Housing Element is one of seven mandatory elements of the General Plan. Housing Element law mandates that local governments update their Housing Element every eight years to demonstrate how the jurisdiction has adequately planned to meet the existing and projected housing needs of all economic segments of the community.

On November 15, 2022, the City Council adopted Resolution 133-22, which approved the draft Housing Element and associated General Plan and Specific Plan amendments and rezonings. The Resolution also directed Staff to submit the draft Housing Element to the State Department of Housing and Community Development (HCD) for review and certification, and authorized Staff to make non-substantive changes in response to HCD comments to achieve certification. On

November 18, 2022, Staff submitted the draft 2023-2031 Housing Element for review and certification. Staff and the consultant are continuing to work with HCD staff to achieve certification of the Housing Element.

Analysis

Although it was the City's intent to adopt the Housing Element in November, consistent with state law (Government Code section 65585(f)), City Council Resolution 133-22 states that *the resolution* does not become effective until certification of the 2023-2031 Housing Element by HCD. The City's intent was to defer the adoption of the related General Plan and Specific Plan Amendments and rezonings until HCD certified the Housing Element. Therefore, Staff recommends amending Resolution 133-22 to make adoption of the 2023-2031 Housing Element and related Initial Study/Negative Declaration effective as of November 15, 2022. Please refer to Attachment 1 for the Resolution incorporating these amendments.

ENVIRONMENTAL DETERMINATION:

Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City prepared an Initial Study/Negative Declaration (IS/ND) for the project.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Housing Affordability
Objective A: Develop a Certified Housing Element that balances the location of housing options for all income types.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda and the Staff Report were made available on the City's website.

ATTACHMENTS:

1) Resolution Amending City Council Resolution 133-22 Approving the 2023 – 2031 Housing Element

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING CITY COUNCIL RESOLUTION 133-22 APPROVING THE 2023 – 2031 HOUSING ELEMENT (PLPA-2022-00036)

WHEREAS, the State of California requires cities and counties to adopt a comprehensive, long-term General Plan for the physical development of the City; and

WHEREAS, the Housing Element is one of seven mandated elements of the General Plan and must address the existing and projected housing needs for all economic segments of the community; and

WHEREAS, State law requires Housing Elements to be updated every eight years; and

WHEREAS, the City of Dublin prepared the 2023 – 2031 Housing Element in accordance with State law, and associated amendments to the General Plan, including the Land Use Element and Land Use Map, and Seismic Safety and Safety Element, and associated amendments to the Eastern Dublin Specific Plan which are collectively referred to as the "Project"; and

WHEREAS, the California Environmental Quality Act (CEQA), together with the CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared; and

WHEREAS, the City prepared an Initial Study for the Project to determine if it may have a significant effect on the environment; and

WHEREAS, the Initial Study determined that the Project would not have any significant environmental effects and the preparation of a Negative Declaration was the appropriate CEQA document; and

WHEREAS, the Initial Study/Negative Declaration was circulated for public review from October 4, 2022, through November 2, 2022; and

WHEREAS, on November 15, 2022, the City Council held a properly noticed public hearing on the Project, including the Initial Study/Negative Declaration, at which time all interested parties had the opportunity to be heard; and

WHEREAS, on November 15, 2022, the City Council did hear and use independent judgment and considered all said reports, recommendations, and testimony and adopted Resolution 133-22 which adopted the Project and the related Initial Study/Negative Declaration and the 2023 – 2031 Housing Element effective upon certification of the 2023 – 2031 Housing Element by the California Department of Housing and Community Development (HCD); and

WHEREAS, the City Council's intent was to adopt the Housing Element on November 15, 2022 and defer the adoption of the related General Plan and Specific Plan amendments until HCD certified the Housing Element, but the Resolution provided that it would not become effective until HCD certified the Housing Element.

NOW, THEREFORE, BE IT RESOLVED that the City Council affirms the findings and recitals contained in Resolution 133-22; and

BE IT FURTHER RESOLVED that the Dublin City Council hereby amends Resolution 133-22 to make adoption of the Initial Study/Negative Declaration and approval of the 2023 – 2031 Housing Element effective on November 15, 2022.

PASSED, APPROVED, AND ADOPTED this 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 4.9

STAFF REPORT
CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Actions Taken During City Council Recess
Prepared by: Laurie Sucgang, City Engineer, and Raelyn Miranda, Administrative Aide

EXECUTIVE SUMMARY:

The City Council will receive a report on the administrative actions taken during the City Council recess between June 21 and August 14, 2023, which were related to the Annual Street Resurfacing and Overlay projects, the Alamo Creek Fence Replacement Project, and an agreement with All City Management Services, Inc. for the provision of crossing guards.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

While administrative actions were taken to move certain projects forward during the City Council recess, the only contract awarded through the recess was to All City Management Services, Inc. for crossing guard services. There are sufficient funds in the adopted Fiscal Year 2023-24 budget for the All City Management Services, Inc. agreement. Dublin Unified School District will reimburse the City for the cost of crossing guards at six sites and the City will be responsible for the remaining 11 sites.

DESCRIPTION:

Annual Street Resurfacing and Overlay Projects

On June 20, 2023, the City Council adopted Resolution No. 69-23 delegating authority to the City Manager to approve the plans and specifications and to award construction contracts for the Annual Street Resurfacing Project, CIP No. ST0117. The Five-Year Capital Improvement Program (CIP) includes the Annual Street Resurfacing project, CIP No. ST0117 (Attachment 1).

On June 15, 2023, Staff received four bids for the 2023 Slurry Seal Project. All bids were over the engineer's estimate, ranging from $1,053,656.70 to $1,292,000, which exceeded the budget. All

bids were therefore rejected by the City Manager, and a separate project with a revised scope of work was advertised. On July 24, 2023, Staff received four bids for the revised July 2023 Slurry Seal Project ranging from $706,586.60 to $921,129.00. The lowest responsive bid of $706,586.60 was submitted by American Asphalt Repair & Resurfacing Co., Inc., which is within existing budgetary appropriations. Staff reviewed the bid results, checked references and necessary licenses, and in a separate item on the August 15, 2023 City Council meeting agenda, Staff recommends the City Council award the Annual Street Resurfacing Project (July 2023 Slurry Seal), CIP No. ST0117, to American Asphalt Repair & Resurfacing Co., Inc. as the lowest, responsive, responsible bidder.

The Revised 2023 Slurry Seal Project includes localized repair of failed asphalt concrete pavement, slurry seal, and pavement delineation on the following street segments: Alegre Drive, Amarillo Court, Barn Hollow Court, Bay Laurel Court, Bay Laurel Street, Betlen Drive, Buckeye Court, Calle Verde Road, Casa Linda Court, Castle Court, Castle Drive, Circle Way, Corto Court, Cresta Lane, Dillon Way, Estrella Court, Hansen Drive, Kingston Place, Kolb Place, Ladera Court, Ladera Drive, Las Palmas Court, Las Palmas Way, Luna Court, Mancini Court, Manzanita Lane, Mape Way, Meadow Court, Peppertree Road, Prow Way, Rampart Drive, Reilly Court, San Sabana Court, San Sabana Road, Shadow Drive, Shadow Place, and Tina Place. Construction is anticipated to begin at the end of August/early September 2023 and be completed at the end of November/early December 2023, weather dependent.

Resolution No. 69-23 also delegated authority to the City Manager to approve the plans and specifications and to award a construction contract for the 2023 Overlay Project, CIP No. ST0117. This project has been postponed for bidding and construction until 2024 due to the scope of work and engineer's estimates exceeding initial estimates. Since paving is dependent on weather and favorable temperatures, Staff does not recommend advertising an overlay project that cannot be completed before the rainy season. The 2024 Overlay Project is anticipated to include pavement overlay of John Monego Court, Dublin Boulevard, between Hacienda Drive and to approximately John Monego Court, the Alamo Creek Trail pathway along Persimmon Drive, between Central Parkway and Gleason Drive, as well as localized pavement repairs in various City park parking lots.

Alamo Creek Fence Replacement Project

On June 20, 2023, the City Council adopted Resolution No. 70-23 delegating authority to the City Manager to approve the plans and specifications and to award a construction contract for the Alamo Creek Park and Assessment District Fence Replacement Project, CIP No. PK0122, which includes the removal and disposal of existing ornamental metal fencing that has reached the end of its service life at Alamo Creek Park and along Fall Creek Road, Dougherty Road, and Wildwood Road, and replacement with new six-foot-high, vinyl-coated, chain-link fencing. The project also includes patching, painting, and replacement of the decorative metal fencing on the concrete masonry monument sign and culvert walls with new decorative metal fencing in Alamo Creek Park. The project is currently being advertised with bids due after this August 15, 2023 City Council meeting. It is anticipated that Staff will receive bids, review the bid results, check references and necessary licenses, and return to the City Council at a future meeting with a recommendation for award of a construction contract.

All City Management Services, Inc
On June 20, 2023, the City Council adopted Resolution No. 71-23 delegating authority to the City Manager to approve an agreement with All City Management Services, Inc. to provide crossing guards in designated school zones at 17 location sites. The City Manager approved the agreement on July 18, 2023 for a not-to-exceed amount of $800,000.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS:

1) Resolution No. 69-23 - Approving the Plans and Specifications and Delegating Authority to the City Manager to Award Construction Contracts for Annual Street Resurfacing Project, CIP No. ST0117
2) Resolution No. 70-23 - Approving the Plans and Specifications and Delegating Authority to the City Manager to Award a Construction Contract for Alamo Creek Park and Assessment District Fence Replacement Project, CIP No. PK0122
3) Resolution No. 71-23 - Delegating Authority to the City Manager to Approve an Agreement with All City Management Services, Inc.

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RESOLUTION NO. 69 - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE THE PLANS AND SPECIFICATIONS AND TO AWARD CONSTRUCTION CONTRACTS FOR THE ANNUAL STREET RESURFACING PROJECTS (2023 SLURRY SEAL AND 2023 OVERLAY), CIP NO. ST0117

WHEREAS, the design team prepared the plans and specifications for the Annual Street Resurfacing Projects (2023 Slurry Seal and 2023 Overlay), CIP No. ST0117, ("Projects") which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, the City Council will be in recess from June 21, 2023 through August 14, 2023; and

WHEREAS, Staff is aware of specific actions that will be needed for the Projects during the City Council recess; and

WHEREAS, the City Council will be exercising authority pursuant to Section 2.04.190 of the Dublin Municipal Code to delegate its authority in Sections 2.36.160 and 2.36.090 of the Dublin Municipal Code to the City Manager, provided the bids come in within the budget pre-approved by the City Council and that all other competitive bidding procedures are satisfied.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the plans and specifications for the Projects.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to consider, approve, award, and execute the contracts and other associated administrative matters needed for the Projects within existing budgetary appropriations during the City Council's scheduled recess.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Projects' Contract Change Orders based on the appropriated funds designated for the Projects up to the contingency amounts of $100,000 for the 2023 Slurry Seal Project and $150,000 for the 2023 Overlay Project.

BE IT FURTHER RESOLVED that the City Manager shall report to the City Council regarding the actions taken under this resolution at the August 15, 2023 City Council meeting.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 20th day of June 2023, by the following vote:

AYES: Councilmembers Hu, Josey, McCorriston, Qaadri and Mayor Hernandez

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
Melissa Hernandez
97C94F7A46A8461...
Mayor

ATTEST:

DocuSigned by:
Marsha Moore
9BB70815D22F40A...
City Clerk

DocuSign Envelope ID: 55A0E7D6-2109-43E7-A206-BBB7911FC688

RESOLUTION NO. 70 - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE THE PLANS AND SPECIFICATIONS AND TO AWARD A CONSTRUCTION CONTRACT FOR THE ALAMO CREEK PARK AND ASSESSMENT DISTRICT FENCE REPLACEMENT PROJECT, CIP NO. PK0122

WHEREAS, the design team prepared the plans and specifications for the Alamo Creek Park and Assessment District Fence Replacement Project, CIP No. PK0122, ("Project") which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, the City Council will be in recess from June 21, 2023 through August 14, 2023; and

WHEREAS, Staff is aware of specific actions that will be needed for the Project during the City Council recess; and

WHEREAS, the City Council will be exercising authority pursuant to Section 2.04.190 of the Dublin Municipal Code to delegate its authority in Sections 2.36.160 and 2.36.090 of the Dublin Municipal Code to the City Manager, provided the bids come in within the budget pre-approved by the City Council and that all other competitive bidding procedures are satisfied.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the plans and specifications for the Project.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to consider, approve, award, and execute the contract and other associated administrative matters needed for the Project within existing budgetary appropriations during the City Council's scheduled recess.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Project Contract Change Orders based on the appropriated funds designated for the Project up to the contingency amount of $50,000.

BE IT FURTHER RESOLVED that the City Manager shall report to the City Council regarding the actions taken under this resolution at the August 15, 2023 City Council meeting.

{Signatures on the following page}

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PASSED, APPROVED AND ADOPTED this 20th day of June 2023, by the following vote:

AYES: Councilmembers Hu, Josey, McCorriston, Qaadri and Mayor Hernandez

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
Melissa Hernandez
97C94F7A46A8461...
Mayor

ATTEST:

DocuSigned by:
Marsha Moore
9BB70815D22F40A...
City Clerk

RESOLUTION NO. 71 – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE AN AGREEMENT BETWEEN THE CITY OF DUBLIN AND ALL CITY MANAGEMENT SERVICES, INC.

WHEREAS, the City of Dublin desires to enter into an agreement with All City Management Services, Inc. to provide crossing guards in designated school zones; and

WHEREAS, Dublin Unified School District requested 17 location sites; and

WHEREAS, the City Council will be exercising authority pursuant to Section 2.04.190 of the Dublin Municipal Code to delegate its authority in Sections 2.36.160 and 2.36.090 of the Dublin Municipal Code to the City Manager, provided the compensation amount is within the budget pre-approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED City Council of the City of Dublin does hereby authorize the City Manager or designee to approve and execute an agreement with All City Management Services, Inc. for a period of two years and for a compensation amount not to exceed $800,000, inclusive of contingency.

BE IT FURTHER RESOLVED that the City Manager shall report to the City Council regarding the actions taken under this resolution at the August 15, 2023 City Council meeting.

PASSED, APPROVED AND ADOPTED this 20th day of June 2023, by the following vote:

AYES: Councilmembers Hu, Josey, McCorriston, Qaadri and Mayor Hernandez

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
Melissa Hernandez
97C94F7A46A8461...
Mayor

ATTEST:

DocuSigned by:
Marsha Moore
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City Clerk

Agenda Item 4.10

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of Plans and Specifications, Award of Contract to Suarez & Munoz Construction, Inc., and Approval of a Budget Change for the Wallis Ranch Community Park Project, CIP No. PK0421
Prepared by: Michael Boitnott, Capital Improvement Program Manager

EXECUTIVE SUMMARY:

The City Council will consider approving the plans and specifications and awarding a construction contract to Suarez & Munoz Construction, Inc. for the Wallis Ranch Community Park Project. The project will construct the 8.75-acre Wallis Ranch Community Park located on three separate parcels between Tassajara Road and the Wallis Ranch residential development. The City Council will also consider approving a budget change to increase the project funding.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to Suarez & Munoz Construction, Inc. for the Wallis Ranch Community Park Project, CIP No. PK0421, and approve the budget change.

FINANCIAL IMPACT:

As approved in the 2022-2027 Capital Improvement Program Update (CIP), the total budget for the project is $9,178,084. The base bid submitted by Suarez & Munoz Construction, Inc. is $8,100,000, with two add-alternate items totaling $250,000. Staff recommends the inclusion of both add-alternate items and a 10% construction contingency in the amount of $835,000 to facilitate change orders for unforeseen construction issues, bringing the total potential construction contract amount to $9,185,000.

In addition to the construction contract, the project budget includes expenditures for utility connection fees, and soft costs, which include Staff time, consultant costs, permit fees, and other miscellaneous costs. With all the costs, Staff estimates a total project cost of $11,760,000, which will require a budget increase of $2,581,916. To address the shortfall Staff is recommending shifting $975,000 in remaining, available balance in the nearly complete Fallon Sports Park –

Phase 3 Project to the Wallis Ranch Community Park Project. In addition, Staff recommends moving $410,500 from the Fallon Sports Park III Contingency Reserve and $1,196,416 from the General Fund Unassigned (Cash Flow) Reserve to the Advance to the Public Facility Fee Reserve. If approved, the adjustments to these reserves will be reflected in the Fiscal Year 2022-23 financials when the books are closed in December 2023. The proposed funding and costs are as follows:

Funding Source	
Wallis Ranch Community Park (PK0421)	$9,178,084
Total Project Funding	**$9,178,084**
Project Costs	
Base Bid	$8,100,000
Add Alternates No. 1 & 2	$250,000
Construction Contingency	$835,000
Utility Connection Fees (DSRSD & PG&E)	$875,000
Soft Costs	1,700,000
Total Estimated Expenditures	**$11,760,000**
Funding Shortfall	**$2,581,916**
Additional Potential Funding Source	
Fallon Sports Park – Phase 3 Project Savings	$975,000
Fallon Sports Park III Contingency Reserve	$410,500
Unassigned (Cash Flow) Reserve	$1,196,416

DESCRIPTION:

The 2022-2027 Capital Improvement Program Update (CIP) includes the Wallis Ranch Community Park Project, CIP No. PK0421, (Attachment 2), which will construct the 8.75-acre Wallis Ranch Community Park between Tassajara Road and the Wallis Ranch residential development, on three separate parcels known as Parcels 16, 21, and 22. On September 21, 2021, the City Council approved the schematic design for the project, which includes the following park amenities broken down by parcel.

<u>Parcel 16 - Playgrounds</u>

- Playgrounds for ages two to five years (4,900 square feet) and five to 12 years with (5,700 square feet) with wood fiber surfacing
- Picnic area (3,100 square feet) with decomposed granite surface, four picnic tables, four BBQ grills, and shade trees
- Grass area for free play (1.75 acres)
- Lighted interior pathways for circulation, security, and exercise
- Restroom building with two single-occupant restrooms

- Drinking fountain with bottle-fill station at restroom building
- Slope planting with drought-resistant, low-maintenance shrubs
- Play area fencing between tot play area and youth play area
- Four park benches
- Three bicycle racks

Parcel 21 - Sports Courts

- Three lighted tennis courts individually fenced with wind screens
- One lighted tennis court with four-court pickleball overlay
- Four lighted pickleball courts
- Two basketball courts (lighting Add Alternative 1)
- Picnic area (2,600 square feet) with decomposed granite surface, five picnic tables, and shade trees
- Fitness circuit with six fitness stations (Add Alternative 2)
- Lighted interior pathways for circulation, security, and exercise
- Restroom building with three single-occupant restrooms
- Drinking fountains with bottle fill stations
- 24-space lighted parking lot
- Eight benches (2 park benches, 6 benches at sports courts)
- Three bicycle racks

Parcel 22 - Dog Park

- Big dog area (0.50 acres, decomposed granite) with 4-foot-tall, galvanized, chain-link fence
- Small dog area (0.22 acres, decomposed granite) with 4-foot-tall, galvanized, chain-link fence
- Entry plaza (1,600 square feet) with shade trees
- Seven park benches
- Drinking fountain with bottle fill station and integrated dog bowl
- Trees and planting at entry
- Trees within dog park
- Lighting at entry (not designed for nighttime use)
- Galvanized chain-link maintenance access

Bid Process and Results

The City of Dublin issued the bid package for the Wallis Ranch Community Park Project on June 1, 2023. The bid package was made up of one base bid item and two add-alternate items. Five sealed bids were received on July 25, 2023 with the base bids ranging from $7,968,600 to $8,537,879. A summary of the bids is provided as Attachment 3. The low bid submitted by S&H Construction, Inc. was deemed non-responsive as they were unable to satisfy the experience requirement of completing two parks or sports facilities projects for a city, county, or the State of California within the last seven years.

Additionally, in accordance with the Instructions to Bidders, one of the second lowest bidders, Suarez & Munoz Construction, Inc., submitted a bid protest to the City, dated July 28, 2023. The protest claims that the lowest bidder, S&H Construction, Inc., is non-responsive for failure to meet the specific experience requirements.

The second low bid amount of $8,100,000 was submitted by two bidders, Robert A. Bothman Construction and Suarez & Munoz Construction, Inc. Section 20166 of the Public Contract Code general provisions allow, if two or more bids are the same and the lowest, the legislative body to accept the one it chooses. With the recommendation to include the two add-alternative items with the award of the base bid, the best value is to select the low bid submitted by Suarez & Munoz Construction, Inc.

The two add-alternate items included in the bid package were: 1) lighting at the basketball courts for $60,000; 2) six fitness equipment stations for $190,000. Staff recommends award of both add-alternate bid items for a total of $250,000.

In order to facilitate the approval of contract change orders and avoid construction delay, it is requested that the City Manager be authorized to approve change orders up to the contingency amount of $835,000. The resolution will authorize this change as it relates to the project.

If the construction contract is awarded to Suarez & Munoz Construction, Inc., Staff expects work to begin in early October 2023. The project is anticipated to be complete, including the 90-day plant establishment period, in early 2025.

Community Workforce Agreement

On January 11, 2022, the City Council approved a Community Workforce Agreement (CWA) with the Building and Construction Trades Council of Alameda County and its Affiliated Local Unions. The CWA is applicable to public works projects valued at over $1,000,000, ensures that there are no labor issues related to said projects, and bolsters local efforts to connect residents with careers in the building and construction trades. The CWA includes a Local Hire Goal where 20% of all hours on a project be worked by Local Residents, which are defined as individuals that reside within Alameda County or within a 15-mile radius of City limits. The CWA also requires contractors to hire one new apprentice for the first $1,000,000 of construction costs, and an additional new apprentice for every $5,000,000 construction costs, based on the engineer's estimate. Apprentices must work a minimum of 10% of the total craft's work hours, but the CWA allows that apprentices may be deployed to another project to ensure the minimum number of hours are met.

Staff worked with a consultant, Workforce Integrity and Training Solutions, to prepare bid documents and solicit bids for the Wallis Ranch Community Park Project that comply with the provisions of the CWA. The provisions include the requirement that responsive bidders include an executed Agreement to be Bound to and by the CWA, and that all subcontractors of the successful bidder also execute the Agreement to be Bound within 14 days after Notice of Award.

California Environmental Quality Act (CEQA)

On May 10, 1993 the City Council adopted Resolution No. 51-93 certifying the Eastern Dublin Environmental Impact Report (Attachment 5) and on March 15, 2005 the City Council adopted Resolution No. 42-05 certifying the 2005 Dublin Ranch West Supplemental Environmental Impact Report (Attachment 6). As part of the planning process for the park it was determined that an additional environmental review would be required. On September 21, 2021 the City Council

adopted Resolution No. 116-21 approving an Addendum (Attachment 7) to the Eastern Dublin Environmental Impact Report and the 2005 Dublin Ranch West Supplemental Environmental Impact Report. The environmental review has shown that the proposed park elements would have no significant impacts beyond those identified in the amended Eastern Dublin Environmental Impact Report and the 2005 Dublin Ranch West Supplemental Environmental Impact Report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A courtesy copy of this report was sent to Suarez & Munoz Construction, Inc.

ATTACHMENTS:

1) Resolution Approving the Plans and Specifications and Awarding a Contract to Suarez & Munoz Construction, Inc. for the Wallis Ranch Community Park Project, CIP No. PK0421
2) CIP No. PK0421
3) Bid Results
4) Resolution No. 51-93 Certifying the Final Environmental Impact Report for the Eastern Dublin General Plan Amendment and Specific Plan
5) Resolution No. 42-05 Certifying a Supplemental Environmental Impact Report and Adopting Mitigation Findings, Findings Regarding Alternatives, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the Dublin Ranch West Project
6) Resolution No. 116-21 Approving an Addendum to the Eastern Dublin Environmental Impact Report and 2005 Dublin Ranch West Supplemental Environmental Impact Report, and Approving the Wallis Ranch Community Park Conceptual Plan

RESOLUTION NO. XX - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO SUAREZ AND MUNOZ CONSTRUCTION, INC. FOR THE WALLIS RANCH COMMUNITY PARK PROJECT, CIP NO. PK0421

WHEREAS, on September 21, 2021, the City Council approved the schematic design to construct the 8.75-acre Wallis Ranch Community Park (Project) located on three separate parcels between Tassajara Road and the Wallis Ranch residential development; and

WHEREAS, the design team has completed the plans and specifications for the Project, which is located on three separate parcels, Parcel 16 “Playgrounds,” Parcel 21 “Sports Courts,” and Parcel 22 “Dog Park”; and

WHEREAS, the City of Dublin did, on July 25, 2023, publicly open, examine, and declare all sealed bids for doing the work described in the approved plans and specifications for the Project, which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, a bid protest from Suarez and Munoz Construction, Inc. was filed with the City by 5:00 p.m. on the third business day after bid opening in accordance with the Instructions to Bidders; and

WHEREAS, the low bid from S&H Construction, Inc. was deemed non-responsive for failure to meet the specific experience requirements of completing two parks or sports facilities projects for a City, County, or State of California within the last seven years; and

WHEREAS, the bid submitted to Staff by Suarez and Munoz Construction, Inc. was determined to be responsive and the best value for doing base bid work and the add alternative items.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Plans and Specifications for the Project.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby award the Contract for the Project to the lowest responsive and responsive bidder, Suarez and Munoz Construction, Inc. at a base bid of $8,100,000, with the inclusion of the two add-alternate items up to $250,000, for a total contract amount up to $8,350,000, the particulars of which bids are on file in the Office of the Public Works Director.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Project Contract Change Orders based on the appropriated funds designated for the Project up to the contingency amount of $835,000.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Construction Agreement with Suarez and Munoz Construction, Inc.

PASSED, APPROVED AND ADOPTED this 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Number	PK0421	WALLIS RANCH COMMUNITY PARK	Program	PARKS

PROJECT DESCRIPTION

The Wallis Ranch Community Park consists of three separate parcels totaling 8.85 acres in the Wallis Ranch Development. The project will provide for the design and construction of a community park and will be designed to the Community Park Standards contained in the Parks and Recreation Master Plan. Park amenities include: play area, picnic facilities, turf area, lighted tennis, pickle ball, and basketball facilities, natural area, restrooms, pathways, lighting, dog park, and irrigation and landscaping. Design began in spring 2021. Construction is anticipated to begin in summer 2023.

ANNUAL OPERATING IMPACT: $215,000

MANAGING DEPARTMENT: Public Works

			2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits	$38,308	$170,362						$208,670
9200	Contract Services	$415,906	$707,664						$1,123,570
9400	Improvements		$6,858,639						$6,858,639
9500	Miscellaneous	$4,762	$982,443						$987,205
TOTAL		**$458,976**	**$8,719,108**						**$9,178,084**

FUNDING SOURCE		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
4100	Public Facility Fees	$458,976	$8,719,108						$9,178,084
TOTAL		**$458,976**	**$8,719,108**						**$9,178,084**

ANNUAL OPERATING IMPACT			**$215,000**	**$215,000**	**$215,000**		

CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BID SUMMARY

Project Name: Wallis Ranch Community Park

Project No. : PK0421

Bid Date: July 25, 2023

BASE BID				**S&H Construction, Inc.**		**Robert A Bothman Construction**		**Suarez & Munoz Construction, Inc.**		**McGuire and Hester**		**BrightView Landscape Development, Inc.**	
ITEM	**DESCRIPTION**	**Qty.**	**UNIT**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**
1	Base Bid - Wallis Ranch Community Park	1	LS	$7,968,600	$7,968,600.00	$8,100,000.00	$8,100,000.00	$8,100,000.00	$8,100,000.00	$8,194,400.00	$8,194,400.00	$8,537,879.00	$8,537,879.00
	TOTAL BASE BID				**$7,968,600.00**		**$8,100,000.00**		**$8,100,000.00**		**$8,194,400.00**		**$8,537,879.00**
				NON RESPONSIVE BID		**LOW BIDDER (TIED)**							
								SELECTED BIDDER					

ADDITIVE ALTERNATES				**S&H Construction, Inc.**		**Robert A Bothman Construction**		**Suarez & Munoz Construction, Inc.**		**McGuire and Hester**		**BrightView Landscape Development, Inc.**	
ITEM	**DESCRIPTION**	**Qty.**	**UNIT**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**
1	Lighting at Basketball Courts	1	LS	$248,600.00	$248,600.00	$90,000.00	$90,000.00	$60,000.00	$60,000.00	$49,500.00	$49,500.00	$45,404.00	$45,404.00
2	Fitness Equipment	1	LS	$228,600.00	$228,600.00	$245,000.00	$245,000.00	$190,000.00	$190,000.00	$219,000.00	$219,000.00	$156,924.00	$156,924.00

CITY OF DUBLIN
FISCAL YEAR 2023-24
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X

Budget Transfer Between Funds _____

From Designated Reserves x

Other _____

DECREASE BUDGET AMOUNT		INCREASE BUDGET AMOUNT	
Account	**Amount**	**Account**	**Amount**
Fallon Sports Park - Phase 3 (PK0119)		**Wallis Ranch Community Park (PK0421)**	
pk0119.9200.9201 (Contract Services)	($900,000)	pk0421.9400.9401 (Improvements)	$2,581,916
pk0119.9400.9401 (Improvements)	($75,000)	Community Park Improvements Funding Source (Transfer In)	$2,581,916
pk0119.4301 (35009510.49999) - Community Park Improvements Funding Source (Transfer In)	($975,000)	43019510.89101 - Community Park Improvements Transfers Out	$2,581,916
43019510.89101 - Community Park Improvements Transfers Out	($975,000)		
Committed - Fallon Sports Park Contingency Reserve		**Committed - Advance to Public Facility Fee**	
10010000.44320	($410,500)	10010000.44329	$410,500
Unassigned - (Cash Flow) - Reserve		**Committed - Advance to Public Facility Fee**	
10010000.44503	($1,196,416)	10010000.44329	$1,196,416

REASON FOR BUDGET CHANGE

To address the shortfall in the Wallis Ranch Community Park Project, this will shift $975,000 of Public Facility Fees from The Fallon Sports Park – Phase 3, CIP No. PK0119 to the Wallis Ranch Community Park Project, shift $410,500 from the Fallon Sports Park III Contingency Reserve, and shift $1,196,416 from the Unassigned (Cash Flow) Reserve to the Advance to Public Facility Fee Reserve.

As Presented at the City Council Meeting **8/15/2023**

************Finance Use Only************

Posted By: _____

Date: _____

RESOLUTION NO. 51 -93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

A RESOLUTION CERTIFYING THE ADDENDUM AND THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE EASTERN DUBLIN GENERAL PLAN AMENDMENT AND SPECIFIC PLAN

Recitals

1. In response to a proposal for residential development of the Dublin Ranch property, the City of Dublin undertook the Eastern Dublin Study to plan for the future development of the eastern Dublin area.

2. The City Council and Planning Commission conducted three joint public study sessions and three workshops relating to planning issues in eastern Dublin.

a. The April 18, 1990, study session considered a land use concept report containing four land use scenarios and the consistency of each land use concept with existing general plan policies. Alternative #4 was considered the preferred land use concept for environmental study by informal consensus.

b. The August 22, 1990, study session considered Alternative #4 and a fifth concept (based on the 1986 annexation agreement with Alameda County). The "Town Center" concept, types of streets, location and types of parks were discussed.

c. The November 15, 1990, workshop solicited comments from the public regarding the existing and desired life style qualities in Dublin and what the public wanted to see in a new community.

d. The December 6, 1990, workshop continued with a similar discussion of desired types of commercial development and discussed circulation systems and parks and open space.

e. The December 18, 1990, workshop presented a preliminary conceptual land use plan. Input was received on the transit spine, location of civic center, types of residential uses, location of commercial uses, the concentration of high density residential uses, and jobs/housing balance.

f. The February 14, 1991, study session considered a land use plan that incorporated comments made at the three workshops and included a discussion of major issues, such as the location of a high school, connection to existing Dublin, size of streets and types of parks.

3. With the identification of a preferred alternative on February 14, 1991, the City prepared a Draft General Plan Amendment for approximately 6,920 acres and a Draft Specific Plan for approximately 3,328 acres.

4. The City completed an Initial Study on the project and determined that an Environmental Impact Report (EIR) was required. A Notice of Preparation dated September 12, 1988, was prepared, published in a newspaper of general circulation and mailed to Responsible Agencies and various other interested parties. A subsequent Notice of Preparation, dated October 16, 1991, was distributed in the same manner.

5. A Draft Environmental Impact Report was prepared on the project, including the General Plan Amendment, Specific Plan, sphere of influence changes, prezoning, annexation to the City and the Dublin San Ramon Services District, and detachment from the Livermore Area Recreation and Park District. The Draft Environmental Impact Report consisted of two volumes -- a Draft Environmental Impact Report (Part I) and the Draft Environmental Impact Report Appendix (Part II), both volumes dated August 28, 1992. A Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on August 28, 1992 (SCH No. 91103064).

6. The Draft Environmental Impact Report was initially circulated for a 45-day public/agency review period beginning on August 28, 1992, and ending on October 13, 1992, and was extended for an additional 16-day period to October 29, 1992. Public notice of the availability of the Draft Environmental Impact Report was published in a newspaper of general circulation and posted on and off the project site.

7. The City of Dublin Planning Commission held a duly noticed public hearing on the Draft Environmental Impact Report on September 21, 1992, which hearing was continued to September 23, 1992, September 29, 1992 and October 1, 1992. At these hearings, and through submitted written comments, the Planning Commission received comments on the Draft EIR from the public, responsible agencies, other governmental and private organizations, as well as from City staff and its consultants and property owners and their consultants.

8. The City prepared responses to comments on environmental issues received during the public review period and at the public hearings, which responses clarify and amplify the information contained in the Draft EIR, providing good faith reasoned analysis supported by factual information. The comments and responses to comments were published in two parts, on December 7, 1992, and December 21, 1992, and were distributed to or otherwise made available to the Planning Commission, Responsible Agencies, and

other interested parties.

9. The Planning Commission reviewed specific text revisions to the Draft EIR and directed that portions of the comments and responses be incorporated into the Final EIR.

10. An Addendum to the Draft Environmental Impact Report dated May 4, 1993, ("Addendum") has been prepared which is attached to the Final Environmental Impact Report.

11. A Final Environmental Impact Report was prepared by the City, which consists of:

(a) Draft Environmental Impact Report (Part I) dated August 28, 1992;

(b) Draft Environmental Impact Report Appendix (Part II) dated August 28, 1992);

(c) Letter from DKS Associates to Laurence Tong dated December 15, 1992; and

(d) Responses to Comments dated December 7, 1992, and December 21, 1992.

12. On May 10, 1993, the City Council considered the Addendum with the Final Environmental Impact Report and the Planning Commission's recommendation for certification.

NOW, THEREFORE, BE IT RESOLVED THAT:

A. The foregoing Recitals are true and correct and made a part of this resolution.

B. The City Council has reviewed and considered the Addendum with the Final Environmental Impact Report. The City Council hereby finds and certifies the Addendum and the Final Environmental Impact Report are complete, adequate, and in compliance with CEQA and the City of Dublin's Environmental Guidelines and reflect the independent judgment of the City Council and the City as the lead agency.

PASSED, APPROVED, AND ADOPTED this 10th day of May, 1993, by the following vote:

AYES: Councilmembers Burton, Houston, Howard, Moffatt and Mayor Snyder

NOES: None

ABSENT: None

ABSTAIN: None

MAYOR

ATTEST:

CITY CLERK

114\RESOL\29\CERTIF2.EST

ADDENDUM TO THE DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE EASTERN DUBLIN GENERAL PLAN AMENDMENT AND SPECIFIC PLAN

STATE CLEARINGHOUSE NUMBER 91103064

MAY 4, 1993

ATTACHMENT 2

ADDENDUM TO EASTERN DUBLIN GENERAL PLAN AMENDMENT AND SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

May 4, 1993

The City Council of the City of Dublin has directed that changes be made to the Eastern Dublin General Plan Amendment and Specific Plan as described in this document and in the attached Initial Study (Exhibit A attached hereto). The project is a modification of Alternative 2 of the EIR showing land beyond the Sphere of Influence designated as "Future Study Area" and providing a total of approximately 14,000 dwelling units and approximately 10.876 million square feet of commercial development on approximately 4,200 acres. The project as described in the attached Initial Study will have no environmental impacts not addressed in the Draft Environmental Impact Report for the Eastern Dublin General Plan Amendment and Specific Plan.

None of the conditions (described in Sections 15162 and 15163 of the CEQA Guidelines) requiring preparation of a subsequent EIR or a supplement to an EIR respectively have occurred. Subsequent changes in the project do not involve any significant environmental impacts not previously considered in the EIR. Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will involve new significant environmental impacts not previously covered in the EIR. Only minor technical changes or additions (as described in the attached Initial Study) are necessary to make the EIR for the Eastern Dublin General Plan Amendment and Specific Plan adequate under CEQA. The changes to the EIR made by the addendum do not raise important new issues about the significant effects of the project on the environment. These statements are supported by the attached Initial Study and the explanations contained therein.

The Addendum for this project has been prepared pursuant to the provisions of CEQA, Title 14, Division 6 of the California Administrative Code (State CEQA Guidelines) and Section 1.7 of the City of Dublin Environmental Guidelines.

II. ENVIRONMENTAL IMPACTS (See Part III for discussion of environmental topics)

YES MAYBE NO SOURCE[2]

INITIAL STUDY
(ENVIRONMENTAL CHECKLIST FORM)

(Completed pursuant to City of Dublin
Environmental Guidelines, Section 1.6)

APPLICATION NO.:

I. BACKGROUND

1. **Name, Address and Phone Number of Proponent:** City of Dublin, 100 Civic Plaza, Dublin, California 94568

2. **Agency Requiring Checklist:** City of Dublin

3. **Name of Proposal, if applicable:** Modifications to Draft Eastern Dublin General Plan Amendment, Specific Plan and Environmental Impact Report.

4. **Description of Project:** The project consists of modifications to the draft texts and maps of the Eastern Dublin General Plan Amendment (GPA), Specific Plan and Environmental Impact Report (EIR) to allow the following:

   See attached description of project

[2]Refer to appropriate note on page 11

II. ENVIRONMENTAL IMPACTS (See Part III for discussion of environmental topics)

YES	MAYBE	NO	SOURCE[2]		
				1.	**EARTH. Will the proposal result in:**
___	___	_X_	_2»_	a.	Unstable earth conditions or in changes of geologic substructures?
___	___	_X_	_2_	b.	Disruptions, displacements, compaction or over covering of the soil?
___	___	_X_	_2_	c.	Change in topography or ground surface relief features?
___	___	_X_	_2_	d.	The destruction, covering or modification of any unique geologic or physical features?
___	___	_X_	_2_	e.	Any increase in wind or water erosion of soils, either on or off the site?
___	___	_X_	_2_	f.	Changes in deposition or erosion of beach sands, or changes in siltation, deposition, or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay, inlet or lake?
___	___	_X_	_2_	g.	Exposure of people or property to geologic hazards such as earthquakes, landslides, mud slides, ground failure, or similar hazards?
				2.	**AIR. Will the proposal result in:**
___	___	_X_	_2_	a.	Substantial air emissions of deterioration of ambient air quality?
___	___	_X_	_2_	b.	The creation of objectionable odors?
___	___	_X_	_2_	c.	Alteration of air movement, moisture or temperature, or any change in climate, either locally or regionally?
___	___	_X_	_2_	d.	Construction or alteration of a facility within one-fourth of a mile of a school which might emit hazardous air emissions? If Yes, school district must be consulted and must be given written notification of the project not less than 30 days prior to approval of EIR or Negative Declaration (Pub. Res. Code 21151.4).
				3.	**WATER. Will the proposal result in:**

[2]Refer to appropriate note on page 11

II. ENVIRONMENTAL IMPACTS (See Part III for discussion of environmental topics)

YES	MAYBE	NO	SOURCE[2]		
___	___	_X_	_2_	a.	Changes in currents, or the course of direction of water movements, in either marine or fresh waters?
___	___	_X_	_2_	b.	Changes in absorption rates, drainage patterns or the rate and amount of surface water runoff?
___	___	_X_	_2_	c.	Alterations to the course or flow of flood waters?
___	___	_X_	_2_	d.	Change in the amount of surface water in any water body?
___	___	_X_	_2_	e.	Discharge into surface waters, or in any alteration of surface water quality, including but not limited to, temperature, dissolved oxygen or turbidity?
___	___	_X_	_2_	f.	Alteration of the direction of rate of flow of ground waters?
___	___	_X_	_2_	g.	Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations?
___	___	_X_	_2_	h.	Substantial reduction in the amount of water otherwise available for public water supplies?
___	___	_X_	_2_	i.	Exposure of people or property to water related hazards such as flooding or tidal waves?

4. PLANT LIFE. Will the proposal result in:

___	___	_X_	_2_	a.	Change in the diversity of species, or number of any species of plants (including trees, shrubs, grass, crops, and aquatic plants)?
___	___	_X_	_2_	b.	Reduction of the numbers of any unique, rare or endangered species of plants?
___	___	_X_	_2_	c.	Introduction of new species of plants in a barrier to the normal replenishment of existing species?
___	___	_X_	_2_	d.	Reduction in acreage of any agricultural crop?

5. ANIMAL LIFE. Will the proposal result in:

[2]Refer to appropriate note on page 11

II. ENVIRONMENTAL IMPACTS (See Part III for discussion of environmental topics)

YES	MAYBE	NO	SOURCE[2]		
___	___	_X_	_2_	a.	Change in the diversity of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms or insects)?
___	___	_X_	_2_	b.	Reduction of the numbers of any unique, rare or endangered species of animals?
___	___	_X_	_2_	c.	Introduction of new species of animals into an area, or result in a barrier to the migration or movement of animals?
___	___	_X_	_2_	d.	Deterioration to existing fish or wildlife habitat?
				6.	**NOISE. Will the proposal result in:**
___	___	_X_	_2_	a.	Increases in existing noise levels?
___	___	_X_	_2_	b.	Exposure of people to severe noise levels?
___	___	_X_	_2_	**7.**	**LIGHT AND GLARE. Will the proposal produce new light or glare?**
___	___	_X_	_2_	**8.**	**LAND USE. Will the proposal result in a substantial alteration of the present or planned land use of an area?**
				9.	**NATURAL RESOURCES. Will the proposal result in:**
___	___	_X_	_2_	a.	Increase in the rate of use of any natural resources?
___	___	_X_	_2_	b.	Substantial depletion of any non-renewable natural resource?
				10.	**RISK OF UPSET. Will the proposal involve:**
___	___	_X_	_2_	a.	A risk of an explosion or the release of hazardous substances (including, but not limited to, oil, pesticides, chemicals or radiation) in the event of an accident or upset conditions?
___	___	_X_	_2_	b.	Possible interference with an emergency response plan or an emergency evacuation plan?
___	___	_X_	_2_	**11.**	**POPULATION. Will the proposal alter the location, distribution, density, or growth rate of the human population of an area?**

[2]Refer to appropriate note on page 11

II. ENVIRONMENTAL IMPACTS (See Part III for discussion of environmental topics)

YES	MAYBE	NO	SOURCE[2]		
___	___	_X_	_2_	12.	**HOUSING. Will the proposal affect existing housing, or create a demand for additional housing?**
				13.	**TRANSPORTATION/CIRCULATION. Will the proposal result in:**
___	___	_X_	_2_	a.	Generation of substantial additional vehicular movement?
___	___	_X_	_2_	b.	Effects on existing parking facilities, or demand for new parking?
___	___	_X_	_2_	c.	Substantial impact upon existing transportation and traffic systems?
___	___	_X_	_2_	d.	Alterations to present patterns of circulation or movement of people and/or goods?
___	___	_X_	_2_	e.	Alterations to waterborne, rail or air traffic?
___	___	_X_	_2_	f.	Increase in traffic hazards to motor vehicles, bicyclists or pedestrians?
				14.	**PUBLIC SERVICES. Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas?**
___	___	_X_	_2_	a.	Fire protection?
___	___	_X_	2_	b.	Police protection?
___	___	_X_	_2_	c.	Schools?
___	___	_X_	_2_	d.	Parks or other recreational facilities?
___	___	_X_	_2_	e.	Maintenance of public facilities, including roads?
___	___	_X_	_2_	f.	Other governmental services?
				15.	**ENERGY. Will the proposal result in:**
___	___	_X_	_2_	a.	Use of substantial amounts of fuel or energy?
___	___	_X_	_2_	b.	Substantial increase in demand upon existing sources of energy or require the development of new sources of energy?

[2]Refer to appropriate note on page 11

II. ENVIRONMENTAL IMPACTS (See Part III for discussion of environmental topics)

YES	MAYBE	NO	SOURCE[2]		
				16.	**UTILITIES. Will the proposal result in a need for new systems or substantial alterations to the following utilities:**
___	___	_X_	_2_	a.	Power or natural gas?
___	___	_X_	_2_	b.	Communications systems?
___	___	_X_	_2_	d.	Sewer or septic tanks?
___	___	_X_	_2_	e.	Storm water drainage?
___	___	_X_	_2_	f.	Solid waste and disposal?
				17.	**HUMAN HEALTH. Will the proposal result in:**
___	___	_X_	_2_	a.	Creation of any health hazard or potential health hazard (excluding mental health)?
___	___	_X_	_2_	b.	Exposure of people to potential health hazards?
___	___	_X_	_2_	**18.**	**AESTHETICS.** Will the proposal result in the obstruction of any scenic vista or view open to the public, or will the proposal result in the creation of an aesthetically offensive site open to public view?
___	___	_X_	_2_	**19.**	**RECREATION.** Will the proposal result in an impact upon the quality or quantity of existing recreational opportunities?
				20.	**CULTURAL RESOURCES.**
___	___	_X_	_2_	a.	Will the proposal result in the alteration of or the destruction of a prehistoric or historic archaeological site?
___	___	_X_	_2_	b.	Will the proposal result in adverse physical or aesthetic effects to a prehistoric, historic, or architecturally significant building, structure, or object?
___	___	_X_	_2_	c.	Does the proposal have the potential to cause a physical change which would affect unique ethnic cultural values?
___	___	_X_	_2_	d.	Will the proposal restrict existing religious or sacred uses within the potential impact area?

[2]Refer to appropriate note on page 11

II. ENVIRONMENTAL IMPACTS (See Part III for discussion of environmental topics)

YES MAYBE NO SOURCE[2]

(1) Determination based on location of project.
(2) Determination based on staff office review.
(3) Determination based on field review.
(4) Determination based on the City of Dublin General Plan.
(5) Determination based on the City of Dublin Zoning Ordinance.
(6) Determination based on Specific Plan.
(7) Not applicable.
(8)

[2]Refer to appropriate note on page 11

INITIAL STUDY REGARDING MODIFICATIONS TO THE DRAFT TEXT AND MAPS OF THE EASTERN DUBLIN GENERAL PLAN AMENDMENT, SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT

Description of Project

The project consists of modifications to the draft text and maps of the Eastern Dublin General Plan Amendment (GPA), Specific Plan (SP) and Environmental Impact Report (EIR) to allow the following:

A. Modify the land use map contained in the Eastern Dublin General Plan Amendment, dated May 27, 1992 to reflect changes to Alternative 2 of the Eastern Dublin Draft EIR dated August 28, 1992 including a potential reduction of approximately 625 dwelling units. Areas beyond the Sphere of Influence (SOI) of the City of Dublin but within the planning area of the General Plan will be designated as "Future Study Area" with the underlying land use designation of "Agricultural" (1 unit per 100 gross residential acres) which is consistent with the current Alameda County General Plan. Fourteen acres of the Crosby property which extend beyond the SOI are deleted from the Specific Plan. A total of approximately 14,000 dwelling units would be permitted on approximately 2,500 residential acres. Commercial development would consist of approximately 10.876 million square feet on approximately 806 acres.

B. Modify maps in the Eastern Dublin Specific Plan dated May 27, 1992 to reflect changes made to the General Plan Amendment Map

C. Modify certain policies in the Specific Plan Text and their corresponding mitigation measures in the Draft EIR. Deleted text is shown by ~~strikeout~~ and added text is shown by <u>underlining</u>. The following policies are slightly modified:

1. <u>Grading</u>. Grading policies are slightly modified to allow more flexibility in site grading and the location of development. The text changes are as follows:

Policy 6-29/Mitigation Measure 3.8/5.0. Development is not permitted on the main ridgeline that borders the planning area to the north and east but ~~will~~ <u>may</u> be permitted on the foreground hills and ridgelands. <u>Minor interruptions of views of the main ridgeline by individual building masses may be permissible in limited circumstances where all other remedies have been exhausted</u>. ~~if a backdrop of natural ridgelines remains visible when viewed from designated scenic routes and appropriate measures are taken to minimize visual impacts.~~

Policy 6-33. Site grading and access roads <u>shall maintain the natural appearance of</u> ~~not disfigure~~ the upper ridgelands or foreground hills within the viewshed of travelers along I-580,

Tassajara Road, and the future extension of Fallon Road. Streets should be aligned to follow the natural contours of the hillsides. Straight, linear rows of streets across the face of the hillsides shall be avoided.

Policy 6-35/Mitigation Measure 3.8/4.2. Extensive areas of flat ~~pad~~ grading are not appropriate in hillside areas, and should be avoided. Building pads should be graded individually or stepped, wherever possible. Structures and roadways should be designed in response to the topographical and geotechnical conditions. ~~In hillside areas in particular, foundations designed for sloping sites should be used rather than recontouring the site to accommodate flat-land construction techniques.~~

Policy 6-36/Mitigation Measure 3.8/4.3. Building design shall conform to the natural land form as much as possible. Techniques such as multi-level foundations, rooflines which complement the surrounding slopes and topography, and variations in vertical massing to avoid a monotonous or linear appearance ~~shall~~ should be used. In areas of steep topography, structures should be sited near the street to minimize required grading.

Second guideline under Form, page 99. ~~Concentrate development on the floor and sides of valleys rather than on rideglines and noses of hills.~~

First guideline under Building Siting, page 99. Cluster development ~~buildings~~ to reduce necessary grading and preserve open space continuity (see Figure 7.30).

2. Availability of school facilities.

Policy 8-2 on page 119 of the Specific Plan and Mitigation Measure 3.4/15.0 are modified as follows:

Promote a consolidated development pattern that supports the logical development of planning area schools, and ensure that adequate classroom space is available in consultation with the appropriate school district(s) and in coordination with occupancy of new homes.

A change is made to Policy 8-3 of the Specific Plan on page 119 and Mitigation Measure 3.4 of the EIR as follows:

Ensure that adequate school facilities are available prior to development in Eastern Dublin to the extent permitted by law.

Program 8B on page 120 of the Specific Plan and Mitigation Measure 3.4/18.0 are modified as follows:

Work with appropriate school district(s) to ensure that the development of new facilities is provided for through the dedication of school sites and/or the payment of development fees by developers or any other means permitted by law.

3. Modifications to the requirement for a grid street pattern. It was determined that greater flexibility was desired for the type of street system that would serve the Specific Plan area. The Specific Plan originally recommended a grid type pattern to facilitate pedestrian accessibility while still accommodating ample auto circulation. The revised Specific Plan deletes all recommendations for a grid type street pattern and allows various type of street systems, including curvilinear designs, as long as pedestrian accessibility is maintained. Detailed text changes to the Specific Plan language are as follows:

Page 18, second column, third paragraph, third sentence. In the commercial area, the goal is to establish the character of a ~~traditional~~ town center, with a walkable ~~grid~~ system of streets well-defined by buildings and a lively, interesting shopping street catering to pedestrians, ~~and~~ transit uses, and others.

Page 79, second column, top of page. ...on establishing the character of a ~~traditional~~ town center, with a walkable ~~grid~~ system of streets well-defined by buildings and a lively, interesting shopping street catering to pedestrians, ~~and~~ transit users, and others.

Page 79, Form, first bullet. ~~Arrange streets in a grid pattern, forming small blocks no more than 500 feet in the longest dimension. In the Community Commercial area along Tassajara Road, blocks may be combined to form larger sites for community shopping center development~~. Develop a street system in the Town Center commercial area that provides at least one parallel street on either side of the Transit Spine.

Page 79, Form, add a second bullet. In order to preserve the pedestrian scale in the commercial area, cross streets to the Transit Spine should be spaced no more than 500 feet apart.

Figure 7.1, Town Center Concept Plan. A note will be placed on the figure stating the following: Note: This figure illustrates one possible interpretation of the street and development pattern that could result from implementation of the Specific Plan community design guidelines. However, a grid system of streets is not the only acceptable means of providing an efficient and pedestrian-friendly circulation system. The Concept Plan in this figure is illustrative only and is not intended to restrict in any way development patterns that are consistent with the objectives of this Specific Plan.

Page 88, Form. ~~The traditional city grid has flexibility to accommodate a wide range of types and densities of residential development, within an easily understood and accessible framework of public streets.~~

~~Arrange streets in a grid pattern forming relatively small, walkable blocks no more than 500 feet in the longest dimension.~~

~~Although some grid streets may be closed at the edges of the residential area to reduce neighborhood through traffic, the pattern of development should continue to follow the overall grid pattern.~~

Provide a highly interconnected pattern of streets that accommodates the movement of vehicles while enhancing opportunities for pedestrian and bicycle circulation.

Page 89, Auto Circulation introductory sentence. ~~The grid street system can accommodate large volumes of traffic generated by dense development, but disperses it among many low-volume streets throughout the development.~~ The street system should provide a highly interconnected pattern that accommodates the movement of vehicles while enhancing opportunities for pedestrian and bicycle circulation.

Page 89, Pedestrian/bicycle circulation, introductory sentence. The sidewalks along the ~~grid of~~ neighborhood streets should provide an active, friendly pedestrian environment connecting residences to neighborhood parks, squares and the larger open space system.

4. Transit Spine. The Transit Spine will be shown as a four-lane road, versus the two-lane configuration in the Draft Specific Plan. The following text changes will be made:

Changes to the third sentence of Section 5.2.4 Transit Spine on page 50 of the Specific Plan.

It will provide ~~one or~~ two through lanes in each direction.

Changes to the first bullet under Setbacks on page 79 of the Specific plan.

- No building setbacks beyond the front setback line along ~~from~~ the transit spine ~~right of way (ROW)~~ (i.e., buildings ~~shall~~ should be built to and parallel with the front ~~property~~ setback line except to provide for outdoor dining areas and entry patios/plazas. See Figure 7.3).

Changes to Figure 7.3 on page 85 of the Specific Plan.

The word "setback" should be substituted for the word "property" in the text within and below the drawing. The text would read as follows: Build up to the front ~~property~~ setback line along the transit spine.

Changes to first section of Transit Spine "in the Town Center and Hacienda Gateway" on page 107 of Specific Plan.

- In the Town Center and Hacienda Gateway

- Within the Public Right-Of-Way (ROW), 8' ~~18'~~ sidewalk between curbline and ROW line.

- Regularly spaced street trees in wells with grates. No planting strips.

- 8' parallel parking aisle on each side of street.

- ~~No setback from ROW for buildings~~ 10' setback from ROW for buildings. The setback area should be used for pedestrian circulation, window shopping, outdoor merchandising, outdoor cafes and restaurants, and similar pedestrian-oriented activities. The City may allow the 8' sidewalk to be used for the above-listed activities by means of a special encroachment permit, if the applicant provides an 8' pedestrian way within the 10' setback.

- 12' travel lanes.

- 14-foot landscaped median extending from intersection to intersection (i.e., median not to be removed for left-turn lanes).

- Each intersection to be controlled with four-way stops.

- "Bulb" sidewalks into parking lane at intersections and pedestrian crossings and in selected mid-block areas, to allow for landscaping and pedestrian amenities.

- No building setbacks beyond the front setback line, except to provide for outdoor dining areas and entry patios/plazas.

- Street amenities program - see Town Center Commercial guidelines. (See Figure 7.44)

Figure 5.1 of the Specific Plan is revised to show four lanes for the Transit Spine between Tassajara Road and Fallon Road.

Figure 7.44 of the Specific Plan is revised to show a four lane cross section and plan view.

5. Modify the Specific Plan language regarding flexibility in the design guidelines. The following paragraph will be inserted at the end of the introductory paragraph on page 79 of the Draft Specific Plan:

> The guidelines in this chapter are advisory only. The City may consider equivalent or superior methods that achieve the objectives of the Specific Plan. The guidelines are intended to be used by developers and planning staff, in conjunction with the City's Zoning Ordinance, to formulate and approve plans that meet the objectives for quality development envisioned by this Specific Plan.

6. Modification to land uses within the Livermore Airport Protection Area (APA). The General Plan Amendment and Specific Plan as originally proposed allowed some residential uses within the APA. A modification to this language is proposed which would show these areas as being designated "Future Study Area" with an underlying agricultural land use designation. This modification potentially eliminates 183 Low Density units and 442 Medium Density units (a total of 625 dwelling units) from the Specific Plan. The following text would be added to the GPA and SP:

> The Plan allows some low and medium density residential uses within the APA if, at the time of prezoning, the residential designations are not inconsistent with the APA. If, at the time of prezoning, the residential designations are inconsistent with the APA, the residential designations will convert to "Future Study Area" with an underlying agricultural land use designation.

7. Modification to two of the campus office land use designations along I-580. The Draft GPA and SP designated approximately 83 acres of Campus Office along I-580, south of Dublin Boulevard, between Tassajara Road and Fallon Road. They also designated approximately 54 acres of Campus Office, at the southwest corner of Dublin Boulevard and Tassajara Road. With the mix of land uses shown in the Draft GPA and SP, the Dublin Boulevard/Tassajara Road and the Dublin Boulevard/Fallon Road intersections potentially reach Level of Service D during the afternoon peak hour. Retail uses can generate up to twice as much afternoon peak hour traffic as compared to office uses. Any additional retail uses within these areas designated for Campus Office will need to be carefully planned in order to maintain Level of Service D at the Surrounding intersections.

The two areas designated Campus Office mentioned above will be modified to allow consideration of some General Commercial land uses instead of Campus Office, with the stipulation that traffic levels of service established in the Specific Plan will be maintained.

A planned Development zoning process will be required to determine the amount, location and development standards for General Commercial uses that replace the Campus Office uses designated on the Specific Plan land use map. The following changes will be made to the General Plan Amendment and Specific Plan to accommodate General Commercial uses instead of Campus Office:

a. A note will be added to the GPA land use map and SP land use map indicating the possibility for General Commercial uses in the select Campus Office areas.

b. Text will be added to the Specific Plan to:

1) indicate that this shift to allow either Campus Office or General Commercial will create greater flexibility to respond to changing market conditions that may occur in the future; and

2) state that the shift from Campus Office to General Commercial uses will not be permitted to occur if the established traffic levels of service would be exceeded.

8. Add language to the Specific Plan Text regarding average intersection level of service. Staff identified the need to clarify the term "average intersection level of service" within Policy 5-3 (page 50) of the Specific Plan. The Specific Plan was designed to accommodate average intersection levels of service standards on an hourly basis using reasonable land use forecasts for the approximately 20 years into the future. Policy 5-3 of the Specific Plan would be modified as follows:

> Plan development in eastern Dublin to maintain Level of Service D or better as the average intersection level of service at all intersection within the Specific Plan area during AM, PM and midday peak periods. The average intersection level of service is defined as the hourly average.

9. Provide adequate depth for major retail development in the General Commercial area along Tassajara Road. In order to have sufficient space for a major retail development along Tassajara Road Staff is recommending that the approximately 6 to 8 acres of General Commercial land use designation at the northeast corner of Tassajara Road/Gleason Road should be switched with the Medium Density Residential land use designation adjacent to the General Commercial land use designation at the northeast corner of Tassajara Road/Dublin Boulevard. Both areas are under the same ownership. The net amount of General Commercial and Medium Density Residential land use would remain the same. There will be no net impacts to traffic because the land uses being exchanged are the same types and acreages. This change would be reflected on both the General Plan Amendment Map and Specific Plan Map. The General Plan Amendment and Specific Plan texts would be modified to reflect this change.

ADDITIONS TO DEIR

These additions to the DEIR are provided in the Initial Study to clarify issues that have arisen during review of the DEIR. No new important issues about significant effects of the project are raised and therefore a Supplemental EIR is not required. The issues and explanations of the issues follows:

1. Growth impacts of Alternative 2 as modified. The growth inducing impacts of Alternative 2 as modified are similar to those of the original project except involve a plan with a much smaller area, number of dwelling units, population and demand for services. Growth induction impacts of Alternative two have to be analyzed in relation to three impacts, IM 3.4/Q "Demand for Utility Extensions"; IM 3.5/C "Extension of a Sewer Trunk Line with Capacity to Serve New Developments"; and IM 3.5/T "Inducement of Substantial Growth and Concentration of Population".

IM 3.4/Q Demand for Utility Extensions. The Planning Commission recommended project (original project) is determined to be a significant growth-inducing impact and an unavoidable adverse impact in the DEIR. This analysis also applies to the modified Alternative 2 (project) which is smaller in extent than the original project. Therefore there is no new information of substantial importance and a Supplemental EIR is not required.

IM 3.5/C Extension of a Sewer Trunk Line with Capacity to Serve New Developments. The Planning Commission recommended project (original project) is determined to be a potentially significant growth-inducing impact in the DEIR. This impact is reduced to a level of insignificance by Mitigation Measure 3.5/6.0 which is as follows: "The proposed wastewater system in Figure 3.5-B has been sized only to serve the Specific Plan Area with additional capacity for only the project". This analysis also applies to the modified Alternative 2 (project) because it is no greater in extent than the original project and therefore there is no new information of substantial importance and a Supplemental EIR is not required.

IM 3.5/T Inducement of Substantial Growth and Concentration of Population. Inducement of substantial growth and concentration by the original project is determined to be a significant impact. This analysis also applies to the modified Alternative 2 (project) because it is no greater in extent than the original project and therefore there is no new information of substantial importance and a Supplemental EIR is not required.

2. IM 3.3/B I-580 Freeway, I-680 - Hacienda. This section of I-580 in year 2010 with project was determined to

exceed LOS E which would be a significant impact as well as a significant cumulative impact for the original project. Under Alternative 2 this impact would be reduced to a level of insignificance between Hacienda Drive and Dougherty Road with mitigation measures MM 3.3/2.0 and MM 3.3/2.1. A Supplemental EIR is not required.

3. IM 3.3/E Cumulative Freeway Impacts. It is acknowledged that with respect to Alternative 2 under cumulative freeway impacts, I-580 from I-680 to Dougherty Road and from Dougherty Road to Hacienda Drive will have a level of Service of F which is an unavoidable significant impact. This unavoidable significant impact was noted in the DEIR. However, it was not specifically stated that with Alternative 2 under cumulative impacts that it would remain at LOS F other than in table 3.3-9. A Supplemental EIR is not required.

4. IM 3.3/J Airway Boulevard and Dublin boulevard. Peak hour intersection operation, year 2010 with project was determined to be a significant impact with the original project. Mitigation Measure MM3.3/10.0 would mitigate this impact to a level of insignificance. This impact would be reduced to a level of insignificance with Alternative 2. A Supplemental EIR is not required.

5. IM 3.5/D Current Limited Treatment Plant Capacity; IM 3.5/E Future Lack of Wastewater Treatment Plant Capacity; and IM 3.5/G Lack of Wastewater Current Disposal Capacity. These impacts were found to be significant impacts. Mitigation Measure 3.5/7.0 reduces the impact to Current Limited Treatment Plant Capacity to a level of insignificance with the original project. Mitigation Measure 3.5/8.0 reduces the impacts to Future Lack of Wastewater Treatment Plant Capacity to a level of insignificance with the original project. Mitigation Measure 3.5/11.0 to MM 3.5/14.0 reduce the impacts to Lack of Wastewater Current Disposal Capacity to a level of insignificance with the original project. The addition of Mitigation Measure 3.5/7.1 would further reduce all three of these impacts to a level of insignificance for the original project and the project (modified alternative 2). MM 3.5/7.1 reads as follows: "Require developers to obtain a wastewater "will-serve" letter from DSRSD prior to the issuance of a grading permit. A "will-serve" letter will letter will only be issued if capacity is available, either at the treatment plant or through the TWA project, If capacity is not available, no "will-serve" letter will be issued by DSRSD." A Supplemental EIR is not required.

6. Planned Water Distribution Improvements. The discussion of the potential provision of water by DSRSD to Dougherty Valley was clarified in Response to Comments 32-41 and 32-15. The modified language states that "The water

system was modeled under the assumption that a portion of the demand in Dougherty Valley will be provided through Eastern Dublin. According to DSRSD, the fact that the system was modeled that way does not constitute a commitment to serve the Dougherty Valley. It was simply prudent planning for DSRSD to do so in the event that DSRSD is called upon to be service provider in the Dougherty Valley and water is acquired to provide it. DSRSD attempted to identify the size of the lines so as to only serve development in Eastern Dublin. If the above two items occur after Eastern Dublin has started, parallel facilities would have to be installed. Any such paralleling of facilities would be subject to a new environmental review process. Thus, the water distribution system pipes for Eastern Dublin will be ultimately sized only for Eastern Dublin. If Dougherty Valley was to be served, parallel lines would be constructed." A Supplemental EIR is not required.

7. IM 3.5/AA Non-Point Sources of Pollution. This impact is a potentially significant impact and is also a potentially significant cumulative impact for the original project. Mitigation Measures 3.5/53.0, 3.5/54.0 and 3.5/55.0 mitigate these potential impacts to a level of significance. MM 3.5/53.0 reads as follows: Require all development to meet the requirements of the City of Dublin's 'Best Management Practices' to mitigate storm water pollution. MM 3.5/54.0 reads as follows: "Require all developments meet the water quality requirements pursuant to the City of Dublin's National Pollution Discharge Elimination System (NPDES) permit." MM 3.5/55.0 reads as follows: "Require all developments meet the requirements of the Alameda County Urban Runoff Clean Water Program." The proposed project is no greater in extent than the original project and therefore a Supplemental EIR is not required.

8. IM 3.7/A Direct Habitat Loss. The first sentence is reworded as follows: "The Project will result in the loss, degradation, or disturbance of as much as ~~3,700~~ 1,900 acres of existing vegetation." This change reflects the lesser scope of the Modified Alternative 2 (Project). A Supplemental EIR is not required.

9. Impact 3.7/J, Golden Eagle: Destruction of Nesting Site. Destruction of the golden eagle nesting site due to the construction and operation of a proposed road connecting Doolan Road to Tassajara Road was determined to be a significant impact for the original project. The project (Modified Alternative 2) will not have a road connecting Doolan Road to Tassajara Road which would have destroyed the nesting site and impacted its hunting range. The nest will be protected and substantial open space will be provided for the Golden Eagle due to the lack of the road and due to the lack of planned development in the Future Study Area and

therefore the impacts to the Golden Eagle nest are avoided. A Supplemental EIR is not required.

10. IM 3.7/S, Special Status Invertebrates. Mitigation Measure 3.7/28.0 has been reworded as follows: "Species-specific surveys shall be conducted in appropriate riparian/wetland habitats ~~60 days~~ prior to ~~development~~ approval of specific projects in the RPA". Implementation of MM 3.7/28.0 will reduce this impact to a level of insignificance for the original project. The Project (modified Alternative 2) is lesser in scope than the original project and therefore this impact will be reduced to a level of insignificance in the Project by the revised MM 3.7/28.0. A Supplemental EIR is not required.

11. IM 3.8/H, Alteration of Dublin's Visual Identity as a Freestanding City. This impact as described in the DEIR will no longer occur with the adoption of a modified Alternative 2 showing a Future Study Area lying between the Cities of Dublin and Livermore. With the lack of planned development within the Future Study Area the visual identity of Dublin as a freestanding city will be retained. This impact is therefore deleted from the DEIR.

12. IM 3.10/D, Exposure of Proposed Residential Development to Noise from Future Military Training Activities at Parks Reserve Forces Training Area (Camp Parks RFTA) and the County Jail. The first sentence of the text following IM3.1/D of the EIR is amended as follows:

> Residential development on the Project site within 6000 feet of Camp Parks RFTA and the County Jail could be exposed to noise impacts from gunshots and helicopter overflights.[5] This language addition is clarifacatory and does not add any new information not addressed in the impact description itself or in Mitigation Measure 3.10/3.0. No Supplemental EIR is necessary.

Part II. Environmental Impacts - Explanation of Answers.

1a, 1b and 1c, EARTH

No changes to the project as described in this initial study would result in unstable earth conditions; cause disruptions, displacements, compaction or overcovering of the soil or cause changes in topography or ground surface relief features. Changes to the Eastern Dublin project would delete approximately 625 dwelling units would reduce such impacts. Minor modifications to grading policies as proposed would accomplish several things: First, they would clarify ambiguous language in Policy 6-33 and the first guideline under Building on page 99. Second, they would delete language in Policy 6-35 and the second guideline under Form on page 99 which is addressed in other policies such as 6-32, 6-33, 6-34 and 6-35 and by the proposed project design. Finally, they would allow needed flexibility in application of grading techniques. None of these changes would have impacts addressed in 1a, 1b and 1c.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to extent permitted by law and through consultation with the appropriate school agencies will not have impacts to earth because of provisions in the Eastern Dublin EIR which mitigate impacts to earth.

2a. 2b. 2c. and 2d, AIR

No changes to the project as described in this initial study would result in substantial air emissions or deterioration of ambient air quality; create objectionable odors; alter air movement, moisture or temperature, or any change in climate, either regionally or locally; or result in hazardous emissions within one-fourth of a mile of a school.

The reduction of approximately 625 dwelling units will reduce impacts to air quality by the Eastern Dublin project.

None of the changes to grading policies would have an impact on air quality because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern will not impact air quality because at least one parallel road on

either side of the Transit Spine will be required, cross streets to the Transit Spine should be spaced no more than 500 feet apart and because a highly connected pattern of streets that accommodates vehicle, pedestrian and bicycle circulation will be provided.

The change of the Transit Spine from a two lane roadway to a four lane roadway will not result in impacts to air quality because existing capacity on the rest of the roadway system is available to handle traffic proposed to be generated by the Eastern Dublin project and because of design features mentioned in connection with the modifications to the grid street pattern mentioned above.

The deletion of dwelling units from the Airport Protection Area will not have an impact on air quality because the areas proposed for residential development would remain designated as agricultural.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to air because of provisions in the Eastern Dublin EIR which mitigate impacts to air.

3a through 3i, WATER

Proposed changes to the project will not have impact to water. No changes or impacts listed in 3a through 3i of this initial study will occur as a result of this project because changes to grading policies.

The reduction of approximately 625 dwelling units will reduce impacts to water by the Eastern Dublin project.

None of the changes to grading policies would have an impact on water because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques, none of which would have impacts to water.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of

General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to water because of provisions in the Eastern Dublin EIR which mitigate impacts to water quality.

The deletion of dwelling units from the Airport Protection Area will not have an impact on water because the areas proposed for residential development would remain designated as agricultural.

4a through 4d, Plant Life

No changes proposed as part of this project will change the diversity of species, or number of any species of plants (including trees, shrubs, grass, crops, and aquatic plants; will reduce the numbers of any unique, rare or endangered species of plants; introduce new species of plants in a barrier to the normal replenishment of existing species or reduce in acreage of any agricultural crop.

The reduction of approximately 625 dwelling units will reduce impacts to plant life by the Eastern Dublin project.

None of the changes to grading policies would have an impact on plant life because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques, none of which would have impacts to plant life.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to plant life because of provisions in the Eastern Dublin EIR which mitigate impacts to plant life.

The deletion of dwelling units from the Airport Protection Area will not have an impact on plant life because the areas proposed for residential development would remain designated as agricultural.

5a through 5d, Animal Life

No changes proposed as part of this project will change the diversity of species, or number of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms or insects); will reduce the numbers of any unique, rare or endangered species of animals; will introduce new species of animals in a barrier to migration or movement of animals or cause a deterioration to existing fish or wildlife habitat.

The reduction of approximately 625 dwelling units will reduce impacts to animal life by the Eastern Dublin project.

None of the changes to grading policies would have an impact on animal life because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques, none of which would have impacts to animal life.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to animal life because of provisions in the Eastern Dublin EIR which mitigate impacts to animal life.

The deletion of dwelling units from the Airport Protection Area will not have an impact on animal life because the areas proposed for residential development would remain designated as agricultural which is beneficial to animal life.

6a and 6b, NOISE

No changes proposed as part of this project will increase noise levels or result in exposure of people to severe noise levels.

The reduction of approximately 625 dwelling units will reduce potential noise levels and reduce exposure of people to severe noise levels.

None of the changes to grading policies would have an impact on noise because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques, none of which would have impacts to plant life.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to noise because of provisions in the Eastern Dublin EIR which mitigate noise impacts.

The deletion of dwelling units from the Airport Protection Area will not have an impact on noise because the areas proposed for residential development would remain designated as agricultural.

7 Light and Glare

No changes proposed as part of this project will produce new light or glare.

The reduction of approximately 625 dwelling units will reduce impacts due to light and glare from the Eastern Dublin project.

None of the changes to grading policies would produce new light or glare because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques, none of which would produce new light or glare.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not produce new light or glare because of provisions in the Eastern Dublin EIR which protect against production of new light or glare.

The deletion of dwelling units from the Airport Protection Area will result in the production of less new light or glare because the areas proposed for residential development would remain designated as agricultural which produces less light or glare than residential uses.

8 Land Use

No changes proposed as part of this project will result in a substantial alteration of the present or planned land use of an area.

The reduction of approximately 625 dwelling units will reduce impacts to present or planned land uses by the Eastern Dublin project.

The proposed changes to grading policies would not have an impact on present or planned land uses because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques, none of which would disrupt or divide the physical arrangement of an established community; conflict with established recreational, educational, religious, or scientific uses in an area; convert prime agricultural land to non-agricultural land or impair the productivity of prime agricultural land; or conflict with adopted environmental plans and goals of the community where it is located and, as a result, cause "substantial change in the physical conditions which exist in the area affected by the proposed project.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to present or planned land uses because of provisions in the Eastern Dublin EIR which seek to avoid on-site project land use conflicts, the discontinuation of agricultural uses, loss of farmlands of local importance and indirect impacts resulting from non-renewal of Williamson Act contracts.

The deletion of dwelling units from the Airport Protection Area will not have impacts to present or proposed land uses because the areas proposed for residential development would remain designated as agricultural.

9 Natural Resources

No changes proposed as part of this project will result in an increase in the rate of use of any natural resources or a substantial depletion of any non-renewable natural resources.

The reduction of approximately 625 dwelling units will reduce impacts to natural resources by the Eastern Dublin project.

The proposed changes to grading policies would not have an impact on natural resources because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to natural resources because of provisions in the Eastern Dublin EIR which mitigate impacts to natural resources.

The deletion of dwelling units from the Airport Protection Area will not have impacts to natural resources because the areas proposed for residential development would remain designated as agricultural.

10 Risk of Upset

No changes proposed as part of this project will involve a risk of an explosion or the release of hazardous substances (including, but not limited to, oil, pesticides, chemicals or radiation) in the event of an accident or upset conditions or involve possible interference with an emergency response plan or an emergency evacuation plan.

The reduction of approximately 625 dwelling units will reduce potential involvement of risks of explosion or the release of hazardous substances in the event of an accident or upset conditions or the potential for possible interference with an emergency response plan or emergency evacuation plan by the Eastern Dublin project.

The proposed changes to grading policies would not have an impact on the risk of upset because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along

Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to risk of upset because of provisions in the Eastern Dublin EIR which mitigate impacts to air quality, seismicity and upset.

The deletion of dwelling units from the Airport Protection Area will not have impacts to risk of upset because the areas proposed for residential development would remain designated as agricultural.

11 Population

Changes proposed as part of this project will alter the location, distribution, density, or growth rate of the human population in the area. The reduction of approximately 625 units from the Airport Protection Area of the Livermore Airport will reduce impacts to the location, distribution, density, or growth rate of human population by the Eastern Dublin project.

The proposed changes to grading policies would not have an impact on population because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to population because of provisions in the Eastern Dublin EIR which mitigate impacts to population.

The deletion of 625 dwelling units from the Airport Protection Area will alter the location, distribution, density, or growth rate of the human population in the area by reducing its distribution, density and growth rate in the APA.

12 Housing

Changes proposed as part of this project (including the reduction of approximately 625 dwelling units) will not affect existing housing or create a demand for additional housing.

The proposed changes to grading policies would not have an impact on housing because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to housing because of provisions in the Eastern Dublin EIR which mitigate impacts to housing.

The deletion of 625 dwelling units from the Airport Protection Area will not affect existing housing or create a demand for additional housing.

13 Transportation/Circulation

No changes proposed as part of this project will result in the generation of substantial additional vehicular movement; effects on existing parking facilities, or demand for new parking; substantial impact upon existing transportation and traffic systems; alterations to present patterns of circulation or movement of people and/or goods; alterations to waterborne, rail or air traffic; or increases in traffic hazards to motor vehicles, bicyclists or pedestrians.

The reduction of approximately 625 dwelling units will reduce impacts to transportation/circulation by the Eastern Dublin project.

The proposed changes to grading policies would not have an impact on transportation/circulation because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the

provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to transportation/circulation because of provisions in the Eastern Dublin EIR which mitigate impacts to transportation/circulation.

The deletion of dwelling units from the Airport Protection Area will not have impacts to transportation/circulation because the areas proposed for residential development would remain designated as agricultural.

14 Public Services

No changes proposed as part of this project will have an effect upon, or result in a need for new or altered governmental services in Fire Protection; Police Protection; schools; parks or other recreational facilities; maintenance of public facilities, including roads; or other governmental services. The addition of the words "to the extent permitted by law" to Policy 8-3 of the Specific Plan and Mitigation Measure 3.4/17.0 of the EIR, which "ensures that adequate school facilities are available prior to development in Eastern Dublin", will not have an effect upon, or result in a need for new or altered school services.

The reduction of approximately 625 dwelling units will reduce impacts to public services by the Eastern Dublin project.

The proposed changes to grading policies would not have an impact on public services because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to public services because of provisions in the Eastern Dublin EIR which mitigate impacts to public services.

The deletion of dwelling units from the Airport Protection Area will not have impacts to public services because the areas proposed for residential development would remain designated as agricultural.

15 Energy

No changes proposed as part of this project will result in use of substantial amounts of fuel or energy or result in a substantial increase in demand upon existing sources of energy or require the development of new sources of energy.

The reduction of approximately 625 dwelling units will reduce impacts to energy by the Eastern Dublin project.

The proposed changes to grading policies would not have an impact on energy because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to energy because of provisions in the Eastern Dublin EIR which mitigate impacts to energy.

The deletion of dwelling units from the Airport Protection Area will not have impacts to energy because the areas proposed for residential development would remain designated as agricultural.

16 Utilities

No changes proposed as part of this project will result in a need for new systems or substantial alterations to power or natural gas, communication systems, sewer or septic tanks, storm water drainage or solid waste and disposal.

The reduction of approximately 625 dwelling units will reduce impacts to utilities by the Eastern Dublin project.

The proposed changes to grading policies would not have an impact on utilities because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane

roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to utilities because of provisions in the Eastern Dublin EIR which mitigate impacts to utilities.

The deletion of dwelling units from the Airport Protection Area will not have impacts to utilities because the areas proposed for residential development would remain designated as agricultural.

17 Human Health

No changes proposed as part of this project will result in the creation of any health hazard or potential health hazard (excluding mental health) or result in exposure of people to potential health hazards.

The reduction of approximately 625 dwelling units will reduce potential impacts to human health by the Eastern Dublin project.

The proposed changes to grading policies would not have an impact on human health because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to human health because of provisions in the Eastern Dublin EIR which mitigate impacts to human health.

The deletion of dwelling units from the Airport Protection Area will not have impacts to human health because the areas proposed for residential development would remain designated as agricultural which is typically less impactful to human health.

18 Aesthetics

No changes proposed as part of this project will result in the obstruction of any scenic vista or view open to the public, or result in the creation of an aesthetically offensive site open to public view.

The reduction of approximately 625 dwelling units will reduce impacts to aesthetics by the Eastern Dublin project.

The proposed changes to grading policies would not have an impact on aesthetics, particularly obstruction of any scenic view or vista open to the public. Policy 6-29/Mitigation Measure 3.8/5.0 as modified makes development on the foreground hills and ridgelands conditional rather than a right. Also, language stating "if a backdrop of natural ridgelines remains visible when viewed from designated scenic routes and appropriate measures are taken to minimize visual impacts" has been replaced with language specifically stating that "minor interruptions of views of the main ridgeline by individual building masses may be permissible in limited circumstances where all other remedies have been exhausted." This language protects views of the major ridgelines while allowing "minor interruptions" of that view for individual buildings in limited circumstances. This flexibility allows for isolated cases where a building obscures a view in one direction only and does not obscure other views. This is a minor change and will have no significant impacts. Other policies are included in the Specific Plan which protect views and address visual impacts. Other changes in grading policies clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to aesthetics because of provisions in the Eastern Dublin EIR which mitigate impacts to aesthetics.

The deletion of dwelling units from the Airport Protection Area will not have impacts to aesthetics because the areas proposed for residential development would remain designated as agricultural.

<u>19 Recreation</u>

No changes proposed as part of this project will result in an impact upon the quality or quantity of existing recreational opportunities.

The reduction of approximately 625 dwelling units will reduce impacts to recreation by the Eastern Dublin project.

The proposed changes to grading policies would not have an impact on recreation because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to recreation because of provisions in the Eastern Dublin EIR which mitigate impacts to recreation.

The deletion of dwelling units from the Airport Protection Area will not have impacts to recreation because the areas proposed for residential development would remain designated as agricultural.

20 Cultural Resources

No changes proposed as part of this project will result in the alteration of or the destruction of a prehistoric or historic archeological site; result in adverse physical or aesthetic effects to a prehistoric, historic, or architecturally significant building, structure, or object; have the potential to cause a physical change which would affect unique ethnic cultural values; or restrict existing religious or sacred uses within the potential impact area.

The reduction of approximately 625 dwelling units will reduce impacts to cultural resources by the Eastern Dublin project.

The proposed changes to grading policies would not have an impact on cultural resources because they address visual impacts, clarify ambiguous language, delete language addressed elsewhere and provide needed flexibility of application of grading techniques.

Modifications to the requirement for a grid street pattern, modification of the campus office area south of Dublin Boulevard, west of Tassajara Road and east of Fallon Road to allow general commercial uses; the swapping of approximately 6 to 8 acres of General Commercial and Medium Density Residential lands along Tassajara Road; the change of the Transit Spine from a two lane roadway to a four lane roadway; the clarification of the definition of average intersection level of service; the

provision of flexibility in design guidelines; and the insurance of the availability of school facilities prior to development to the extent permitted by law and through consultation with the appropriate school agencies will not have impacts to cultural resources because of provisions in the Eastern Dublin EIR which mitigate impacts to cultural resources.

The deletion of dwelling units from the Airport Protection Area will not have impacts to cultural resources because the areas proposed for residential development would remain designated as agricultural.

EXCERPTS FROM MAY 3, 1993
PLANNING COMMISSION STAFF REPORT

"The 'Future Study Area' designation in the General Plan is an indication of the City of Dublin's interest in the area and the need for additional studies of environmental constraints, future land uses, infrastructures, and other issues. No land use determinations would be made in this designation until more information is available to determine the most suitable type of development or preservation for the area."

The underlying zoning of the Future Study Area is Agricultural with 1 unit per 100 acres. The Agricultural land use classification is described as follows:

"Agricultural (1 unit per 100 gross residential acres). Accommodates agricultural activities and other open space uses, such as range and watershed management, consistent with the site conditions and plan policies. This classification includes privately held lands, as well as public ownerships not otherwise designated in the plan for Parks and Open Space, or Public/Semi-Public uses. Assumed household size is 3.2 persons per unit."

This modification to the Eastern Dublin project will be consistent with the existing Alameda County General Plan and existing County Zoning for the area. It will result in the following:

a. No development will be indicated for the 4.3 square mile area between the City's current SOI and the eastern GPA boundary. This area includes Doolan Canyon. Compared to the "project" described in the Draft EIR, this modification would eliminate the potential for approximately 4,040 units, 770,000 square feet of commercial uses, 1,340 jobs, housing for 6,550 workers, 2 school sites, and 5 park sites.

b. Doolan Canyon Road will not be extended northerly to Tassajara Road.

c. A portion of the Crosby property (14 acres) will be designated "Future Study Area" since it lies outside the City's current SOI. Formerly, this portion was designated for residential and commercial uses.

d. The GPA text, maps and tables will be modified to reflect the reduced development potential of the lands between the SOI and the eastern project boundary.

e. Language changes will be made to the Specific Plan, as indicated in the paragraphs below.

3. Modify certain grading Policies

The Council recommended changes to some of the grading policies in the Specific Plan and corresponding mitigation measures in the Draft EIR to create greater flexibility without compromising the intent of the policies. Additions to the policies are shown in underlining; deleted text is shown by ~~strikeouts~~.

Policy 6-29, page 69; Mitigation Measure 3,8/5.0, page 3.8-7. Development is not permitted on the main ridgeline that borders the planning area to the north and east, but ~~will~~ may be permitted on the foreground hills and ridgelands. Minor interruptions of views of the main ridgeline by individual building masses may be permissible in limited circumstances where all other remedies have been exhausted. ~~if a backdrop of natural ridgelines remains visible when viewed from designated scenic routes and appropriate measures are taken to minimize visual impacts.~~

Policy 6-33, page 70. Site grading and access roads shall maintain the natural appearance of ~~not disfigure~~ the upper ridgelands or foreground hills within the viewshed of travelers along I-580, Tassajara Road, and the future extension of Fallon Road. Streets should be aligned to follow the natural contours of the hillsides. Straight, linear rows of streets across the face of hillsides shall be avoided.

Policy 6-35, page 70; Mitigation Measure 3.8/4.2, page 3.8-6. Extensive areas of flat ~~pad~~ grading are not appropriate in hillside areas, and should be avoided. Building pads should be graded individually or stepped, wherever possible. Structures and roadways should be designed in response to the topographical and geotechnical conditions. ~~In hillside areas in particular, foundations designed for sloping sites should be used rather than re-contouring the site to accommodate flat land construction techniques~~.

Policy 6-36, page 70; Mitigation Measure 3.8/4.3, page 3, 8-6. Building design shall conform to the natural land form as much as possible. Techniques such as multi-level foundations, rooflines which complement the surrounding slopes and topography, and variations in vertical massing to avoid a monotonous or linear appearance ~~shall~~ should be used. In areas of steep topography, structures should be sited near the street to minimize required grading.

Second Guideline under Form, page 99. ~~Concentrate development on the floor and sides of valleys rather than on ridgelines and noses of hills~~.

First Guideline under Building Siting, page 99. Cluster development ~~buildings~~ to reduce necessary grading and preserve open space continuity (see Figure 7.30).

4. Modify the language requiring a grid-type street pattern.

The Council determined that greater flexibility was desired for the type of street system that would serve the Specific Plan area. The original Specific Plan recommended a grid-type street system to facilitate pedestrian accessibility while accommodating ample auto circulation.

Per Council direction, the Draft Specific Plan text will be revised to delete all recommendations for a grid-type street pattern. In its place will be language that allows various types of street systems, including curvilinear designs, as long as pedestrian accessibility is maintained.

Detailed text changes to the Specific Plan are as follows:

Page 18, second column, third paragraph, third sentence: ...in the commercial area, the goal is to establish the character of a ~~traditional~~ town center, with a walkable ~~grid~~ system of streets well-defined by building and a lively, interesting shopping street catering to pedestrians, ~~and~~ transit users, and others.

Page 79, second column, top of page: ...on establishing the character of a ~~traditional~~ town center, with a walkable ~~grid~~ system of streets well-defined by buildings and a lively, interesting shopping street catering to pedestrians, ~~and~~ transit users, and others.

Page 79, Form, first bullet: ~~Arrange streets in a grid pattern, forming small blocks no more than 500 feet in the longest dimension. In the Community Commercial area along Tassajara Road, blocks may be combined to form larger sites for community shopping center development~~. Develop a street system in the Town center commercial area that provides at least one parallel street on either side of the Transit Spine.

Page 79, Form, add a second bullet: In order to preserve the pedestrian scale in the commercial area, cross streets to the Transit Spine should be spaced no more than 500 feet apart.

Figure 7.1, Town Center Concept Plan: A note will be placed on the figure stating the following:

Note: This figure illustrates one possible interpretation of the street and development pattern that could result from implementation of the Specific Plan community design guidelines. However, a grid system of streets is not the only acceptable means of providing an efficient and pedestrian-friendly circulation system. The Concept Plan in this figure is illustrative only and is not intended to restrict, in any way, development patterns that are consistent with the objectives of this Specific Plan.

Page 88, Form: ~~The traditional city grid has flexibility to accommodate a wide range of types and densities of residential development, within an easily understood and accessible framework of public streets~~.

~~Arrange streets in a grid pattern relatively small, walkable blocks no more than 500 feet in the longest dimension. Although some grid streets may be closed at the edges of the residential area to reduce neighborhood through traffic, the pattern of development should continue to follow the overall grid pattern~~.

Provide a highly interconnected pattern of streets that accommodates the movement of vehicles while enhancing opportunities for pedestrian and bicycle circulation.

Page 89, Auto Circulation introductory sentence: ~~The grid street system can accommodate large volumes of traffic generated by dense development, but disperses it amount many low volume streets throughout the development.~~ The street system should provide a highly interconnected pattern that accommodates the movement of vehicles while enhancing opportunities for pedestrian and bicycle circulation.

Page 89, pedestrian/bicycle circulation, introductory sentence: The sidewalks along the ~~grid of~~ neighborhood streets should provide an active, friendly pedestrian environment connecting residences to neighborhood parks, squares and the larger open space system.

5. Modify the Transit Spine.

The Transit Spine will be shown as a four-lane road, versus the two-lane configuration in the Draft Specific Plan. The following text changes will be made:

Changes to the third sentence of Section 5.2.4 Transit Spine on page 50 of the Specific Plan.

It will provide ~~one or~~ two through lanes in each direction.

Changes to the first bullet under Setbacks on page 79 of the Specific Plan.

- No building setbacks beyond the front setback line along ~~from~~ the transit spine ~~right-of-way (ROW)~~ (i.e., buildings shall should be built to and parallel with the front property setback line except to provide for outdoor dining areas and entry patios/plazas. See Figure 7.3.

Changes to Figure 7.3 on page 85 of the Specific Plan.

The word "setback" should be substituted for the word "property" in the text within and below the drawing. The text would read as follows: "Build up to the front ~~property~~ setback line along the transit spine."

Changes to first section of Transit Spine "in the Town Center and Hacienda Gateway" on page 107 of Specific Plan.

- In the Town Center and Hacienda Gateway
- Within the Public Right-Of-Way (ROW), 8' ~~18'~~ sidewalk between curbline and ROW line.

- Regularly spaced street trees in wells with grates. No planting strips.

- 8' parallel parking aisle on each side of street.

- 10' setback from ROW for buildings. The setback area should be used for pedestrian circulation, window shopping, outdoor merchandising, outdoor cafes and restaurants, and similar pedestrian-oriented activities. The City may allow the 8' sidewalk to be used for the above-listed activities by means of a special encroachment permit, if the applicant provides an 8' pedestrian way within the 10' setback.

- 12' travel lanes.

- 14-foot landscaped median extending from intersection to intersection (i.e., median not to be removed for left-turn lanes).

- Each intersection to be controlled with four-way stops.

- "Bulb" sidewalks into parking lane at intersections and pedestrian crossings and in selected mid-block areas, to allow for landscaping and pedestrian amenities.

- No building setbacks beyond the front setback line, except to provide for outdoor dining areas and entry patios/plazas.

- Street amenities program - see Town Center Commercial guidelines. (See Figure 7.44)

6. Modify the Specific Plan language regarding flexibility in the design guidelines.

   The following paragraph will be inserted at the end of the introductory paragraph on page 79 of the Draft Specific Plan:

   The guidelines in this chapter are advisory only. The City may consider equivalent or superior methods that achieve the objectives of the Specific Plan. The guidelines are intended to be used by developers and planning staff, in conjunction with the City's Zoning Ordinance, to formulate and approve plans that meet the objectives for quality development envisioned by this Specific Plan.

7. Modify the text regarding residential uses within the Livermore Airport Protection Area (APA).

   The following text will be added to the GPA and SP:

   "The Plan allows some low and medium density residential uses within the APA if, at the time of prezoning, the residential designations are not inconsistent with the APA. If, at the time of prezoning, the residential designations are inconsistent with

the APA, the residential designations will convert to "Future Study Area" with an underlying agricultural designation."

A "Future Study Area" with an "agricultural" designation would eliminate potential for 625 dwelling units (183 low density, single family units and 442 medium density, multi-family units) and housing for 1,013 workers.

8. Allow some General Commercial in certain areas designated Campus Office.

The Draft General Plan Amendment and Specific Plan designated approximately 83 acres of Campus Office along I-580, south of Dublin Boulevard between Tassajara and Fallon Roads. They also designated approximately 54 acres of Campus Office, at the southwest corner of Dublin Boulevard and Tassajara Road. With the mix of land uses shown in the Draft General Plan Amendment and Specific Plan, the Dublin Boulevard/Tassajara Road and the Dublin Boulevard/Fallon Road intersections potentially reach Level of Service D during the afternoon peak hour. Retail uses can generate up to twice as much afternoon peak hour traffic as compared to office uses. Any additional retail uses within these areas designated for Campus Office will need to be carefully planned in order to maintain Level of Service D at the surrounding intersections.

The two areas designated Campus Office mentioned above will be modified to allow consideration of some General Commercial land uses instead of Campus Office, with the stipulation that traffic levels of service established in the Specific Plan will be maintained.

A Planned Development zoning process will be required to determine the amount, location and development standards for General Commercial uses that replace the Campus Office uses designated on the Specific Plan land use map. The following changes will be made to the Specific Plan to accommodate General Commercial uses instead of Campus Office:

a. A note will be added to the Specific Plan Land Use Map indicating the possibility for General Commercial uses in the select Campus Office areas. (A similar note will be added to the GPA land use map.)

b. Text will be added to the Specific Plan to:

   1) indicate that this shift to allow either Campus Office or General Commercial will create greater flexibility to respond to changing market conditions that may occur in the future; and

   2) state that the shift from Campus Office to General Commercial uses will not be permitted to occur if the established traffic levels of service would be exceeded.

9. Add language to the Specific Plan regarding average intersection level of service.

Staff identified the need to clarify the term "average intersection level of service" within Policy 5-3 (page 50) of the Specific Plan. The Specific Plan was designed to accommodate average intersection levels of service standards on an hourly basis using reasonable land use forecasts for approximately 20 years into the future. The underlined sentence will be added to Policy 5-3 of the Specific Plan:

> "Plan development in eastern Dublin to maintain Level of Service D or better as the average intersection level of service at all intersections within the Specific Plan area during AM, PM and midday peak periods. The average intersection level of service is defined as the hourly average."

10. Clarify the policy regarding school availability (Policy 8-3, page 119).

The Council recommended revising the Specific Plan policy relating to school availability, based on recent amendments to the law:

> Ensure that adequate school facilities are available prior to development in eastern Dublin to the extent permitted by law.

11. Verify adequate depth available for major retail development in the General Commercial area along Tassajara Road.

Concern was expressed by one of the Eastern Dublin landowners that insufficient depth might be available to develop major retail uses in the General Commercial area along the eastern side of Tassajara Road. The amount of land needed for roadway right-of-ways and other setbacks could result in an insufficient amount of land remaining to accommodate a major retail use such as a Walmart or Price Club store.

Staff has determined that a typical prototype major retail use would seek an approximately 15 acre site with dimensions of approximately 625 feet depth by 1050 foot width (See Attachment 4). The property along the eastern side of Tassajara Road, between I-580 and Dublin Boulevard, has the size and dimensions to potentially accommodate such a major retail use.

However, the property along the eastern side of Tassajara Road, between Dublin Boulevard and the Transit Spine would not have sufficient size and dimensions. It would be desirable to have multiple sites in Eastern Dublin that could potentially accommodate a major retail use.

In order to have several potential sites, the General Commercial land use designation at the northeast corner of Tassajara

Road/Gleason Road should be switched with the Medium Density Residential land use designation adjacent to the General Commercial land use designation at the northeast corner of Tassajara Road/Dublin Boulevard (see Attachment 3). Both areas are under the same ownership. The net amount of General Commercial and Medium Density Residential land use would remain the same.

Staff recommends that the General Commercial and Medium Density Residential land use designations be switched, and that the text, maps, and figures in the GPA and SP be adjusted to reflect this change.

PREPARATION OF AN ADDENDUM TO THE EIR TO DETERMINE POTENTIAL ENVIRONMENTAL IMPACTS OF ALTERNATIVE 2, WITH MODIFICATIONS

Staff determined that an addendum to the Eastern Dublin General Plan Amendment and Specific Plan EIR is required by the California Environmental Quality Act (CEQA). The addendum is needed because:

1) None of the conditions requiring a subsequent or supplemental EIR have occurred:

a) Subsequent changes in the project do not involve any new significant environmental impacts not previously considered in the EIR;

b) Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will involve new significant environmental impacts not previously covered in the EIR;

2) Only minor technical changes or additions are necessary to make the EIR adequate; and

3) Changes to the EIR made by the addendum do not raise important new issues about the significant effects on the environment.

Staff will prepare the Addendum for the City Council's review at its May 10th meeting. The Council will consider the Addendum along with the Final EIR prior to taking action on the project.

CONCLUSION

Compared to the project described in the Draft EIR, Alternative 2 with modifications would eliminate the potential for approximately 4,040 to 4,640 dwelling units, 770,000 square feet of commercial uses, 1,840 jobs, housing for 6,550 to 7,560 workers, 2 school sites and 5 park sites.

RESOLUTION NO. _____-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

A RESOLUTION CERTIFYING THE ADDENDUM AND THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE EASTERN DUBLIN GENERAL PLAN AMENDMENT AND SPECIFIC PLAN

Recitals

1. In response to a proposal for residential development of the Dublin Ranch property, the City of Dublin undertook the Eastern Dublin Study to plan for the future development of the eastern Dublin area.

2. The City Council and Planning Commission conducted three joint public study sessions and three workshops relating to planning issues in eastern Dublin.

a. The April 18, 1990, study session considered a land use concept report containing four land use scenarios and the consistency of each land use concept with existing general plan policies. Alternative #4 was considered the preferred land use concept for environmental study by informal consensus.

b. The August 22, 1990, study session considered Alternative #4 and a fifth concept (based on the 1986 annexation agreement with Alameda County). The "Town Center" concept, types of streets, location and types of parks were discussed.

c. The November 15, 1990, workshop solicited comments from the public regarding the existing and desired life style qualities in Dublin and what the public wanted to see in a new community.

d. The December 6, 1990, workshop continued with a similar discussion of desired types of commercial development and discussed circulation systems and parks and open space.

e. The December 18, 1990, workshop presented a preliminary conceptual land use plan. Input was received on the transit spine, location of civic center, types of residential uses, location of commercial uses, the concentration of high density residential uses, and jobs/housing balance.

f. The February 14, 1991, study session considered a land use plan that incorporated comments made at the three workshops and included a discussion of major issues, such as the location of a high school, connection to existing Dublin, size of streets and types of parks.

ATTACHMENT 4

3. With the identification of a preferred alternative on February 14, 1991, the City prepared a Draft General Plan Amendment for approximately 6,920 acres and a Draft Specific Plan for approximately 3,328 acres.

4. The City completed an Initial Study on the project and determined that an Environmental Impact Report (EIR) was required. A Notice of Preparation dated September 12, 1988, was prepared, published in a newspaper of general circulation and mailed to Responsible Agencies and various other interested parties. A subsequent Notice of Preparation, dated October 16, 1991, was distributed in the same manner.

5. A Draft Environmental Impact Report was prepared on the project, including the General Plan Amendment, Specific Plan, sphere of influence changes, prezoning, annexation to the City and the Dublin San Ramon Services District, and detachment from the Livermore Area Recreation and Park District. The Draft Environmental Impact Report consisted of two volumes -- a Draft Environmental Impact Report (Part I) and the Draft Environmental Impact Report Appendix (Part II), both volumes dated August 28, 1992. A Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on August 28, 1992 (SCH No. 91103064).

6. The Draft Environmental Impact Report was initially circulated for a 45-day public/agency review period beginning on August 28, 1992, and ending on October 13, 1992, and was extended for an additional 16-day period to October 29, 1992. Public notice of the availability of the Draft Environmental Impact Report was published in a newspaper of general circulation and posted on and off the project site.

7. The City of Dublin Planning Commission held a duly noticed public hearing on the Draft Environmental Impact Report on September 21, 1992, which hearing was continued to September 23, 1992, September 29, 1992 and October 1, 1992. At these hearings, and through submitted written comments, the Planning Commission received comments on the Draft EIR from the public, responsible agencies, other governmental and private organizations, as well as from City staff and its consultants and property owners and their consultants.

8. The City prepared responses to comments on environmental issues received during the public review period and at the public hearings, which responses clarify and amplify the information contained in the Draft EIR, providing good faith reasoned analysis supported by factual information. The comments and responses to comments were published in two parts, on December 7, 1992, and December 21, 1992, and were distributed to or otherwise made available to the Planning Commission, Responsible Agencies, and

other interested parties.

9. The Planning Commission reviewed specific text revisions to the Draft EIR and directed that portions of the comments and responses be incorporated into the Final EIR.

10. An Addendum to the Draft Environmental Impact Report dated May 4, 1993, ("Addendum") has been prepared which is attached to the Final Environmental Impact Report.

11. A Final Environmental Impact Report was prepared by the City, which consists of:

(a) Draft Environmental Impact Report (Part I) dated August 28, 1992;

(b) Draft Environmental Impact Report Appendix (Part II) dated August 28, 1992);

(c) Letter from DKS Associates to Laurence Tong dated December 15, 1992; and

(d) Responses to Comments dated December 7, 1992, and December 21, 1992.

12. On May 10, 1993, the City Council considered the Addendum with the Final Environmental Impact Report and the Planning Commission's recommendation for certification.

NOW, THEREFORE, BE IT RESOLVED THAT:

A. The foregoing Recitals are true and correct and made a part of this resolution.

B. The City Council has reviewed and considered the Addendum with the Final Environmental Impact Report. The City Council hereby finds and certifies the Addendum and the Final Environmental Impact Report are complete, adequate, and in compliance with CEQA and the City of Dublin's Environmental Guidelines and reflect the independent judgment of the City Council and the City as the lead agency.

PASSED, APPROVED, AND ADOPTED this 10th day of May, 1993, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MAYOR

ATTEST:

CITY CLERK

114\RESOL\29\CERTIF2.EST

RESOLUTION NO. _____-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

A RESOLUTION APPROVING AGREEMENT WITH COUNTY OF ALAMEDA AND SURPLUS PROPERTY AUTHORITY

WHEREAS, the City is party to an agreement with the County of Alameda entitled "An Agreement Between the County of Alameda and the City of Dublin Regarding Camp Parks, Tassajara Park and Santa Rita Properties" ("Annexation Agreement"), and

WHEREAS, an agreement to supersede to the Annexation Agreement has been prepared, entitled "Agreement Between County of Alameda, Surplus Property Authority and City of Dublin Regarding Transfer of Property Tax Revenues Upon Annexation, Provision of Services and Other Matters" ("Revised Agreement"), a copy of which is attached hereto as Attachment 1; and

WHEREAS, the Revised Agreement has been executed by the County of Alameda and the Surplus Property Authority; and

WHEREAS, the City Manager recommends approval of the Revised Agreement; and

WHEREAS, the Council is familiar with the contents of the Revised Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized and directed to execute the Revised Agreement.

PASSED, APPROVED, AND ADOPTED THIS ____ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
MAYOR

ATTEST:

_____
CITY CLERK

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ATTACHMENT 5

AGREEMENT BETWEEN COUNTY OF ALAMEDA,
SURPLUS PROPERTY AUTHORITY AND CITY OF DUBLIN REGARDING
TRANSFER OF PROPERTY TAX REVENUES UPON ANNEXATION,
PROVISION OF SERVICES AND OTHER MATTERS

THIS AGREEMENT, dated for identification this 6th day of October 1992, is entered into between the CITY OF DUBLIN (CITY), a municipal corporation, the COUNTY OF ALAMEDA (COUNTY), a political subdivision of the State of California and the SURPLUS PROPERTY AUTHORITY ("AUTHORITY") of Alameda County, a public corporation.

C-92-1239

RECITALS

A. COUNTY and CITY are parties to an agreement entitled "An Agreement Between the County of Alameda and the City of Dublin Regarding Camp Parks, Tassajara Park and Santa Rita Properties," which is dated August 5, 1986 (hereafter "Annexation Agreement").

B. The Annexation Agreement sets forth certain agreements regarding the annexation of the properties described in that agreement as the "Camp Parks property," the "Tassajara Park property" and the "Santa Rita property" as well as agreement between COUNTY and CITY regarding the transfer of property tax revenues upon annexation of other lands.

ATTACHMENT 1

C. The properties described herein as the CAMP PARKS PROPERTY, TASSAJARA PARK PROPERTY, COUNTY GOVERNMENTAL PROPERTY, COUNTY SHERIFF PROPERTY and SANTA RITA PROPERTY were not within the city limits of CITY at the time of execution of the Annexation Agreement but have since been annexed to CITY and are currently within the city limits of CITY.

D. CITY is in the process of preparing a general plan amendment and specific plan for the SANTA RITA PROPERTY and other properties to the east of SANTA RITA PROPERTY.

E. AUTHORITY owns approximately ±613 acres of property within the city limits of CITY, described herein as the SANTA RITA PROPERTY, which AUTHORITY intends to develop in a proprietary capacity. Development of the SANTA RITA PROPERTY will benefit both AUTHORITY, COUNTY and CITY through the provisions of housing, jobs, public recreational amenities and tax revenues.

F. AUTHORITY owns approximately ±214 acres of property within the city limits of CITY, described as the COUNTY GOVERNMENTAL PROPERTY, which AUTHORITY and COUNTY use and intend to use for governmental purposes. The use of the COUNTY GOVERNMENTAL PROPERTY for such purposes will benefit CITY and its residents through the provision of governmental services.

G. AUTHORITY owns approximately ±124 acres of property within the city limits of CITY, described as the COUNTY SHERIFF PROPERTY which is used by the Alameda County Sheriff's Department for governmental uses.

H. CITY, COUNTY, and AUTHORITY desire to provide a framework for the orderly development of the SANTA RITA PROPERTY and COUNTY GOVERNMENTAL PROPERTY and needed infrastructure for such development; the provision of services to the SANTA RITA PROPERTY, COUNTY SHERIFF PROPERTY and COUNTY GOVERNMENTAL PROPERTY; the sharing of property taxes upon annexation by CITY of lands to the east of CITY's current eastern city limits; the sharing of property tax revenues from properties within CITY; and other related matters.

DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

a. CAMP PARKS PROPERTY shall mean all property currently designated as Assessor's Parcel Number 946-015-1-5, regardless of whether all or part of such property is later designated by a different Assessor's Parcel Number, and described more particularly in Exhibit A, attached hereto and incorporated herein.

b. COUNTY GOVERNMENTAL PROPERTY shall mean the property owned by AUTHORITY, consisting of approximately ±214 acres, east of Arnold Road, north of Gleason Drive and west of Tassajara Creek, as shown on Exhibit B, attached hereto and incorporated herein.

c. COUNTY SHERIFF PROPERTY shall mean the property owned by AUTHORITY, consisting of approximately ±124 acres used, operated and/or controlled by the Alameda County Sheriff's Department, which is located generally north of Broder Ave. and east of Arnold Road extending to Barnett Road, as shown on Exhibit C, attached hereto and incorporated herein. COUNTY SHERIFF PROPERTY shall include any portion of the COUNTY GOVERNMENTAL PROPERTY subsequently used, operated and/or controlled by the Alameda County Sheriff's Department.

d. EASTERN DUBLIN shall mean any and all property lying within the City of Dublin Eastern Dublin Planning Area located to the east of CITY's easterly city limits as shown in Exhibit D.

e. GENERAL COMMERCIAL PROPERTY (ONE HUNDRED ACRES) shall mean the first 100 acres of property designated as "general commercial" property by CITY's General Plan and Eastern Dublin Specific Plan to be developed on the SANTA RITA PROPERTY and/or in EASTERN DUBLIN for uses other than office uses, which property shall be shown on a map to be prepared, maintained and updated by CITY until a total of 100 acres have been developed, at which time such map shall become a part of this Agreement.

f. SANTA RITA PROPERTY shall mean the property owned by AUTHORITY, consisting of approximately ±613 acres, east of Arnold Road, south of that portion of Gleason Drive west of Tassajara Creek, and west of Tassajara Road, currently designated as Assessor's Parcel Number 946-015-2, Assessor's Parcel Number 946-15-4 and a portion of Assessor's Parcel Number 946-015-1-4, regardless of whether all or part of such property is later designated by a different Assessor's Parcel Number, and described more particularly in Exhibit E, attached hereto and incorporated herein.

g. TASSAJARA PARK PROPERTY shall mean all property currently designated as Assessor's Parcel Numbers 946-015-1-6 and 946-015-1-7, regardless of whether all or part of such property is later designated by a different Assessor's Parcel Number, and described more particularly in Exhibit F, attached hereto and incorporated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and acts described herein, the CITY, COUNTY and AUTHORITY agree as follows:

1. Recitals

The foregoing recitals are true and correct and are part of this Agreement.

2. Property Tax Transfer upon Future Annexations

Upon annexation to CITY of any property within EASTERN DUBLIN, CITY and COUNTY agree that CITY will receive 25.4% of the full one percent ad valorem property tax and/or possessory interest tax from such property and shall retain all other revenues derived from or attributable to EASTERN DUBLIN normally received by a city on account of property within its city limits. This Agreement is made pursuant to the provisions of Revenue and Taxation Code section 99 and shall constitute the agreement for exchange of property tax revenues required by Revenue and Taxation Code § 99(b)(6). Both parties agree to adopt resolutions accepting this exchange of tax revenues, if required by the executive officer of the Local Agency Formation Commission at the time of an application for annexation.

3. Property Tax Transfer following Annexation of Designated Properties

a. CITY shall continue to receive 25.4% of the full one percent ad valorem property tax and/or possessory interest tax from the TASSAJARA PARK PROPERTY and the CAMP PARKS PROPERTY whether such properties, or any part of either such properties, are held by public or private entities.

b. CITY shall receive the following percentage of the full one percent ad valorem property tax and/or possessory interest tax from the portions of the SANTA RITA PROPERTY, the COUNTY SHERIFF PROPERTY and the COUNTY GOVERNMENTAL PROPERTY within the following tax rate areas (or any new tax rate areas

designated that encompass the same property) and COUNTY shall receive the following percentage of such ad valorem property tax and/or possessory interest tax:

Tax Rate Area	City	County
26-012	38.565216%	31%*
26-013	29.130376%	31%*
26-021	22.871071%	31%

*COUNTY shall receive this percentage of the tax following detachment of the property from the Livermore Area Recreation and Park District (LARPD).

c. The provisions of subsection (b) of this section shall apply regardless of the ownership of the property included in tax rate areas 26-012, 26-013 and 26-021 or any successor tax rate areas.

d. The provisions of this section are entered into pursuant to Revenue and Taxation Code sections 99.4(b).

e. Prior to the effective date of this Agreement, CITY shall apply to LAFCO for detachment of the property included in tax rate areas 26-012 and 26-013 from LARPD.

4. Tax Revenues from SANTA RITA PROPERTY, COUNTY SHERIFF PROPERTY and COUNTY GOVERNMENTAL PROPERTY

a. Except as provided in subsection (b) below, CITY will receive all revenues derived from or attributable to the SANTA RITA PROPERTY, COUNTY SHERIFF PROPERTY and the COUNTY GOVERNMENTAL PROPERTY normally received by a city on account of property within its city limits, including the amount of ad

valorem property tax and/or possessory interest tax specified in subsection 3(b) above.

b. (1) The total amount of property tax revenues CITY will receive in any fiscal year from the SANTA RITA PROPERTY, COUNTY SHERIFF PROPERTY and COUNTY GOVERNMENTAL PROPERTY shall be reduced by an amount equal to the sum of (1) thirty-five percent (35%) of the sales and use tax revenues received by CITY during the preceding sales tax four quarter period ending with the June State Board of Equalization "balance" payment (hereafter "four quarter period") from businesses located on the GENERAL COMMERCIAL PROPERTY (ONE HUNDRED ACRES) and (2) thirty-five percent (35%) of the sales and use tax revenues received by CITY during the preceding four quarter period from businesses located on the SANTA RITA PROPERTY which is not zoned "general commercial" in CITY's zoning ordinance. This amount shall be referred to hereafter as the "Property Tax Reduction."

(2) In the event that the property tax revenues allocated to CITY from the SANTA RITA PROPERTY, COUNTY SHERIFF PROPERTY and COUNTY GOVERNMENTAL PROPERTY in any fiscal year are less than an amount equal to the Property Tax Reduction, the difference between the amount of such property tax revenues and the Property Tax Reduction shall be carried forward to succeeding fiscal years and shall be a reduction in property tax revenues allocated to

CITY from the SANTA RITA PROPERTY, COUNTY SHERIFF PROPERTY and COUNTY GOVERNMENTAL PROPERTY in future years until the difference is reduced to zero. The following example is provided for illustrative purposes:

	35% of Sales Tax	City's Property Tax from Three Properties	Amount of Reduction to Property Tax	Amount Carried Forward
Year 1	$200,000	$100,000	$100,000	$100,000
Year 2	200,000	150,000	150,000	50,000
Year 3	250,000	800,000	400,000	0
Total	$650,000	$1,050,000	$650,000	$150,000

(3) CITY shall, no later than September 30 of each year, notify COUNTY's Auditor-Controller of the amount of the Property Tax Reduction for the preceding four quarter period. For purposes of this Agreement, the amount of sales and use tax received by CITY during the preceding four quarter period shall be calculated as of the date of the June State Board of Equalization payment to the CITY. This amount shall not include the advance for the month following the fourth sales tax quarter included in the June payment. Upon reasonable notice, COUNTY shall have the right to audit CITY's sales tax records to verify the accuracy of the amount reported.

(4) COUNTY shall provide CITY with an annual statement, in the form of attached hereto as Exhibit G,

showing the reduction of property taxes pursuant to this subparagraph (b).

(5) Upon reasonable notice, CITY shall have the right to audit COUNTY's property tax records to verify the accuracy of the amount of the reduction to CITY's property tax revenues pursuant to this section.

(6) In no event shall property tax revenues allocated to CITY from any areas other than SANTA RITA PROPERTY, COUNTY SHERIFF PROPERTY and COUNTY GOVERNMENTAL PROPERTY be reduced by virtue of the provision of this paragraph.

(7) In no event shall the reduction to the CITY's property tax revenues provided for in this section be used to reduce the CITY's "base" for calculating its allocation of property taxes pursuant to Revenue and Taxation Code section 97 nor shall it affect the CITY's "property apportionment tax factor" calculated pursuant to Revenue and Taxation Code section 97.5 or its share of the annual tax increment or supplemental assessments.

(8) CITY and COUNTY agree that the reduction in property tax revenues provided for in subsection (b)(i) above shall not be deemed "proceeds of taxes" by CITY but shall be considered "proceeds of taxes" by COUNTY for purposes of Article XIIIB of the California Constitution.

(9) As used herein, "sales and use tax revenues" shall mean the one percent (1%) sales and use tax revenues currently received by CITY pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Revenue and

Taxation Code section 7200 et seq.) and CITY's Uniform Local Sales and Use Tax Ordinance (Dublin Municipal Code Chapter 3.04).

c. In the event that the State changes the current basis for allocation of sales and use tax from an allocation according to situs to some other allocation basis, then CITY and COUNTY shall renegotiate the provisions of subsection (b) of this Agreement with respect to sharing of sales and use taxes. In renegotiating the provisions of subsection (b), the parties shall attempt to preserve the relationship between the total amount of the sales and use tax generated from the properties, the percentage of such tax received by the COUNTY, and the percentage retained by CITY.

d. Notwithstanding the provisions of subsection (b) above, COUNTY agrees that should any automobile franchise, whether currently located within CITY's existing city limits or hereafter located within CITY's existing city limits (except for automobile franchises located on the SANTA RITA PROPERTY), relocate to the SANTA RITA PROPERTY within twelve (12) months from the date the automobile franchise ceased operating in the City, all sales taxes attributable to such automobile franchise shall be allocated to CITY. In such event, the property on which such automobile franchise is located shall be excluded from the definition of GENERAL COMMERCIAL PROPERTY (ONE HUNDRED ACRES) even if it would otherwise come within that definition.

As used herein, "automobile franchise" shall mean any business engaged in the sale of new automobile and/or trucks, whether or not operating pursuant to franchise agreement.

5. Services to be Provided -- COUNTY SHERIFF PROPERTY

a. Except as provided in subsection (b) below and except for services provided by franchise (such as garbage, electricity, gas and cable television), COUNTY shall provide all municipal services to the COUNTY SHERIFF PROPERTY, including police services.

b. CITY shall provide fire suppression services to the COUNTY SHERIFF PROPERTY and COUNTY shall reimburse CITY, all as provided in paragraph A of the Letter of Agreement between CITY and COUNTY, dated March 11, 1991, a copy of which is attached hereto and incorporated herein as Exhibit H.

6. Services to be Provided -- COUNTY GOVERNMENTAL PROPERTY

a. CITY shall provide all municipal services of the type normally provided by CITY to COUNTY GOVERNMENTAL PROPERTY.

b. In the event that COUNTY or AUTHORITY requests services for COUNTY GOVERNMENT PROPERTY at a level in excess of municipal services normally provided by CITY, COUNTY and AUTHORITY agree that CITY may impose fees, charges, assessments or other similar mechanisms to recover the cost of such increased services.

c. As used in this Section and in Section 7, "municipal services of the type normally provided by CITY" shall mean all services on the date of this Agreement provided by CITY from funds other than revenues derived from assessments levied on property."

7. Services to be Provided -- SANTA RITA PROPERTY

a. CITY shall provide all municipal services of the type normally provided by CITY to the SANTA RITA PROPERTY.

b. In the event that COUNTY or AUTHORITY requests services for SANTA RITA PROPERTY at a level in excess of municipal services normally provided by CITY, COUNTY and AUTHORITY agree that CITY may impose fees, charges, assessments or other similar mechanisms to recover the cost of such increased services.

c. COUNTY and AUTHORITY agree that the SANTA RITA PROPERTY will be responsible for any assessments, fees, charges or special taxes, such as those imposed pursuant to the Landscape and Lighting Act of 1972 (Streets and Highways Code sections 22500 et.seq.) or the Mello-Roos Community Facilities Act (Government Code sections 53311 et.seq.), for services provided to all property of a like or similar land use city-wide.

8. Land Use Approvals -- SANTA RITA PROPERTY

Notwithstanding any rights and powers which it may possess as a California county, COUNTY and AUTHORITY agree as follows with respect to the SANTA RITA PROPERTY:

a. Any development or use of the property shall comply with all CITY rules, regulations, resolutions, ordinances or other enactments relating to land use, including but not limited to CITY's general plan, any applicable specific plan, Municipal Code, Zoning Ordinance, Building Code, Electrical Code, Mechanical Code and Housing Code.

b. CITY, COUNTY and/or AUTHORITY may, but need not, enter into a development agreement of the sort authorized by Government Code sections 65864 et.seq. prior to any development of the property.

9. Land Use Approvals -- COUNTY GOVERNMENTAL PROPERTY and COUNTY SHERIFF PROPERTY

Notwithstanding any rights and powers which it may possess as a California county, COUNTY and AUTHORITY agree as follows with respect to the COUNTY GOVERNMENTAL PROPERTY and the COUNTY SHERIFF PROPERTY:

a. Except as set forth in subsection (d) below, any COUNTY governmental uses proposed for either property shall be reviewed by CITY Planning Commission for conformity with CITY's general plan in accordance with Government Code section 65402 and shall be subject to site development review in accordance with CITY's zoning ordinance. COUNTY shall be the lead agency for purposes of CEQA review. CITY and COUNTY will share the costs associated with processing site development review equally.

b. Any governmental uses proposed for either property, other than COUNTY governmental uses, shall be processed in accordance with CITY's rules, regulations, resolutions, ordinances or other enactments relating to land use, including but not limited to CITY's general plan, any applicable specific plan, Municipal Code, Zoning ordinance, Building code, Electrical Code, Mechanical Code and Housing Code. COUNTY and/or AUTHORITY will assure that governmental uses of the property by any governmental entity other than COUNTY are subject to CITY's land

use rules, regulations, resolutions, ordinance or other enactments by inclusion of a condition to that effect in any deed to or lease of, such property or other similar mechanism.

c. If the land use designation of any portion of either property is proposed to be changed or subsequently changed to allow non-governmental uses of the property, the provision of section 8 of this Agreement shall be applicable to such property. In such event, CITY will provide municipal services of the type normally provided by CITY to such property, as provided in section 7, and CITY will receive tax revenues derived from or attributable to such property, as provided in section 3(b) and section 4.

d. No site development review shall be required for any uses of the COUNTY SHERIFF PROPERTY by the Sheriff's Department as long as the use is within the perimeter of the existing County Jail property or other existing Sheriff Department facilities, such as the existing training facility.

e. CITY agrees to process any review pursuant to Government Code section 65402 and site development review required by subsection (a) as expeditiously as possible.

10. <u>COUNTY Ownership of any portion of CAMP PARKS PROPERTY</u>

Notwithstanding any rights and powers which it may possess as a California county, COUNTY and AUTHORITY agree that in the event that COUNTY or AUTHORITY acquires any interest in the CAMP PARKS PROPERTY:

a. The provisions of section 8 and section 9, depending on the use, shall govern the land uses of such property;

b. CITY shall continue to receive 25.4% of the full one percent ad valorem and/or possessory interest tax, as provided in Section 3(a); and

c. CITY shall provide services to such property pursuant to Section 6, if the use is a governmental use, or Section 7, if the use is non-governmental.

11. Future Infrastructure for SANTA RITA PROPERTY and COUNTY GOVERNMENTAL PROPERTY

a. CITY, COUNTY and AUTHORITY agree in concept that infrastructure should be constructed as necessitated by development and to accommodate reasonably projected development and that costs of such infrastructure shall be borne by properties benefiting therefrom in proportion to the benefit received.

b. Notwithstanding any rights and powers which it may possess as a California county, and in addition to the provisions of Section 7(c), COUNTY and AUTHORITY agree that SANTA RITA PROPERTY will be subject to assessments, fees, exactions and/or special taxes for public improvements, such as but not limited to streets, roads, freeway improvements, schools, libraries, parks, police stations and fire stations (including fire equipment and apparatus), which benefit SANTA RITA PROPERTY to the extent of such benefit.

c. CITY agrees that any assessments, fees, exactions and/or special taxes will be imposed or levied in a

manner consistent with the manner of imposing similar assessments, fees, exactions and/or special taxes in EASTERN DUBLIN.

d. CITY agrees that it will provide the same level of maintenance to the infrastructure as it provides to other similar infrastructure elsewhere in CITY.

12. Reimbursement for Oversizing Infrastructure

In the event that COUNTY and/or AUTHORITY are required to install improvements containing supplemental size, capacity, number or length for the benefit of property other than the SANTA RITA PROPERTY, CITY agrees that it will enter into an agreement with COUNTY and/or AUTHORITY for reimbursement for such supplemental improvements in accordance with, and subject to, Dublin Municipal Code section 9.16.110 and Government Code sections 66485 et.seq.

13. Dedication of Easements and Right-of-Way

AUTHORITY agrees to dedicate to CITY or other appropriate agencies or entities such portions of SANTA RITA PROPERTY located within the ultimate right-of-way of Gleason Drive, Dublin Boulevard and Hacienda Drive as are necessary for utility easements or right-of-way for installation of utilities such as water, sanitary sewer, communications, gas, electric, storm sewer and cable television. Such dedication shall occur when the SANTA RITA PROPERTY is developed or, in advance of such development, if needed for development of properties in EASTERN DUBLIN.

AUTHORITY agrees to negotiate in good faith with CITY to dedicate any other easements necessary for development of the SANTA RITA PROPERTY and/or properties in EASTERN DUBLIN.

14. Miscellaneous Provisions

a. CITY and COUNTY agree to work together to assure, to the extent legally possible, that appropriate mitigation measures are required for any development in southern Contra Costa County that adversely affects traffic circulation in EASTERN DUBLIN and SANTA RITA PROPERTY.

b. CITY and COUNTY agree that it is in the interests of both parties to provide adequate sewerage capacity for development of the SANTA RITA PROPERTY and properties in EASTERN DUBLIN and, to that end, agree to work cooperatively toward that goal.

c. In the event COUNTY wishes to expand its existing water storage facility located on Tassajara Hill for exclusive use of the Santa Rita Jail, COUNTY shall submit such proposed plans to CITY for review pursuant to Government Code section 65402. In the event that the purpose of expanding such facility is for future use in addition to uses needed by the Santa Rita Jail and other COUNTY governmental uses, COUNTY shall process a conditional use permit through CITY.

d. CITY agrees to process an application for planned development rezoning and a development agreement simultaneously with the general plan amendment and specific plan currently being processed, provided such processing is at COUNTY's sole expense and provided, further, that it is understood and agreed that any such rezoning would be conditional

pending completion of the general plan amendment and specific plan process.

e. CITY and COUNTY agree that there shall be no adjustment to either party's appropriations limit by virtue of this Agreement.

f. CITY agrees that it will not include the SANTA RITA PROPERTY within a redevelopment project area without the consent of COUNTY.

15. Agreement to Become Effective Upon Council Action

a. This Agreement shall not become effective unless and until the CITY, acting through its City Council, adopts a general plan and specific plan for the SANTA RITA PROPERTY and COUNTY GOVERNMENTAL PROPERTY which designates land use for such properties of not less than 85% by square footage or by number of units of the land uses shown on Exhibit I, attached hereto and incorporated herein. CITY shall notify COUNTY and AUTHORITY of the effective date of the general plan amendment, which shall be the date of this Agreement.

b. Notwithstanding subsection (a) above, this Agreement, once effective, shall not become ineffective if, upon application by COUNTY, AUTHORITY or their successors, CITY changes the land uses for the properties to different intensity of development than that shown on Exhibit I.

c. Notwithstanding subsection (a) above, once this Agreement becomes effective, CITY later reduces the density of land uses by more than 15% (by square footage or number of units) below that shown on Exhibit I, the provisions of Section

20(b) regarding breach shall be applicable, unless such reduction is agreed to by COUNTY.

d. Once effective, and except as provided in subsection (e) below, this Agreement shall supersede the Annexation Agreement, which shall thereafter be of no force or effect.

e. The Letter of Agreement dated March 11, 1991, (Exhibit H) shall remain in effect with respect to the provision of fire suppression services to COUNTY SHERIFF PROPERTY.

16. Additional Documents and Agreements

The parties agree to cooperate in the execution of any additional documents or agreements which may be required to carry out the terms of this Agreement.

17. Successors

This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively, and all its provisions including paragraph 8, shall specifically bind and inure to the benefit of any subsequent owners of the SANTA RITA PROPERTY.

18. Construction of Agreement

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

19. Time of the Essence

In entering into this Agreement, the parties recognize and agree that time is of the essence.

20. Breach

a. If CITY, COUNTY or AUTHORITY breach any provision of this Agreement, the non-breaching party may bring an action for specific performance, declaratory relief, writ of mandate or other appropriate action at law or equity and may recover damages, including interest at the legal rate specified in Code of Civil Procedures section 685.010 from the time of breach, sustained as result of such breach. Damages shall be recoverable only for tax revenues found to be due to the non-breaching party. The prevailing party shall be entitled to recover its attorneys' fees and costs from the breaching party.

b. In the event that CITY breaches Section 15(c) of this Agreement, the provisions of Section 2 hereof shall be of no force or effect from the date of such breach forward but such breach shall not affect the allocation of property taxes and/or possessory interest taxes to CITY from property already annexed to CITY. In addition, the provisions of Section 8 hereof shall be of no force or effect and COUNTY and/or SURPLUS PROPERTY AUTHORITY shall be free to develop the SANTA RITA PROPERTY without compliance with CITY's land use regulations.

c. If COUNTY fails to remit any tax revenues due to CITY in a timely manner, COUNTY shall pay CITY interest at the legal rate specified in Code of Civil Procedure section 685.010 until such tax revenues are paid.

21. Notices

Whenever notice is required hereunder, it shall be given to the parties as follows:

To: City of DUBLIN:

City Manager
City of Dublin
100 Civic Plaza
Post Office Box 2340
Dublin, CA 94568

To: COUNTY of Alameda:

County Administrator
County of Alameda
1221 Oak Street, Room 555
Oakland, CA 94612

To: SURPLUS PROPERTY AUTHORITY:

County Administrator
County of Alameda
1221 Oak Street, Room 555
Oakland, CA 94612

22. Warranty of Legal Authority

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to do the acts required of it hereunder. If any party is found to lack the authority to do the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

23. Entire Agreement

This document embodies the entire terms and conditions of the Agreement described herein. This Agreement may be executed in three (3) counterparts, each of which shall constitute an original.

24. Effective Date

This Agreement shall become effective as provided in section 15 hereof.

CITY OF DUBLIN

Dated: _____

_____
Mayor

Approved as to form:

_____
City Attorney

COUNTY OF ALAMEDA

Dated: MAY 04 1993

Edward R. Campbell
_____
Chairman of the Board

Approved as to form:

_____
County Counsel

COUNTY OF ALAMEDA
SURPLUS PROPERTY AUTHORITY

MAY 04 1993

SURPLUS PROPERTY AUTHORITY

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on MAY 04 1993; and that a copy has been delivered to the President as provided by Government Code Section 25103.

Dated: MAY 04 1993

_____
WILLIAM MEHRWEIN, Clerk, Board of Supervisors
County of Alameda, State of California.

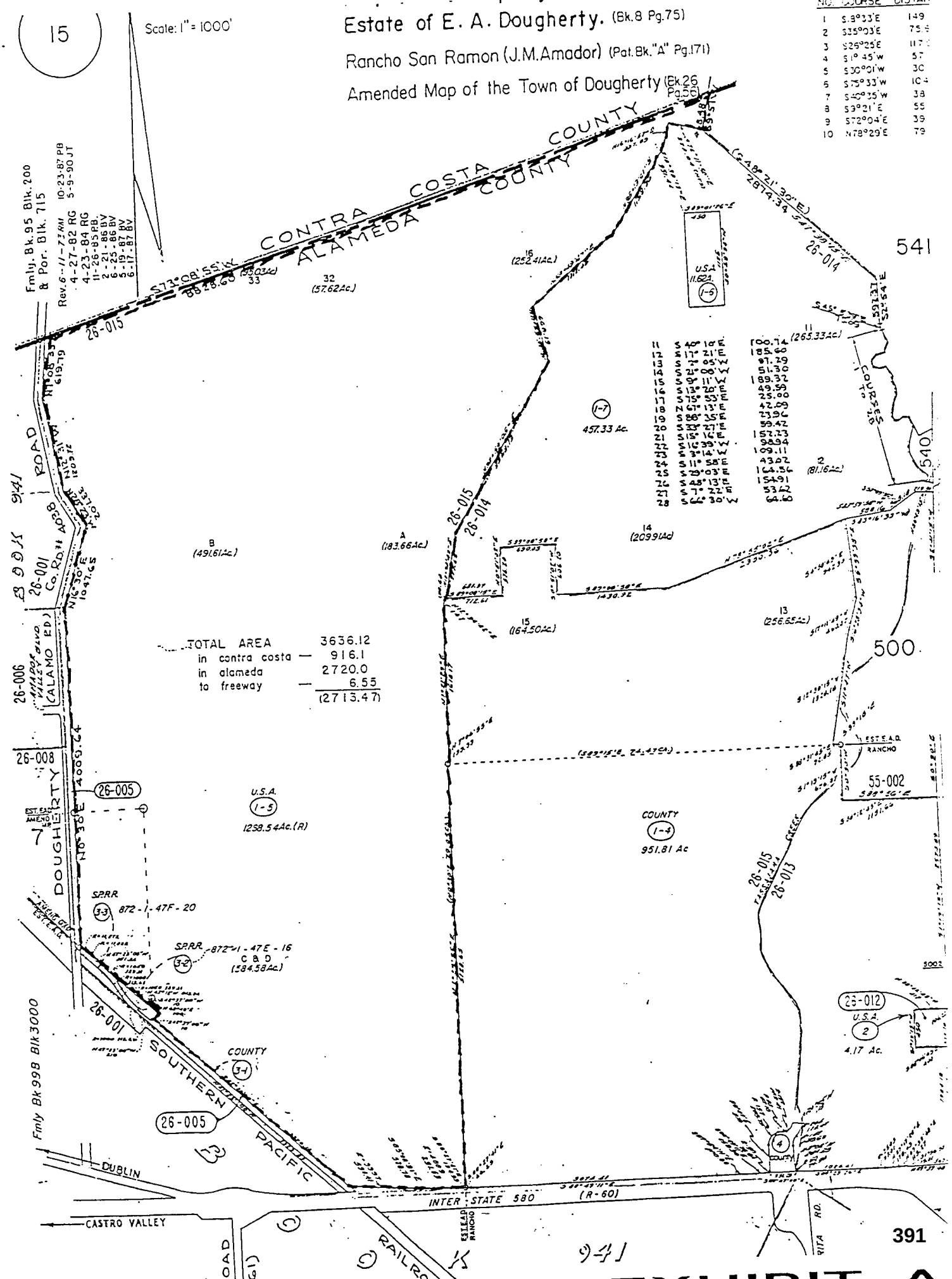
By _____
Deputy

By: _____
Deputy

LIST OF EXHIBITS

Exhibit A	Legal Description -- CAMP PARKS PROPERTY
Exhibit B	Legal Description -- COUNTY GOVERNMENT PROPERTY
Exhibit C	Legal Description -- COUNTY SHERIFF PROPERTY
Exhibit D	Legal Description -- EASTERN DUBLIN
Exhibit E	Legal Description -- SANTA RITA PROPERTY
Exhibit F	Legal Description -- TASSAJARA PARK PROPERTY
Exhibit G	Annual Statement of Property Tax Reductions for Year Ending June 30, 19xx
Exhibit H	Letter of agreement between CITY and COUNTY, dated March 11, 1991
Exhibit I	Proposed Eastern Dublin General Plan Amendment And Specific Plan Land Use Summary by General Plan Use Designation For Santa Rita Property

CAMP PARKS PROPERTY

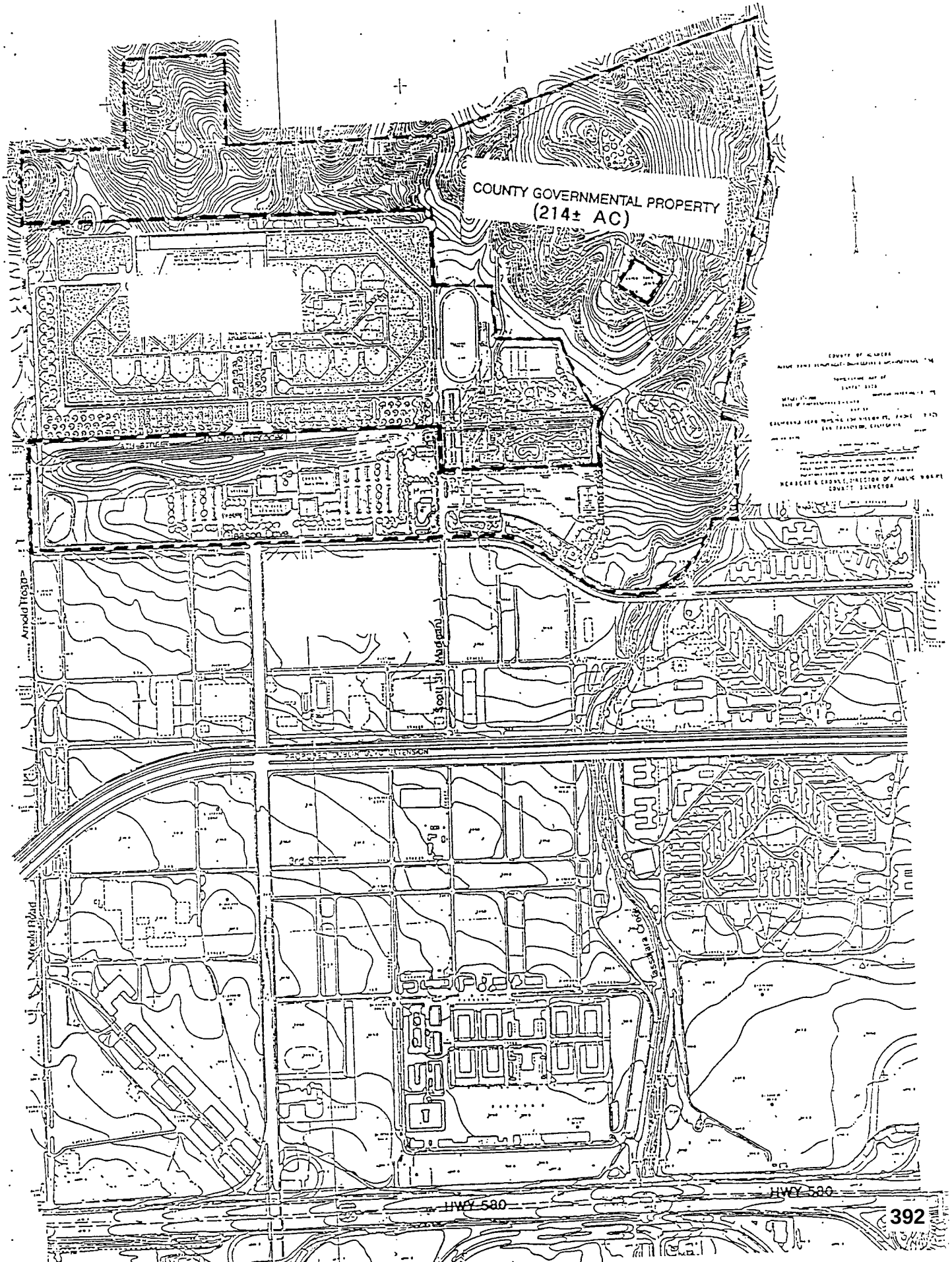


NO.	COURSE	DISTAN
1	S.8°33'E	149
2	S35°03'E	75.9
3	S26°25'E	117.0
4	S1° 45'W	57
5	S30°01'W	30
6	S75°33'W	104
7	S40°35'W	38
8	S3°21'E	55
9	S72°04'E	39
10	N78°29'E	79

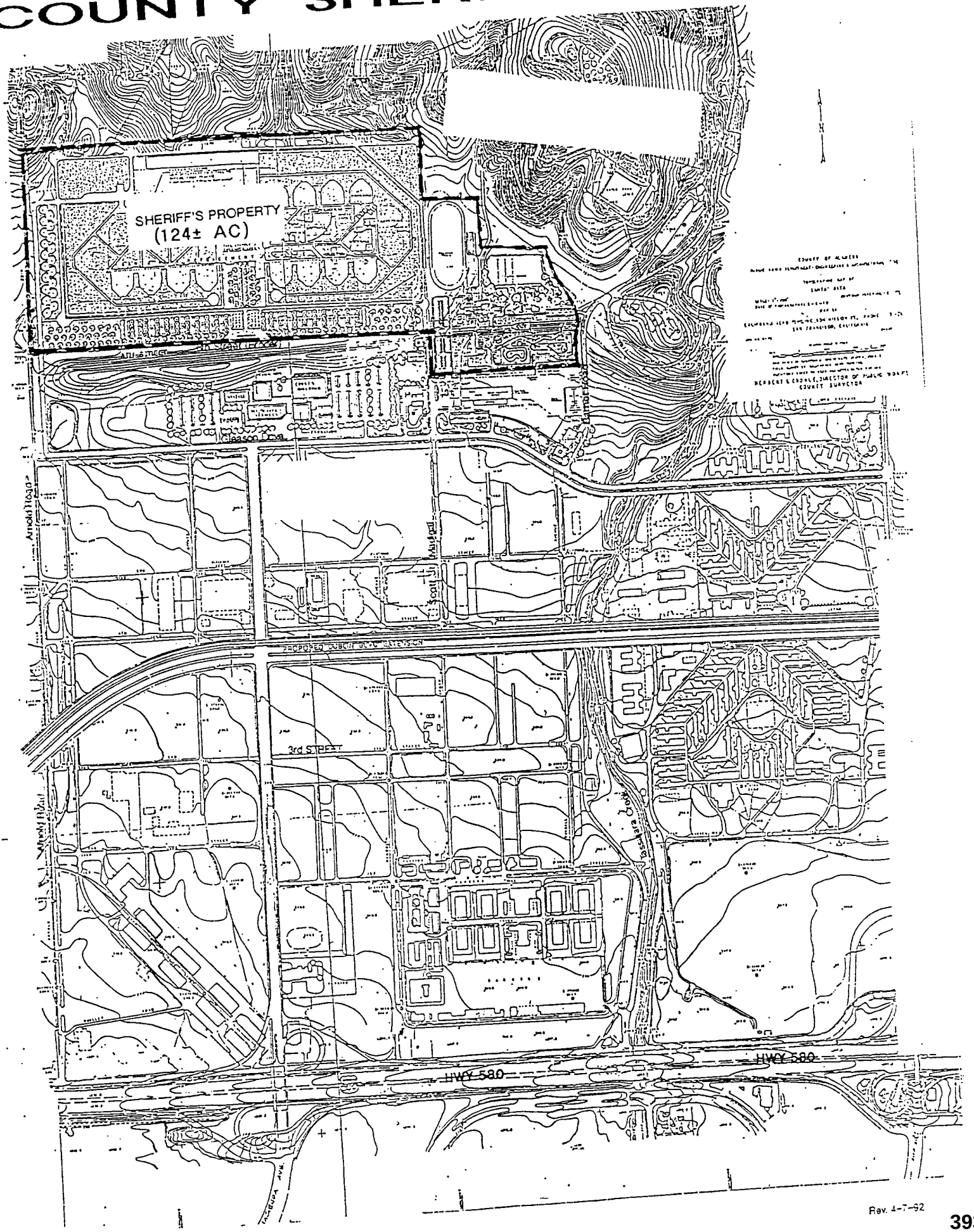
11	S 40° 10'E	100.74
12	S 17° 21'E	185.60
13	S 7° 05'W	97.29
14	S 21° 00'W	51.30
15	S 9° 11'W	189.32
16	S 13° 20'E	49.59
17	S 75° 53'E	25.00
18	N 67° 13'E	42.09
19	S 88° 35'E	23.96
20	S 33° 27'E	59.42
21	S 15° 14'E	157.23
22	S 16° 39'W	98.94
23	S 3° 14'W	109.11
24	S 11° 58'E	43.02
25	S 29° 03'E	164.36
26	S 48° 13'E	154.91
27	S 7° 22'E	53.42
28	S 66° 30'W	64.60

EXHIBIT A

COUNTY GOVERNMENTAL PROPERTY



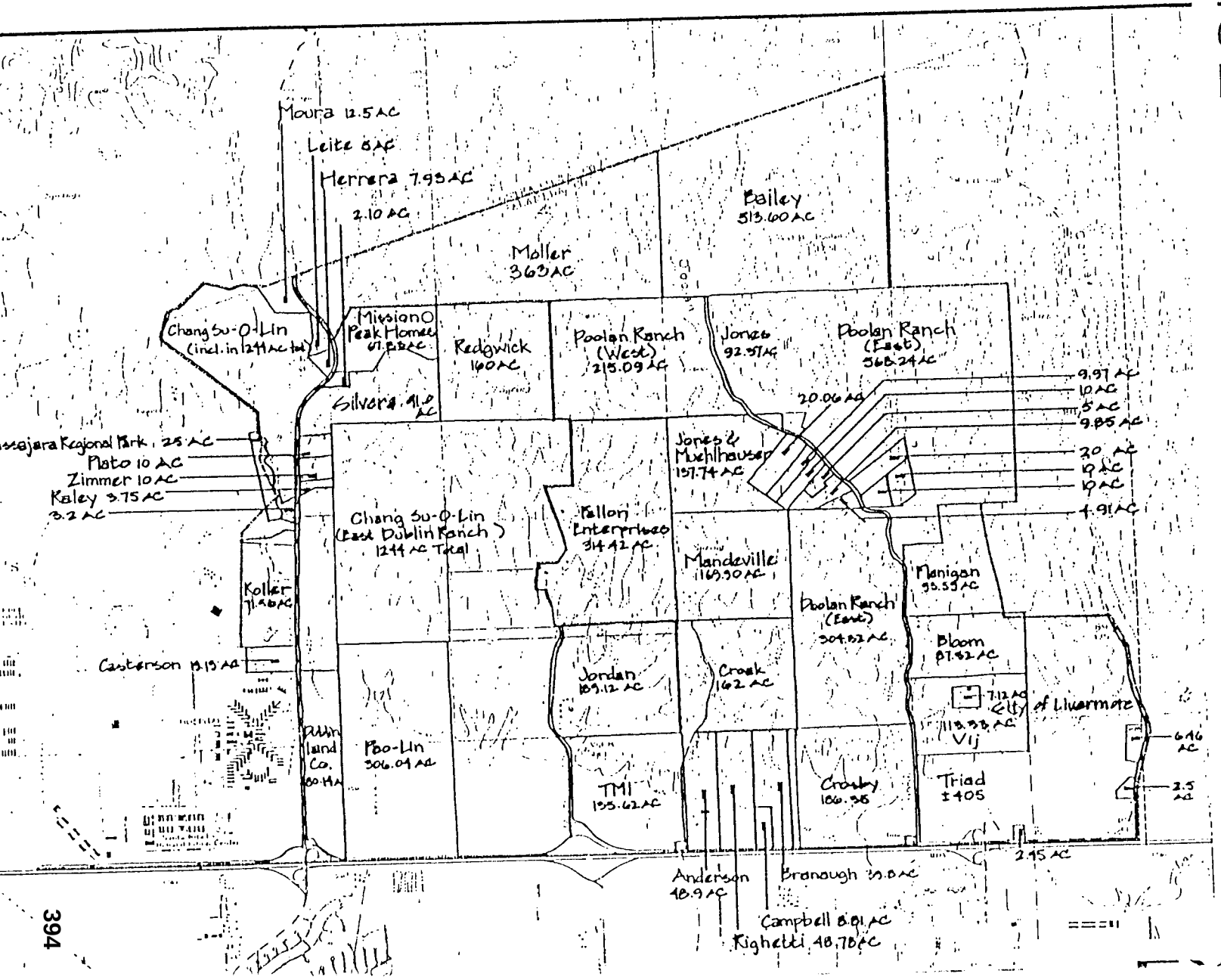
COUNTY SHERIFF PROPERTY



Rev. 4-7-92

EXHIBIT C

EAST[illegible]N D[illegible]BLIN



Ownership Patterns

Legend

General Plan Amendment Study Area

1991

EASTERN DUBLIN

Wallace Roberts & Todd
Urban and Environmental Planners
121 Second Street, 7th Floor
San Francisco, CA 94105
(415) 541-0830

Figure 9

PROPERTY

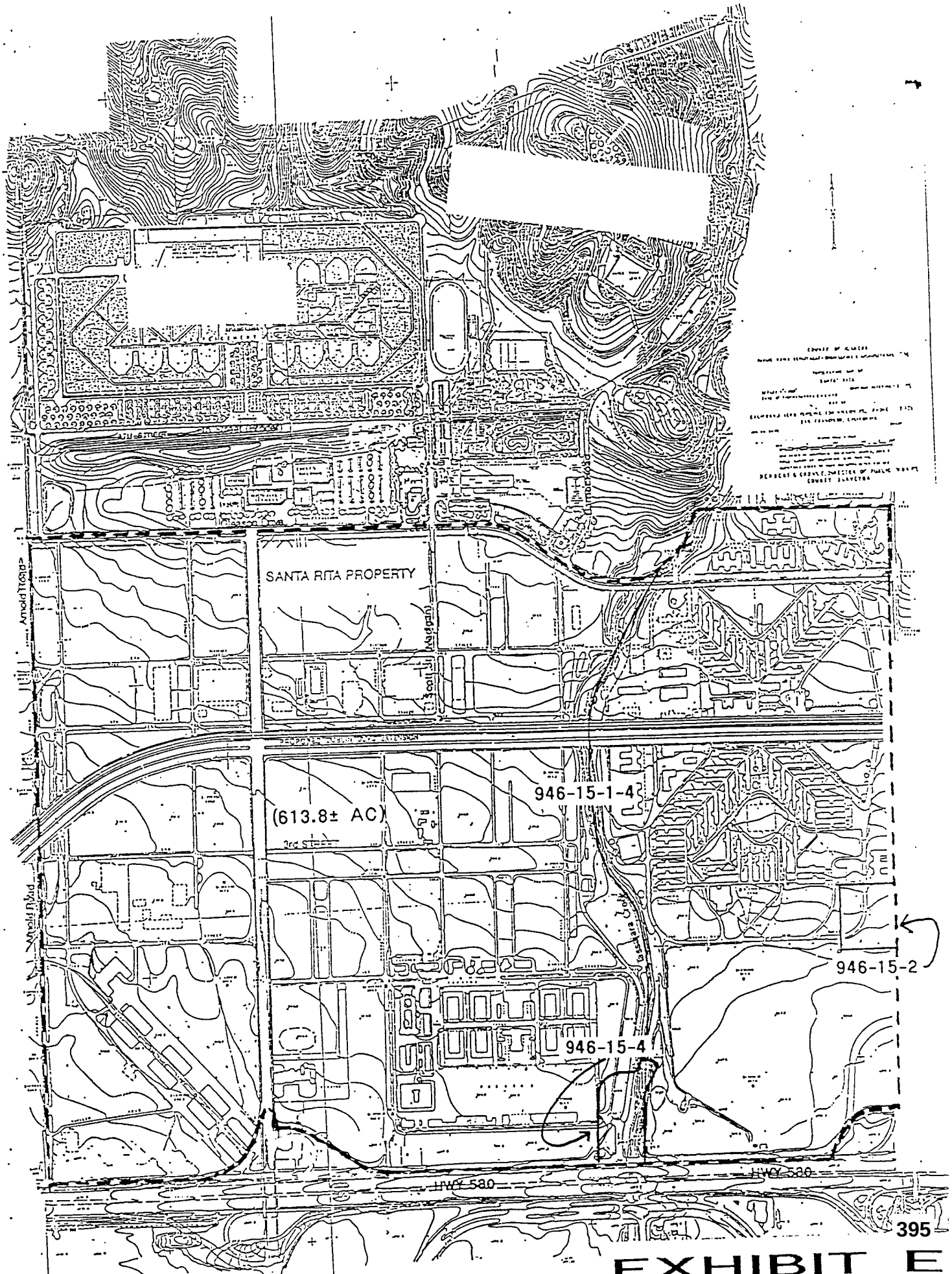
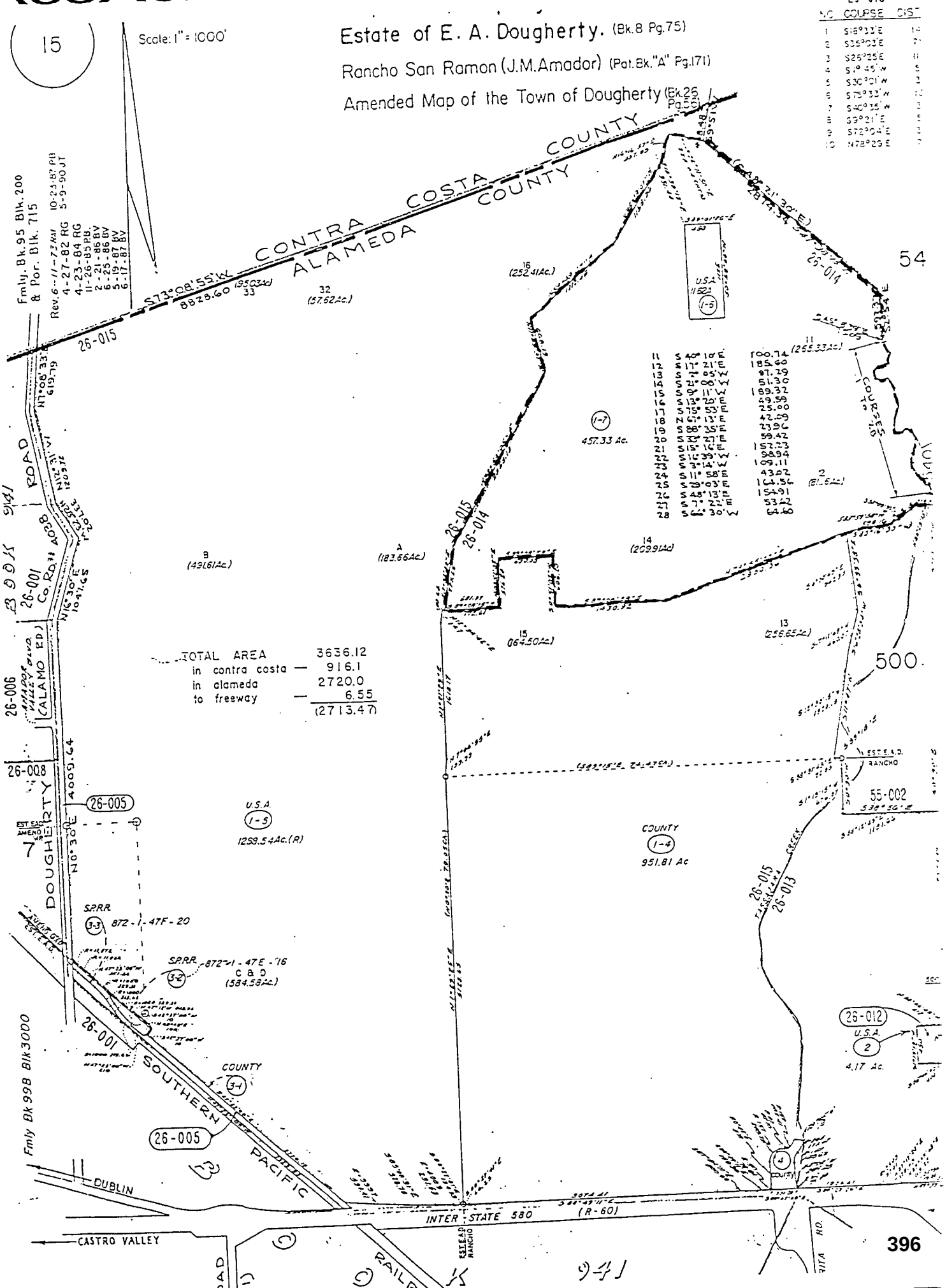


EXHIBIT E

TASSAJARA PARK PROPERTY



CITY OF DUBLIN

ANNUAL STATEMENT OF PROPERTY
TAX REDUCTIONS FOR
YEAR ENDING JUNE 30, 19xx

	PROPERTY TAX REVENUES	
TAX ROLL	SANTA RITA PROPERTY	COUNTY SHERIFF AND GOVERNMENTAL PROPERTY
Current Secured	$50,000	$25,000
Current Unsecured	5,000	3,000
Supplemental Assessment	6,000	2,000
Prior Secured	4,000	1,000
Prior Unsecured	1,000	1,000
Prior Supplemental Assmt.	1,000	1,000
TOTAL	$67,000	$33,000
		67,000
OVERALL TOTAL		$100,000
LESS 35% SALES TAX REVENUE		200,000
CARRY-FORWARD		$100,000

NOTE: Tax Revenue reduced $100,000 and $100,000 carry-forward to subsequent year reduction.

ANNUSTATLUM

EXHIBIT G

CITY OF DUBLIN

PO Box 2340 Dublin California 94568 • City Offices. 100 Civic Plaza. Dublin. California 94568

March 11, 1991

MAR 15 10 52 AM '91
ADMINISTRATOR'S OFFICE
COUNTY

Mary King, President
Board of Supervisors
Alameda County
1221 Oak Street, Room 536
Oakland, CA 94612

RE: Letter of Agreement regarding Annexation Agreement Provision of Fire Services

Honorable President King and Members of the Board:

The City of Dublin and the County of Alameda are parties to an agreement entitled "An Agreement Between the County of Alameda and the City of Dublin regarding Camp Parks, Tassajara Park and Santa Rita Properties," which was signed by the City and County in 1986, and is commonly referred to as the "Annexation Agreement." Paragraph 5(c) of the Annexation Agreement provides that the County will remit to the City an amount equal to the City's costs for providing services to the Santa Rita property (described in Exhibit C to the Annexation Agreement), as such costs are determined pursuant to the formulae set forth in Exhibit F to the Annexation Agreement. Paragraph 5(f) of the Annexation Agreement then provides that if the cost of services will exceed 50% of the revenue attributable to the Santa Rita property, the City and the County shall reach agreement regarding the funding of the services which exceed 50% of the revenues.

The purpose of this letter is to set forth our agreement, pursuant to the provisions of paragraph 5(f) of the Annexation Agreement, regarding the County's obligation to reimburse the City for the cost of providing fire services to the Santa Rita property. In particular, this letter of agreement relates only to the method of reimbursement for the provision of fire services to the County's Santa Rita Jail (the new Santa Rita Jail) and other public facilities located on the Santa Rita property, as described in the Annexation Agreement. This letter of agreement does not alter the existing method of calculating the cost of reimbursement to the City for fire services as set forth in the "Illustrative Worksheet for Calculating Fire Service Costs," which is part of Exhibit F to the Annexation Agreement, for non-public buildings and structures which may be constructed on the Santa Rita property in the future.

EXHIBIT F

Administration (415) 833-6650 • City Council (415) 833-6605 • Finance (415) 833-6640 • Building Inspection (415) 833-6620
Code Enforcement (415) 833-6620 • Engineering (415) 833-6630 • Planning (415) 833-6610

By this letter of agreement, the City and County agree as follows:

A. City's costs for providing fire services (as defined in Exhibit 1) to the Santa Rita Jail facility, commencing July 1, 1989, shall be not less than $55,200 per Fiscal Year, commencing with the Fiscal Year beginning July 1, 1989, provided that should the number of calls to the Santa Rita Jail exceed 22 calls in any Fiscal Year beginning with Fiscal Year 1990-91, the City's costs for providing fire services for that year and subsequent years shall be $55,200, plus the "actual costs" per call in excess of 22 calls calculated as shown on Exhibit 2 hereto.

B. City's costs for providing fire services on the remainder of the Santa Rita property, as described in Exhibit C to the Annexation Agreement and more particularly shown on Exhibit 3 hereto, shall be the "actual cost" per call per Fiscal Year, and calculated as shown in Exhibit 2. This method of calculating the City's costs for fire services on the remainder of the Santa Rita property shall not be applicable upon completion of construction of, and assignment of an assessed valuation to, any non-public building on the Santa Rita property. The cost of fire services for non-public building shall be calculated as set forth in Exhibit F to the Annexation Agreement.

The City, through the Dougherty Regional Fire Authority, will commence providing fire services to the remainder of the Santa Rita property on January 1, 1991.

C. As used above, "actual cost" shall mean the average cost per call for each Fiscal Year of the Dougherty Regional Fire Authority (a joint powers agency through which City provides fire services), its successor in interest or the City of Dublin if it directly provides fire services. "Actual Cost" shall be calculated in the manner set forth in Exhibit 2, which is attached hereto and incorporated herein.

D. City's costs for providing fire services, as set forth above in paragraphs A & B, determine the amount County will remit to City pursuant to paragraph 5(c) of the Annexation Agreement.

E. In accordance with the Annexation Agreement, City shall invoice County quarterly for fire services. County will pay 25 percent of the base contract cost ($55,200) for each of the first three quarters of the Fiscal Year. City will invoice County for the fourth quarter for the balance owed the City as calculated in accordance with Exhibit 2. County shall pay City within 30 days of receiving an invoice.

Approved as to Form
ELIZABETH SILVER, City Attorney

By: Elizabeth H. Silver

Attest: Kay Keck, City Clerk

Approved as to Form
KELVIN H. BOOTY, JR., County Counsel

By: JKP

Attest: [illegible]

CITY OF DUBLIN

By: Peter W. Snyder
Peter W. Snyder, Mayor

COUNTY OF ALAMEDA

By: Mary King
Mary King, President

FIRE SERVICES

The following definition of Fire Services is for use in the proposed Alameda County Agreement.

Fire Services - For the purpose of this contract, Fire Services (or Fire Suppression Services), shall be defined as Fire Authority response to the following types of incidents:

1. Any type of fire
2. Hazardous Materials incidents.
3. Fire, smoke, or water flow alarms
4. Vehicle accidents
5. Extrications
6. Rescues
7. Medical aids
8. Smoke/odor investigations
9. Arcing electrical wires and equipment
10. Gas leaks
11. Hazardous conditions

Fire Prevention inspection activities at the Santa Rita Jail are <u>not</u> included in the above definition.

EXHIBIT 1

5687c

CITY OF DUBLIN

FIRE SERVICE COST WORKSHEET FOR SANTA RITA JAIL
AND SANTA RITA PUBLIC PROPERTY

A.	Fiscal Year	_____
B.	Annual Fire Authority Operating Costs	_____
C.	Total Calls (Fiscal Year)	_____
D.	Cost per Call (B/C)	_____
E.	Calls to Santa Rita Jail	_____
F.	Excess Calls (E - 22, if less than 0, enter 0)	_____
G.	Excess Call Costs (D x F)	_____
H.	Calls on Santa Rita Property (excluding Santa Rita Jail)	_____
I.	Cost of Calls on Santa Rita Property (D x H)	_____
J.	Base Year Agreement	$ 55,200
K.	Cost of Providing Fire Service to County Property (G + I + J)	_____

EXHIBIT 2

5687c

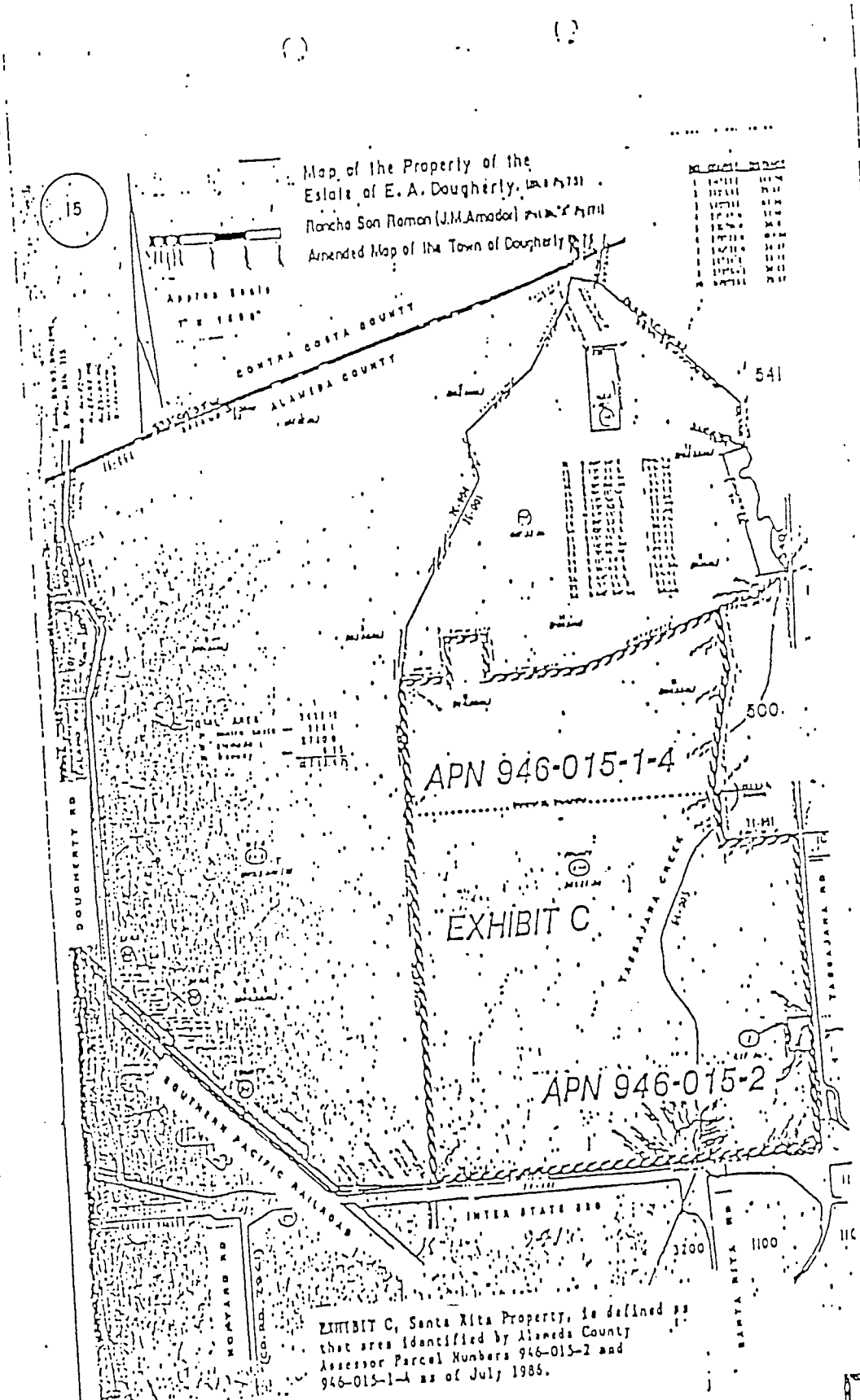


EXHIBIT C, Santa Rita Property, is defined as that area identified by Alameda County Assessor Parcel Numbers 946-015-2 and 946-015-1-4 as of July 1986.

EXHIBIT

PROPOSED

EASTERN DUBLIN GENERAL PLAN AMENDMENT AND SPECIFIC PLAN LAND USE SUMMARY BY GENERAL PLAN LAND USE DESIGNATION FOR SANTA RITA PROPERTY

Land Use Designation	Santa Rita Property	
	Gross Acres	Units
COMMERCIAL		
General	103.0	1.217 msf
Neighborhood	18.0	.235 msf
Campus Office	135.8	2.924 msf
Hotel	5.0	.120 msf
Industrial Park	53.4	.651 msf
Public/Semi-Public	0.0	0.000 msf
SUBTOTAL	315.2	5.147 msf
RESIDENTIAL		
High	36.3	1,271 5du
Med. High	39.5	790 du
Medium	64.2	642 du
Low	67.2	269 du
Rural	0.0	0 du
SUBTOTAL	207.2	2,972 du
PARKS AND OPEN SPACE		
City Park	56.3	1 park
Community Park	0.0	0 parks
Neighborhood Park	0.0	0 parks
Neighborhood Sq.	0.0	0 parks
Open Space	24.6	--
SUBTOTAL	80.9	1 park
SCHOOLS		
Elementary	10.5	1 school
Jr. High	0.0	0 schools
High	0.0	0 schools
SUBTOTAL	10.5	1 school
TOTAL LAND AREA:	613.8	

June 15, 1992

114\agree\annex.rl

EXHIBIT 403

PROPOSED

EASTERN DUBLIN GENERAL PLAN AMENDMENT AND SPECIFIC PLAN LAND USE SUMMARY BY GENERAL PLAN LAND USE DESIGNATION FOR SANTA RITA PROPERTY

Land Use Designation	Santa Rita Property	
	Gross Acres	Units
COMMERCIAL		
General	103.0	1.217 msf
Neighborhood	18.0	.235 msf
Campus Office	135.8	2.924 msf
Hotel	5.0	.120 msf
Industrial Park	53.4	.651 msf
Public/Semi-Public	0.0	0.000 msf
SUBTOTAL	315.2	5.147 msf
RESIDENTIAL		
High	36.3	1,271 5du
Med. High	39.5	790 du
Medium	64.2	642 du
Low	67.2	269 du
Rural	0.0	0 du
SUBTOTAL	207.2	2,972 du
PARKS AND OPEN SPACE		
City Park	56.3	1 park
Community Park	0.0	0 parks
Neighborhood Park	0.0	0 parks
Neighborhood Sq.	0.0	0 parks
Open Space	24.6	--
SUBTOTAL	80.9	1 park
SCHOOLS		
Elementary	10.5	1 school
Jr. High	0.0	0 schools
High	0.0	0 schools
SUBTOTAL	10.5	1 school
TOTAL LAND AREA:	613.8	

EXHIBIT I

RESOLUTION NO. 42 - 05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

* *

CERTIFYING A SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT AND ADOPTING MITIGATION FINDINGS, FINDINGS REGARDING ALTERNATIVES, A STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE DUBLIN RANCH WEST PROJECT PA 02-028

WHEREAS, James Tong submitted applications for future development of approximately 1,064 residences, a Neighborhood Park, and Open Space on an approximately 184 acre site located on the west side of Tassajara Road, east of Parks RFTA, south of the Alameda/Contra Costa county line, and north of the existing city limit line. The submittal includes applications to annex three properties totaling approximately 189 acres to the City of Dublin and to DSRSD; to amend the General Plan and Eastern Dublin Specific Plan to replace a 9.7 acre school site with Medium High Density Residential, to replace a Neighborhood Commercial designation with Open Space, to prezone the site to PD-Planned Development and adopt a related Stage 1 Development Plan. The applications are collectively known as the "Project"; and

WHEREAS, the Project site contains three properties, the 184 acre Dublin Ranch West site, previously known as Wallis Ranch; the 1.6 acre Bragg parcel; and the 3.2 acre Sperfslage parcel; and

WHEREAS, the project site is in Eastern Dublin for which the City adopted the Eastern Dublin General Plan Amendment and Specific Plan to provide a comprehensive planning framework for future development of the area. In connection with this approval, the City certified a program EIR pursuant to CEQA Guidelines section 15168 (SCH: 91103064, Resolution 51-93, and Addendum dated August 22, 1994, hereafter "Eastern Dublin EIR" or "program EIR") that is available for review in the Planning Department and is incorporated herein by reference. The program EIR was integral to the planning process and examined the direct and indirect effects, cumulative impacts, broad policy alternatives, and areawide mitigation measures for developing Eastern Dublin; and

WHEREAS, the Eastern Dublin EIR identified potentially significant environmental impacts and related mitigation measures, which the City adopted together with mitigation findings and a Mitigation Monitoring Program (Resolution 53-93), which mitigation measures and monitoring program continue to apply to development in Eastern Dublin including the Dublin Ranch West Project; and

WHEREAS, the Eastern Dublin EIR also identified potentially significant environmental impacts that could not be avoided by mitigation and for which the City adopted a Statement of Overriding Considerations pursuant to CEQA; and

WHEREAS, the City prepared an Initial Study for the Dublin Ranch West Project consistent with CEQA Guidelines sections 15162 and 15163 and determined that a supplement to the Eastern Dublin EIR was required in order to analyze substantial changes in circumstances and new information that could result in new or potentially more severe significant impacts than identified in the Eastern Dublin EIR; and

WHEREAS, a Notice of Preparation dated February 14, 2003 was circulated with the Initial Study to public agencies and interested parties for consultation on the scope of the supplemental EIR; and

WHEREAS, based on the Initial Study and responses to the Notice of Preparation, the City prepared a Draft Supplemental EIR dated November 2004 (SCH No. 2003022082) which reflected the independent judgment of the City as to the potential environmental effects of the Project. The Draft Supplemental EIR was circulated for the required 45 day public review period, from November 19, 2004 to January 3, 2005; and

WHEREAS, the City received five comment letters on the project during the public review period and two letters after the public review period. The City prepared a Final Supplemental EIR dated February 2005 containing written responses to all comments received during the public review period, and to the comment letters received after the public review period, which responses provide the City's good faith, reasoned analysis of the environmental issues raised by the comments; and

WHEREAS, the Planning Commission reviewed a staff report, the Draft and Final Supplemental EIRs, and all written and oral testimony submitted to them, at a noticed public hearing on February 22, 2005 at which time all interested parties had the opportunity to be heard; and

WHEREAS, following the public hearing, and based on the record before it, the Planning Commission adopted Resolution 05-18 (incorporated herein by reference) recommending certification of the Supplemental EIR with revision to Response 3.2 in the Final SEIR document; and

WHEREAS, the City Council considered the Planning Commission recommendation, a City Council staff report analyzing the EIR and the Project (incorporated herein by reference), the Draft and Final Supplemental EIRs, and all written and oral testimony, at a noticed public hearing on March 15, 2005, at which time all interested parties had the opportunity to be heard; and

WHEREAS, the Draft and Final Supplemental EIRs reflect the City's independent judgment and analysis on the potential for environmental impacts, and constitute the Supplemental Environmental Impact Report for the Dublin Ranch West Project; and

WHEREAS, the Project would have significant effects on the environment, most of which can be substantially reduced through mitigation measures; therefore, approval of the Project must include mitigation findings as set forth in attached Exhibit A; and

WHEREAS, some of the significant effects cannot be lessened to a level of less than significant; therefore, approval of the Project must include findings regarding alternatives as set forth in attached Exhibit B, and must include a Statement of Overriding Considerations as set forth in attached Exhibit C; and

WHEREAS, a Mitigation Monitoring Plan, as required by CEQA, is contained in attached Exhibit D; and

WHEREAS, the Draft and Final Supplemental EIRs are separately bound documents, incorporated herein by reference, and are available for review in the City planning department, file PA 02-028. The custodian of the documents and other materials which constitute the record of proceedings for the Dublin Ranch West project is the City of Dublin Community Development Department, 100 Civic Plaza, Dublin CA 94568, attn: Mike Porto.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this resolution.

BE IT FURTHER RESOLVED that the Dublin City Council certifies the following.

A. The written response to comment 3.2 in the Final Supplemental Environmental Report document is hereby revised upon the recommendation of the Planning Commission to read as follows.

Revised Response: Based upon discussions between the East Bay Regional Park District staff, City of Dublin staff and the applicant for development of the Dublin Ranch West project, it was understood that the Park District supported a change to show the Regional Trail along the Tassajara Creek corridor, which would be consistent with the 1993 Eastern Dublin Specific Plan. Mitigation Measure 3.3/16.0 contained in the 1993 Eastern Dublin EIR requires the provision of a Class I paved bicycle and pedestrian path parallel to Tassajara Creek.

The Park District presently controls an easement for a future trail linking the area south of the Dublin Ranch West project area with Mount Diablo to the north. The existing easement traverses moderate to steep topography on land owned by Parks RFTA and is not located on the Dublin Ranch West project site.

The Stage 1 Development Plan for the Dublin Ranch West project (reference DSEIR Exhibit 11) indicates that recreational trails are proposed generally parallel to and on both sides of Tassajara Creek. The project developer has indicated a willingness to ensure that either one of the proposed trails would be designed to be consistent with East Pay Regional Park District trail standards and could be connected to existing Park District trails. In addition, the Development Plan includes proposed trail linkages to the existing Park District trail easement to the west.

In any event, the proposed Dublin Ranch West project does not change the existing Park District regional trail location off of the project site. The Stage 1 Development Plan for the Dublin Ranch West project offers a greater degree of flexibility to the District to provide an alternative location for the proposed regional trail adjacent and parallel to Tassajara Creek. Trail locations adjacent to Tassajara Creek could also be more conducive to visitor use, since topography adjacent to the Creek is flatter.

The City of Dublin believes the 1993 Eastern Dublin EIR adequately addressed the potential impacts of future trails adjacent to Tassajara Creek as shown in Eastern Dublin Specific Plan. The City has not identified any specific impacts with the requested land use change that would replace existing open space uses with Low Density Residential uses further to the west on the Dublin Ranch West property.

B. The Supplemental Environmental Impact Report for the Project has been completed in compliance with CEQA, the CEQA Guidelines and the City of Dublin Environmental Guidelines.

C. The Supplemental Environmental Impact Report and the Eastern Dublin EIR were presented to the City Council who reviewed and considered the information contained therein prior to approving the Project.

D. The Supplemental Environmental Impact Report reflects the City's independent judgment and analysis on the potential for environmental effects of the Dublin Ranch West Project.

BE IT FURTHER RESOLVED that the Dublin City Council adopts the mitigation findings set forth in Exhibit A, the findings regarding alternatives set forth in Exhibit B, the Statement of Overriding Considerations set forth in Exhibit C, and the Mitigation Monitoring Program set forth in Exhibit D, which exhibits A, B, C and D are incorporated herein by reference.

PASSED, APPROVED, AND ADOPTED this 15th day of March, 2005 by the following vote:

AYES: **Councilmembers Hildenbrand, McCormick, Oravetz and Mayor Lockhart**

NOES: **None**

ABSENT: **Councilmember Zika**

ABSTAIN: **None**

Janet Lockhart
Mayor

ATTEST:
Kay Keck
City Clerk

K²/G/3-15-05/reso 42-05 EIR Dublin Ranch West (Item 6.3)

G:\PA#\2002\02-028 Dublin Ranch West\City Council\Reso EIR Cert.DOC

EXHIBIT A

FINDINGS CONCERNING SIGNIFICANT IMPACTS AND MITIGATION MEASURES

Pursuant to Public Resources Code section 21081 and CEQA Guidelines sections 15091 and 15163(e), the City Council hereby makes the following findings with respect to the potential for significant supplemental environmental impacts from the Dublin Ranch West project and means for mitigating those impacts. Many of the impacts and mitigation measures in the following findings are summarized rather than set forth in full. The text of the Draft and Final Supplemental EIRs (SEIRs) should be consulted for a complete description of the impacts and mitigations. Findings pursuant to section 21081(c) relating to Project alternatives are made in Exhibit B.

Supplemental Impact AQ-1: Construction activities would have the potential to cause nuisance related to the emission of dust and PM1O. (DSEIR p. 43.)

SM-AQ-1. In addition to Mitigation Measure MM 3.11/1.0 in the Eastern Dublin EIR, require construction contractors to water or cover construction materials; to sweep daily all paved access roads, parking and staging areas; to install sandbags or other erosion control measures. (DSEIR p. 43).

Finding. Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant supplemental effect identified in the SEIR.

Rationale for Finding. The additional construction controls will ensure that dust and silt are prevented from blowing or running offsite.

Supplemental Impacts AQ-2, AQ-3; Project Emission increase that would exceed the BAAQMD significance thresholds for ozone precursors on project and cumulative levels. (DSEIR pp. 44-45.)

SM-AQ-2. In addition to Mitigation Measures MM 3.11/5.0-11.0 in the Eastern Dublin EIR, require coordination with LAVTA for eventual extension of transit service; provide bicycle land, paths, sidewalks, connected to community-wide network; consider shuttle service to regional transit system; consider providing satellite telecommute center; provide interconnected street network. (DSEIR pp. 44-45.)

Finding. Changes or alterations have been required in, or incorporated into the Project. However, even with these changes, the impact will not be avoided or substantially lessened. Specific economic, legal, social, technological, or other considerations make infeasible the project alternatives identified in the final SEIR; therefore, a Statement of Overriding Considerations must be adopted upon approval of the Project.

Rationale for Finding. The Eastern Dublin mitigations and the supplemental mitigation will reduce the emissions generated by the project by providing transit and other facilities for alternatives to automobile use, but not by the 30% necessary to be below BAAQMD thresholds.

Supplemental Impact BIO-1: Impacts to California tiger salamander. (DSEIR pp. 63-64.)

SM BIO-1. Prepare a CTS management plan prior to project construction activities that shall include installation of a herpetological fence around the entire development footprint, a maintenance schedule for the fencing, and a salvage plan for adequately relocating CTS individuals into permanently preserved suitable aestivation habitat. (FSEIR p. 3.)

SM BIO-2. Install a herpetological fence around the entire development footprint following construction activities to prevent movement of CTS into the development area. (FSEIR pp. 3-4.)

SM BIO-4. Acquire and preserve suitable CTS aestivation habitat at a 1:1 ratio and construct a breeding pond, or other as required by USFWS or CDFG. (FSEIR p. 4.)

SM BIO-5. Prepare an Open Space Management Plan for preserved upland habitats, private open space and off-site preserved replacement habitat prior to construction activities. The Plan shall include strategies for grassland habitat management, shall address management of habitat for other special status species and shall include protection measures and habitat monitoring and reporting. (DSEIR p. 65.)

SM BIO-6. A qualified biologist shall monitor construction activities and may suspend such activities to ensure protective measures are properly implemented and maintained. (DSEIR p. 65.)

SM BIO-7. During initial ground disturbing activities, provide construction employees with educational training program on sensitive species identification and habitat, and project mitigation measures. (FSEIR p. 4.)

Finding. Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant supplemental effect identified in the SEIR.

Rationale for Finding. The mitigation measures provide a comprehensive program for avoiding harm to CTS by safely relocating individuals and preventing their return to the construction and development area, by providing and managing adequate preserved and replacement habitat on- and off-site, and by providing qualified biologist monitoring and education during construction so that the species will be identified and the protective measures implemented.

Supplemental Impact BIO-2. Impacts to California red-legged frog. (DSEIR p. 66.)

SM-BIO-2, 5, 6, 7. As described above

SM-BIO-8. Acquire and preserve suitable CRLF upland habitat at a 1.5:1 ratio. (DSEIR pp. 66-67.)

SM-BIO-9. Prior to construction of bridges, map CRLF breeding habitat, construction and laydown areas, and temporary fill areas in Tassajara Creek; conduct preconstruction surveys and move/relocate any CRLF or CTS as authorized by a biological opinion or other appropriate permit; fence construction areas to prevent CRLF and CTS movement in these areas, and confine construction activities to the fenced areas. (FSEIR pp. 4-5 re: (a), DSEIR p. 67 re: (b).)

SM-BIO-10. Grading activities should occur during dry season as practicable. (DSEIR p. 67.)

Finding. Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant supplemental effect identified in the SEIR.

Rationale for Finding. The mitigation measures provide a comprehensive program for avoiding harm to CRLF by identifying any individuals in construction areas; safely relocating them and preventing their return to the construction and development area; and providing qualified biologist monitoring during construction so that the species will be identified and the protective measures implemented.

Supplemental Impact BIO-3. Impacts to breeding birds. (DSEIR pp. 67-68.)

SM-BIO-5, 6, 7. As described above.

SM-BIO-11. Conduct special status breeding bird surveys prior to any tree removal or ground disturbance, and prohibit construction activities within specified buffers until young birds have fledged and/or moved out of the nest. (FSEIR p. 5.)

SM-BIO-12. Conduct vegetation and tree removal outside of breeding period as much as practicable. (DSEIR p. 68.)

Finding. Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant supplemental effect identified in the SEIR.

Rationale for Finding. The mitigation measures provide surveys and construction buffers to ensure that breeding birds will not be harmed by construction activity.

Supplemental Impact BIO-4. Impacts to bat species. (DSEIR p. 68.)

SM-BIO-5, 6, 7. As described above

SM-BIO-13. Survey potential roosting habitat prior to any disturbance and exclude bats from those locations prior to habitat removal. (DSEIR p. 69.)

Finding. Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant supplemental effect identified in the SEIR.

Rationale for Finding. The mitigation measures provide surveys and species exclusion to ensure that roosts are not destroyed when being used by roosting special status bats.

Supplemental Impact BIO-5. Impacts to Burrowing Owl. (DSEIR p. 69.)

SM-BIO-5, 6, 7. As described above.

SM-BIO- 14. Conduct pre-construction surveys; remove burrows if outside nesting season; maintain buffers around occupied burrows, and around active nesting sites; provide replacement burrows at a 2:1 ratio; provide replacement habitat at a minimum of 6.5 acres of habitat per pair or

unpaired resident owl; prepare burrow and habitat creation, maintenance, reporting and monitoring plan. (DSEIR pp. 69-70.)

Finding. Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant supplemental effect identified in the SEIR.

Rationale for Finding. The mitigation measures avoid direct loss of or harm to individual owls by providing construction buffers around occupied habitat or nests. The mitigations provide permanently protected replacement habitat for habitat that is lost through development of the project.

Supplemental Impact BIO-6. Loss of Congdon's Tarplant. (FSEIR p. 5.)

SM-BIO-5, 6, 7. As described above.

SM-BIO-15. Establish and manage 0.63 acres of habitat in the Tassajara Creek Management Zone for Congdon's tarplant and implement specified mitigation and monitoring plan, including secure funding source for implementation and long term maintenance. (FSEIR pp. 5-6.)

Finding. Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant supplemental effect identified in the SEIR.

Rationale for Finding. The mitigation measures provide permanently protected replacement habitat for lost tarplant.

Supplemental Impact BIO-7. Loss of riparian vegetation. (DSEIR p. 71.)

SM-BIO-5, 6. As described above.

SM-BIO-16. Replace removed habitat at a 3:1 ratio, or restore damaged riparian habitat. Develop and implement a Riparian Habitat Mitigation and Monitoring Plan to fully compensate for impacts to riparian habitat, including any Heritage Trees. The Plan shall include mitigation design and planting, maintenance, funding and monitoring details, and shall include permanent preservation. (DSEIR p. 71.)

SM-BIO-17. Prepare a Tree Removal and Preservation Plan where grading is proposed within tree driplines. The Plan shall include detailed recommendations for tree removal and preservation, including protective fencing. Delineate all removed or protected trees on project grading plans. (DSEIR pp. 71-72.)

Finding. Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant supplemental effect identified in the SEIR.

Rationale for Finding. The mitigation measures ensure that any lost riparian habitat will be replaced and that damaged habitat will be repaired, with the replaced or repaired habitat permanently preserved and protected. The mitigation measures also ensure that any lost heritage trees will be replaced and that preserved trees will be protected during construction grading.

Supplemental Impact BIO-8. Temporary loss of aquatic habitat. (DSEIR p. 72.)

SM-BIO-6. As described above.

SM-BIO-18. Develop and implement a Restoration Plan identifying measures to avoid and minimize adverse effects to aquatic resources, including measures such as temporary silt fencing, controlling flowing water, timing bridge construction activities during the dry season, and other measures as specified. The Plan shall also include contingency measures and a secure funding source for implementation and long-term maintenance and monitoring. (DSEIR pp. 72-73.)

Finding. Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant supplemental effect identified in the SEIR.

Rationale for Finding. The mitigation measures ensure that any temporarily filled aquatic habitat will be restored to pre-Project conditions following completion of bridge construction.

Supplemental Impact TRA-2: Impacts to study Intersections under Buildout conditions (Dublin Boulevard/Dougherty Road, DSEIR p. 107). (DSEIR pp. 103-107.)

Mitigation. No feasible mitigations are identified in the SEIR.

Finding. Even with mitigations adopted through the Eastern Dublin EIR, unacceptable operations at this intersection will not be avoided or substantially lessened, and no feasible mitigations are identified in the SEIR. Specific economic, legal, social, technological, or other considerations make infeasible the project alternatives identified in the final SEIR; therefore, a Statement of Overriding Considerations must be adopted upon approval of the Project.

Rationale for Finding. Mitigation measures for roadway improvements were adopted with the Eastern Dublin EIR. The Dublin Ranch West project is required to implement all applicable mitigations from the prior approvals, including fair share payments for cumulative impacts as further described in the DSEIR. No supplemental measures are available to further reduce these impacts, therefore the supplemental impact remains significant and unavoidable

Supplemental Impact TRA-4: Impacts on Tassajara Roadway segments. (DSEIR pp. 109-110.)

SM-TRA-1. Widen Tassajara Road to four lanes between North Dublin Ranch Drive and Project Northern Access. (DSEIR p. 110.)

Finding. Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant supplemental effect identified in the SEIR.

Rationale for Finding. Widening Tassajara Road provides sufficient roadway to accommodate project and buildout traffic.

Supplemental Impact TRA-5. Potential traffic safety impacts. (DSEIR p. 110.)

SM-TRA-2. Provide specified traffic improvements, including signals, right and left turn lanes and pockets. (DSEIR pp. 110-111.)

Finding. Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant supplemental effect identified in the SEIR.

Rationale for Finding. Implementing the identified improvements will provide safe access between the project and Tassajara Road.

Supplemental Impact PARK-1. Inconsistency with the City of Dublin General Plan, Eastern Dublin Specific Plan, and Park and Recreation Master Plan regarding provision of park acreage. (DSEIR p. 135.)

SM-PARK-1. Revise the project to provide an additional 1.9 acres of Neighborhood Park land use designation; or pay in-lieu fees to compensate for the loss of 1.9 acres of Neighborhood Park land. (FSEIR pp. 6-7.)

Finding. Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant supplemental effect identified in the SEIR.

Rationale for Finding. The mitigation measure insures that sufficient total parkland will be provided consistent with applicable plans.

EXHIBIT B

FINDINGS REGARDING ALTERNATIVES

The Eastern Dublin EIR identified four alternatives: No Project, Reduced Planning Area, Reduced Land Use Intensities and No Development. The City Council found the No Project, Reduced Land Use Intensities and No Development alternatives infeasible and then approved a modification of the Reduced Planning Area alternative. The Supplemental EIR updates the analysis of the No Project Alternative; it also identifies and analyzes alternatives to develop the site under the existing General Plan and Eastern Dublin Specific Plan, and to develop the site with a revised Neighborhood Park location. These findings are for the alternatives as analyzed in Chapter 5.0 of the DSEIR. The City Council considered the three alternatives identified and described in the Supplemental EIR and finds them to be infeasible for the specific economic, social, or other considerations set forth below pursuant to CEQA section 21002.

Alternative 1: No Project (DSEIR pp. 138-139.)

Finding: Infeasible. Under this alternative, no development would occur on the project site, although the Tassajara Creek Conservation Area would be implemented since it is a required mitigation for loss of wetlands and habitat elsewhere in Eastern Dublin. This alternative would avoid the project's significant air quality and traffic impacts since it would avoid the new traffic trips generated with the proposed development. This alternative would not, however, achieve any of the project objectives, including implementation of the General Plan and Eastern Dublin Specific Plan which anticipate annexation and development of the site.

Alternative 2: Reorganization and Development Under Existing General Plan and Eastern Dublin Specific Plan. (DSEIR pp. 139-141.)

Finding: Infeasible. This alternative would include annexation to the City and DSRSD, but would also include Neighborhood Commercial uses and the elementary school site. This alternative does not avoid the project's significant air quality or traffic impacts. This alternative would generally implement the General Plan and Eastern Dublin Specific Plan to the extent these plans anticipate annexation and development of the site. The alternative would not, however, meet the project objectives to refine land use designations to protect Tassajara Creek and to consider alternative uses for the elementary school site which is no longer needed by the school district.

Alternative 3: Reorganization and Development of Dublin Ranch West with Revised Neighborhood Park location. (DSEIR pp. 141-143, FSEIR p. 7.)

Finding: Feasible but does not avoid the project's significant impacts and would require general and specific plan amendments. This alternative would be similar to the project, including the same uses and number of dwelling units; however the proposed Neighborhood Park would be relocated to the southerly portion of the property along either side of Tassajara Creed and residences would be built in the current park location. The alternative would generally implement the General Plan and Eastern Dublin Specific Plan to the extent these plans anticipate annexation and development of the site, but the location of land use designations would need to be amended. This alternative

would not avoid the project's significant air quality or traffic impacts and thus, consistent with CEQA section 21002, need not be further considered.

EXHIBIT C

STATEMENT OF OVERRIDING CONSIDERATIONS

1. **General.** Pursuant to CEQA Guidelines section 15093, the City Council of the City of Dublin adopted a Statement of Overriding Considerations for those impacts identified in the Eastern Dublin EIR as significant and unavoidable. (Resolution 53-93, May 10, 1993.) The City Council carefully considered each impact in its decision to approve urbanization of Eastern Dublin through approval of the Eastern Dublin General Plan Amendment and Specific Plan project. The City Council is currently considering the Dublin Ranch West project. The project proposes a residential development on the west side of Tassajara Road, north of the existing city limits generally to the county line. The City prepared a Supplemental EIR for the Dublin Ranch West project which identified supplemental impacts that could be mitigated to less than significant. The Supplemental EIR also identified supplemental Air Quality and Traffic impacts that could not be mitigated to less than significant.

The City Council adopted a Statement of Overriding Considerations with the original land use approvals for urbanization of Eastern Dublin. Pursuant to a 2002 court decision, the City Council must adopt new overriding considerations for the previously identified unavoidable impacts that apply to the Dublin Ranch West project.[1] The City Council must also adopt overriding considerations for the supplemental impacts identified in the Supplemental EIR as significant and unavoidable. The City Council believes that many of the unavoidable environmental effects identified in the Eastern Dublin EIR and the Supplemental EIR will be substantially lessened by mitigation measures adopted with the original Eastern Dublin approvals and by the environmental protection measures adopted through the Dublin Ranch West approvals, to be implemented with the development of the project. Even with mitigation, the City Council recognizes that the implementation of the project carries with it unavoidable adverse environmental effects as identified in the Eastern Dublin EIR and the Dublin Ranch West Supplemental EIR. The City Council specifically finds that to the extent that the identified adverse or potentially adverse impacts for the project have not been mitigated to acceptable levels, there are specific economic, social, environmental, land use, and other considerations that support approval of the project.

2. **Unavoidable Significant Adverse Impacts from the Eastern Dublin EIR.** The following unavoidable significant environmental impacts identified in the Eastern Dublin EIR for future development of Eastern Dublin apply to the Dublin Ranch West project.

Land Use Impact 3.1/F. Cumulative Loss of Agricultural and Open Space Lands; Visual Impacts 3.8/B; and, Alteration of Rural/Open Space Character. Although development has occurred south of the project area, the site is largely undeveloped open space land. Future development of the Dublin Ranch West site will contribute to the cumulative loss of open space land.

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[1] "...public officials must still go on the record and explain specifically why they are approving the later project despite *its* significant unavoidable impacts." (emphasis original.) Communities for a Better Environment v. California Resources Agency 103 Cal.App. 4th 98, ___ (2002).

Traffic and Circulation Impacts 3.3/B, 3.3/E. I-580 Freeway, Cumulative Freeway Impacts: While city street and interchange impacts can be mitigated through planned improvements, transportation demand management, the I-580 Smart Corridor program and other similar measures, mainline freeway impacts continue to be identified as unavoidable, as anticipated in the Eastern Dublin EIR. Future development on the Dublin Ranch West site will generate less traffic than anticipated in the Eastern Dublin EIR, but will still incrementally contribute to the unavoidable freeway impacts.

Traffic and Circulation Impacts 3.3/I, 3.3/M. Santa Rita Road/I-580 Ramps, Cumulative Dublin Boulevard Impacts: The Dublin Ranch West project will be required to implement all applicable adopted traffic mitigation measures, including contributions to the City's TIF program; however even with mitigation these impacts continue to be identified as unavoidable, as anticipated in the Eastern Dublin EIR.

Community Services and Facilities Impact 3.4/S. Consumption of Non-Renewable Natural Resources and Sewer, Water; and Storm Drainage Impact 3.5/F, H, U. Increases in Energy Usage Through Increased Water Treatment, Disposal and Operation of Water Distribution System: Future development of the Dublin Ranch West project will contribute to increased energy consumption.

Soils, Geology, and Seismicity Impact 3.6/B. Earthquake Ground Shaking, Primary Effects: Even with seismic design, future development of the Dublin Ranch West project could be subject to damage from large earthquakes, much like the rest of the Eastern Dublin planning area.

Air Quality Impacts 3.11/A, B, C, and E. Future development of the Dublin Ranch West project will contribute to cumulative dust deposition, construction equipment emissions, mobile and stationary source emissions.

3. <u>Unavoidable Significant Adverse Impacts from the Dublin Ranch West Supplemental EIR</u>. The following unavoidable significant supplemental environmental impacts were identified in the Supplemental EIR for the Dublin Ranch West project.

Supplemental Impacts AQ-2, AQ-3. Project emission increase that would exceed the BAAQMD significance thresholds for ozone precursors on project and cumulative levels. Even with implementation of the previously adopted mitigation measures and the additional mitigation measures in the Supplemental EIR, project and cumulative precursor emissions will exceed BAAQMD thresholds.

Supplemental Impact TRA-2. Impacts to study intersections under Buildout conditions (Dublin Boulevard/Dougherty Road). Even with implementation of the previously adopted mitigation measures, including contribution to intersection improvements through the TIF program, the project will contribute to significant and unavoidable impacts at this intersection under buildout conditions.

4. <u>Overriding Considerations</u>. The City Council previously balanced the benefits of the Eastern Dublin project approvals against the significant and potentially significant adverse impacts identified in the Eastern Dublin EIR. The City Council now balances those unavoidable impacts that apply to future development on the Dublin Ranch West site as well as the supplemental unavoidable impacts identified in the Supplemental EIR, against its benefits, and hereby

determines that such unavoidable impacts are outweighed by the benefits of the Dublin Ranch West project as further set forth below.

The project will further the urbanization of Eastern Dublin as planned through the comprehensive framework established in the original Eastern Dublin approvals. The modifications to the General Plan and Eastern Dublin Specific Plan provide important protections to Tassajara Creek and are more reasonable and protective designations for sensitive creek areas. The project will provide over 1,000 units of needed housing with diverse densities and building types, as well as maintaining open space on the site. Redesignation of the elementary school site will increase the city's supply of housing, and is a reasonable alternate use for a site no longer needed by the school district. Development of the site will also provide construction employment opportunities for Dublin residents.

Dublin Ranch West Project

Final Supplemental Environmental Impact Report

SCH# 2004112094

Lead Agency:
City of Dublin

Prepared By:
Jerry Haag, Urban Planner

February 2005

Exhibit A

Table of Contents

Introduction 2
Clarifications and Modifications to the DEIR 2
Summary of DSEIR Comment Letters 7
Annotated Comment Letters and Responses 9

Introduction

A Draft Supplemental Environmental Impact Report (DSEIR) dated November 2004 was prepared for this Project and distributed for public review in November 2004 through January 2005. The proposed Project involves consideration of an Amendment to the Eastern Dublin General Plan and Specific Plan, annexation to the City of Dublin and the Dublin San Ramon Services District, prezoning of the Project area, a preannexation agreement and a Stage 1 Planned Development Plan for the Dublin Ranch West Project located on the west side of Tassajara Road, east of Parks RFTA, north of existing City of Dublin limits and south of the Alameda County limit line. The Project site consists of approximately 190 acres of land in the unincorporated portion of Alameda County. A full description of the proposed Project is contained in the DSEIR document.

Under the California Environmental Quality Act (CEQA) and implementing CEQA Guidelines, after completion of the Draft EIR, lead agencies are required to consult with and obtain comments from public agencies and organizations having jurisdiction by law over elements of the Project and to provide the general public with an opportunity to comment on the DSEIR. Lead agencies are also required to respond to substantive comments on environmental issues raised during the EIR review period.

As the lead agency for this Project, the City of Dublin held a 45-day public review period between November 19, 2004 and January 3, 2005.

This Comments and Responses document augments the DSEIR and, together with the DSEIR, comprise the Final Supplemental EIR (FSEIR) for this Project. This Comments and Responses document contains all public comments received during the 45-day public review process regarding the DSEIR and responses to those comments. Included within the document is an annotated copy of each comment letter, identifying specific comments, followed by a response to that comment.

The FSEIR also contains clarifications and minor corrections to information presented in the DSEIR as well as revisions to the proposed Project.

Clarifications and Modifications to the DSEIR

The following clarifications and modifications to the DSEIR are incorporated by reference into the DSEIR document.

1. On page 14, "9.7" is replaced with "3.7."

2. On page 18 (Utility Services), the word "westerly" is replaced with "easterly."

3. On page 56, the text of the DSEIR is amended to read as follows in two places on this page:

"In addition, HTH relocated a number of CRLF from ~~elsewhere on the~~ Dublin Ranch ~~West site~~ into Tassajara Creek, in anticipation of management as part of the Tassajara Creek Management Zone."

"Since approval of the 1993 Eastern Dublin EIR, the California tiger salamander has been listed as threatened and critical habitat has been ~~designated~~ proposed. … All of the Project area to the west of Tassajara Creek is within proposed critical habitat Unit 18 of the Central Valley Region."

4. On page 60, the impact bullet is revised to read as follows:

   "Substantially ~~R~~reduce the number or restrict the range of an endangered, rare or threatened species;"

5. Page 64, Supplemental Mitigation Measure SM-BIO-1 is hereby amended to read as follows:

   "A CTS management plan shall be developed by the Project proponents, and approved by the City of Dublin in consultation with CDFG and the USFWS, prior to construction activities. This measure shall also apply to construction of recreational trails in preserved areas. The Plan will detail how CTS will be managed before and during construction activities and will include the following:

   a) Installation of a temporary herpetological fence prior to any ground disturbance around the entire development footprint, which shall prevent CTS from entering the construction site and shall remain until the permanent fence or barrier is installed. The existing ~~or the current~~ one-way barrier, if approved by the USFWS, is a functioning temporary barrier; however, it is not located around the entire development footprint. ~~is extended and approved for use by the USFWS (SMM-BIO-2).~~ A maintenance schedule shall be included for this fencing.

   b) A salvage ~~trapping and relocation~~ plan that details how aestivating CTS individuals will be adequately relocated from the development footprint and into permanently preserved suitable aestivation habitat. Although the existing one-way exclusion barrier will allow migrating breeding adults to exit the project area, non-breeding adults and juveniles may not migrate to potential breeding sites for one or more years. Salvage of these individuals should be accelerated by installation of trap arrays near burrow concentrations."

6. On page 64, Supplemental Mitigation Measure SM-BIO-2 is revised as follows:

   "A permanent herpetological fence or barrier shall be installed around the entire development footprint following construction activities to prevent movement of CTS into the development area. Such fencing shall be designed to allow for movement of larger terrestrial wildlife species, but shall preclude

CTS from climbing the fence. ~~With USFWS approval, the one-way barrier currently in place may be extended to meet this mitigation requirement."~~

7. Page 64, Supplemental Mitigation Measure SM-BIO-3 is deleted.

8. On page 64, Supplemental Mitigation Measure SM-BIO-4 is revised as follows:

   "To compensate for the permanent loss of approximately 97.2 ~~110~~ acres of CTS aestivation habitat, and ensure the opportunity exists for recovery of this species within the Amador and Livermore Valley areas of Alameda County, the Project proponent will acquire and preserve in perpetuity suitable CTS aestivation habitat at a 1:1 ratio adjacent to preserved, occupied CTS breeding and aestivation habitat and construct a breeding pond, or as required by the USFWS and CDFG. The mitigation aestivation habitat shall be located in the Amador and Livermore Valley area as close as is practicable, and as approved by the USFWS or CDFG, and shall exhibit similar characteristics to the habitat lost.

   In selecting off-site mitigation lands, preference shall be given to preserving one large block of habitat rather than many small parcels, linking preserved areas to existing open space and other high quality habitat, and excluding or limiting public use within preserved areas. Land selected for mitigation shall be permanently preserved through use of a conservation easement or similar method, approved by the City of Dublin in consultation with the USFWS or CDFG, and obtained prior to the issuance of any construction permits."

9. On page 65, Supplemental Mitigation Measure SM-BIO-7 is revised as follows:

   "During initial ground disturbing activities, ~~All project~~ construction employees shall receive an educational training program that includes information on sensitive species identification and their potential habitat, approved mitigation measures for the project, and actions employees should take if a sensitive species is encountered. This measure shall also apply to construction of recreational trails in preserved areas."

10. Page 67, Supplemental Mitigation Measure SM-BIO-9 is revised as follows:

    "a) Prior to construction of the proposed bridges, a map shall be prepared to delineate CRLF breeding habitat, construction and laydown areas, and areas of proposed temporary fill within Tassajara Creek. Pre-construction surveys within these areas shall be conducted by a qualified biologist (as approved by the City) with appropriate authorization to handle CRLF. If CRLF or CTS are found within the construction areas ~~(or other sensitive wildlife species)~~, they shall be immediately moved to undisturbed, preserved portions of Tassajara Creek if authorized in a Biological Opinion or other permit issued by the USFWS for the Project. Construction, laydown, and temporary fill areas shall be fenced appropriately to prohibit CRLF and CTS movement into these areas, as supervised and verified by a qualified

biologist. Construction activities and access shall be confined to these fenced areas during construction activities. A qualified biologist will monitor the fence and construction activities daily when construction activities are conducted within Tassajara Creek. A qualified biologist with appropriate authorization ~~permits~~ to relocate ~~any~~ CRLF or CTS in conjunction with a biological opinion shall be available to the on-site biological monitor if CRLF or CTS ~~(or other sensitive wildlife species)~~ are found within the fenced areas during daily construction monitoring; CRLF shall be relocated to undisturbed, preserved portions of Tassajara Creek, and CTS shall be relocated to the nearest protected upland habitat containing burrow habitat."

11. Page 68, Supplemental Mitigation Measure SM-BIO-11 is revised as follows:

"Prior to any tree removal or ground disturbance, a qualified biologist (approved by the City) shall conduct special status breeding bird surveys throughout the development portion of the Project area and within 250 feet in adjacent habitats. Buffers shall be a minimum of 250 feet for raptors (although ~~sensitive raptors such as~~ golden eagles, which are unlikely to nest on the Dublin Ranch West site, may require a much larger buffer), and between 50 and 100 feet for special status passerines depending on habitat type (50 feet in dense vegetation, 100 feet in open areas). ~~Pre-construction surveys shall take place throughout the development portion of the Project area, including surveys for grassland birds and birds likely to nest along the Tassajara Creek corridor.~~ Nesting status shall be monitored by a qualified biologist to determine when nests are no longer active. All activities shall be prohibited within the buffer until after young have fledged and/or moved out of the nest. This measure shall also apply to construction of recreational trails in preserved areas."

12. Page 70, Impact BIO-6 is changed to read as follows:

"Supplemental Impact BIO-6: Loss of ~~special status plants~~ Congdon's Tarplant"

13. On page 71, Supplemental Impact SM-BIO-15 is amended to read as follows:

"The majority of Congdon's tarplants are scattered at low densities over approximately four acres south of the existing residence on the site; the remaining individuals to be impacted occur in small areas west of Tassajara Creek. Studies conducted by H.T. Harvey & Associates have revealed five subpopulations within the Tassajara Creek Management Zone (TCMZ) that average approximately 500 individuals on 0.5 acre each. Based on this information, the ~~The~~ project shall establish and manage approximately 0.63 acres of ~~create one acre of new occupied~~ habitat for Congdon's tarplant ~~for every one acre of existing Congdon's tarplant habitat lost~~ within ~~suitable, on-site preserved habitat (such as~~ the TCMZ. Following CDFG and City approval, the Dublin Ranch West Congdon's Tarplant Mitigation and

Monitoring Plan (H.T. Harvey & Associates 2004) shall be implemented to compensate for the loss of Congdon's tarplant individuals. ~~project applicant shall develop and implement a detailed Mitigation and Monitoring Plan to fully compensate for impacts to Congdon's tarplant. The plan shall include the mitigation design, methods of salvage of existing seed, maintenance methods (including weed management), monitoring procedures and performance criteria, reporting requirements, and a contingency measure to preserve existing off-site occupied Congdon's tarplant habitat at an equal amount to lost habitat in case of mitigation failure.~~ The project proponent shall provide a secure funding source (such as a performance bond) for the implementation of the mitigation plan and long-term maintenance and monitoring of the mitigation area. The created mitigation area must be preserved in perpetuity (such as through a permanent conservation easement). The Mitigation and Monitoring Plan must be approved by the City prior to the issuance of grading permits for the project. Mitigation shall require a minimum of five years of monitoring and annual monitoring reports shall be provided to the City."

14. Page 91, first line, the word "550" is replaced with "428."

15. Page 121, Utilities and Services, storm drainage, replace the sentence "Zone 7 is responsible for master planning" with the following: "Zone 7 owns and maintains major storm drain channels in the Livermore-Amador Valley. Zone 7 is presently working on a Stream Management Plan to identify future channel improvements beneficial to the residents of the Valley." Correct the sentence that reads: "Drainage on the project area…connect with Zone 7 facilities south of I-580," This should read: "Drainage on the project area…connect with Zone 7 facilities north of I-580."

16. Page 125: Zone 7's Salt Management Plan does not include demineralizing shallow groundwater and reinjecting it into the groundwater basin. Instead, it includes blending demineralization of a portion of produced groundwater with other water supplies for delivery to customers. Also, delete the word "water" from the term "salt-water." The sentence that reads "the resulting salty brine is to be piped…" with "brine processing facilities" to "concentrate processing facilities." The correct name of the Zone 7 contact person is "David Lunn."

17. Page 136, Supplemental Mitigation Measure PARK-1 is changed to read as follows:

    "PARK-1: ~~Prior to tentative map or Stage 2 Development Plan approval, whichever occurs first~~, As outlined below, the Project developer shall either:

    a) Revise the land use program for the Dublin Ranch West site to provide an additional ~~1.04~~ 1.9 net acres of Neighborhood Park land use designation in lieu of a public/semi-public use; or
    b) ~~Provide 1.9 net acres of Neighborhood Parks land use in close proximity of the Project site~~. As part of the Project Pre-Annexation

Agreement, pay fees to the City of Dublin to compensate for loss of 1.9 acres of Neighborhood Park land on the Project site. Fees shall be equal to the neighborhood park in-lieu fee amount charged to developers who do not have parkland on their property as set by the Dublin Community Facility Fee report in effect at the time of subdivision map recording. Fees shall be due at the time of final subdivision map recordation."

18. Page 138: Third bullet point in middle of the page should be corrected to read: "Alternative 3: Reorganization and Development of the Dublin Ranch West with a Revised Neighborhood Park Location."

19. Page 141, first line of 5.4, Alternative 3, the acreage figure "8.7" is replaced with "7.8."

20. Page 142, add a new Supplemental Mitigation Measure for Alternative 3: Supplemental Mitigation Measure ALTPARK-1 is added to read as follows:

"ALTPARK-1: As outlined below, the Project developer shall either:

a) Revise the land use program for the Dublin Ranch West site to provide an additional 1.04 net acres of Neighborhood Park land use designation in lieu of a public/semi-public use; or
b) As part of the Project Pre-Annexation Agreement, pay fees to the City of Dublin to compensate for loss of 1.04 acres of Neighborhood Park land on the Project site. Fees shall be equal to the neighborhood park in-lieu fee amount charged to developers who do not have parkland on their property as set by the Dublin Community Facility Fee report in effect at the time of subdivision map recording. Fees shall be due at the time of final subdivision map recordation."

Summary of DSEIR Comment Letters

Comment letters were received by the City of Dublin during the 45-day public comment period on the DSEIR from the following agencies, organizations and other interested parties.

	Commenter	Date
	Federal Agencies	
	None	
	State Agencies	
2.1	State Department of Transportation (Caltrans)*	1/03/05
2.2	State of California, Office of Planning and Research*	1/05/05

	Local Agencies	
3.1	Alameda County Flood Control and Water Conservation District Zone 7	12/30/04
3.2	East Bay Regional Park District	1/03/05
3.3	Dublin San Ramon Services District (DSRSD)	1/03/05
3.4	Alameda County Public Works Agency	1/04/05*
	Interested Persons/Organizations	
4.1	Martin W. Inderbitzen, Attorney at Law	1/03/05

*Although these comment letters were received after the close of the public comment period, responses are provided.

Annotated Comment Letters and Responses

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF TRANSPORTATION
111 GRAND AVENUE
P. O. BOX 23660
OAKLAND, CA 94623-0660
PHONE (510) 286-5505
FAX (510) 286-5513
TTY (800) 735-2929

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Be energy efficient!

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Clear 12/30/04 Late e

January 3, 2005

ALA580761
SCH#2003022082

Mr. Mike Porto
City of Dublin
Community Development Department
100 Civic Plaza
Dublin, CA 94568

Letter 2.1

Dear Mr. Porto:

DUBLIN RANCH WEST – DRAFT ENVIRONMENTAL IMPACT REPORT

Thank you for including the California Department of Transportation (Department) in the environmental review process for the Dublin Ranch West project. The comments presented below are based on the Draft Environmental Impact Report (DEIR); additional comments may be forthcoming pending final review of the DEIR. As lead agency, the City of Dublin is responsible for all project mitigation, including improvements to state highways and related drainage systems. Please note that an encroachment permit will not be issued until our concerns are adequately addressed. Further comments will be provided during the encroachment permit process.

Traffic Volume Data

Since current traffic volume data should be used whenever it is available, 2002 data for Interstate 580 (I-580) should be replaced with the more current 2003 volume data which is available from the Department's website link listed below. Page 93, Section 4.6, Transportation and Circulation, Existing roadway network. 2.1.1
http://www.dot.ca.gov/hq/traffops/saferesr/trafdata/

Hydraulics

1. A Hydrology/Hydraulic Study should be prepared and submitted to the Department to enable us to determine project-related impacts on the 100-year flow rates and flow conditions at the I-580/Tassajara Road Interchange. Project-related drainage impacts to I-580 should be thoroughly evaluated, and mitigation recommended where appropriate since FEMA Floodplain maps show flooding at I-580 where Tassajara Creek crosses the freeway west of the interchange, and the DEIR states that Tassajara Creek is the outfall for project-related storm drainage systems. The project should include measures to reduce post-development flow rates to existing values. 2.1.2

2. Development fees should be used to improve the drainage infrastructure impacted by the project. Drainage improvements should include supplementing existing cross culverts under the freeway that have been overtaxed by unmitigated development within the watershed. 2.1.3

Encroachment Permit

Work that encroaches onto the State Right of Way (ROW) requires an encroachment permit that is issued by the Department. To apply, a completed encroachment permit application, environmental documentation, and five (5) sets of plans, clearly indicating State ROW, must be submitted to the address below. Traffic-related mitigation measures will be incorporated into the construction plans during the encroachment permit process. See the website link below for more information. 2.1.4

http://www.dot.ca.gov/hq/traffops/developserv/permits/

Sean Nozzari, District Office Chief
Office of Permits
California DOT, District 4
P.O. Box 23660
Oakland, CA 94623-0660

Please feel free to call or email Patricia Maurice of my staff at (510) 622-1644 or patricia_maurice@dot.ca.gov with any questions regarding this letter.

Sincerely,

TIMOTHY C. SABLE
District Branch Chief
IGR/CEQA

c: Mr. Scott Morgan, State Clearinghouse

STATE OF CALIFORNIA

Governor's Office of Planning and Research

State Clearinghouse and Planning Unit

Arnold Schwarzenegger
Governor

Jan Boel
Acting Director

January 10, 2005

Letter 2.2

Michael Porto
City of Dublin
Development Services Department
100 Civic Plaza
Dublin, CA 94568

Subject: Dublin Ranch West Project
SCH#: 2003022082

Dear Michael Porto:

The enclosed comment (s) on your Draft EIR was (were) received by the State Clearinghouse after the end of the state review period, which closed on December 30, 2004. We are forwarding these comments to you because they provide information or raise issues that should be addressed in your final environmental document.

The California Environmental Quality Act does not require Lead Agencies to respond to late comments. However, we encourage you to incorporate these additional comments into your final environmental document and to consider them prior to taking final action on the proposed project.

Please contact the State Clearinghouse at (916) 445-0613 if you have any questions concerning the environmental review process. If you have a question regarding the above-named project, please refer to the ten-digit State Clearinghouse number (2003022082) when contacting this office.

Sincerely,

Terry Roberts

Terry Roberts
Senior Planner, State Clearinghouse

Enclosures
cc: Resources Agency

RECEIVED
01-12-05

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044
TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
5997 PARKSIDE DRIVE ♦ PLEASANTON, CALIFORNIA 94588-5127 ♦ PHONE (925) 484-2600 FAX (925) 462-3914

December 30, 2004

Mr. Mike Porto, Project Planner
Community Development Department
City of Dublin
100 Civic Plaza
Dublin, CA 94568

RECEIVED
JAN 03 REC'D
DUBLIN PLANNING

Letter 3.1

Re: Dublin Ranch West Project – Draft Supplemental Environmental Impact Report (DSEIR)

Dear Mr. Porto:

Zone 7 has reviewed the referenced CEQA document. We have several comments which are made in the context of Zone 7's mission to provide drinking water, non-potable water for agriculture and irrigated turf, flood protection, and groundwater and stream management within the Livermore-Amador Valley. Zone 7 previously commented on the Notice of Preparation for a DSEIR for the Wallis Ranch Project, which was the predecessor to this project. Please see enclosed March 17, 2003 letter for your reference. Our comments are organized to follow the DSEIR, as follows:

1. Chapter 3.0 *Project Description - 3.6 Project Development Plan*, page 13

This paragraph identified existing and proposed land use designations for the project. The project will consist of low, medium, and medium-high density residential, neighborhood commercial, and park and open space. Mitigation for the creation of impervious areas within the Livermore- Amador Valley is addressed through the collection of Special Drainage Area 7-1 Drainage Fees. The drainage fees are collected for Zone 7 by the local governing agency upon approval of vesting tentative or final map for new streets/development and/or upon approval of any new building/grading/use permit required of any public agency/commercial/residential/ industrial/agricultural user. Fees are dependent upon whether post-project impervious area conditions are greater than pre-project conditions and/or whether fees have previously been paid. Effective January 1, 2005, the fees will be $0.662 per square feet of new impervious surface area. **3.1.1**

2. Chapter 4.0 *Environmental Analysis – 4.7 Utilities and Services, Storm Drainage*

Under *Environmental Setting*, page 121, replace sentence that reads "Zone 7 is responsible for master planning." with "Zone 7 owns and maintains major storm drain channels in the Livermore-Amador Valley. Zone 7 is presently working on a Stream Management Master Plan to identify future channel improvements beneficial to the residents of the Valley." Correct sentence that reads "Drainage on the project area…connect with Zone 7 facilities south of I-580" to "Drainage on the project area…connect with Zone 7 facilities north of I-580." It should be noted that Zone 7 does not typically maintain culverts, as they are usually owned by CalTrans, or are the City's responsibility to maintain. **3.1.2**

Under *Hydrology and Hydraulic Analysis (Zone 7)*, page 125, it is noted that the City will require hydrology and hydraulic analysis from developers for future projects within Dublin Ranch West for review by both the City and Zone 7. Please be advised that Zone 7 should be allowed to review and comment prior to the commencement of each future project. **3.1.3**

3. Chapter 4.0 *Environmental Analysis – Supplemental Information in Response to Notice of Preparation (NOP); Main Basin Salt Loading (Zone 7)*, page 125

There are a number of corrections to be made in this paragraph. Please be advised that Zone 7's current (near-term) Salt Management Plan <u>does not</u> include "demineralizing shallow groundwater… and reinjecting it into the groundwater basin." Instead, we are planning on demineralizing a portion of the produced groundwater from our existing supply wells and blending it with other water supplies for delivery to our customers. The portion of sentence that reads "This impact is more of a regional salt-water management problem, …" should be revised to read "This impact is more of a regional salt management problem, …."Also, replace portion of **3.1.4**

sentence that reads "the resulting salty brine is to be piped ..." with "the resulting concentrate is to be piped ..." Similarly, replace portion of sentence that reads " brine processing facilities" to "concentrate processing facilities". Please also correct spelling for Zone 7's contact for information on main basin salt loading, Dave Lunn.

4. Appendix 8.1 *Initial Study*

Under paragraph 8, Hydrology and Water Quality, page 39, it should be noted that all proposed Mitigation Measures for Hydrology specified in the Eastern Dublin EIR, will require input from Zone 7 prior to implementation, as any new drainage plans proposed could have an effect on Zone 7's Stream Management Master Plan. The Mitigation Measures should also define what sort of channel improvements will be required of developers. **3.1.5**

In the first sentence of the Environmental Setting paragraph, page 51, please be advised that Zone 7 is a water wholesaler and does not serve the project area directly. In addition, Zone 7 does not own or maintain any storm drain facilities within the Project Area. In the second paragraph, replace sentence that reads "new storm drainage facilities which would connect to existing facilities maintained and controlled by Alameda County Flood Control and Water Conservation District, Zone 7." with "new storm drain facilities which would connect to existing facility owned and maintained by Zone 7, Alameda County Flood Control and Water Conservation District." **3.1.6**

Also, please submit for Zone 7 review all future plan and specification and future studies pertaining to the proposed project, attn: Suzanne Alaksa, Associate Engineer, Advance Planning.

We appreciate the opportunity to comment on these documents. Please feel free to call Jack Fong at (925) 484-2600, ext. 245, or myself at ext. 400, if you have any questions.

Very truly yours,

Jack Fong for

Jim Horen
Principal Engineer
Advance Planning Section

JH:JF:arr

Enclosure

cc: Dave Requa, DSRSD
John Mahoney, Zone 7
Dave Lunn, Zone 7
Joe Seto, Zone 7
Matt Katen, Zone 7
Jack Fong, Zone 7
Mary Lim, Zone 7

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ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
5997 PARKSIDE DRIVE • PLEASANTON, CALIFORNIA 94588-5127 • PHONE (925) 484-2600 FAX (925) 462-3914

March 17, 2003

Mr. Eddie Peabody Jr.
Development Services Department
City of Dublin
100 Civic Plaza
Dublin, CA 94568

Re: Notice of Preparation for Supplemental Environmental Impact Report for Wallis Ranch Reorganization and Development (PA 02-028) and Initial Study

Dear Mr. Peabody:

Zone 7 has reviewed the referenced Notice of Preparation (NOP) and Initial Study. We have several comments which are made in the context of Zone 7's responsibilities in our service area to provide wholesale treated water, non-potable water for agriculture and irrigated turf, flood protection, and groundwater and stream management. Our comments are listed below and are organized to follow the order of the environmental checklist in this Initial Study:

1. Project Background and Description – Infrastructure, page 5

   Tassajara Creek, extending from the southerly boundary of the project to approximately 2,100 feet south of the Alameda County/Contra Costa County line, and an approximate 400-foot long reach of the tributary to Tassajara Creek, are authorized Zone 7 facilities. If any alteration of Tassajara Creek or the tributary are proposed, then a hydraulic study of the effect of such alteration on the water surface under the 100-year flow conditions and the proposed development should be submitted to Zone 7 for review and comment.

2. Section 8, Hydrology and Water Quality, item c), page 41

   Mitigation for the creation of new impervious areas within the Livermore-Amador Valley is addressed through the collection of Special Drainage Area (SDA) 7-1 drainage fees. Zone 7's standard mitigation practice is to collect an SDA 7-1 fee on any new buildings, improvements (including, but not limited to paving), or structures to be constructed that substantially increase the imperviousness of the land surface.

3. Section 8, Hydrology and Water Quality, item e), page 41

   A hydrology study is needed to determine the impacts to Zone 7's facilities. Zone 7 requests that it be able to review and comment prior to commencement of the project.

4. Section 8, Hydrology and Water Quality, items g and i), page 42

   A hydraulic study is needed to determine the impacts of the project on the 100-year water surface in Tassajara Creek. Zone 7 requests that it be able to review and comment prior to commencement of the project.

5. Section 13, Public Services, Water and Sewer, page 46

This project will also be annexed to DSRSD for water and sewer services and DSRSD's master utilities plans, including recycled water, will cover this project area. The Initial Study does not assess the potential salt loading impacts over our main groundwater basin. Zone 7 considers all applied water (rainwater is an exception), including both potable water and recycled water, to contribute salt loading to the groundwater basin and there must be mitigation of the associated impacts.

Zone 7's Groundwater Demineralization Project is the recommended project to accomplish Zone 7's Salt Management Program's goal of non-degradation of our main groundwater basin from the long-term buildup of salts. Zone 7 expects to begin design in 2004, with project completion expected in 2006. We request that the City of Dublin express support for the Groundwater Demineralization Project within the Draft EIR as the appropriate mitigation for any projects proposed. Otherwise, we request the City address the mitigation of any salt loading impacts of the project should Zone 7's proposed Groundwater Demineralization Project not be constructed and placed into operation.

6. Section 16, Utilities and Service Systems, item d), page 52

A portion of the project area is located in Contra Costa County. Zone 7's service area is in Alameda County. The only portion of Contra Costa County that receives Zone 7 water is a portion of Dougherty Valley, and that is through a special agreement. Please explain if there was an intent to serve the Contra Costa County portion of the project area with Zone 7 water.

We appreciate the opportunity to comment on these documents. Please feel free to call me at (925) 484-2600, ext. 400, or Jack Fong at ext. 245, if you have any questions.

Very truly yours,

Jim Horen
Principal Engineer
Advance Planning Section

JH:JF:arr

cc: Dave Requa, DSRSD
Ed Cummings, Zone 7
John Mahoney, Zone 7
Dave Lunn, Zone 7
Joe Seto, Zone 7
Matt Katen, Zone 7
Jack Fong, Zone 7

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EAST BAY REGIONAL PARK DISTRICT

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January 3, 2005

Via Fax and US Postal Service

Mike Porto, Project Planner
City of Dublin
Community Development Department
100 Civic Plaza
Dublin, CA 94568

Letter 3.2

RE: Tassajara Creek Regional Trail – Dublin Ranch West Project (PA 02-028)
Draft Supplemental Environmental Impact Report SCH # 2003022082

Dear Mr. Porto:

Thank you for providing the East Bay Regional Park District ("District") with a copy of the Draft Supplemental Environmental Impact Report (SEIR) for the Dublin Ranch West proposed project. As stated in the District's Response to the Notice of Preparation (see March 18, 2003 letter to Mr. Eddie Peabody Jr.) as part of the implementation of the District's adopted Master Plan 1997, the District seeks to develop the Tassajara Creek Regional Trail from Dublin Blvd., through the proposed project, continuing northward and eventually connecting to Mt. Diablo State Park.

The proposed project would not be consistent with the District's Master Plan 1997. The Master Plan locates the Tassajara Creek Regional Trail along the ridge in the vicinity of the eastern edge of Parks RFTA, and then proceeding northward along the ridge toward Mt. Diablo State Park. The proposed project would location the Tassajara Creek Regional Trail in a narrow corridor between two areas proposed for low and medium density residential development. The Draft SEIR is inadequate because in does not address the significant impacts associated with the lack of consistency with the Master Plan, and the impacts from changing the existed open space to residential development adjacent to the regional trail corridor.

Please call me at 510/544-2621 if you would like to discuss this further.

Sincerely,

Larry Tong
Interagency Planning Manager

2950 Peralta Oaks Court P.O. Box 5381 Oakland, CA 94605-0381
TEL 510 635-0135 FAX 510 569-4319 TDD 510 633-0460 www.ebparks.org

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DUBLIN
SAN RAMON
SERVICES
DISTRICT

7051 Dublin Boulevard
Dublin, California 94568
FAX: 925 829 1180

925 828 0515

January 3, 2005

Letter 3.3

Mr. Mike Porto, Project Planner
City of Dublin, Community Development Department
100 Civic Plaza
Dublin, CA 94568

Subject: PA 02-028, General Plan/Specific Plan Amendment, prezoning and Stage 1 Development Plan for Dublin Ranch West—Comments on Draft Supplemental Environmental Impact Report

Dear Mike:

Thank you for the opportunity to comment on the subject document. The Dublin San Ramon Services District ("District") has the following comments.

Potable Water Supply and Service

As you point out in the draft EIR, the entire Dublin Ranch West project will create an additional maximum potable water demand of 320,000 gallons per day. Because of the planning already done by the District, in cooperation with the City of Dublin, that demand for Dublin Ranch West is already incorporated into the District's *Urban Water Management Plan* and *2004 Water Master Plan Update* in progress. In 2004, the District performed and completed a "Water Service Analysis and Water Supply Assessment" for the Dublin Ranch West project in accordance with the "Agreement to Settle Water Litigation" between the District and the City of Livermore; Citizens for Balanced Growth; Zone 7 Water Agency, Alameda County Flood Control and Water Conservation District; Windemere Partners; and Shapell Industries, Inc., dated November 2, 1999. A copy of the document was forwarded to the City of Dublin on December 15, 2004. 3.3.1.

The facilities currently planned by the District for this area will be of sufficient capacity to meet the increased demand at full build out of this project; and this demand will be mitigated somewhat by the extension of recycled water pipelines through the project area and adherence to Dublin's standard water conservation measures. To obtain water service from the District, potable water lines must be extended into the project site. The pipeline must be constructed by the project applicant and dedicated to the District for operation and maintenance. The sizes and locations of all water pipelines should be identified prior to project approval for installation. Coordination with the District should be conducted to ensure that the proposed activities do not interfere with existing District facilities and the installation of new water lines are completed in conformance with the District's *Standard Procedures, Specifications and Drawings* and *2004 Updated Water Master Plan* in progress.

The supply of the 320,000 gallons per day of potable water for this project is provided for in the long-term contracts between the Zone 7 Water Agency and the District. No additional mitigation is necessary for obtaining additional water supply for this project.

Recycled Water Supply and Service

District Ordinance No. 301 requires recycled water use for all new land uses that are commercial, multi-family residential and institutional irrigation within the District's potable water service area. A portion of the development of the Dublin Ranch West falls into these categories. In your report, you show a maximum expected average day demand for recycled water of 104,300 gallons per day for irrigation. The District's *2000 Recycled Water Plan* has 132,900 gallons per day for irrigation. The *Water Master Plan Update* currently in progress will incorporate the reduced demand. 3.3.2

To obtain recycled water service from the District, recycled water lines must be extended into the project site. The pipelines must be constructed by the project applicant and dedicated to the District for operation and maintenance. The sizes and locations of all pipelines should be identified prior to project approval for installation. The installation, operation and maintenance of recycled water lines shall conform to the District's *Standard Procedures, Specifications and Drawings* and *Recycled Water Use Guidelines.*

Wastewater Services and Wastewater Effluent Disposal

Wastewater flows at Dublin Ranch West's full build out has been included in the planned capacity expansions of the District's Wastewater Treatment Plant and LAVWMA's wastewater effluent disposal facilities. Providing wastewater collection, treatment and export services is contingent upon the Dublin Ranch West Development satisfying all requirements contained in the District's Code and implementing the District's master plans, policies and ordinances. 3.3.3

The District has included the project area in its master plan study sewer services. So that the project may receive sewer services from the District, sanitary sewer lines must be extended into the project site. These facilities must be constructed by the project applicant and dedicated to the District for operation and maintenance. The sizes and locations of all District utilities and facilities should be identified prior to project approval. Coordination with the District should be conducted to ensure that the proposed activities do not interfere with existing District facilities and the installation of new sewer lines are completed in conformance with the District's *Standard Procedures, Specifications and Drawings* and updated master plans. 3.4.4

As noted above, our agency does not deem any mitigation beyond those specified in the Draft EIR for the areas of our potable water, recycled water, or wastewater collection and disposal services to the community. We feel the joint planning effort done between the City of Dublin and the District has successfully identified those areas of concern and planned reasonable solutions for those areas. Thank you for your consideration in this matter. If you have any questions regarding these comments please call me at (925) 875-2255.

Sincerely,

RHODORA N. BIAGTAN
Associate Engineer

rp
cc: D. Requa
D. Behrens
S. Delight
R. Portugal

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COUNTY OF ALAMEDA
PUBLIC WORKS AGENCY
DEVELOPMENT SERVICES DEPARTMENT
951 Turner Court, Room 100
Hayward, CA 94545-2698
(510) 670-6601
FAX (510) 670-5269

January 4, 2005

Mike Porto
Project Planner
City of Dublin
Community Development Department
100 Civic Plaza
Dublin, CA 94568

Letter 3.4

Dear Mr. Porto:

Subject: Dublin Ranch West Project
Draft Supplemental Environmental Impact Report

Reference is made to your transmittal of the above noted Draft SEIR for the Dublin Ranch West project, located on 189 acres within unincorporated Alameda County, west side of Tassajara Road, east of Parks RFTA, south of the Alameda/Contra Costa county line and north of the existing Dublin City limit line.

We have reviewed the submitted documents and offer the following comments:

1. Exhibit 16 shows a future Tassajara realignment. Transitions will be needed within the current project limits. **3.4.1**

2. Evaluation should be made on construction impacts to adjacent County roads. **3.4.2**

3. Evaluate impacts to existing County roads due to increased traffic. Potential traffic calming requirements may be needed for County roads. **3.4.3**

4. Although a conceptual sketch is provided regarding this project, it is critical that roadway improvements be included in the area between the jurisdictional boundary line and the most southerly limits of the project. Experience has demonstrated that this roadway area has been subjected to previous incidents due to limited shoulder area, motorist speed, and reaction time with motorists in the turning-movement process. Since this section of roadway has a curve-linear alignment, it is critical that roadway design standards and improvements be considered beyond the frontage limits of the parcel. **3.4.4**

5. With the future alignment of Tassajara Road and Fallon Road, it is important for right of way dedication (to the ultimate alignment) of this roadway be considered. The existing right of way on Tassajara Road is 66 feet with a future-width-line of 100 feet. **3.4.5**

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6. Prior to finalizing this design concept, it is suggested that a roadway conceptual plan be considered for the surrounding area. Although not all lands westerly of Tassajara Road are a part of the proposed project, the ultimate development of this area will undoubtedly impact surrounding parcels and roadway improvements along Tassajara Road. **3.4.6**

7. On Tassajara Road, the installation of a traffic signal, deceleration and acceleration lanes, potential for on-street bike lanes, shoulder improvements, street lighting , and additional traffic control signing and striping should be considered. These improvements are further summarized in the consultant's report, "Supplemental Impacts for Potential Traffic Safety Impacts." **3.4.7**

Thank you for the opportunity to review the Draft Supplemental Environmental Impact Report for this project. If you have any questions, please call Andrew Otsuka at (510) 670-6613.

Very truly yours,

Stanley Fung
Deputy Director
Development Services Department

/AO

cc: Hank Ackerman, Flood Program
John Fenstermacher, Real Estate Division
James Chu, Road Department
Robert Preston, Traffic Engineering
Mario Montalvo, Maintenance & Operations
Tom Hinderlie, Maintenance & Operations
Fred Wolin, Environmental Services
Robert Hale, Clean Water Division
Gary Moore, Permits Section

√cc: Jerry Haag

MARTIN W. INDERBITZEN

Attorney at Law

January 3, 2005

Hand Delivered

Letter 4.1

Mike Porto
Planning Department
City of Dublin
100 Civic Plaza
Dublin, California 94568

Re: ***Dublin Ranch West Draft Supplemental Environmental Impact Report***

Dear Mike:

Thank you for the opportunity to comment upon the Dublin Ranch West SDEIR. Comments pertinent to the Biology Chapter are attached herein as a separate document. All other chapter comments are presented below.

Exhibit 12 Master Infrastructure Plan. We wish to clarify that although the Plan does not illustrate Zone 2 water lines in Tassajara Road, north of the primary project entry, and in Fallon Road, DSRSD plans to have these lines placed in these street segments. **4.1.1**

Page 14, Second bullet item: replace "9.7" with "3.7". **4.1.2**

Page 18, Second paragraph under *Utility services*, second line: replace "westerly" with "easterly". **4.1.3**

Page 91, First line of page: replace "550" with "428". **4.1.4**

Page 141, First paragraph of 5.4 Alternative 3 . . .: replace "8.7" with "7.8". **4.1.5**

Pages 1-2 and 135-136:
The Dublin City Council held a public workshop on October 5, 2004 to discuss various issues regarding the Dublin Ranch West project, including reviewing and evaluating four plans that looked at different locations and sizes of neighborhood parks on or near the project site. The Council selected Option Four, which provided 7.66 acres of neighborhood park on site, and 1.04 acres of neighborhood park that would be located on an adjacent development parcel because "it would serve the different needs of the community". Additionally, 1.2 acres of land was set-aside on the project site that could be utilized as either public/semi-public or neighborhood park uses. The Council accepted **4.1.6**

7077 Koll Center Parkway, Suite 120, Pleasanton, California 94566 Phone 925 485-1060 Fax 925 485-1065

the fact that neighborhood park acreage could be moved off site if need be. Based on the foregoing, we request that mitigation measure PARK-1 be revised as follows:

PARK-1. Prior to tentative map or Stage 2 Development Plan approval, whichever occurs first, the project developer shall:

(a) Revise the land use program for the Dublin Ranch West site to provide an additional 1.04 net acres of Neighborhood Parks land use designation in lieu of a public/semi-public use; or
(b) Pay in-lieu fees for required Neighborhood Park acres.

Page 135, first paragraph after **Supplemental Impact PARK-1**: Revise "7.66" acres to "6.8". 4.1.7

Biological Resources Section 4.3

Our remaining comments focus on the Biological Resources Section, Section 4.3 of the Supplemental Draft EIR. Attached hereto and incorporated herein by reference are two memorandums prepared by H.T. Harvey & Associates (the first dated December 1, 2004; the second dated December 30, 2004) each referencing specific sections of the Supplemental Draft EIR with appropriate comments. 4.1.8

In addition, it is our belief that the Environmental Setting Section of Section 4.3, at Page 47 of the SDEIR does not adequately consider the beneficial impacts of the Tassajara Creek Management Zone for its unique beneficial affects on the wildlife that are potentially impacted by the project. If the SDEIR were to properly consider the foregoing as part of the environmental baseline (California Environmental Quality Act Guidelines Section 15125) the SDEIR would conclude that the potential affects on the California Red-Legged Frog from this project are reduced to a level of insignificance.

The Tassajara Creek Management Zone (TCMZ) must be considered in conjunction with the Biological Opinion of the United States Fish and Wildlife Service dated July 1, 2002 together with the Project Area Mitigation and Monitoring Plan prepared by H.T. Harvey & Associates as well as the Tassajara Creek Conservation Area Management Plan and the Tassajara Creek Private Open Space Management Plan. If one were to review the Biological Opinion dated July 1, 2002, it would be accurate to conclude that the development of Dublin Ranch West was not specifically identified as a project impact for the Opinion. Nevertheless, the Service did take into consideration the potential development of Dublin Ranch West; two potential bridge crossings across Tassajara Creek and the City of Dublin's park and recreation plan when issuing the Biological Opinion and approving the Tassajara Creek Management Zone and its associated

mitigation and monitoring plan, the Tassajara Creek Conservation Area Management Plan and the Tassajara Creek Private Open Space Management Plan.

The descriptions used by the Service and the measures required in the TCMZ indicate that impacts to the upland area of Dublin Ranch West as dispersal habitat for the California Red-Legged Frog have already been considered. As a result, the impacts of Dublin Ranch West on the California Red-Legged Frog dispersal habitat are insignificant.

The Biological Opinion issued by the U.S. Fish and Wildlife Service states under the Section entitled Affects of the Proposed Action Subsection Direct and Indirect Affects (California Red-Legged Frog/Red-Legged Frog Critical Habitat) at Pages 22 to 23.

> "The City of Dublin is planning to construct trails along both sides of Tassajara Creek within the Tassajara Creek Open Space. These future trails may result in the loss of additional acres of California Red-Legged Frog habitat and on-going affects in the form of harm, harassment, injury, and mortality to California Red-Legged Frogs from habitat loss and modification, trail construction related disturbance, trapping and relocation, loss of movement corridors, increased predation by pets, crushing by horses, bicycles and pedestrians, and capture for pets."

Under the Section entitled Cumulative Affects (still within the Section entitled Affects of the Proposed Action) the Service states at Pages 29 and 30:

> "A future housing development is planned immediately to the west of the Tassajara Creek open space. The Applicants plan to construct two road crossings over Tassajara Creek at some undetermined future time through the 53 acre Tassajara Creek open space to provide access to the site of the future housing development. This future development would likely result in the loss of additional acres of California Red-Legged Frog and California Tiger Salamander habitat."

The Service states in its Opinion under the Section Incidental Take Statement subsection Amount or Extent of Take that:

> ". . . the Service anticipates that an unquantifiable number of California Red-Legged Frogs will be taken in conjunction with the following: . . . (2) Temporary loss of 53 acres of California Red-Legged Frog habitat from the Habitat enhancement [**as a result of future crossings**] and perpetual recreation activities by the City of Dublin Parks Department [**as a result of construction and operation of City trails**]". [**Emphasis added**]

These references to the temporary loss and the perpetual recreation activities by the City of Dublin are clear references to the authorized incidental take as a result of the activities identified under Direct and Indirect Affects at Pages 22 and 23 and cumulative affects at Pages 29 and 30. Because the recreational trails are anticipated to be constructed within the Tassajara Creek open space which is immediately adjacent to the Tassajara Creek Management Zone (and between the Tassajara Creek Management Zone and the proposed development of Dublin Ranch West) the additional acres of Red-Legged Frog habitat, the harassment, injury and mortality to California Red-Legged Frogs from habitat loss and modification, the loss of movement corridors, the increased predation by pets, crushing by horses, bicycles and pedestrians, capture for pets, trail construction related disturbance, trapping and relocation resulting from the Dublin Ranch West project proposal is insignificant inasmuch as it has already been taken into consideration by the Service in the Incidental Take Statement of its Biological Opinion dated July 1, 2002.

The Tassajara Creek Private Open Space Management Plan states as its goal as follows:

> "The primary goal of the POS [Private Open Space] is to manage the annual grassland habitat, oak savannah/oak woodland habitat, and swale in a manner that is compatible with management of the adjoining TCMZ (H.T. Harvey & Associates 2003b) and the overall TCCA [Tassajara Creek Conservation Area]. In order to achieve this goal, the POS will be managed as a transition area between the TCMZ and the adjacent future development."

With the issuance of its Biological Opinion on July 1, 2002 and approval of the Tassajara Creek Conservation Area along with its related management documents (for the Tassajara Creek Management Zone and the Tassajara Creek Private Open Space) there is little doubt that the Service intended to provide for the development and enhancement of habitat for the California Red-Legged Frog <u>within</u> the Tassajara Creek Conservation Area and to protect the California Red-Legged Frog from the approved and anticipated development adjacent to the Tassajara Creek Conservation Area by among other things providing in the management documents for a "transition area between the Tassajara Creek Management Zone and adjacent future development". Thus, any impact to the California Red-Legged Frog as a result of upland dispersal would be insignificant provided that the Tassajara Creek Open Space Management Plan is complied with.

For ease of reference, I have enclosed:

1. A complete copy of the Biological Opinion issued by the United States Fish and Wildlife Service highlighted (a) to show the U.S. Fish and Wildlife Service acknowledgment of adjacent development and the impacts thereof identified under both direct and indirect impacts (Page 22) as well as cumulative affects (Page 29); (b) incidental take as result of "perpetual recreation activities by the City of Dublin Parks Department". (Page 31).
2. The Tassajara Creek Conservation Area Management Plan.
3. Tassajara Creek Private Open Space Management Plan.
4. Portions of the Project Area Mitigation and Monitoring Plan.

Once again, thank you for the chance to comment upon this document. Please feel free to call me at 925-485-1060 if you wish to discuss these comments in greater detail.

Very truly yours,

MARTIN W. INDERBITZEN

MWI/lmh
Enclosures
cc: Jim Tong
Connie Goldade

H. T. HARVEY & ASSOCIATES
ECOLOGICAL CONSULTANTS

MEMORANDUM

TO: Martin Inderbitzen/Connie Goldade
FROM: Steve Rottenborn
DATE: 1 December 2004
SUBJECT: Comments on Dublin Ranch West Draft SEIR

Our staff has reviewed the Draft Supplemental EIR for the Dublin Ranch West Project. Some of our previous concerns on previous drafts have been addressed, but we still have concerns regarding several items. Specific comments are as follows:

Impact BIO-1 (California Tiger Salamander [CTS]):

- SM-BIO-1 and SM-BIO-2, page 1-4 (also pages 56 and 64): The existing passive exclusion barrier was installed, with CDFG approval, to act as a temporary barrier to exclude CTS from entering the future development and construction areas while allowing CTS to leave the site. This purpose is the same as the "temporary herpetological fence" described in BIO-1 a) not a permanent fence or barrier as in BIO-2. BIO-1 a) should be modified to allow a temporary herpetological fence or barrier and delete reference to use of the current one-way barrier in a permanent capacity. In addition, the passive exclusion nature of this barrier allows it to substitute for trapping along the perimeter as would be required under BIO-1 b). BIO-1 b) should be modified to describe a salvage plan rather than exclusively a trapping plan. BIO-2 should also be modified to delete description of the existing passive exclusion barrier for permanent use. **4.1.9**

- SM-BIO-3, page 1-5 (also pages 63 and 64 and Table 6): The DSEIR states in several places that CTS may breed in Tassajara Creek, and that further surveys should be conducted in the creek. In our opinion, further surveys for CTS in Tassajara Creek should not be necessary. Reports summarizing surveys for CTS by H.T. Harvey & Associates (HTH) along Tassajara Creek on the Dublin Ranch West site were provided to Wetlands Research Associates (WRA). HTH conducted surveys for CTS in suitable habitat in the Tassajara Creek drainage on the Dublin Ranch west site in 1993, 1995, and 2000. Tassajara Creek is a very deep, strong stream with high flow volume and velocity during the winter months when CTS are active, and it is our opinion (supported by multiple surveys) that this creek does not provide breeding habitat for CTS. As a result of the unsuitability of habitat along most of the creek drainage, CTS larval surveys were focused on the only habitat within the Tassajara Creek drainage that approaches potential breeding habitat (an isolated oxbow). No evidence of CTS breeding was found in this area or elsewhere in Tassajara Creek, and we do not think that further surveys for breeding CTS in Tassajara Creek are necessary. **4.1.10**

San Jose Office
3150 Almaden Expressway, Suite 145
San Jose, CA 95118 • 408-448-9450 • Fax: 408-448-9454

- SM-BIO-4, page 1-6 (also pages 64-65): The calculation of CTS aestivation habitat as approximately 110 acres is not explained further than as "all areas of upland habitat" (page 63). We believe the development impact area where loss of aestivation habitat will occur to be approximately 97.2 acres. We base this on the development acreage accessible to CTS as shown in Exhibit 11 (page 32). We also recommend that more flexibility in the location of the CTS mitigation site be permitted in the event that locating a suitable mitigation site within the Dublin/Livermore Valley area is found to be impracticable. We recommend that the sentence "The mitigation aestivation habitat shall be located in the Dublin and Livermore Valley area and shall exhibit similar characteristics to the habitat lost" be revised to read that the mitigation site "shall be located as close to the Dublin/Livermore Valley area as is practicable, and as approved by the USFWS and CDFG". **4.1.11**

- SM-BIO-7, page 1-9 (also pages 65 and 66): This measure should be modified to add: During ground disturbing activities, construction employees should receive educational training concerning sensitive species. Construction of multi-phase projects, such as this type of residential/commercial development, can take several years. In addition, as construction progresses in a given area, the type of contractor changes from those exclusively moving dirt to those only framing or finishing buildings. Employees can change daily during many phases of the projects making it a monumental task to track and provide training during all phases. It is appropriate to educate construction employees during ground disturbing activities when they might encounter special-status species, however, construction employees during the later phases (e.g. carpenters) will not be encountering those species. **4.1.12**

Impact BIO-2 (California Red-legged Frog [CRLF]):

- SM-BIO-8, page 1-10 (also pages 53-54 and 66-67): While we agree that CRLF could leave the Tassajara Creek drainage in a few areas (e.g., at the farm road crossings) where the topography might allow such egress, we believe that most movement by CRLF in the area will be via the drainage itself, and that use of the upland areas on the site by CRLF is likely very limited. We do not expect CRLF dispersal across the uplands west of Tassajara Creek on this site to be nearly as high as dispersal along the creek drainages, and across the portion of the Conservation Area that abuts Camp Parks to the north. We believe that the description of upland/dispersal habitat for CRLF on the Dublin Ranch West site relies too heavily on the definitions provided in the critical habitat rule for the CRLF rather than this important site-specific information regarding topography and its effects on likely dispersal by this species. In addition, "dispersal habitat" as defined by the USFWS in the recovery plan and the re-proposed critical habitat designation, as cited in the SEIR, must be barrier free and "at least 90m (300 ft) wide." The access point shown in the SEIR that allows CRLF dispersal across 66 acres of "dispersal habitat" is a narrow farm road with a very steep grade that is less than 20 feet wide and does not meet the USFWS definition. In the SEIR, H. T. Harvey & Associates is cited as concluding "that primary constituent elements of CRLF critical habitat are present on **or adjacent** to the Dublin Ranch West area". H. T. Harvey & Associates' conclusion was based on a 300-foot wide corridor of dispersal **4.1.13**

habitat on the northern border of the project site along a gently sloping drainage. While it is possible that a few individual access or even disperse across portions of the upland habitat on the Dublin West site, it is not "dispersal habitat" In our opinion, the loss of potential upland dispersal habitat for CRLF is not a significant impact under CEQA.

The Biological Opinion (BO) for Dublin Ranch, issued by the USFWS on July 1, 2002, identifies the Tassajara Creek Open Space as one of the mitigation sites for impacts to CRLF from the Dublin Ranch project and describes the activities that are expected to occur within and adjacent to the Open Space area. The BO acknowledges potential future impacts to CRLF habitat from a future housing development planned immediately to the west of the Tassajara Creek Open Space and two road crossings over Tassajara Creek through the Open Space area. However, it seems clear that the USFWS thought that implementation of the Tassajara Creek Open Space management plan would not only serve to mitigate (in part) Dublin Ranch project impacts, but also to provide adequate protection for CRLF using this reach of Tassajara Creek. In our opinion, because the existing Tassajara Creek Open Space management plan provides protection for the primary dispersal avenues for CRLF on the site, no mitigation for the loss of upland dispersal habitat for the CRLF should be necessary. **4.1.14**

However, if the City insists that impacts to CRLF dispersal habitat are significant and require mitigation, it is our opinion that on-site improvements to promote dispersal of CRLF to points west of the site would benefit CRLF more than the off-site mitigation proposed by SM BIO-8. The applicant could enhance the drainage along the northern boundary of Dublin Ranch West Project Site to provide better connectivity between the aquatic habitats to the west and Tassajara Creek. This drainage within the project site would be maintained as open space and managed to support dispersal of CRLF. This drainage would be enhanced by constructing micro-topographical depressions or temporary ponding areas, and/or improving habitat for foraging and refuge, planting native vegetation (i.e., willows), adding downed woody debris and natural rocks to be used as refugia by CRLF. **4.1.15**

- SM-BIO-9, pages 1-11 and 1-12 (also page 67): In the sentence, "If CRLF are found within the construction areas (or other sensitive wildlife species), they shall be immediately moved to undisturbed, preserved portions of Tassajara Creek if authorized in a biological opinion issued by the USFWS for the project", the "other sensitive wildlife species" phrase requires clarification. Depending on whether or not such species are listed, they may or may not be addressed in a BO. The "other sensitive wildlife species", which are also referred to on page 1-12, that would require relocation should be identified specifically. **4.1.16**

- SM-BIO-9, page 1-12 (also page 67): We recommend that the statement "A biologist with appropriate permits to relocate any CRLF..." should be revised to read "A qualified biologist with appropriate authorization to relocate CRLF in conjunction with a biological opinion..." The USFWS does not issue general permits to allow biologists to relocate CRLF; rather, this authorization would be granted on a project-specific basis in conjunction with a BO. **4.1.17**

Impact BIO-3 (Breeding Birds):

- SM-BIO-11, page 1-14 (also page 68): In our opinion, impacts to nests of common birds are not significant impacts under CEQA; these are regulatory compliance issues (e.g., Migratory Bird Treaty Act, CDFG code), not CEQA issues. While pre-construction surveys for compliance with such regulations are advisable, they should be dealt with separately from CEQA compliance. **4.1.18**

- SM-BIO-11, page 1-14 (also page 68): If the City insists on retaining SM BIO-11, we recommend that the statement that a breeding bird survey shall be conducted "throughout the Dublin Ranch West area" be revised to read "throughout the development portion of the Project area" as indicated later in BIO-11; except in the case of Golden Eagles (which are not known to nest on the Dublin Ranch West site), no nest surveys should be required in portions of the Project area >250 feet from proposed development. **4.1.19**

- SM-BIO-11, page 1-14 (also page 68): We recommend that in the sentence, "All activities shall be prohibited within the buffer until after young have fledged and moved out of the nest", the word "and" be replaced with "and/or". The Killdeer (*Charadrius vociferus*), one species for which habitat may actually be temporarily enhanced by construction-related disturbance due to its preference for sparsely vegetated habitats and its moderate tolerance of human activity, could possibly nest on the site during construction; because this species' precocial young leave the nest soon after hatching (but long before fledging), there is no need for the buffer around a Killdeer nest to remain in place after the young have hatched and left the nest area. **4.1.20**

Impact BIO-6 (Special-Status Plants):

- Topic/Supplemental Impact, page 1-19 (also page 70): The "Topic/Supplemental Impact" should read "Biological Resources. Loss of Congdon's tarplant" since this is the only plant species considered to be of special status by the City known to be present on this site. **4.1.21**

- SM-BIO-15, page 1-19 (also page 70): It is our opinion that the loss of approximately 630 individual Congdon's tarplants does not constitute a significant impact under CEQA given the fairly widespread occurrence and abundance of the species. The tarplant is known to occur in sizeable numbers in the Dublin-Livermore area (e.g., 240,000 individuals estimated on Camp Parks immediately adjacent to Dublin Ranch West), and the loss of approximately 630 individuals at Dublin Ranch West (<0.1% of a regional population of over 700,000 plants) would not be significant to the overall population. We recommend that this impact, and Mitigation Measure SM-BIO-15, be deleted. **4.1.22**

  If the City insists that mitigation be provided for impacts to Congdon's tarplant, we believe that mitigation performed on the basis of the number of individuals impacted would be more appropriate than on the acreage of occupied habitat impacted given the fact that the majority of individual plants to be impacted (about 500) are scattered at low densities over approximately 4 acres south of the existing residence on the site; the remaining individuals **4.1.23**

to be impacted occur in small areas west of Tassajara Creek. Protocol-level surveys conducted by HTH in September 2002, with follow-up surveys in 2003, revealed five subpopulations within the Tassajara Creek Management Zone (TCMZ) that average approximately 500 individuals on 0.5 acres each. Thus, the "largest" impact area, in terms of acreage, may be a low-quality site due to the low density of plants found in this 4-acre area, and it is our opinion that mitigation within the TCMZ can achieve densities similar to those currently occurring in the TCMZ; only approximately 0.63 acres of mitigation land enhancement, seeding, and management would be needed to provide habitat for an additional 630 individual plants.

In 2003, prior to determining that impacts to Congdon's tarplants on Dublin Ranch West should be considered less than significant due to the size of the regional population, HTH prepared a draft Mitigation and Monitoring Plan describing the establishment and management of Congdon's tarplants on approximately 0.8 acres surrounding an existing tarplant subpopulation within the TCMZ; an updated draft version of this plan is attached to this memo. If the City insists that mitigation be provided for impacts to Congdon's tarplant, we recommend that SM-BIO-15 be revised to read, "The Dublin Ranch West Congdon's Tarplant Mitigation and Monitoring Plan (H.T. Harvey & Associates 2004) shall be implemented to compensate for the removal of Congdon's tarplant individuals." **4.1.24**

We have provided a copy of the Congdon's tarplant Mitigation and Monitoring Plan to Jerry Haag, and to Michael Josselyn at WRA. We are sending two copies for your use in processing these comments. This plan may be accessed via our ftp site. Clicking on the link below will take you to the HTH ftp site; open the folder named Dublin West and down load the tarplant pdf file.

ftp://harveyftp:harvey3150@209.237.26.68

Impact BIO-7 (Loss of riparian vegetation):

- H. T. Harvey & Associates has mapped the riparian vegetation along Tassajara Creek (provided to WRA) and so has determined impacts of the bridges across Tassajara Creek more precisely at 0.31 acres. This was accomplished by overlaying the bridge plans over the riparian habitat map. **4.1.25**

- SM-BIO-16, page 1-21 (also page 71): H. T. Harvey & Associates has developed a riparian habitat mitigation and monitoring plan for the project site. We recommend that SM-BIO-16 be revised to read, "The Dublin Ranch West Riparian Mitigation and Monitoring Plan (H.T. Harvey & Associates 2004) shall be implemented to compensate for the removal of riparian vegetation subject to approval of CDFG and the City". **4.1.26**

  We have provided a copy of the Riparian Mitigation and Monitoring Plan to Marty for approval. We are sending 4 copies for your use in processing these comments if it meets with his approval. This plan may be accessed via our ftp site. Clicking on the link below

will take you to the HTH ftp site; open the folder named Dublin West and down load the Riparian pdf file.

ftp://harveyftp:harvey3150@209.237.26.68

Environmental Setting

- Page 47: The sentence "The portions of the Project area has been used for cattle grazing…" should be revised for clarity/grammar. **4.1.27**

- Page 48: The sentence "The majority of the Project area is dominated by non-native grassland that has been historically, and has been used for livestock grazing" should be revised for clarity/grammar. **4.1.28**

- Pages 49-50: As discussed previously, it is our opinion that the reach of Tassajara Creek located on the project site does not provide suitable breeding habitat for CTS, as this is a very deep, strong stream with high flow volume and velocity during the winter months when CTS are active. Surveys by HTH in 1993, 1995, and 2000 did not detect CTS in the only habitat within the Tassajara Creek drainage on-site that approaches potential breeding habitat (an isolated oxbow). **4.1.29**

- Page 51: To place the impact to 630 individual tarplants expected to result from this project into the appropriate context, the brief summary of the status of Congdon's tarplant should include more information regarding the abundance of the species in the Dublin-Livermore area (e.g., 240,000 individuals estimated on Camp Parks immediately adjacent to Dublin Ranch West). **4.1.30**

- Page 53: The document states, "HTH relocated a number of CRLF from elsewhere on the Dublin Ranch West portion of the Project site into Tassajara Creek…" This sentence should be revised to read "HTH relocated a number of CRLF from Dublin Ranch into Tassajara Creek…." – no relocation of CRLF from the Dublin Ranch West project area itself has been undertaken by HTH. **4.1.31**

- Page 56: The document states that CTS critical habitat has been designated. Critical habitat for this species has been proposed, but the designation has not yet been approved. **4.1.32**

- Page 56: The document states that no larval surveys for CTS have been conducted in Tassajara Creek within the Dublin Ranch West area, and that larval surveys conducted in this drainage by HTH were "downstream of this site". As summarized in reports provided to WRA, HTH conducted surveys for CTS and suitable habitat in the Tassajara Creek drainage on the Dublin Ranch west site in 1993, 1995, and 2000. Tassajara Creek is a very deep, strong stream with high flow volume and velocity during the winter months when CTS are active, and it is our opinion (supported by multiple surveys) that this creek does not provide breeding habitat for CTS. As a result, CTS larval surveys were focused on the only habitat within the Tassajara Creek drainage that approaches potential breeding habitat **4.1.33**

(an isolated oxbow). No evidence of CTS breeding was found in this area or elsewhere in Tassajara Creek.

Supplemental Impacts and Mitigation Measures

- Page 60: Effective 7 September 2004, the CEQA Guidelines §15065 were revised to add the term "substantially" before the phrase "reduce the number or restrict the range of an endangered, rare, or threatened species..." for a mandatory finding of significance. **4.1.34**

- Page 66: The document states that due to the loss of upland habitat west of Tassajara Creek as a result of this project, "CRLF populations in Tassajara Creek are further isolated from potential breeding locations northwest and southwest of the Dublin Ranch West area". Because the primary dispersal corridors for CRLF between Tassajara Creek and areas to the west (i.e., Tassajara Creek itself and the drainage in the Conservation Area on the northern edge of the site) have been enhanced (i.e., the TCMZ) or could be enhanced as described above (i.e., the drainage on the northern edge of the site), CRLF in Tassajara Creek will not be isolated from areas to the west due to the loss of upland dispersal habitat that is likely infrequently used by CRLF. **4.1.35**

H. T. HARVEY & ASSOCIATES

ECOLOGICAL CONSULTANTS

MEMORANDUM

TO:	**Martin Inderbitzen/Connie Goldade**
FROM:	**Jeff Wilkinson/Ron Duke**
DATE:	**30 December 2004**
SUBJECT:	**Dublin Ranch West - Additional Supporting Information for Response to Comments on Draft SEIR**

In our memo dated 1 December 2004, we described some of our continuing concerns about the DSEIR for Dublin Ranch West then in public circulation. At your request, we are providing additional supporting information concerning the California tiger salamander (CTS) and California red-legged frog (CRLF).

California Tiger Salamander

SM-BIO-3, page 1-5 (also pages 63 and 64 and Table 6): The DSEIR states in several places that CTS may breed in Tassajara Creek, and that further surveys should be conducted in the creek. In our opinion, further surveys for CTS in Tassajara Creek should not be necessary for the following reasons:

- HTH conducted surveys for special-status reptiles and amphibians in the Tassajara Creek drainage on the Dublin Ranch west site on 10 March, 1 May, and 27 May 1993 and on 6, 26, and 28 May 1995, as summarized in "Dublin Ranch: Special-Status Amphibian and Reptile Surveys" (H.T. Harvey & Associates 1993) and "Dublin Ranch: 1995 Special-Status Amphibian and Reptile Surveys" (H.T. Harvey & Associates 1996). Copies of both of these reports have been provided to WRA, and we will provide them to the City as well. These surveys were conducted by an experienced herpetologist, Dr. Mark Jennings, who used his best professional judgment to conduct habitat assessments to determine potential CTS breeding habitat. He determined that Tassajara Creek itself was not potential breeding habitat (for the reasons described below). Therefore, CTS larval surveys were focused on the only habitat within Tassajara Creek that approaches potential breeding habitat (an isolated oxbow). No evidence of CTS breeding was found in this area or elsewhere in Tassajara Creek. **4.1.36**

- Tassajara Creek is a very incised, strong stream with high flow volume and velocity during the winter months when CTS are active. MacKay & Somps have calculated that the expected flow during a 2-year event (accepted by CDFG as representative of typical flow) through the reach of Tassajara Creek on the Dublin Ranch West site would be **4.1.37**

San Jose Office
3150 Almaden Expressway, Suite 145
San Jose, CA 95118 • 408-448-9450 • Fax: 408-448-9454

approximately 770 cubic feet per second, at a minimum depth of 5 feet (2003 Draft Tassajara Creek Drainange Analysis for Dublin Ranch West (Wallis Property), City of Dublin, County of Alameda). Such high flow volume and velocity in Tassajara Creek is not conducive to the breeding biology of CTS, which require lentic habitats (i.e., non-flowing pools), or at most gentle flow, during the winter and early spring breeding season. Even lower flow volume and velocity in Tassajara Creek than the 2-year event calculated by MacKay & Somps would still not allow for successful deposition of spermatophores by the males or of fertilized eggs by the females; all would be washed downstream due to the flows. If successful fertilization and hatching of the eggs were even to occur (e.g., during a protracted period of little rainfall), the larvae would be susceptible to the high flows and again would be washed downstream. CTS do not breed in highly lotic (stream type) environments such as Tassajara Creek for this reason.

- Because Jeff Dreier from WRA had reported the presence of CTS breeding in a stream in the Dublin area, we searched the California Natural Diversity Data Base (CNDDB) to further analyze the possibility of CTS breeding in streams such as Tassajara Creek. A total of 809 occurrence records were searched, of which 258 records between 1961 and 2004 were from Alameda and Contra Costa Counties. Of these 258 records, 140 records documented breeding by indicating the presence of larvae and/or eggs. Of these 140 records, 109 were from artificially constructed ponds (stockponds, bermed springs or drainages to create ponds), 15 were from natural ponds, 11 were from vernal pools, three were from seasonal wetlands, and two did not indicate breeding habitat. No record indicated that breeding occurred within a stream or natural drainage. **4.1.38**

- In the USFWS "Designation of Critical Habitat for the California Tiger Salamander, Central Population; Proposed Rule" (Federal Register 69:48570-48649), the primary constituent element for breeding "based on our current knowledge of the life history, biology, and ecology of the species..." that must be present to be considered critical habitat is "Standing bodies of fresh water, including natural and man-made (*e.g.*, stock) ponds, vernal pools, and other ephemeral or permanent water bodies that typically become inundated during winter rains and hold water for a sufficient length of time necessary for the species to complete the aquatic portion of its life cycle." Streams are not included as a primary constituent element by the USFWS. The USFWS use best available science in designation of Critical Habitat in accordance with the federal Endangered Species Act. **4.1.39**

- Exotic species known to have a significantly negative affect on CTS by preying on the eggs and larval salamanders, such as mosquitofish (*Gambusia affinis*), bluegill (*Lepomis macrochirus*), and crayfish (*Procambarus clarkii*), are in high numbers within the reach of Tassajara Creek adjacent to the Dublin Ranch West site. **4.1.40**

- The mainstream literature on CTS describes breeding habitat as vernal pools, seasonal and perennial ponds, and possibly (but not documented) quiet pools of streams, but no studies to date have indicated that streams with such high winter flows as Tassajara Creek provide suitable breeding habitat for CTS. A list of the literature we have reviewed in this regard is presented below: **4.1.41**

    - Anderson, P. R. 1968. The reproductive and developmental history of the California tiger salamander. MA Thesis, Fresno State College, Fresno, California.

- Feaver, P. E. 1971. Breeding pool selection and larval mortality of three California amphibians: *Ambystoma tigrinum californiense* Gray, *Hyla regilla* Baird and Girard, and *Scaphiopus hammondii* Girard. MA Thesis, Fresno State College, Fresno, California.

- Fisher, R. N. and H. B. Shaffer. 1996. The decline of amphibians in California's Great Central Valley. Conservation Biology 10:1387-1397.

- Jennings, M. R., and M. P. Hayes. 1994. Amphibian and reptile species of special concern in California. California tiger salamander, pp. 12-16. Final report to California Dept. of Fish and Game Inland Fisheries Division, Rancho Cordova, California.

- Loredo, D. Van Vuren, M. L. Morrison. 1996. Reproductive ecology of a population of the California tiger salamander. Copeia 1996:895-901.

- Petranka, J. W. 1998. Salamanders of the United States and Canada. Smithsonian Institution Press, Washington and London. 1-587 p.

- Shaffer, H. B., R. N. Fisher, and S. E. Stanley. 1993. Status Report: The California tiger salamander (*Ambystoma californiense*), final report to the California Department of Fish and Game. California Department of Fish and Game. Sacramento, California.

- Stebbins, R. C. 2003. A Field Guide to Western Reptiles and Amphibians. Third Edition. Houghton Mifflin Company, Boston, Massachusetts.

- Storer, T. I. 1925. A synopsis of the amphibia of California. University of California Publications in Zoology 27:1-342.

- Trenham, P. C., H. B. Shaffer, W. D. Koenig, and M. R. Stromberg 2000. Life history and demographic variation in the California tiger salamander (*Ambystoma tigrinum*). Copeia. 2000:365-377.

- Twitty, V. C. 1941. Data on the life history of *Ambystoma tigrinum californiense* Gray. Copeia 1941:1-4.

- Zeiner, D. C., W. F. Laudenslayer, Jr., and K. E. Mayer (editors). 1988. California's Wildlife. Volume I. Amphibians and Reptiles. California Statewide Wildlife Habitat Relationships System, California Department of Fish and Game, Sacramento, California.

- In summary, it is our best professional opinion, based on a thorough review of the literature and of CNDDB records regarding the biology of the CTS, the high flows in Tassajara Creek during the winter months, and our experience with and knowledge of the biology of the CTS that Tassajara Creek does not provide suitable breeding habitat for this species. **4.1.42**

California Red-legged Frog

SM-BIO-8, page 1-10 (also pages 53-54 and 66-67): The DSEIR emphasizes that CRLF can leave the drainage and therefore will disperse across the project site. While we agree that CRLF could leave the Tassajara Creek drainage in a few areas (e.g., at the farm road crossing and more gently sloped areas) where the topography might allow such egress, we believe that most movement by CRLF in the area will be via the drainage itself, and that use of the upland areas on the Dublin West site by CRLF is likely very limited for the reasons below:

- Except for the few areas where CRLF may exit the Tassajara Creek riparian zone onto the Dublin West site, most of the western bank is a vertical wall of over 20 feet, making it extremely difficult (if not impossible) for CRLF to access the Dublin West site except at these less sloped areas. Therefore, CRLF could not readily exit from known areas of frog residence in the Tassajara Creek zone onto the Dublin West site. **4.1.43**

- A recent study of terrestrial habitat use by CRLF in coastal forest and grassland has suggested that an essential component of the habitat is the presence of concealing cover, such as shrubs, herbs, woody debris, rootballs, small recesses in vertical banks, and forest floor litter (Bulger, J D., N. J. Scott, Jr., R. B. Seymour. 2003. Terrestrial activity and conservation of adult California red-legged frogs *Rana aurora draytonii* in coastal forests and grasslands. *Biological Conservation* 110:85-95). This concealing cover is necessary to protect the CRLF from desiccation and predation during the frequent periods of inactivity while dispersing overland. While ground squirrel burrows may provide such concealing cover in the East Bay region, the Dublin West site lacks this essential component in the flat areas near Tassajara Creek that would be necessary for the kind of upland habitat use/dispersal described in the DSEIR. Dispersing frogs (adults and juveniles) from Tassajara Creek would therefore be subject to desiccation and predation due to the lack of concealing cover. **4.1.44**

- Additionally, the Bulger et al. (2003) study was conducted in a more mesic coastal area of Santa Cruz County, where the risk of desiccation by CRLF dispersing into upland areas would not be nearly as great as in the dry East Bay. We have hundreds of hours of personal experience with CRLF both in mesic coastal sites and drier inland areas (such as Dublin), and we have observed a markedly higher tendency toward upland dispersal in the mesic coastal areas than on the drier East Bay sites such as Dublin West. In fact, it is reported in the USFWS "Proposed Designation of Critical Habitat for the California Red-legged Frog (*Rana aurora draytonii*)" (Federal Register 69:19620-19642) that "the majority of California red-legged frogs observed in eastern Contra Costa County spent the entire wet season within streamside habitat (T. Tatarian, in litt. 2000)", further indicating that CRLF in dry areas such as Dublin are likely to make little use of upland areas similar to the Dublin West site. **4.1.45**

- If the "upland dispersal habitat" depicted in the Draft Supplemental EIR for the Dublin Ranch West Project were being used by CRLF dispersing between Tassajara Creek and known aquatic habitat west of the site, as the DSEIR states, then individuals should have been detected in the trap array installed for CTS along the entire western boundary of the Dublin West site during the 2003/2004 winter season. This argument is strengthened by the fact that 586 postmetamorphic frogs (adults, subadults and juveniles) and 1,973 tadpoles were placed in Tassajara Creek during the summer of 2003 prior to opening the **4.1.46**

traps for the winter rains. Overland dispersal by CRLF occurs most actively during the early rains of winter (Bulger et al. 2003), and therefore, if the translocated CRLF were dispersing over the Dublin Ranch West site, they should have been intercepted by the trap array when it was operational (beginning with the first rains in October 2003). The only amphibians detected by the trap array were CTS, yellow-eyed salamanders (*Ensatina eschscholtzii*), and Pacific treefrogs (*Hyla regilla*), even though one site in Tassajara Creek where 342 postmetamorphic frogs and 1,968 tadpoles were translocated is only 350 feet from the trap array.

- The drainage on the northern edge of the site currently provides a dispersal corridor for CRLF that might disperse between Tassajara Creek and areas to the west of Dublin Ranch West (e.g., Camp Parks). In fact, CRLF are likely to use this drainage for dispersal far more than they would use the upland portions of the Dublin Ranch West site due to a gentler slope out of the Tassajara Creek drainage, the presence of concealing cover within and near the drainage north of the site, and moisture within this drainage. **4.1.47**

- In summary, we expect CRLF in Tassajara Creek to leave the drainage and disperse onto or across the upland area west of the creek only on rare occasions, and the upland portions of the site do not represent important habitat for this species. Even if egress from the Tassajara Creek drainage were not constrained by the topography of the creek, adult CRLF would be expected to leave the drainage only during brief foraging bouts during the wet season and stay within the proposed buffer zone along the creek. We do not believe the Dublin West site to represent a migratory corridor between Tassajara Creek and known CRLF aquatic sites further west on the Camp Parks property. Juveniles disperse more widely over upland areas than adults, but on this particular site, juveniles are expected to disperse primarily along Tassajara Creek due to the topography, availability of cover, and level of moisture. It is our best professional opinion, based on the site's topography, the dry nature of the upland areas on the site, the paucity of concealing cover in the upland areas of the site, the high quality of CRLF habitat along Tassajara Creek itself, the presence of a suitable dispersal corridor immediately north of the site, and the lack of any captures of CRLF dispersing across the uplands by the CTS trapping array present during the winter of 2003/2004, that this project will not result in a significant impact to dispersal by CRLF. **4.1.48**

Comment 2.1: State of California, Department of Transportation (Caltrans)

- Comment 2.1.1: Since current traffic volumes should be used whenever possible, 2002 data for Interstate 580 should be replaced with more current 2003 volume data which is available from the Department.

  Response: The Transportation and Circulation Environmental Setting portion of the DSEIR (page 93), is hereby amended by reference to read as follows: "Interstate 580 is an eight-lane east-west freeway that connects Dublin with local cities such as Livermore and Pleasanton as well as regional origins and destinations such as Oakland, Haywood and Tracy. In the vicinity of the proposed Project, I-580 carried between 186,000 and 198,000 vehicles per day (vpd) in 2003, based on Caltrans' *Traffic Volumes for State Highways*. I-580 has interchanges at Dougherty Road/Hopyard Road, Hacienda Drive, Tassajara Road/Santa Rita Road and Fallon Road/El Charro Road."

- Comment 2.1.2: A hydrology/hydraulic study should be prepared for the Department to determine project-related impacts on 100-year flow rates and flow conditions at the I-580/Tassajara Road interchange. Project related drainage impacts should be evaluated and mitigation recommended where appropriate since the 100-year FEMA maps show the intersection of I-580 and Tassajara Creek being subject to flooding. The project should include measures to reduce post-development flow rates to existing values.

  Response: The hydrology/hydraulic analysis prepared for the project by the applicant's engineer will be forwarded to Caltrans based on their request. Based on City of Dublin ordinances and development standards as well as the most recent C.3 stormwater quality standards enforced by the Regional Water Quality Control Board, development projects will be limited in the quantity of stormwater leaving respective sites. Therefore, it is unlikely that development of the Dublin Ranch West site would increase flooding on the I-580 freeway where the freeway intersects Tassajara Creek.

- Comment 2.1.3: Development fees would be used to improve drainage infrastructure impacted by the project. Drainage improvements should include supplementing cross culverts under the freeway that have been overtaxed by unmitigated development.

  Response: Future development on the project site will be subject to local and regional drainage fees imposed by the City of Dublin and Zone 7. Upgrading of existing overtaxed culverts is beyond the scope of the Dublin Ranch West project.

- Comment 2.1.4: Work that encroaches into a state right-of-way requires an encroachment permit issued by Caltrans.

Response: Necessary encroachment permits will be obtained from Caltrans if required.

Comment 2.2: State of California, Office of Planning and Research

- Comment 2.2: The State Clearinghouse received the comment letter from Caltrans after the close of the DSEIR comment period.

  Response: Comment acknowledged. See responses to the Caltrans comment letter as Comment 2.1.

Comment 3.1: Alameda County Flood Control and Water Conservation District Zone 7 (Zone 7)

- Comment 3.1.1: Development on the project site will be subject to drainage fees imposed by Zone 7.

  Response: Comment acknowledged. Payment of Zone 7 drainage fees will be a standard condition of development approval by the City of Dublin.

- Comment 3.1.2: On page 121, Utilities and Services, storm drainage, replace the sentence "Zone 7 is responsible for master planning" with the following: "Zone 7 owns and maintains major storm drain channels in the Livermore-Amador Valley. Zone 7 is presently working on a Stream Management Plan to identify future channel improvements beneficial to the residents of the Valley." Correct the sentence that reads: "Drainage on the project area…connect with Zone 7 facilities south of I-580," This should read: "Drainage on the project area…connect with Zone 7 facilities north of I-580." Zone 7 does not typically maintain culverts, as they are usually owned by Caltrans.

  Response: Comment acknowledged. Requested revisions are reflected in the section of the FSEIR entitled "Corrections and Modifications to the DSEIR."

- Comment 3.1.3: On page 125, Hydrology and Hydraulic Analysis, Zone 7 should be allowed to review the project hydrology and hydraulic analysis.

  Response: Comment acknowledged. The City of Dublin Public Works department will transmit a copy of the hydrology and hydraulic analysis to Zone 7 for review and comment.

- Comment 3.1.4: Zone 7's Salt Management Plan does not include demineralizing shallow groundwater and reinjecting it into the groundwater basin. Instead, it includes blending demineralization of a portion of produced groundwater with other water supplies for delivery to customers. Also, delete the word "water" from the term "salt-water." Make other corrections to wording involving the Salt Management Plan.

Response: Comment acknowledged. Requested revisions are reflected in the section of the FSEIR entitled "Corrections and Modifications to the DSEIR."

- Comment 3.1.5: In the Hydrology and Water Quality section of the Initial Study (page 39) it should be noted that all Mitigation Measures required by the Eastern Dublin EIR will require input from Zone 7 prior to implementation.

  Response: Comment acknowledged. Development of the Dublin Ranch West project, if approved by the City of Dublin, will be required to comply with Eastern Dublin EIR Mitigation Measures.

- Comment 3.1.6: On page 51 of the Initial Study it should be noted that Zone 7 is a water wholesaler and does not serve the project directly. Zone 7 does not own or maintain any storm drain facilities within the project area. Also, correct the wording "new storm drainage facilities which would connect to existing facilities maintained and controlled by Alameda County Flood Control and Water Conservation District, Zone 7" with "new storm drain facilities, which would connect to existing facility owned and maintained by Zone 7."

  Response: Comment acknowledged. Requested revisions are reflected in the section of the FSEIR entitled "Corrections and Modifications to the DSEIR."

Comment 3.2: East Bay Regional Park District

- Comment 3.2: The proposed project would not be consistent with the District's 1997 Master Plan. The Master Plan located the Tassajara Creek Regional Trail along the ridge in the eastern vicinity of Parks RFTA and then proceeding northward towards Mt. Diablo State Park. The proposed project would locate the Regional Trail in a corridor between two areas proposed for low and medium density residential development. The Draft SEIR is inadequate because it does not address significant impacts associated with the lack of consistency with the Master Plan and the impacts from changing the existing open space to residential development adjacent to the regional trail corridor.

  Response: Based upon discussions between the East Bay Regional Park District staff, City of Dublin staff and the applicant for development of the Dublin Ranch West project, it was understood that the Park District supported a change to show the Regional Trail along the Tassajara Creek corridor, which would be consistent with the 1993 Eastern Dublin Specific Plan.

  In any event, the proposed Dublin Ranch West project does not change the original Park District regional trail location, but allows more flexibility for the District to provide an alternative location for the proposed regional trail.

The City of Dublin believes the 1993 Eastern Dublin EIR adequately addressed the potential impacts of future trails adjacent to Tassajara Creek as shown in Eastern Dublin Specific Plan. The City has not identified any specific impacts with the requested land use change that would replace existing open space uses with Low Density Residential uses further to the west on the Dublin Ranch West property.

Comment 3.3: Dublin San Ramon Services District

- Comment 3.3.1: The District notes that the proposed project would create a demand for approximately 320,000 gallons per day of potable water. Because of planning done by the District in cooperation with the City, this additional demand is identified in the District's Urban Water Management Plan. In 2004, the District completed a "Water Supply Analysis and Water Supply Assessment" for the proposed project in accord with the Agreement to Settle Water Litigation dated November 1999.

  The District notes that it has adequate water supplies to meet the increased demand for the proposed project. A portion of this demand would be met through extension of recycled water pipelines to the project site. Potable water pipelines must also be extended to the site. Coordination with the District must occur with regard to pipeline sizes and locations and to ensure that there is no interference with regard to existing District facilities.

  No mitigation is necessary to obtain water supplies for this project.

  Response: Comment acknowledged and no further response is needed.

- Comment 3.3.2: The District requires all new development to use recycled water. A portion of the proposed Dublin Ranch West project would fall into this category. A maximum expected average day demand of approximately 104,300 gallons per day would be needed for irrigation. The District's Water Master Plan indicates use of approximately 132,900 gallons per day of recycled water. The District's Water Master Plan will be updated to reflect the latter figure.

  Response: Comment acknowledged and no further response is needed.

- Comment 3.3.3: The District has included anticipated increased wastewater flows from the Project into District and LAVWMA treatment and disposal facilities. Providing wastewater collection, treatment and export services is dependent on project compliance with District Codes and implementing the District Master Plan, policies and ordinances.

  The District has included the Project area in its Master Plan, so the Project may receive sewer service from the District and sanitary sewer lines must be extended to the Project site. Facilities must be constructed by the project applicant and dedicated to the District. Coordination with the District must

occur with regard to pipeline sizes and locations and to ensure that there is no interference with regard to existing District facilities.

Response: Comment acknowledged and no further response is needed.

Comment 3.4: Alameda County Public Works Agency

- Comment 3.4.1: Exhibit 16 shows a future Tassajara Road realignment. Transitions will be needed within the current project limits.

  Response: Comment acknowledged. The issue of roadway design and transitions will be dealt with at the subdivision and improvement plan stage of the Project, which will come after consideration of the currently requested land use entitlements and the DSEIR by the City of Dublin.

- Comment 3.4.2: An evaluation should be made on construction impacts to adjacent County roads.

  Response: It is anticipated that construction vehicles and material trucks would access the Project site via Tassajara Road which is in the City of Dublin. Minimal, if any, construction impacts are anticipated to other County roads.

- Comment 3.4.3: The DSEIR should evaluate impacts to existing County roads due to increased traffic. Potential traffic calming requirements may be needed for County roads.

  Response: The Transportation and Circulation section of the DSEIR (Impact TRA-2) notes that Project impacts to local roadways will be no greater than were analyzed in the 1993 Eastern Dublin EIR.

- Comment 3.4.4: Roadway improvements should be made in the area between the jurisdictional boundary line and the most southerly limits of the project. This area has been subject to previous incidents due to limited shoulder area, motorist speed and reaction time for motorists. Since this section of the roadway has a curvilinear alignment, it is critical that road design standards and improvements be considered beyond the frontage of the road.

  Response: Comment noted and this comment does not relate to an environmental impact caused by the proposed Project. The commenter's request has been transmitted to the Dublin Public Works Department for consideration.

- Comment 3.4.5: Regarding the future alignment of Tassajara Road and Fallon Road, it is important for right-of-way dedication to the ultimate alignment of this roadway.

Response: Comment acknowledged. The issue of roadway design and right-of-way will be dealt with at the subdivision and improvement plan stage of the Project, which will come after consideration of the currently requested land use entitlements and the DSEIR.

- Comment 3.4.6: It is suggested that a roadway conceptual plan be considered of the surrounding area. Although not all lands westerly of Tassajara Road are part of the proposed project, the ultimate development of this area will undoubtedly impact surrounding parcels and roadway improvements along Tassajara Road.

  Response: The conceptual roadway alignment in the Eastern Dublin area is set forth in the Eastern Dublin Specific Plan adopted by the City of Dublin in 1993.

- Comment 3.4.7: Installation of a traffic signal, deceleration and acceleration lanes, potential for on-street bikes, shoulder improvements, street lighting and additional traffic control; signing and striping should be considered. These improvements are further summarized in the consultant's report attached to the DSEIR.

  Response: Roadway improvements as noted by the commenter will be considered at the time subdivisions and improvements are considered by the City of Dublin.

Comment 4.1: Martin Inderbitzen

- Comment 4.1.1: Exhibit 12 (Master Infrastructure Plan) does not illustrate elevation Zone 2 water lines in Tassajara Road north of the primary Project entry and in Fallon Road; DSRSD plans to have these lines placed in these street segments.

  Response: Comments acknowledged. Detailed infrastructure information will be supplied to Zone 7 prior to actual construction of the proposed project.

- Comment 4.1.2: Page 14; replace "9.7" with "3.7."

  Response: Comment acknowledged. Requested revisions are reflected in the section of the FSEIR entitled "Corrections and Modifications to the DSEIR."

- Comment 4.1.3: Page 18, under Utility Services, replace "westerly" with "easterly."

  Response: Comment acknowledged. Requested revisions are reflected in the section of the FSEIR entitled "Corrections and Modifications to the DSEIR."

- Comment 4.1.4: Page 91, first line of page, replace "550" with "428."

Response: Comment acknowledged. Requested revisions are reflected in the section of the FSEIR entitled "Corrections and Modifications to the DSEIR."

- Comment 4.1.5: Page 141, first line of 5.4, Alternative 3, replace "8.7" with "7.8."

  Response: Comment acknowledged. Requested revisions are reflected in the section of the FSEIR entitled "Corrections and Modifications to the DSEIR."

- Comment 4.1.6: On October 5, 2004, the Dublin City Council held a workshop to discuss the Project, including potential locations and sizes of neighborhood parks. The Council selected an option, which would provide 7.66 acres of neighborhood parkland and 1.04 acres of Neighborhood Park that would be located on an adjacent parcel. This option also included 1.2 acres of land that could be devoted to either public/semi public or neighborhood park use. The City Council accepted the fact that some neighborhood park acreage could be moved off site if needed. Therefore, the Mitigation Measure PARK-1 is recommended to be changed as follows:

  PARK-1: Prior to tentative map or Stage 2 Development Plan approval, whichever occurs first, the Project developer shall:

  a) Revise the land use program for the Dublin Ranch West site to provide an additional 1.04 net acres of Neighborhood Park land use designation in lieu of a public/semi-public use; or
  b) Pay in lieu fees for required Neighborhood Park acres.

  Response: Based on the commenter's request, the City of Dublin proposes to modify Supplemental Mitigation Measure PARK-1 as follows. The mitigation measure is also recommended to be changed based on an inaccuracy discovered in the DSEIR, in that the anticipated deficiency in the amount of neighborhood parkland on the Project site would be 1.9 acres and not 1.04 acres as identified in the DSEIR.

  "PARK-1: As outlined below, the Project developer shall:

  a) Revise the land use program for the Dublin Ranch West site to provide an additional 1.9 net acres of Neighborhood Park land use designation in lieu of a public/semi-public use; or
  b) As part of the Project Pre-Annexation Agreement, pay fees to the City of Dublin to compensate for the loss of 1.9 acres of Neighborhood Park land on the Project site. Fees shall be equal to the neighborhood park in-lieu fee amount charged to developers who do not have parkland on their property as set by the Dublin Community Facility Fee report in effect at the time of subdivision map recording. Fees shall be due at the time of final subdivision map recordation."

- Comment 4.1.7: Page 135, first paragraph after Supplemental Impact PARK-1, and revise "7.66 acres "with" 6.8 acres."

  Response: This comment is noted and the DSEIR is corrected by reference to read "6.8 acres." This revision is reflected in the section of the FSEIR entitled "Corrections and Modifications to the DSEIR."

- Comment 4.1.8: The commenter does not believe the Biological Resource section of the DSEIR adequately considers the beneficial impact of the Tassajara Creek Management Zone for its unique beneficial effects on wildlife potentially impacted by the proposed Project. If the DSEIR were to consider this area as part of the environmental baseline, the document would then conclude that Project impacts to California Red-Legged Frog would be reduced to a level of insignificance. The Management Zone must be considered in conjunction with the Biological Opinion issued by the U.S. Fish and Wildlife Service dated 7/1/02 as well as the Project Area Mitigation and Monitoring Plan prepared by H.T. Harvey and other related documents.

  Response: It is recognized that the Tassajara Creek Management Zone protects and benefits CRLF breeding habitat and adjacent uplands; however, it does not protect upland dispersal habitat connecting Camp Parks CRLF populations with Tassajara Creek. Dispersal habitat is recognized by the U.S. Fish and Wildlife Service (Service) as one of the primary constituent elements of critical habitat for the CRLF. Critical habitat has been designated for the project site.

  The commenter implies that the Service has already considered impacts to CRLF dispersal habitat on the Dublin Ranch West project in the Service's Biological Opinion (2002) prepared for the Dublin Ranch project. However, the Biological Opinion does not reach any conclusions on the Dublin Ranch West project and only mentions under cumulative impacts that this project, along with 40 other potential development projects in Contra Costa and Alameda Counties, threatens habitat for the CRLF and CTS. The Biological Opinion does not include any incidental take authorization for loss of individuals on the Dublin Ranch West project nor does it consider any mitigation for loss of CRLF dispersal habitat.

  The Tassajara Creek Open Space Management Plan does not provide protection of a dispersal corridor through the Dublin Ranch West site between CRLF populations at Camp Parks and Tassajara Creek.

- Comment 4.1.9: The wording of BIO-1 (b) should be modified to describe a salvage plan for California Tiger Salamander (CTS) rather than exclusively a trapping plan. BIO-2 should also be modified to delete the description of the existing passive exclusion barrier for permanent use.

  Response: In response to the commenter's request and based on further review of potential CTS impacts, SM-BIO-1 is revised as follows. Deletions are struck through and additions underlined.

"A CTS management plan shall be developed by the Project proponents, and approved by the City of Dublin in consultation with CDFG and the USFWS, prior to construction activities. This measure shall also apply to construction of recreational trails in preserved areas. The Plan will detail how CTS will be managed before and during construction activities and will include the following:

a) Installation of a temporary herpetological fence prior to any ground disturbance around the entire development footprint, which shall prevent CTS from entering the construction site and shall remain until the permanent fence or barrier is installed. The existing ~~or the current~~ one-way barrier, if approved by the USFWS, is a functioning temporary barrier; however, it is not located around the entire development footprint. ~~is extended and approved for use by the USFWS (SMM-BIO-2).~~ A maintenance schedule shall be included for this fencing.

b) A salvage ~~trapping and relocation~~ plan that details how aestivating CTS individuals will be adequately relocated from the development footprint and into permanently preserved suitable aestivation habitat. Although the existing one-way exclusion barrier will allow migrating breeding adults to exit the project area, non-breeding adults and juveniles may not migrate to potential breeding sites for one or more years. Salvage of these individuals should be accelerated by installation of trap arrays near burrow concentrations."

Supplemental Mitigation Measure SM-BIO-2 is also revised as follows:

"A permanent herpetological fence or barrier shall be installed around the entire development footprint following construction activities to prevent movement of CTS into the development area. Such fencing shall be designed to allow for movement of larger terrestrial wildlife species, but shall preclude CTS from climbing the fence. ~~"With USFWS approval, the one-way barrier currently in place may be extended to meet this mitigation requirement."~~

- Comment 4.1.10: The DSEIR states that CTS may breed in Tassajara Creek and that further surveys should be conducted in the creek. Based on previous surveys conducted by H.T. Harvey, no evidence of CTS breeding was found in Tassajara Creek and further surveys are not necessary.

  Response: Nocturnal CTS surveys conducted in 1993, 1995, and 2000 did not find salamanders; however, a significant number were trapped in 2003/2004 in upland habitat in which those surveys were conducted. Since other amphibians successfully breed in Tassajara Creek, it is possible that conditions exist that provide suitable breeding habitat at least in years when there are few significant storm events. Evidence presented suggests that CTS breeding in Tassajara Creek would be an extremely rare event and additional larval

approved mitigation measures for the project, and actions employees should take if a sensitive species is encountered. This measure shall also apply to construction of recreational trails in preserved areas."

- Comment 4.1.13: Regarding Impact SM BIO-8, movement by California Red-Legged Frogs (CRLF) would be in the drainage area of the creek and not in adjacent upland areas. The description of the upland dispersal for CRLF relies too heavily on definitions provided by critical habitat rulings rather than site-specific information regarding topography. In the commenter's opinion, the loss of potential upland habitat dispersal is not a significant impact under CEQA.

  Response: The City agrees that CRLF living in Tassajara Creek would likely spend most of their time in the drainage and not use the upland portions of the Dublin Ranch West area. However, the potential for CRLF to use upland portions of the site exists and CEQA requires that any project that affects or potentially affects a listed or protected species results in a mandatory finding of significant effect. The commenter acknowledges that it is possible that a few individuals may access and disperse across portions of the Dublin West site, yet states that the site is not "dispersal habitat." According to the USFWS, the healthiest CRLF populations persist as a collection of subpopulations that exchange genetic information through individual dispersal events. CRLF can move to and *from* populations to the west. The proposed project would further fragment potential dispersal habitat.

- Comment 4.1.14: The Biological Opinion (BO) for the Dublin Ranch project, issued by the USFWS on 7/01/02, identified the Tassajara Creek Open Space area as a mitigation site for the Dublin Ranch project and described the activities expected to occur within and adjacent to the Open Space area. The BO acknowledges future potential development on the Dublin Ranch West site as well as two creek crossings. It seems clear the USFWS thought that implementation of the Tassajara Creek Open Space Management Plan would serve to mitigate impacts to the Dublin Ranch project as well as provide adequate protection for CRLF using this reach of Tassajara Creek. Based on this, the commenter does not believe mitigation for loss of upland dispersal is necessary.

  Response: The Biological Opinion for Dublin Ranch does not specifically address habitat impacts and mitigation associated with the loss of upland dispersal habitat at the Dublin Ranch West site.

- Comment 4.1.15: If the City insists that impacts to CRLF dispersal habitat are significant and require mitigation, on-site improvements to promote dispersal of CRLF to points west of the Project site would benefit CRLF more than the off-site mitigations proposed in SM-BIO-8. The applicant could enhance the drainage along the northern boundary of the Project site to provide better connectivity between aquatic habitats to the west and Tassajara Creek. The drainage within the Project site would be maintained as open space and managed to support CRLF dispersal. The drainage could be

enhanced by providing micro-topographic depressions or temporary ponds and/or improving habitat for foraging and refuge, planting native vegetation (such as willows), and adding downed woody debris and natural rocks.

Response: The City's consulting biologist notes that habitat enhancement of proposed open space alone would not mitigate for the loss of dispersal habitat.

- Comment 4.1.16: Regarding Supplemental Mitigation Measure BIO-9, please clarify the wording "other sensitive wildlife species" on pages 1-11 and 1-12 and also on page 67. Depending on whether or not such species are listed, they may or may not be addressed in the BO. These other species should specifically be identified.

  Response: Based on further research on this topic, Supplemental Mitigation Measure SM-BIO-9 is revised to read as follows:

  "a) Prior to construction of the proposed bridges, a map shall be prepared to delineate CRLF breeding habitat, construction and laydown areas, and areas of proposed temporary fill within Tassajara Creek. Pre-construction surveys within these areas shall be conducted by a qualified biologist (as approved by the City) with appropriate authorization to handle CRLF. If CRLF or CTS are found within the construction areas ~~(or other sensitive wildlife species)~~, they shall be immediately moved to undisturbed, preserved portions of Tassajara Creek if authorized in a Biological Opinion or other permit issued by the USFWS for the Project. Construction, laydown, and temporary fill areas shall be fenced appropriately to prohibit CRLF and CTS movement into these areas, as supervised and verified by a qualified biologist. Construction activities and access shall be confined to these fenced areas during construction activities. A qualified biologist will monitor the fence and construction activities daily when construction activities are conducted within Tassajara Creek. A qualified biologist with appropriate authorization ~~permits~~ to relocate ~~any~~ CRLF or CTS in conjunction with a biological opinion shall be available to the on-site biological monitor if CRLF or CTS ~~(or other sensitive wildlife species)~~ are found within the fenced areas during daily construction monitoring; CRLF shall be relocated to undisturbed, preserved portions of Tassajara Creek, and CTS shall be relocated to the nearest protected upland habitat containing burrow habitat."

- Comment 4.1.17: The commenter recommends that the statement "a biologist with appropriate permits to relocate CRLF..." should be revised to read "a qualified biologist with appropriate authorization to relocate CRLF in conjunction with a biological opinion." The USFWS does not issue general permits to allow biologists to relocate CRLF; rather, this authorization would be granted on a project-specific basis in conjunction with a BO.

  Response: This comment is addressed in the Response to Comment 4.1.16.

- Comment 4.1.18: Re: SM-BIO-11 (pages 1-14 and 68), the commenter believes impacts to nests of common birds are not significant under CEQA. Instead, these are regulatory compliance issues. Although pre-construction surveys for compliance with such regulations are advisable, they should be dealt with separately from CEQA.

  Response: The City believes the impacts identified in Supplemental Impact SM-11 are significant under CEQA. However, based on the above comment and further research, Supplemental Mitigation Measure SM-BIO-11 is revised to read as follows:

  "Prior to any tree removal or ground disturbance, a qualified biologist (approved by the City) shall conduct special status breeding bird surveys throughout the development portion of the Project area and within 250 feet in adjacent habitats. Buffers shall be a minimum of 250 feet for raptors (although ~~sensitive raptors such as~~ golden eagles, which are unlikely to nest on the Dublin Ranch West site, may require a much larger buffer), and between 50 and 100 feet for special status passerines depending on habitat type (50 feet in dense vegetation, 100 feet in open areas). ~~Pre-construction surveys shall take place throughout the development portion of the Project area, including surveys for grassland birds and birds likely to nest along the Tassajara Creek corridor.~~ Nesting status shall be monitored by a qualified biologist to determine when nests are no longer active. All activities shall be prohibited within the buffer until after young have fledged and/or moved out of the nest. This measure shall also apply to construction of recreational trails in preserved areas."

- Comment 4.1.19: Re: SM-BIO-11 (pages 1-14 and 68), if the City insists on retaining SM-BIO-11, the commenter recommends that the statement about a breeding bird survey shall be conducted throughout the "Dublin Ranch West area" be revised to read "throughout the development portion of the Project area." Except for Golden Eagles, no nest surveys should be required in portions of the site more than 250 feet from proposed development.

  Response: Refer to Response to Comment 4.1.18.

- Comment 4.1.20: Re: SM-BIO-11 (pages 1-14 and 68), the commenter recommends that the sentence " All activities shall be prohibited within the buffer until after the young have fledged and moved out of the nest." The word "and" should be replaced with "and/or." The Killdeer could possibly nest on the site during construction. Due to characteristics of this species, there is no need for a buffer around a Killdeer nest to remain in place after the young have hatched and left the nest.

  Response: Refer to Response to Comment 4.1.18.

- Comment 4.1.21: On pages 1-19 and 70, the "Topic/Supplemental Impact" should read "Biological Resources. Loss of Congdon's Tarplant," since this is

the only species to be considered of special status now to be present on the site.

Response: Based on the comment and further research, the heading of Supplemental Impact BIO-6 is revised as follows:

"Supplemental Impact BIO-6: Loss of ~~special status plants~~ Congdon's Tarplant"

- Comment 4.1.22: On pages 1-19 and 70, SM-BIO-15, the commenter believes loss of approximately 630 individual Congdon's tarplant does not constitute a significant impact under CEQA, given the fairly widespread occurrence and abundance of this species. The Tarplant is known to occur in sizeable numbers in the Livermore-Dublin area and the loss of approximately 630 plants would not be significant to the overall population. It is recommended that Mitigation Measure SM-BIO-15 be deleted.

  Response: The City notes that CEQA documents typically consider mortality and loss of habitat to special status plants and wildlife as a significant impact.

- Comment 4.1.23: If the City insists that mitigation be provided to loss of Congdon's tarplant, mitigation should be performed for the number of individual plant impacts, not the acreage occupied by the species. A majority of individual plants are scattered at low densities over approximately 4 miles south of the existing residence; the remainder occur in small areas west of Tassajara Creek.

  Response: The City's consulting biologist agrees that mitigating the impact based on the number of Congdon's Tarplant individuals impacted would be more appropriate than on the acreage of occupied habitat. See the response to Comment 4.1.24 for recommended changes to Supplemental Mitigation Measure SM-BIO-15.

- Comment 4.1.24: In 2003, H.T. Harvey prepared a draft Mitigation and Monitoring Plan describing the establishment and management of Congdon's tarplant on approximately 0.8 acres surrounding a tarplant subpopulation within the Tassajara Creek Management Zone. The commenter recommends that the mitigation be revised to read: "The Dublin Ranch West Congdon's Tarplant Mitigation Monitoring and Reporting Plan (HTH, 2004) shall be implemented to compensate for removal of Congdon's Tarplant individuals. "

  Response: Based on additional research on this topic, Supplemental Mitigation Measure SM-BIO-15 is revised to read as follows:

  "The majority of Congdon's tarplants are scattered at low densities over approximately four acres south of the existing residence on the site; the remaining individuals to be impacted occur in small areas west of Tassajara Creek. Studies conducted by H.T. Harvey & Associates have revealed five

subpopulations within the Tassajara Creek Management Zone (TCMZ) that average approximately 500 individuals on 0.5 acre each. Based on this information, the ~~The~~ project shall establish and manage approximately 0.63 acres of ~~create one acre of new occupied~~ habitat for Congdon's tarplant ~~for every one acre of existing Congdon's tarplant habitat lost~~ within ~~suitable, on-site preserved habitat (such as~~ the TCMZ. Following CDFG and City approval, the Dublin Ranch West Congdon's Tarplant Mitigation and Monitoring Plan (H.T. Harvey & Associates 2004) shall be implemented to compensate for the loss of Congdon's tarplant individuals. ~~project applicant shall develop and implement a detailed Mitigation and Monitoring Plan to fully compensate for impacts to Congdon's tarplant. The plan shall include the mitigation design, methods of salvage of existing seed, maintenance methods (including weed management), monitoring procedures and performance criteria, reporting requirements, and a contingency measure to preserve existing off-site occupied Congdon's tarplant habitat at an equal amount to lost habitat in case of mitigation failure.~~ The project proponent shall provide a secure funding source (such as a performance bond) for the implementation of the mitigation plan and long-term maintenance and monitoring of the mitigation area. The created mitigation area must be preserved in perpetuity (such as through a permanent conservation easement). The Mitigation and Monitoring Plan must be approved by the City prior to the issuance of grading permits for the project. Mitigation shall require a minimum of five years of monitoring and annual monitoring reports shall be provided to the City."

- Comment 4.1.25: H.T. Harvey & Associates has mapped the riparian vegetation along Tassajara Creek and so has determined that impacts of bridges across Tassajara Creek more precisely at 0.31 acres. This was determined by overlying bridge plans over the riparian habitat map.

  Response: Based on this additional information, the acreage in Supplemental Impact BIO-7 is revised from "1.0 acres" to "0.31 acres."

- Comment 4.1.26: Re SM-BIO-16 (pages 1-12 and 71), H.T. Harvey & Associates has developed a riparian habitat mitigation and monitoring plan for the Project site. The commenter recommends that SM-BIO-16 be revised to read "The Dublin Ranch West Riparian Mitigation and Monitoring Plan (HTH, 2004) shall be implemented to compensate for the removal of riparian vegetation, subject to the approval of the CDFG and City."

  Response: On January 11, 2005, the ftp site provided by the commenter did not include a folder named Dublin West. If the HTH Riparian Mitigation and Monitoring Plan contains the requirements described in SM-BIO-16, and is approved by CDFG and the City, then it would meet the mitigation and monitoring plan requirement of the mitigation measure.

- Comment 4.1.27: The sentence on page 47, "The portions of the Project area has been used for cattle grazing," should be revised for clarity and grammar

salamander has been listed as threatened and critical habitat has been ~~designated~~ proposed. … All of the Project area to the west of Tassajara Creek is within proposed critical habitat Unit 18 of the Central Valley Region."

- Comment 4.1.33: On page 56, the document states that no larval surveys for CTS have been conducted in Tassajara Creek within the Dublin Ranch West area and that larval surveys conducted in this drainage by HTH were downstream of this site. The commenter notes that such surveys were conducted on the Project site in 1993, 1995 and 2000. Since the creek is deep with strong flows, CTS larval surveys were focused on habitat within the Creek drainage that approached potential breeding habitat, which is an isolated ox-bow.

  Response: See responses to comments 4.1.10, and 4.1.36-.41 related to CTS.

- Comment 4.1.34: On page 60, state CEQA Guidelines were amended to add the term "substantial" before the phrase "reduce the number or restrict the range of an endangered, rare or threatened species for a mandatory finding of significance.

  Response: Based on the comment, the impact bullet on Page 60 is revised to read as follows:

  "Substantially ~~R~~reduce the number or restrict the range of an endangered, rare or threatened species;"

- Comment 4.1.35: On page 66, the document notes that CRLF populations in Tassajara Creek are further isolated from potential breeding locations northwest and southwest of the Dublin Ranch area. Because the primary dispersal areas for CRLF and the drainage area to the west have been enhanced by the TCMZ or could be enhanced, CRLF will not be isolated from areas to the west due to loss of upland dispersal habitat that is likely infrequently used by CRLF.

  Response: It is the City's consulting biologist's opinion that enhancement of occupied or potentially occupied habitat in the TCMZ and/or drainage on the northern edge of the site would not mitigate for the loss and fragmentation of CRLF dispersal habitat.

- Comment 4.1.36: Studies completed by HTH determined that Tassajara Creek itself is not potential breeding habitat for CTS. Therefore CTS larval studies were focused only on habitat in the Creek that approached breeding habitat, which is an existing ox-bow. No evidence of CTS breeding was found in the ox-bow or elsewhere in Tassajara Creek.

  Response: Current USFWS survey protocol typically includes both aquatic sampling and pitfall trapping. Pitfall trapping was not conducted adjacent to Tassajara Creek, so it has not been determined whether or not CTS were moving toward the stream. CTS were trapped at the southern end of the

traplines within approximately 300 feet of Tassajara Creek. It is possible that CTS reproduced in small numbers in Tassajara Creek during previous surveys and remained undetected.

According to the Dublin Ranch West Biotic Resources report (HTH 2002), adult CTS went undetected during surveys conducted in 1993, 1996, 1998, and 2001. However, based on all evidence in existing literature, there is a very low probability that CTS reproduce in Tassajara Creek, and we are dropping our recommendation that CTS larval aquatic surveys of Tassajara Creek be conducted.

- Comment 4.1.37: Based on flow studies completed by MacKay & Somps in Tassajara Creek, CTS do not breed in the Creek.

  Response: Observations of the Moller drainage in December 2002 made by the City's consulting biologist during a storm event indicated that this drainage experiences high flows. The presence of CTS within ten meters of both banks of the Moller drainage less than one mile upstream from its confluence with Tassajara Creek suggests that CTS may breed following high flows. In some dry years or after the high-flow season, suitable conditions may exist for successful CTS breeding in the stream, however there is a very low probability that CTS reproduce in Tassajara Creek, and the recommendation that CTS larval aquatic surveys of Tassajara Creek be conducted has been deleted.

- Comment 4.1.38: Based on information contained in the DSEIR, HTH Associates searched the California Natural Diversity Data Base for the possibility of CTS breeding in Tassajara Creek. No record was found that breeding occurred in a stream or natural drainage.

  Response: The City's consulting biologists observed adult CTS along both banks of the Moller tributary to Tassajara Creek in December 2002. The nearest aquatic habitat was stock ponds approximately one mile north and south of the stream. Based on this observation, it can be assumed that CTS likely breed in the Moller drainage following high flows.

  H.T. Harvey's assertion that CTS do not breed in stream or natural drainage habitats, based on their review of CNDDB records for Alameda and Contra Costa Counties, is partially lacking in scientific proof and objectivity. CNDDB records represent a volunteer reporting of survey results that have been conducted by numerous biologists over the course of many years, often employing diverse survey techniques that may or may not include surveys for larvae and may or may not have included surveys in "unsuitable" drainage habitat. Records in the CNDDB provide inconsistent data on location and habitat of the observed species and many lack a habitat description altogether. Information may or may not be available in these records explaining what type of survey was conducted (nocturnal flashlight survey, larval pitfall survey, funnel trap survey, incidental).

Of the 258 records H.T. Harvey reviewed for Contra Costa and Alameda Counties, 140 records documented evidence of breeding but only 29 of these records specifically mentioned CTS breeding in natural ponds while 109 records recorded breeding in artificial ponds. None of the 140 records indicated breeding occurred within streams or natural drainages, therefore H.T Harvey concluded that breeding in this habitat does not occur. Based on this type of reasoning, one could also conclude from this CNDDB data that CTS prefer breeding in artificially constructed ponds rather than *natural occurring pond habitat.*

Eighteen of the 258 CNDDB records from Alameda and Contra Costa indicate observations of adult CTS in habitats in and adjacent to natural drainage courses. There is no disputing that CTS are overwhelmingly associated with seasonal pond habitats for breeding purposes. However, there is simply not enough information about this species for consultants to decide if adult CTS observed adjacent to drainage habitat will or will not breed within such an environment. Despite the issue with using CNDDB records as scientific evidence in this case, the consultant biologist believes that the existing survey results for this species in the project vicinity suggests there is a very low probability that CTS reproduce in Tassajara Creek, and the recommendation that CTS larval aquatic surveys of Tassajara Creek be conducted is being deleted.

- Comment 4.1.39: Streams are not included as a primary constituent element for CTS breeding based on the USFWS's " Designation of Critical Habitat for the California Tiger Salamander."

  Response: Streams could be considered "other ephemeral or permanent water bodies that typically become inundated during winter rains and hold water for a sufficient length of time necessary for the species to complete the aquatic portion of its life cycle." However, recent evidence presented suggests that there is a very low probability that CTS reproduce in Tassajara Creek, and the DSEIR recommendation that CTS larval aquatic surveys of Tassajara Creek be conducted is being deleted.

- Comment 4.1.40: Exotic species known to have a significant negative effect on CTS by preying on eggs and larval salamanders include mosquitofish, bluegill and crayfish. All are found in high numbers in Tassajara Creek adjacent to the Project site.

  Response: According to the Dublin Ranch Tassajara Creek Conservation Habitat Management Plan (HTH 2003), there is a general lack of centrarchid fishes, crayfish, and bullfrogs within the Tassajara Creek Management Zone.

- Comment 4.1.41: Mainstream literature regarding CTS described breeding habitat as vernal pools, seasonal and perennial ponds and possibly quiet pools of streams, but no studies have indicated that streams with high winter flows such as Tassajara Creek provide suitable breeding habitat for CTS. The comment provided a number of references.

Response: This comment is noted.

- Comment 4.1.42: The commenter believed that the high flows in Tassajara Creek during the winter months and previous experience of the commenter, that Tassajara Creek does not provide suitable breeding habitat for CTS.

  Response: Based on the evidence presented, the City's biologist has concluded that there is a very low probability that CTS reproduce in Tassajara Creek, and the recommendation that CTS larval aquatic surveys of Tassajara Creek be conducted is being deleted.

- Comment 4.1.43: The commenter notes that there are a few areas where CRLF may exit the Project site from the Tassajara Creek riparian zone; however, most of the western bank is a vertical wall of over 20 feet, making it very difficult if not impossible for CRLF to access the Project site. Therefore, CRLF could not readily exit from known areas of frog residence in the Creek onto the Project site.

  Response: See responses to Comments 4.1.47 and 4.48 dealing with CRLF species.

- Comment 4.1.44: A recent study of habitat use by CRLF in coastal forest and grassland suggests that an essential component is the presence of concealing cover. This cover is necessary to protect frogs from desiccation and predation during periods of inactivity. Although ground squirrel burrows may provide some cover, the Project site lacks sufficient cover in the flat areas near Tassajara Creek that would be necessary for the kinds of upland habitat use and dispersal as described in the DSEIR. Dispersing frogs would therefore be subject to desiccation and predation due to lack of cover.

  Response: See response to comment 4.1.45.

- Comment 4.1.45: The study referenced in Comment 4.1.44 was conducted in Santa Cruz County where the risk of desiccation to CRLF is not as great as the East Bay. Based on personal experience with CRLF, the commenter has found a markedly higher tendency toward upland dispersal in mesic coastal areas than the dryer East Bay, such as the Project site.

  Response: The commenter's opinion is noted.

- Comment 4.1.46: If CRLF were present in the upland dispersal habitat as identified in the DSEIR, then individual frogs should have been detected in the trap array installed for the CTS along the western boundary of the Project site during the 2003—04 winter season. This argument is strengthened by the fact that 56 post-metamorphic frogs and 1,973 tadpoles were placed in Tassajara Creek during the summer of 2003 and these should have been intersected in the trap array when this became operational in October 2003. The only amphibians found in the trap array were CTS, yellow-eyed

salamanders and Pacific treefrogs, even though a large number of frogs and tadpoles were translocated only 350 feet from the trap array.

Response: It is not clear in the comment whether all 586 post-metamorphic frogs and 1,973 larvae were released at one point 350 feet from the trap array, or distributed throughout Tassajara Creek. Larvae probably experience high mortality rates. Estimated larvae survival rates to metamorphosis cited by the USFWS (2004) range from less than one percent to five percent. Based on these estimates, roughly 20 to 200 of the released larvae would survive through metamorphosis. Depending on where the release point(s) is located, it is unknown whether the released post-metamorphic frogs and those larvae surviving to metamorphosis would have encountered the trap array.

- Comment 4.1.47: The drainage on the northern edge of the site currently provides a dispersal corridor for CRLF that might disperse between Tassajara Creek and areas to the west of the Project site, such as Parks RFTA. In fact, CRLF are likely to use this drainage for dispersal far more than they would use the upland portion of the Project site due to a gentler slope out of the Tassajara Creek drainage, the presence of concealing cover within and near the drainage north of the site, and moisture within the drainage.

  Response: According to the USFWS, CRLF will make long-distance, straight-line, point-to-point movements rather than using corridors for moving between habitats. The USFWS also cites a study in Santa Cruz County where dispersing adult frogs moved without apparent regard to topography, vegetation type, or riparian corridors. This suggests that CRLF dispersing to or *from* populations to the west may move through any portion of the Dublin Ranch West site.

- Comment 4.1.48: In summary, the commenter expects CRLF in Tassajara Creek to leave the drainage and disperse onto or across upland areas west of the creek only on rare occasions, and the upland portions of the Project site do not represent important habitat for these species. Even if egress were not constrained by creek topography, adult CRLF would only be expected to leave the drainage for brief foraging bouts during the wet season and stay within the buffer zone near the Creek. The commenter does not believe the Project site is a migratory corridor between Tassajara Creek and known CRLF sites further west. The dry nature of the upland area of the Project site, the lack of concealing cover on the upland portion of the site, the high quality of CRLF habitat along Tassajara Creek itself and the lack of captures of CRLF dispersing across the upland by the CTS trapping array during the winter of 2003-04 lead to the conclusion that the proposed Project would not lead to a significant impact to CRLF.

  Response: The City's biologist agrees that juvenile CRLF disperse more widely over upland areas than adults. Juveniles were observed in heavily grazed grassland with minimal cover in the Eastern Dublin area in 2004, suggesting that CRLF juveniles disperse even when cover is poor. Poor cover on the

Dublin Ranch West site would not preclude CRLF from using it during dispersal. Also, although CRLF dispersing from Tassajara Creek to the west may face restricted access to the Dublin Ranch West site, those dispersing from the Camp Parks area to the east toward Tassajara Creek, and ultimately upstream or downstream, would encounter less-challenging topography.

RESOLUTION NO. 116 - 21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN ADDENDUM TO THE EASTERN DUBLIN ENVIRONMENTAL IMPACT REPORT AND THE 2005 DUBLIN RANCH WEST SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT, AND APPROVING THE WALLIS RANCH COMMUNITY PARK CONCEPTUAL PLAN (CIP NO. PK0421)

WHEREAS, the Wallis Ranch Community Park project, CIP No. PK0421, is located in the eastern portion of the City of Dublin for which the City of Dublin adopted the Eastern Dublin General Plan Amendment/Specific Plan to provide a planning framework for land uses, including recreational facilities and community parks; and

WHEREAS, on May 10, 1993, the City Council adopted Resolution No. 51-93, certifying the Addendum and the Final Environmental Impact Report for the Eastern Dublin General Plan Amendment and Specific plan ("Eastern Dublin EIR") pursuant to CEQA Guidelines, Section 15168 (SCH: 91103064); and

WHEREAS, on March 15, 2005, the City Council adopted Resolution No. 42-05 certifying the Supplemental Environmental Impact Report for the Dublin Ranch West Project, and adopting the mitigation findings, findings regarding alternatives, the Statement of Overriding Considerations, and the Mitigation Monitoring Program ("2005 Dublin Ranch West Supplemental EIR") pursuant to CEQA Guidelines, Section 15168 (SCH: 2003022082); and

WHEREAS, the proposed improvements at Wallis Ranch Community Park project include lighted sports courts (tennis, pickleball, and basketball), play areas, dog park, fitness area, restroom structures, open turf recreation area, picnic areas, parking, and landscaping; and

WHEREAS, consistent with the City of Dublin Parks and Recreation Master Plan, the project site would be developed as an "Active Community Park"; and

WHEREAS, the proposed project would not include facilities that would substantially increase the intensity of use at the project site or draw visitors from the surrounding region; and

WHEREAS, the City prepared an initial study checklist pursuant to Public Resources Code Section 21166, and CEQA Guidelines Sections 15162 and 15164, subdivision (a), to evaluate whether the proposed improvements would result in any new impacts or impacts that would be more severe than were evaluated and disclosed in the Eastern Dublin EIR and the 2005 Dublin Ranch West Supplemental EIR; and

WHEREAS, CEQA Guidelines Section 15164, subdivision (a) provides that the lead agency or a responsible agency shall prepare an addendum to a previously certified Environmental Impact Report (EIR) or Mitigated Negative Declaration (MND) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR or MND have occurred (CEQA Guidelines § 15164, subdivision (a)); and

WHEREAS, pursuant to the requirements of CEQA, the City prepared an Addendum for the project (the "Addendum") shown as **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the Addendum reflected the City's independent judgment and analysis of the potential environmental impacts of the proposed improvements for the Wallis Ranch Community Park project, and concluded that the project would not result in any new significant impacts or substantially increase the severity of any significant impacts identified in the Eastern Dublin EIR and the 2005 Dublin Ranch West Supplemental EIR, and no other CEQA standards for supplemental review are met; and

WHEREAS, the Addendum, checklist, and attached documents constitute substantial evidence supporting the conclusion that preparation of a subsequent MND is not required; and

WHEREAS, the City Council considered the Addendum and all above-referenced reports, recommendations, and testimony to evaluate the Wallis Ranch Community Park Conceptual Design.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Addendum to the Eastern Dublin Environmental Impact Report and the 2005 Dublin Ranch West Supplemental Environmental Impact Report (attached as **Exhibit A** and incorporated herein by reference).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Wallis Ranch Community Park Conceptual Design (attached as **Exhibit B** and incorporated herein by reference).

PASSED, APPROVED AND ADOPTED this 21st day of September 2021, by the following vote:

AYES: Councilmembers Hu, Josey, Kumagai, McCorriston and Mayor Hernandez

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
M. Hernandez
97C94F7A46A8461...
Mayor

ATTEST:

DocuSigned by:
Marsha Moore
9BB70815D22F40A...
City Clerk

Wallis Ranch Park Project

Addendum to the Eastern Dublin Environmental Impact Report and the 2005 Dublin Ranch West Supplemental Environmental Impact Report

September 7, 2021

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Table of Contents

Introduction 3

Background 5

Project Description 7

Environmental Setting 9

Environmental Checklist 11

Explanation of Environmental Checklist Responses 13

List of Figures

Figure 1: Regional Location 143

Figure 2: Aerial Photograph of Project Site and Surrounding Land Uses 144

Figure 3: Conceptual Park Plan – Alternative A 145

Figure 4: Conceptual Park Plan – Alternative B 146

Note: All figures are included at the end of the document.

List of Tables

Table A: Construction Vibration Damage Criteria 101

Table B: City of Dublin Land Use/Noise Compatibility Standards (dBA CNEL) 102

Table C: Typical Maximum Construction Equipment Noise Levels (Lmax) 105

Wallis Ranch Park Project
Addendum to the Eastern Dublin Environmental Impact Report and the 2005 Dublin Ranch West Supplemental Environmental Impact Report

Introduction

This Initial Study has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA) and assesses the potential environmental impacts of implementing the proposed project described below. The Initial Study consists of a completed environmental checklist and a brief explanation of the environmental topics addressed in the checklist.

Because the proposed project is generally based on the land use designations established by the City of Dublin General Plan, this Initial Study relies on a Program Environmental Impact Report (EIR) prepared for the Eastern Dublin General Plan Amendment (Eastern Extended Planning Area) and Eastern Dublin Specific Plan (Eastern Dublin EIR), [1] which evaluated the development of over 3,300 acres in the eastern part of the City. The Eastern Dublin EIR was certified by the City in 1993. Two addenda to the Eastern Dublin EIR were subsequently approved by the City.

In 2005, a Supplemental EIR (2005 SEIR) to the Eastern Dublin EIR was prepared for the Dublin Ranch West Project, also known Wallis Ranch, as well as other smaller properties adjacent to the Dublin Ranch West site. The Dublin Ranch West SEIR was certified by the City in 2005. The Dublin Ranch West SEIR analyzed annexation of the property to the City and the Dublin San Ramon Services District, as well as development of 1,034 residential units on the site. The City ultimately approved a total of 935 residential units.

In 2014, the City adopted an Addendum for the Wallis Ranch/Trumark Project (2014 Addendum), supported by an Initial Study checklist, to amend the previous land entitlements to allow for development of 809 residential units at various densities and product types, as well as parks, open space, public/semi-public uses and infrastructure improvements. The proposed development plan evaluated in the 2014 Addendum identified the location for a Neighborhood

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[1] *Dublin, City of. 1992. Final Environmental Impact Report, State Clearinghouse No. 91103064, Eastern Dublin General Plan Amendment and Specific Plan. December.*

Park in the southern portion of the site, adjacent to Tassajara Road; however, details regarding the proposed park design were not known or evaluated in the 2014 Addendum.

The subject of this Initial Study is the Wallis Ranch Park project, which includes construction and operation of proposed improvements on an approximately 9-acre site within the Wallis Ranch/Trumark residential development, located in eastern Dublin. Proposed improvements include lighted sports courts (tennis and pickleball), basketball courts, play areas, dog park, fitness area, restroom, open turf recreation area, picnic areas, parking, and landscaping.

Consistent with the City of Dublin Parks and Recreation Master Plan, the project site would be developed as an "Active Community Park," rather than a "Neighborhood Park" as designated in the prior environmental documents. However, the proposed project would not include facilities that would substantially increase the intensity of use at the project site or draw visitors from the surrounding region.

This Addendum, checklist, and attached supporting documents have been prepared to determine whether and to what extent the Eastern Dublin EIR and the 2005 SEIR prepared by the City of Dublin remain sufficient to address potential impacts of the proposed Wallis Ranch Park project, or whether additional documentation is required under California Environmental Quality Act (CEQA) (Public Resources Code [PRC], § 21000, et seq.).

Pursuant to Public Resources Code Section 21166, and CEQA Guidelines Sections 15162 and 15164, subdivision (a), the attached checklist has been prepared to evaluate the proposed project. The attached checklist uses the standard environmental checklist categories provided in Appendix G of the CEQA Guidelines. CEQA Guidelines Section 15164, subdivision (a) provides that the lead agency or a responsible agency shall prepare an addendum to a previously certified Environmental Impact Report (EIR) or MND if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR or MND have occurred (CEQA Guidelines § 15164, subd. (a)).

This Addendum, checklist, and attached documents constitute substantial evidence supporting the conclusion that preparation of a subsequent MND is not required prior to approval of the above-referenced permits by responsible and trustee agencies and provides the required documentation under CEQA.

Project Title

Wallis Ranch Park Project

Lead Agency Name and Address

City of Dublin
Public Works Department

100 Civic Plaza
Dublin, CA 94568

Contact Person and Phone Number

Rosemary Alex
Parks & Facilities Development Coordinator
Phone: 925/833-6630
rosemary.alex@dublin.ca.gov

Project Sponsor

City of Dublin

General Plan Designation

Neighborhood Park

Zoning

Planned Development (PD) Ordinance No. 11-14 and PD Ordinance No. 09-15

Project Approvals

The City proposes to approve the conceptual master plan for the Wallis Ranch Park Project.

Background

Project Location and Context

The proposed project site is in the City of Dublin, Alameda County, California and consists of an approximately 9-acre site within the Wallis Ranch/Trumark residential development, located in eastern Dublin (Assessor's Parcel Numbers [APNs]: 986-0045-018-00, 986-0045-017-00, and 986-0045-012-00). The project is located west of Tassajara Road, between Rutherford Road and Wallis Ranch Drive. Tassajara Creek bisects the site.

A conservation easement has been established on both sides of the creek to protect its value for open space, storm drainage facilities, and water quality treatment. Surrounding land uses include residential development to the north, undeveloped open space to the west and south, and Tassajara Road and Quarry Lane School to the east.

Figures 1 and 2 provide the Regional Location and Aerial Photograph of the Project Site and Surrounding Land Uses, respectively.

Prior Environmental Review Documents

The project has been included in several previous CEQA documents, as noted below.

Eastern Dublin General Plan Amendment and Eastern Dublin Specific Plan (State Clearinghouse No. 1991103064). A Program Environmental Impact Report for the Eastern Dublin General Plan Amendment (Eastern Extended Planning Area) and the Eastern Dublin Specific Plan (EDSP) was certified by the City Council in 1993 by Resolution No. 51-93. This document and its related Addenda collectively are referred to as the Eastern Dublin EIR. The Eastern Dublin EIR evaluated the following impacts:

> Land Use; Population, Employment and Housing; Traffic and Circulation; Community Services and Facilities; Sewer, Water and Storm Drainage; Soils, Geology and Seismicity; Biological Resources; Visual Resources; Cultural Resources; Noise; Air Quality; and Fiscal Considerations.

The City adopted a Statement of Overriding Considerations (Resolution No. 53–93) for the following impacts:

> Cumulative loss of agriculture and open space land, cumulative traffic, extension of certain community facilities (natural gas, electric and telephone service), consumption of non - renewable natural resources, increases in energy uses through increased water treatment and disposal and through operation of the water distribution system, inducement of substantial growth and concentration of population, earthquake ground shaking, loss or degradation of botanically sensitive habitat, regional air quality, noise and alteration of visual character.

The Eastern Dublin EIR was challenged in court and was found to be legally adequate. Two addenda documents to the Eastern Dublin EIR have been approved by the City as described above.

Dublin Ranch West Supplemental EIR (State Clearinghouse No. 200322082). In 2005, a Supplemental EIR (SEIR) to the Eastern Dublin EIR was prepared for the Dublin Ranch West Project, also known as Wallis Ranch, as well as other smaller properties adjacent to the Dublin Ranch West project site. The Dublin Ranch West SEIR was certified by the City on March 15, 205 by City Council Resolution No. 42-05. The Dublin Ranch West SEIR analyzed annexation of the property to the City of Dublin and Dublin San Ramon Services District (DSRSD), amendments to the Dublin General Plan and Eastern Dublin Specific Plan, a Planned Development (PD) prezoning, and Stage 1 Development Plan. Following certification of the Dublin Ranch West SEIR, the City approved a PD rezoning with related Stage 2 Development Plan for the site, a Site Development Review (SDR) permit, a vesting tentative subdivision map, and a Development Agreement.

The Dublin Ranch West SEIR analyzed traffic and transportation, as well as the other environmental impacts associated with development of 1,034 residential units on the site, although the City ultimately approved 935 residential units. The Dublin Ranch West SEIR determined that the project would exceed Bay Area Air Quality Management District air quality standards, resulting in significant and unavoidable impacts on a project and cumulative level.

Wallis Ranch/Trumark Addendum (2014 Addendum). An Addendum, supported by an Initial Study checklist, was prepared to amend the previous land entitlements to allow for development of 809 residential units at various densities and product types, as well as parks, open space, public/semi-public uses and infrastructure improvements. The 2014 Addendum and related Statement of Overriding Considerations was adopted by City Council Resolution No. 67-14 on May 20, 2014. The proposed development plan evaluated in the Wallis Ranch/Trumark Addendum identified the location for a Neighborhood Park in the southern portion of the site, adjacent to Tassajara Road.

Project Description

The City of Dublin proposes to construct and operate a new community park near the Wallis Ranch development in Eastern Dublin. The proposed project elements, construction methodology and operation and maintenance activities for the park are described below.

Project Elements

In spring 2021, the City, working with Callander Associates, began a community-based design process for the future park at Wallis Ranch. The planning process included several public meetings and an online survey to obtain feedback from the community regarding the features that were desired for a future park near the Wallis Ranch community. Based on the community outreach process, priority amenities identified for inclusion at the park include: lighted tennis facility, pickleball courts, a dog park, and a restroom. Other proposed facilities include play areas, walking paths, turf open space, and basketball courts. The community process has resulted in two conceptual designs (Figures 3A and 3B), which include the following community-identified improvements:

Lighted Sports Courts. The Lighted Sports Courts area would be located along Tassajara Road and would include tennis and pickleball courts. Courts would be lit for evening use. The lighting would be set on a timer and would automatically turn off at 10:00 p.m. A new restroom would be installed near the Lighted Sports Courts. Parking for the Lighted Sports Courts would be from a new 20-25 car parking area along Rutherford Drive. Basketball courts would also be provided either adjacent to the Lighted Sports Courts or across Rutherford Drive.

Dog Park. A Dog Park would be provided either at the south end of the park near the Tassajara Road/Rutherford Drive intersection or in the northern portion of the park, west of Tassajara

Creek. The area would be fenced to allow voice-controlled dogs to be off leash. The dog park would be separated to allow for rotation of turf maintenance. Infrastructure would also be provided (e.g. water).

Open Turf Recreation Area. An open turf area would be provided in the northern portion of the project site between Wallis Ranch Drive and Rutherford Drive. It would be accessed via an entry plaza and pedestrian walkways connecting it to other park elements. This area would be used as an open, flexible space for passive recreation use (such as picnicking), as well as active recreation. Designated picnic areas would also be provided within the park site to accommodate group gatherings.

Tot Play Area/Youth Play Area. Play areas are proposed either at the northernmost boundary of the project site (Alternative A) or adjacent to the Lighted Sports Complex (Alternative B). The proposed tot playground would be geared toward children aged 2-5 and would be enclosed with a 4-foot-tall fence. Another play area would be provided for children aged 5-12 .

Parking and Circulation. Consistent with City of Dublin standards, a small parking area 20-25stalls) would be provided off of Rutherford Drive north of the proposed Lighted Sports Courts. On-street parking would also be available.

The majority of the proposed park would be located along the west side of Tassajara Road, south of Tassajara Creek. Access to the park would be provided via Wallis Ranch Drive and Rutherford Drive from Tassajara Road. The proposed project would also provide pedestrian and bicycle pathways to connect the various park improvements.

Lighting. Additional LED pathway safety lighting, fixtures, and poles would be installed along pathways and parking lots for security lighting. As described above, new lights at the sports courts would also be installed to accommodate evening use. Consistent with City of Dublin Municipal Code Chapter 8.40, court lighting would not exceed a maximum height of 20 feet and would be direct downward to minimize spillover onto adjacent properties. Lights would be placed on a timed controller and would not be used past the hour of 10:00 p.m.

Landscaping and Trees. Trees, shrubs, and groundcovers would be used throughout the park. The exact species have not yet been determined, but most would be either native species or drought tolerant species for water conservation. The turf grass areas would require typical maintenance such as fertilizer and irrigation. An automatic irrigation system would be designed to minimize water use and be adapted to weather conditions.

Utilities and Stormwater. The proposed project would connect to existing utility infrastructure in the project area. Water and sewer mains are located along Tassajara Road. In compliance with the C.3 Provisions of the Municipal Regional Permit, stormwater collection and treatment

systems such a swales, detention basins and storm drain lines would be included to address drainage within the project site.

Construction

Construction is anticipated to commence in spring 2022 and would extend for approximately 8 months. Construction would require use of typical construction equipment for grading the site and installing park facilities. Construction would occur daily during daylight hours, from approximately 7:30 a.m. to 5:00 p.m. Construction staging would occur on the project site. Construction workers, equipment and deliveries would access the site via Tassajara Road. Cut and fill from project grading would be balanced on-site.

Operation and Maintenance

The proposed project would be open daily to informal use, including picnicking, walking, jogging, bicycling, and use of general park facilities. Like most of the City's parks, the proposed park would be open from sunrise until one hour after sunset. The lighted court would close at 10:00 p.m.

The City of Dublin Public Works Department would manage the design and construction of the proposed park, as well as ongoing maintenance and operations. Maintenance activities would be performed by the City's contracted service provider. Maintenance activities would include mowing, facility cleaning, vegetation management, and maintenance of recreation facilities.

Environmental Setting

Project Site and Existing Facilities

As described above, the project site encompasses 8.75 acres of land on three parcels within the Wallis Ranch residential development. All three parcels are currently undeveloped and have been rough graded. Topography of the site is relatively flat with views of the hillsides to the west.

Tassajara Creek and its associated riparian woodland bisects the project site. The creek corridor is protected by an existing conservation easement. Two bridge crossings of Tassajara Creek were constructed as part of the residential development project, which provide vehicular connections to the park parcels. Consistent with the prior environmental documents, barriers have been installed along the boundaries of the riparian corridor to prevent intrusion into the protected area and to prevent migration of sensitive wildlife into the development area.

Street trees and other landscape plantings, sidewalk improvements, and street lights line Tassajara Road, Wallis Ranch Road, and Rutherford Drive, which border the project site. A sculptural element has been installed at the intersection of Tassajara Road and Rutherford

Drive and various entry elements have also been installed at the intersection of Tassajara Road and Wallis Ranch Road. These elements would be retained and have been incorporated into the project design.

Surrounding Land Uses

As shown in Figure 2, surrounding land uses include residential development to the north, undeveloped open space to the west and south, and Tassajara Road and Quarry Lane School to the east.

Environmental Checklist

Environmental Factors Potentially Affected by the Project

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Agricultural and Forestry Resources		Air Quality
	Biological Resources		Cultural Resources		Energy
	Geology / Soils		Greenhouse Gas Emissions		Hazards & Hazardous Materials
	Hydrology / Water Quality		Land Use / Planning		Mineral Resources
	Noise		Population / Housing		Public Services
	Recreation		Transportation / Traffic		Tribal Cultural Resources
	Utilities / Service Systems		Wildfire		Mandatory Findings of Significance

Determination

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there **will not** be any new or substantially more significant effect in this case because all potentially significant effects: (a) have been analyzed adequately in earlier CEQA documents pursuant to applicable standards; and (b)have been avoided or mitigated pursuant to those earlier CEQA documents, including revisions or mitigation measures that are imposed on the proposed Project, except for those impacts which were identified as significant and unavoidable and for which Statements of Overriding Considerations were previously adopted by the City. **An Addendum to the Eastern Dublin Environmental Impact Report, and the 2005 Dublin Ranch West Supplemental Environmental Impact Report will be prepared.**	X
I find that the proposed project MAY have a significant effect on the environment and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a potentially significant or a potentially significant unless mitigated impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

CITY OF DUBLIN

Andrew C Russell

Andrew C. Russell, Public Works Director

Name, Title

September 8, 2021

Date

Explanation of Environmental Checklist Responses

Aesthetics

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
1. AESTHETICS. Would the project:				
a. Have a substantial adverse effect on a scenic vista?				X
b. Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c. Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				X
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X

Environmental Setting

The project site is located in Dublin, within the proposed Wallis Ranch development. The project site consists of three parcels and is bounded to the west by undeveloped hillsides, to the north and east by residential development, to the east by Tassajara Road and to the south by undeveloped open space. All three parcels are currently undeveloped. Topography of the site is relatively flat with views of the hillsides to the west. Due to intervening development and site topography, scenic vistas from the project site are limited.

Tassajara Creek and its associated riparian woodland bisects the project site. The creek corridor is protected by an existing conservation easement; therefore, trees and other vegetation within this area would be preserved. Street trees and other landscape plantings line Tassajara Road, Wallis Ranch Road, and Rutherford Drive, which border the project site.

The project site is located in a developed area. Streetlights, vehicle head and tail lights on area roadways, and lighting associated with adjacent development are the existing sources of light and glare in the project area.

Regulatory Framework

State Regulations

State Scenic Highways Program

The California Department of Transportation's (Caltrans) Landscape Architecture Program administers the Scenic Highway Program contained in the Streets and Highways Code, Sections 260–263. The purpose of the program is to protect and enhance the natural scenic beauty of California highways and adjacent corridors through special classifications. State Highways are classified as either Officially Listed or Eligible. A highway may be designated scenic based on the visibility of the natural landscape to travelers, the scenic quality of the landscape, and the extent to which development intrudes upon the traveler's enjoyment of the view. According to Caltrans' California Scenic Highway Mapping System, the closest officially designated State scenic highway to the project area and project site is I-580.

Local Regulations

City of Dublin General Plan

As described in the Circulation and Scenic Highways Element of the City of Dublin General Plan, I-580, I-680, and Tassajara Road were designated as scenic routes by Alameda County in 1966. Per the City of Dublin General Plan policies, design review would be required for all projects visible from a designated scenic route in order to enhance a positive image of Dublin as seen by through travelers. The following policies related to visual resources are applicable to the proposed project:

> **Implementing Policy 5.7.1.A.1.** Exercise design review of all projects visible from a designated scenic route.
>
> **Implementing Policy 5.7.1.A.2.** Implement the Eastern Dublin Scenic Corridors Policies and Standards for projects within the Eastern Extended Planning Area.

City of Dublin Municipal Code

Chapter 8.104, Site Development Review, of the City of Dublin Municipal Code establishes the procedure for approving, conditionally approving, or denying Site Development Review permits to promote orderly, attractive and harmonious development for new development projects that are compatible with surrounding properties and neighborhoods. Adopted Site Development Review Guidelines are used to guide Site Development Review applications.

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified potentially significant impacts related to standardized tract development, obscuring distinctive natural features, alteration of hillsides, ridges, and watercourses, alteration of Dublin's visual identity as a freestanding city, scenic vistas, and scenic routes. All of these impacts were determined to be less than significant with implementation of mitigation measures identified in the Eastern Dublin EIR. The Eastern Dublin EIR determined that impacts associated with the alteration of the rural/open space visual character of the project area and alteration of the visual character of the flatlands would be significant and unavoidable. The following mitigation measures would apply to the proposed project:

MM 3.8/1.0 Establish a visually distinctive community which preserves the character of the natural landscape by protecting key visual elements and maintaining views from major travel corridors and public spaces.

MM 3.8/2.0 Implement the land use plan for the Project site which emphasizes retention of the predominant natural features, such as ridgelines and watercourses, and sense of openness that characterize eastern Dublin.

MM 3.8/3.0 Preserve the natural open beauty of the hills and other important visual resources, such as creeks and major stands of vegetation.

MM 3.8/4.0 Visual impacts of extensive grading shall be reduced by sensitive engineering design, by using gradual transition from graded areas to natural slopes and by revegetation.

MM 3.8/4.1 Alterations of existing natural contours shall be minimized. Grading shall maintain the natural topography as much as possible. Grading beyond actual development areas shall be for remedial purposes only.

MM 3.8/4.4 Graded slopes shall be re-contoured to resemble existing landforms in the immediate area. Cut and graded slopes shall be revegetated with native vegetation suitable to hillside environments.

MM 3.8/4.5 The height of cut and fill slopes shall be minimized to the greatest degree possible. Grades for cut and fill slopes should be 3:1 or less whenever feasible.

MM 3.8/5.1 Structures shall not be located where they would obstruct scenic views or appear to extend above an identified scenic ridgetop (i.e., silhouetted) when viewed from designated scenic routes.

MM 3.8/6.0 Tassajara Creek and other stream corridors are visual features that have special scenic value for the planning area. The visual character of these corridors should be protected from unnecessary alteration or disturbance and adjoining development should be sites to maintain visual access to the stream corridors.

MM 3.8/7.0 Preserve views of designated open space areas.

MM 3.8/8.1 The City should require that projects with potential impacts on scenic corridors to submit a detailed visual analysis with development project application. Applicants will be required to submit graphic simulations and/or section drawn from affected travel corridors through the parcel in question, representing typical views of the parcel from scenic routes. The graphic depiction of the location and massing of the structure and associated landscaping can then be used to adjust the project design to minimize the visual impacts.

Dublin Ranch West SEIR

Aesthetics were addressed in the Initial Study for the SEIR. No potentially significant aesthetic impacts or mitigation measures were identified.

2014 Addendum

No new or more severe impacts related to visual resources than were previously analyzed in the prior environmental documents were identified in the 2014 Addendum. The 2014 Addendum determined that with adherence to the mitigation measures identified in the Eastern Dublin EIR and the visual policies contained in the Eastern Dublin Specific Plan, no new impacts would occur.

Project Impacts and Mitigation Measures

(a) Scenic vistas, views

No New Impact. A scenic vista is defined as a viewpoint that provides expansive views of a highly valued landscape for the benefit of the general public. According to the Eastern Dublin Specific Plan, views within the planning area are dominated by rolling hills. Long-range views of scenic vistas are available from the flatlands near I-580 and higher elevations; however, topographic conditions create vistas which are constrained. As described above, the project site is relatively flat and the surrounding area is largely developed with residential uses allowing for limited views of the surrounding landscape. However, the hillsides to the west can be seen from the project site.

The proposed project would result in the development of the project area with a park. Visible elements of the proposed project would include the lighted sports courts, basketball courts, play areas, turf area, walkways, landscaping and lighting. Proposed improvements would not include any tall structures or landscaping that would reduce, obstruct, or degrade scenic vistas. The most evident new feature within the viewshed would be the sports courts lights, which would extend approximately 20 feet high. These poles would be visible around the perimeter of the courts during daytime hours. However, due to their slender, vertical appearance, they would not be of such physical prominence that their presence would significantly affect a scenic vista. In addition, the sports courts would be located adjacent to Tassajara Road and proposed lights would be consistent in visual character with existing street lighting.

Construction activities would be visible from adjacent uses and public roadways. However, the equipment required for construction would only be visible temporarily.

The Eastern Dublin EIR determined that implementation of the Eastern Dublin Specific Plan would alter the character of existing scenic vistas and potentially obscure important sightlines (Impact 3.8/I). With implementation of Mitigation Measure 3.8/7.0, which requires the City to preserve views of designated open space areas and to complete a visual assessment and guidelines for the Eastern Dublin area, this impact was reduced to a less-than-significant level.

The proposed project would include development of park improvements in the same location as was previously analyzed in the Dublin Ranch West SEIR and the 2014 Addendum. As described above, upon completion, project elements would be at grade or low-standing (e.g., up to 20 feet tall). The mitigation measures identified in the Eastern Dublin EIR and the visual policies in the Eastern Dublin Specific Plan would apply to the proposed project. Therefore, impacts associated with the proposed project would not result in new impacts to scenic vistas or substantially increase the severity of impacts analyzed in the prior environmental documents. No additional analysis is required.

(b) Scenic resources

No New Impact. No designated State scenic highways are located near the project site. The nearest eligible State scenic highway to the project area is I-580, which is approximately 1.7 miles south of the project site. However, Tassajara Road, which borders the site to the east has been designated as a scenic route by Alameda County.

Implementation of the project would not substantially damage scenic resources within view of a scenic route. The majority of improvements would be at-grade and would not impair scenic views and the natural vegetation associated with Tassajara Creek would be preserved. New landscaping and turf areas would be provided as part of project improvements.

The Eastern Dublin EIR determined that implementation of the Eastern Dublin Specific Plan had the potential to alter visual resources along scenic routes, including Tassajara Road (Impact

3.8/J). With implementation of Mitigation Measure 3.8/8.0 and 8.1 which requires the City to adopt scenic corridor policies and review procedures for projects within the scenic corridor viewshed and to require a detailed visual analysis for projects with potential impacts on scenic corridors, this impact was determined to be less than significant.

The proposed project would include development of park improvements in the same location as was previously analyzed in the Dublin Ranch West SEIR and the 2014 Addendum. No substantial damage to scenic resources within a scenic corridor would occur as a result of implementation of the proposed project. The mitigation measures identified in the Eastern Dublin EIR and the visual policies in the Eastern Dublin Specific Plan would apply to the proposed project. Therefore, impacts associated with the proposed project would not result in new impacts to scenic routes or substantially increase the severity of impacts analyzed in the prior environmental documents. No additional analysis is required.

(c) Substantially degrade the visual character of public views of the site or surrounding area

No New Impact. Goals and policies in the Eastern Dublin Specific Plan promote the preservation of the City's rural and natural character and the regulation of development in rural areas. The project site is located in an area designated for park uses and surrounded by residential development and undeveloped open space areas. Implementation of the proposed project would provide a park to serve this residential area.

Development of the proposed project would change the existing visual character of the project area and vicinity by developing the existing vacant land into a community park. The proposed project would result in the development of public open space areas, including walkways, picnic areas, recreation facilities (e.g., courts, play areas), and landscaping, enhancing the visual character of the project site. Proposed improvements would generally be at-grade or low-standing. The proposed project would preserve existing visual features on the project site (e.g., sculpture at the intersection of Tassajara Road and Rutherford Drive, Tassajara Creek riparian corridor) and provide new visual elements (e.g., entries, landscaping) to enhance and complement park improvements.

As described above, the Eastern Dublin EIR determined that the substantial alteration of the existing rural and open space qualities that characterize Eastern Dublin (Impact 3.8/B) would result in a significant unavoidable impact despite implementation of Mitigation Measure 3.8/2.

The proposed project would include development of a community park on the same site as was previously analyzed in the Dublin Ranch West SEIR and the 2014 Addendum. The proposed project would preserve the Tassajara Creek corridor, consistent with the requirements of the conservation easement and would improve the visual quality and character of the project area through development of recreation improvements and open space areas. Therefore, impacts associated with the proposed project would not result in new impacts or substantially increase

the severity of impacts analyzed in the prior environmental documents. No additional analysis is required.

(d) Create a new source of substantial light or glare

No New Impact. Streetlights, vehicle head and taillights on area roadways, and lighting associated with adjacent development are the existing sources of light and glare in the vicinity of the project site. The proposed project would include development of a community park on an existing undeveloped site. Park hours would be from dawn until dusk, with courts with lighting having extended hours until 10:00 p.m. Lights would be placed on a timed controller and would not be used past the hour of 10:00 p.m.

Chapter 8.40 of the City of Dublin Municipal Code requires that court lighting shall not exceed a maximum height of 20 feet and lighting shall be shielded or recessed so that light, glare, and reflections are confined to the maximum extent feasible within the boundaries of the site. Consistent with the policies outlined in the City's Municipal Code, each light fixture would be directed downward and away from adjoining properties, so that no on-site light fixture would directly illuminate any off-site areas. Further, proposed lighting would be confined to a small area of the park, adjacent to Tassajara Road and away from existing residential development.

Light and glare impacts were not identified in the Eastern Dublin EIR; however, the Initial Study for the Dublin Ranch West SEIR determined that additional light sources associated with development (e.g., streetlights, building and security lighting) would be less than significant. Consistent with the findings of the prior environmental documents, the proposed project would be required to comply with the City development requirements and standard conditions of approval as part of the review process to prevent light spillover from the project site. With adherence to these requirements, the proposed project would not create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area. No new impacts or substantially more severe significant impacts would result with implementation of the proposed project. No additional analysis is required.

Source(s)

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Dublin, City of. 2017. City of Dublin General Plan, Adopted February 11, 1985 (Amended as of November 21, 2017).

Haag, Jerry. 2004. Dublin Ranch West Project, Final Supplemental Environmental Impact Report. November.

Haag, Jerry. 2014. Wallis Ranch/Trumark Project PLPA 2013-00035, Initial Study. April 22.

Wallace Roberts & Todd. 2016. Eastern Dublin Specific Plan. January 7, 1994 (Updated September 20, 2016).

Wallace Roberts & Todd. 1992. Final Environmental Impact Report, State Clearinghouse Number 91103064m Eastern Dublin General Plan Amendment and Specific Plan. December 7.

Agricultural and Forestry Resources

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
2. AGRICULTURE RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?				X
d. Result in the loss of forest land or conversion of forest land to non-forest use?				X
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

Environmental Setting

The project site is not used for agricultural production and is not designated Prime Farmland, Unique Farmland, or Farmland of Statewide Importance on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency. The surrounding area is characterized by residential uses.

The Farmland Mapping and Monitoring Program categorizes the project site as Grazing Land. Grazing Land is defined as land on which the existing vegetation is suited to the grazing of livestock.

No forest land exists on the project site; however, riparian woodland is located within the Tassajara Creek corridor that bisects the project site.

Regulatory Framework

State Regulations

California Department of Conservation Farmland Mapping and Monitoring Program

The California Department of Conservation (DOC) manages the Farmland Mapping and Monitoring Program to assess the location, quality, and quantity of agricultural lands and conversion of these lands over time. In each county, the land is analyzed for soil and irrigation quality, and the highest quality land is designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Based on the results of these analyses, the DOC issues maps every two years with the use of a computer mapping system, aerial imagery, public review, and field reconnaissance.

Williamson Act

The Williamson Act, also known as the California Land Conservation Act of 1965, enables local governments and private landowners to enter into contracts that restrict specific parcels of land to agricultural or related open space use. As a result, landowners receive reduced property tax assessments because they are based upon farming and open space uses rather than market value.

Local Regulations

City of Dublin General Plan

Section 7.6 of the General Plan outlines policies and programs related to agricultural lands. The following policies related to agriculture are applicable to the proposed project:

> **Guiding Policy 7.6.1.A.1.** Prevent the premature urbanization of agricultural lands.
>
> **Implementing Policy 7.6.1.B.1**. Approval of urban development shall require findings that the land is suitable for the proposed use and will have adequate urban services and that conversion to an urban use will not have significant adverse effects on adjoining lands remaining under Williamson Act contract.

Eastern Dublin Specific Plan

Section 6.2 of the Eastern Dublin Specific Plan outlines policies and programs related to open space. The following policies related to agriculture are applicable to the proposed project:

> **Policy 6-2:** Locate development so that large, continuous open space areas/corridors are preserved. Avoid creating open space islands. Encourage single loaded streets in areas adjacent to open space, rural residential, and agricultural lands.

Policy 6-7: All Rural Residential/Agriculture (RR/A) areas shall be kept primarily undeveloped. If possible, allowable development in these areas should be transferred to other residential development areas and the future use of the land restricted to open space uses. If development does occur within RR designated areas, it should be located in the least visible portion of the development site and situated to preserve the area's value as open space and wildlife habitat.

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified less than significant impacts related to discontinuation of agricultural uses, loss of farmlands of local importance, indirect impacts resulting from non-renewal of Williamson Act contracts, and conversion of non-urban lands. Although the Eastern Dublin EIR determined that the loss of agricultural uses within the Eastern Dublin Area was less than significant, the Eastern Dublin EIR identified the cumulative loss of agricultural lands and open space as a significant unavoidable impact and adopted a Statement of Overriding Considerations for this impact.

Dublin Ranch West SEIR

Agricultural resources were addressed in Chapter 4.1 of the Dublin Ranch West SEIR. No additional significant impacts to agricultural resources were identified.

2014 Addendum

No new or more severe impacts related to agricultural resources than were previously analyzed in the prior environmental documents were identified in the 2014 Addendum. The 2014 Addendum determined that the Wallis Ranch/Trumark Project would continue to contribute to cumulative loss of agricultural land and open space, which was identified as a significant and unavoidable impact in the Eastern Dublin EIR (Impact 3.1/F).

Project Impacts and Mitigation Measures

(a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (farmland)

No New Impact. As described above, the project site is not used for agricultural production and is not designated Prime Farmland, Unique Farmland, or Farmland of Statewide Importance Therefore, the proposed project would not convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance, or any other type of farmland to non-agricultural uses. No new impacts or substantially more severe significant impacts to Prime Farmland, Unique Farmland, or Farmland of Statewide Importance would occur. No additional analysis is required.

(b) Conflict with existing zoning for agricultural use or a William Act contract

No New Impact. The project site is currently classified as Planned Development (PD) Ordinance No. 07-03 on the City's Zoning Map. The project site is not currently used for agricultural purposes, not zoned for agricultural uses, and is not protected by, or eligible for, a Williamson Act contract. Therefore, the proposed project would not conflict with existing zoning or Williamson Act contracts. No new or substantially more severe significant impacts to farmland or zoning beyond what has been analyzed in the prior environmental documents would occur. No additional analysis is required.

(c) Conversion of land from Farmland or forest use

No New Impact. As described above, the project site is zoned is currently classified as Planned Development (PD) Ordinance No. 11-14 and PD Ordinance No. 09-15 on the City's Zoning Map. Neither the project site nor the surrounding area is zoned for agricultural use, forest land, timberland, or timberland production. Therefore, no new or substantially more severe significant impacts to farmland beyond what has been analyzed in the prior environmental documents would occur. No additional analysis is required.

(d) Result in loss of forest land or conversion of forest

No New Impact. No forest or timberland exists on the project site or in the surrounding area. Therefore, the proposed project would not result in the loss of forest land or the conversion of forest land to non-forest use. Therefore, no new or substantially more severe significant impacts to forest land beyond what has been analyzed in the prior environmental documents would occur. No additional analysis is required.

(e) Conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use

No New Impact. None of the project parcels are currently used as farmland or forest land. The proposed project would not result in the conversion of farmland on or off the project site to non-agricultural uses because there are no agricultural uses on or in the immediate vicinity of the project site. Likewise, the proposed project would not result in impacts related to changes in the existing environment that could result in the conversion of agricultural land to non-agricultural uses. Therefore, no new or substantially more severe significant impacts related to conversion of farmland or forest land beyond what has been analyzed in the prior environmental documents would occur. No additional analysis is required.

Source(s)

California Department of Conservation (DOC). California Farmland Conservancy. California Important Farmland Finder. Website: maps.conservation.ca.gov/dlrp/ciff/ (accessed June 24, 2021).

Dublin, City of. 2017. City of Dublin General Plan, Adopted February 11, 1985 (Amended as of November 21, 2017).

Haag, Jerry. 2004. Dublin Ranch West Project, Final Supplemental Environmental Impact Report. November.

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Wallace Roberts & Todd. 1992. Final Environmental Impact Report, State Clearinghouse Number 91103064m Eastern Dublin General Plan Amendment and Specific Plan. December 7.

Air Quality

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?				X
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?				X
c. Expose sensitive receptors to substantial pollutant concentrations?				X
d. Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?				X

Environmental Setting

The proposed project is located in the City of Dublin, and is within the jurisdiction of the Bay Area Air Quality Management District (BAAQMD), which regulates air quality in the San Francisco Bay Area. Air quality conditions in the San Francisco Bay Area have improved significantly since the BAAQMD was created in 1955. Ambient concentrations of air pollutants and the number of days during which the region exceeds air quality standards have fallen substantially. In Dublin, and the rest of the air basin, exceedances of air quality standards occur primarily during meteorological conditions conducive to high pollution levels, such as cold, windless winter nights or hot, sunny summer afternoons.

Within the BAAQMD, ambient air quality standards for ozone, carbon monoxide (CO), nitrogen dioxide (NO_2), sulfur dioxide (SO_2), particulate matter (PM_{10}, $PM_{2.5}$), and lead (Pb) have been set by both the State of California and the federal government. The State has also set standards for sulfate and visibility. The BAAQMD is under State non-attainment status for ozone and particulate matter standards. The BAAQMD is classified as non-attainment for the federal ozone 8-hour standard and non-attainment for the federal $PM_{2.5}$ 24-hour standard.

Regulatory Framework

Local and Regional Regulations

Bay Area Air Quality Management District

The BAAQMD seeks to attain and maintain air quality conditions in the San Francisco Bay Area Air Basin through a comprehensive program of planning, regulation, enforcement, technical innovation, and education. The clean air strategy includes the preparation of plans for the attainment of ambient air quality standards, adoption and enforcement of rules and regulations, and issuance of permits for stationary sources. The BAAQMD also inspects stationary sources and responds to citizen complaints, monitors ambient air quality and meteorological conditions, and implements programs and regulations required by law.

The BAAQMD *CEQA Air Quality Guidelines* were prepared to assist in the evaluation of air quality impacts of projects and plans proposed within the Bay Area. The guidelines provide recommended procedures for evaluating potential air impacts during the environmental review process, consistent with CEQA requirements, and include recommended thresholds of significance, mitigation measures, and background air quality information. They also include recommended assessment methodologies for air toxics, odors, and greenhouse gas (GHG) emissions.

The BAAQMD's Clean Air Plan guides the region's air quality planning efforts to attain the California ambient air quality standards. The BAAQMD 2017 Clean Air Plan, which was adopted on April 19, 2017, by the BAAQMD Board of Directors, is the current Clean Air Plan, which contains district-wide control measures to reduce ozone precursor emissions (i.e., reactive organic gases [ROG] and nitrogen oxides [NO_x]), particulate matter, and greenhouse gas emissions.

City of Dublin General Plan

Section 7.5 of the General Plan outlines policies and programs related to air quality. The following policies related to agriculture are applicable to the proposed project:

> **Implementing Policy 7.5.1.A.2.** Require an air quality analysis for new development projects that could generate significant air emissions on a project and cumulative level. Air quality analyses shall include specific feasible measures to reduce anticipated air quality emissions to a less-than-significant California Environmental Quality Act (CEQA) level.

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified potentially significant impacts related to dust and construction equipment/vehicle emissions during construction, mobile source emissions, and

stationary source emissions. Mitigation measures were identified to reduce all air quality impacts; however, even with implementation of mitigation, impacts associated with construction equipment/vehicle emissions, mobile source emissions and stationary source were determined to be significant and unavoidable. The following mitigation measures would apply to the proposed project:

MM 3.11/1.0 The City of Dublin shall:

- Require watering in late morning and at the end of the day; the frequency of watering should increase if wind speeds exceed 15 miles per hour (mph). Watering should include all excavated and graded areas and material to be transported off-site. Use recycled or other non-potable water resources where feasible.
- Require daily cleanup of mud and dust carried onto street surfaces by construction vehicles.
- Require excavation haul trucks to use tarpaulins or other effective covers.
- Require that, upon completion of construction, measures shall be taken to reduce wind erosion. Replanting and repaving should be completed as soon as possible
- Require that unnecessary idling of construction equipment is avoided.
- Require that, after grading is completed, fugitive dust on exposed soil surface shall be controlled using the following methods:
    - All inactive portions of the construction site should be seeded and watered until grass growth is evident.
    - Require that all portions of the site shall be sufficiently watered to prevent excessive amounts of dust.
    - Require that, at all times, the following procedures should be followed:
        - On-site vehicle speed shall be limited to 15 mph.
        - Use of petroleum-based palliative shall meet the road oil requirements of the Air Quality District. Non-petroleum-based tackifiers may be required by the Public Works Director.
        - The Public Works Department will handle dust complaints. The Public Works Director may require the services of an air quality consultant to advise the City of the severity of the dust problem and additional ways to mitigate

impacts on residents, including temporarily halting project construction. Dust concerns in adjoining communities, as well as the City of Dublin shall be controlled. Control measures shall be related to wind conditions. Air quality monitoring ONM levels shall be provided as directed by the Public Works Director in Dublin.

MM 3.11/2.0 Minimize construction interference with regional non-project traffic movement by:

- Scheduling receipt of construction materials to non-peak travel periods.
- Routing construction traffic through areas of least impact sensitivity.
- Limiting lane closures and detours to off-peak periods.
- Providing ride-share incentives for contractor and subcontractor personnel.

MM 3.11/3.0 Require emissions control from on-site equipment through a routine mandatory program of low-emissions tune-ups.

MM 3.11/4.0 Require preparation of a construction impact reduction plan that incorporates all proposed air quality mitigation strategies with clearly defined responsibilities for plan implementation and supervision.

MM 3.11/12.0 Stationary source emissions associated with Project development should also be minimized where feasible to reduce overall cumulative impacts. Minimum energy conservation standards are established in Title 24 of the California Code of Regulations. Design practice can achieve a slightly greater level of conservation than the minimum standards. A conservation target level for some fraction of Eastern Dublin development of 10 percent above the minimum should be implementation as an appropriate acknowledgement of the desired "environmentally-friendly" community character of the project.

Dublin Ranch West SEIR

The Dublin Ranch West SEIR determined that implementation of the Dublin Ranch West project would result in two potentially significant impacts associated with fugitive dust and particulate matter (PM_{10}) during construction and an increase in regional emissions that would exceed BAAQMD significance thresholds for ozone precursors. The following supplemental mitigation measures were identified to reduce potential air quality impacts:

Supplemental Mitigation Measure AQ-1: In addition to the measures identified in MM 3.11/1.0 of the East Dublin EIR, the City of Dublin shall:

a) Require construction contractors to water or cover stockpiles of debris, soil, sand or other materials that can be blown by the wind.

b) Require construction contractors to sweep daily (preferably with water sweepers) all paved access road, parking areas, and staging areas at construction sites.

c) Require construction contractors to install sandbags or other erosion control measures to prevent silt runoff to public roadways.

Supplemental Mitigation Measure AQ-2: In addition to the measures identified in MM 3.11/5.0-11.0 of the East Dublin EIR, the City of Dublin shall require that the following be implemented:

a) The Project proponent should coordinate with LAVTA for the eventual extension of transit service to the Project site. The Project proponent should construct or reserve necessary right-of-way for transit facilities such as bus turnouts/bus bulbs, benches, etc.

b) Provide bicycle land and/or paths, connected to community-wide network.

c) Provide sidewalks and/or paths, connected to adjacent land uses, transit stops, and/or community-wide network.

d) Consider shuttle service to regional transit system or multimodal center.

e) Consider providing a satellite telecommute center for Project residents if this is feasible in terms of a convenient location.

f) Provide interconnected street network, with a regular grid or similar interconnected street pattern.

With implementation of Supplemental Mitigation Measure AQ-1, impacts related to fugitive dust were determined to be less than significant; however, even with implementation of the mitigation measures in the Eastern Dublin EIR and Supplemental Mitigation Measure AQ-2, ozone air quality impacts were determined to remain significant and unavoidable.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to air quality would result from the Wallis Ranch/Trumark project.

Project Impacts and Mitigation Measures

(a) Consistency with air quality plans

No New Impact. The applicable air quality plan is the BAAQMD 2017 Clean Air Plan (Clean Air Plan), which was adopted on April 19, 2017. The Clean Air Plan is a comprehensive plan to improve Bay Area air quality and protect public health. The Clean Air Plan defines control strategies to reduce emissions and ambient concentrations of air pollutants; safeguard public health by reducing exposure to air pollutants that pose the greatest health risk, with an emphasis on protecting the communities most heavily affected by air pollution; and reduce greenhouse gas (GHG) emissions to protect the climate. Consistency with the Clean Air Plan can be determined if the project: (1) supports the goals of the Clean Air Plan; (2) includes applicable control measures from the Clean Air Plan; and (3) would not disrupt or hinder implementation of any control measures from the Clean Air Plan.

Clean Air Plan Goals. The primary goals of the Bay Area Clean Air Plan are to attain air quality standards; reduce population exposure and protect public health in the Bay Area; and reduce GHG emissions and protect climate.

The BAAQMD has established significance thresholds for project construction and operational impacts at a level at which the cumulative impact of exceeding these thresholds would have an adverse impact on the region's attainment of air quality standards. The health and hazards thresholds were established to help protect public health. As discussed below, with implementation of the mitigation measures identified in the prior environmental documents, the proposed project would result in less-than-significant construction- and operation-period emissions. Therefore, the project would not conflict with the Clean Air Plan goals.

Clean Air Plan Control Measures. The control strategies of the Clean Air Plan include measures in the following categories: Stationary Source Measures, Transportation Measures, Energy Measures, Building Measures, Agriculture Measures, Natural and Working Lands Measures, Waste Management Measures, Water Measures, and Super-GHG Pollutants Measures. The project would result in the construction of a community park to serve the adjacent residential neighborhood. Therefore, the Stationary Source, Energy Control, Building Control, Agricultural Control, Natural and Working Lands Control, Water Control, and Super GHG Control Measures are not applicable to the proposed project.

The BAAQMD identifies Transportation Control Measures as part of the Clean Air Plan to decrease emissions of criteria pollutants, toxic air contaminants (TACs), and GHGs by reducing demand for motor vehicle travel, promoting efficient vehicles and transit service, decarbonizing transportation fuels, and electrifying motor vehicles and equipment. The proposed project would result in the development of a new community park to serve the Wallis Ranch neighborhood. The proposed project would provide recreation and gathering space for this community. The proposed project is not expected to result in a significant increase in the

generation of vehicle trips or vehicle miles traveled (VMT). In addition, the project site is located within walking or bicycling distance from the surrounding residential area, and therefore would support the ability of visitors to use alternative modes of transportation. As such, the project would promote BAAQMD initiatives to reduce vehicle trips and VMT and would increase the use of alternate means of transportation.

Furthermore, the proposed project would comply with local requirements for waste management (e.g., recycling and composting services), as applicable, and would therefore be consistent with the Waste Management Control Measures, which focus on reducing or capturing methane emissions from landfills and composting facilities, diverting organic materials away from landfills, and increasing waste diversion rates through efforts to reduce, reuse, and recycle.

Clean Air Plan Implementation. As discussed above, the proposed project would generally implement the applicable measures outlined in the Clean Air Plan, including Transportation Control Measures. Therefore, the proposed project would not create new impacts or substantially more severe significant impacts related to clean air plan consistency than impacts analyzed in the prior environmental documents. No additional analysis is required.

(b) Project emissions

No New Impact. The following analysis assesses the potential construction- and operation-related air quality impacts and CO impacts of the proposed project.

Construction Emissions. During construction activities, short-term degradation of air quality may occur due to the release of particulate matter emissions (i.e., fugitive dust) generated by grading, clearing, and other activities. Emissions from construction equipment are also anticipated and would include CO, NOx, ROG, directly-emitted particulate matter ($PM_{2.5}$ and PM_{10}), and toxic air contaminants (TACs), such as diesel exhaust particulate matter.

Construction of the proposed project would include site clearing, slope stabilization, and rough grading, utilities and general site work, and final site preparation and paving. Construction-related effects on air quality are typically the greatest during the site preparation phase due to the disturbance of soils. If not properly controlled, these activities would temporarily generate particulate emissions. Sources of fugitive dust would include disturbed soils at the construction site. Unless properly controlled, vehicles leaving the site would deposit dirt and mud on local streets, which could be an additional source of airborne dust after it dries. Fugitive dust emissions (PM_{10}) would vary from day to day, depending on the nature and magnitude of construction activity and local weather conditions. PM_{10} emissions would depend on soil moisture, silt content of soil, wind speed, and the amount of operating equipment. Larger dust particles would settle near the source, while fine particles would be dispersed over greater distances from the construction site. Water or other soil stabilizers can be used to control dust, resulting in emission reductions of 50 percent or more. Implementation of mitigation measures

MM 3.11/1.0 identified in the Eastern Dublin EIR and Supplemental Mitigation Measure AIR-1 identified in the Dublin Ranch West SEIR would reduce fugitive dust emissions from construction activities to a less-than-significant level.

In addition to dust-related PM_{10} emissions, heavy trucks and construction equipment powered by gasoline and diesel engines would generate CO, SO_2, NO_x, VOCs and some soot particulate ($PM_{2.5}$ and PM_{10}) in exhaust emissions. If construction activities were to increase traffic congestion in the area, CO and other emissions from traffic would increase slightly while those vehicles idle in traffic. These emissions would be temporary in nature and limited to the immediate area surrounding the construction site.

The BAAQMD has developed screening criteria to provide lead agencies with a conservative indication of whether a proposed project would result in potentially significant air quality impacts. If all of the screening criteria are met by a proposed project, then the lead agency would not need to perform a detailed air quality assessment of the proposed project's emissions. These screening levels are generally representative without any form of mitigation measures taken into consideration. In addition, the screening criteria do not account for project design features, attributes, or local development requirements that could also result in lower emissions.

For park land uses, the BAAQMD screening size for construction criteria pollutants is 67 acres. Since the total project site is approximately 9 acres, based on the BAAQMD's screening criteria, construction activities associated with the proposed project are not anticipated to exceed established thresholds and this impact would be less than significant.

Operation Emissions. Long-term air pollutant emission impacts are those associated with mobile sources (e.g., vehicle trips), energy sources (e.g., electricity and natural gas), and area sources (e.g., architectural coatings and the use of landscape maintenance equipment) related to the proposed project.

As discussed above, the BAAQMD has developed screening criteria to determine whether a project requires an analysis of project-generated criteria air pollutants. If all the screening criteria are met by a proposed project, then the lead agency does not need to perform a detailed air quality assessment.

For park land uses, the BAAQMD screening size for operational criteria pollutants is 2,613 acres. Since the total project site is approximately 9 acres, based on the BAAQMD's screening criteria, the potential increase in intensity of use on the site is not anticipated to exceed established thresholds. Therefore, the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or State ambient air quality standard.

With adherence to MM 3.11/1.0 identified in the Eastern Dublin EIR and Supplemental Mitigation Measure AIR-1 identified in the Dublin Ranch West SEIR, there would be no new or substantially more severe significant impacts related to project emissions beyond what has been analyzed in the prior environmental documents. No additional analysis is required.

(c) Expose sensitive receptors to pollutant concentrations

No New Impact. Sensitive receptors are defined as residential uses, schools, daycare centers, nursing homes, and medical centers. Individuals particularly vulnerable to diesel particulate matter are children, whose lung tissue is still developing, and the elderly, who may have serious health problems that can be aggravated by exposure to diesel particulate matter. Exposure from diesel exhaust associated with construction activity contributes to both cancer and chronic non-cancer health risks.

Surrounding land uses include residential development to the north, undeveloped open space to the west and south, and Tassajara Road, residential development, and Quarry Lane School to the east. The closest sensitive receptors to the proposed project include the single-family residences associated with the Wallis Ranch community located immediately north of the project site and single-family residences and Quarry Lane School to the east.

Construction of the proposed project may expose surrounding sensitive receptors to airborne particulates, as well as a small quantity of construction equipment pollutants (i.e., usually diesel-fueled vehicles and equipment). However, construction contractors would be required to implement MM 3.11/1.0 through MM 3.11/4.0 identified in the Eastern Dublin EIR, as well as Supplemental Mitigation Measure AIR-1 identified in the Dublin Ranch West SEIR described above, to reduce construction-related impacts. With implementation of these mitigation measures, project construction pollutant emissions would be below the BAAQMD significance thresholds. Once the project is constructed, the project would not be a source of substantial pollutant emissions. Therefore, sensitive receptors are not expected to be exposed to substantial pollutant concentrations during project construction and operation. No new impacts or substantially more severe significant impacts related to pollutant concentrations would occur. No additional analysis is required.

(d) Odors

No New Impact. During project construction, some odors may be present due to diesel exhaust. However, these odors would be temporary and limited to the construction period. The proposed project would not include any activities or operations that would generate objectionable odors and once operational, the project would not be a source of odors. Therefore, the proposed project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people. No new impacts or substantially more severe significant impacts related to odors would occur. No additional analysis is required.

Source(s)

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Haag, Jerry. 2004. Dublin Ranch West Project, Final Supplemental Environmental Impact Report. November.

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Biological Resources

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
4. BIOLOGICAL RESOURCES. Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Environmental Setting

The project site consists of approximately 9 acres of vacant land in Eastern Dublin. Tassajara Creek bisects the site. As outlined in the Project Description, a conservation easement has been established on both sides of the creek to protect its value for open space, storm drainage facilities, and water quality treatment. No park improvements would be constructed within the riparian corridor in compliance with the conservation easement.

Regulatory Framework

Federal and State Regulations

Federal and State Special Status Species

Special status species are individual plant and animal species that are protected under federal and State Endangered Species Acts. These species are classified as rare, threatened, or endangered. The United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW) have adopted a system to conserve and protect plant and animal species that are limited in distribution as well as species that have a low or declining population. If a proposed project or activities associated with a proposed project result in the "take" of a threatened or endangered species, the necessary permits must be obtained from the USFWS and CDFW. The State of California defines take as any action or attempt to "hunt, pursue, catch, capture, or kill" a listed species. Additionally, the Federal Endangered Species Act includes the "harm" of a listed species in the definition of take.

Section 15380(b) of the *State CEQA Guidelines* also considers all potential rare or sensitive species and habitats that are capable of supporting such species in addition to those species listed under the federal and state Endangered Species Acts. These additional species considered under CEQA may include California plant species of concern as listed by the California Native Plant Society as well as "Species of Special Concern" listed by CDFW.

Sensitive Habitats

Wetland and riparian habitats are considered to be sensitive habitats, and are protected under various Federal, State, and local regulations. These habitats are generally subject to regulation, protection, or consideration by the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), CDFW, and/or the USFWS as per Sections 303, 304, and 404 of the Federal Clean Water Act and the State of California Porter-Cologne Water Quality Control Act. Wetland and riparian habitats are also subject to the National Pollutant Discharge Elimination System (NPDES) permit program under Section 402 of the Clean Water Act, which regulates discharge into waters of the United States.

Federal Migratory Bird Treaty Act

Under the federal Migratory Bird Treaty Act (MBTA), the killing, possessing, or trading of migratory birds is prohibited unless exempt by regulations prescribed by the Secretary of the Interior. The MBTA prohibits the possession of protected bird species and their nests, regardless of whether nests are active.[2]

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[2] *An active nest is defined as having eggs or young.*

Birds of prey, such as owls and hawks, are protected in California under provisions of the State Fish and Game Code. The code states that it is "unlawful to take, possess, or destroy any birds in the order Falconiformes or Strigiformes (birds of prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto." Construction disturbance during the breeding season could result in the incidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment. Disturbance that causes nest abandonment and/or loss of reproductive effort is considered "taking" by the CDFW.

California Department of Fish and Game Code 3503

California Department of Fish and Game Code 3503 stipulates that is unlawful to take, posses, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto.

Regional and Local Regulations

East Alameda Conservation Strategy

The project site is located in the East Alameda Conservation Strategy (Conservation Strategy) Study Area. The Conservation Strategy is intended to provide an effective framework to protect, enhance, and restore natural resources in eastern Alameda County, while improving and streamlining the environmental permitting process for impacts resulting from infrastructure and development projects. The City of Dublin is a partner in the Conservation Strategy and uses the document to provide a baseline inventory of biological resources and conservation priorities during project-level planning and environmental permitting.

City of Dublin General Plan

Section 3.2 of the General Plan outlines policies for preservation of open space areas to protect natural resources, as well as public health and safety. Sections 7.2 and 7.4 of the General Plan outlines policies and programs related to stream corridors and riparian vegetation, and oak woodlands, respectively. The following policies related to biological resources are applicable to the proposed project:

> **Guiding Policy 3.2.1.A.1.** Preservation of oak woodlands, riparian vegetation, and natural creeks as open space for the natural resource value is of the highest importance. Limited modifications may be permitted on a case-by-case basis with adequate mitigation to replace disturbed resources.
>
> **Guiding Policy 3.2.1.A.2.** Generally, maintain slopes over thirty percent as permanent open space for public health and safety. Consider development in areas with slopes over 30 percent only if the area to be developed is: 1) less than three acres in size; 2) less

than 20 percent of a large developable area; and, 3) surrounded by slopes less than 30 percent.

Implementing Policy 3.2.1.B.2. Encourage an efficient and higher intensity use of the flat and gently sloping portions of the planning area as a means of minimizing grading requirements and potential impacts to environmental and aesthetic resources.

Guiding Policy 7.2.1.A.1. Protect riparian vegetation as a protective buffer for stream quality and for its value as a habitat and aesthetic resource.

Guiding Policy 7.2.1.A.2. Promote access to stream corridors for passive recreational use and to allow stream maintenance and improvements as necessary, while respecting the privacy of owners of property abutting stream corridors.

Implementing Policy 7.2.1.B.1. Enforce Watercourse Ordinance 52-87 for developed areas of the city.

Implementing Policy 7.2.1.B.2. Require open stream corridors of adequate width to protect all riparian vegetation, improve access, and prevent flooding caused by blockage of streams.

Implementing Policy 7.2.1.B.3. Require revegetation of creek banks with species characteristic of local riparian vegetation, where construction requires creekbank alteration.

Guiding Policy 7.4.1.A.1. Protect oak woodlands.

Implementing Policy 7.4.1.B.1. Require preservation of oak woodlands. Where woodlands occupy slopes that otherwise could be graded and developed, permit allowable density to be transferred to another part of the site. Removal of an individual oak tree may be considered through the project review process.

Implementing Policy 7.4.1.B.2. Enact and enforce the Heritage Tree Ordinance.

Eastern Dublin Specific Plan

Chapter 6.3 of the Eastern Dublin Specific Plan outlines the goals and policies to protect natural resources, including habitat areas and drainage ways, ridgelands and slopes over 30 percent and views. According to Section 6.3.1 of the Eastern Dublin Specific Plan, watercourses are to be preserved in open space corridors, and enhancement and stabilization will enhance the streams' natural functions. The Eastern Dublin Specific Plan includes the following policies to address protection and preservation of stream corridors and wetlands:

Policy 6-9: Natural stream corridors, ponds, springs, seeps, and wetland areas, as shown in Figure 6.2, shall be preserved wherever possible. Prior to submittal of development applications, the appropriate agencies such as the California Department of Fish and Game and the Army Corps of Engineers must be consulted to determine whether they have jurisdiction over the watercourse or wetland area.

Policy 6-10: Riparian and wetland areas shall be incorporated into greenbelt and open space areas as a means of preserving their hydrologic and habitat value. Unavoidable loss of riparian habitat due to development should be replaced with similar habitat on a 3:1 in kind basis. Loss of wetlands must be mitigated consistent with the COE's current policy.

Policy 6-12: Maintain natural open stream channels to carry storm runoff wherever feasible, rather than replacing with underground storm drainage systems. When extra capacity is necessary, retention basins are preferable to channelization, if the channelization would disturb riparian habitat. When channelization is necessary, the channel should be designed and constructed to accommodate both the projected flows and the growth of riparian vegetation, and to have more natural-appearing contours. Flood control maintenance practices will be designed and performed to be responsive to public safety while preserving the unique riparian community. Maintenance agreements (memoranda of understanding) between the City and responsible agencies will address, but not be limited to, site access, criteria for determining the need for maintenance (i.e. assessment and monitoring), and the timing and frequency of actual maintenance practices.

Policy 6-13: Establish a stream corridor system (see Figure 6.1), which provides multipurpose open space corridors capable of accommodating wildlife all pedestrian circulation. In order to facilitate the use of these corridors by both humans and wildlife, human activities (e.g., trails) should be limited to one side of the stream.

Policy 6-14: Enhance public enjoyment and visibility of stream corridors by avoiding, or minimizing, development that backs directly onto the stream corridor, and ensure safe public access to stream corridors by providing frequent access points within each development area.

As described in Section 6.3.2 of the Eastern Dublin Specific Plan, Eastern Dublin contains a range of vegetation/habitat types, including non-native grasslands, alkali grasslands, northern riparian forest, arroyo willow riparian woodland, freshwater marsh, springs, seeps and water impoundments, and disturbed/developed areas. The Eastern Dublin Specific Plan includes the following policies to address protection and preservation of biological resources:

Policy 6-15: Avoid development and potentially destructive activities in areas with high-value habitat including: northern riparian forest, arroyo willow riparian woodland, freshwater marsh. Exceptions may only be granted where an owner's reasonable beneficial use of the land cannot be otherwise provided.

Policy 6-16: To ensure long-term protection, high- value habitat areas either should be dedicated as public open space or restricted from potentially harmful development and activities with deed restrictions and design standards.

Policy 6-17: Impacts to sensitive wildlife species that occur in the planning area will be avoided wherever possible. Mitigation programs will be required as necessary to reduce or eliminate impacts on special status species.

Policy 6-18: Development in the planning area will be designed to maintain contiguous areas of natural open space interconnected by functional wildlife corridors that permit the free movement of wildlife throughout the open space areas. As a means of preserving wildlife corridors, duster development is generally preferable to an even lo low density sprawl over an entire area.

Policy 6-21: Direct disturbance or removal of trees or native vegetation cover should be minimized and should be restricted to those areas actually designated for the construction of improvements.

Policy 6-22: All areas of disturbance should be revegetated as quickly as possible to prevent erosion. Native trees (preferably those species already on site), shrubs, herbs, and grasses should be used for revegetation of areas to remain as natural open space. The introduction of non-native plant species should be avoided.

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified potentially significant impacts related to habitat loss, indirect habitat loss due to vegetation removal for construction and development activities, and loss or degradation of sensitive habitat. The Eastern Dublin EIR also identified potentially significant impacts related to special-status wildlife, including San Joaquin kit fox, California red-legged frog (CRLF), California tiger salamander (CTS), western pond turtle, tri-colored blackbird, Golden eagle, burrowing owl, American badger, special-status invertebrates and others. Mitigation measures were identified to reduce significant impacts. One significant unavoidable impact was identified related to the cumulative loss of or degradation of botanically sensitive habitat. The following mitigation measures would apply to the proposed project:

MM 3.7/1.0 Direct disturbance or removal of trees or native vegetation cover should be minimized and be restricted to those areas actually designated for the construction of improvements.

MM 3.7/5.0 All areas of disturbance should be revegetated as quickly as possible to prevent erosion. Native trees (preferably those species already on site), shrubs, herbs, and grasses should be used for revegetation of areas to remains as natural open space. The introduction of non-native plant species should be avoided.

MM 3.7/14.0 The City should enact and enforce an erosion and sedimentation control ordinance establishing performance standards to ensure maintenance of water quality and protection of stream channels. The ordinance should regulate grading and development activities adjacent to streams and wetland areas, and require revegetation of all ground disturbance immediately after construction to reduce erosion potential. Until such an ordinance is in place, the City shall require project applicants to provide a detailed erosion and sedimentation control plan as part of the project submittal.

MM 3.7/16.0 Existing sensitive habitats shall be avoided and protected where feasible.

MM 3.7/17.0 Construction near drainages shall take place during the dry season.

MM 3.7/19.0 The use of rodenticides and herbicides within the Project area should be restricted to avoid impacts on wildlife. The City shall require any poisoning programs to be done in cooperation with and under supervision of the Alameda County Department of Agriculture.

MM 3.7/20.0 The City shall require development applicants to conduct a pre-construction survey within 60 days prior to habitat modification (clearing construction and road site, etc.) to verify the presence of sensitive species, especially the San Joaquin kit fox, nesting raptors, the red-legged frog, the western pond turtle, the California tiger salamander, the tri-colored blackbird and other species of concern.

MM 3.7/22.0 Maintain a minimum buffer (at least 100 feet) around breeding sites of the red-legged frog, California tiger salamander and the Western pond turtle identify by MM 3.7/20.0.

MM 3.7/27.0 Maintain a minimum buffer (at least 300 feet) around known or those identified by pre-construction surveys (MM 3.7/20.0) nesting sites of the burrowing owl and breeding sites of the American badger during the breeding season to avoid direct loss of individuals (March – September).

Dublin Ranch West SEIR

The Dublin Ranch West SEIR determined that implementation of the Dublin Ranch West project would result in potentially significant supplemental impacts to California tiger salamander, California red-legged frog, breeding birds, bat species, burrowing owl, special-status plants, riparian vegetation, and temporary loss of aquatic habitat. Supplemental mitigation measures were identified to reduce these impacts to a less than significant level. The following supplemental mitigation measures are applicable to the proposed project site:

Supplemental Mitigation Measure BIO-1: A CTS management plan shall be developed by the Project proponents, and approved by the CDFW and the USFWS, prior to construction activities. This measure shall also apply to construction of recreational trails in preserved areas. The Plan will detail how CTS will be managed before and during construction activities and will include the following:

a) Installation of a temporary herpetological fence prior to any ground disturbance around the entire development footprint, which shall prevent CTS from entering the construction site and shall remain until the permanent fence or barrier is installed or the current one-way barrier is extended and approved for use by the USFWS. A maintenance schedule shall be included for this fencing.

b) A trapping and relocation plan that details how aestivating CTS individuals will be adequately relocated from the development footprint and into permanently preserved suitable aestivation habitat.

Supplemental Mitigation Measure BIO-2: A permanent herpetological fence or barrier shall be installed around the entire development footprint following construction activities to prevent movement of CTS into the development area. Such fencing shall be designed to allow for movement of larger terrestrial wildlife species, but shall preclude CTS from climbing the fence. With USFWS approval, the one-way barrier currently in place may be extended to meet this mitigation requirement.

Supplemental Mitigation Measure BIO-6: A qualified biologist (as identified by the City) shall monitor construction activities to ensure protective measures are implemented and maintained (i.e., fencing is maintained, preserved areas are not disturbed, etc.). The biological monitor shall have the authority to suspend any and all construction activities if protective measures are not property followed and/or if activities pose an immediate threat to preserve sensitive resources. The biological monitor shall also have the authority to contact CDFW and/or the USFWS to report any mortality of listed species during construction. This measure shall also apply to construction of recreational trails in the preserved areas.

Supplemental Mitigation Measure BIO-7: All project construction employees shall receive an educational training program that includes information on sensitive species identification and their potential habitat, approved mitigation measures for the project and actions employees should take if a sensitive species is encountered. This measure shall also apply to construction of recreational trails in preserved areas.

Supplemental Mitigation Measure BIO-9: The following construction-related CRLF avoidance and protection measures shall be followed for development activities within the Project area:

b) Prior to grading activities or any ground disturbance within upland habitats, and following installation of protective temporary construction fencing, a qualified biologist with appropriate authorization to handle CRLF shall conduct pre-construction surveys. If CRLF are found within the construction areas, they shall be immediately moved to undisturbed, preserved portions of Tassajara Creek if authorized in a biological opinion issued by the USFWS for the Project. This measure shall also apply to construction of recreational trails in preserved areas.

Supplemental Mitigation Measure BIO-10: Grading activities should take place during the dry season (as is practicable) since CRLF will be less likely to be present in upland areas during dry months of the year.

Supplemental Mitigation Measure BIO-11: Prior to any tree removal or ground disturbance, a qualified biologist (approved by the City) shall conduct breeding bird surveys through the Dublin Ranch West area and mark an appropriate buffer around any nests discovered. Buffers shall be a minimum of 250 feet for raptors (although sensitive raptors such as golden eagle may require a larger buffer), and between 50 and 100 feet for passerines depending on habitat type (50 feet in dense vegetation, 100 feet in open areas). Pre-construction surveys shall take place throughout the development portion of Project area, including surveys for grassland birds and birds likely to nest along the Tassajara Creek corridor. Nesting status shall be monitored by a qualified biologist to determine when nests are no longer active. All activities shall be prohibited within the buffer until after young have fledged and moved out of the nest. This measure shall also apply to construction of recreational trails in preserved areas.

Supplemental Mitigation Measure BIO-12: Vegetation and tree removal shall take place (as much as practicable) outside of the breeding season for most birds (February – August is a broad breeding period that covers most species). This measure shall also apply to construction of recreational trails in preserved areas.

Supplemental Mitigation Measure BIO-13: Surveys of potential roosting habitat including structures and large trees in the Tassajara Creek bridge crossing areas shall be conducted by a qualified biologist prior to any disturbance of potential roosting sites. If active roosts are discovered, bats would be excluded from those roosting locations by a qualified biologist prior to habitat removal (late summer-early fall). This measure shall also apply to construction of recreational trails in preserved areas.

Supplemental Mitigation Measure BIO-14: The following pre-construction survey, avoidance, and/or compensation measures shall be applied for impacts to burrowing owls (this measures shall also apply to construction of recreational trails in preserved areas):

a) Pre-construction surveys for burrowing owls shall be conducted by a qualified biologist prior to any ground disturbance between September 1 and January 31. If ground disturbance is delayed or suspended for more than 30 days after the survey, the site should be re-surveyed. If no over-wintering birds are present, burrows should be removed prior to the nesting season. If over-wintering birds are present no disturbance should occur within 150 feet of occupied burrows. If owls must be moved away from the disturbance area during this period, passive relocation measures must be prepared according to current CDFW burrowing owl guidelines, approved by CDFW and completed prior to construction.

b) If construction is scheduled during the nesting season (February 1 – September 1), pre-construction surveys shall be conducted in the entire Dublin Ranch West area within 30 days prior to construction and within 250 feet of the Dublin Ranch West area prior to any ground disturbance. A minimum buffer (at least 250 feet) shall be maintained during the breeding season around active burrowing owl nesting sites identified in pre-construction surveys to avoid direct loss of individuals.

c) If destruction of occupied (breeding or non-breeding season) burrows, or any burrow that were found to be occupied during pre-construction surveys, is unavoidable, a strategy will be developed to replace such burrows by enhancing existing burrows or creating artificial burrows at a 2:1 ratio on permanently protected lands adjacent to occupied burrowing owl habitat, and will include permanent protection of a minimum of 6.5 acres of burrowing owl habitat per pair or unpaired resident owl. A plan shall be developed and approved by CDFW describing creation or enhancement of burrows, maintenance of burrows and management of foraging habitat, monitoring procedures and significance criteria, funding assurance, annual reporting requirements to CDFW, and contingency and remediation measures.

Supplemental Mitigation Measure BIO-15: One acre of new occupied habitat for Congdonn's tarplant shall be provided for every one acre of existing Congdon's tarplant habitat within suitable, on-site preserved habitat (such as the TCMZ). The project applicant shall develop and implement a detailed Mitigation and Monitoring plan to fully compensate for impacts to Congdon's tarplant. The plan shall include the mitigation design, methods of salvage of existing seed, maintenance methods (including weed management), monitoring procedures and performance criteria, reporting requirements, and a contingency measure to preserve existing off-site occupied Congdon't tarplant habitat at an equal amount to lost habitat in case of mitigation failure.

The project proponent shall provide a secure funding source (such as a performance bond) for the implementation of the mitigation plan and long-term maintenance and monitoring of the mitigation area. The created mitigation area must be preserved in perpetuity (such as through a permanent conservation easement). The Mitigation and Monitoring Plan must be approved by the City prior to issuance of grading permits for the project. Mitigation shall require a minimum of five years of monitoring and annual monitoring reports shall be provided to the City.

Supplemental Mitigation Measure BIO-17: A Tree Removal and Preservation Plan that addresses all trees with a dripline that fall within any areas proposed for grading, including trees on the adjacent TCMZ shall be prepared by a qualified arborist or forester. The Plan shall provide detailed recommendations regarding tree removal and preservation methods, including protective fencing around the dripline of preserve trees, and shall be submitted to the City for review and acceptance prior to issuance of any project grading permits. Trees to be removed or protected shall be accurately and clearly delineated on all project grading plans, including a delineation of the dripline for preserved trees.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to air quality would result from the Wallis Ranch/Trumark project with implementation of the mitigation measures identified in the Eastern Dublin EIR and the Dublin Ranch West SEIR.

Project Impacts and Mitigation Measures

(a) Substantial adverse effect on candidate, sensitive, or special status species

No New Impact. The Eastern Dublin EIR and Dublin Ranch West SEIR document the presence of special-status plant and wildlife species within the project vicinity and within the Tassajara Creek riparian corridor, which bisects the site. No park improvements would be constructed within the riparian corridor in compliance with the conservation easement.

The proposed park would be developed on three parcels that were designated for park use and evaluated for park development in the Eastern Dublin EIR and the Dublin Ranch West SEIR. Impacts associated with habitat loss and degradation of sensitive habitat have already been mitigated as part of development project approvals. As described above, the project site has been graded; therefore, limited habitat for special-status species currently exists on the project site. However, if present during construction activities, special-status species could be impacted by ground disturbance, vegetation removal, and other project construction activities. Mitigation measures are included in the Eastern Dublin EIR and Dublin Ranch West SEIR to reduce impacts to special-status species to a less-than-significant level. With adherence to the mitigation measures identified in the Eastern Dublin EIR and Dublin Ranch West SEIR, no new or substantially more severe impacts with respect to candidate, sensitive, or special-status species would occur than have been analyzed in the prior environmental documents. No additional analysis is required.

(b) Substantial adverse effect on any riparian habitat or other natural community

No New Impact. As described above, the Tassajara Creek riparian corridor bisects the site. No park improvements would be constructed within the riparian corridor in compliance with the conservation easement. Therefore, no new impacts or substantially more severe significant impacts related to riparian habitat would occur. No additional analysis is required.

(c) Substantial adverse effect on wetlands

No New Impact. As described above, the Tassajara Creek riparian corridor bisects the site. According to the Dublin Ranch West SEIR, areas of seasonal and perennial open space, as well as wetland areas vegetated by aquatic plants occur within the creek corridor. No park improvements would be constructed within the riparian corridor in compliance with the conservation easement. No other state or federally protected wetlands have been identified on the project site. Therefore, no new impacts or substantially more severe significant impacts related to wetlands would occur. No additional analysis is required.

(d) Interfere or impede the movement of migratory fish or wildlife

No New Impact. The project site is located in a largely urbanized area, bounded to the north and east by development. However, undeveloped open space occurs to the west and south. The primary wildlife movement corridor at the site is Tassajara Creek and its associated riparian habitat. Proposed improvements at the project, including sports courts, turf areas, dog park, restroom and other recreation facilities, are not expected to significantly impact existing movement of wildlife. Consistent with the mitigation measures identified in the Eastern Dublin EIR and Dublin Ranch West SEIR, the proposed development included the placement of biological barriers around the development area and along the riparian corridor to prevent the migration of some species onto the project site so as to prevent impacts to these species. No potential for bat maternity roosts to be present exists, as the site lacks trees and buildings that would provide roosting habitat for these species. Implementation of the proposed project

would disturb land designated for park use and evaluated for improvement as a park in the prior environmental documents and the types of facilities proposed are consistent with the types of park facilities anticipated for and evaluated as part of prior environmental review. Therefore, the proposed project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native or resident migratory wildlife corridors or impede the use of native wildlife nursery sites. No new impacts or substantially more severe significant impacts would occur. No additional analysis is required.

(e) Conflict with local policies or ordinance include tree preservation

No New Impact. Heritage trees and approved street trees are protected under the Dublin Municipal Code, specifically Sections 7.56, Street Trees, and 5.60, Heritage Trees.

As defined in the Dublin Municipal Code, approved street trees include:

1. Any tree planted within any street right-of-way or adjacent easement, which conforms to the approved streetscape master plan;

2. Any existing tree within the right-of-way or adjacent easement, which conforms to the established species and location in any given area, and which was planted as a required street tree under the provisions of any improvement agreement, or as otherwise approved by the City; or

3. Any tree of the approved species and in an acceptable location, which was or may be planted as a replacement.

Heritage trees include any of the following:

1. Any oak, bay, cypress, maple, redwood, buckeye and sycamore tree having a trunk or main stem of twenty-four (24) inches or more in diameter measured at four (4) feet six (6) inches above natural grade.

2. A tree required to be preserved as part of an approved development plan, zoning permit, use permit, site development review, or subdivision map;

3. A tree required to be planted as a replacement for an unlawfully removed tree.

For private development projects, a permit is required from the City for the removal of any heritage tree and the removal/pruning of any approved street tree. In addition, for any property containing one or more heritage trees, a plan to protect heritage trees must be prepared and submitted to the City prior to the issuance of a demolition, grading, or building permit. Supplemental Mitigation Measure BIO-17 identified in the Dublin Ranch West SEIR

requires preparation of a Tree Removal and Preservation Plan to be approved by the City prior to issuance of a grading permit.

Implementation of the proposed project may require limited removal or disturbance of trees; including the removal of approximately 1 to 3 trees at the entry for the proposed parking area.. New trees would be planted as part of the proposed project, which would replace any trees to be removed. Therefore, the proposed project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. No new impacts or substantially more severe significant impacts would occur. No additional analysis is required.

(f) Conflict with adopted habitat conservation or natural community conservation plans

No New Impact. The project site is not subject to any adopted habitat conservation plan or natural community conservation plan. Therefore, the proposed project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Plan, or other approved local, regional, or State habitat conservation plan. No new impacts or substantially more severe significant impacts would occur. No additional analysis is required.

Source(s)

Dublin, City of. 2017. City of Dublin General Plan, Adopted February 11, 1985 (Amended as of November 21, 2017).

Haag, Jerry. 2004. Dublin Ranch West Project, Final Supplemental Environmental Impact Report. November.

Haag, Jerry. 2014. Wallis Ranch/Trumark Project PLPA 2013-00035, Initial Study. April 22.

Wallace Roberts & Todd. 2016. Eastern Dublin Specific Plan. January 7, 1994 (Updated September 20, 2016).

Wallace Roberts & Todd. 1992. Final Environmental Impact Report, State Clearinghouse Number 91103064 Eastern Dublin General Plan Amendment and Specific Plan. December 7.

Cultural Resources

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
5. CULTURAL RESOURCES. Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines section 15064.5?				X
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to section 15064.5?				X
c. Disturb any human remains, including those interred outside of dedicated cemeteries?				X

Environmental Setting

As described in the Dublin Ranch West SEIR, a field survey of the Eastern Dublin area was performed in 1988, which identified three potential prehistoric sites and two historic sites within the Dublin Ranch West project area. The 2014 Addendum identified one historic structure within the Wallis Ranch/Trumark project site. The Antone School Building was to be rehabilitated and incorporated into the Wallis Ranch/Trumark project. The project site is currently vacant; therefore, no historic built resources are present.

The Eastern Dublin EIR identified three potential pre-historic sites within the Dublin Ranch West project area; however, none of these resources were identified within the Wallis Ranch/Trumark project site, within which the proposed park is located.

Regulatory Framework

Federal and State Regulations

National Register of Historic Places (National Register)

The National Register lists the historic significance and the eligibility for qualifying for such significance for a building, structure, or other site. Significance eligibility is determined based on the quality and integrity of the resource and its association to American history, architecture, and culture. The resources must also possess one or more of the following characteristics:

1. It is associated with events that have made a significant contribution to the broad pattern of our history; or

2. It is associated with the lives of persons significant to our past; or

3. It embodies the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

4. It yields, or may be likely to yield, information important in prehistory or history.

California Register of Historical Resources (California Register)

The California Register operates similarly to the National Register with almost the same structure for determining significance eligibility for potential historical resources. Generally, a resource is eligible for historical status under the California Register if it is greater than 50 years old as well as meets one or more of the following criteria:

1. It is associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States.

2. It is associated with the lives of persons important to local, California, or national history.

3. It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or important creative individual, or possesses high artistic values.

California Historical Landmarks

California Historical Landmarks are sites, buildings, features, or events that are of Statewide significance and have anthropological, cultural, military, political, architectural, economic, scientific or technical, religious, experimental, or other value. To be eligible for designation as a California Historic Landmark, a resource must meet at least one of the following criteria:

1. The first, last, only, or most significant of its type in the state or within a large geographic region (Northern, Central, or Southern California).

2. Associated with an individual or group having a profound influence on the history of California.

3. A prototype of, or an outstanding example of, a period, style, architectural movement or construction or is one of the more notable works or the best surviving work in a region of a pioneer architect, designer or master builder.

California Environmental Quality Act (CEQA)

Historical resources are recognized as part of the environment under CEQA. The California Register is the authoritative guide to the State's historical resources and to which properties are considered significant for the purposes of CEQA, including resources listed in or formally

determined eligible for listing in the National Register of Historic Places, as well as some California State Landmarks and Points of Historical Interest. Properties of local significance that have been designed under a local preservation ordinance (local landmarks or landmark district) or that have been identified in a local historical resources inventory may be eligible for listing in the California Register and are presumed to be significant resources for the purposes of CEQA unless a preponderance of evidence indicates otherwise. However, a resource does not need to have been identified previously either through listing or survey to be considered significant under CEQA. In addition to assessing whether historical resources potentially impacted by a project are listed or have been identified in a survey process, lead agencies have a responsibility to evaluate them against the California Register criteria prior to making a finding as to a proposed project's impacts to historical resources.

Public Resources Code Section 5097.5

California PRC Section 5097.5(a) mandates that one cannot, "knowingly and willfully" excavate, remove, or destroy any "historic or prehistoric ruins, burial grounds, archaeological or vertebrate paleontological site," or "any other archaeological, paleontological or historical feature, situated on public lands, except with the express permission of the public agency having jurisdiction over the lands." PRC Section 5097.5(b) defines public lands as those that are owned by or under the jurisdiction of any state or public authority or agency.

Local Regulations

City of Dublin General Plan

The City of Dublin General Plan establishes the following guiding policy associated with cultural resources that is relevant to the proposed project:

> **Guiding Policy 7.7.1.A.2:** Follow State regulations as set forth in Public Resources Code Section 21083.2 regarding discovery of archaeological sites, and Historical Resources, as defined in Section 5020.1 of the Public Resources Code.

Eastern Dublin Specific Plan

Section 6.3.3 of the Eastern Dublin Specific Plan outlines policies and programs related to cultural resources. The following policies related to cultural resources are applicable to the proposed project:

> **Policy 6-24:** The presence and significance of archaeological or historic resources will be determined, and necessary mitigation programs formulated, prior to development approvals for any of the sites identified in the cultural resource survey prepared for this plan.

Policy 6-25: The discovery of historic or prehistoric remains during grading and construction will result in the cessation of such activities until the significance and extent of those remains can be ascertained by a certified archaeologist.

Policy 6-26: All properties with historic resources which may be impacted by future development shall be subjected to in-depth archival research to determine the significance of the resource prior to any alteration.

Policy 6-27: Where the disruption of historic resources is unavoidable, encourage the adaptive re-use or restoration of historic structures (such as the old school house, several barns, and Victorian residences currently in the area) whenever feasible.

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified potentially significant impacts related to the disruption or destruction of identified and unidentified prehistoric resources, and disruption or destruction of identified and unidentified historic resources. Mitigation measures were identified to reduce potential impacts to a less-than-significant level. The following mitigation measures would apply to the proposed project:

MM 3.9/1.0 All locations of prehistoric resources will need a program of mechanical and/or hand subsurface testing to determine the presence or absence of midden deposits associated with the surface indictors of aboriginal presence.

MM 3.9/2.0 All locations containing either midden components or concentrations of cultural materials located on the surface will be recorded on State of California site survey forms. The borders of any midden deposits or concentrations of cultural materials (other than single isolated artifact discoveries) will be staked so that accurate location maps can be produced by professional survey teams.

MM 3.9/3.0 If it can be demonstrated that these recorded and mapped locations will be impacted in any manner by future construction or indirectly impacted as a result of increased access to the area, a plan of evaluative testing of each resource will have to be devised in order to prepare responsive mitigation measures. Evaluative testing will consist of the collection and analysis of any surface concentrations of cultural materials, and the hand excavation and analysis of the scientific content of any midden components discovered during present or absence testing.

MM 3.9/4.0 The City shall retain the services of a qualified archaeologist to develop a protection program for prehistoric sites which contain either a surface or subsurface

deposit of cultural materials or information which qualify under Appendix K of CEQA as "significant" and which are located in areas of the project site where development will significantly alter the current conditions of the prehistoric resource.

MM 3.9/5.0 The discovery of historic or prehistoric remains during grading and construction will result in the cessation of such activities until the significant and extent of those remains can be ascertained by a certified archaeologist.

MM 3.9/6.0 The City of Dublin will require the following series of actions as part of the application process for development in eastern Dublin: site sensitivity determination; detailed research and field reconnaissance by a certified archaeologist; development of a mitigation plan pursuant to the policies of the Eastern Dublin Specific Plan and current CEQA guidelines.

MM 3.9/7.0 All properties with historic resources, which may be impacted by future development shall be subjected to in-depth archival research to determine the significance of the resources prior to any alteration.

Dublin Ranch West SEIR

The Dublin Ranch West SEIR determined that supplemental impacts to cultural resources resulting from the Dublin Ranch West project would be less than significant.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to cultural resources would result from the Wallis Ranch/Trumark project with implementation of the mitigation measures identified in the Eastern Dublin EIR.

Project Impacts and Mitigation Measures

(a) Historic resources

No New Impact. For a cultural resource to be considered a historical resource (i.e., eligible for listing in the California Register of Historical Resources), it generally must be 50 years or older. Under CEQA, historical resources can include precontact (i.e., Native American) archaeological deposits, historic-period archaeological deposits, historic buildings, and historic districts. CEQA requires agencies considering projects that are subject to discretionary action to consider the potential impacts on cultural resources that may occur from project implementation (see CEQA Guidelines Section 15064.5).

The project site is currently undeveloped; therefore, no built historic resources are located on the project site. As described in the prior environmental documents, it cannot be entirely be ruled out that archaeological cultural resources could be encountered during construction at

the project site. Should archaeological deposits be encountered during project ground disturbance, a substantial adverse change in the significance of a historical resource would occur from its demolition, destruction, relocation, or alteration such that the significance of the resource would be materially impaired (CEQA Guidelines Section 15064.5(b)(1)). If such resources are encountered, implementation of MM 3.9/5.0 and MM 3.9/6.0 identified in the Eastern Dublin EIR would reduce any potential impacts to archaeological and/or Native American resources to a less-than-significant level. With adherence to MM 3.9/5.0 and MM 3.9/6.0 identified in the Eastern Dublin EIR, there would be no new or substantially more severe significant impacts to historic resources beyond what has been analyzed in the prior environmental documents. No additional analysis is required.

(b) Archaeological resources

No New Impact. Pursuant to CEQA Guidelines Section 15064.5(c)(1), "When a project will impact an archaeological site, a lead agency shall first determine whether the site is an historical resource." Those archaeological sites that do not qualify as historical resources shall be assessed to determine if they qualify as "unique archaeological resources" pursuant to California Public Resource Code Section 21083.2. Archaeological deposits identified during project construction (if any) shall be treated by the City—in consultation with a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for Archeology—in accordance with MM 3.9/5.0 and MM 3.9/6.0 identified in the Eastern Dublin EIR. With adherence to MM 3.9/5.0 and MM 3.9/6.0 identified in the Eastern Dublin EIR, there would be no new or substantially more severe significant impacts to archaeological resources beyond what has been analyzed in the prior environmental documents. No additional analysis is required.

(c) Human remains

No New Impact. Based on previous archaeological investigation and analysis, there is a low potential for the disturbance of archaeological cultural resources or human remains. However, if human remains are encountered at the project site, State Health and Safety Code Section 7050.5 and State CEQA Guidelines Section 15064.5(e)(1) state that no further disturbance shall occur to the area of the find until the County Coroner has made a determination of origin and disposition of the human bone pursuant to PRC Section 5097.98. The County Coroner must be notified of the find immediately and shall make a determination within two working days of being notified. If the remains are determined to be Native American, the County Coroner shall notify the NAHC by phone within 24 hours, and the NAHC shall then immediately determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection and make recommendations or preferences for treatment of the remains within 48 hours of being granted access to the site. The MLD's recommendations may include scientific removal and nondestructive analysis of human remains and items associated with Native American burials, preservation of Native American human remains and associated

items in place, relinquishment of Native American human remains and associated items to the descendants for treatment, or any other culturally appropriate treatment.

Compliance with Section 7050.5 of the California Health and Safety Code and Public Resources Code Section 5097.98 regarding the treatment of human remains would ensure that potential impacts to human remains would be less than significant. No new or substantially more severe significant impacts to human remains would occur beyond what has been analyzed in the prior environmental documents. No additional analysis is required.

Source(s)

Dublin, City of. 2017. City of Dublin General Plan, Adopted February 11, 1985 (Amended as of November 21, 2017).

Haag, Jerry. 2004. Dublin Ranch West Project, Final Supplemental Environmental Impact Report. November.

Haag, Jerry. 2014. Wallis Ranch/Trumark Project PLPA 2013-00035, Initial Study. April 22.

Wallace Roberts & Todd. 2016. Eastern Dublin Specific Plan. January 7, 1994 (Updated September 20, 2016).

Wallace Roberts & Todd. 1992. Final Environmental Impact Report, State Clearinghouse Number 91103064m Eastern Dublin General Plan Amendment and Specific Plan. December 7.

Energy

Project Impacts and Mitigation Measures

The topic of the project's energy use was not analyzed in the Eastern Dublin EIR, the Dublin Ranch West SEIR or the 2014 Addendum. The project's impacts related to energy use are not required to be analyzed unless they constitute new information of substantial importance that was not known and could not have been known at the time the previous EIR was certified as complete (Public Resources Code Section 21166 and the CEQA Guidelines Sections 15162 and 15163). The impact of energy use was known at the time of the certification of the Eastern Dublin EIR, the Dublin Ranch West SEIR and the 2014 Addendum. Under CEQA standards, it is not new information that requires analysis in a supplemental EIR or negative declaration. Therefore, no supplemental environmental analysis of the project's impacts on these issues is required under CEQA.

(a-b) Wasteful consumption of energy resources, or conflict with local plans for renewable energy

As discussed above, no additional environmental analysis is required under CEQA Section 21166.

Geology and Soils

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
6. GEOLOGY AND SOILS. Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?				X
ii. Strong seismic ground shaking?				X
iii. Seismic-related ground failure, including liquefaction?				X
iv. Landslides?				X
b. Result in substantial soil erosion or the loss of topsoil?				X
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				X
e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X

Environmental Setting

The project site is located within the Coast Range Geomorphic Province of Northern California. This province is generally characterized by northwest-trending mountain ranges and intervening valleys, which are a reflection of the dominant northwest structural trend of the bedrock in the region.

The Calaveras Fault separates the lowlands of the Dublin Valley from the hill areas to the west. Other active faults in the vicinity of the project site include the San Andreas, Hayward, Calaveras and Greenville faults, which are all considered active faults. The project site is not located within a State-designated Alquist-Priolo Earthquake Fault Zone.

According to the geotechnical report prepared for the Wallis Ranch/Trumark project, alluvial soils are present near Tassajara Creek where the proposed project would be located. Alluvial soils are composed of stiff to very stiff clays with high shrink-swell potential.

Regulatory Framework

Federal and State Regulations

Alquist-Priolo Earthquake Fault Zoning Act

Following the 1971 San Fernando earthquake, the State legislature passed the Alquist-Priolo Earthquake Fault Zoning (AP) Act, requiring the State Geologist to delineate Earthquake Fault Zones (EFZ) along known active faults that have high potential for fault rupture. Active faults are defined as a fault that has surface displacement within the last 11,000 years. The AP Act also regulates developments near known active faults due to hazards associated with surface ruptures. As per the AP Act, development areas in or near the Alquist-Priolo Earthquake Fault Zone require evaluation for potential surface ruptures in order to ensure public safety. State regulations prohibit habitable structures from being sited within 50 feet of an active fault.

Seismic Hazards Mapping Act

The State legislature passed the Seismic Hazards Mapping Act (SHMA) to ensure public safety in regards to the effects of strong ground shaking, liquefaction, landslides, and other seismic hazards. Per the SHMA, the California Geological Survey (CGS) has established a Statewide mapping program for cities and counties to aid in identifying areas subject to these seismic hazards, which includes the central San Francisco Bay Area.

California Building Code

The State of California provides a minimum standard for building design and construction standards through Title 24 of the California Code of Regulations (CCR), known as the California Building Code (CBC). The CBC is updated every three years, and the current 2019 CBC went into effect in January 2020. Generally, the CBC is adopted on a jurisdiction-by-jurisdiction basis, subject to further modification based on local conditions. The CBC defines the requirements for seismic safety, excavation, and construction activities relating to foundations, retaining walls, and site demolition. It also regulates grading activities such as drainage and erosion control.

California Public Resources Code Section 5097.5

Section 5097.5 of the California Public Resources Code prohibits the excavation, removal, destruction, or tampering with any paleontological resources situated on public lands, except with the express permission of a public agency with jurisdiction over the lands.

Local Regulations

City of Dublin General Plan

Chapter 8.0 of the General Plan outlines policies and programs related to seismic safety, safety and emergency preparedness. The following policies related to geology and soils are applicable to the proposed project:

> **Guiding Policy 8.2.1.A.1.** Geologic hazards shall be mitigated or development shall be located away from geologic hazards in order to preserve life, protect property, and reasonably limit the financial risks to the City of Dublin and other public agencies that would result from damage to poorly located public facilities.
>
> **Implementing Policy 8.2.1.B.1.** Structural and Grading Requirements
>
> a. All structures shall be designed to the standards delineated in the Dublin Building Code and Dublin's Grading Ordinance. A "design earthquake" shall be established by an engineering geologist for each structure for which ground shaking is a significant design factor.
>
> b. Structures intended for human occupancy shall be at least 50 feet from any active fault trace; freestanding garages and storage structures may be as close as 25 feet. These distances may be reduced based on adequate exploration to accurately locate the fault trace.
>
> c. Generally, facilities should not be built astride potential rupture zones, although certain low-risk facilities may be considered. Critical facilities that must cross a fault, such as oil, gas, and water lines, shall be designed to accommodate the maximum expected offset from fault rupture. Site specific evaluations shall determine the maximum credible offset.

Eastern Dublin Specific Plan

Section 6.4.1 of the Eastern Dublin Specific Plan outlines policies and programs related to geology, soils and grading. The following policies related to geology and soils are applicable to the proposed project:

> **Policy 6-40:** No structure shall be located on slopes of between 20 to 30 percent, where this location is downslope of colluvium or dormant landslides on slopes over 30 percent,

unless detailed feasibility and design-level geotechnical investigations indicate that development can be safety undertaken and/or mitigation measures can be implemented which will reduce impacts to a level of insignificance
.

Policy 6-41: No structure shall be located on slopes of 10-30 percent, where underlain by highly expansive soils, areas of unconsolidated fill, or within 100 feet of incised stream channels, unless detailed feasibility and design-level geotechnical investigations are undertaken and required engineered design mitigations performed.

Policy 6-42: Development is generally not permitted in areas with slopes of 30 percent or greater. Limited grading and repair of landslides will be permitted in areas with slopes of 30 percent or more when:

- the area involved is less than 3 acres in size; is less than 20percent of a larger developable area; and is surrounded by topography which is predominantly less than 30 percent; and it is necessary to create effective buildable areas or access to areas with slopes predominantly less than 30 percent; and
- it is necessary to create effective buildable areas or access to areas with slopes predominantly less than 30 percent.

Policy 6-43: New development shall be designed to provide effective control of soil erosion as a result of construction activities and the alteration of site drainage characteristics.

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified potentially significant impacts related earthquake ground shaking, alteration of landforms, expansive soils, landslide and slope stability, and erosion and sedimentation. With the exception of the primary effects associated with seismic ground shaking, which was determined to be significant and unavoidable, all other impacts related to geology and soils would be reduced to less than significant with implementation of the mitigation measure identified in the Eastern Dublin EIR. The following mitigation measures would apply to the proposed project:

MM 3.6/1.0 The primary effects of ground shaking to structures and infrastructures can be reduced to a generally acceptable level below failure/loss of life by using modern seismic design for resistance to lateral forces in construction. Building in accordance with Uniform Building Code and applicable County and City code requirements should reduce the potential for structural failure, major structural damage, and loss of life. However, some structural damage may occur, and it is possible that some

residences/structures and infrastructures will not be safe for occupation/use after a large earthquake.

MM 3.6/2.0 In relatively flat areas which can be developed with minimal grading (the southern portion of the Project site and along Tassajara and Cottonwood Creeks):

- Locate improvements off (setback from) unstable and potentially unstable landforms such as landslides, colluvium filled swales, creek banks, and steep hill slopes.
- Remove, stabilize or reconstruct potentially unstable landforms, or
- Employ modern design, including appropriate foundation design and applicable codes and policies, in the construction of improvements that must be located on potentially unstable landforms or in areas underlain by alluvium with shallow groundwater levels which could be locally susceptible to liquefaction.

MM 3.6/4.0 Engineered retention structures and surface and subsurface drainage improvement should be uses as appropriate to improve the stability of sidehill fills and potentially unstable materials, particularly colluvium not entirely removed by grading.

MM 3.6/5.0 Seismically-induced fill settlement can be substantially reduced if fills are properly designed with keyways and subsurface drainage, and are adequately compacted (i.e., minimum 90 percent relative compaction as defined by the American Society for Testing and Materials (ASTM) test method D1557).

MM 3.6/6.0 Design roads, structural foundations, and underground utilities to accommodate estimated settlement without failure, especially across transitions between fills and cuts. Potentially unstable stock pond embankments should be removed in development areas, unless they are reconstructed to current earthquake design standards.

MM 3.6/7.0 Final design of improvements in the Project site should be made in conjunction with a design-level geotechnical investigations and the reports should be submitted to the City of review prior to issuing any permits. These investigations should incorporate stability analysis of both natural slopes that could impact planned improvements, and planned engineered (cut and fill) slopes, assuming saturated conditions and earthquake shaking. Significant slopes should achieve a minimum factor of safety against failure of 1.5 for static conditions (where 1.0 is failure) and 1.2 under design pseudo-static earthquake loading. A displacement analysis should be performed for critical slopes to confirm the effectiveness of mitigation measures.

MM 3.6/14.0 The potential impact of expansive soils and rock with respect to Project improvements can be significantly reduced, or in many cases prevented by the recognition and characterization of site-specific conditions, and the formulation of appropriate design-level geotechnical investigation conducted for each specific proposed project.

MM 3.6/15.0 The potential for shrink and swell of expansive soils and rock can be reduced by controlling moisture and by treatment through measures listed below. Subsurface drainage alone is not generally effective against the effects of regional wet/drought cycles. Required measures for a specific project should be based on the recommendation of the project geotechnical consultant and approved by the City and include:

- Moisture conditioning prior to construction;
- Construction of surface and subsurface drainage to control infiltration after construction;
- Lime treatment, which can be used to produce non-expansive fill.

MM 3.6/16.0 The potential effects of expansive soil can be reduced by appropriate foundation and pavement design, including those design elements listed below.

- Adjustable foundation systems are not generally effective against the effects of regional wet/drought cycles and are considered undesirable because the systems require periodic maintenance, and their use should be discouraged. Appropriate design criteria should be developed by the project geotechnical consultant and approved by the City:
- Founding structural foundations below the zone of seasonal moisture change;
- Use of structurally supported floors; and
- Removal and replacement with non-expansive fill beneath structure slabs and asphaltic concrete.

MM 3.6/27.0 The potential impacts of short-term construction-related erosion and sedimentation can be reduced by timing grading activities to avoid the rainy season as much as possible, and by implementing one or more of the following interim control measures, which are designed to prevent concentration of runoff, control runoff velocity, and trap silt. Required measures for a specific project will be determined by the City and be a requirement of the grading permit.

- Water bars;
- Mulch-and-net blankets on exposed slopes;
- Straw bale dikes;
- Temporary culverts and swales;
- Sediment traps; and/or
- Silt fences.

MM 3.6/28.0 The potential impacts of long-term erosion and sedimentation can be reduced by the appropriate design, construction, and continued maintenance of surface and subsurface drainage of one or more of the following long-term control measures.

- Required measures for a specific project should be based on the recommendations of the project geotechnical consultants, and approved by the City.
- Construction of sediment catch basins at strategic locations to prevent off site sedimentation from existing and/or potential onsite sources;
- Design and construction of storm sewer systems that incorporate the cumulative effects of project buildout
- Creek bank stabilization and repair of existing gullies;
- Revegetation and continued maintenance of graded slopes;
- Construction of drainage ditches or cut and fill slopes and/or natural slopes above developed areas;
- Closed downspout collection systems for individual structures;
- Design of cut and fill slopes to minimize, as much as possible, natural low velocity sheet flow runoff; and
- Periodic homeowner/landowner maintenance.

Dublin Ranch West SEIR

Geology and soils were addressed in the Initial Study for the SEIR. No potentially significant impacts or mitigation measures were identified.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to geology and soils would result from the Wallis Ranch/Trumark project with implementation of the mitigation measures identified in the Eastern Dublin EIR.

Project Impacts and Mitigation Measures

(a) Seismic hazards

No New Impact. Potential impacts related to seismic hazards are described below.

Fault Rupture. The project site is not located within or adjacent to an Alquist-Priolo Earthquake Fault Zone. Therefore, the project would have no impact related to fault rupture.

Ground Shaking. The project site and the entire San Francisco Bay Area are located in a seismically active region subject to strong seismic ground shaking. Ground shaking is a general term referring to all aspects of motion of the earth's surface resulting from an earthquake, and is normally the major cause of damage in seismic events. The extent of ground-shaking is controlled by the magnitude and intensity of the earthquake, distance from the epicenter, and local geologic conditions. The magnitude of a seismic event is a measure of the energy released by an earthquake; it is assessed by seismographs that measure the amplitude of seismic waves. The intensity of an earthquake is a subjective measure of the perceptible effects of a seismic event at a given point. The Modified Mercalli Intensity (MMI) scale is the most commonly used scale to measure the subjective effects of earthquake intensity. It uses values ranging from I to XII.

Mapping has been compiled by the Metropolitan Transportation Commission (MTC) and Association of Bay Area Governments (ABAG) for the likely shaking intensities in the Bay Area that would have a 10 percent chance of occurring in any 50-year period. A large earthquake (magnitude 6.7 or greater) on one of the major active faults in the region would generate severe (MMI 8) ground shaking at the project site.

The most significant adverse impact associated with strong seismic shaking is potential damage to structures and improvements. No habitable structures would be constructed as part of the proposed project; however, implementation of the proposed project would increase the use of the project site and result in the construction of improvements in areas subject to seismic shaking. The risk of ground shaking impacts is reduced through adherence to the design and materials standards set forth in building codes. The City of Dublin has adopted the 2019 CBC (Title 24, Part 2 of the California Code of Regulations), which provides for stringent construction requirements on projects in areas of high seismic risk. Consistent with MM 3.6/1.0 and MM 3.6/2.0 identified in the Eastern Dublin EIR, the design and construction for the proposed project would be required to conform with, or exceed, current best standards for earthquake

resistant construction in accordance with the most recent CBC adopted by the City and with the generally accepted standards of geotechnical practice for seismic design in Northern California. With adherence to MM 3.6/1.0 and MM 3.6/2.0 identified in the Eastern Dublin EIR, there would be no new or substantially more severe significant impacts related to ground shaking beyond what has been analyzed in the prior environmental documents. No additional analysis is required.

Liquefaction. Liquefaction is the transformation of loose, fine-grained sediment to a fluid-like state similar to quicksand. This phenomenon occurs due to strong seismic activity, and lessens the soil's ability to support a structural foundation. The primary factors affecting the possibility of liquefaction in soil are: (1) intensity and duration of earthquake shaking; (2) soil type and relative density; (3) overburden pressures; and (4) depth to groundwater. Soil most susceptible to liquefaction is clean, loose, fine-grained sands and non-plastic silts that are saturated.

The California Geological Survey (CGS) has mapped Seismic Hazard Zones that delineate areas susceptible to liquefaction and/or landslides that require proposed new developments in these areas to conduct additional investigation to determine the extent and magnitude of potential ground failure. According to mapping by CGS, the project site is located in an area mapped as a liquefaction hazard zone. The proposed project would be designed and constructed consistent with the most current earthquake resistance standards for Seismic Zone 4 in the CBC, which includes specifications for site preparation, such as compaction requirements for foundations. In addition, implementation of mitigation measures MM 3.6/2.0, MM 3.6/4.0, MM 3.6/5.0, MM 3.6/6.0, and MM 3.6/7.0, identified in the Eastern Dublin EIR and described above would reduce potential impacts associated with these hazards to less than significant.

Landslide. The proposed project is located on gently sloping terrain and the potential for landslide is low. The project would not result in any new habitable structures and therefore would not expose people or structures to potential substantial adverse effects from landslides. This impact would be less than significant.

With adherence to the mitigation measures identified in the Eastern Dublin EIR, there would be no new or substantially more severe significant impacts related to seismic hazards beyond what has been analyzed in the prior environmental documents. No additional analysis is required.

(b) Erosion/topsoil loss

No New Impact. The potential for soil erosion exists during the period of earthwork activities and between the time when earthwork is completed and new vegetation is established or hardscape is installed. Exposed soils could be entrained in stormwater runoff and transported off the project site. Construction specifications require the preparation of a Stormwater Pollution and Prevention Plan (SWPPP) prior to any ground disturbance activities as required by the National Pollutant Discharge Elimination System (NPDES) General Permit (GP) for Construction (Order 2009-009-DWQ). The SWPPP would provide the details of the erosion

control measures to be applied on the project site during the construction period, including Best Management Practices (BMPs) for erosion control that are recognized by the RWQCB. Additional details regarding the SWPPP are provided in Section 9, Hydrology and Water Quality. In addition, the proposed project would be required to comply with MM 3.6/27.0 and MM 3.6/28.0, identified in the Eastern Dublin EIR and described above, to reduce short- and long-term erosion and sedimentation associated with project construction and operation.

With adherence to the mitigation measures identified in the Eastern Dublin EIR and compliance with regulatory requirements, there would be no new or substantially more severe significant impacts related to erosion beyond what has been analyzed in the prior environmental documents. No additional analysis is required.

(c-d) Soil stability

No New Impact. Expansive soils are characterized by the potential for shrinking and swelling as the moisture content of the soil decreases and increases, respectively. Shrink-swell potential is influenced by the amount and type of clay minerals present and can be measured by the percent change of the soil volume. Soils underlying the project site are primarily composed of Clear Lake clay, drained, 0 to 2 percent slopes, according to the United States Department of Agriculture (USDA) Natural Resources Conservation Service Web Soil Survey. Clear Lake clay is a very deep, poorly drained soil type, with high shrink-swell potential.

The proposed project would be designed and constructed consistent with the most current earthquake resistance standards for Seismic Zone 4 in the CBC, which includes specifications for site preparation, such as compaction requirements for foundations. Therefore, the project site is not anticipated to become unstable as a result of the proposed project, or potentially result in on- or off-site landslides, liquefaction, lateral spreading or settlement. In addition, implementation of mitigation measures MM 3.6/2.0, MM 3.6/4.0, MM 3.6/5.0, MM 3.6/6.0, and MM 3.6/7.0, identified in the Eastern Dublin EIR and described above would reduce potential impacts associated with unstable soils to a less-than-significant level. With adherence to the mitigation measures identified in the Eastern Dublin EIR and compliance with standard City development requirements, there would be no new or substantially more severe significant impacts related to soil stability beyond what has been analyzed in the prior environmental documents. No additional analysis is required.

(e) Soil capability to support waste water disposal, including septic

No New Impact. The proposed project would connect to the existing wastewater conveyance system. On-site treatment and disposal of wastewater is not proposed for the project; therefore, the proposed project would have no impacts associated with soils incapable of supporting alternative wastewater disposal systems. No new impacts or substantially more severe significant impacts would occur. No additional analysis is required.

(f) Paleontological/unique geological resources

No New Impact. No paleontological resources or unique geologic features are known to exist within the project site and ground disturbance for the proposed project is not expected to extend deep enough to affect native soils or to impact scientifically important paleontological resources. If such resources are encountered during ground-disturbing activities, implementation of MM 3.9/5.0 and MM 3.9/6.0 identified in the Eastern Dublin EIR would reduce any potential impacts to paleontological resources to a less-than-significant level. With adherence to MM 3.9/5.0 and MM 3.9/6.0 identified in the Eastern Dublin EIR, there would be no new or substantially more severe significant impacts to paleontological resources beyond what has been analyzed in the prior environmental documents. No additional analysis is required.

Source(s)

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Greenhouse Gas Emissions

Project Impacts and Mitigation Measures

Since the Eastern Dublin EIR and the Dublin Ranch West SEIR were certified before greenhouse gas (GHG) emission analysis became a CEQA requirement in 2006, the determination of whether GHG emissions and climate change need to be analyzed for this proposed project is governed by the law on supplemental or subsequent EIRs (Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15163).

The topic of the project's contribution to GHG emissions was not analyzed in the Eastern Dublin EIR, the Dublin Ranch West SEIR or the 2014 Addendum. However, these impacts are not required to be analyzed unless they constitute new information of substantial importance that was not known and could not have been known at the time the previous EIR was certified as complete (Public Resources Code Section 21166 and the CEQA Guidelines Sections 15162 and 15163). The impact of GHG emissions was known at the time of the certification of the Eastern Dublin EIR, the Dublin Ranch West SEIR and the 2014 Addendum. Under CEQA standards, it is not new information that requires analysis in a supplemental EIR or negative declaration. Therefore, no supplemental environmental analysis of the project's impacts on this issues is required under CEQA.

(a-b) Generate greenhouse gas (GHG) emissions or conflict with GHG plans or regulations

As discussed above, no additional environmental analysis is required under CEQA Section 21166.

Hazards and Hazardous Materials

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
8. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ mile of an existing or proposed school?				X
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				X
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

Environmental Setting

A Phase I Environmental Site Assessment (ESA) was prepared for the Wallis Ranch/Trumark project. The Phase I ESA evaluated the potential for past land uses to have impacted the environmental condition of the site through the review of historical information sources (e.g., historic aerial photos and maps) and government databases that list hazardous materials release sites and facilities that handle hazardous materials. According to the 2014 Addendum, the Phase ESA did not identify any recognized environmental conditions within the Wallis Ranch/Trumark project area, within which the project site is located.

Regulatory Framework

Federal and State Regulations

Federal Aviation Administration (FAA)

Notification to the FAA is required for the construction of any tower or the alteration of an antenna structure that is registered with the Commission's Antenna Structure Registration (ASR) system. Generally, towers that meet certain height and location requirements (e.g., are more than 200 feet above ground level and/or are located within proximity of an airport) require notice with the FAA and ASR system and must register with the Federal Communications Commission (FCC). A final determination of "no hazard" is required from the FAA prior to any construction or alteration of facilities.

California Environmental Protection Agency

The California Environmental Protection Agency (CalEPA) was formed in 1991 to preserve and protect the environment and to ensure public health and safety in relation to environmental laws and regulations. The CalEPA manages the State's natural resources in a cohesive, cabinet-based system. Additionally, the CalEPA implements the Unified Program, which ensures consistency in the administrative and enforcement actions taken in regards to hazardous waste and materials.

Resource Conservation and Recovery Act

The Resource Conservation and Recovery Act (RCRA) of 1976 authorized the USEPA to control hazardous waste from "cradle-to-grave," which includes the generation, transportation, treatment, storage, and disposal of hazardous waste. Additionally, RCRA established regulations for managing non-hazardous solid wastes. In 1986, amendments to RCRA provided authority to the USEPA to manage environmental problems that could result from underground tanks storing petroleum and other hazardous substances.

Comprehensive Environmental Response, Compensation, and Liability Act

Commonly known as Superfund, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 established regulations concerning closed and abandoned hazardous waste sites. Additionally, it provided regulations regarding liability for closed and abandoned hazardous waste sites and established a trust fund for cleanup when no liability is found.

California Department of Toxic Substances and Control

The California Department of Toxic Substances Control (DTSC) is a sub-department under the CalEPA and manages the federal hazardous waste program within the State. The department regulates the lifecycle of hazardous waste and sets goals for reducing hazardous waste

production. The program follows federal and State law to ensure hazardous waste managers correctly handle, store, transport, dispose, reduce, and clean waste, and are equipped in the event of an emergency.

Government Code Section 65962.5

CalEPA is required by Section 65962.5 of the Government Code to develop and update a list of hazardous waste and substances sites, known as the Cortese List. The SWRCB and DTSC identify hazardous substance release sites included on the Cortese List, which is used by State and local agencies to ensure CEQA compliance.

California Building Code

The State of California provides a minimum standard for building design construction standards through Title 24 of the California Code of Regulations (CCR) through the CBC, which is located in Part 2 of Title 24. The CBC is updated every three years, and the current 2019 CBC went into effect in January 2020. It is generally adopted on a jurisdiction-by-jurisdiction basis, subject to further modification based on local conditions. City building officials monitor commercial and residential building plans to ensure compliance with fire safety standards within the CBC.

California Fire Code

The California Fire Code includes regulations for emergency planning, fire service features, fire protection systems, hazardous materials, fire flow requirements, and fire hydrant locations and distribution. Several fire safety requirements include: installation of sprinklers in all high-rise buildings; the establishment of fire resistance standards for fire doors, building materials, and particular types of construction; and the clearance of debris and vegetation within a prescribed distance from occupied structures in wildlife hazard areas. Chapter 5.08 of the City's Municipal Code adopts the California Fire Code by reference, which is updated every three years.

California Emergency Management Agency

The California Emergency Management Agency (CalEMA) was consolidated as part of the Governor's Office on January 1, 2009, merging the former Governor's Office of Emergency Services with the existing Governor's Office of Homeland Security. CalEMA coordinates all State agency response to major disasters to provide support and hazard mitigation efforts for local governments. The agency also ensures the State has the appropriate resources and plans in order to respond in the event of all natural and human-induced emergencies and disasters.

California Department of Forestry and Fire Protection

The California Department of Forestry and Fire Protection (CALFIRE) maps the predicted threat of fire within all of California. CALFIRE categorizes this threat based on factors including fuel availability, topography, fire history, and climate. These threats are ranked on a threshold from no fire threat, moderate, high, and very high fire threat. The 2012 Strategic Fire Plan for

California was generated by CALFIRE to provide guidelines and objectives in order to account for associated fire impacts. The Strategic Plan was recently updated in January 2019.

California Accidental Release Prevention Program

The California Accidental Release Prevention (CalARP) Program aims to prevent accidental releases of regulated hazardous materials that represent a potential hazard beyond property boundaries. Facilities that are required to participate in the CalARP Program use or store specified quantities of toxic and flammable substances (hazardous materials) that can have off-site consequences if accidentally released. A Risk Management Plan (RMP) is required for such facilities. The intent of the RMP is to provide basic information that may be used by first responders in order to prevent or mitigate damage to the public health and safety and to the environment from a release or threatened release of a hazardous material, and to satisfy federal and state Community Right-to-Know laws. The Alameda County Department of Environmental Health reviews CalARP risk management plans as the Certified Unified Program Agency (CUPA).

Regional and Local Regulations

San Francisco Bay Regional Water Quality Control Board

The Porter-Cologne Water Quality Control Act established the State Water Resources Control Board (SWRCB) and nine regional water boards including the San Francisco Bay Regional Water Quality Control Board (RWQCB). The San Francisco Bay RWQCB oversees the regulation of waterways within the City of Dublin, and can order groundwater investigations and remediation actions in the event that either groundwater or State surface waters are susceptible to threat.

City of Dublin General Plan

Section 8.3.4 of the General Plan outlines policies and programs related to hazards and hazardous materials. The following policies related to hazardous materials are applicable to the proposed project:

> **Guiding Policy 8.3.4.1.A.1.** Maintain and enhance the ability to regulate the use, transport, and storage of hazardous materials and to quickly identify substances and take appropriate action during emergencies.
>
> **Guiding Policy 8.3.4.1.A.2.** Minimize the risk of exposure to hazardous materials from contaminated sites.
>
> **Implementing Policy 8.3.4.1.B.4**. Require site-specific hazardous materials studies for new development projects where there is a potential for the presence of hazardous materials from previous uses on the site. If hazardous materials are found, require the clean-up of sites to acceptable regulatory standards prior to development.

Eastern Dublin Specific Plan

According to Section 11.4.7 of the Eastern Dublin Specific Plan, some former uses of the land (e.g., agriculture, medical services, manufacturing) within Eastern Dublin involved the use of hazardous materials. Remnants of these materials may remain on lands within the Eastern Dublin area. The Eastern Dublin Specific Plan includes the following policy to address potential hazardous materials:

> **Policy 11-1** Prior to issuance of building permits for site-specific Phase I (and if necessary Phase II) environmental site assessments shall be made available to the Community Development Director, with appropriate documentation that all recommended remediation actions have been completed.

City of Dublin Wildfire Management Plan

In 1996, the City adopted the City of Dublin Wildfire Management Plan to reduce the risk of open land wildfire while protecting wildlife habitat and other open space values. The Wildfire Management Plan outline responsibilities for the maintenance of open space, funding source for open space maintenance, submittal requirements for review and approval, construction requirements for buildings adjacent to open space or other undeveloped land, emergency access to open space area, and vegetation standards.

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR did not identify any impacts related to hazards and hazardous materials. The Eastern Dublin EIR did identify potentially significant impacts related to wildfire and fire hazards. Mitigation measures were identified to reduce potential impacts to a less-than-significant level. The following mitigation measures would apply to the proposed project:

> **MM 3.5/9.0** Incorporate DRFA recommendations on project design related to access, water pressure, fire safety and prevention into the requirements for development approval. Required that the following DRFA design standards are incorporated where appropriate:
>
> - Use of non-combustible roof materials in all new construction.
> - Available capacity of 1,000 gallons per minute (gpm) at 20 pounds per square inch (PSI) fire flow from project fire hydrants on public water mains. For groupings of one-family and small two-family dwellings not exceeding two stories in height, the fire flow requirements are a minimum of 1,000 gpm. Fire flow requirements for all other buildings will be calculated based on building size, type of construction, and location.

- A buffer zone along the backs of homes which are contiguous with the wildland are. This buffer zone is to be landscaped with irrigated (wet banding) or equivalent fire-resistive vegetation.
- Compliance with DRFA minimum road widths, maximum street slopes, parking recommendations, and secondary access road requirements.
- Require residential structures outside the DRFA's established response time and zone to include fire alarm systems and sprinklers.

Dublin Ranch West SEIR

Hazards and hazardous materials were addressed in the Initial Study for the SEIR. No potentially significant hazardous materials impacts or additional mitigation measures beyond those identified in the Eastern Dublin EIR were identified.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to hazardous materials would result from the Wallis Ranch/Trumark project than were previously analyzed in the prior environmental documents.

Project Impacts and Mitigation Measures

(a) Exposure to hazardous materials

No New Impact. The proposed project would result in the construction of a community park. Park land uses typically do not involve transport, use, or disposal of significant quantities of hazardous materials. However, operation of the proposed project could involve the use, handling, and storage of small quantities of commercially-available hazardous materials (e.g., paint, cleaning supplies, pesticides, and herbicides). However, hazardous materials stored and used at the site would be required to be managed in accordance with applicable local, State, and federal hazardous materials regulations that would reduce risks associated with leakage, explosions, fires, or the escape of harmful gases. Because the proposed project would generate small quantities of hazardous materials similar in nature, type, and volume to the uses anticipated in the Eastern Dublin Specific Plan, Dublin Ranch West project, and the Wallis Ranch/Trumark project, the project would not result in new impacts or substantially more severe significant impact related to the routine use, storage, or disposal of hazardous materials, beyond those analyzed in the prior environmental documents.

During project construction, hazardous materials such as fuel, lubricants, paint, sealants, and adhesives would be transported and used at the project site. The proposed project would be required to comply with federal, State, and local regulations regarding the transportation, use, and disposal of hazardous materials, including preparation and implementation of a Storm

Water Pollution Prevention Plan (SWPPP) that requires implementation of control measures for hazardous material storage and soil stockpiles, inspections, maintenance, and training, and containment of releases to prevent runoff into existing storm collection systems or waterways. Compliance with existing regulations and implementation of the SWPPP during construction would ensure that potential impacts associated with hazardous material use, transport, and disposal are considered less than significant. Therefore, no new impacts or substantially more severe significant impacts would occur. No additional analysis is required.

(b) Upset/accident

No New Impact. The proposed project would not involve storage or use of hazardous materials (except for small quantities for routine maintenance as described above) or generation of significant hazardous wastes. As such, potential significant impacts related to a foreseeable upset would not be expected.

During construction, hazardous materials such as fuel, lubricants, paint, sealants, and adhesives would be transported and used at the project site. Management of these materials at the project site would be subject to the requirements of the National Pollutant Discharge Elimination System (NPDES) Construction General Permit. Compliance with the Construction General Permit would require preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) designed to reduce the risk of spills or leaks from the reaching the environment. The SWPPP would also include a Spill Response Plan to address minor spills of hazardous materials. Compliance with SWPPP requirements would ensure that potential significant hazards associated with routine transport, use, or disposal of hazardous materials during and after construction would be less than significant.

As previously described, the Phase I ESA prepared for the Wallis Ranch/Trumark project did not identify any recognized environmental conditions within the Wallis Ranch/Trumark project site, within which the project site is located. Compliance with all applicable local, State, and federal regulations and standards pertaining to the release of hazardous materials and risk of upset would ensure that impacts associated with the release of hazardous materials would be less than significant. No new impacts or substantially more severe significant impacts would occur. No additional analysis is required.

(c) Near school

No New Impact. The Quarry Lane High School is located across Tassajara Road from the project site. No other schools are located within 0.25 mile of the project site. As described in Sections 3.8.1.a and 3.8.1.b, the City would be required to comply with all applicable local, State, and federal regulations and standards related to hazardous emissions and materials. Therefore, no new impacts or substantially more severe significant impacts would occur. No additional analysis is required.

(d) Hazardous materials list

No New Impact. Government Code Section 65962.5 states that the California Department of Toxic Substances shall compile and maintain annually a list of hazardous waste facilities subject to corrective action as part of the Health and Safety Code. This list is commonly referred to as the Cortese List. The project site is not located on the Regional Water Quality Control Board's Leaking Underground Tank Cleanup Site (LUST) or any other Cleanup Program Sites (formerly known as spills, leaks, investigations, and cleanups or SLIC). These two components comprise the State Cortese List of known hazardous materials sites compiled pursuant to Government Code Section 65962.5. Therefore, no new impact or substantially more severe significant impact related to being located on a list of hazardous materials site compiled pursuant to Government Code Section 65962.5 would occur. No additional analysis is required.

(e) Proximity to a public airport

No New Impact. The project site is not located within an airport land use plan, or within 2 miles of a public airport or public use airport. The closest airports to the project site are the Livermore Municipal Airport, located approximately 3.6 miles southeast of the project site and the Hayward Executive Airport, located approximately 4.5 miles west. The proposed project would include development of a community park. Proposed improvements would be largely at-grade. The proposed project would not increase residential density, would not be an incompatible land use, would not add structures of a height such that it would create a hazard or obstruction, and would not result in the addition of a characteristic that would create a hazard to air navigation. Therefore, the proposed project would not result in new impacts or substantially more severe significant impacts than were analyzed in the prior environmental documents. No additional analysis is required.

(f) Impair implementation of an emergency response plan or emergency evacuation plan

No New Impact. The Tri-Valley Local Hazard Mitigation Plan was developed in compliance with State requirements and also meets the requirements of the Federal Emergency Management Agency (FEMA) as the City's local hazard mitigation plan. The Tri-Valley Local Hazard Mitigation Plan provides a uniform hazard mitigation strategy for the Tri-Valley area, addressing a range of hazards including, but not limited to, earthquakes, floods and wildland fire. The City of Dublin also has an adopted Comprehensive Emergency Management Plan and a Local Hazard Mitigation Plan to assess hazards and mitigate risks prior to a disaster event.

The proposed project would construct a community park within an existing residential neighborhood. It is not located along an identified evacuation route, nor would it affect local roadways. The proposed project would not interfere with an adopted emergency response plan or emergency evacuation plan. Because the proposed project would not substantially alter or block the adjacent roadways, the proposed project would not be expected to impair the function of nearby emergency evacuation routes. Therefore, the proposed project would not result in new impacts or substantially more severe significant impacts related to

implementation of an adopted emergency response plan or emergency evacuation plan. No additional analysis is required.

(g) Expose people or structures to wildland fires

No New Impact. A wildland fire is a fire occurring in a suburban or rural area which contains uncultivated land, timber, range, brush, or grasslands. Wildland fires are primarily a concern in areas where there is a mix of developed and undeveloped lands. The project site is located within a moderate Fire Hazard Severity Zone within a State Responsibility Area (SRA), as mapped by the California Department of Forestry and Fire Protection (CAL FIRE). The proposed project does not involve construction of residential or commercial structures or any other structures for human occupation, and people would use the park for a limited duration of time. As described above, the proposed project would be required to adhere to mitigation measures identified in the Eastern Dublin EIR and the City's Wildfire Management Plan. With adherence to MM 3.9/9.0 identified in the Eastern Dublin EIR, there would be no new or substantially more severe significant impacts related to wildland fires beyond what has been analyzed in the prior environmental documents. No additional analysis is required.

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Wallace Roberts & Todd. 1992. Final Environmental Impact Report, State Clearinghouse Number 91103064 Eastern Dublin General Plan Amendment and Specific Plan. December 7.

Hydrology and Water Quality

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
9. HYDROLOGY AND WATER QUALITY. Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?				X
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				X
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				X
i. Result in substantial erosion or siltation on- or off-site;				X
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;				X
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				X
iv. Impede or redirect flood flows?				X
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				X
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				X

Environmental Setting

The project site is located within the Tassajara Creek watershed, which drains an approximately 23.2 square mile basin east of the San Francisco Bay via the Arroyo Del Valle and Arroyo de La Laguna. Tassajara Creek flows in a north-south direction through the project site. The site is located within the jurisdiction of Zone 7 of the Alameda County Flood Control and Water Conservation District.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Panel 06001C0326G (August 3, 2009), the majority of the project site is located in Zone X, Area of Minimal Flood Hazard, which is not considered a special flood hazard area. The Tassajara Creek channel, which bisects the site, is designated as Zone A, which is a special flood hazard area.

Tassajara Creek is not currently listed as impaired on the current Clean Water Act Section 303(d) List of Impaired Waters; however, Arroyo Del Valle and Arroyo de La Laguna are both listed as impaired due to diazinon associated with urban-related runoff.

Regulatory Framework

Federal and State Regulations

Clean Water Act

The USEPA adopted the Clean Water Act (CWA) in 1977 to set a framework for establishing regulations to protect the chemical, physical, and biological integrity of the nation's waters. The National Pollutant Discharge Elimination System (NPDES) under section 402(p) of the CWA aims to reduce the direct discharge of pollutants into waterways and manage additional pollution runoff. The San Francisco Bay RWQCB has the authority to administer permits within its jurisdiction including the City of Dublin. Section 303(d) of the CWA requires that each state identify "impaired" water bodies or segments of water bodies that do not meet at least one of the listed state water-quality standards. When the water body or segment is listed as impaired, the state institutes a Total Maximum Daily Load (TMDL) for the pollutant found to be creating the impairment. The TMDL is the maximum amount of a pollutant that a water body can receive and still meet water-quality standards, and is usually calculated based on the total amount of allowable loads generated by a single pollutant deriving from all of its originating point and non-point sources. The 303(d) list identifies water bodies that will need to establish a TMDL in the future in order to abide by water-quality standards. As per 303(d), the RWQCB has identified impaired water bodies within its authority as well as the associated pollutants causing the impairment.

National Pollutant Discharge Elimination System

As described above, the NPDES was established under the CWA to regulate municipal, industrial and stormwater discharges to the surface waters of the United States, including discharges from municipal separate storm sewer systems (MS4s). All entities that discharge pollutants into an identified waterbody of the United States are required to obtain a NPDES permit.

The proposed project is subject to the conditions of the Municipal Regional Permit (MRP) (Order No. R2-2015-0049 NPDES Permit No. CAS612008). The C.3 Stormwater Technical Guidance updated in February 2021 as per the Alameda County Clean Water Program, outlines low impact development provisions that the MS4 permit holders can use during planning of

development activities to manage and reduce occurrences of stormwater runoff pollutant discharges. These low impact development methods aim to preserve existing natural landscapes to minimize imperviousness and water quality impacts.

National Flood Insurance Program

The National Flood Insurance Program exists under the Federal Emergency Management Agency (FEMA) to distinguish and evaluate flood hazards. FEMA generated Flood Insurance Rate Maps (FIRMs) identify the location of these potential flooding hazards and help plan for the correct land use and floodplain development within those locations. Information for FIRMs is generated by Flood Insurance Studies (FISs). Special Flood Hazard Areas (SFHAs) are distinguished via FIRMs.

Porter-Cologne Water Quality Control Act

California adopted the Porter-Cologne Water Quality Act in 1969, giving the SWRCB and regional water quality control boards the authority over State water rights and policies in relation to managing and enforcing water quality. The regional boards adopt Water Quality Control Plans (Basin Plans) that outline their region's water quality conditions and standards as well as beneficial uses of the region's ground and surface water. The City of Dublin lies within the boundaries Region 2 governed by the San Francisco Bay RWQCB. The most recent Basin Plan for the San Francisco Bay Watershed was updated by the RWQCB in 2015 and is revised periodically to reflect relevant ecological, technological, and political changes. The Basin also includes water quality standards for groundwater.

Statewide Construction General Permit

Construction projects or activities that are one acre or more must obtain a General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, or a Construction General Permit from the SWRCB. Prior to construction, the Project Applicant must submit online Permit Registration Document (PRDs) to the Stormwater Multiple Application and Report Tracking System (SMARTS) website. The PRDs include a Notice of Intent (NOI), Risk Assessment, Post-Construction Calculations, a Site Map, the Stormwater Pollution Prevention Plan (SWPPP), a signed certification by the Project Applicant, and the first annual fee. Applicants are also required develop BMPs in accordance with the development of a SWPPP. The SWPPP maps the boundaries of the Project site, identifying the existing and proposed structures and roads within the vicinity of the site, as well as stormwater collection and discharge points and drainage patterns. These BMPs should address strategies to prevent soil erosion and the proper treatment and discharge of other pollutants generated by construction, which could contaminate waterways on or nearby the site. A SWPPP must also include a visual chemical monitoring program of nonvisible pollutants and a sediment-monitoring program. As the Project site is larger than one acre, it is subject to these listed requirements.

Sustainable Groundwater Management Act

The Sustainable Groundwater Management Act of 2014 (SGMA) is a comprehensive three-bill package that was signed into California State law in September 2014. The SGMA that provides a framework for sustainable management of groundwater supplies by local authorities, with a limited role for State intervention only if necessary to protect the resource. The plan is intended to ensure a reliable groundwater water supply for California for years to come.

The SGMA requires the formation of local groundwater sustainability agencies (GSAs) that must assess conditions in their local water basins and adopt locally based management plans. The act requires that GSAs implement plans and achieve long-term groundwater sustainability within 20 years of implementation of the SGMA.

City of Dublin General Plan

Sections 7.2 and 7.3 of the General Plan outlines policies and programs related to stream corridors and riparian areas and erosion and siltation control. The following policies related to hydrology and water quality are applicable to the proposed project:

> **Guiding Policy 7.2.1.A.1.** Protect riparian vegetation as a protective buffer for stream quality and for its value as a habitat and aesthetic resource.
>
> **Guiding Policy 7.2.1.A.2.** Promote access to stream corridors for passive recreational use and to allow stream maintenance and improvements as necessary, while respecting the privacy of owners of property abutting stream corridors.
>
> **Implementing Policy 7.2.1.B.1.** Enforce Watercourse Ordinance 52-87 for developed areas of the city.
>
> **Implementing Policy 7.2.1.B.2.** Require open stream corridors of adequate width to protect all riparian vegetation, improve access, and prevent flooding caused by blockage of streams.
>
> **Implementing Policy 7.2.1.B.3.** Require revegetation of creek banks with species characteristic of local riparian vegetation, where construction requires creekbank alteration.
>
> **Guiding Policy 7.3.1.A.1.** Maintain natural hydrologic systems.
>
> **Guiding Policy 7.3.1.A.2.** Regulate grading and development on steep slopes.
>
> **Implementing Policy 7.3.1.B.1.** Enforce the requirements of the Municipal Regional Permit for stormwater issued by the San Francisco Bay Regional Water Quality Control

Board or any subsequent permit as well as Chapter 7 (Public Works) and Chapter 9 (Subdivisions) of the Dublin Municipal Code for maintenance of water quality and protection of stream courses.

Implementing Policy 7.3.1.B.2. Review development proposals to insure site design that minimizes soil erosion and volume and velocity of surface runoff.

Implementing Policy 7.3.1.B.3. Restrict development on slopes over 30 percent.

Eastern Dublin Specific Plan

Section 9.3 of the Eastern Dublin Specific Plan contains policies related to storm drainage and water quality. The following policies related to hydrology and water quality are applicable to the proposed project:

Policy 9-7: Require drainage facilities that will minimize any increased potential for erosion or flooding.

Policy 9-8: Require channel improvements consist of natural creek bottoms and side slopes with natural vegetation where possible to meet Policy 9-7 above. (See also Policy 7-11.)

Policy 9-9: Plan facilities and select management practices in the Eastern Dublin Specific Plan area that protect and enhance water quality.

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified potentially significant impacts related to the overdraft of potential flooding, reduced groundwater recharge, and non-point sources of pollution. Mitigation measures were identified to reduce potential impacts to a less-than-significant level. The following mitigation measures would apply to the proposed project:

MM 3.5/44.0 Require drainage facilities that will minimize any increased potential or erosion or flooding.

MM 3.5/45.0 Require channel improvements consisting of natural creek bottoms and side slopes with natural vegetation where possible to meet Policy 9.7 above.

MM 3.5/46.0 Storm Drainage Master Plan. Require a Master Drainage Plan be prepared for each development application prior to development approval. The plan shall include:

- Hydrologic studies of entire related upstream watersheds.
- Phase approach and system modeling.
- Documentation of existing conditions.
- Design-level analysis of the impacts of proposed development of the existing creek channels and watershed areas.
- Detailed analysis of effects of development on water quality of surface runoff.
- Detailed drainage design plans for each phase of the proposed project.
- Design features to minimize runoff flows within existing creeks/channels in order to alleviate potential erosion impacts and maintain riparian vegetation.

MM 3.5/47.0 Flood Control. Require development in the Planning Area to provide facilities to alleviate potential downstream flooding due to project development. These facilities shall include:

- Retention/detention facilities as appropriate to control peak runoff discharge rates.
- Energy dissipators at discharge locations to prevent channel erosion, as per Zone 7 guidelines. Energy dissipators should be designed to minimize adverse effects on biological resources and the visual environment; in particular, widespread use of rip-rap should be avoided.

MM 3.5/49.0 Plan facilities and select management practices in the Eastern Dublin Specific Plan EIR area that protect and enhance water quality.

MM 3.5/50.0 Zone 7 supports ongoing groundwater recharge program from the Central Basin.

MM 3.5/51.0 Develop community-based programs to educate local residents and businesses on methods to reduce non-point sources of pollution. Coordinate such programs with current Alameda County programs. Such programs include:

- Increased availability of liquid recycling centers (i.e. oil, greases, etc.) to reduce potential for dumping into storm drains.
- Programs that educate the public that catch basins and storm drains flow to creeks, to potable groundwater basins, and to the San Francisco Bay, including a potential

program to paint labels at each catch basin and storm drain to alert people to these facts.

Dublin Ranch West SEIR

Hydrology and water quality were addressed in the Initial Study for the SEIR. No potentially significant hydrology or water quality impacts or additional mitigation measures beyond those identified in the Eastern Dublin EIR were identified.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to hydrology and water quality would result from the Wallis Ranch/Trumark project with implementation of the mitigation measures identified in the Eastern Dublin EIR.

Project Impacts and Mitigation Measures

(a) Violate water quality or waste discharge requirements or degrade surface or groundwater quality

No New Impact. Construction activities associated with the proposed project would cause disturbance of soil during excavation work, which could adversely impact water quality. Contaminants from construction vehicles and equipment and sediment from soil erosion could increase the pollutant load in runoff being transported to receiving waters during development. Although surface runoff from the site would likely decrease with the proposed project (due to proposed stormwater treatment measures), runoff from the proposed landscaped areas may contain residual pesticides and nutrients (associated with landscaping) and sediment and trace metals (associated with atmospheric deposition) during operation of the project.

Because the project would result in the disturbance of greater than 1 acre of soil, project implementation is required to comply with the Construction General Permit, which requires preparation of a SWPPP and implementation of BMPs to reduce the discharge of construction-related stormwater pollutants. A SWPPP must include a detailed description of controls to reduce pollutants and outline maintenance and inspection procedures. Typical sediment and erosion BMPs include protecting storm drain inlets, establishing and maintaining construction exits and perimeter controls to avoid tracking sediment off-site onto adjacent roadways. A SWPPP also defines proper building material staging and storage areas, paint and concrete washout areas, describes proper equipment/vehicle fueling and maintenance practices, measures to control equipment/vehicle washing and allowable non-stormwater discharges, and includes a spill prevention and response plan. Compliance with the requirements of the Construction General Permit would ensure that the proposed project would result in less-than-significant impacts to water quality during construction.

As the site is currently largely undeveloped, the proposed project would increase the total amount of impervious surface on the project site. The increase in impervious surface could result in increased stormwater runoff (both flow rate and volume) from the project site relative to pre-project conditions, which may result in hydromodification impacts (i.e., increased potential for erosion of creek beds and banks, silt pollution generation, or other adverse impacts on beneficial uses due to increased erosive force).

The proposed project would be considered a "regulated project" under the MRP. Provision C.3 of the MRP requires new development and redevelopment projects that would replace more than 10,000 square feet of existing impervious surfaces to include post-construction stormwater control in project designs. Under the C.3 requirements, the preparation and submittal of a Stormwater Control Plan (SCP) would be required for the project site. The purpose of a SCP is to detail the design elements and implementation measures necessary to meet the post-construction stormwater control requirements of the MRP. In particular, SCPs must include Low Impact Development (LID) design measures, which reduce water quality impacts by preserving and recreating natural landscape features, minimizing imperviousness, and using stormwater as a resource, rather than a waste product. The proposed project would also be required to prepare a Stormwater Facility Operation and Maintenance Plan to ensure that stormwater control measures are inspected, maintained, and funded for the life of the project. Compliance with the C.3 requirements of the MRP would ensure that operation-period impacts to water quality would be less than significant.

Because the proposed project would be required to comply with applicable State and local regulations, no new impacts or substantially more severe significant impacts related to water quality violations, wastewater discharges, or water quality degradation would occur. No additional analysis is required.

(b) Substantially decrease or interfere with groundwater supplies

No New Impact. Although the proposed project would result in a net increase in impervious surface coverage compared to the existing condition, the proposed project would include the use of LID features that would retain and clean stormwater onsite before discharging it into the municipal stormwater system, consistent with Provision C.3 of the MRP.

The proposed project would connect to the existing water lines within the vicinity of the project site and would not require the use of groundwater. Due to the depth of groundwater and the shallow excavations required for project construction, dewatering is not anticipated during construction activities. Therefore, no new impacts or substantially more severe significant impacts related to groundwater supplies would occur. No additional analysis is required.

(c) Substantially alter existing drainage patterns re: erosion/siltation, re: flooding, or degrade water quality

No New Impact. The proposed project would not alter the course of a stream or river. Tassajara Creek bisects the project site; however, proposed park improvements would be constructed outside of the riparian zone of the creek in compliance with the conditions of the conservation easements.

The proposed project would create new landscaped areas and impermeable pavement surfaces which would alter the existing drainage pattern of the project site. However, as discussed above, the proposed project would be required to comply with the C.3 requirements of the MRP and other standard City development requirements related to stormwater.

Required compliance with applicable regulations and implementation of City policies, as described above, would reduce potential impacts of the project related to changes in drainage patterns to a less-than-significant level. Therefore, no new impacts or substantially more severe significant impacts related to drainage patterns would occur. No additional analysis is required.

(d) Flood hazard, seiche, or tsunami

No New Impact. As described above, the majority of the project site is not located within a flood hazard area mapped by FEMA. The portions of the project site immediately adjacent to Tassajara Creek lie within a 100-year flood hazard area; however, no park improvements are proposed within the flood zone. The riparian corridor associated with Tassajara Creek would be preserved consistent with the conditions of the conservation easement.

The project site is not located within a mapped tsunami inundation area for Alameda County, and no seismically induced seiche waves have ever been documented in the San Francisco Bay area. Additionally, the proposed project would implement various design features to ensure contaminants would be contained. Therefore, no new impacts or substantially more severe significant impacts related to flood hazard, seiche or tsunami would occur. No additional analysis is required.

(e) Water Quality

No New Impact. As noted above, the proposed project would implement various design features to ensure the proposed project would have a less-than-significant impact related to water quality. Additionally, the proposed project would not include the use of groundwater and would not substantially increase the amount of impervious surfaces on the project site, and therefore would not interfere with groundwater recharge in the vicinity of the project site. Therefore, no new impacts or substantially more severe significant impacts related to water quality would occur. No additional analysis is required.

Source(s)

Association of Bay Area Governments and Metropolitan Transportation Commission. 2013. Plan Bay Area. July 18.

California, State of. 2019. California Official Tsunami Inundation Maps. Website: www.conservation.ca.gov/cgs/tsunami/maps (accessed June 27, 2021).

California Water Boards San Francisco Bay R2. 2021. The 303(d) List of Impaired Water Bodies website: www.waterboards.ca.gov/rwqcb2/water_issues/programs/TMDLs/303dlist.html (accessed June 27, 2021).

Federal Emergency Management Agency. 2021. FEMA Flood Map Service Center (map). Website: msc.fema.gov/portal/search?AddressQuery=6363%20Tassajara%20Road%2C%20Dublin%2C%20CA#searchresultsanchor (accessed June 27, 2021).

Haag, Jerry. 2004. Dublin Ranch West Project, Final Supplemental Environmental Impact Report. November.

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Land Use and Planning

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
10. LAND USE AND PLANNING. Would the project:				
a. Physically divide an established community?				X
b. Cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

Environmental Setting

The proposed project site consists of an approximately 9-acre site within the Wallis Ranch residential development, located in eastern Dublin. Surrounding land uses include residential development to the north, undeveloped open space to the west and south, and Tassajara Road and Quarry Lane School to the east.

As shown on Figure 4.1 in the Eastern Dublin Specific Plan, the project site is designated as Neighborhood Park. The Neighborhood Park designation provides for development of parks that serve the recreation needs of a specific neighborhood or cluster of residential units. These parks are at least 5-7 acres in size, are centrally located to the homes they serve, and have frontage on a minimum of two streets. Park sites are generally level to accommodate active recreation, in most instances, the Neighborhood Parks are located adjacent to an open space corridor to facilitate safe pedestrian movement within the community.

Regulatory Framework

City of Dublin General Plan

The City of Dublin General Plan is a policy document guiding future development within the City and is a comprehensive plan intended to guide growth and development. The Land Use Element is considered the framework for the General Plan because it establishes development and land use patterns that enhance the City's character. Chapter 3 of the Land Use Element outlines policies and programs to provide open space both within and apart from development projects. The following goals and policies related to land use that are applicable to the proposed project.

> **Guiding Policy 3.4.1.A.1.** Expand park area throughout the Primary and Extended Planning Areas to serve new development.

Guiding Policy 3.4.1.A.3. Restrict structures on the hillsides that appear to project above major ridgelines. The present undisturbed natural ridgelines as seen from the Primary Planning Area and key travel corridors are an essential component of Dublin's appearance as a freestanding city ringed by open hills.

Implementing Policy 3.4.1.B.1. Acquire and improve parklands in conformance with the standards and policies in the City's Parks and Recreation Master Plan.

Implementing Policy 3.4.1B.2. Continue to maintain and periodically update the Citywide Parks and Recreation Master Plan. The Master Plan shall provide specific standards for acquiring parkland to support growth planned in the Land Use Element.

Implementing Policy 3.4.1.B.3. The policies set forth below, as implemented through the Parks and Recreation Master Plan and development approvals, constitute the action program for preserving and providing open space for outdoor recreation.

Guiding Policy 3.4.2.A.1. Provide active parks and facilities which are adequate to meet citywide needs for open space, cultural, and sports facilities, as well as the local needs of the Eastern Extended Planning Area.

Guiding Policy 3.4.2.A.2. Establish a trail system with connections to planned regional and sub-regional systems, including north-south corridors such as East Bay Regional Park District's trail along Tassajara Creek north to Mt. Diablo State Park.

Guiding Policy 3.4.2.A.3. Using the natural stream corridors and major ridgelines, establish a comprehensive, integrated trail network within the Planning Area that permits safe and convenient pedestrian and bicycle access within urban areas and between urban areas and open space areas. Per the 2005 Fallon Village amendment, in order to preserve biological resources, trails in Fallon Village will not be placed along ridgelines and in stream corridors.

Implementing Policy 3.4.2.B.1. Require land dedication and improvements for the parks designated in the General Plan for the Eastern Extended Planning Area and based on a standard of 5 net acres per 1,000 residents. Collect in-lieu park fees as required by City policies.

Implementing Policy 3.4.2.B.2. Require land dedication and improvements for trails along designated stream corridors.

Eastern Dublin Specific Plan

The Eastern Dublin Specific Plan designates a broad range of open space and park areas to provide for a variety of passive and active recreation uses, including approximately 240 acres designated for developed parkland. The following policies from the Eastern Dublin Specific Plan apply to the proposed project:

> **Policy 4-29:** Ensure that park development in eastern Dublin is consistent with the standards and phasing recommended in the City of Dublin's Recreation and Parks Master Plan, and provides a full range of recreational activities from intense active sports to passive open space enjoyment.
>
> **Policy 4-30:** Ensure, as part of the approval process, that each new development provides its fair share of planned open space, parklands, and trail corridors, as shown on Figure 4.1.
>
> **Policy 4-31:** Establish a convenient, multi-use, all-weather network of trails, including bike lanes, to link planning area parks, recreation facilities, schools, employment centers and major open space areas to each other and to the surrounding community.

City of Dublin Zoning Ordinance

Title 8 of the City's Municipal Code establishes the City of Dublin Zoning Ordinance, which sets cohesive zoning rules for the City and designates land use types. The City's Zoning Ordinance is the primary implementation tool for the goals and policies contained in the Land Use Element. For this reason, the Zoning Map must be consistent with the General Plan Land Use Map. The City's Land Use Map indicates the general location and extent of future development in the City. The City's Zoning Ordinance contains more specific information related to permitted land uses, building intensities, and development standards.

The project site is designated as Planned Development (PD) Ordinance No. 11-14 and PD Ordinance No. 09-15. The intent of the PD designation is to create a more desirable use of the land, a more coherent and coordinated development, and a better physical environment than would otherwise be possible under a single zoning district or combination of zoning districts. A PD Zoning District is established by the adoption of an Ordinance reclassifying the property to such district and adopting a Development Plan, which establishes regulations for the use, development, improvement, and maintenance of the property within the PD district. The project site is located within the Dublin Ranch West planned development for which Stage 1 and Stage 2 Development Plans have been approved by the City.

City of Dublin Parks and Recreation Master Plan

The City of Dublin Parks and Recreation Master Plan establishes goals, standards, guiding policies, and action programs to guide the City of Dublin in the acquisition, development and

management (operations and maintenance) of Dublin's park and recreation facilities through the ultimate build-out of the City in accordance with the General Plan. The Master Plan outlines specific standards for developing, maintaining, and operating the City's park and recreation system.

The Master Plan designates Wallis Ranch Community Park as an "Active Community Park." As defined in the Master Plan, "Active Community Parks should offer a variety of recreational opportunities that attract a wide range of local age groups and interests. Active Community Parks should feature large open space areas, unique natural, historic, and/or cultural areas as well as group picnic areas, bicycling and hiking trails, sports facilities, dog runs, community facilities, and other unique features or facilities."

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified less than significant impacts related to the substantial alteration to existing land use, on-site project land use conflicts, conversion of non-urban lands, potential conflicts with land uses to the south, east and north. A potentially significant impact was identified related to potential conflicts with land uses to the west, which was determined to be less than significant with implementation of Mitigation Measure 3.1/1.0, which requires the City to coordinate with the Army regarding future development proposals in the vicinity of the Army's Camp Parks facility.

Dublin Ranch West SEIR

The Dublin Ranch West SEIR determined that supplemental impacts resulting from the Dublin Ranch West project would be less than significant. Implementation of the Dublin Ranch West project would convert the same extent of vacant land to urban uses as identified in the Eastern Dublin EIR and would not represent an abrupt or significant on-site land use change as described in the Eastern Dublin EIR.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to land use would result from the Wallis Ranch/Trumark project than were previously analyzed in the prior environmental documents.

Project Impacts and Mitigation Measures

(a) Physically divide an established community

No New Impact. The physical division of an established community typically refers to the construction of a feature (such as an interstate highway or railroad tracks) or removal of a means of access (such as a local road or bridge) that would impair mobility within an existing

community, or between a community and outlying areas. For instance, the construction of an interstate highway through an existing community may constrain travel from one side of the community to another; similarly, such construction may also impair travel to areas outside of the community.

The proposed project would result in the construction of a new neighborhood park within an existing residential neighborhood. Access to the project site would be via an existing roadway. The proposed project would not result in the realignment or closure of any existing roads. Therefore, the proposed project would not result in the physical division of an established community or adversely affect the continuity of land uses in the vicinity. This impact would not result in new significant or substantially more severe significant impacts beyond those analyzed in the prior environmental documents. No additional analysis is required.

(b) Conflict with land use plan, policy, or regulation

No New Impact. The proposed project would involve the development of a new neighborhood park within an existing residential neighborhood. The proposed project would develop a currently vacant site with a mix of recreational facilities that would serve community needs and provide opportunities for increased physical activity and social interaction. The proposed park would be compatible with the mix and intensity of uses located within the vicinity of the site, which generally consist of residential and public uses. Therefore, the proposed project would not result in new significant or substantially more severe significant impacts related to conformity with land use plans beyond those already analyzed in the prior environmental documents. No additional analysis is required.

Source(s)

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Wallace Roberts & Todd. 1992. Final Environmental Impact Report, State Clearinghouse Number 91103064 Eastern Dublin General Plan Amendment and Specific Plan. December 7.

Mineral Resources

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
11. MINERAL RESOURCES. Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				X

Environmental Setting

Minerals are any naturally occurring chemical element or compound, or groups of elements and compounds, formed from inorganic processes and organic substances including, but not limited to, coal, peat and oil bearing rock, but excluding geothermal resources, natural gas and petroleum. Rock, sand, gravel and earth are also considered minerals by the Department of Conservation when extracted by surface mining operations.

Neither the State Geologist nor the California Department of Mines and Geology (CDMG) have classified any areas in the City as containing mineral deposits that are either of Statewide significance or the significance of which requires further evaluation. The project site has been classified by the CDMG as being located in MRZ-1, indicating that the project site is located in an area where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence.

Regulatory Framework

State Regulations

Surface Mining and Reclamation Act of 1974

The California Department of Conservation, Geological Survey (CGS) and the California State Mining and Geology Board are required by the Surface Mining and Reclamation Act of 1974 (SMARA) to categorize lands into four Aggregate and Mineral Resource Zones (MRZs), described below. These MRZs classify lands that contain significant regional or Statewide mineral deposits. Lead Agencies are mandated by the State to incorporate MRZs into their General Plans.

MRZs are classified on the basis of geologic factors without regard to existing land use and land ownership. The four MRZs are categorized as follows:

- **MRZ-1:** An area where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence.
- **MRZ-2:** An area where adequate information indicates that significant mineral deposits are present, or where it is judged that a high likelihood exists for their presence.
- **MRZ-3:** An area containing mineral deposits, the significance of which cannot be evaluated.
- **MRZ-4:** An area where available information is inadequate for assignment to any other MRZ zone.

Of the four categories, lands classified as MRZ-2 are of the greatest importance because such areas are underlain by demonstrated mineral resources or are located where geologic data indicate that significant measured or indicated resources are present. MRZ-2 areas are designated by the State Mining and Geology Board as being "regionally significant." Such designations require that a Lead Agency make land use decisions involving designated areas in accordance with its mineral resource management policies and that it consider the importance of the mineral resource to the region or the State as a whole, not just to the Lead Agency's jurisdiction.

Previous CEQA Documents

None of the prior environmental documents indicate that significant mineral resource deposits exist on the project site. Therefore, no impacts related to mineral resources were identified.

Project Impacts and Mitigation Measures

(a-b) Loss of known or identified mineral resource

No New Impact. The project site is not located in a designated mineral resource area. Therefore, the proposed project would not result in the loss of available of a known mineral resources that would be of value of the region and residents of the state or the loss of availability of any known locally important mineral resource recovery site. Therefore, no new or substantially more severe significant impacts related to mineral resources would occur. No additional analyses is required.

Source(s)

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Haag, Jerry. 2004. Dublin Ranch West Project, Final Supplemental Environmental Impact Report. November.

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State of California. Division of Mines and Geology. Generalized Mineral Land Classification Map of the South San Francisco Bay Production—Consumption Region. Published 1996.

Noise

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
12. NOISE. Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies?				X
b. Generation of excessive ground borne vibration or ground borne noise levels?				X
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

Environmental Setting

Noise Background

Noise is usually defined as unwanted sound. Noise consists of any sound that may produce physiological or psychological damage and/or interfere with communication, work, rest, recreation, or sleep. Several noise measurement scales exist that are used to describe noise in a particular location. A decibel (dB) is a unit of measurement that indicates the relative intensity of a sound. Sound levels in dB are calculated on a logarithmic basis. An increase of 10 dB represents a 10-fold increase in acoustic energy, while 20 dB is 100 times more intense and 30 dB is 1,000 times more intense. Each 10 dB increase in sound level is perceived as approximately a doubling of loudness; and similarly, each 10 dB decrease in sound level is perceived as half as loud. Sound intensity is normally measured through the A-weighted sound level (dBA). This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. The A-weighted sound level is the basis for 24-hour sound measurements that better represent human sensitivity to sound at night.

As noise spreads from a source, it loses energy so that the farther away the noise receiver is from the noise source, the lower the perceived noise level would be. Geometric spreading causes the sound level to attenuate or be reduced, resulting in a 6 dB reduction in the noise level for each doubling of distance from a single point source of noise to the noise sensitive receptor of concern.

Vibration Background

Vibration refers to ground-borne noise and perceptible motion. Ground-borne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem where the motion may be discernible, but there is less adverse reaction without the effects associated with the shaking of a building. Vibration energy propagates from a source through intervening soil and rock layers to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Building vibration may be perceived by occupants as motion of building surfaces, the rattling of items on shelves or hanging on walls, or a low-frequency rumbling noise, otherwise referred to as ground-borne noise. Typically, sources that have the potential to generate ground-borne noise are likely to produce airborne noise impacts that mask the radiated ground-borne noise. The rumbling noise is caused by the vibrating walls, floors, and ceilings radiating sound waves. Annoyance from vibration often occurs when the vibration exceeds the threshold of perception by 10 dB or less. This is an order of magnitude below the damage threshold for normal buildings.

Typical sources of ground-borne vibration are construction activities (e.g., blasting, pile driving, and operating heavy-duty earthmoving equipment) and occasional traffic on rough roads. Problems with ground-borne vibration and noise from these sources are usually localized to areas within approximately 100 feet of the vibration source, although there are examples of ground-borne vibration causing interference out to distances greater than 200 feet. When roadways are smooth, vibration from traffic, even heavy trucks, is rarely perceptible. For most projects, it is assumed that the roadway surface will be smooth enough that ground-borne vibration from street traffic will not exceed the impact criteria; however, construction of the project could result in ground-borne vibration that could be perceptible and annoying.

Existing Noise Levels

Major sources of noise on and adjacent to the project site include noise generated by vehicles on Tassajara Road, Wallis Ranch Road, and Rutherford Drive, and from aircraft flyovers, primarily from helicopters at the Parks Reserve Forces Training Area (RFTA or “Camp Parks”) and distant noise from other operations at Camp Parks.

Surrounding Noise Sensitive Land Uses

Certain land uses are considered more sensitive to noise than others. Examples of these include residential areas, educational facilities, hospitals, childcare facilities, and senior housing. The nearest noise sensitive uses are the single-family residential buildings approximately 90 feet north of the project site, single-family residential buildings approximately 100 feet to the east across Tassajara Road and Quarry Lane School approximately 150 feet to the east of the project site across Tassajara Road.

Regulatory Framework

Federal and State Regulations

Federal Transit Administration

The criteria for environmental impacts resulting from ground-borne vibration are based on the maximum levels for a single event. The guidelines within the *FTA Manual* have been used to determine vibration impacts (refer to Table A, below).

Table A: Construction Vibration Damage Criteria

Building Category	PPV (in/sec)
Reinforced concrete, steel, or timber (no plaster)	0.50
Engineered concrete and masonry (no plaster)	0.30
Non-engineered timber and masonry buildings	0.20
Buildings extremely susceptible to vibration damage	0.12

Source: *Transit Noise and Vibration Impact Assessment Manual* (FTA 2018), Table 12-3.
FTA = Federal Transit Administration PPV = peak particle velocity
in/sec = inches per second

The *FTA Manual* guidelines show that a vibration level of up to 0.2 in/sec PPV is considered safe for non-engineered timber and masonry buildings, and would not result in any construction vibration damage. Therefore, in order to be conservative, the 0.2 in/sec PPV threshold has been used when evaluating vibration impacts at the nearest structures to the site.

Local Regulations

City of Dublin General Plan

The Noise Element of the City of Dublin General Plan establishes residential, commercial, and industrial land use compatibility standards for noise measured at the property line of the receiving land use. The land use compatibility noise criteria, as shown in Table B, provide the basis for decisions on location of land uses in relation to noise sources and for determining noise mitigation requirements.

The Noise Element of the Dublin General Plan identifies "normally acceptable" noise levels for all schools, churches and nursing home uses as 60 dBA CNEL or less. Noise levels from 61-70 CNEL are considered “conditionally acceptable”, while noise levels between 71-80 CNEL are considered “normally unacceptable.” Noise levels over 80 dBA CNEL are considered clearly unacceptable for new development of these types of land uses.

Table A: City of Dublin Land Use/Noise Compatibility Standards (dBA CNEL)

Land Use Category	Normally Acceptable	Conditionally Acceptable[1]	Normally Unacceptable	Clearly Unacceptable
Residential	60 or less	61-70	71-75	Over 75
Motels, hotels	60 or less	61-70	71-80	Over 80
Schools, churches, nursing homes	60 or less	61-70	71-80	Over 80
Neighborhood parks	60 or less	61-65	66-70	Over 70
Offices: retail commercial	70 or less	71-75	76-80	Over 80
Industrial	70 or less	71-75	Over 75	-

Source: Dublin General Plan Noise Element, Table 9-1, 2012
CNEL = Community Noise Equivalent Level
[1] Conditionally acceptable exposure requires noise insulation features in building design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.

Eastern Dublin Specific Plan

As described in Section 6.4.2 of the Eastern Dublin Specific Plan, the primary source of noise in eastern Dublin is traffic along I-580. The 60 dB contour for noise levels, which is considered the maximum normally acceptable level of residential uses and other sensitive uses extends approximately 2,000 feet north of the freeway. As specified in Policy 6-44, development along the I-580 frontage will be required to provide adequate mitigation to conform to the State Land Use Compatibility Standards for noise and policies and standards in the City of Dublin's Noise Element.

City of Dublin Municipal Code

The City of Dublin Municipal Code (Section 5.28.020) prohibits any person within the City from making any loud, or disturbing, or unnecessary, or unusual or habitual noise or any noise which annoys or disturbs or injures or endangers the health, repose, peace, or safety of any reasonable person of normal sensitivity present in the area.

Section 8.36.060(C)(3) states that for lots 5,000 square feet or larger, mechanical equipment that generates noise when located within a required setback as allowed by this subsection, and within 10 feet of an existing or potential residence, or an existing paved patio area on adjoining property, shall be enclosed as necessary to reduce noise at the property line to a maximum of 50 dBA at any time.

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified potential significant impacts related to exposure of proposed housing to future roadway noise, exposure of existing residences to future roadway noise, exposure of proposed residential development to noise from future military training activities

at Camp Parks, exposure of existing and proposed residences to construction noise, and noise conflicts due to the adjacency of diverse land uses permitted by Plan policies supporting mixed-use development. Mitigation measures were identified to reduce most of these potential impacts to a less-than-significant level. Noise impacts associated with activities at Camp Parks and exposure of existing residences to future roadway noise were determined to be significant and unavoidable, even with implementation of mitigation. The impacts associated with exposure of existing and proposed development to airport noise was determined to be less than significant due to the distance of the project area from Livermore Municipal Airport.

The following mitigation measures would apply to the proposed project:

> **MM 3.10/4.0** Developers shall submit to the City a Construction Noise Management Program that identified measures to be taken to minimize impacts on existing planning area residents. The program will include a schedule for grading and other major noise-generating activities that will limit these activities to the shortest possible number of days. Hours of construction activities shall be limited in keeping with Dublin ordinances. The Program for construction vehicle access to the site shall minimize construction truck traffic through residential areas. If construction traffic must travel through residential areas, then a mitigation plan should be developed. The Program may include barriers, berms, or restrictions on hours.
>
> **MM 3.10/5.0** In order to minimize the impact of construction noise, all operations should comply with local noise standards relating to construction activities. When construction occurs near residential areas, then it should be limited to normal daytime hours to minimize the impact. Stationary equipment should be adequately muffled and located as far away from sensitive receptors as possible.

Dublin Ranch West SEIR

Noise was addressed in the Initial Study for the Dublin Ranch West SEIR. No new or more severe impacts beyond those identified in the Eastern Dublin EIR were identified with implementation of the mitigation measures identified in the Eastern Dublin EIR.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to noise would result from the Wallis Ranch/Trumark project. The 2014 Addendum acknowledged that the Wallis Ranch/Trumark project would contribute to cumulative noise conditions, including exposure of existing residences to roadway noise, which was determined to be significant and unavoidable.

Project Impacts and Mitigation Measures

(a) Generate noise exceeding standards

No new Impact. The following section addresses the short-term construction and long-term operational noise impacts of the proposed project.

Short-Term (Construction) Noise Impacts. Project construction would result in short-term noise impacts. Maximum construction noise would be short-term, generally intermittent depending on the construction phase, and variable depending on receiver distance from the active construction zone. The duration of noise impacts generally would be from one day to several days depending on the phase of construction. The level and types of noise impacts that would occur during construction are described below.

Short-term noise impacts would occur during grading and site preparation activities. Table C lists typical construction equipment noise levels (Lmax) recommended for noise impact assessments, based on a distance of 50 feet between the equipment and a noise receptor, obtained from the Federal Highway Administration (FHWA) Roadway Construction Noise Model. Construction-related short-term noise levels would be higher than existing ambient noise levels currently in the project area but would no longer occur once construction of the project is completed.

Two types of short-term noise impacts could occur during construction of the proposed project. The first type involves construction crew commutes and the transport of construction equipment and materials to the site, which would incrementally increase noise levels on roads leading to the site. As shown in Table C, there would be a relatively high single-event noise exposure potential at a maximum level of 84 dBA Lmax with trucks passing at 50 feet.

The second type of short-term noise impact is related to noise generated during grading and construction on the project site. Construction is performed in discrete steps, or phases, each with its own mix of equipment and, consequently, its own noise characteristics. These various sequential phases would change the character of the noise generated on site. Therefore, the noise levels vary as construction progresses. Despite the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow construction-related noise ranges to be categorized by work phase.

Table C lists maximum noise levels recommended for noise impact assessments for typical construction equipment, based on a distance of 50 feet between the equipment and a noise receptor.

Table C: Typical Maximum Construction Equipment Noise Levels (Lmax)

Type of Equipment	Acoustical Usage Factor	Suggested Maximum Sound Levels for Analysis (dBA L_{max} at 50 ft)
Air Compressor	40	80
Backhoe	40	80
Crane	16	85
Excavator	40	85
Forklift	20	85
Generator	50	80
Grader	40	85
Loader	40	80
Paver	50	85
Roller	20	85
Scraper	40	85
Skid Steer Loader	40	80
Tractor	40	84
Trencher	50	82
Water Truck	40	84

Source: *Highway Construction Noise Handbook* (FHWA 2006).
dBA = A-weighted decibel
FHWA = Federal Highway Administration
ft = foot/feet
HP = horsepower
L_{max} = maximum noise level

Typical maximum noise levels range up to 87 dBA Lmax at 50 feet during the noisiest construction phases. The site preparation phase, including excavation and grading of the site, tends to generate the highest noise levels because earthmoving machinery is the noisiest construction equipment. Earthmoving equipment includes excavating machinery such as backfillers, bulldozers, draglines, and front loaders. Earthmoving and compacting equipment includes compactors, scrapers, and graders. Typical operating cycles for these types of construction equipment may involve 1 or 2 minutes of full-power operation followed by 3 or 4 minutes at lower power settings.

To provide a conservative estimate, the noise levels were calculated from the edge of the project site, whereas the construction activities would cover the entire site and often be further from sensitive receptors. Based on the typical construction equipment noise levels shown in Table C, noise levels associated with these pieces of construction equipment operating simultaneously would be approximately 88 dBA L_{eq} at 50 feet.

The closest sensitive receptors include residential uses located approximately 95 feet from the project site. At 95 feet, there would be a decrease of approximately 6 dBA, resulting in short-term construction noise levels associated approaching 82 dBA L_{eq} which would exceed the City's noise standards. While construction-related short-term noise levels have the potential to be

higher than existing ambient noise levels in the project area, the noise impacts would no longer occur once project construction is completed. The proposed project would be required to comply with MM 3.10/4.0 and MM 3.10/5.0 identified in the Eastern Dublin EIR, which require preparation and implementation of a construction noise management plan, proper muffling of construction equipment and limiting construction hours. In addition, the proposed project would be required to comply with the City of Dublin Noise Ordinance (Section 5.28 of the City's Municipal Code). With adherence to the mitigation measures identified in the Eastern Dublin EIR and compliance with City standards for construction, there would be no new or substantially more severe significant impacts to short-term noise impacts beyond what has been analyzed in the prior environmental documents. No additional analysis is required.

Operational Noise Impacts. A characteristic of sound is that a doubling of a noise source is required in order to result in a perceptible (3 dBA or greater) increase in the resulting noise level. The proposed project would improve the existing site as a neighborhood park. Outdoor activity typically generates maximum noise levels of 70 dBA Lmax at 50 feet. Once operational, the project would not generate a significant number of new vehicle trips and therefore would not result in a doubling of traffic volumes along any roadway segment in the project vicinity and would not result in a perceptible increase in traffic noise levels at receptors in the project vicinity. Operation of the proposed project would not result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, since the project is not expected to generate substantial vehicular traffic or other operational noise. Therefore, the proposed project would not result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance. No new impacts or substantially more severe significant impacts would occur. No additional analysis is required.

(b) Generate excessive ground borne vibration or ground borne noise

No New Impact. Common sources of ground borne vibration and noise include trains and construction activities such as blasting, pile driving, and operating heavy earthmoving equipment. Construction of the proposed project would involve site preparation, and construction activities but would not involve the use of construction equipment that would result in substantial ground borne vibration or ground borne noise on properties adjacent to the project site. No pile driving, blasting, or significant grading activities are proposed. Furthermore, operation of the proposed project would not generate substantial ground borne noise and vibration. Therefore, the project would not result in the exposure of persons to or generation of excessive ground borne noise and vibration. No new impacts or substantially more severe significant impacts would occur. No additional analysis is required.

(c) Excessive noise level near a public or private airport

No New Impact. The project site is not located within an airport land use plan, or within 2 miles of a public airport, public use airport, or private airport. The closest airports to the project site

are the Livermore Municipal Airport, located approximately 3.6 miles southeast of the project site and the Hayward Executive Airport, located approximately 20 miles west. The proposed project would include development of a community park. Proposed improvements would be largely at-grade. As noted in the Eastern Dublin EIR and the Dublin Ranch West SEIR, the project site could be subject to overflight noise from Camp Parks; however, the proposed project would not result in residential development, this impact would not be substantially more severe than previously analyzed in the prior environmental documents. No new impacts or substantially more severe significant impacts would occur. No additional analysis is required.

Source(s)

Dublin, City of. 2017. City of Dublin General Plan, Adopted February 11, 1985 (Amended as of November 21, 2017).

Dublin, City of. 2021. City of Dublin Municipal Code. May 18. Available online at: www.codepublishing.com/CA/Dublin/ (accessed June 25, 2021)

Haag, Jerry. 2004. Dublin Ranch West Project, Final Supplemental Environmental Impact Report. November.

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Wallace Roberts & Todd. 1992. Final Environmental Impact Report, State Clearinghouse Number 91103064 Eastern Dublin General Plan Amendment and Specific Plan. December 7.

Population and Housing

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
13. POPULATION AND HOUSING. Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

Environmental Setting

According to the City of Dublin General Plan, in 2010, Dublin's total population was estimated at 46,036 and represented 17 percent of the 269,437 residents in the Tri-Valley area. In 2019, The United States Census Bureau estimated that the City of Dublin had approximately 64,826 people and 20,235 households. The project site consists of approximately 9 acres of undeveloped land. No residential units currently exist at the project site.

Regulatory Framework

Association of Bay Area Governments Projections 2040

ABAG is the regional planning agency for the San Francisco Bay Area. ABAG Projections 2040 (2018) is a growth forecast, which informs agencies such as MTC and BAAQMD for the purpose of project funding and regulatory decisions. The data for the projections were prepared in connection with Plan Bay Area 2040, adopted by ABAG and MTC in the summer of 2017. Data for this forecast are provided from collective regional General Plans, zoning codes, and growth management programs. This growth forecast is produced every four years with the Projections 2040 report being the most recent projection. These periodic updates include developing impacts of "smart growth" policies and incentives to improve future development trends in the region, such as a more balanced ratio of the number of jobs to houses.

Plan Bay Area 2040

Plan Bay Area 2040 is the Bay Area's Regional Transportation Plan and Sustainable Communities Strategy as mandated by Senate Bill 375, the Sustainable Communities and Climate Protection Act. Plan Bay Area 2040 is a limited and focused update to the 2013 Plan Bay Area and includes key economic, demographic, and financial trends from the last several years. Plan Bay Area 2040 was adopted by ABAG and the MTC in 2017. Plan Bay Area aims to

concentrate new population and employment growth in the region to areas with pre-existing transportation infrastructure to ensure greenhouse gas reductions are met.

Previous CEQA Documents

Eastern Dublin EIR

Section 3.2 in the Eastern Dublin EIR provides the demographics, housing and employment context for the Eastern Dublin Specific Plan. No impacts related to population or displacement of existing housing were identified. Growth-inducing impacts associated with implementation of the Eastern Dublin Specific Plan were evaluated in Section 5.2 of the Eastern Dublin EIR. Growth-inducing impacts were identified for utilities and community services.

Dublin Ranch West SEIR

The Dublin Ranch West SEIR determined that supplemental impacts resulting from the Dublin Ranch West project would be less than significant. Implementation of the Dublin Ranch West project would add approximately 428 residents, which would account for a 1 percent increase in the population anticipated for the Eastern Dublin Specific Plan area. This increase was determined to be less than significant. The Dublin Ranch West project proposed minor changes to the planned uses within the planning area; therefore, no supplemental impacts with regard to growth inducement was identified.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to population and housing would result from the Wallis Ranch/Trumark project since development of the affected properties would be consistent with that envisioned in the Eastern Dublin Specific Plan and the City of Dublin General Plan and the Wallis Ranch/Trumark project would result in fewer dwelling units than were previously analyzed in the prior environmental documents.

Project Impacts and Mitigation Measures

(a) Population growth

No New Impact. The proposed project would improve the project site as a neighborhood park. No new housing, commercial or industrial space would be developed as part of the proposed project. The proposed project would not result in the conversion of adjacent land uses, or provide access to previously inaccessible areas. It would not provide additional major infrastructure or increase the capacity of the existing water system. Therefore, the proposed project would not result in new significant or substantially more severe significant population growth than was analyzed and described in the prior environmental documents. No additional analysis is required.

(b) Housing and resident displacement

No New Impact. The proposed project would not displace substantial numbers of existing housing or people, such that replacement housing would need to be constructed elsewhere, as the site is currently vacant. This potential impact would be considered less than significant. Therefore, the proposed project would not result in new significant or substantially more severe significant housing impacts than were analyzed in the prior environmental documents. No additional analysis is required.

Source(s)

Association of Bay Area Governments and Metropolitan Transportation Commission. 2018. Plan Bay Area Projections 2040 - A Companion to Plan Bay Area 2040. November. Available online at: http://mtcmedia.s3.amazonaws.com/files/Projections_2040-ABAG-MTC-web.pdf (accessed June 25, 2021).

Dublin, City of. 2017. City of Dublin General Plan, Adopted February 11, 1985 (Amended as of November 21, 2017).

Haag, Jerry. 2004. Dublin Ranch West Project, Final Supplemental Environmental Impact Report. November.

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United States Census Bureau. QuickFacts. Dublin city, CA. Website: www.census.gov/quickfacts/dublincitycalifornia (accessed June 25, 2021).

Wallace Roberts & Todd. 2016. Eastern Dublin Specific Plan. January 7, 1994 (Updated September 20, 2016).

Wallace Roberts & Todd. 1992. Final Environmental Impact Report, State Clearinghouse Number 91103064 Eastern Dublin General Plan Amendment and Specific Plan. December 7.

Public Services

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
14. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or need for new or physical altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
a. Fire protection?				X
b. Police protection?				X
c. Schools?				X
d. Parks?				X
e. Other public facilities?				X

Environmental Setting

The proposed project is located within the City of Dublin and is served by the following existing public services.

Fire Protection. Fire suppression, emergency medical and rescue services, and other life safety services are provided to the project area and site by the Alameda County Fire Department (ACFD). There are three fire stations in Dublin, with the closest to the project site being Fire Station No. 18 at 4800 Fallon Rd, approximately 1.25 miles southeast.

Police Protection. The Alameda County Sherriff's Office provides contracted police protection to the project area and project site. The Dublin Police Services headquarters are located at 6361 Clark Avenue, southwest of the project site.

Schools. The project site is served by the Dublin Unified School District, which operates seven elementary, two middle, one K-8 and three high schools within the City of Dublin.

Parks. The City's Public Works Department oversees the maintenance of parks and recreational facilities throughout the City.

Library Services. The Dublin Library is operated by Alameda County Library, with additional funding from the City of Dublin. The Dublin Public Library is located at 200 Civic Plaza, southwest of the project site.

Regulatory Framework

Federal and State Regulations

California Fire Code

The California Fire Code exists within Part 9 of the CBC, and includes measures for emergency planning preparation and safety. Examples of fire safety requirements include: installation of sprinklers in all high-rise buildings; the establishment of fire resistance standards for fire doors, building materials, and particular types of construction; and the clearance of debris and vegetation within a prescribed distance from occupied structures in wildlife hazard areas.

California Government Code Sections 65995 to 65998 (School Facilities)

California Government Code Section 65996 exists to offset the impacts of certain types of development on school facilities by requiring payment of fees to the associated school district prior to receiving a building permit. The school district is therefore responsible for implementing specific methods for mitigating school impacts under the Government Code. Pursuant to California Government Code Section 65995, payment of school impact fees is considered to be full mitigation for reducing impacts on school facilities that would result from implementation of a project.

Local Regulations

City of Dublin General Plan

Chapter 3 of the Land Use Element outlines policies and programs to provide open space both within and apart from development projects, which relate to the provision of park facilities in the City. Those policies are listed in Section 10, Land Use.

Section 8.3.2 of the City of Dublin outlines the following policies and programs related to fire hazards and fire protection:

> **Guiding Policy 8.3.2.1.A.1.** Require special precautions against fire as a condition of development approval in the western hills and elsewhere in the Extended planning Areas where proposed development would interface with open space.
>
> **Implementing Policy 8.3.2.1.B.1.** Continue to enforce the City's wild land urban interface regulations.

Section 4.2 of the City of Dublin outlines policies and programs related to public schools. As the proposed project would develop a community park to serve the existing neighborhood. Policies related to schools would not apply to the proposed project.

Eastern Dublin Specific Plan

Chapter 8.0 of the Eastern Dublin Specific Plan outlines goals, policies and programs to ensure the provision of adequate public services and community facilities in Eastern Dublin. The following policies from the Eastern Dublin Specific Plan related to police and fire services are applicable to the proposed project:

> **Policy 8-5:** Time the construction of new facilities to coincide with new service demand in order to avoid periods of reduced service efficiency. The first station will be sited and construction completed prior to completion of initial development in the planning area.
>
> **Policy 8-4:** Provide additional personnel and facilities and revise "beats" as needed in order to establish and maintain City standards for police protection service in eastern Dublin.

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified potential significant impacts related to increased demand for police and fire protection services, fire response to outlying areas, exposure to wildlands hazards, increased demand for schools and school overcrowding, increased demand for parks and impacts on existing park and trail facilities. Mitigation measures were identified to reduce potential impacts to a less-than-significant level.

Dublin Ranch West SEIR

Public services were addressed in the Initial Study for the Dublin Ranch West SEIR. No new or more severe impacts beyond those identified in the Eastern Dublin EIR were identified with implementation of the mitigation measures identified in the Eastern Dublin EIR.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to public services would result from the Wallis Ranch project since the project would be required to adhere to previously adopted mitigation measures, including payment of public facility impact fees, and compliance with ACFD and Police Department requirements.

Project Impacts and Mitigation Measures

(a) Fire, police, schools, parks and other public facilities

No New Impact. Implementation of the proposed project would improve the site as a neighborhood park to serve the adjacent residential neighborhood. Use of the site could increase as a result of proposed improvements. However, visitors to the site are anticipated to come primarily from the local neighborhood, those people who generally reside within walking

distance of the project site. Because proposed improvements would be for recreation, and would not include housing units or other structures, the incremental increase in demand for public services would not be significant and would not exceed the physical and financial capabilities of the ACFD or the Alameda County Sherriff's Office, resulting in the need for new or expanded police protection services. Implementation of the proposed project would not result in any local or regional population increase. Therefore, the project would not require construction of new schools, result in schools exceeding their capacities, or result in substantial adverse physical impacts associated with the provision of other public facilities. Therefore, the proposed project would not result in new significant or substantially more severe significant impacts related to public services than were analyzed and described in the prior environmental documents. No additional analysis is required.

Source(s)

Dublin, City of. 2017. City of Dublin General Plan, Adopted February 11, 1985 (Amended as of November 21, 2017).

Haag, Jerry. 2004. Dublin Ranch West Project, Final Supplemental Environmental Impact Report. November.

Haag, Jerry. 2014. Wallis Ranch/Trumark Project PLPA 2013-00035, Initial Study. April 22.

Wallace Roberts & Todd. 2016. Eastern Dublin Specific Plan. January 7, 1994 (Updated September 20, 2016).

Wallace Roberts & Todd. 1992. Final Environmental Impact Report, State Clearinghouse Number 91103064 Eastern Dublin General Plan Amendment and Specific Plan. December 7.

Recreation

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
15. RECREATION. Would the project:				
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

Environmental Setting

The City of Dublin has a variety of outdoor recreational sites including neighborhood parks, community parks, community facilities, open space areas and a series of trail networks. According to the City of Dublin Parks and Recreation Master Plan, the City of Dublin currently has 18 parks, 5 deeded park sites, and 6 school parks and City-owned open space areas that account for nearly 233 acres of dedicated open space and developed park land. In addition, the City has over 59 acres of undeveloped parkland that has either been offered for dedication by landowners or acquired by the City. In addition, the East Bay Regional Park District (EBRPD) operates the Dublin Hills Regional Park, a large open space park with regional trail connections. The Iron Horse Trail runs along the Union Pacific/Southern Pacific Railroad right-of-way, connecting Dublin, the Dublin/Pleasanton BART station and the City of Pleasanton.

Regulatory Framework

City of Dublin General Plan

Chapter 3 of the Land Use Element outlines policies and programs to provide open space both within and apart from development projects. The following goals and policies related to parks and recreation that are applicable to the proposed project:

> **Guiding Policy 3.4.1.A.1.** Expand park area throughout the Primary and Extended Planning Areas to serve new development.
>
> **Guiding Policy 3.4.1.A.3.** Restrict structures on the hillsides that appear to project above major ridgelines. The present undisturbed natural ridgelines as seen from the Primary Planning Area and key travel corridors are an essential component of Dublin's appearance as a freestanding city ringed by open hills.

Implementing Policy 3.4.1.B.1. Acquire and improve parklands in conformance with the standards and policies in the City's Parks and Recreation Master Plan.

Implementing Policy 3.4.1B.2. Continue to maintain and periodically update the Citywide Parks and Recreation Master Plan. The Master Plan shall provide specific standards for acquiring parkland to support growth planned in the Land Use Element.

Implementing Policy 3.4.1.B.3. The policies set forth below, as implemented through the Parks and Recreation Master Plan and development approvals, constitute the action program for preserving and providing open space for outdoor recreation.

Guiding Policy 3.4.2.A.1. Provide active parks and facilities which are adequate to meet citywide needs for open space, cultural, and sports facilities, as well as the local needs of the Eastern Extended Planning Area.

Guiding Policy 3.4.2.A.2. Establish a trail system with connections to planned regional and sub-regional systems, including north-south corridors such as East Bay Regional Park District's trail along Tassajara Creek north to Mt. Diablo State Park.

Guiding Policy 3.4.2.A.3. Using the natural stream corridors and major ridgelines, establish a comprehensive, integrated trail network within the Planning Area that permits safe and convenient pedestrian and bicycle access within urban areas and between urban areas and open space areas. Per the 2005 Fallon Village amendment, in order to preserve biological resources, trails in Fallon Village will not be placed along ridgelines and in stream corridors.

Implementing Policy 3.4.2.B.1. Require land dedication and improvements for the parks designated in the General Plan for the Eastern Extended Planning Area and based on a standard of 5 net acres per 1,000 residents. Collect in-lieu park fees as required by City policies.

Implementing Policy 3.4.2.B.2. Require land dedication and improvements for trails along designated stream corridors.

Eastern Dublin Specific Plan

The Eastern Dublin Specific Plan designates a broad range of open space and park areas to provide for a variety of passive and active recreation uses, including approximately 240 acres designated for developed parkland. The following policies from the Eastern Dublin Specific Plan are applicable to the proposed project:

Policy 4-29: Ensure that park development in eastern Dublin is consistent with the standards and phasing recommended in the City of Dublin's Recreation and Parks Master Plan, and provides a full range of recreational activities from intense active sports to passive open space enjoyment.

Policy 4-30: Ensure, as part of the approval process, that each new development provides its fair share of planned open space, parklands, and trail corridors, as shown on Figure 4.1.

Policy 4-31: Establish a convenient, multi-use, all-weather network of trails, including bike lanes, to link planning area parks, recreation facilities, schools, employment centers and major open space areas to each other and to the surrounding community.

City of Dublin Municipal Code

Chapter 9.28 of the City's Municipal Code requires the dedication of lands or payment of in-lieu fees (or a combination of both) for neighborhood and community park or recreational purposes as a condition of approval for a residential subdivision. The City requires the dedication of 5-acres of park land for every 1,000 persons residing within the City. The amount of land to be dedicated, or fees to be paid, relates to the use of the park and recreation facilities by the future inhabitants of the subdivision, as calculated using the metrics established in Chapter 9.28.

City of Dublin Parks and Recreation Master Plan

The City of Dublin Parks and Recreation Master Plan establishes goals, standards, guiding policies, and action programs to guide the City of Dublin in the acquisition, development and management (operations and maintenance) of Dublin's park and recreation facilities through the ultimate build-out of the City in accordance with the General Plan. The Master Plan outlines specific standards for developing, maintaining, and operating the City's park and recreation system.

The Master Plan designates Wallis Ranch Community Park as an "Active Community Park." As defined in the Master Plan, "Active Community Parks should offer a variety of recreational opportunities that attract a wide range of local age groups and interests. Active Community Parks should feature large open space areas, unique natural, historic, and/ or cultural areas as well as group picnic areas, bicycling and hiking trails, sports facilities, dog runs, community facilities, and other unique features or facilities."

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified potentially significant impacts related to increased demand for park facilities, fiscal impacts associated with the provision of new park and recreation facilities, and impacts on the regional trail system and open space connections. Mitigation measures were identified to reduce potential impacts to a less than significant level.

Dublin Ranch West SEIR

The Dublin Ranch West SEIR identified a potentially significant supplemental impact associated with the inadequacy of local neighborhood park acreage within the proposed development, which would be inconsistent with the provisions in the City of Dublin Park and Recreation Master Plan. Supplemental Mitigation Measure PARK-1was identified to reduce this impact to a less than significant level;

> Supplemental Mitigation Measure PARK-1: Prior to tentative map or Stage 2 Development Plan approval, whichever occurs first, the Project developer shall either
>
> a) Revise the land use program for the Dublin Ranch West site to provide an additional 1.04 net acres of Neighborhood Park land use designation; or
>
> b) Provide 1.9 net acres of Neighborhood Park land use designation in close proximity to the project site.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to recreation would result from the Wallis Ranch project since the project would dedicate a public park site and provide one private park consistent with Supplemental Mitigation Measure PARK-1 identified in the Dublin Ranch West SEIR.

Project Impacts and Mitigation Measures

(a) Increase the use of existing recreation facilities causing deterioration

No New Impact. The proposed project would develop the existing site as a community park, consistent with the City of Dublin Parks and Recreation Master Plan and in compliance with the requirements for provision of park land outlined in the City's Municipal Code. In accordance with Supplemental Mitigation Measure PARK-1, identified in the Dublin Ranch West SEIR, requires the provision of an additional 1.04-acre of Neighborhood Park area within the Dublin Ranch West site in order to compensate for the elimination of planned parkland designated in the Eastern Dublin Specific Plan and to bring the project into compliance with City park standards. Implementation of the proposed project as a community park would meet the intent

of the mitigation requirement to provide adequate park facilities to serve the proposed development.

The proposed project would serve existing demand from residents of the City and the adjacent residential neighborhood. The proposed project would have a beneficial impact to existing recreational facilities, as use at other existing neighborhood and regional parks or other recreational facilities may be reduced. Therefore, no new significant or substantially more severe significant impacts related to existing recreation facilities would result from the proposed project. No additional analysis is required.

(b) Propose, require new facilities that cause physical effect

No New Impact. Refer to Section 15.a. The proposed project would improve the project site for use as a community park, consistent with the City of Dublin Parks and Recreation Master Plan and in compliance with the requirements for provision of park land outlined in the City's Municipal Code. The intent of the planning process was to minimize adverse physical effects on the environment. Potential adverse effects on the environment related to the development of the proposed project have been evaluated in this Initial Study checklist. No new significant or substantially more severe significant impacts related to new recreation facilities would result from the proposed project. No additional analysis is required.

Source(s)

Dublin, City of. 2015. City of Dublin Parks and Recreation Master Plan.

Dublin, City of. 2017. City of Dublin General Plan, Adopted February 11, 1985 (Amended as of November 21, 2017).

Dublin, City of. 2021. City of Dublin Municipal Code. May 18. Available online at: www.codepublishing.com/CA/Dublin/ (accessed June 25, 2021)

Haag, Jerry. 2004. Dublin Ranch West Project, Final Supplemental Environmental Impact Report. November.

Haag, Jerry. 2014. Wallis Ranch/Trumark Project PLPA 2013-00035, Initial Study. April 22.

Wallace Roberts & Todd. 2016. Eastern Dublin Specific Plan. January 7, 1994 (Updated September 20, 2016).

Wallace Roberts & Todd. 1992. Final Environmental Impact Report, State Clearinghouse Number 91103064 Eastern Dublin General Plan Amendment and Specific Plan. December 7.

Transportation

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
16. TRANSPORTATION/TRAFFIC. Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				X
b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?				X
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
d. Result in inadequate emergency access?				X

Environmental Setting

Access to the proposed project site is provide by Tassajara Road, Wallis Ranch Road, and Rutherford Drive. Tassajara Road is an arterial road that provides access from southern Contra Costa County to I-580 and further south into Alameda County. It is four lanes wide from I-580 to Dublin Ranch Road. Wallis Ranch Road and Rutherford Drive are local residential roads that provide access from Tassajara Road to the existing residential development. Both of these roadways provide on-street parking and one travel lane in each direction. The two intersections from Tassajara Road in the vicinity of the project site are signalized.

Sidewalks and Class II bike lanes are provided along Tassajara Road adjacent to the project site. Sidewalks are also provide along the both Wallis Ranch Road and Rutherford Drive, providing pedestrian connections to the various park improvements.

Transit service to the project site is provided by the Livermore/Amador Valley Transit Authority (LAVTA), which provides bus service in Dublin and throughout the Tri-Valley area. LAVTA Route 2 provides hourly service during peak times on weekdays to the following locations: East Dublin/Pleasanton BART, Hacienda Crossings, Dublin Ranch, Silvera Ranch, Positano and Central Parkway; however, service on this route has been suspended since April 6, 2020, as a result of service reductions implemented due to pandemic related ridership losses. An existing transit stop is located along Tassajara Road adjacent to the project site.

Regulatory Framework

Regional and Local Regulations

Metropolitan Transportation Commission

MTC conducts transportation planning, financing, and coordination for the San Francisco Bay Area, including Alameda County. MTC periodically updates the Regional Transportation Plan, which plans for the development of mass transit, highway, airport, seaport, railroad, bike, and pedestrian facilities. The most current Regional Transportation Plan, *Transportation 2035*, budgets funding for transportation-related projects. In addition, MTC and ABAG adopted Plan Bay Area 2040 in 2017, which is a State-mandated transportation and land use plan. The Sustainable Communities Strategy outlines a sustainable communities strategy for the region, which aims to integrate transportation, land use, and housing to meet GHG reduction targets established by the California Air Resources Board.

Alameda County Congestion Management Program

The Alameda County Transportation Commission (Alameda CTC) is an independent special district that aims to provide sustainable, accessible, and community-focused transportation opportunities. The Alameda CTC is the county's congestion management agency, providing countywide transportation planning, design and construction of specific highway, pedestrian, and bicycle improvement projects, as well as the promotion of transit-oriented development. In accordance with California Statute, Government code 65088, the Alameda CTC prepares the Alameda County Congestion Management Program (CMP), which measures the performance of the county's multi-modal transportation system, addresses roadway congestion, and connects transportation and land use. Alameda CTC also maintains a countywide travel mode in compliance with Plan Bay Area 2040 and CMP legislation.

The Alameda County CMP contains the following five mandatory elements: (1) level of service monitoring; (2) performance; (3) travel demand management; (4) land use analysis program; and (5) capital improvements. The Alameda CTC has also developed information related to Senate Bill 743 and tools for measuring and reducing vehicle miles travelled.

City of Dublin General Plan

Chapter 5.0, Land Use and Circulation: Circulation and Scenic Highways Element, identifies the City's transportation and roadway policies. As described in the City of Dublin General Plan, the City aims to provide a comprehensive circulation network that supports multiple modes of transportation including private vehicles, transit, cycling, and walking. The proposed project would be accessed by existing roadways in the project area and would not modify any existing roadways. The following policies from the City of Dublin General Plan relate to the proposed project:

Implementing Policy 5.2.2.B.2. Design and construct all roads in the City's circulation network as defined in Figure 5-1 as well as bicycle and pedestrian networks as defined in the City of Dublin Bicycle and Pedestrian Master Plan.

Guiding Policy 5.2.3.A.1. Provide an integrated multi-modal circulation system that provides efficient vehicular circulation while providing a design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, persons with disabilities, seniors, children, youth, and families; and encourages pedestrian, bicycle, transit, and other non-automobile transportation alternatives.

Guiding Policy 5.4.3.A.1. Plan for all users by creating and maintaining Complete Streets that provide safe, comfortable, and convenient travel along and across streets (including streets, roads, highways, bridges, and other portions of the transportation system) through a comprehensive, integrated transportation network that meets the requirements of currently adopted transportation plans and serves all categories of users.

Guiding Policy 5.5.1.A.1. Provide safe, continuous, comfortable and convenient bikeways throughout the City.

Guiding Policy 5.5.1.A.2. Improve and maintain bikeways and pedestrian facilities and support facilities in conformance with the recommendations in the Dublin Bicycle and Pedestrian Master Plan.

Guiding Policy 5.5.1.A.4. Provide comfortable, safe, and convenient walking routes throughout the City and, in particular, to key destinations such as Downtown Dublin, the BART Stations, schools, parks, and commercial centers.

Implementing Policy 5.5.1.B.1. Complete the bikeways systems illustrated on Figures 5-3a and 5-3b.

Implementing Policy 5.5.1.B.2. Improve bikeways, bicycle support facilities, and pedestrian facilities in accordance with the Dublin Bicycle and Pedestrian Master Plan in conjunction with development proposals.

Implementing Policy 5.5.1.B.3. Ensure on-going maintenance of bikeways, bicycle support facilities and pedestrian facilities that are intended for public use and located on private property in conjunction with development proposals.

Implementing Policy 5.75.1.B.2. Implement the Eastern Dublin Scenic Corridors Policies and Standards for projects within the Eastern Extended Planning Area.

Eastern Dublin Specific Plan

Chapter 5.0 of the Eastern Dublin Specific Plan outlines goals, policies and programs to provide for an integrated, multi-modal circulation system that reduces potential traffic impacts by accommodating alternative modes of transportation including walking, bicycles, transit and ridesharing. The following policies from the Eastern Dublin Specific Plan relate to the proposed project:

> **Policy 5-15***:* Provide a north-south trail along Tassajara Creek, and trails along other stream corridors as shown on the Pedestrian and Bicycle System map.
>
> **Policy 5-17***:* Establish a bicycle circulation system which helps to serve the need for non-motorized transportation and recreation in eastern Dublin that is consistent with the Dublin Bicycle and Pedestrian Master Plan.
>
> **Policy 5-18***:* Provide convenient and secure bicycle parking and support facilities at key destinations in eastern Dublin, such as schools, recreation areas, transit stops and commercial centers.
>
> **Policy 5-19***:* Parking requirements in eastern Dublin shall be kept to a minimum consistent with actual parking needs. Allowance shall be made for shared parking in mixed-use areas. Parking requirements may be reduced wherever it can be demonstrated that use of alternative transportation will reduce parking demand.
>
> **Policy 5-20***:* Encourage on-street parking on residential collector and local residential streets. Allow on-street parking on lower volume arterial streets within commercial areas.

City of Dublin Bicycle and Pedestrian Master Plan

The City of Dublin Bicycle and Pedestrian Master Plan provides policies, network plans, prioritized project lists, support programs, and best practice design guidelines for bicycling and walking in Dublin. As shown in Figure 5-2 of the Plan, Dublin Existing & Proposed Bikeways, Class IIA Bicycle Lanes are proposed along Tassajara Road and a Class I Shared-Use Path, the Tassajara Creek Trail, is proposed along Tassajara Creek in proximity to the project site.

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified potentially significant impacts related to increased traffic associated with implementation of the Eastern Dublin Specific Plan, including impacts to freeway, intersection, and roadway operations, transit service extensions, and potential safety hazards for pedestrians and bicycles at street crossings. Mitigation measures were identified to

reduce most transportation impacts to a less than significant level. These mitigation measures require construction of new roadways, widening and existing roadways, and improvements to local freeway facilities to accommodate increased vehicle traffic associated with proposed development in Eastern Dublin.

Several traffic impacts were determined to be significant and unavoidable, even with implementation of mitigation. These impacts include impacts to I-580 between Tassajara Road and Airway Boulevard (Impact 3.3/B), cumulative freeway impacts (Impact 3.3E), impacts to the Santa Rita Road/I-580 eastbound ramps (Impact 3.3/I) and cumulative impacts to Tassajara Road (Impact 3.3/N).

Dublin Ranch West SEIR

The Dublin Ranch West SEIR determined that implementation of the Dublin Ranch West project would result in two potentially significant supplemental impacts associated with traffic operations and safety along Tassajara Road. The following supplemental mitigation measures were identified to reduce potential traffic impacts to less than significant:

> Supplemental Mitigation Measure TRA-1: The Project developer shall dedicate right-of-way along the Project frontage and widen Tassajara Road to four lanes between North Dublin Ranch Drive and Project Northern Access to improve roadway segments near the Project.
>
> Supplemental Mitigation Measure TRA-2: The Stage 1 Development Plan for the Dublin Ranch West Project shall include the following safety features.
>
> c) Install traffic signals at the two Project access roadways due to safety considerations along Tassajara Road.
>
> d) Provide an eastbound right-turn capacity from Tassajara Road onto the Project main access roadway to accommodate vehicles during the a.m. peak hour.
>
> e) Provide northbound left-turn capacity from Tassajara Road onto the Project main access roadway, considering anticipated traffic movements to access the Project site during the p.m. peak hour.
>
> f) Provide an adequate northbound left-turn lane from Tassajara Road onto the Project southern access roadway, considering anticipated traffic movements during the p.m. peak hour.
>
> g) Provide an appropriate southbound right-turn pocket with an adequate taper Tassajara Road at both access roadways due to safety considerations.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to transportation would result from the Wallis Ranch project than were previously analyzed in the prior environmental documents. The 2014 Addendum acknowledged that the project would continue to contribute to significant and unavoidable cumulative project impacts as part of the larger Eastern Dublin project, including impacts to I-580 between I-680 and Hacienda Drive, the Santa Rita Road/I-580 eastbound ramps, the Dublin Boulevard/Hacienda Drive and Dublin Boulevard/Tassajara Road intersections, and other impacts to Tassajara Road.

Project Impacts and Mitigation Measures

(a) Conflict with applicable transportation plans standards, including bicycle and pedestrian facilities

No New Impact. The Initial Study prepared to support the 2014 Addendum previously evaluated the transportation circulation element of the Wallis Ranch/Trumark Project which included a public park of about 10 acres. Details of amenities included in this park were not known at the time but most parks have amenities including sports courts, picnic facilities, and playgrounds. An assessment was made of the proposed project's amenities to determine if there were any non-standard amenities that would result in additional trip generation not typical of a park of about 9-10 acres. Based on the assessment of the project's development plan, the proposed project is not proposing any park amenities that would result in a different trip generation than similar parks in the City of Dublin. Additionally, the project is not proposing any changes to transportation access and circulation in the area. Since the proposed project is a slightly smaller than what was previously studied (about 9 acres versus about 10 acres), does not include non-standard uses that would result in increased trip generation, and does not alter the transportation circulation system, the proposed project would not result in new impacts or substantially more severe significant impacts than were analyzed in the prior environmental documents.

The proposed project would not alter or interfere with transit, bicycle or pedestrian facilities. The proposed project would maintain existing sidewalks along Tassajara Road, Wallis Ranch Road, and Rutherford Drive. Pathways within the park would provide pedestrian and bicycle connections to the various park improvements. Impacts to bicyclists, pedestrians, and transit service providers resulting from implementation of the proposed project would remain less than significant and the proposed project would not result in new significant or substantially more severe impacts related to alternative forms of transportation beyond those analyzed in the prior environmental documents. No additional analysis is required.

(b) Conflict with CEQA Section 15064.3 (b)

No New Impact. The topic of the project's contribution to vehicle miles traveled (VMT) was not analyzed in the Eastern Dublin EIR, Dublin Ranch West SEIR or 2014 Addendum. This impact is

not required to be analyzed unless it constitutes new information of substantial importance that was not known and could not have been known at the time the previous environmental documents were certified as complete (Public Resources Code Section 21166 and CEQA Guidelines Section 15162 and 15163). The impact of increased traffic was analyzed using other methods at the time of certification of the Eastern Dublin EIR, Dublin Ranch West SEIR and 2014 Addendum. Under CEQA standards, it is not considered new information that requires analysis in a Supplemental EIR or negative declaration. Therefore, no supplemental environmental analysis of the project's impacts on this issue is required under CEQA.

(c) Substantially increase hazards due to a design feature

No New Impact. The proposed project would provide entries to the proposed park elements along existing roadways, including a proposed parking area off of Rutherford Drive. Proposed vehicular access would not change the layout of the roadways in the project vicinity. The design, construction, and maintenance of project site access locations would be in compliance with the City's Municipal Code. Therefore, the proposed project would not result in new significant or substantially more severe significant impacts beyond those already analyzed in the prior environmental documents. No additional analysis is required.

(d) Result in inadequate emergency access

No New Impact. The proposed project would not result in inadequate emergency access. Emergency vehicle access to the project site would continue to be provided via Tassajara Road, Wallis Ranch Road, and Rutherford Drive. The design, construction, and maintenance of project site access locations would be in compliance with the City's Municipal Code and would be required to meet all emergency access standards. In addition, through Site Plan Review, emergency services would review proposed plans to ensure that emergency vehicle access and circulation is adequate. Therefore, the proposed project would not result in new significant or substantially more severe significant impacts beyond those already analyzed in the prior environmental documents. No additional analysis is required.

Source(s)

Alameda County Transportation Commission. 2021. Congestion Management Program webpage: www.alamedactc.org/planning/congestion-management-program/ (Accessed June 26, 2021).

Dublin, City of. 2014. City of Dublin Bicycle and Pedestrian Master Plan.

Dublin, City of. 2015. City of Dublin Parks and Recreation Master Plan.

Dublin, City of. 2017. City of Dublin General Plan, Adopted February 11, 1985 (Amended as of November 21, 2017).

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Livermore Valley Transit Authority. 2021. Route 2 webpage: www.wheelsbus.com/route/route-2/ (Accessed June 26, 2021).

Wallace Roberts & Todd. 2016. Eastern Dublin Specific Plan. January 7, 1994 (Updated September 20, 2016).

Wallace Roberts & Todd. 1992. Final Environmental Impact Report, State Clearinghouse Number 91103064 Eastern Dublin General Plan Amendment and Specific Plan. December 7.

Tribal Cultural Resources

Project Impacts and Mitigation Measures

(a) Listed or eligible for listing in the California Register of Historical Resources or significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1

The topic of the project's potential impacts to tribal cultural resources was not specifically analyzed in the Eastern Dublin EIR, the Dublin Ranch West SEIR, or the 2014 Addendum. However, the Eastern Dublin EIR, the Dublin Ranch West SEIR, and the 2014 Addendum analyzed prehistoric and historic resources and included mitigation measures related to historical and archaeological resources and human remains. These measures are listed in the cultural resources section of this Initial Study Checklist. Additionally, the provisions of Assembly Bill 52 only apply to projects that require public noticing. For an EIR certified prior to July 2015, an Addendum to that EIR does not require consultation pursuant to AB 52. Therefore, the proposed project would not result in significant impact to tribal cultural resources.

Utilities and Service Systems

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
18. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities the construction or relocation of which could cause significant environmental effects?				X
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				X
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project projected demand in addition to the provider's existing commitments?				X
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				X
e. Comply with federal, state, and local statutes and regulations related to solid waste?				X

Environmental Setting

A variety of local and regional providers in this area operate and maintain utility and service system facilities associated with electricity, water, stormwater, wastewater, solid waste, communications and natural gas.

Water. The Dublin San Ramon Services District (DSRSD) provides water service at the project site. DSRSD is responsible for providing both potable and recycled water to the City of Dublin, and the Dougherty Valley area of the City of San Ramon in Contra Costa County. DSRSD's water service area also includes Camp Parks, the Federal Correctional Institution (FCI), and Alameda County's Santa Rita Jail. Zone 7 supplies treated potable water to DSRSD. Treated potable water enters DSRSD's distribution system from five metered turnouts from the Zone 7 transmission system.

To reduce the demand for potable water, DSRSD promotes water recycling and is a member of the WaterReuse Association. In 1995, DSRSD and EBMUD, through a joint powers agreement, formed the DSRSD-EBMUD Recycled Water Authority (DERWA). DERWA serves as a wholesaler to deliver recycled water to DSRSD and EBMUD, who in turn deliver the recycled water to their

respective service areas. DERWA's San Ramon Valley Recycled Water Project (SRVRWP) provides a backbone distribution system that delivers recycled water to both DSRSD and EBMUD distribution systems. DSRSD's recycled water treatment facilities delivers recycled water to the SRVRWP. Recycled water is produced at DSRSD's wastewater treatment plant at the Recycled Water Treatment Facility (RWTF). The RWTF produces recycled water that meets the California Title 22 requirements for unrestricted reuse.

Wastewater. Wastewater collection and treatment services are also provided by DSRSD for the City of Dublin, City of Pleasanton, Camp Parks, FCI, Santa Rita Jail, and the southern portion of San Ramon. DSRSD owns and operates a wastewater treatment plant in Pleasanton that has a capacity of 17 million gallons per day (MGD). The existing wastewater service area encompasses approximately 13,340 acres, or 20.85 square miles. Within the wastewater service area there are currently 207 miles of gravity mains, one permanent lift station, and one temporary lift station. The permanent lift station has 26 feet of force main.

Stormwater. Drainage and flood control in the Eastern Dublin area is the responsibility of the City of Dublin and Zone 7. Zone 7 is responsible for master planning, overseeing construction coordination and maintaining major storm drain channels and culverts in Eastern Dublin. The City has jurisdiction and maintenance responsibility for local storm drains that discharge to the Zone 7 flood control system. Runoff from the project area drains to Tassajara Creek, which flows south to connect with Zone 7 facilities south of I-580.

Electricity. The Pacific Gas and Electric Company (PG&E) provides electric and natural gas service to the San Francisco Bay region. As described in the Eastern Dublin Specific Plan, PG&E has major electrical services to the old Santa Rita facility, and minor lines to existing homes. A PG&E gas pipeline parallels I-580 to the south, crossing I-580 at Tassajara Road and proceeding west along the north side of the freeway. A regulator station exists at the north side of this I-580 crossing, and is the connection point for the gas distribution system for the Eastern Dublin area.

Solid Waste. The City of Dublin enters into a Franchise Agreement with a private solid waste collection company for residential and commercial garbage collection. The City also has a comprehensive recycling program that collects both recycling and organics. All single family residences and commercial businesses are provided with recycling containers and all multi-family residences have access to recycling services.

Solid waste generated within the City is deposited at the Altamont Landfill which has a total estimated permitted capacity of 62 million cubic yards. The Altamont Landfill is approximately 26 percent full and is estimated to reach capacity in January 2029.

Regulatory Framework

Federal and State Regulations

California Urban Water Management Planning Act

Under the California Water Code and Urban Water Management Planning Act of 1983, all California urban water suppliers are required to prepare and adopt an Urban Water Management Plan (UWMP) every five years, which promotes water conservation and efficiency measures. Urban water suppliers that serve more than 3,000 customers or are supplying more than 3,000 acre-feet of water annually are subject to this Act. This Act requires that the total project water use be compared to water supply sources over the next 20 years in five-year increments. Planning must occur for all drought years and must include a water recycling analysis that incorporates a description of the wastewater collection and treatment system, outlining existing and potential recycled water uses. In September 2014, the Act was amended by SB 1420, which now requires urban water suppliers to provide descriptions of their water demand management measures and similar information.

Water Conservation Act of 2009

The Water Conservation Act of 2009 (SB X7-7) requires all water suppliers to increase water use efficiency by reducing per capita urban water use by 20 percent by December 31, 2020. This bill also set a goal for the state of reducing per capita water use by at least 10 percent by December 31, 2015.

California Integrated Waste Management Act (AB 939)

AB 939 established the California Integrated Waste Management Board under CalRecycle, which required all counties within California to prepare integrated waste management plans. Additionally, it changed the focus of solid waste management from landfill to diversion strategies (e.g., source reduction, recycling, and composting), and required all municipalities to divert 25 percent of their solid waste from landfill disposal by January 1, 1995 and fifty percent by the year 2000.

California Mandatory Commercial Recycling Law (AB 341)

AB 341 was enacted to help meet California's recycling goal of 75 percent by the year 2020. AB 341 requires all commercial businesses and public entities that generate 4 cubic yards or more of waste per week to have a recycling program in place. In addition, multi-family apartments with five or more units are also required to form a recycling program. In addition, each local government jurisdiction will implement a commercial solid waste recycling program that consists of education, outreach and monitoring of businesses, designed to divert commercial solid waste from businesses. Each jurisdiction will report the progress achieved in implementing its commercial recycling program, including education, outreach and monitoring, and if applicable, enforcement efforts and exemptions, by providing updates in its electronic annual

report. CalRecycle will review each jurisdiction's commercial recycling program that consists of education, outreach and monitoring.

Mandatory Organics Recycling AB 1826

In October 2014 Governor Brown signed AB 1826, requiring businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also requires that on and after January 1, 2016, local jurisdictions across the state implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units. Organic waste means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. This law phases in the mandatory recycling of commercial organics over time, while also offering an exemption process for rural counties. In particular, the minimum threshold of organic waste generation by businesses decreases over time, which means an increasingly greater proportion of the commercial sector will be required to comply.

CALGreen Building Code

CALGreen requires mandatory green standards that all buildings in California must abide by, including: reducing indoor water use, reducing wastewater, recycling and/or salvaging nonhazardous construction and demolition debris, and providing readily accessible areas for recycling by the occupant. The code includes different categories such as energy, water, material, and resource efficiency. These standards include a mandatory set of minimum guidelines, as well as more stringent voluntary measures for new construction projects that local communities can opt into.

Local Regulations

2015 Urban Water Management Plan (UWMP)

Water is provided to the project site by DSRSD. The DSRSD adopted a UWMP in 2016 as per SB X7-7 and the Urban Water Management Planning Act (Section 10610 of Division 6 of the California Water Code). These plans are prepared every five years and must address the reliability of water sources within the following 20 years as well as other demand management measures and water shortage contingency plans. Additionally, the UWMP identifies strategies to meet requirements under SB X7-7 by reporting on progress towards meeting a 20 percent reduction for per-capita urban water use by the year 2020. The UWMP also plans for emergencies and times of water shortage. DSRSD is currently in the process of updating the UWMP.

City of Dublin General Plan

Chapter 4.0, Land Use and Circulation: Schools, Public Lands, and Utilities Element, identifies the City's policies related to the provision of public services and utilities in the City. The following policies from the City of Dublin General Plan relate to the proposed project:

> **Guiding Policy 4.4.1.A.1.** Ensure that adequate solid waste disposal capacity is available, to avoid constraining development, consistent with the Dublin General Plan.
>
> **Implementing Policy 4.4.1.B.3.** Prior to project approval, the applicant shall demonstrate that capacity will exist in solid waste disposal facilities for their project prior to the issuance of building permits.
>
> **Guiding Policy 4.5.1.A.1.** Expand sewage treatment and disposal capacity to avoid constraining development consistent with the Dublin General Plan.
>
> **Implementing Policy 4.5.1.B.1.** Prior to project approval, developers shall demonstrate that adequate capacity will exist in sewage treatment and disposal facilities for their projects prior to the issuance of building permits.
>
> **Guiding Policy 4.6.1.A.1.** Base General Plan proposals on the assumption that water supplies will be sufficient and that local wells could be used to supplement imported water if necessary.
>
> **Implementing Policy 4.6.1.B.1.** Consider obtaining water service from the East Bay Municipal Utility District and other sources.

Eastern Dublin Specific Plan

Chapter 8.0 of the Eastern Dublin Specific Plan outlines goals, policies and programs related to the provision of community services and facilities in Eastern Dublin. The following policies from the Eastern Dublin Specific Plan relate to the proposed project:

> **Policy 8-7**: Support ACWMA efforts to develop alter- hate disposal facilities for organic waste in the Tri-Valley area, particularly for composting and reuse of organic material.
>
> **Policy 8-8:** Encourage the separation of recyclable materials from the general waste stream by supporting the development of a recycling collection system and facilities.
>
> **Policy 8-9:** Coordinate with Pacific Gas and Electric and Pacific Bell in planning and scheduling future facilities which will serve eastern Dublin.

Chapter 9.0 of the Eastern Dublin Specific Plan outlines goals, policies and programs related to water, wastewater and storm drainage in Eastern Dublin. The following policies from the Eastern Dublin Specific Plan relate to the proposed project:

> **Policy 9-1:** Provide an adequate water supply system and related improvements and storage facilities for all new development in the Eastern Dublin Specific Plan area.
>
> **Policy 9-3:** Provide for public wastewater collection, treatment and disposal for all new development in the Eastern Dublin Specific Plan area.
>
> **Policy 9-6:** Ensure wastewater treatment and disposal facilities are available to meet the needs of future development in eastern Dublin. The City should support DSRSD's and TWA's wastewater management plans as they relate to the Eastern Dublin Specific Plan area.
>
> **Policy 9-7**: Require drainage facilities that will minimize any increased potential for erosion or flooding.
>
> **Policy 9-8**: Require channel improvements consist of natural creek bottoms and side slopes with natural vegetation where possible to meet Policy 9-7 above. (See also Policy 7-11.)
>
> **Policy 9-9:** Plan facilities and select management practices in the Eastern Dublin Specific Plan area that protect and enhance water quality.

Previous CEQA Documents

Eastern Dublin EIR

The Eastern Dublin EIR identified potential significant impacts related to lack of a wastewater collection system, extension of a sewer trunk line with capacity to serve new developments, limited treatment plant capacity and wastewater disposal capacity, increased energy use for wastewater treatment and wastewater disposal, potential failure of the export disposal system, pump station noise and odors, storage basin odors and potential failure, recycled water system operations, recycled water storage failure, loss of recycled water system pressure, and secondary impacts from recycled water system operation. Mitigation measures were identified to reduce most wastewater impacts to a less than significant level. Impacts associated with increased energy use for wastewater treatment and disposal were determined to be significant and unavoidable, even with implementation of mitigation.

The Eastern Dublin EIR also identified potential significant impacts related to overdraft of local groundwater resources, increased demand for water, additional treatment plant capacity, lack of a water distribution system, inducement of substantial growth, increase in energy usage

through operation of the water distribution system, potential water storage reservoir failure, potential loss of system pressure, and potential pump station noise. Mitigation measures were identified to reduce most water impacts to a less than significant level. Impacts associated with increased energy use for water distribution and population growth were determined to be significant and unavoidable, even with implementation of mitigation.

Potentially significant impacts related to storm drainage identified in the Eastern Dublin EIR are described in Section 9.0, Hydrology and Water Quality.

Dublin Ranch West SEIR

The Dublin Ranch West SEIR identified no supplemental impacts resulting from the Dublin Ranch West project because the Dublin Ranch West project would result in the same type and density of development assumed in the Eastern Dublin EIR; therefore, demand for utilities would not differ significantly from that analyzed as part of the Eastern Dublin EIR.

2014 Addendum

The 2014 Addendum determined that no new or more severe impacts related to utilities and service systems would result from the Wallis Ranch project than were previously analyzed in the prior environmental documents.

Project Impacts and Mitigation Measures

(a) Require relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas or telecommunications facilities

No New Impact. Implementation of the proposed project would result in the construction of new park improvements, including a restroom and drinking fountains as well as landscape and turf areas that would require irrigation. These facilities would be located adjacent to existing roadways and could be connected to the existing public service system, including local water and sewer. These connections would not be considered “major” lines because these improvements would be made as additions to the existing infrastructure.

It is expected that the relatively small amount of wastewater generated from park improvements (e.g., one restroom) and increased water demand can be accommodated by local sanitary treatment systems and water supply infrastructure and would not require relocation or construction of new or expanded wastewater facilities or water systems.

As described in Section 9, Hydrology and Water Quality, the proposed project would be required to comply with the MRP that requires implementation of measures for site design, source control, runoff reduction, stormwater treatment, and baseline hydromodification management. Hydromodification is the alteration of the natural flow of water through a landscape, and often takes the form of creek channel erosion. Hydromodification is one of the

leading sources of impairment in streams, lakes, and estuaries. The MRP also requires implementation of LID Standards. Compliance with these measures would ensure that additional stormwater runoff resulting from the proposed project would be retained and infiltrated on site before being discharged into the storm drain system. Therefore, the proposed project would not require or result in the construction of new stormwater drainage facilities or the expansion of existing facilities.

As described in the Project Description, lighting is proposed to promote security and safety for park users and to accommodate nighttime use of the sports courts. Proposed lighting would tie into existing electric utilities and is not anticipated to generate substantial additional demand such that new facilities or expansion of facilities would be required.

The proposed project is consistent with the type and intensity of development analyzed in the Eastern Dublin EIR, the Dublin Ranch West SEIR and the 2014 Addendum. No new significant or substantially more severe significant impacts related to expanded water, wastewater, stormwater, electric power natural gas, or telecommunication facilities would occur beyond those analyzed in the prior environmental documents. No additional analysis is required.

(b) Sufficient water supply

No New Impact. Proposed landscaping would be either native species or drought tolerant species for water conservation; however, the turf grass areas would require typical maintenance such as fertilizer and irrigation. An automatic irrigation system would be designed to minimize water use and be adapted to weather conditions. Additionally, the proposed restroom and water fountains would not generate substantial additional demand for potable water. Therefore, sufficient water supplies would be available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years.

The size and intensity of proposed development associated with the park project is consistent with the level of development anticipated in the prior environmental documents. Therefore, the proposed project would not result in any new significant or substantially more severe significant impacts as compared to those impacts analyzed in the prior environmental documents. No additional analysis is required.

(c) Sufficient wastewater capacity

No New Impact. Refer to Section 18.a for a discussion of the proposed project's impacts to wastewater treatment. The proposed project would result in a very minor contribution to the daily permitted capacity of the DSRSD's wastewater treatment plant and would not exceed the plant capacity. Therefore, the proposed project would not result in any new significant or substantially more severe significant impacts as compared to those impacts analyzed in the prior environmental documents. No additional analysis is required.

(d-e) Adequate landfill and compliance

No New Impact. Operation of the proposed project is not anticipated to generate a significant amount of solid waste. Users of the Wallis Ranch Park and other recreation facilities at the project site would dispose of garbage, but not in amounts that would greatly exceed average per capita garbage generation rates. In addition, recycling receptacles would be located throughout the park, allowing the proposed project to be in full compliance with waste diversion goals mandated by the California Integrated Waste Management Act.

The amount of solid waste generated by both users of the park and construction of park facilities or infrastructure would not substantially decrease the amount of space in the Altamont Landfill. Solid waste disposal off-site would comply with all local, State, and federal requirements. Therefore, the proposed project would not result in any new significant or substantially more severe significant impacts as compared to those impacts analyzed in the prior environmental documents. No additional analysis is required.

Source(s)

California Department of Resources Recycling and Recovery (CalRecycle). 2020. Website: www.calrecycle.ca.gov/Recycle/Commercial/ (accessed September 15, 2020)

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Dublin, City of. 2021. City of Dublin Municipal Code. May 18. Available online at: www.codepublishing.com/CA/Dublin/ (accessed June 25, 2021)

Dublin San Ramon Services District. 2019. 2017 Wastewater Collection System Master Plan Final Report. December. Available online at: www.dsrsd.com/home/showpublisheddocument/7233/637244492827570000 (accessed June 27, 2021).

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Haag, Jerry. 2004. Dublin Ranch West Project, Final Supplemental Environmental Impact Report. November.

Haag, Jerry. 2014. Wallis Ranch/Trumark Project PLPA 2013-00035, Initial Study. April 22.

Wallace Roberts & Todd. 2016. Eastern Dublin Specific Plan. January 7, 1994 (Updated September 20, 2016).

Wallace Roberts & Todd. 1992. Final Environmental Impact Report, State Clearinghouse Number 91103064 Eastern Dublin General Plan Amendment and Specific Plan. December 7.

Wildfire

Project Impacts and Mitigation Measures

(a-d) Impair an emergency response plan, exposure to wildfire, require installation or maintenance of infrastructure, exposure of flooding or landslides

The Eastern Dublin EIR and the Dublin Ranch West SEIR were certified prior to the mandatory analysis of wildfire impacts. However, wildfire risks were adequately discussed in Section 8.h. The proposed project would not create significant impacts related to wildfire. No additional analysis is required.

Mandatory Findings of Significance

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No New Impact
18. MANDATORY FINDINGS OF SIGNIFICANCE. Does the project:				
a. Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects.)				X
c. Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X

Significant Impacts

Construction and operation of the proposed project would not substantially degrade the quality of the environment; reduce the habitat, population, or range of a plant or animal species; or eliminate important examples of California history or prehistory. Potential impacts to biological and cultural resources, including special-status species, sensitive habitat, riparian areas and wetlands, nesting birds, historic and pre-historic resources were analyzed in the Eastern Dublin EIR and the Dublin Ranch West SEIR. Construction-related air quality and noise impacts were also evaluated in the prior environmental documents.

The proposed project would construct park improvements within the site designated for park use; therefore, the intensity of development proposed is consistent with that evaluated in the prior environmental documents. In addition, the proposed project would implement the applicable mitigation measures identified in the prior environmental document. With implementation of these mitigation measures, the proposed project would result in less than significant impacts to the quality of the environment. No new impacts or substantially more severe significant impacts would occur. No additional analysis is required.

Cumulative Impacts

Cumulative impacts associated with implementation of the proposed project were considered and evaluated in the Eastern Dublin EIR, Dublin Ranch West SEIR, and the 2014 Addendum. No new cumulative impacts or substantially more severe significant cumulative impacts were identified as a result of implementing the proposed park project.

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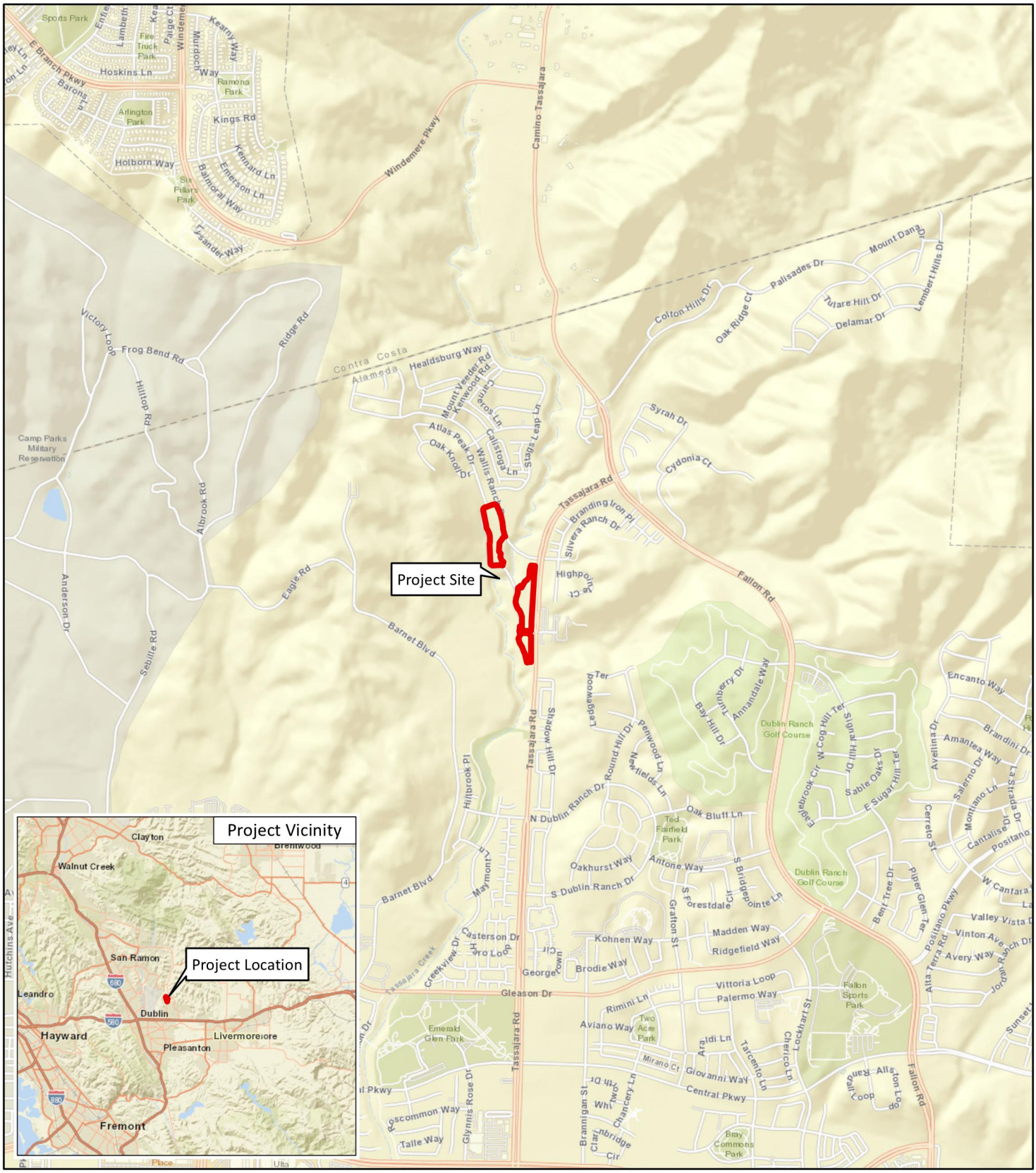


LSA

LEGEND

Project Parcels

FIGURE 1

0 1000 2000
FEET

Wallis Ranch Park Project
Dublin, Alameda County, California

Regional Location

SOURCE: ESRI World Street Maps (2021).

I:\DUB1601.03\GIS\Maps\Figure 1_Regonal Location.mxd (6/29/2021)

LSA

FIGURE 2

0 250 500
FEET

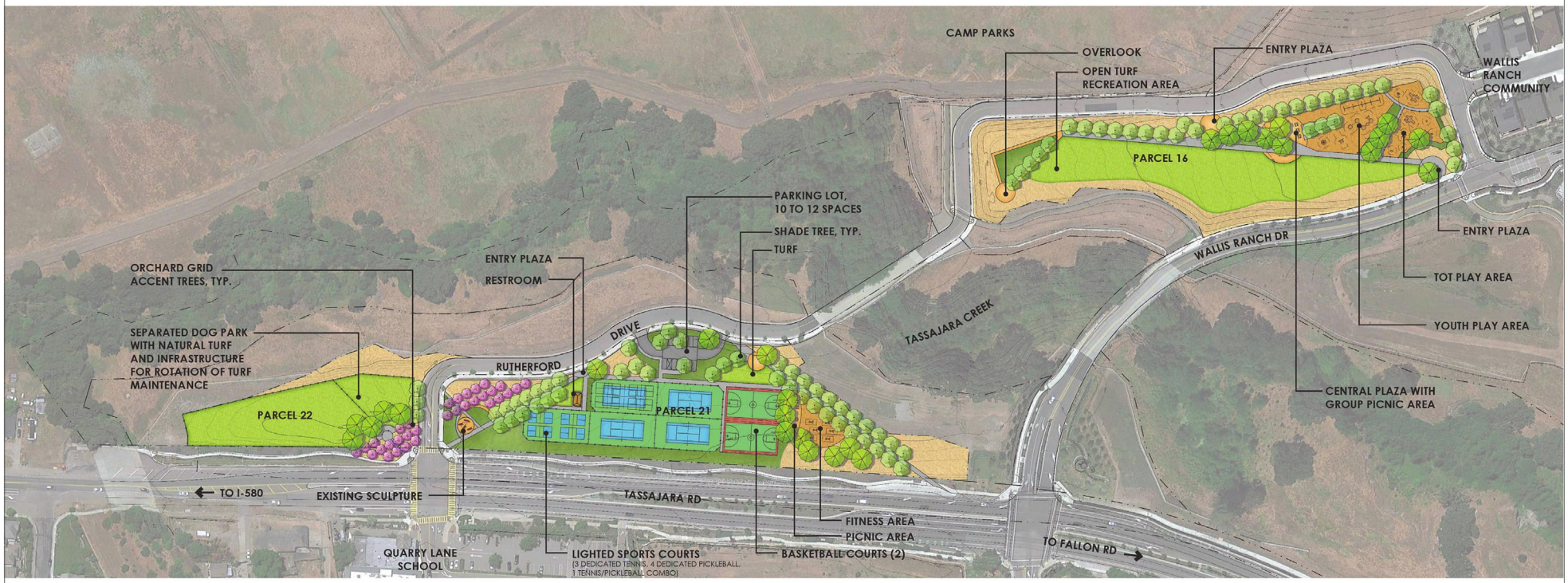
Project Site Boundaries

Wallis Ranch Park Project

Aerial Photograph of the Project Site and Surrounding Land Uses

SOURCES: Google Earth, 2/24/2021; LSA, 2021

P:\DUB1601.03 Wallis Ranch Project\PRODUCTS\Graphics\Figure_2.ai (6/25/2021)



LSA

FIGURE 3

N

0 80 160
FEET

Wallis Ranch Park Project
Conceptual Park Plan - Alternative A

SOURCES: City of Dublin; CALA, June 2021

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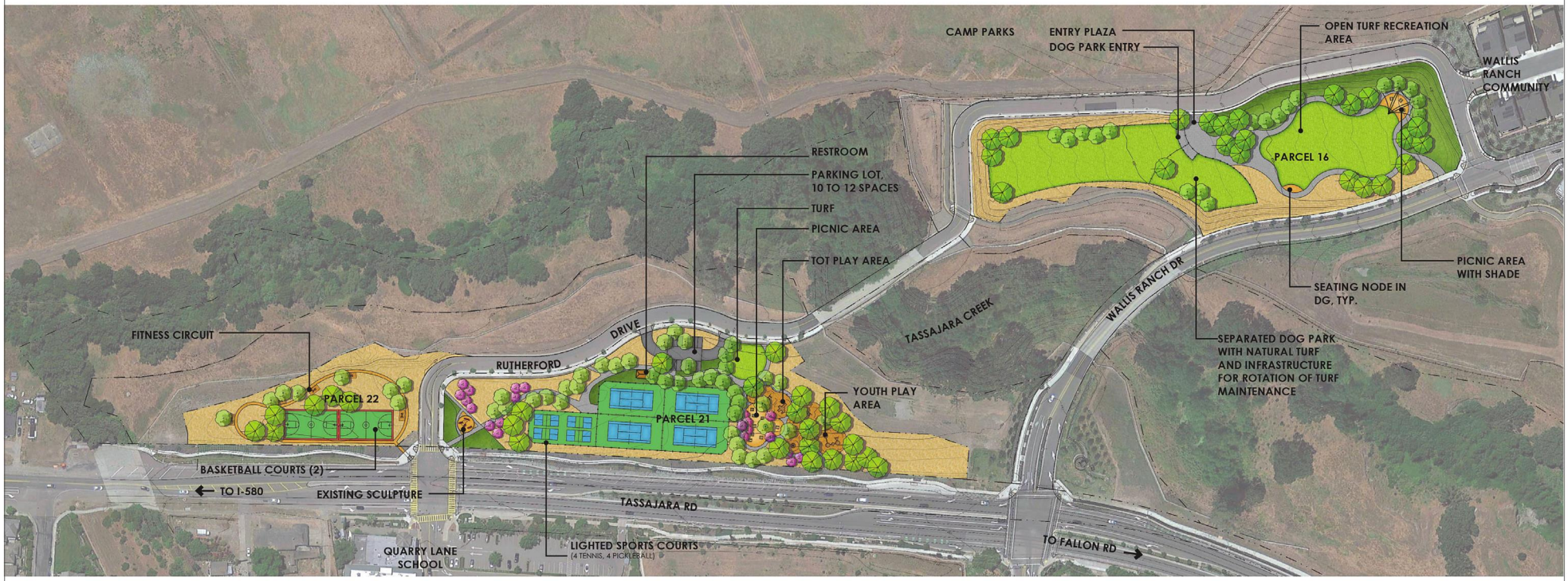


LSA

FIGURE 4

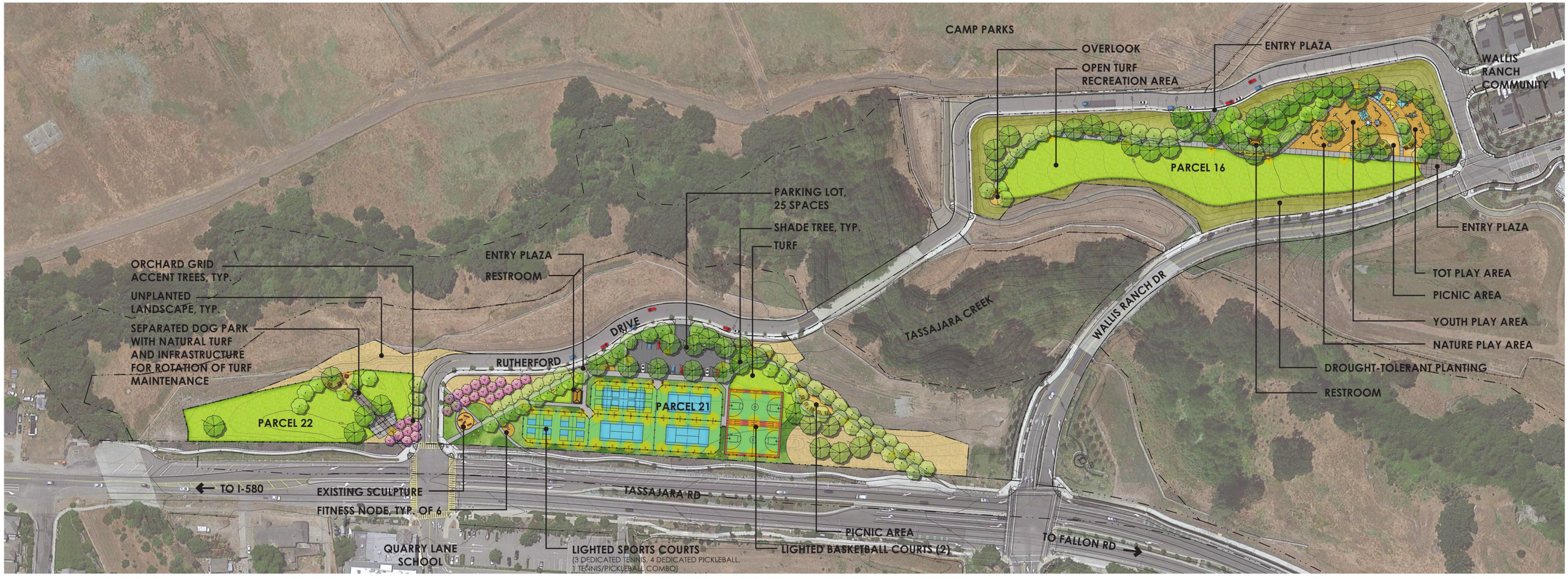
N

0 80 160
FEET

Wallis Ranch Park Project
Conceptual Park Plan - Alternative B

SOURCES: City of Dublin; CALA, June 2021

P:\DUB1601.03 Wallis Ranch Project\PRODUCTS\Graphics\Figure_4 11x17.ai (6/25/2021)



CONCEPT PLAN

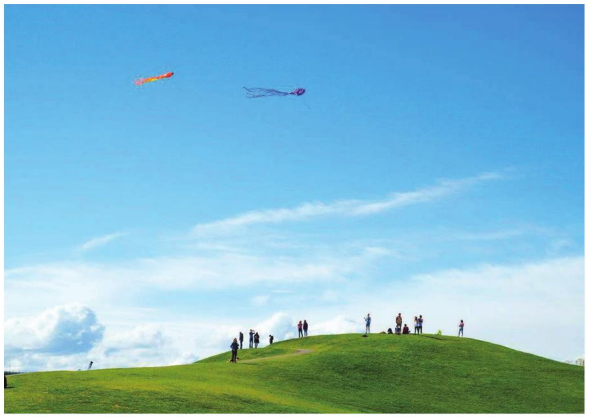
FUTURE COMMUNITY PARK
NEAR THE WALLIS RANCH DEVELOPMENT

DUBLIN
CALIFORNIA

CALA

0' 20' 40' 80'

September 8, 2021
2106_PreferredPlan_30x72.indd



INSPIRATION IMAGERY
THEME 3 - WINDSWEPT GRASSLANDS

FUTURE COMMUNITY PARK
NEAR THE WALLIS RANCH DEVELOPMENT

DUBLIN CALIFORNIA

CALA

June 5, 2021

Agenda Item 4.11

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Annual Review of City's Investment Policy
Prepared by: Chris Rhoades, Financial Analyst

EXECUTIVE SUMMARY:

The City Council will review the City's Investment Policy as per the City's annual practice. The policy includes an update to replace the titles of Administrative Services Director and Assistant Administrative Services Director with Finance Director and Assistant Finance Director, respectively, as approved by the City Council on June 20, 2023. The City Council will also consider adopting a resolution completing the Annual Review of the Investment Policy and designating positions authorized to complete investment transactions. While not required by statute, annual review of a local agency's investment policy is recommended by the California Debt and Investment Advisory Commission and is included as a requirement in the City Policy.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the 2023 Annual Review of Investment Policy and Delegation of Authority to Complete Investment Transactions.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The current Investment Policy, adopted on August 21, 2007, states that it is subject to annual review by the City Council and that the review shall be conducted by the second meeting in September (Section XVIII). The Policy was last revised on September 6, 2022, with changes to several sections to enable the City to purchase securities with a final maturity greater than five years, for securities permitted by California Government Code.

After consultation with the City's investment advisor, Chandler Asset Management, the 2023 Annual Review of Investment Policy proposes no operational changes to the Policy. The Policy

incorporates best practices recommended by Chandler, complies with California Government Code, and includes the ability to carve out a longer duration strategy with the ability to invest beyond five years in specific asset classes. The Policy continues to reflect the City's primary investment objectives of Safety, Liquidity, Return, and Diversification.

Change to the Delegation of Authority

Section IV of the Policy specifically designates the Finance Director as the City Treasurer and the City Manager and/or Assistant Finance Director as the Deputy City Treasurer. This incorporates a change to position titles, replacing the Administrative Services Director and Assistant Administrative Services Director titles, which were changed with City Council approval on June 20, 2023.

The attached Resolution documents the annual review and confirms the delegation of authority to Staff to complete investment transactions. The Policy is attached as Exhibit A to the Resolution.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the 2023 Annual Review of Investment Policy and Delegation of Authority to Complete Investment Transactions
2) Exhibit A to the Resolution - Statement of Investment Policy for the City of Dublin
3) 2023 Statement of Investment Policy for the City of Dublin (Redline)

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE 2023 ANNUAL REVIEW OF INVESTMENT POLICY AND DELEGATION OF AUTHORITY TO COMPLETE INVESTMENT TRANSACTIONS

WHEREAS, on August 21, 2007 the City Council adopted Resolution 152-07 approving a City Investment Policy (Policy); and

WHEREAS, Section XVIII of the Policy requires an annual review by the City Council no later than the second meeting in September; and

WHEREAS, the last modification to the policy was approved by the Council at the City Council meeting of September 6, 2022; and

WHEREAS, the focus of the annual review is to allow for any adjustments as a result of changes in State laws or other recommended modifications; and

WHEREAS, consistent with the provisions of Government Code Section 53607, the Policy provides for the City Council to delegate for a one-year period the authority to invest City funds to the City Treasurer and any duly appointed Deputy City Treasurer; and

WHEREAS, Staff recommends amendments to the Investment Policy to change the Administrative Services Director title to Finance Director and the Assistant Administrative Services Director title to Assistant Finance Director; and

WHEREAS, the City Council reviewed the Investment Policy at the August 15, 2023 meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby in accordance with California Government Code 53646(a)(2) complete the 2023 Annual Review of the Investment Policy, as attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Council action explicitly renews the delegation of authority to complete investment transactions by City Staff (Finance Director designated as the City Treasurer and the City Manager and/or Assistant Finance Director designated as the Deputy City Treasurer), as described in Section IV of the Policy.

{Signatures on following page}

PASSED, APPROVED AND ADOPTED this 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

STATEMENT OF INVESTMENT POLICY FOR THE CITY OF DUBLIN

I. INTRODUCTION

This Statement of Investment Policy is intended to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City's objectives of safety, liquidity and return through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable status governing the investment of public funds.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City of Dublin, as set forth in the State Government Code, sections 53600 et seq., excluding any bond- related proceeds or reserves, which are governed by their bond indentures. Cash held by the City shall be pooled in order to more effectively manage City cash resources. All pooled funds are accounted for in the City's Comprehensive Annual Financial Report and include:

<u>Funds</u>

General Fund
Special Revenue Funds
Capital Project Funds
Internal Service Funds
Enterprise Funds
Agency Funds

This original investment policy was adopted by the City of Dublin (the "City"), on August 21, 2007. This update to the Policy is effective on August 15, 2023 and replaces any previous versions.

III. OBJECTIVES

The overall program shall be designed and managed with a degree of professionalism worthy of the public trust. The primary objectives, in order of priority, of the City's investment activities shall be:

I) *Safety:* Safety of principal is the foremost objective of the investment program. The City's investments shall be undertaken in a manner that seeks to safeguard the principal of the funds under its control by maintaining an appropriate risk level.

2) *Liquidity:* The City's investment portfolio will remain sufficiently liquid to enable the City to meet its reasonably anticipated cash flow requirements.

3) *Return: Return* should become a consideration only after the basic requirements of safety and liquidity have been met. The City seeks to attain market average rate of return on its investments throughout economic cycles, consistent with constraints imposed by its safety objectives and cash flow considerations.

4) *Diversification:* The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. This shall also conform with applicable sections of the Government Code.

IV. DELEGATION OF AUTHORITY

As authorized in Government Code Section 53607, the City Council delegates the authority to invest funds of the City to the City Treasurer and/or any duly appointed Deputy City Treasurer. The City Treasurer and any duly appointed Deputy City Treasurer shall make all investment decisions and transactions in strict accordance with State law and this investment policy. The Finance Director shall be designated as the City Treasurer and the City Manager and/or Assistant Finance Director shall be designated as the Deputy City Treasurer. This delegation shall be for a one-year period until the delegation of authority is revoked or expires. The City Council may renew the authority each year as part of an annual review of this policy.

The City Treasurer shall establish procedures for the operation of the investment program. The City Treasurer shall be also responsible for all transactions undertaken and establishing a system of controls to regulate the activities of subordinates.

The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City. Authorized individuals acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this investment policy. Such managers must be registered under the Investment Advisors Act of 1940.

V. PRUDENCE

Pursuant to California Government Code Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the prudent investor standard: "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall acts as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. Thus employees and officials involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program, or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer and the Deputy Treasurer shall file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

VII. INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Periodically as deemed appropriate by City Management and/or the City Council an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

To the extent practical the Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. It shall be the City's policy to purchase securities only from authorized institutions and firms. No deposit of public funds shall be made except in a qualified public depository as established by state laws.

Institutions eligible to transact investment business with the City include:

1. Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers
2. Nationally or state chartered banks
3. The Federal Reserve Bank
4. Direct issuers of securities eligible for purchase

The Treasurer shall maintain procedures for the establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes. These may include primary or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-l (uniform net capital rule). The City requires each firm that will be used for the purchase or sale of securities to be evaluated by the Treasurer prior to any investments. The firms shall submit current financial statements, and annual audited financial statements each year thereafter, which are to be evaluated by the Treasurer. At a minimum, the firm must be financially sound and have been in business a minimum of three years. In addition, the firms must provide: proof of National Association of Security Dealers membership, proof of state registration or exemption, and certificate of having read the City's investment policy.

If an investment adviser is retained by the City, then that adviser will be permitted to use their own list of approved broker/dealers and financial institutions for investment purposes.

IX. AUTHORIZED AND SUITABLE INVESTMENTS

The City's investments are governed by Government Code, Sections 53600 et seq. Within the investments permitted by the Government Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event an apparent discrepancy is found between this Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased. Any investment currently held at the time the Policy is adopted which does not meet the new Policy guidelines can be held until maturity, and shall be exempt from the current Policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current Policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

1. United States Treasury Issues. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. There is no limitation as to the percentage of the portfolio that may be invested in this category. The maximum maturity of these securities is ten years. The City Council authorized investments in United States Treasury Issues beyond five years on September 6, 2022.

2. Federal Agency Obligations. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government- sponsored enterprises. There is no limitation as to the percentage of the portfolio that may be invested in this category. However, the portfolio's exposure to any one federal agency issuer is limited to 35 percent of the overall portfolio. The limit of the overall portfolio's exposure to callable federal agency securities is 25 percent. The maximum maturity for agency securities is ten years. The City Council authorized investments in Federal Agency Obligations beyond five years on September 6, 2022.

3. Bankers' Acceptances. Bankers' acceptances, otherwise known as bills of exchange or time drafts, that are drawn on and accepted by a commercial bank. Bankers' acceptances must be secured by the irrevocable primary obligation of the accepting domestic bank. Purchasers are limited to issuers whose short-term debt is rated "A-1" or higher, or the equivalent, by a Nationally Recognized Statistical-Rating Organization (NRSRO). Bankers' acceptances cannot exceed a maturity of 180 days. A maximum of 40 percent of the portfolio may be invested in this category. The amount invested in bankers' acceptances with any one financial institution in combination with any other debt from that financial institution shall not exceed 20 percent of the portfolio.

4. Commercial Paper. Commercial paper of "prime" quality rated "A-1" or higher, or the equivalent, by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (A) or paragraph (B):

   (A) The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars ($500,000,000). (iii) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization.

   (B) The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over

collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.

Eligible commercial paper shall have a maximum maturity of 270 days or less and not represent more than 10 percent of the outstanding paper of an issuing corporation. A maximum of 25 percent of the portfolio may be invested in this category. Under a provision of the California Government Code sunsetting on January 1, 2026, no more than 40 percent of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than $100,000,000. The amount invested in commercial paper of any one issuer in combination with any other debt from that issuer shall not exceed 20 percent of the portfolio.

5. Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCDs) issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases are limited to institutions which have long-term debt rated "A" or better and/or have short-term debt rated at least "A-1" or higher, or the equivalent by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category. The amount invested in NCDs with any one financial institution in combination with any other debt from that financial institution shall not exceed 20 percent of the portfolio. The maximum maturity of these securities is five years.

6. Time Certificates of Deposit. Time Certificates of Deposit (TCDs) placed with commercial banks and savings and loans. The purchase of TCDs from out-of-state banks or savings and loans is prohibited. The amount on deposit shall not exceed the shareholder's equity in the financial institution. To be eligible for purchase, the financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities in its most recent evaluation, as provided Government Code Section 53635.2. TCDs are required to be collateralized as specified under Government Code Section 53630 et. seq. The Treasurer, at his discretion, may waive the collateralization requirements for any portion that is covered by federal (FDIC) insurance. The City shall have a signed agreement with the depository per Government Code Section 53649. The maximum maturity of these securities may not exceed one (1) year in maturity. A maximum of 10 percent of the portfolio may be invested in this category.

7. Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that,

a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
   1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
   2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.
   3. No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
   1. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
   2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.
   3. No more than 20% of the total portfolio may be invested in Money Market Mutual Funds.

c. No more than 20% of the total portfolio may be invested in these securities.
   .

8. State of California Local Agency Investment Fund (LAIF). The City may invest up to the maximum as permitted by LAIF. For due diligence, the Treasurer shall maintain on file a copy of LAIF's current Answer Book.

9. California Asset Management Program (CAMP). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (n), inclusive of Government Code Section 53601. For due diligence, the Treasurer shall maintain on file a copy of CAMP's current Information Statement.

10. Medium Term Notes. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases are limited to securities rated "A" or higher, or the equivalent, by a NRSRO. A maximum of 30 percent of the City's portfolio may

be invested in this category and a maximum of 5 percent with any one issuer. The maximum maturity of these securities is five years.

11. Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations, from issuers not defined in the Federal Agency Obligations Subdivision. The City may purchase such securities provided that they are rated "AA" or higher, or the equivalent, by a NRSRO. Purchase of securities authorized by this subdivision may not exceed 20 percent of the portfolio, and a maximum of 5 percent per issue. The maximum maturity of these securities is five years.

12. Municipal Securities. Obligations of the State of California, any of the other 49 states, or any local agency within the state of California, may be purchased by the City provided that long-term obligations are rated "A" or higher, or the equivalent, by at least one NRSRO. There are no limits on the dollar amount or percentage that the city may invest in municipal securities; however, investments in these securities are limited to a maximum of 5 percent with any single issuer. The maximum maturity of these securities is ten years. The City Council authorized investments in Municipal Securities beyond five years on September 6, 2022.

13. Supranationals provided that issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated in a rating category of “AA” or its equivalent by a NRSRO. No more than 30% of the portfolio may be invested in these securities, and no more than 10% of the portfolio may be invested in any single issuer. The maximum maturity does not exceed five (5) years.

X. AUTHORIZED INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in securities permitted by this Policy. Notwithstanding the provisions of Policy, the percentage or dollar portfolio limitations listed in elsewhere in this Policy do not apply to bond proceeds. In addition to the securities listed in Section IX above, bond proceeds may be invested in structured investment products if approved by the Treasurer.

XI. PROHIBITED INVESTMENT PRACTICES AND INSTRUMENTS

The City shall not make investments for the purpose of trading or speculation as the dominate criterion such as anticipation of appreciation of capital value through changes in market rates. Securities are purchased with the intent to hold to maturity.

Any investment in a security not specifically listed as an Authorized and Suitable Investment above, but otherwise permitted by the Government Code, is prohibited without the prior approval of the City Council. Section 53601.6 of the Government Code specifically disallows investments in invoice floaters, range notes, or interest-only strips that are derived from a pool of mortgages. Under a provision of the California Government Code sunsetting on January 1, 2026, securities backed by the United States Government that could result in a zero or negative interest accrual if held to maturity are permitted.

XII. REVIEW OF INVESTMENT PORTFOLIO

The City Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XIII. TERM OF INVESTMENTS

Funds of the City will be invested in accordance with sound treasury management principles. It is the objective of this Policy to provide a system which will accurately monitor and forecast revenues and expenditures so that the City can invest funds to the fullest extent possible.

The maximum maturity of individual investments shall not exceed the limits set forth in under Authorized and Suitable Investments. No investment shall exceed a maturity of five years from the date of purchase unless the City Council has granted express authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment.

XIV. INVESTMENT RISK

(A) MARKET RISK

Market risk is the risk that the portfolio will decline in value (or will not optimize its value) due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City shall mitigate market risk by providing adequate liquidity for short-term cash needs, and by making some longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1) The maximum stated final maturity of individual securities in the portfolio shall be five years, unless otherwise stated in this policy;

2) The City shall maintain a minimum of three months of budgeted operating expenditures in cash, cash equivalents and short term investments; and

3) The duration of the portfolio will typically be approximately equal to the duration of a market index, selected by the City as its performance benchmark, which meets the City's needs for cash flow and level of risk tolerance plus or minus 20%.

(B) CREDIT RISK

In general, the City's portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions, such as credit risk. Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City shall mitigate credit risk by adopting the following strategies:

I) The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;

2) No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.

3) The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or return of the portfolio in response to market conditions or the City's risk preferences; and

4) If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:

   a) Any actions taken related to the downgrade by the investment manager will be communicated to the City in a timely manner.
   b) If a decision is made to retain the security, the credit situation will be monitored and reported back to the City.

XV. SAFEKEEPING AND CUSTODY

Investment securities are to be purchased when possible in book-entry form in the City's name. All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. All cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third party bank trust department, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the safekeeping institution listing all securities held in safekeeping with current market data and other information. The only exception to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable. Term and non-negotiable instruments, such as certificates of deposit, can be held by the Treasurer, or in safekeeping as the Treasurer deems appropriate.

XVI. PERFORMANCE BENCHMARK

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments. The Treasurer shall monitor and evaluate the portfolio's performance relative to market benchmark, which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a benchmark.

XVII. REPORT INFORMATION

The Treasurer shall prepare a report to the City Council not less than semi-annually which is available each year within 60 days following December 31st and June 30th. The semi-annual report shall be presented at a subsequent regularly scheduled City Council Meeting. The report shall be inclusive of a monthly listing of investment transactions. At a minimum the report shall include the following *(Revised 9-18-2012):*

a) Type of Investment
b) Issuer
c) Date of Maturity
d) Par and dollar amount invested
e) Current Market Value as of the date of the report
f) Source of the market value information

g) A list of investment transactions.
h) A statement of compliance with the investment policy
i) A statement as to the ability of the City to meet its expenditure requirements for the next six months

In addition, the City Treasurer will submit a monthly transaction report to the City Council.

XVIII. REVIEW OF INVESTMENT POLICY

This policy shall be subject to review by the City Council on an annual basis, by the second Council meeting in September. Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

GLOSSARY OF TERMS

ACCRUED INTEREST: Interest earned but not yet received.

AGENCIES: Federal agency securities and/or Government-sponsored enterprises. Examples of well-known agencies that issue bonds are Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"), Federal National Mortgage Association (FNMA or "Fannie Mae"), and the Federal Home Loan Bank.

AMORTIZATION: An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

ASKED: The price at which securities are offered.

ASSET BACKED SECURITIES: Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: One basis point is one hundredth of one percent (.01).

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID PRICE: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BOND: A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

BOOK ENTRY: The system maintained by the Federal Reserve, by which most money market securities are delivered to an investor's custodial bank. The Federal Reserve maintains a computerized record of the ownership of these securities and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment.)

BOOK VALUE: The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

BROKER: A broker brings buyers and sellers together for a commission.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CALL PRICE: The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

CALL RISK: The risk to a bondholder that a bond may be redeemed prior to maturity.

CERTIFICATE OF DEPOSIT (CD): A deposit insured up to $100,000 by the FDIC at a set rate for a specified period of time.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATION (CMO): Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER: An unsecured promissory note of industrial corporations, utilities and bank holding companies having assets in excess of $500 million and an "A" or higher rating for the issuer's debentures. Interest is discounted from par and calculated using the actual number of days on a 360-day year. The notes are in bearer form, mature from one to 270 days and generally start at $100,000. There is a secondary market for commercial paper and an investor may sell them prior to maturity. Unused lines of credit back commercial paper from major banks.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual financial report for the City. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). Supplemental information is also included including a detailed multi-year comparative statistics.

COST YIELD: The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CREDIT RISK: The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD: The interest paid on an investment expressed as a percentage of the current price of the security.

CUSTODY: A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, and to buy, sell, receive and deliver securities when ordered to do so by the account holder.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): Delivery versus payment is delivery of securities with an exchange of money for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFI CATI0N: Dividing investment funds among a variety of securities
offering independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $100,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD).

The corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

FED WIRE: A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC or Freddie Mac): A United States government sponsored corporation.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass- throughs" is often used to describe Ginnie Maes.

HAIRCUT: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

INTEREST RATE: The annual yield earned on an investment, expressed as a percentage.

LEVERAGE: Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY: Refers to the ability to easily and rapidly convert a security into cash.

LOCAL AGENCY INVESTMENT FUND (LAIF): The local Agency Investment Fund (LAIF) is a special fund in the California State Treasury created and governed pursuant to Government Code Sections 16429.1 *et seq.* There are limits on the maximum dollars deposited by a city as well as the number of transactions allowed each month.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in custody of the State Treasurer for investment and reinvestment.

MAKE WHOLE CALL: A type of call provision on a bond that allows the issuer to pay off the

remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN: The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK: The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold on a specific date.

MARKING TO MARKET: The process of posting current market values for securities in a portfolio.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM NOTES (MTNs): Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION: The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET: The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short- term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, and federal funds).

MORTGAGE PASS THROUGH SECURITIES: A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES: Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND: An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an

individually managed portfolio.

NATIONAL ASSOCIATION OF SECURITIES DEALERS (NASD): A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATIONS (NSROs); Credit rating agencies whose ratings are permitted to be used for regulatory purposes such as those imposed by the Securities and Exchange Commission.

NEGOTIABLE CERTIFICATE OF DEPOSIT: A large denomination certificate of deposit which can be sold in the open market prior to maturity.

NEW ISSUE: Term used when a security is originally "brought" to market.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PREMIUM: The amount by which the price paid for a security exceeds the security's par value.

PREPAYMENT SPEED: A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW: The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face value or par value of a debt instrument, or the amount of capital invested in a given security.

PRUDENT PERSON (PRUDENT INVESTOR) RULE: A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in

a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

PURCHASE DATE: The date in which a security is purchased for settlement on that or a later date.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REALIZED YIELD: The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER: A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this.

RULE 2a-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

SAFEKEEPING: See CUSTODY.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors m securities transactions by administering securities legislation.

SETTLEMENT DATE: The date on which a trade is cleared by delivery of securities against funds.

STRUCTURED NOTE: A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

TENNESSEE VALLEY AUTHORITY (TVA): The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River

valleys. TVA currently issues discount notes and bonds.

TIME CERTIFICATE OF DEPOSIT: A non-negotiable certificate of deposit which cannot be sold prior to maturity.

TOTAL RATE OF RETURN: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year and are sold on a discount basis.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of I to 10 years.

U.S. GOVERNMENT AGENCIES: Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

VOLATILITY: The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

WEIGHTED AVERAGE MATURITY (WAM): The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

YIELD TO MATURITY: The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

YIELD CURVE: The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.

ZERO-COUPON SECURITY: Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

STATEMENT OF INVESTMENT POLICY FOR THE CITY OF DUBLIN

I. INTRODUCTION

This Statement of Investment Policy is intended to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City's objectives of safety, liquidity and return through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable status governing the investment of public funds.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City of Dublin, as set forth in the State Government Code, sections 53600 et seq., excluding any bond- related proceeds or reserves, which are governed by their bond indentures. Cash held by the City shall be pooled in order to more effectively manage City cash resources. All pooled funds are accounted for in the City's Comprehensive Annual Financial Report and include:

Funds

General Fund

Special Revenue Funds

Capital Project Funds

Internal Service Funds

Enterprise Funds

Agency Funds

This original investment policy was adopted by the City of Dublin (the "City"), on August 21, 2007. This update to the Policy is effective on ~~September 6, 2022~~ August 15, 2023 and replaces any previous versions.

III. OBJECTIVES

The overall program shall be designed and managed with a degree of professionalism worthy of the public trust. The primary objectives, in order of priority, of the City's investment activities shall be:

1) *Safety:* Safety of principal is the foremost objective of the investment program. The City's investments shall be undertaken in a manner that seeks to safeguard the principal of the funds under its control by maintaining an appropriate risk level.
2) *Liquidity:* The City's investment portfolio will remain sufficiently liquid to enable the City to meet its reasonably anticipated cash flow requirements.

3) *Return: Return* should become a consideration only after the basic requirements of safety and liquidity have been met. The City seeks to attain market average rate of return on its investments throughout economic cycles, consistent with constraints imposed by its safety objectives and cash flow considerations.

4) *Diversification:* The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. This shall also conform with applicable sections of the Government Code.

IV. DELEGATION OF AUTHORITY

As authorized in Government Code Section 53607, the City Council delegates the authority to invest funds of the City to the City Treasurer and/or any duly appointed Deputy City Treasurer. The City Treasurer and any duly appointed Deputy City Treasurer shall make all investment decisions and transactions in strict accordance with State law and this investment policy. The ~~Administrative Services~~ Finance Director shall be designated as the City Treasurer and the City Manager and/or ~~Assistant Administrative Services~~ Assistant Finance Director shall be designated as the Deputy City Treasurer. This delegation shall be for a one-year period until the delegation of authority is revoked or expires. The City Council may renew the authority each year as part of an annual review of this policy.

The City Treasurer shall establish procedures for the operation of the investment program. The City Treasurer shall be also responsible for all transactions undertaken and establishing a system of controls to regulate the activities of subordinates.

The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City. Authorized individuals acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this investment policy. Such managers must be registered under the Investment Advisors Act of 1940.

V. PRUDENCE

Pursuant to California Government Code Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the prudent investor standard: "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall acts as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. Thus employees and officials involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program, or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer and the Deputy Treasurer shall file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

VII. INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Periodically as deemed appropriate by City Management and/or the City Council an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

To the extent practical the Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. It shall be the City's policy to purchase securities only from authorized institutions and firms. No deposit of public funds shall be made except in a qualified public depository as established by state laws.

Institutions eligible to transact investment business with the City include:

1. Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers
2. Nationally or state chartered banks
3. The Federal Reserve Bank
4. Direct issuers of securities eligible for purchase

The Treasurer shall maintain procedures for the establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes. These may include primary or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-l (uniform net capital rule). The City requires each firm that will be used for the purchase or sale of securities to be evaluated by the Treasurer prior to any investments. The firms shall submit current financial statements, and annual audited financial statements each year thereafter, which are to be evaluated by the Treasurer. At a minimum, the firm must be financially sound and have been in business a minimum of three years. In addition, the firms must provide: proof of National Association of Security Dealers membership, proof of state registration or exemption, and certificate of having read the City's investment policy.

If an investment adviser is retained by the City, then that adviser will be permitted to use their own list of approved broker/dealers and financial institutions for investment purposes.

IX. AUTHORIZED AND SUITABLE INVESTMENTS

The City's investments are governed by Government Code, Sections 53600 et seq. Within the investments permitted by the Government Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event an apparent discrepancy is found between this Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased. Any investment currently held at the time the Policy is adopted which does not meet the new Policy guidelines can be held until maturity, and shall be exempt from the current Policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current Policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

1. United States Treasury Issues. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. There is no limitation as to the percentage of the portfolio that may be invested in this category. The maximum maturity of these securities is ten years. The City Council authorized investments in United States Treasury Issues beyond five years on September 6, 2022.

2. Federal Agency Obligations. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government- sponsored enterprises. There is no limitation as to the percentage of the portfolio that may be invested in this category. However, the portfolio's exposure to any one federal agency issuer is limited to 35 percent of the overall portfolio. The limit of the overall portfolio's exposure to callable federal agency securities is 25 percent. The maximum maturity for agency securities is ten years. The City Council authorized investments in Federal Agency Obligations beyond five years on September 6, 2022.

3. Bankers' Acceptances. Bankers' acceptances, otherwise known as bills of exchange or time drafts, that are drawn on and accepted by a commercial bank. Bankers' acceptances must be secured by the irrevocable primary obligation of the accepting domestic bank. Purchasers are limited to issuers whose short-term debt is rated "A-1" or higher, or the equivalent, by a Nationally Recognized Statistical-Rating Organization (NRSRO). Bankers' acceptances cannot exceed a maturity of 180 days. A maximum of 40 percent of the portfolio may be invested in this category. The amount invested in bankers' acceptances with any one financial institution in combination with any other debt from that financial institution shall not exceed 20 percent of the portfolio.

4. Commercial Paper. Commercial paper of "prime" quality rated "A-1" or higher, or the equivalent, by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (A) or paragraph (B):

   (A) The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars ($500,000,000). (iii) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization.

   (B) The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over

collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.

Eligible commercial paper shall have a maximum maturity of 270 days or less and not represent more than 10 percent of the outstanding paper of an issuing corporation. A maximum of 25 percent of the portfolio may be invested in this category. Under a provision of the California Government Code sunsetting on January 1, 2026, no more than 40 percent of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than $100,000,000. The amount invested in commercial paper of any one issuer in combination with any other debt from that issuer shall not exceed 20 percent of the portfolio.

5. Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCDs) issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases are limited to institutions which have long-term debt rated "A" or better and/or have short-term debt rated at least "A-1" or higher, or the equivalent by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category. The amount invested in NCDs with any one financial institution in combination with any other debt from that financial institution shall not exceed 20 percent of the portfolio. The maximum maturity of these securities is five years.

6. Time Certificates of Deposit. Time Certificates of Deposit (TCDs) placed with commercial banks and savings and loans. The purchase of TCDs from out-of-state banks or savings and loans is prohibited. The amount on deposit shall not exceed the shareholder's equity in the financial institution. To be eligible for purchase, the financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities in its most recent evaluation, as provided Government Code Section 53635.2. TCDs are required to be collateralized as specified under Government Code Section 53630 et. seq. The Treasurer, at his discretion, may waive the collateralization requirements for any portion that is covered by federal (FDIC) insurance. The City shall have a signed agreement with the depository per Government Code Section 53649. The maximum maturity of these securities may not exceed one (1) year in maturity. A maximum of 10 percent of the portfolio may be invested in this category.

7. Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that,

a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
   1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
   2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.
   3. No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
   1. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
   2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.
   3. No more than 20% of the total portfolio may be invested in Money Market Mutual Funds.

c. No more than 20% of the total portfolio may be invested in these securities.
   .

8. State of California Local Agency Investment Fund (LAIF). The City may invest up to the maximum as permitted by LAIF. For due diligence, the Treasurer shall maintain on file a copy of LAIF's current Answer Book.

9. California Asset Management Program (CAMP). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (n), inclusive of Government Code Section 53601. For due diligence, the Treasurer shall maintain on file a copy of CAMP's current Information Statement.

10. Medium Term Notes. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases are limited to securities rated "A" or higher, or the equivalent, by a NRSRO. A maximum of 30 percent of the City's portfolio may

be invested in this category and a maximum of 5 percent with any one issuer. The maximum maturity of these securities is five years.

11. Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations, from issuers not defined in the Federal Agency Obligations Subdivision. The City may purchase such securities provided that they are rated "AA" or higher, or the equivalent, by a NRSRO. Purchase of securities authorized by this subdivision may not exceed 20 percent of the portfolio, and a maximum of 5 percent per issue. The maximum maturity of these securities is five years.

12. Municipal Securities. Obligations of the State of California, any of the other 49 states, or any local agency within the state of California, may be purchased by the City provided that long-term obligations are rated "A" or higher, or the equivalent, by at least one NRSRO. There are no limits on the dollar amount or percentage that the city may invest in municipal securities; however, investments in these securities are limited to a maximum of 5 percent with any single issuer. The maximum maturity of these securities is ten years. The City Council authorized investments in Municipal Securities beyond five years on September 6, 2022.

13. Supranationals provided that issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated in a rating category of “AA” or its equivalent by a NRSRO. No more than 30% of the portfolio may be invested in these securities, and no more than 10% of the portfolio may be invested in any single issuer. The maximum maturity does not exceed five (5) years.

X. AUTHORIZED INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in securities permitted by this Policy. Notwithstanding the provisions of Policy, the percentage or dollar portfolio limitations listed in elsewhere in this Policy do not apply to bond proceeds. In addition to the securities listed in Section IX above, bond proceeds may be invested in structured investment products if approved by the Treasurer.

XI. PROHIBITED INVESTMENT PRACTICES AND INSTRUMENTS

The City shall not make investments for the purpose of trading or speculation as the dominate criterion such as anticipation of appreciation of capital value through changes in market rates. Securities are purchased with the intent to hold to maturity.

Any investment in a security not specifically listed as an Authorized and Suitable Investment above, but otherwise permitted by the Government Code, is prohibited without the prior approval of the City Council. Section 53601.6 of the Government Code specifically disallows investments in invoice floaters, range notes, or interest-only strips that are derived from a pool of mortgages. Under a provision of the California Government Code sunsetting on January 1, 2026, securities backed by the United States Government that could result in a zero or negative interest accrual if held to maturity are permitted.

XII. REVIEW OF INVESTMENT PORTFOLIO

The City Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XIII. TERM OF INVESTMENTS

Funds of the City will be invested in accordance with sound treasury management principles. It is the objective of this Policy to provide a system which will accurately monitor and forecast revenues and expenditures so that the City can invest funds to the fullest extent possible.

The maximum maturity of individual investments shall not exceed the limits set forth in under Authorized and Suitable Investments. No investment shall exceed a maturity of five years from the date of purchase unless the City Council has granted express authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment.

XIV. INVESTMENT RISK

(A) MARKET RISK

Market risk is the risk that the portfolio will decline in value (or will not optimize its value) due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City shall mitigate market risk by providing adequate liquidity for short-term cash needs, and by making some longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1) The maximum stated final maturity of individual securities in the portfolio shall be five years, unless otherwise stated in this policy;

2) The City shall maintain a minimum of three months of budgeted operating expenditures in cash, cash equivalents and short term investments; and

3) The duration of the portfolio will typically be approximately equal to the duration of a market index, selected by the City as its performance benchmark, which meets the City's needs for cash flow and level of risk tolerance plus or minus 20%.

(B) CREDIT RISK

In general, the City's portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions, such as credit risk. Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City shall mitigate credit risk by adopting the following strategies:

I) The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;

2) No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.

3) The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or return of the portfolio in response to market conditions or the City's risk preferences; and

4) If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:

   a) Any actions taken related to the downgrade by the investment manager will be communicated to the City in a timely manner.
   b) If a decision is made to retain the security, the credit situation will be monitored and reported back to the City.

XV. SAFEKEEPING AND CUSTODY

Investment securities are to be purchased when possible in book-entry form in the City's name. All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. All cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third party bank trust department, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the safekeeping institution listing all securities held in safekeeping with current market data and other information. The only exception to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable. Term and non-negotiable instruments, such as certificates of deposit, can be held by the Treasurer, or in safekeeping as the Treasurer deems appropriate.

XVI. PERFORMANCE BENCHMARK

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments. The Treasurer shall monitor and evaluate the portfolio's performance relative to market benchmark, which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a benchmark.

XVII. REPORT INFORMATION

The Treasurer shall prepare a report to the City Council not less than semi-annually which is available each year within 60 days following December 31st and June 30th. The semi-annual report shall be presented at a subsequent regularly scheduled City Council Meeting. The report shall be inclusive of a monthly listing of investment transactions. At a minimum the report shall include the following *(Revised 9-18-2012):*

a) Type of Investment
b) Issuer
c) Date of Maturity
d) Par and dollar amount invested
e) Current Market Value as of the date of the report
f) Source of the market value information

g) A list of investment transactions.
h) A statement of compliance with the investment policy
i) A statement as to the ability of the City to meet its expenditure requirements for the next six months

In addition, the City Treasurer will submit a monthly transaction report to the City Council.

XVIII. REVIEW OF INVESTMENT POLICY

This policy shall be subject to review by the City Council on an annual basis, by the second Council meeting in September. Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

GLOSSARY OF TERMS

ACCRUED INTEREST: Interest earned but not yet received.

AGENCIES: Federal agency securities and/or Government-sponsored enterprises. Examples of well-known agencies that issue bonds are Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"), Federal National Mortgage Association (FNMA or "Fannie Mae"), and the Federal Home Loan Bank.

AMORTIZATION: An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

ASKED: The price at which securities are offered.

ASSET BACKED SECURITIES: Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: One basis point is one hundredth of one percent (.01).

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID PRICE: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BOND: A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

BOOK ENTRY: The system maintained by the Federal Reserve, by which most money market securities are delivered to an investor's custodial bank. The Federal Reserve maintains a computerized record of the ownership of these securities and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment.)

BOOK VALUE: The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

BROKER: A broker brings buyers and sellers together for a commission.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CALL PRICE: The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

CALL RISK: The risk to a bondholder that a bond may be redeemed prior to maturity.

CERTIFICATE OF DEPOSIT (CD): A deposit insured up to $100,000 by the FDIC at a set rate for a specified period of time.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATION (CMO): Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER: An unsecured promissory note of industrial corporations, utilities and bank holding companies having assets in excess of $500 million and an "A" or higher rating for the issuer's debentures. Interest is discounted from par and calculated using the actual number of days on a 360-day year. The notes are in bearer form, mature from one to 270 days and generally start at $100,000. There is a secondary market for commercial paper and an investor may sell them prior to maturity. Unused lines of credit back commercial paper from major banks.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual financial report for the City. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). Supplemental information is also included including a detailed multi-year comparative statistics.

COST YIELD: The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CREDIT RISK: The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD: The interest paid on an investment expressed as a percentage of the current price of the security.

CUSTODY: A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, and to buy, sell, receive and deliver securities when ordered to do so by the account holder.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): Delivery versus payment is delivery of securities with an exchange of money for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFICATI0N: Dividing investment funds among a variety of securities
offering independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $100,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD).

The corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

FED WIRE: A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC or Freddie Mac): A United States government sponsored corporation.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass- throughs" is often used to describe Ginnie Maes.

HAIRCUT: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

INTEREST RATE: The annual yield earned on an investment, expressed as a percentage.

LEVERAGE: Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY: Refers to the ability to easily and rapidly convert a security into cash.

LOCAL AGENCY INVESTMENT FUND (LAIF): The local Agency Investment Fund (LAIF) is a special fund in the California State Treasury created and governed pursuant to Government Code Sections 16429.1 *et seq.* There are limits on the maximum dollars deposited by a city as well as the number of transactions allowed each month.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in custody of the State Treasurer for investment and reinvestment.

MAKE WHOLE CALL: A type of call provision on a bond that allows the issuer to pay off the

remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN: The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK: The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold on a specific date.

MARKING TO MARKET: The process of posting current market values for securities in a portfolio.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM NOTES (MTNs): Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION: The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET: The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short- term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, and federal funds).

MORTGAGE PASS THROUGH SECURITIES: A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES: Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND: An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an

individually managed portfolio.

NATIONAL ASSOCIATION OF SECURITIES DEALERS (NASD): A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATIONS (NSROs); Credit rating agencies whose ratings are permitted to be used for regulatory purposes such as those imposed by the Securities and Exchange Commission.

NEGOTIABLE CERTIFICATE OF DEPOSIT: A large denomination certificate of deposit which can be sold in the open market prior to maturity.

NEW ISSUE: Term used when a security is originally "brought" to market.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PREMIUM: The amount by which the price paid for a security exceeds the security's par value.

PREPAYMENT SPEED: A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW: The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face value or par value of a debt instrument, or the amount of capital invested in a given security.

PRUDENT PERSON (PRUDENT INVESTOR) RULE: A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in

a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

PURCHASE DATE: The date in which a security is purchased for settlement on that or a later date.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REALIZED YIELD: The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER: A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this.

RULE 2a-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

SAFEKEEPING: See CUSTODY.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors m securities transactions by administering securities legislation.

SETTLEMENT DATE: The date on which a trade is cleared by delivery of securities against funds.

STRUCTURED NOTE: A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

TENNESSEE VALLEY AUTHORITY (TVA): The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River

valleys. TVA currently issues discount notes and bonds.

TIME CERTIFICATE OF DEPOSIT: A non-negotiable certificate of deposit which cannot be sold prior to maturity.

TOTAL RATE OF RETURN: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year and are sold on a discount basis.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of I to 10 years.

U.S. GOVERNMENT AGENCIES: Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

VOLATILITY: The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

WEIGHTED AVERAGE MATURITY (WAM): The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

YIELD TO MATURITY: The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

YIELD CURVE: The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.

ZERO-COUPON SECURITY: Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

Agenda Item 4.12

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: City Treasurer's Informational Report of Investments for the Quarter Ending June 30, 2023
Prepared by: Chris Rhoades, Financial Analyst

EXECUTIVE SUMMARY:

The City Council will receive an informational report of the City's investments through the quarter ending June 30, 2023 including a monthly transaction ledger. The City's investment portfolio for this period totaled $401,109,378 (market value) with an average market yield of 4.92%. As required by the Policy, the City Treasurer (Finance Director) affirms that the City is able to meet its expenditure requirements for the next six months.

STAFF RECOMMENDATION:

Receive the City Treasurer's Informational Report of Investments for the Quarter Ending June 30, 2023.

FINANCIAL IMPACT:

There is no financial impact resulting from this report. Investments are made in accordance with the City Investment Policy and State Law. Interest earned is apportioned between funds (i.e., General Fund, Gas Tax Fund, etc.) based upon their proportionate share of the total cash balance. Based on the financial needs of the City including the timing of revenues and expenditures, the quarterly cash balance can vary from quarter to quarter.

DESCRIPTION:

The total investment portfolio (market value) consists of $280,145,373 managed by Chandler Asset Management (Chandler), and $120,964,005 invested by the City in local government pools, the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). The average market yield of the Chandler portfolio and the local pools was 4.98% and 4.78%, respectively.

The total investment portfolio balance fluctuates throughout the year due to normal cash flow needs and includes both discretionary and restricted funds.

Economic Update Highlights

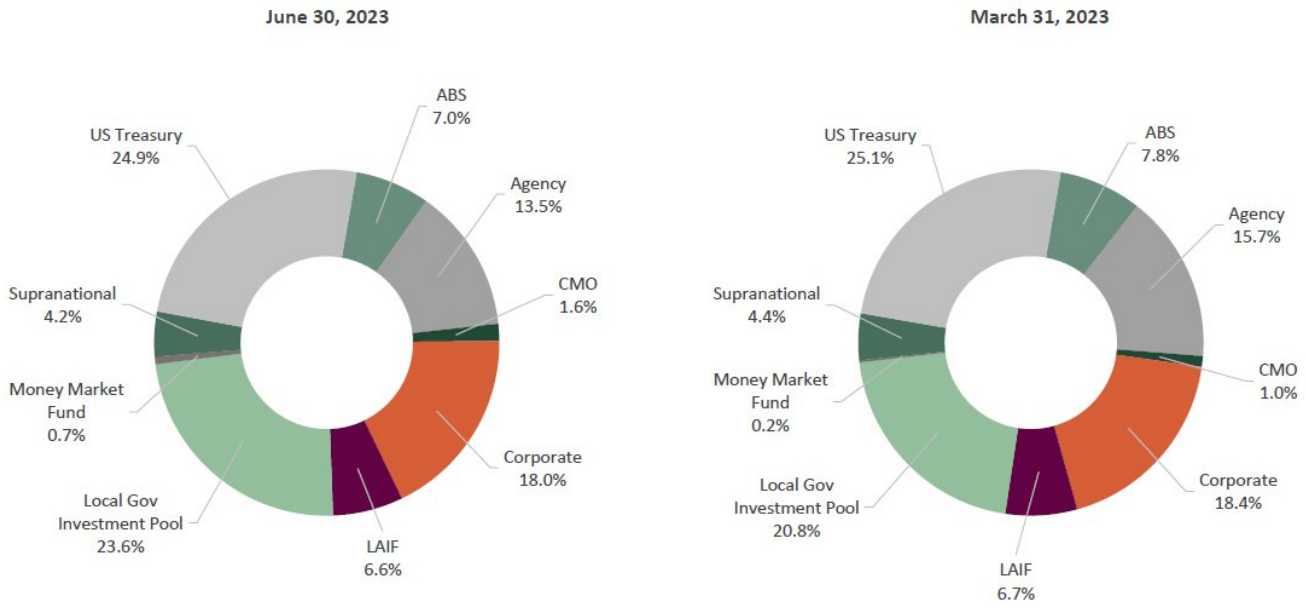
The following are some highlights from the Economic Update included in the Investment Report prepared by Chandler (Attachment 1).

Recent economic data continues to suggest positive but below trend growth this year. Although the pace of job growth is moderating, labor markets remain solid, and the U.S. consumer has demonstrated resiliency. Inflationary trends are subsiding, but core levels remain well above the Fed's target. Given the cumulative effects of restrictive monetary policy and tighter financial conditions, Chandler believes the economy will gradually soften and the Fed will remain data dependent as they tread cautiously going forward.

City of Dublin Portfolio

The City's aggregate portfolio has maintained a healthy balance of investment types with minimal change from the prior quarter as shown below in Chart 1, except for CAMP due to additional funds having been deposited from the receipt of property taxes.

Chart 1: Investments by Type
June 30, 2023 and March 31, 2023



The market value of the City's portfolio increased by $13,072,212 from the March 31, 2023 quarter. The quarterly change results from the normal fluctuations in the timing of incoming revenue, predominantly the receipt of property tax allocations and sales tax revenue, expenditures on capital projects, and payments to Alameda County for Police and Fire Services. The City's portfolio increased by $22.8 million from the same quarter the prior year (see Table 1 below). Overall market yield-to-maturity has increased to 4.92%, (shown in Table 2) due to the factors discussed in the Economic Update Highlights. For detailed monthly transactions, see

Attachment 2.

Table 1: Portfolio Values and Yield to Maturity

Holdings	June 30, 2022 Market Value	March 31, 2023 Market Value	June 30, 2023 Par Value	Book Value	Market Value	% of Subtotal	% of Total Portfolio	Book Yield	Market Yield
Managed by City									
LAIF	50,464,181	25,917,596	26,092,229	26,092,229	26,092,229	21.6%	6.3%	3.26%	3.26%
CAMP	89,240,308	80,625,562	94,675,879	94,675,879	94,675,879	78.4%	22.9%	5.20%	5.20%
SUBTOTAL	139,704,489	106,543,157	120,768,108	120,768,108	120,768,108	100.00%	29.22%	4.78%	4.78%
Accrued Interest	86,800	166,760			195,897				
	139,791,289	106,709,917			120,964,005				
Managed by Chandler									
ABS	26,693,153	30,171,153	28,895,839	28,893,798	28,186,820	10.1%	7.0%	2.41%	5.79%
Agency	56,641,842	60,517,635	56,095,000	56,292,043	53,795,750	19.3%	13.6%	2.12%	5.06%
CMO	3,966,300	3,874,342	6,815,000	6,882,986	6,570,900	2.4%	1.6%	2.64%	4.92%
Commercial paper		-	-	-	-	0.0%	0.0%	0.00%	0.00%
Money Market	3,039,481	760,481	2,641,554	2,641,554	2,641,554	0.9%	0.6%	4.70%	4.70%
Negotiable CD	2,486,275	-	-	-	-	0.0%	0.0%	0.00%	0.00%
Supranational	19,403,787	16,860,396	18,240,000	18,220,629	16,711,738	6.0%	4.4%	0.67%	4.91%
Corporate	62,892,216	71,092,672	75,325,000	75,308,479	71,551,741	25.7%	18.2%	2.56%	5.24%
US Treasury	62,468,441	96,639,811	104,500,000	104,163,006	99,278,149	35.6%	25.3%	2.60%	4.54%
SUBTOTAL	237,591,496	279,916,489	292,512,392	292,402,494	278,736,651	100.00%	70.78%	2.38%	4.98%
Accrued Interest	926,068	1,410,760			1,408,723				
	238,517,564	281,327,249			280,145,373				
TOTAL PORTFOLIO	378,308,853	388,037,166	413,280,500	413,170,602	401,109,378		100.00%		4.92%
			Change from Prior Year		22,800,525				
			Change from Prior Quarter		13,072,212				

Table 2: Quarterly Holdings (Market Value) by Type, and YTM, 5 Quarters

Holdings (Market Value)	6/30/22	9/30/22	12/31/22	3/31/23	6/30/23
LAIF/CAMP	139,704,489	129,243,283	81,925,950	106,543,157	120,768,108
ABS	26,693,153	27,760,436	31,285,896	30,171,153	28,186,820
Agency	56,641,842	53,062,995	58,714,486	60,517,635	53,795,750
CMO	3,966,300	3,839,610	3,843,615	3,874,342	6,570,900
Commercial Paper	-	-	4,982,197	-	-
Money Market	3,039,481	286,323	4,923,898	760,481	2,641,554
Negotiable CD	2,486,275	2,497,243	-	-	-
Supranational	19,403,787	16,428,894	16,569,068	16,860,396	16,711,738
Corporate	62,892,216	63,373,439	65,378,464	71,092,672	71,551,741
US Treasury	62,468,441	65,877,816	89,783,810	96,639,811	99,278,149
Accrued Interest	*1,012,868*	*1,069,574*	*1,402,667*	*1,577,520*	*1,604,620*
TOTAL	378,308,853	363,439,614	358,810,052	388,037,166	401,109,378
YIELD TO MATURITY	2.48%	3.66%	4.39%	4.39%	4.92%

Funds Managed by the City

The City participates in two local agency investment pools managed by government finance professionals and treasurers: the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). The following table shows recent quarterly yields in those portfolios.

Table 3: Quarterly Portfolio Yields, Recent 8 Quarters

Market Yield	LAIF	CAMP	Chandler
9/30/21	0.21%	0.05%	0.56%
12/31/21	0.22%	0.05%	0.91%
3/31/22	0.42%	0.07%	2.38%
6/30/22	0.94%	1.40%	3.20%
9/30/22	1.60%	2.61%	4.47%
12/31/22	2.23%	4.50%	4.57%
3/31/23	2.88%	4.92%	4.37%
6/30/23	3.26%	5.20%	4.98%

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) City of Dublin Investment Report for Period Ending June 30, 2023
2) Transaction Ledger – April through June 2023

INVESTMENT REPORT

CHANDLER ASSET MANAGEMENT

City of Dublin

Period Ending June 30, 2023

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com

Table of Contents

As of June 30, 2023

SECTION 1	**Economic Update**
SECTION 2	**Account Profile**
SECTION 3	**Consolidated Information**
SECTION 4	**Portfolio Holdings**
SECTION 5	**Transactions**

Section 1 | Economic Update

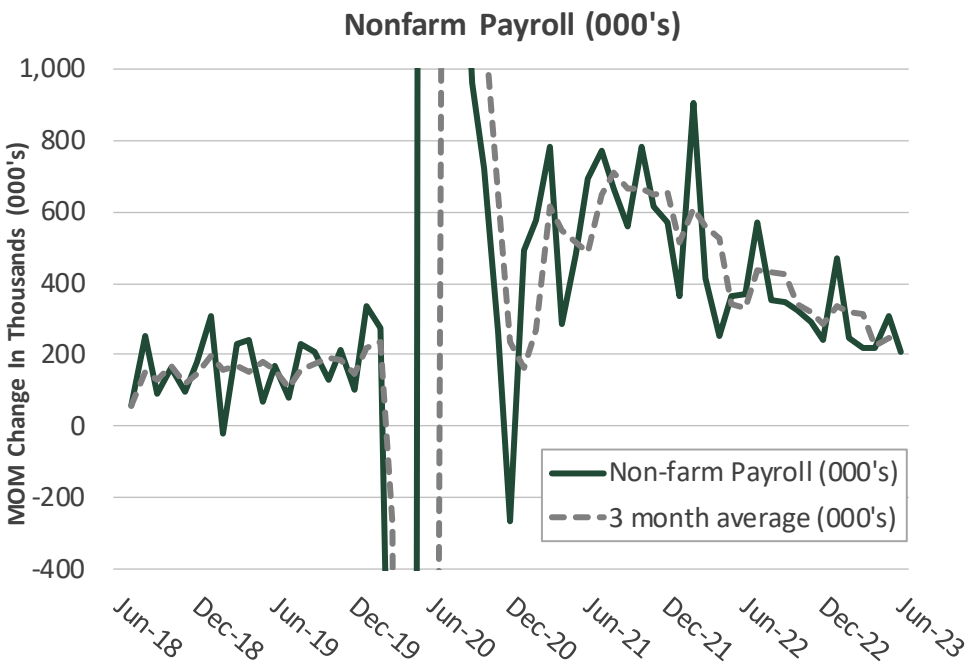
Economic Update

- Recent economic data continues to suggest positive but below trend growth this year. Although the pace of job growth is moderating, labor markets remain solid, and the U.S. consumer has demonstrated resiliency. Inflationary trends are subsiding, but core levels remain well above the Fed's target. Given the cumulative effects of restrictive monetary policy and tighter financial conditions, we believe the economy will gradually soften and the Fed will remain data dependent as they tread cautiously going forward.

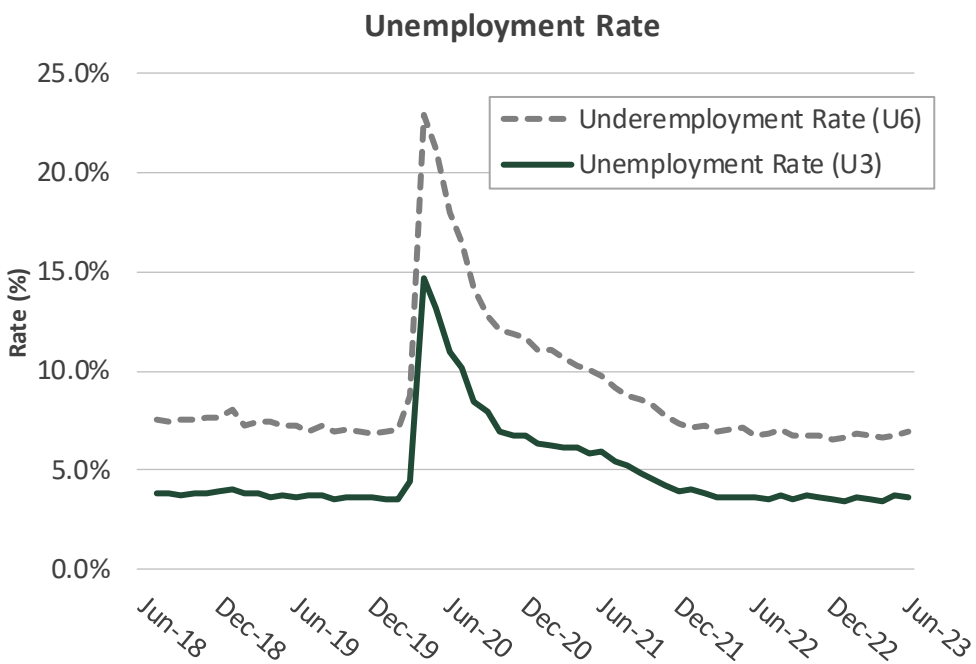
- At the June meeting, the Federal Open Market Committee paused in their rate hiking campaign after ten straight rate increases and left the target Federal Funds rate in the current range of 5.00 - 5.25%. Market participants viewed the FOMC's decision as a 'hawkish' pause, expecting further tightening in the future, primarily based on the updated release of the FOMC's Summary of Economic Projections (SEP) forecast which reflected a stronger economic outlook and higher rates compared to the March forecast. We believe the resiliency of future economic data will determine if the Federal Reserve can stay on hold for a period of time or will be forced to tighten policy further to bring inflation back down towards their 2% policy objective.

- The yield curve remained inverted in June. The 2-year Treasury yield surged 50 basis points to 4.90%, the 5-year Treasury yield rose 40 basis points to 4.16%, and the 10-year Treasury yield increased 19 basis points to 3.84%. The inversion between the 2-year Treasury yield and 10-year Treasury yield widened to -106 basis points at June month-end versus -76 basis points at May month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was +6 basis points. The inversion between 3-month and 10-year Treasuries narrowed to -146 basis points in June from -176 basis points in May. The shape of the yield curve indicates that the probability of recession is increasing.

Employment



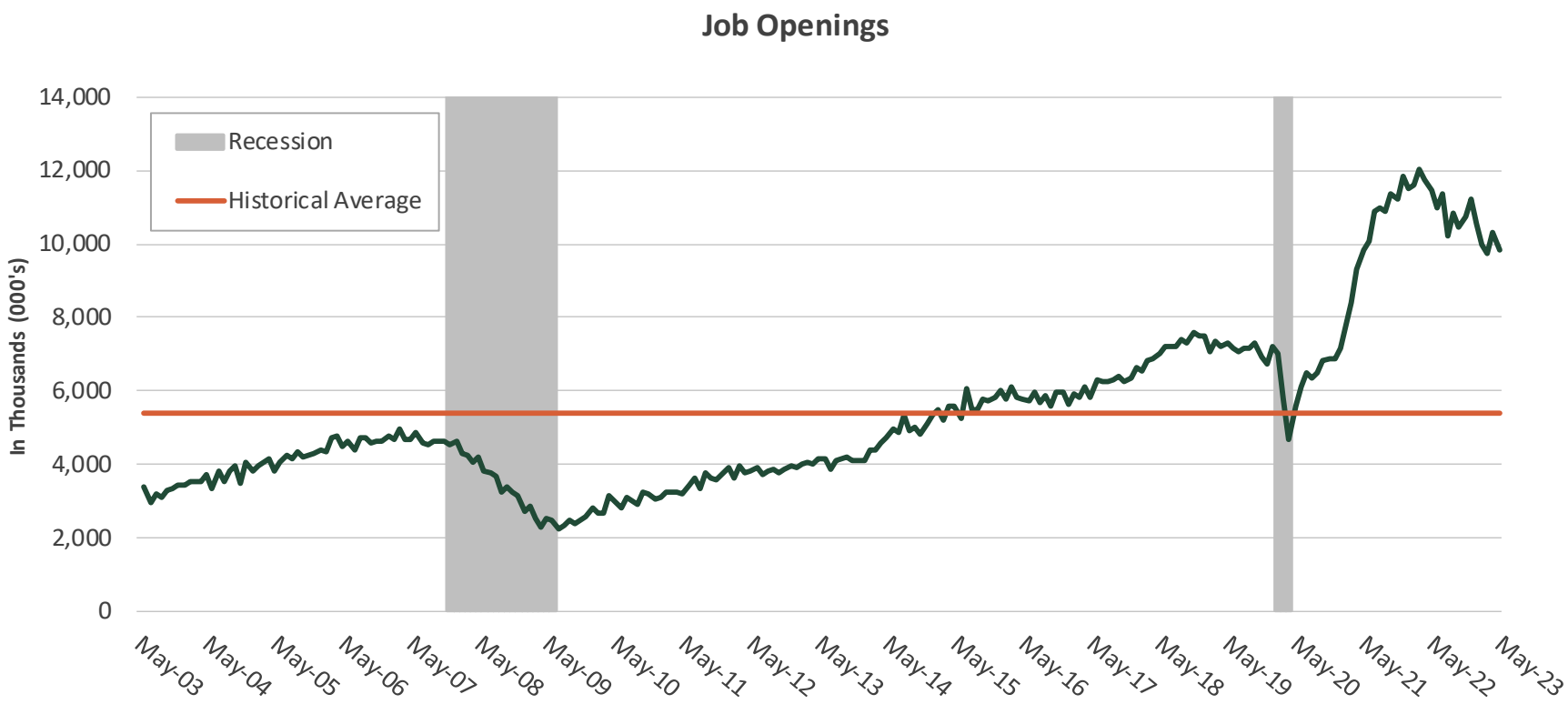
Source: US Department of Labor



Source: US Department of Labor

The U.S. economy added 209,000 jobs in June, falling short of consensus expectations, and the last two months were revised downward by 110,000 jobs. Although decelerating, the pace of job growth remains healthy with the three-month moving average payrolls at 244,000 and the six-month moving average at 278,000. The unemployment rate declined to 3.6% in June from 3.7% in May, while the labor force participation rate remained at 62.6%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons, increased to 6.9% from the prior month at 6.7%. Average hourly earnings remained at 4.4% year-over-year in June, unchanged from an upwardly revised 4.4% increase in May. While the longer-term trend of hiring is slowing, levels remain consistent with a solid labor market.

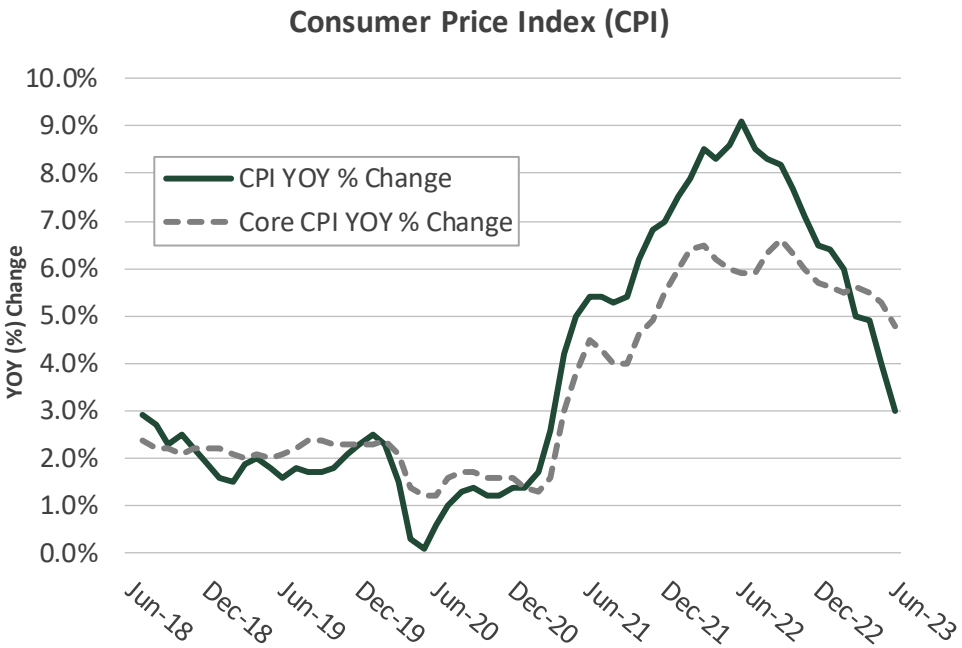
Job Openings & Labor Turnover Survey



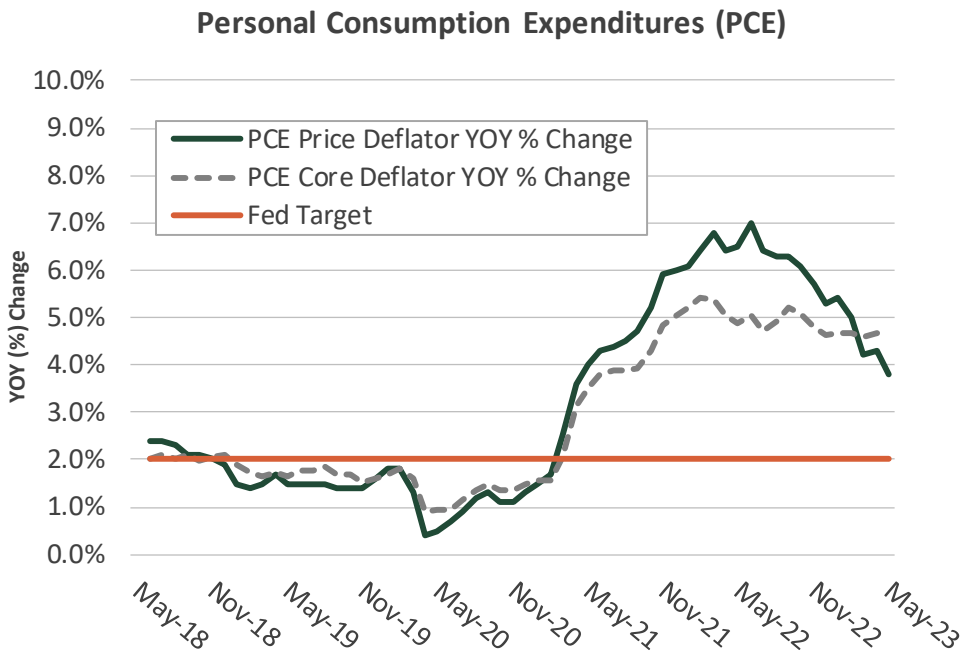
Source: US Department of Labor

The number of job openings declined to 9.824 million in May after an upward revision to 10.320 million in April. The drop was widespread but particularly steep in healthcare and social assistance. Hiring increased over the month, along with both separations and quits. The level of job openings indicates strong resilience in labor demand.

Inflation



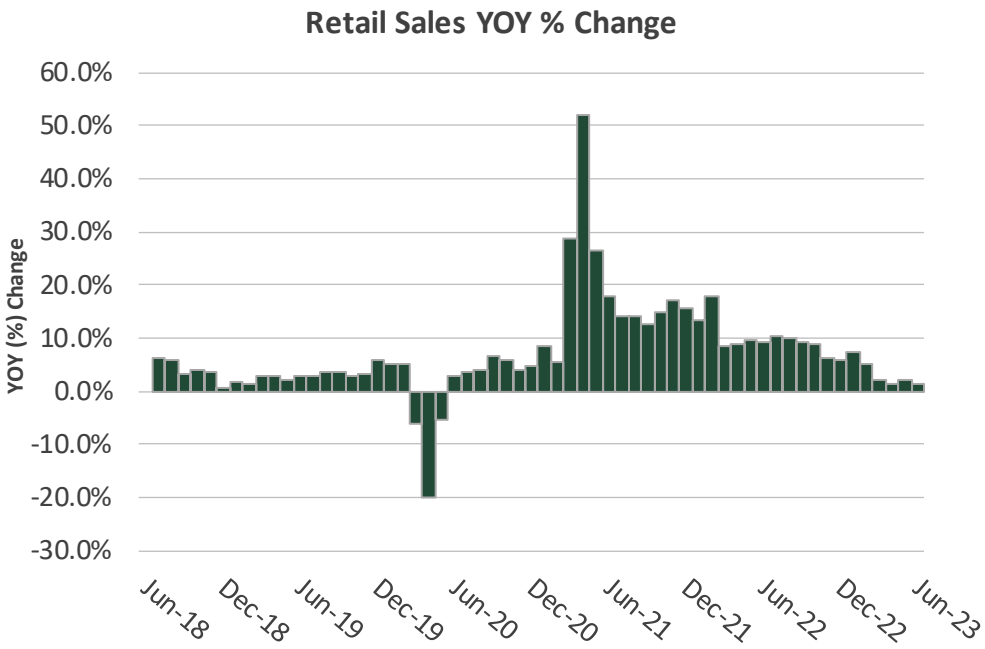
Source: US Department of Labor



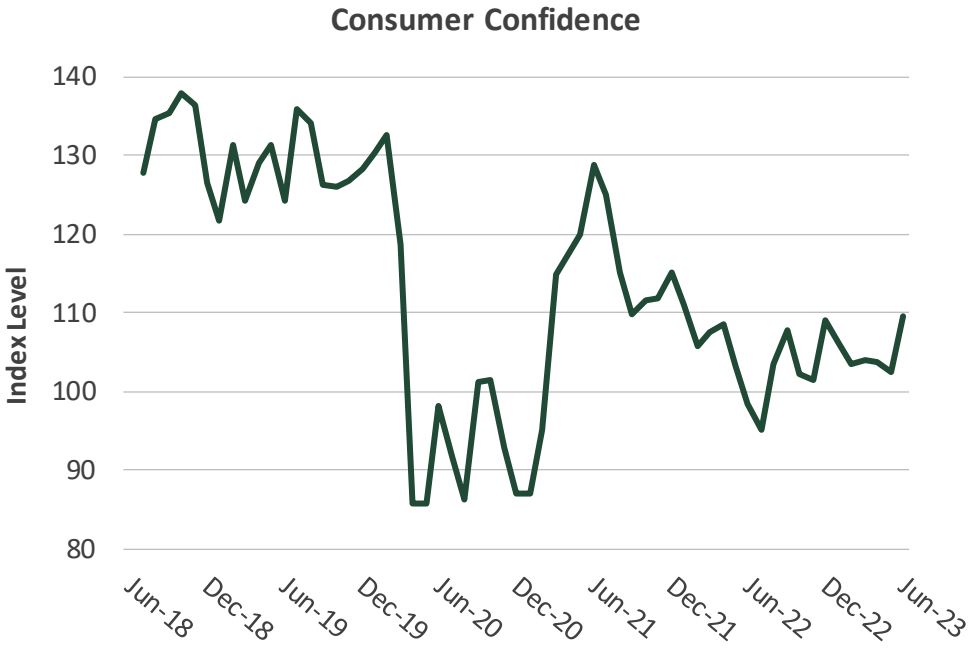
Source: US Department of Commerce

The Consumer Price Index (CPI) increased in June by 0.2% month-over-month and 3.0% year-over-year, down from 4.0% in May. The Core CPI, which excludes volatile food and energy components, was up 0.2% month-over-month and 4.8% year-over-year, decelerating modestly from 5.3% in May. The Personal Consumption Expenditures (PCE) index rose 3.8% year-over-year in May, down from a 4.3% gain in April. Core PCE, the Federal Reserve's preferred inflation gauge, increased 4.6% year-over-year in May, down slightly from a 4.7% increase in April. Core inflation remains stubbornly elevated above the Fed's 2% target, with service-sector inflation and strong wage growth as headwinds.

Consumer



Source: US Department of Commerce

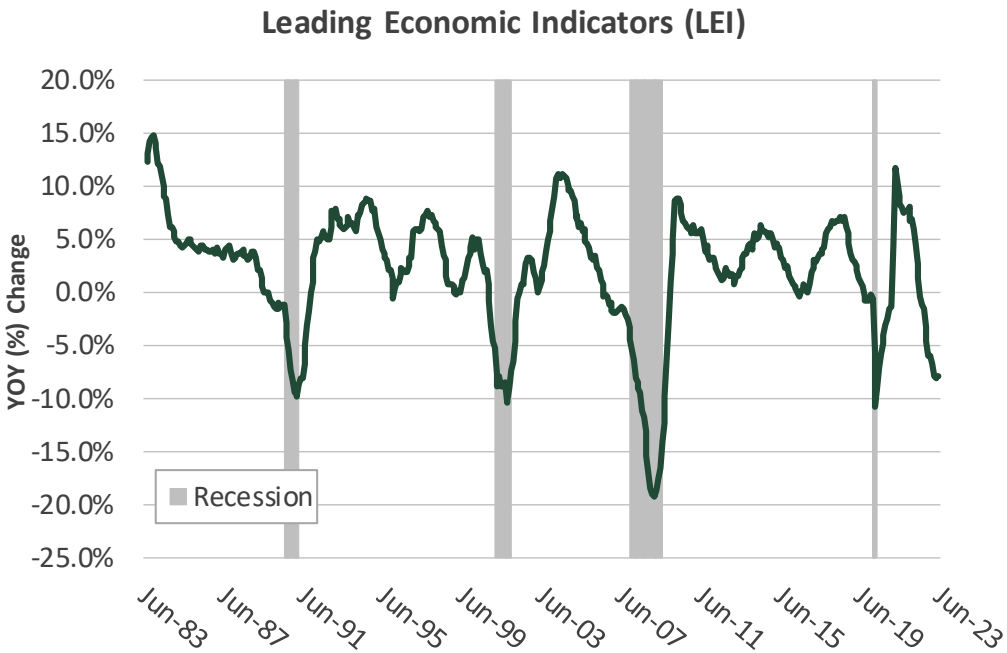


Source: The Conference Board

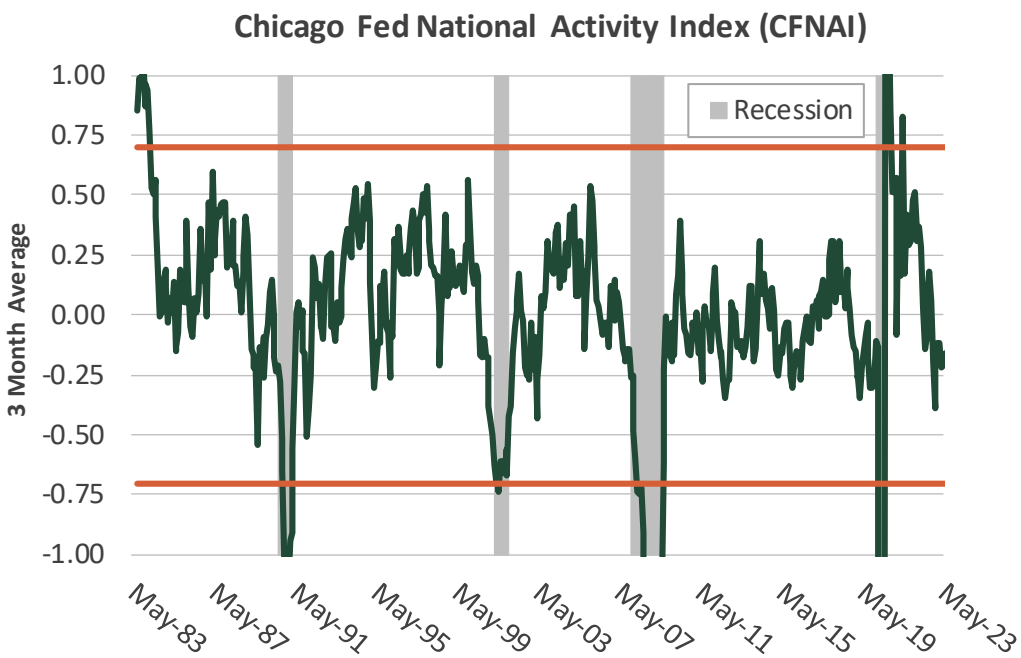
Advance Retail Sales rose 0.2% month-over-month in June, modestly below expectations. On a year-over-year basis, retail sales growth moderated to a 1.5% year-over-year gain in June versus an upwardly revised 2.0% increase in May. The Conference Board's Consumer Confidence Index surged to a better than expected 109.7 in June from 102.5 in May. Both current conditions and future expectations gained strength.

686

Leading Indicators of Economic Activity



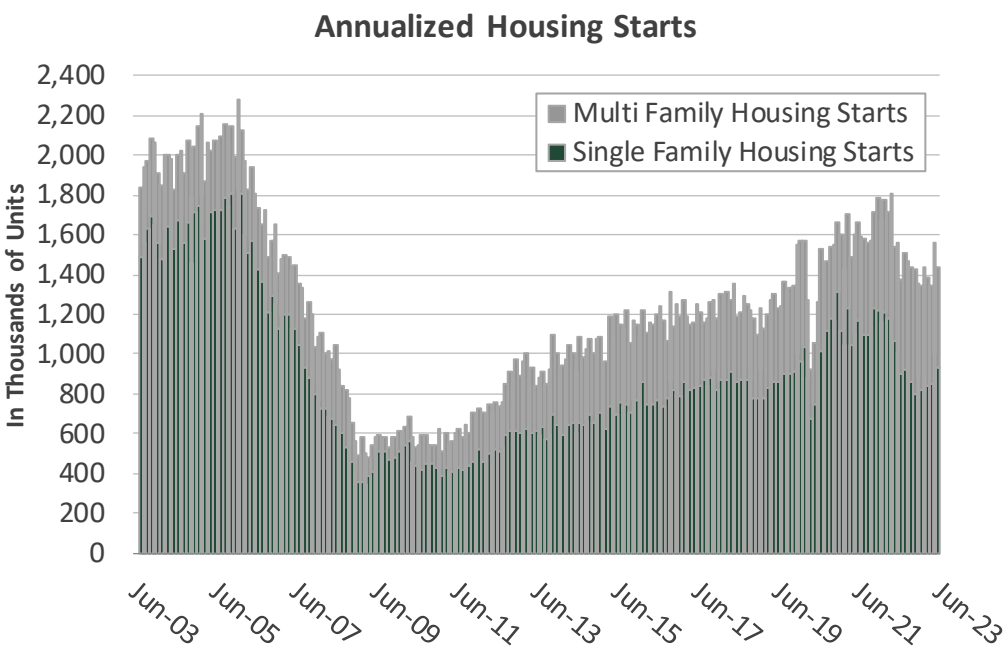
Source: The Conference Board



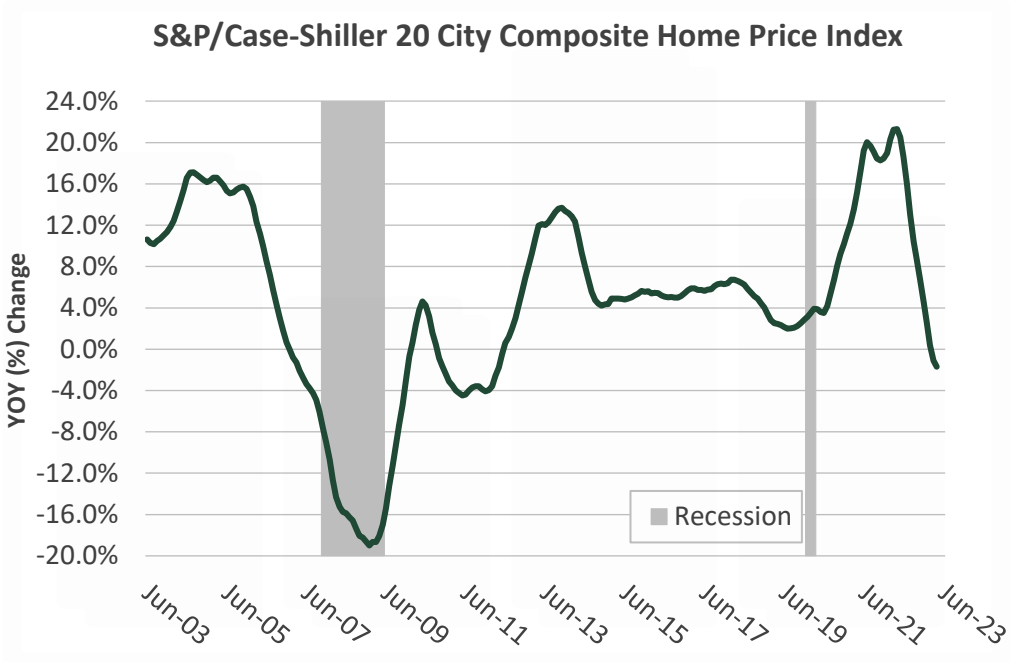
Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) remained in negative territory for the fifteenth consecutive month at -0.7% and was down 7.8% year-over-year in June. The consistent decline month-over-month continues to signal future contraction in the economy. The Chicago Fed National Activity Index (CFNAI) fell to -0.32 in June from a revised -0.28 in May. On a 3-month moving average basis, the CFNAI remained negative at -0.16 in June, indicating a rate of growth below the historical average trend.

Housing



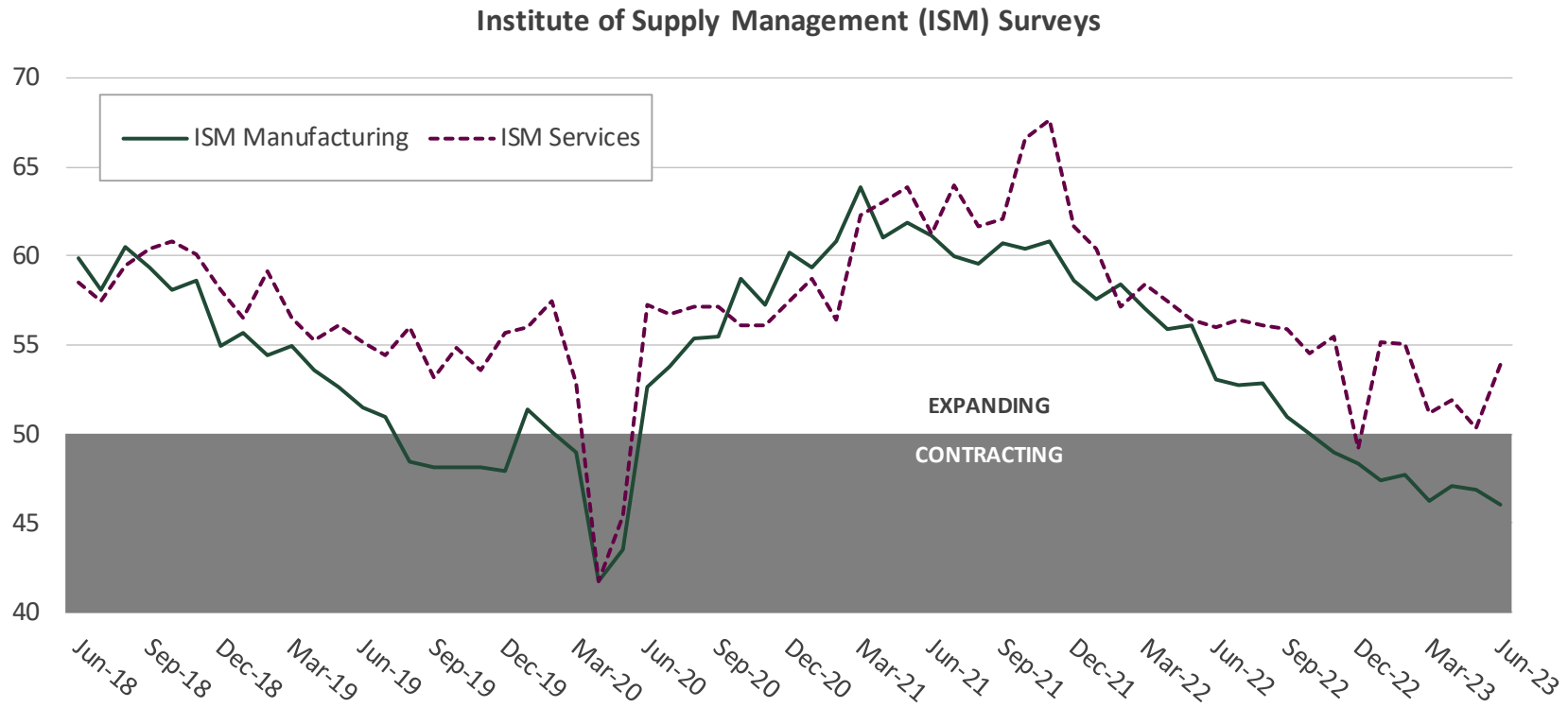
Source: US Department of Commerce



Source: S&P

Total housing starts fell 8.0% month-over-month in June to 1,434,000 units from a downwardly revised 1,559,000 untis in May and were down 8.1% compared to June 2022. Both single-family and multi-family construction declined. The 30-year fixed rate mortgage stabilized at an average of approximately 6.7% at June month-end according to Freddie Mac. According to the Case-Shiller 20-City Home Price Index, housing prices dropped 1.7% in April after falling 1.1% in March, clearly displaying the impact of higher mortgage rates year-over-year, which have reduced demand for homebuying as affordability has declined. The Southeast remains the strongest region, while the West continues to be the weakest.

Survey Based Measures



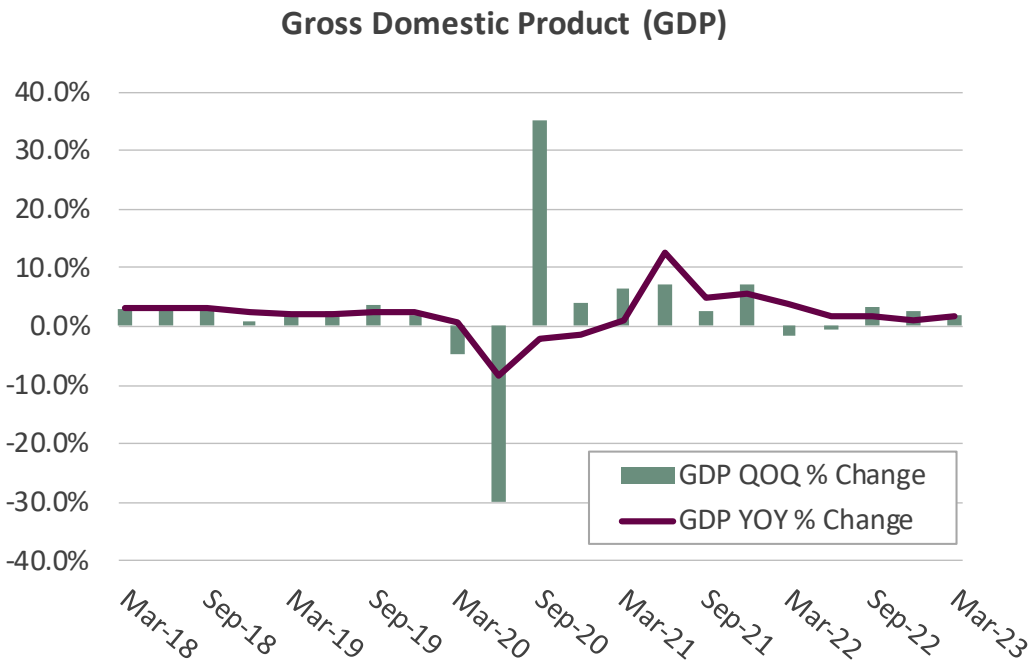
Source: Institute for Supply Management

The Institute for Supply Management (ISM) manufacturing index fell to 46.0 in June from 46.9 in May. This is the eighth consecutive month of readings below 50.0, which is indicative of contraction in the manufacturing sector. The Institute for Supply Management (ISM) services index rose to 53.90 in June from 50.30 in May, as new orders increased, employment rebounded, and inflation moderated. The June data reflects continued strength in the services sector.

Gross Domestic Product (GDP)

Components of GDP	6/22	9/22	12/22	3/23
Personal Consumption Expenditures	1.4%	1.5%	0.7%	2.8%
Gross Private Domestic Investment	-2.8%	-1.8%	0.8%	-2.2%
Net Exports and Imports	1.2%	2.9%	0.4%	0.6%
Federal Government Expenditures	-0.2%	0.2%	0.4%	0.4%
State and Local (Consumption and Gross Investment)	-0.1%	0.4%	0.3%	0.5%
Total	**-0.6%**	**3.3%**	**2.6%**	**2.0%**

Source: US Department of Commerce

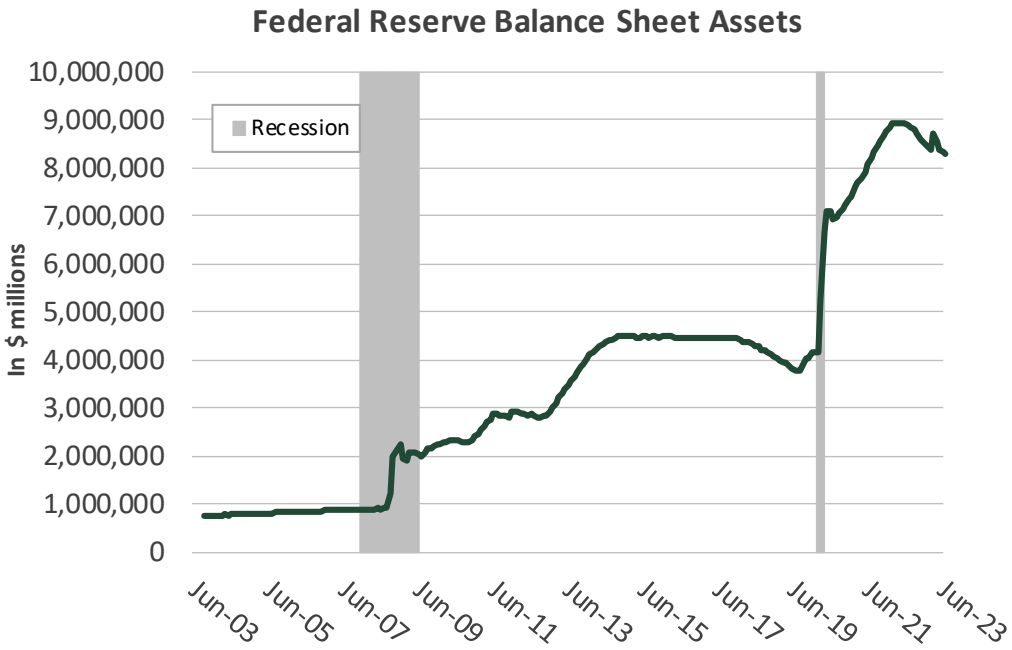


Source: US Department of Commerce

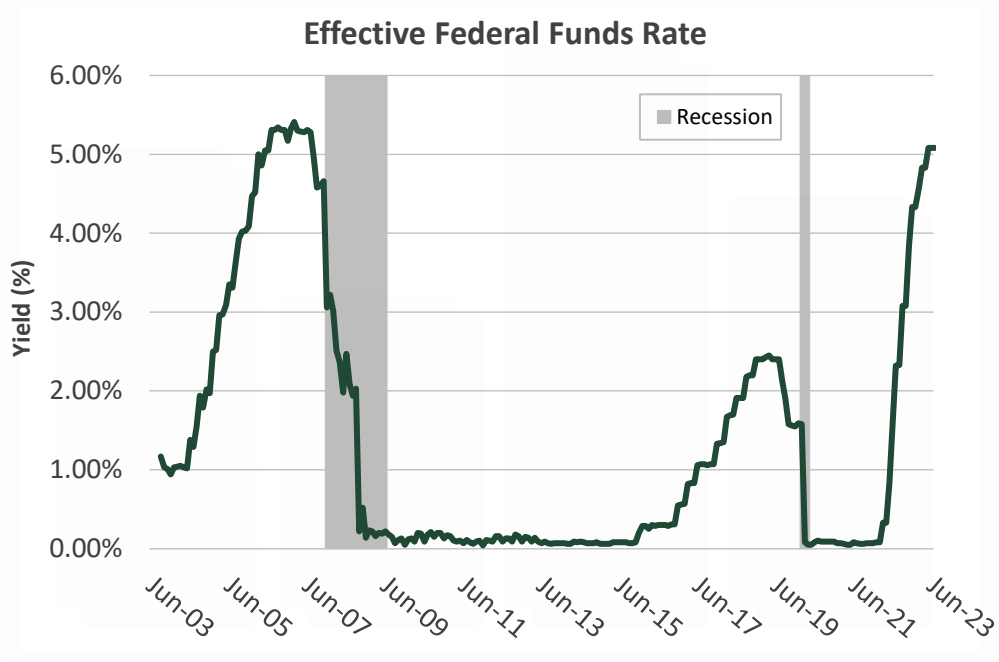
According to the third estimate, first quarter 2023 GDP growth was revised up to 2.0% from 1.3%. Stronger personal consumption expenditures were the primary driver of the upward revision. The consensus estimate calls for 1.3% growth for the second quarter and for the full year 2023.

690

Federal Reserve



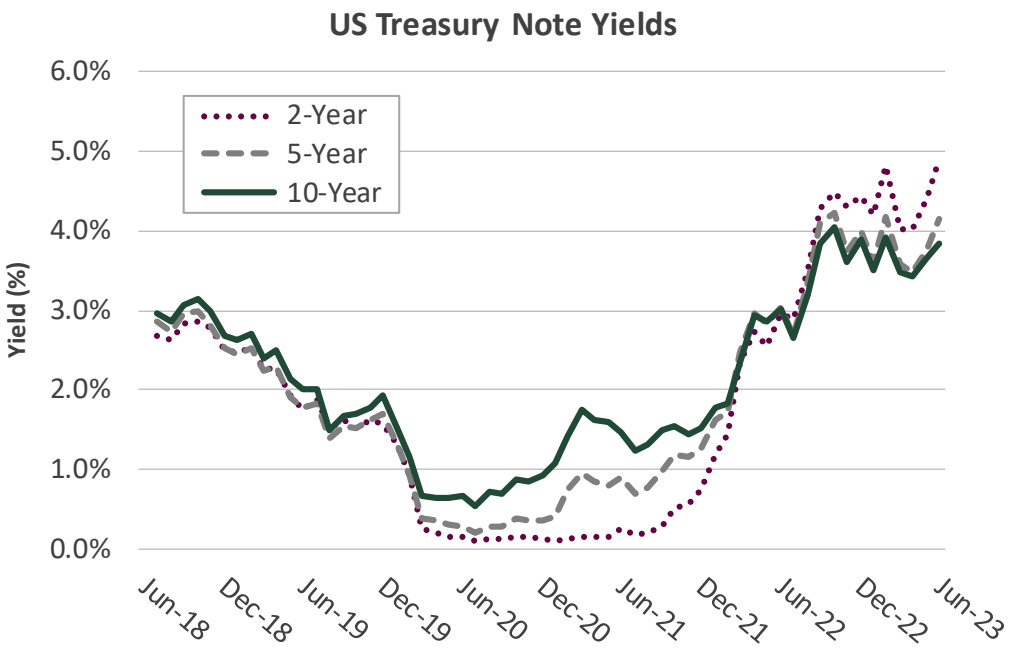
Source: Federal Reserve



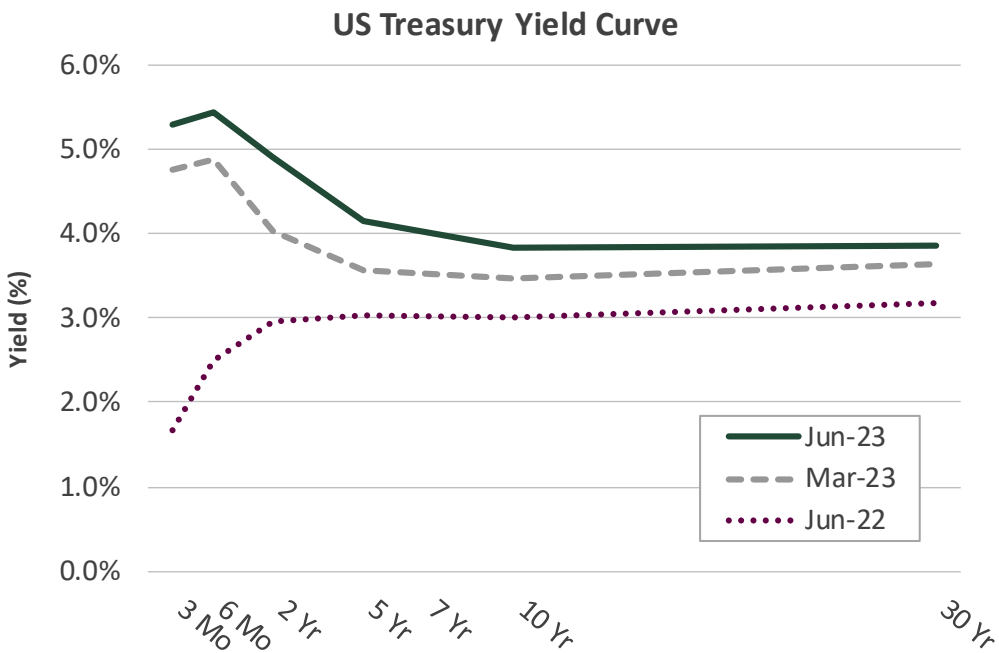
Source: Bloomberg

At the June meeting, the Federal Open Market Committee paused in their rate hiking campaign after ten straight rate increases and left the target Federal Funds rate in the current range of 5.00 - 5.25%. Market participants viewed the FOMC's decision as a 'hawkish' pause, expecting further tightening in the future, primarily based on the updated release of the FOMC's Summary of Economic Projections (SEP) forecast. The SEP is forecasting higher GDP, a lower unemployment rate, and higher PCE inflation compared to the March 2023 forecast. The median forecast for the Fed Funds rate was also increased to 5.6% in June, compared to the prior forecast of 5.1% in March, suggesting another 50 basis points of tightening in 2023. We believe the resiliency of future economic data will determine if the Federal Reserve can stay on hold for a period of time or will be forced to tighten policy further to bring inflation back down towards their 2% policy objective.

Bond Yields

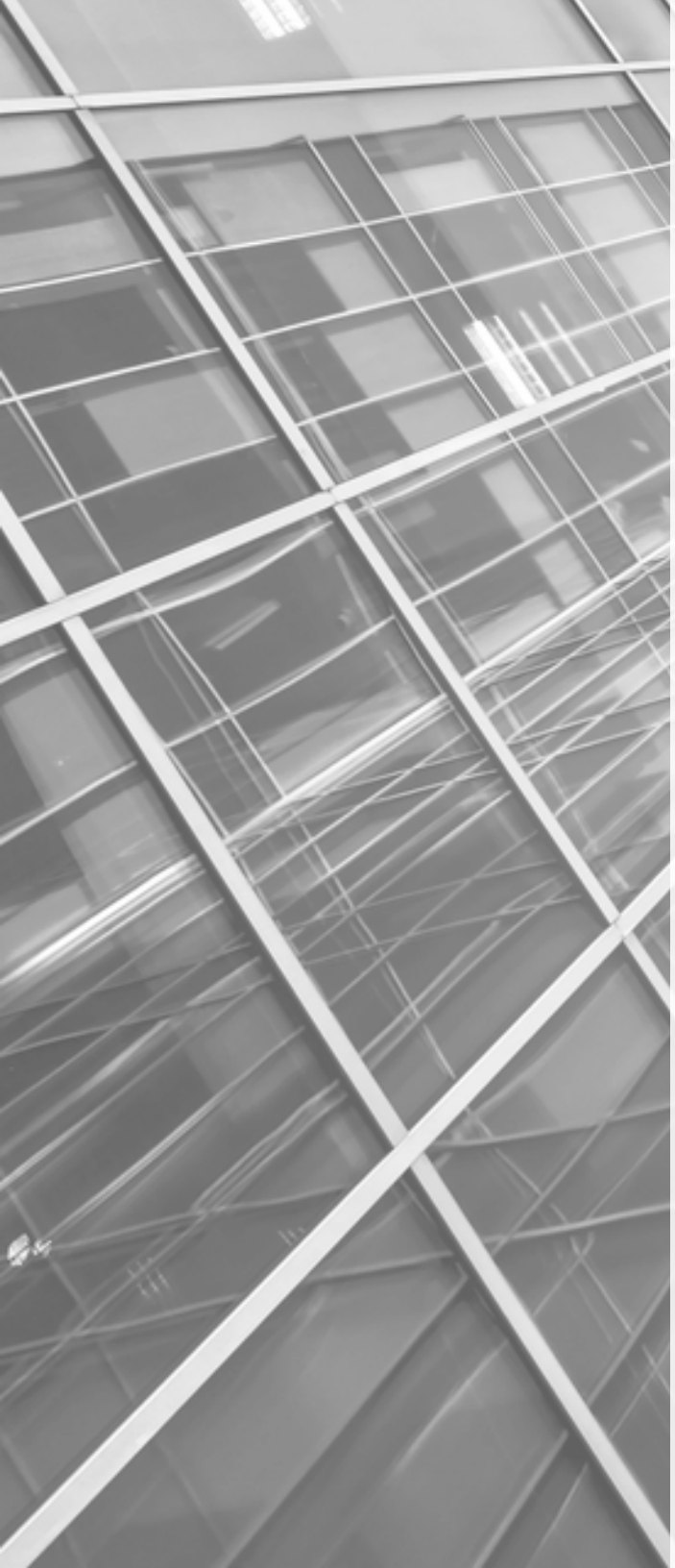


Source: Bloomberg



Source: Bloomberg

At the end of June, the 2-year Treasury yield was 194 basis points higher, and the 10-Year Treasury yield was about 82 basis points higher, year-over-year. The inversion between the 2-year Treasury yield and 10-year Treasury yield widened to -106 basis points at June month-end versus -76 basis points at May month-end. The average historical spread (since 2003) is about +130 basis points. The inversion between 3-month and 10-year Treasuries narrowed to -146 basis points in June from -176 basis points in May. The shape of the yield curve indicates that the probability of recession is increasing.



Section 2 | Account Profile

693

Objectives

As of June 30, 2023

Investment Objectives

The investment objectives of the City of Dublin are first, to provide safety of principal; second, to provide adequate liquidity to meet all requirements which might be reasonably anticipated; third, to attain a market average rate of return on its investments throughout economic cycles; and fourth, to be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

Chandler Asset Management Performance Objective

The performance objective of the City of Dublin is to earn a return that equals or exceeds the return on of the ICE BofA 1-5 Year Treasury and Agency Index.

Strategy

In order to achieve this objective, the portfolio invests in high quality fixed income instruments consistent with the City's investment policy and California Government Code.

Compliance

As of June 30, 2023

City of Dublin

Assets managed by Chandler Asset Management are in full compliance with state law and with the City's investment policy.

Category	Standard	Comment
U.S. Treasury Issues	No limitations; Full faith and credit of the U.S. are pledged for payment of principal and interest.	*Complies*
Federal Agencies	35% max per agency issuer; 25% max callables for agency securities; Federal Agencies or U.S. Government Sponsored Enterprises (GSE), participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or U.S. GSEs.	*Complies*
Municipal Securities	"A" rated or higher by a NRSRO; 5% max per issuer; Obligations of the State of California, any of the other 49 states, or any local agency within the state of California;	*Complies*
Supranational Securities	"AA" rating category or better by a Nationally Recognized Statistical Rating Organization ("NRSRO"); 30% maximum; 10% max per issuer; U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development ("IBRD"), the International Finance Corporation ("IFC") or the Inter-American Development Bank ("IADB")	*Complies*
Asset-Backed Securities/Mortgage-Backed Securities/ Collateralized Mortgage Obligations	"AA" rated or higher by a NRSRO; 20% maximum (combined); 5% max per issuer	*Complies*
Corporate Medium Term Notes	"A" rated or higher by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	*Complies*
Negotiable Certificates of Deposit	"A" long-term debt rated and/or "A-1" short-term rated or higher by a NRSRO; 30% maximum; 5% max per issuer; 20% max amount invested in NCDs with any one financial institution in combination with any other debt from that financial institution; Issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a state-licensed branch of a foreign bank.	*Complies*
Time Deposits/ Certificates of Deposit	10% maximum; Collateralized/FDIC Insured; 1 year max maturity	*Complies*
Commercial Paper	"A-1" rated or higher by a NRSRO; 25% maximum; 5% max per issuer; 10% max of the outstanding commercial paper of an issuing corporation; 20% max amount invested in CP of any one issuer in combination with any other debt from that issuer; 270 days max maturity; Issuer of the commercial paper shall meet all conditions in either A) (1) Organized and operating in the U.S. as a general corp, (2) Has AUM > $500 million, (3) "A" rated issuer debt (if any) or higher by a NRSRO; or B) (1) Organized in the U.S. as a special purpose corp, trust, LLC, (2) Has program wide credit enhancements including, but not limited to, over collateralization, LOC, or surety bond, (3) "A-1" rated or higher by a NRSRO	*Complies*
Banker's Acceptances	"A-1" short-term rated or higher by a NRSRO; 40% maximum; 5% max per issuer; 20% max amount invested in BA with any one financial institution in combination with any other debt from that financial institution; 180 days max maturity	*Complies*
Money Market Mutual Funds and Mutual Funds	Highest rating or "AAA" rated by two NRSROs; SEC registered adviser with AUM >$500 million and experience > 5 years; 20% maximum in Mutual Funds and Money Market Mutual Funds; 20% max in Money Market Mutual Fund; 10% max per one Mutual Fund	*Complies*
Local Agency Investment Fund (LAIF)	Maximum permitted by LAIF; Not used by investment adviser	*Complies*
California Asset Management Program (CAMP)	Issued by joint powers authority organized pursuant to California Government Code; Not used by investment adviser	*Complies*
Prohibited Securities	Inverse floaters; Ranges notes, Mortgage-derived, Interest-only strips; Any investment in a security not specifically listed as an Authorized and Suitable Investment in the policy.	*Complies*
Max Per Issuer	5% max per issuer, except US Government, its Agencies and instrumentalities (including agency backed-mortgage pools), Supranational securities, or Money Market Mutual Funds	*Complies*
Maximum Maturity	5 years, unless otherwise stated in the policy	*Complies*

Portfolio Characteristics

As of June 30, 2023

City of Dublin

	06/30/23		03/31/23
	Benchmark*	Portfolio	Portfolio
Average Maturity (yrs)	2.64	2.73	2.67
Average Modified Duration	2.49	2.34	2.29
Average Purchase Yield	n/a	2.38%	2.21%
Average Market Yield	4.74%	4.98%	4.37%
Average Quality**	AAA	AA/Aa1	AA/Aa1
Total Market Value		280,145,373	281,327,249

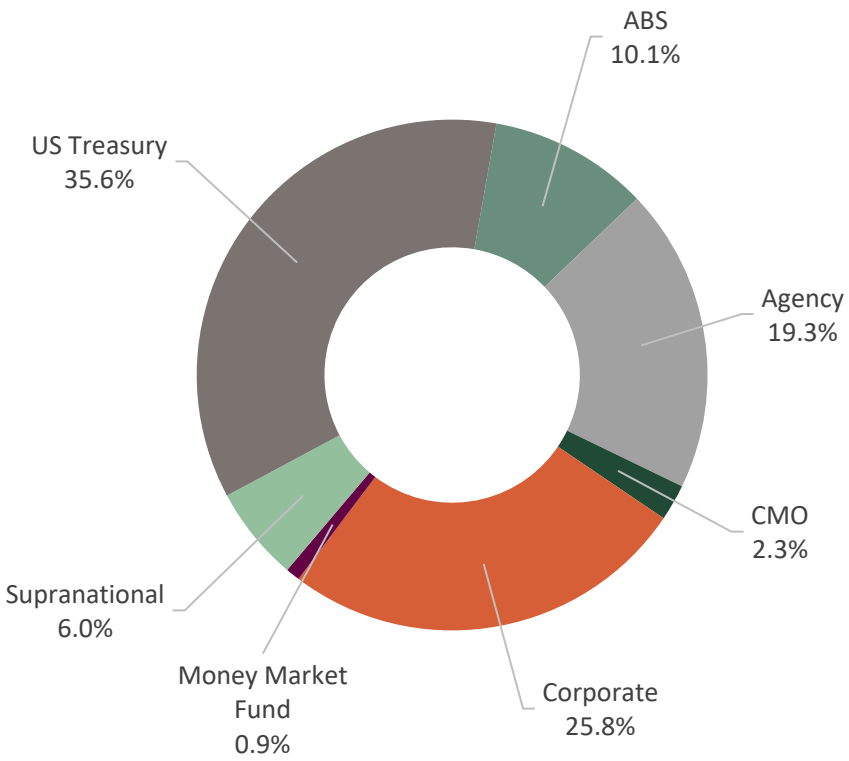
**ICE BofA 1-5 Yr US Treasury & Agency Index*
***Benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.*

Sector Distribution

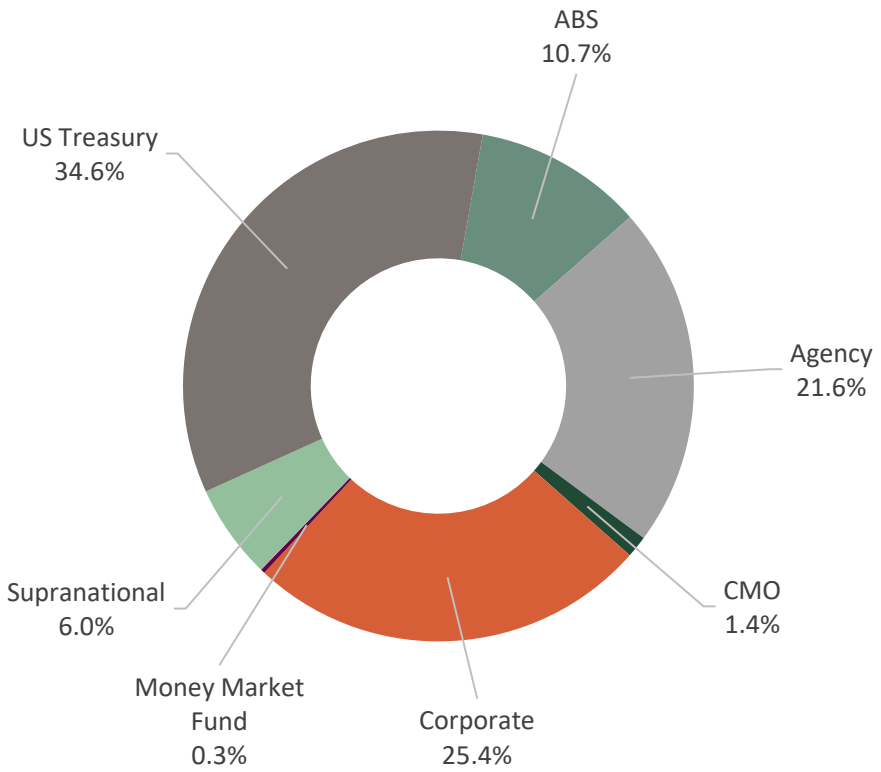
As of June 30, 2023

City of Dublin

June 30, 2023



March 31, 2023



Issuers

As of June 30, 2023

City of Dublin – Account #10198

Issue Name	Investment Type	% Portfolio
Government of United States	US Treasury	35.60%
Federal National Mortgage Association	Agency	6.38%
Federal Home Loan Bank	Agency	6.31%
Inter-American Dev Bank	Supranational	3.28%
Federal Home Loan Mortgage Corp	Agency	2.85%
Federal Farm Credit Bank	Agency	2.81%
Intl Bank Recon and Development	Supranational	2.69%
Federal Home Loan Mortgage Corp	CMO	2.35%
John Deere ABS	ABS	1.65%
Amazon.com Inc	Corporate	1.59%
Bank of America Corp	Corporate	1.45%
Deere & Company	Corporate	1.42%
Toronto Dominion Holdings	Corporate	1.41%
JP Morgan Chase & Co	Corporate	1.40%
Toyota Motor Corp	Corporate	1.33%
Hyundai Auto Receivables	ABS	1.27%
Merck & Company	Corporate	1.23%
Honda Motor Corporation	Corporate	1.21%
Royal Bank of Canada	Corporate	1.21%
United Health Group Inc	Corporate	1.20%
Qualcomm Inc	Corporate	1.04%
Morgan Stanley	Corporate	1.03%
Metlife Inc	Corporate	1.00%
Mercedes-Benz	ABS	0.99%
Toyota Lease Owner Trust	ABS	0.96%
GM Financial Automobile Leasing Trust	ABS	0.95%
First American Govt Oblig Fund	Money Market Fund	0.94%
Tennessee Valley Authority	Agency	0.94%
US Bancorp	Corporate	0.89%
Caterpillar Inc	Corporate	0.88%
Northwestern Mutual Glbl	Corporate	0.88%
Chubb Corporation	Corporate	0.87%
GM Financial Securitized Term Auto Trust	ABS	0.86%
Honeywell Corp	Corporate	0.83%
Honda ABS	ABS	0.80%
Bank of Montreal Chicago	Corporate	0.79%
Berkshire Hathaway	Corporate	0.77%
American Express ABS	ABS	0.76%

Issuers

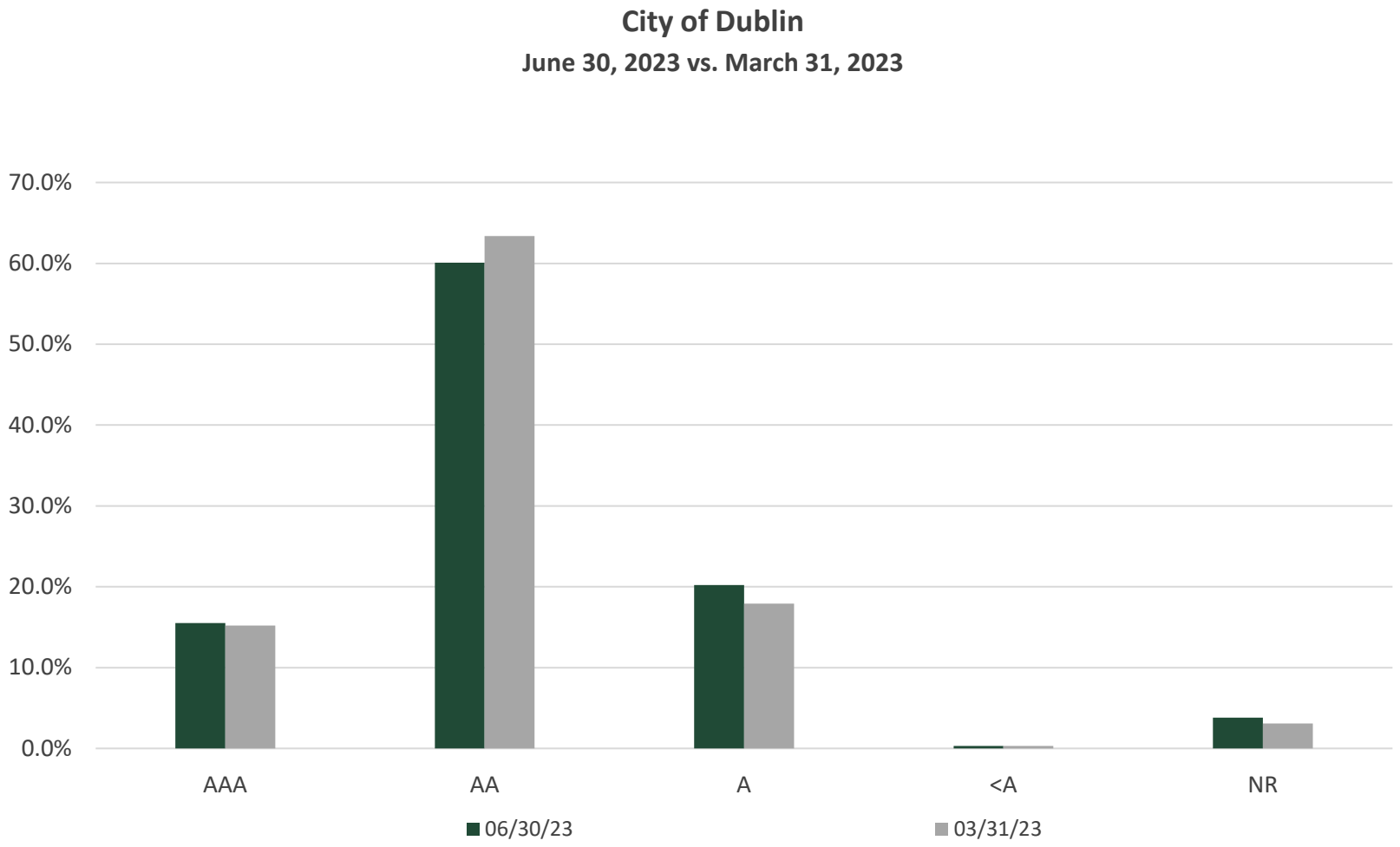
As of June 30, 2023

City of Dublin – Account #10198

Issue Name	Investment Type	% Portfolio
Wal-Mart Stores	Corporate	0.72%
Charles Schwab Corp/The	Corporate	0.62%
Hyundai Auto Lease Securitization	ABS	0.47%
Target Corp	Corporate	0.44%
BMW Vehicle Lease Trust	ABS	0.43%
Bank of New York	Corporate	0.43%
Dominion Resources Inc	Corporate	0.34%
Realty Income Corp	Corporate	0.33%
Verizon Master Trust	ABS	0.32%
BMW ABS	ABS	0.30%
Mercedes-Benz Auto Lease Trust	ABS	0.27%
Guardian Life Global Funding	Corporate	0.26%
Salesforce.com Inc	Corporate	0.16%
Toyota ABS	ABS	0.04%
TOTAL		**100.00%**

Quality Distribution

As of June 30, 2023



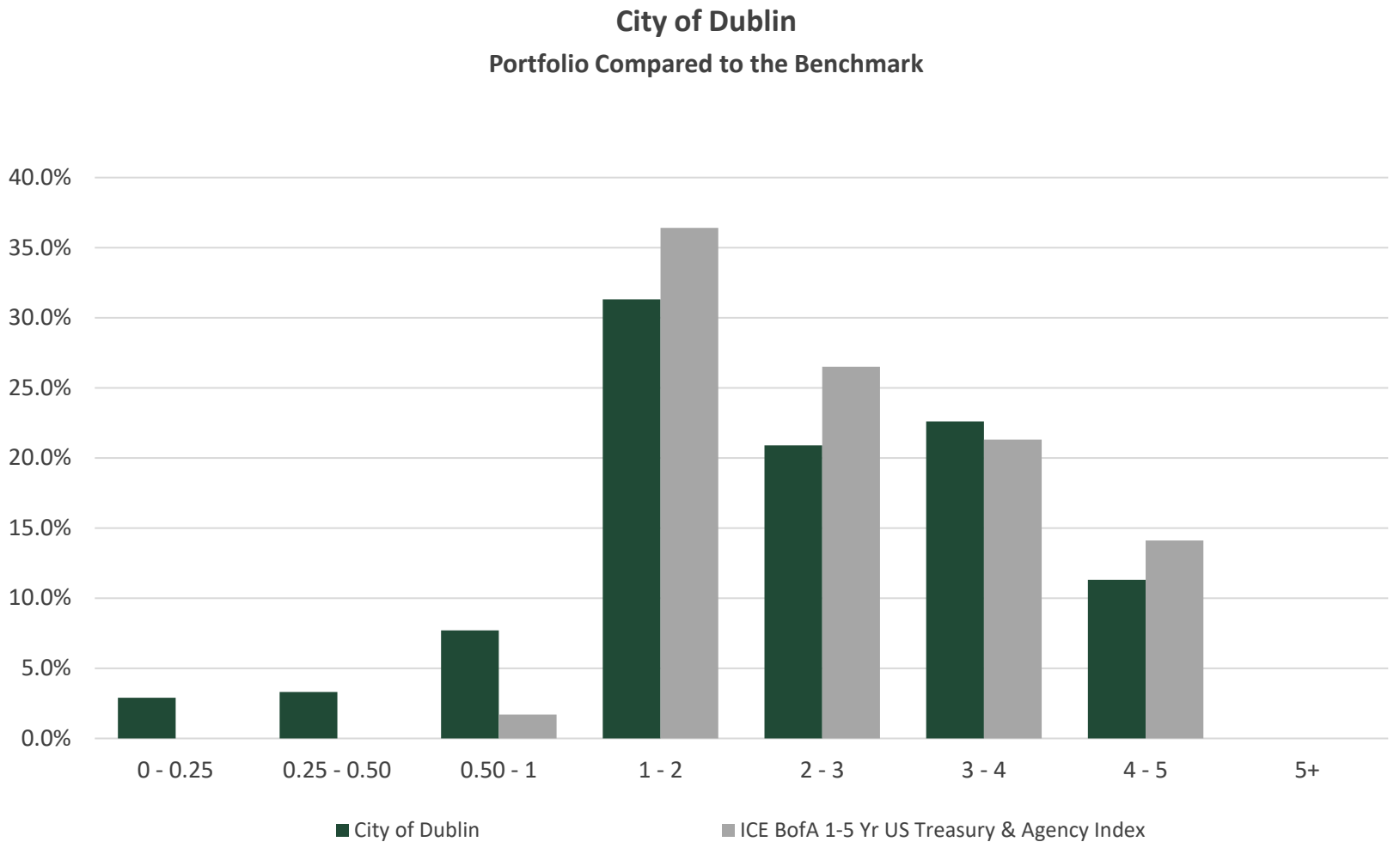
	AAA	AA	A	<A	NR
06/30/23	15.5%	60.1%	20.2%	0.3%	3.8%
03/31/23	15.2%	63.4%	17.9%	0.3%	3.1%

Source: S&P Ratings

700

Duration Distribution

As of June 30, 2023

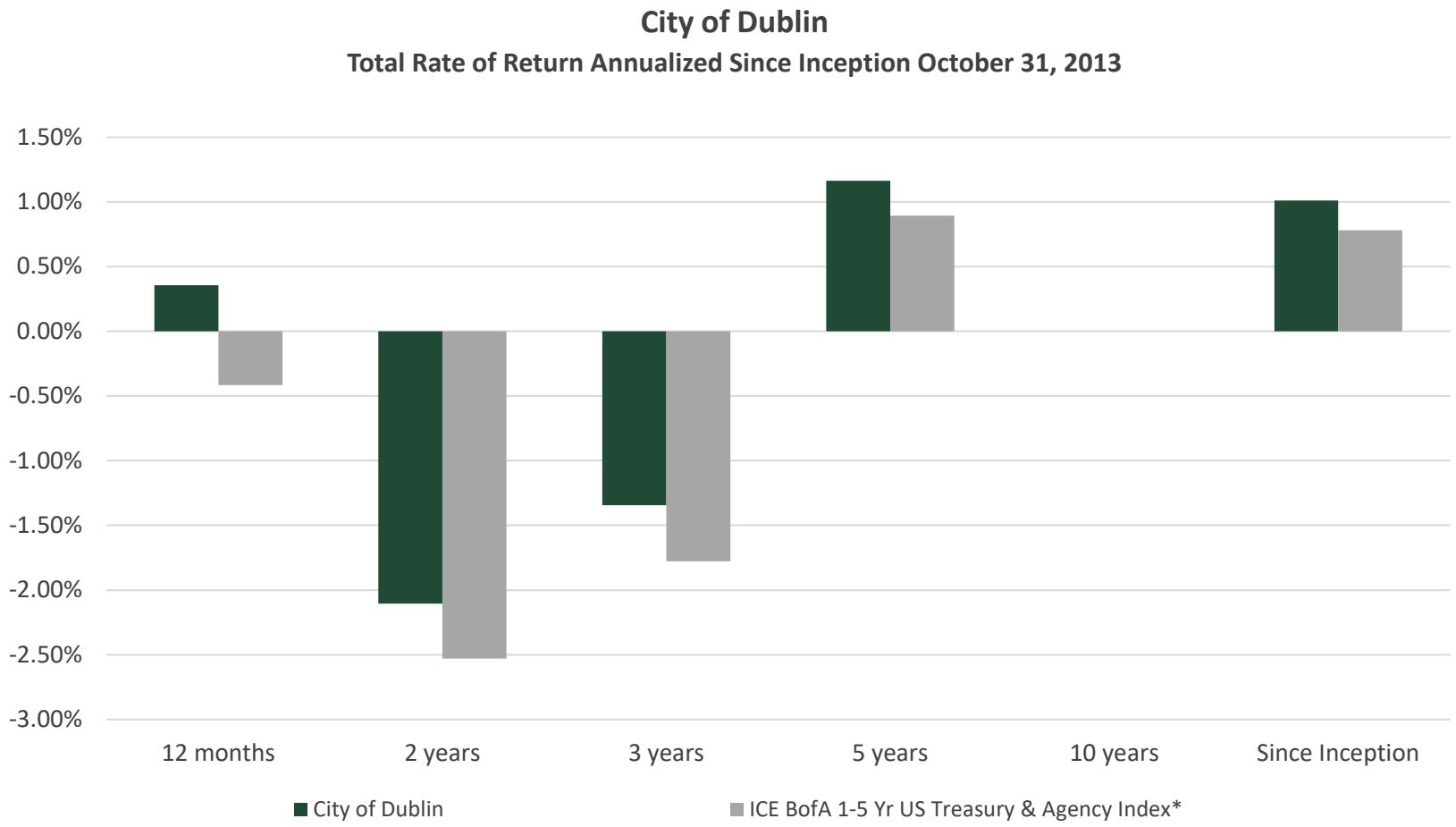


	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
Portfolio	2.9%	3.3%	7.7%	31.3%	20.9%	22.6%	11.3%	0.0%
Benchmark*	0.0%	0.0%	1.7%	36.4%	26.5%	21.3%	14.1%	0.0%

**ICE BofA 1-5 Yr US Treasury & Agency Index*

Investment Performance

As of June 30, 2023



			Annualized				
TOTAL RATE OF RETURN	**3 months**	**12 months**	**2 years**	**3 years**	**5 years**	**10 years**	**Since Inception**
City of Dublin	-0.42%	0.36%	-2.10%	-1.35%	1.16%	N/A	1.01%
ICE BofA 1-5 Yr US Treasury & Agency Index*	-0.85%	-0.42%	-2.53%	-1.78%	0.89%	N/A	0.78%

**ICE BofA 1-3 Yr US Treasury & Agency Index to 12/31/14*

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Portfolio Characteristics

As of June 30, 2023

City of Dublin Reporting Account

	06/30/23 Portfolio	03/31/23 Portfolio
Average Maturity (yrs)	0.00	0.00
Modified Duration	0.00	0.00
Average Purchase Yield	4.78%	4.42%
Average Market Yield	4.78%	4.42%
Average Quality*	AAA/NR	AAA/NR
Total Market Value	120,964,005	106,709,917

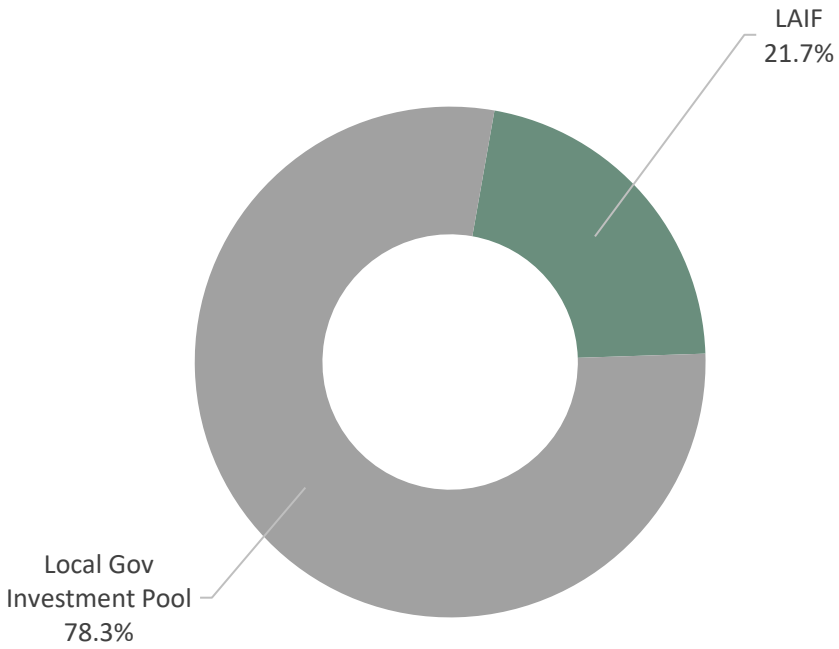
**Portfolio is S&P and Moody's, respectively.*

Sector Distribution

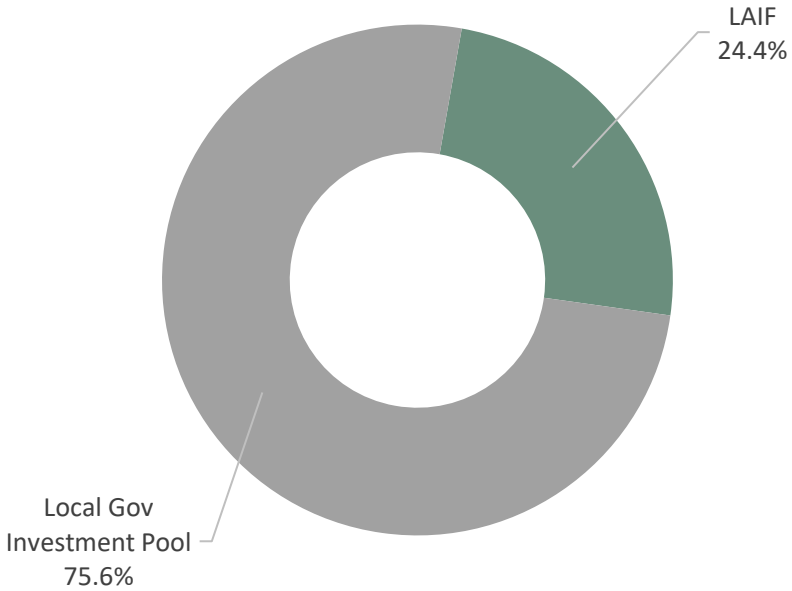
As of June 30, 2023

City of Dublin Reporting Account

June 30, 2023



March 31, 2023



Issuers

As of June 30, 2023

City of Dublin Reporting Account – Account #10219

Issue Name	Investment Type	% Portfolio
CAMP	Local Gov Investment Pool	78.27%
Local Agency Investment Fund	LAIF	21.73%
TOTAL		**100.00%**

Section 3 | Consolidated Information

706

Portfolio Characteristics

As of June 30, 2023

City of Dublin Consolidated

	06/30/23 Portfolio	03/31/23 Portfolio
Average Maturity (yrs)	1.91	1.94
Modified Duration	1.63	1.66
Average Purchase Yield	3.03%	2.80%
Average Market Yield	4.92%	4.39%
Average Quality*	AA+/Aa1	AA+/Aa1
Total Market Value	401,109,378	388,037,166

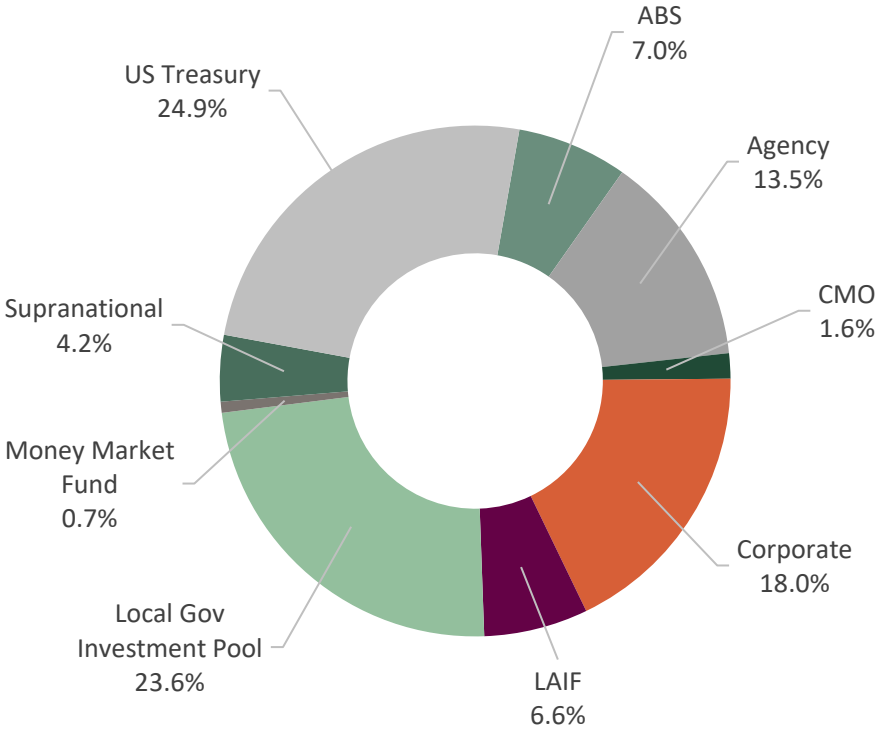
** Portfolio is S&P and Moody's respectively.*

Sector Distribution

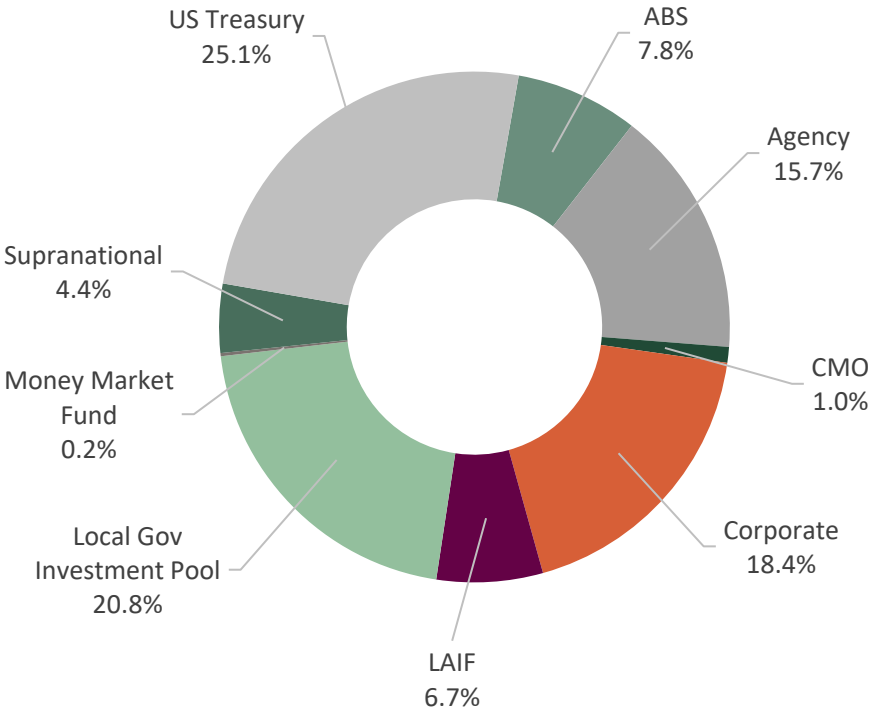
As of June 30, 2023

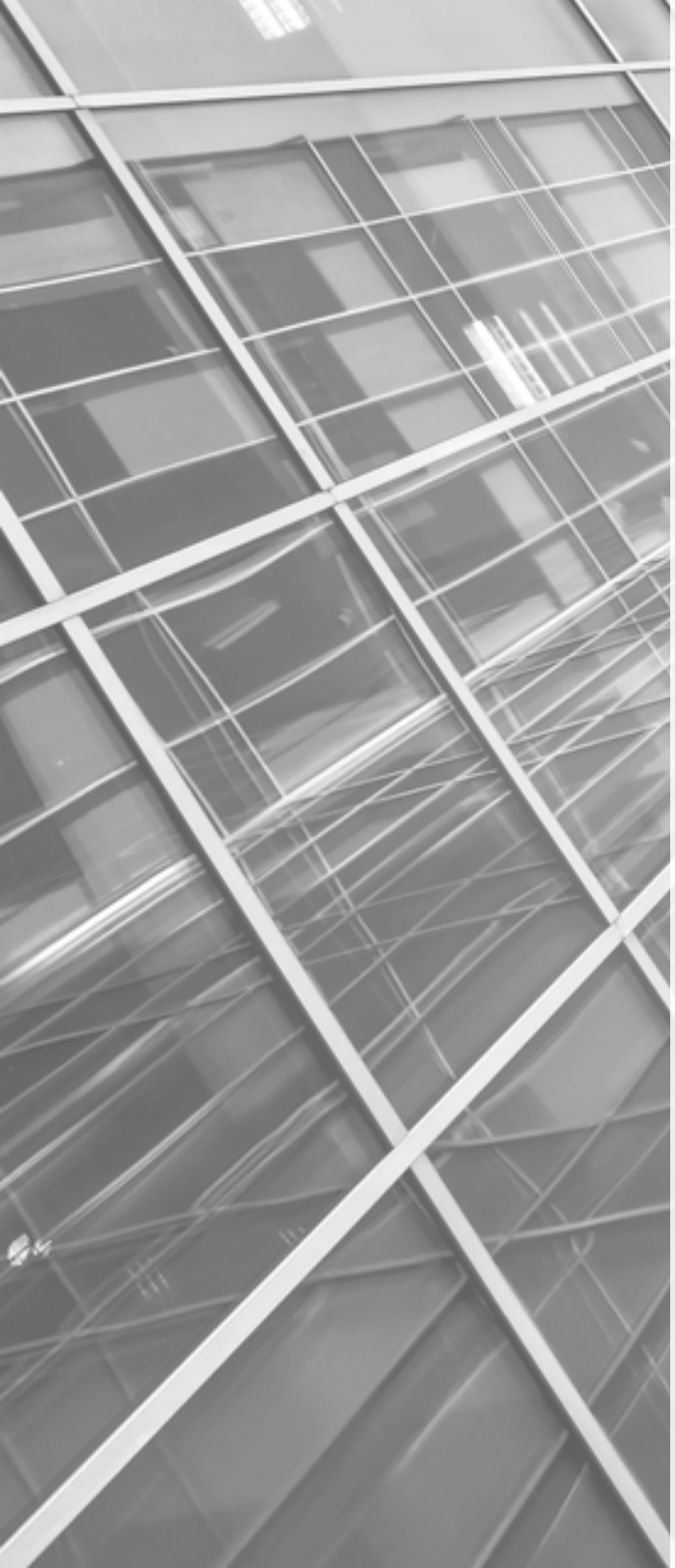
City of Dublin Consolidated

June 30, 2023



March 31, 2023





Section 4 | Portfolio Holdings

Holdings Report

As of June 30, 2023

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.330% Due 06/17/2024	430,640.39	06/08/2021 0.34%	430,575.79 430,634.41	99.45 6.07%	428,263.69 63.16	0.15% (2,370.72)	Aaa / AAA NR	0.97 0.10
89237VAB5	Toyota Auto Receivables Trust 2020-C A3 0.440% Due 10/15/2024	123,642.94	07/21/2020 0.44%	123,633.41 123,640.02	99.31 6.03%	122,794.38 24.18	0.04% (845.64)	Aaa / AAA NR	1.30 0.12
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.370% Due 10/18/2024	258,876.12	09/22/2020 0.38%	258,838.09 258,871.47	98.61 5.95%	255,289.39 34.59	0.09% (3,582.08)	NR / AAA AAA	1.30 0.25
89239CAC3	Toyota Lease Owner Trust 2021-B A3 0.420% Due 10/21/2024	693,433.30	07/27/2021 0.39%	693,423.94 693,431.19	98.88 5.93%	685,656.45 88.99	0.24% (7,774.74)	Aaa / NR AAA	1.31 0.20
47787NAC3	John Deere Owner Trust 2020-B A3 0.510% Due 11/15/2024	47,563.85	07/14/2020 0.52%	47,556.60 47,562.72	99.28 5.17%	47,222.11 10.78	0.02% (340.61)	Aaa / NR AAA	1.38 0.15
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.400% Due 11/15/2024	762,783.66	06/22/2021 0.40%	762,726.07 762,771.40	98.41 6.13%	750,682.87 135.61	0.27% (12,088.53)	NR / AAA AAA	1.38 0.27
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.330% Due 12/26/2024	318,683.85	09/08/2021 0.33%	318,650.97 318,676.85	98.70 6.39%	314,556.25 17.53	0.11% (4,120.60)	Aaa / NR AAA	1.49 0.21
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.160% Due 01/15/2025	910,000.00	01/11/2022 1.16%	909,979.89 909,992.89	98.22 5.87%	893,814.74 469.16	0.32% (16,178.15)	Aaa / AAA NR	1.55 0.38
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.960% Due 02/20/2025	2,045,000.00	02/23/2022 1.98%	2,044,678.12 2,044,864.45	97.81 5.92%	2,000,124.52 1,224.73	0.71% (44,739.93)	NR / AAA AAA	1.65 0.56
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.900% Due 03/20/2025	1,680,000.00	02/15/2022 1.91%	1,679,985.55 1,679,994.60	98.05 5.87%	1,647,295.44 975.33	0.59% (32,699.16)	Aaa / NR AAA	1.72 0.49
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.100% Due 03/25/2025	616,901.98	01/11/2022 1.00%	616,809.76 616,870.93	98.29 5.84%	606,352.96 113.10	0.22% (10,517.97)	NR / AAA AAA	1.74 0.36
36266FAC3	GM Financial Auto Lease Trust 2022-2 A3 3.420% Due 06/20/2025	1,020,000.00	05/03/2022 3.45%	1,019,893.61 1,019,948.86	98.22 5.90%	1,001,884.80 1,065.90	0.36% (18,064.06)	NR / AAA AAA	1.98 0.72
47788UAC6	John Deere Owner Trust 2021-A A3 0.360% Due 09/15/2025	452,087.12	03/02/2021 0.37%	452,000.24 452,055.94	97.07 6.12%	438,853.63 72.33	0.16% (13,202.31)	Aaa / NR AAA	2.21 0.50
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.380% Due 09/15/2025	429,120.99	04/20/2021 0.20%	429,075.84 429,108.05	97.38 6.00%	417,867.72 72.47	0.15% (11,240.33)	NR / AAA AAA	2.21 0.46
05593AAC3	BMW Vehicle Lease Trust 2023-1 A3 5.160% Due 11/25/2025	295,000.00	02/07/2023 4.96%	294,992.98 294,994.22	99.33 5.75%	293,017.01 253.70	0.10% (1,977.21)	Aaa / AAA NR	2.41 1.26
44934KAC8	Hyundai Auto Receivables Trust 2021-B A3 0.380% Due 01/15/2026	1,622,015.25	07/20/2021 0.16%	1,621,657.27 1,621,877.06	96.75 5.98%	1,569,257.58 273.94	0.56% (52,619.48)	NR / AAA AAA	2.55 0.58
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.880% Due 01/21/2026	765,000.00	11/16/2021 0.89%	764,838.74 764,918.21	95.98 5.92%	734,232.47 187.00	0.26% (30,685.74)	Aaa / NR AAA	2.56 0.80

Holdings Report

As of June 30, 2023

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
47789QAC4	John Deere Owner Trust 2021-B A3 0.520% Due 03/16/2026	835,089.49	07/13/2021 0.52%	835,015.00 835,054.68	95.80 6.12%	800,004.88 193.00	0.29% (35,049.80)	Aaa / NR AAA	2.71 0.75
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.740% Due 05/15/2026	545,000.00	11/09/2021 0.75%	544,878.36 544,940.60	96.07 5.87%	523,567.88 179.24	0.19% (21,372.72)	NR / AAA AAA	2.88 0.77
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.880% Due 05/15/2026	1,315,000.00	02/15/2022 1.89%	1,314,802.22 1,314,885.06	95.55 5.87%	1,256,490.39 1,098.76	0.45% (58,394.67)	Aaa / AAA NR	2.88 1.13
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.210% Due 08/25/2026	850,000.00	05/10/2022 3.09%	849,955.80 849,971.74	97.22 5.76%	826,382.75 454.75	0.30% (23,588.99)	Aaa / AAA NR	3.16 1.10
362554AC1	GM Financial Securitized Term 2021-4 A3 0.680% Due 09/16/2026	585,000.00	10/13/2021 0.66%	584,985.08 584,992.50	95.50 6.14%	558,703.67 165.75	0.20% (26,288.83)	Aaa / AAA NR	3.22 0.82
47787JAC2	John Deere Owner Trust 2022-A A3 2.320% Due 09/16/2026	1,005,000.00	03/10/2022 2.34%	1,004,777.69 1,004,859.73	96.32 5.88%	968,049.17 1,036.27	0.35% (36,810.56)	Aaa / NR AAA	3.22 1.04
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.220% Due 10/15/2026	1,080,000.00	03/09/2022 2.23%	1,079,958.42 1,079,974.95	95.98 5.78%	1,036,555.92 1,065.60	0.37% (43,419.03)	NR / AAA AAA	3.30 1.14
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.260% Due 11/16/2026	500,000.00	01/11/2022 1.23%	499,956.55 499,975.46	95.52 5.90%	477,604.51 262.50	0.17% (22,370.95)	NR / AAA AAA	3.38 0.97
362585AC5	GM Financial Securitized ART 2022-2 A3 3.100% Due 02/16/2027	780,000.00	04/05/2022 3.13%	779,836.98 779,894.79	96.77 5.72%	754,767.78 1,007.50	0.27% (25,127.01)	Aaa / AAA NR	3.64 1.25
47800AAC4	John Deere Owner Trust 2022-B A3 3.740% Due 02/16/2027	1,045,000.00	07/12/2022 3.77%	1,044,900.20 1,044,926.64	97.15 5.73%	1,015,263.48 1,737.02	0.36% (29,663.16)	Aaa / NR AAA	3.64 1.46
02582JJT8	American Express Credit Trust 2022-2 A 3.390% Due 05/17/2027	2,205,000.00	05/17/2022 3.42%	2,204,512.25 2,204,693.08	96.51 5.43%	2,127,955.10 3,322.20	0.76% (76,737.98)	NR / AAA AAA	3.88 1.75
47800BAC2	John Deere Owner Trust 2022-C A3 5.090% Due 06/15/2027	1,350,000.00	10/12/2022 5.15%	1,349,895.24 1,349,915.25	99.21 5.61%	1,339,294.50 3,054.00	0.48% (10,620.75)	Aaa / NR AAA	3.96 1.69
92348KAV5	Verizon Master Trust 2022-5 A1A 3.720% Due 07/20/2027	915,000.00	08/02/2022 3.75%	914,959.74 914,972.62	98.78 5.25%	903,849.81 1,040.05	0.32% (11,122.81)	NR / AAA AAA	4.06 1.09
58768PAC8	Mercedes-Benz Auto Receivables 2022-1 A3 5.210% Due 08/16/2027	2,790,000.00	11/15/2022 5.28%	2,789,448.14 2,789,544.17	99.54 5.56%	2,777,210.64 6,460.40	0.99% (12,333.53)	Aaa / AAA NR	4.13 1.57
362583AD8	GM Auto Receivable Trust 2023-2 A3 4.470% Due 02/16/2028	625,000.00	04/04/2023 4.53%	624,982.81 624,983.94	98.23 5.39%	613,953.13 1,164.06	0.22% (11,030.81)	Aaa / AAA NR	4.64 2.03
				28,892,181.35		**28,186,819.62**	**10.07%**	**Aaa / AAA**	**2.85**
TOTAL ABS		**28,895,838.94**	**2.41%**	**28,893,798.48**	**5.79%**	**27,323.60**	**(706,978.86)**	**AAA**	**0.98**
Agency									
3130A0F70	FHLB Note 3.375% Due 12/08/2023	5,000,000.00	Various 2.73%	5,147,870.00 5,013,171.44	99.17 5.29%	4,958,705.00 10,781.25	1.77% (54,466.44)	Aaa / AA+ AAA	0.44 0.43

Holdings Report

As of June 30, 2023

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3135G0V34	FNMA Note 2.500% Due 02/05/2024	2,000,000.00	02/27/2019 2.58%	1,992,340.00 1,999,069.58	98.23 5.55%	1,964,588.00 20,277.78	0.71% (34,481.58)	Aaa / AA+ AAA	0.60 0.57
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	3,795,000.00	Various 1.96%	3,958,639.85 3,826,327.68	97.57 5.52%	3,702,766.32 5,152.24	1.32% (123,561.36)	Aaa / AA+ NR	0.96 0.92
3133EKWV4	FFCB Note 1.850% Due 07/26/2024	2,500,000.00	08/13/2019 1.65%	2,524,140.00 2,505,220.54	96.24 5.50%	2,406,097.50 19,913.19	0.87% (99,123.04)	Aaa / AA+ AAA	1.07 1.03
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	2,000,000.00	10/10/2019 1.58%	2,122,020.00 2,029,843.69	97.17 5.33%	1,943,320.00 17,250.00	0.70% (86,523.69)	Aaa / AA+ AAA	1.21 1.15
3135G0W66	FNMA Note 1.625% Due 10/15/2024	2,000,000.00	11/08/2019 1.80%	1,983,400.00 1,995,644.69	95.41 5.35%	1,908,228.00 6,861.11	0.68% (87,416.69)	Aaa / AA+ AAA	1.30 1.25
3133ENZ94	FFCB Note 4.500% Due 11/18/2024	5,480,000.00	11/15/2022 4.56%	5,474,191.20 5,475,979.13	99.02 5.24%	5,426,482.32 29,455.00	1.95% (49,496.81)	Aaa / AA+ AAA	1.39 1.32
3135G0X24	FNMA Note 1.625% Due 01/07/2025	4,200,000.00	Various 1.18%	4,287,898.80 4,227,673.92	94.82 5.22%	3,982,293.00 32,987.50	1.43% (245,380.92)	Aaa / AA+ AAA	1.53 1.46
3137EAEP0	FHLMC Note 1.500% Due 02/12/2025	4,200,000.00	Various 1.23%	4,254,786.30 4,217,975.10	94.40 5.16%	3,964,690.80 24,325.00	1.42% (253,284.30)	Aaa / AA+ AAA	1.62 1.55
3135G03U5	FNMA Note 0.625% Due 04/22/2025	1,825,000.00	04/22/2020 0.67%	1,821,240.50 1,823,637.59	92.48 5.02%	1,687,789.20 2,186.20	0.60% (135,848.39)	Aaa / AA+ AAA	1.81 1.76
3135G04Z3	FNMA Note 0.500% Due 06/17/2025	3,435,000.00	06/17/2020 0.54%	3,427,889.55 3,432,204.94	91.81 4.93%	3,153,615.11 667.92	1.13% (278,589.83)	Aaa / AA+ AAA	1.97 1.91
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	1,745,000.00	07/21/2020 0.48%	1,736,309.90 1,741,422.00	91.24 4.90%	1,592,118.81 2,908.33	0.57% (149,303.19)	Aaa / AA+ AAA	2.06 2.00
3135G05X7	FNMA Note 0.375% Due 08/25/2025	2,755,000.00	08/25/2020 0.47%	2,742,106.60 2,749,443.96	90.99 4.83%	2,506,909.50 3,615.94	0.90% (242,534.46)	Aaa / AA+ AAA	2.16 2.09
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	2,655,000.00	09/23/2020 0.44%	2,647,008.45 2,651,429.21	90.74 4.80%	2,409,059.39 2,710.31	0.86% (242,369.82)	Aaa / AA+ AAA	2.24 2.17
3135G06G3	FNMA Note 0.500% Due 11/07/2025	2,860,000.00	11/09/2020 0.57%	2,849,761.20 2,855,164.54	90.63 4.76%	2,592,066.62 2,145.00	0.93% (263,097.92)	Aaa / AA+ AAA	2.36 2.29
3130ATUC9	FHLB Note 4.500% Due 12/12/2025	4,000,000.00	02/09/2023 4.22%	4,029,238.40 4,025,259.05	99.14 4.87%	3,965,716.00 9,500.00	1.42% (59,543.05)	Aaa / AA+ NR	2.45 2.29
3130ATS57	FHLB Note 4.500% Due 03/10/2028	3,000,000.00	03/21/2023 4.01%	3,065,010.00 3,061,392.36	100.96 4.27%	3,028,905.00 41,625.00	1.10% (32,487.36)	Aaa / AA+ AAA	4.70 4.14

Holdings Report

As of June 30, 2023

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
880591EZ1	Tennessee Valley Authority Note 3.875% Due 03/15/2028	2,645,000.00	Various 3.73%	2,661,791.35 2,661,183.12	98.39 4.26%	2,602,399.63 25,908.14	0.94% (58,783.49)	Aaa / AA+ AAA	4.71 4.21
TOTAL Agency		**56,095,000.00**	**2.12%**	**56,725,642.10 56,292,042.54**	**5.06%**	**53,795,750.20 258,269.91**	**19.29% (2,496,292.34)**	**Aaa / AA+ AAA**	**1.86 1.75**
CMO									
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	2,000,000.00	07/01/2021 0.64%	2,151,406.25 2,058,666.72	97.07 5.56%	1,941,426.00 5,285.00	0.69% (117,240.72)	Aaa / AAA AAA	1.32 1.16
3137BSRE5	FHLMC K059 A2 3.120% Due 09/25/2026	2,000,000.00	02/18/2022 1.92%	2,085,625.00 2,060,093.18	95.18 4.76%	1,903,636.00 5,200.00	0.68% (156,457.18)	NR / AAA AAA	3.24 2.91
3137FG6X8	FHLMC K077 A2 3.850% Due 05/25/2028	2,815,000.00	05/24/2023 4.65%	2,763,318.36 2,764,226.05	96.83 4.57%	2,725,837.69 1,806.29	0.97% (38,388.36)	NR / NR AAA	4.91 4.29
TOTAL CMO		**6,815,000.00**	**2.64%**	**7,000,349.61 6,882,985.95**	**4.92%**	**6,570,899.69 12,291.29**	**2.35% (312,086.26)**	**Aaa / AAA AAA**	**3.36 2.96**
Corporate									
06406RAJ6	Bank of NY Mellon Corp Note 3.450% Due 08/11/2023	1,200,000.00	08/24/2018 3.42%	1,201,836.00 1,200,041.61	99.76 5.50%	1,197,122.40 16,100.00	0.43% (2,919.21)	A1 / A AA-	0.12 0.11
023135BW5	Amazon.com Inc Note 0.450% Due 05/12/2024	1,865,000.00	05/10/2021 0.50%	1,862,277.10 1,864,214.93	95.87 5.39%	1,788,029.59 1,142.31	0.64% (76,185.34)	A1 / AA AA-	0.87 0.84
24422ETT6	John Deere Capital Corp Note 2.650% Due 06/24/2024	2,000,000.00	Various 1.32%	2,093,680.00 2,025,419.85	97.27 5.54%	1,945,464.00 1,030.56	0.69% (79,955.85)	A2 / A A+	0.99 0.95
02665WCZ2	American Honda Finance Note 2.400% Due 06/27/2024	1,500,000.00	07/10/2019 2.49%	1,493,742.00 1,498,749.79	96.93 5.62%	1,454,011.50 400.00	0.52% (44,738.29)	A3 / A- A	0.99 0.96
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	465,000.00	06/29/2021 0.64%	464,762.85 464,918.00	95.19 5.44%	442,632.57 1,340.10	0.16% (22,285.43)	A2 / A+ NR	1.04 1.01
78013XZU5	Royal Bank of Canada Note 2.550% Due 07/16/2024	2,500,000.00	09/10/2019 2.28%	2,531,325.00 2,506,746.65	96.92 5.62%	2,423,065.00 29,218.75	0.88% (83,681.65)	A1 / A AA-	1.05 1.00
46647PAU0	JP Morgan Chase & Co Callable Note 1X 7/23/2023 3.797% Due 07/23/2024	2,500,000.00	09/12/2019 2.35%	2,632,175.00 2,502,068.17	99.88 5.65%	2,497,012.50 41,661.53	0.91% (5,055.67)	A1 / A- AA-	1.07 0.06
02665WEA5	American Honda Finance Note 1.500% Due 01/13/2025	1,075,000.00	01/11/2022 1.53%	1,074,150.75 1,074,564.53	94.23 5.46%	1,013,021.95 7,525.00	0.36% (61,542.58)	A3 / A- A	1.54 1.47

Holdings Report

As of June 30, 2023

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.050% Due 01/21/2025	2,610,000.00	01/16/2020 2.10%	2,604,440.70 2,608,265.57	94.32 5.92%	2,461,754.61 23,780.00	0.89% (146,510.96)	A2 / A+ A+	1.56 1.48
00440EAS6	Chubb INA Holdings Inc Note 3.150% Due 03/15/2025	2,500,000.00	Various 0.76%	2,753,600.00 2,600,106.31	96.53 5.30%	2,413,142.50 23,187.50	0.87% (186,963.81)	A3 / A A	1.71 1.62
14913R2V8	Caterpillar Financial Service Note 3.400% Due 05/13/2025	1,165,000.00	05/10/2022 3.44%	1,163,520.45 1,164,079.33	96.82 5.21%	1,127,911.06 5,281.33	0.40% (36,168.27)	A2 / A A+	1.87 1.77
747525AF0	Qualcomm Inc Callable Note Cont 2/20/2025 3.450% Due 05/20/2025	3,000,000.00	Various 1.78%	3,159,848.58 3,091,176.02	96.98 5.15%	2,909,280.00 11,787.50	1.04% (181,896.02)	A2 / A NR	1.89 1.79
61747YEA9	Morgan Stanley Callable Note Cont 5/30/2024 0.790% Due 05/30/2025	3,040,000.00	05/26/2021 0.77%	3,041,611.70 3,040,492.05	94.99 6.09%	2,887,802.40 2,068.05	1.03% (152,689.65)	A1 / A- A+	1.92 1.83
438516CB0	Honeywell Intl Callable Note Cont 5/1/2025 1.350% Due 06/01/2025	2,500,000.00	06/23/2020 0.85%	2,559,500.00 2,522,509.88	93.29 5.06%	2,332,327.50 2,812.50	0.83% (190,182.38)	A2 / A A	1.92 1.85
78015K7H1	Royal Bank of Canada Note 1.150% Due 06/10/2025	1,000,000.00	02/22/2021 0.86%	1,012,240.00 1,005,545.88	92.31 5.37%	923,103.00 670.83	0.33% (82,442.88)	A1 / A AA-	1.95 1.88
66815L2J7	Northwestern Mutual Glbl Note 4.000% Due 07/01/2025	2,500,000.00	06/27/2022 4.01%	2,499,150.00 2,499,433.07	96.85 5.69%	2,421,250.00 50,000.00	0.88% (78,183.07)	Aaa / AA+ AAA	2.01 1.85
02665WDL2	American Honda Finance Note 1.200% Due 07/08/2025	1,000,000.00	08/10/2021 1.00%	1,007,640.00 1,003,953.94	92.02 5.42%	920,206.00 5,766.67	0.33% (83,747.94)	A3 / A- A	2.02 1.94
89114QCK2	Toronto Dominion Bank Note 0.750% Due 09/11/2025	1,000,000.00	02/16/2021 0.81%	997,230.00 998,664.88	90.53 5.37%	905,338.00 2,291.67	0.32% (93,326.88)	A1 / A AA-	2.20 2.12
06051GHY8	Bank of America Corp Callable Note Cont 2/13/2025 2.015% Due 02/13/2026	1,250,000.00	03/04/2021 1.14%	1,291,725.00 1,267,206.48	93.65 6.20%	1,170,587.50 9,655.21	0.42% (96,618.98)	A1 / A- AA-	2.63 1.54
46647PBH8	JP Morgan Chase & Co Callable Note Mthly 3/13/2025 2.005% Due 03/13/2026	1,000,000.00	04/29/2021 1.20%	1,030,270.00 1,013,303.38	93.92 5.80%	939,210.00 6,015.00	0.34% (74,093.38)	A1 / A- AA-	2.70 1.62
808513BR5	Charles Schwab Corp Callable Note Cont 4/13/2026 1.150% Due 05/13/2026	1,370,000.00	05/11/2021 1.20%	1,366,821.60 1,368,177.55	88.49 5.54%	1,212,378.76 2,100.67	0.43% (155,798.79)	A2 / A- A	2.87 2.75
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.150% Due 05/15/2026	2,000,000.00	Various 1.90%	1,939,210.15 1,958,472.57	90.43 4.75%	1,808,610.01 2,938.90	0.65% (149,862.56)	A3 / A+ A	2.88 2.76
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	2,485,000.00	06/15/2021 1.13%	2,483,906.60 2,484,351.50	89.41 5.01%	2,221,890.69 1,009.53	0.79% (262,460.81)	A1 / A+ A+	2.97 2.85
58989V2D5	Met Tower Global Funding Note 1.250% Due 09/14/2026	1,285,000.00	09/07/2021 1.27%	1,283,817.80 1,284,241.86	87.49 5.57%	1,124,204.10 4,774.13	0.40% (160,037.76)	Aa3 / AA- AA-	3.21 3.05

Holdings Report

As of June 30, 2023

City of Dublin - Account #10198

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06368FAC3	Bank of Montreal Note 1.250% Due 09/15/2026	2,500,000.00	Various 1.29%	2,495,539.50 2,497,137.07	88.16 5.31%	2,203,957.50 9,201.39	0.79% (293,179.57)	A2 / A- AA-	3.21 3.06
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.050% Due 09/17/2026	585,000.00	09/08/2021 1.09%	583,894.35 584,289.14	89.28 4.68%	522,304.38 1,774.50	0.19% (61,984.76)	Aa2 / AA AA	3.22 3.08
59217GER6	Metlife Note 1.875% Due 01/11/2027	1,860,000.00	01/03/2022 1.90%	1,857,879.60 1,858,502.02	89.09 5.30%	1,657,025.64 16,468.75	0.60% (201,476.38)	Aa3 / AA- AA-	3.54 3.30
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.950% Due 01/15/2027	1,340,000.00	01/19/2022 1.99%	1,337,722.00 1,338,377.69	91.54 4.56%	1,226,668.16 12,048.83	0.44% (111,709.53)	A2 / A A	3.55 3.32
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.450% Due 03/03/2027	585,000.00	03/01/2022 2.47%	584,368.20 584,536.01	89.58 5.63%	524,026.04 4,697.88	0.19% (60,509.97)	A2 / A- A	3.68 3.40
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.300% Due 03/15/2027	2,295,000.00	03/07/2022 2.30%	2,294,563.95 2,294,676.90	93.51 4.21%	2,146,054.50 15,542.25	0.77% (148,622.40)	Aa2 / AA A+	3.71 3.47
40139LBF9	Guardian Life Glob Fun Note 3.246% Due 03/29/2027	765,000.00	03/24/2022 3.25%	765,000.00 765,000.00	93.15 5.28%	712,620.45 6,345.93	0.26% (52,379.55)	Aa1 / AA+ NR	3.75 3.43
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.300% Due 04/13/2027	1,750,000.00	04/25/2022 3.34%	1,746,972.50 1,747,690.95	95.23 4.69%	1,666,581.00 12,512.50	0.60% (81,109.95)	A1 / AA AA-	3.79 3.48
46647PCB0	JP Morgan Chase & Co Callable Note Cont 4/22/2026 1.578% Due 04/22/2027	500,000.00	08/23/2022 4.90%	449,845.00 458,985.53	89.82 5.54%	449,106.50 1,512.25	0.16% (9,879.03)	A1 / A- AA-	3.81 2.67
927804GH1	Virginia Electric Power Corp Callable Note Cont. 4/15/2027 3.750% Due 05/15/2027	1,000,000.00	Various 3.75%	999,773.40 999,816.22	95.75 4.97%	957,528.00 4,791.67	0.34% (42,288.22)	A2 / BBB+ A	3.88 3.53
14913R3A3	Caterpillar Financial Service Note 3.600% Due 08/12/2027	1,375,000.00	Various 3.89%	1,357,243.75 1,360,148.56	96.26 4.61%	1,323,599.75 19,112.50	0.48% (36,548.81)	A2 / A A+	4.12 3.72
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.950% Due 09/09/2027	1,500,000.00	Various 3.98%	1,498,302.30 1,498,576.58	98.09 4.45%	1,471,323.00 18,433.34	0.53% (27,253.58)	Aa2 / AA AA	4.20 3.77
89236TKJ3	Toyota Motor Credit Corp Note 4.550% Due 09/20/2027	1,500,000.00	11/22/2022 4.88%	1,479,060.00 1,481,653.70	98.60 4.92%	1,479,046.50 19,147.92	0.53% (2,607.20)	A1 / A+ A+	4.23 3.75
023135CP9	Amazon.com Inc Callable Note Cont 11/1/2027 4.550% Due 12/01/2027	1,000,000.00	01/17/2023 4.21%	1,014,400.00 1,013,056.44	99.37 4.71%	993,720.00 3,791.67	0.36% (19,336.44)	A1 / AA AA-	4.42 3.94
89115A2M3	Toronto-Dominion Bank Note 5.156% Due 01/10/2028	3,000,000.00	Various 5.28%	2,984,380.00 2,984,541.45	99.34 5.32%	2,980,053.00 73,473.00	1.09% (4,488.45)	A1 / A AA-	4.53 3.89

Holdings Report

As of June 30, 2023

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
756109AU8	Realty Income Corp Callable Note Cont 10/15/2027 3.650% Due 01/15/2028	960,000.00	04/10/2023 4.87%	910,540.80 912,816.09	93.26 5.34%	895,340.16 16,157.33	0.33% (17,475.93)	A3 / A- NR	4.55 4.03
24422EWR6	John Deere Capital Corp Note 4.750% Due 01/20/2028	2,000,000.00	01/23/2023 4.40%	2,030,780.00 2,028,126.26	99.92 4.77%	1,998,334.00 45,388.89	0.73% (29,792.26)	A2 / A A+	4.56 3.96
06051GGF0	Bank of America Corp Callable Note 1/20/2027 3.824% Due 01/20/2028	3,000,000.00	Various 5.87%	2,824,349.55 2,834,583.35	94.55 5.53%	2,836,641.00 51,305.34	1.03% 2,057.65	A1 / A- AA-	4.56 3.20
91324PEP3	United Health Group Inc Callable Note Cont 1/15/2028 5.250% Due 02/15/2028	1,500,000.00	02/21/2023 4.90%	1,522,890.00 1,521,250.43	101.95 4.77%	1,529,289.00 29,750.00	0.56% 8,038.57	A3 / A+ A	4.63 3.93
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.050% Due 05/17/2028	3,500,000.00	Various 4.06%	3,497,960.40 3,498,010.63	98.26 4.45%	3,439,166.51 17,325.00	1.23% (58,844.12)	A1 / A+ NR	4.88 4.36
				75,783,946.58		**71,551,740.73**	**25.77%**	**A1 / A+**	**2.83**
TOTAL Corporate		**75,325,000.00**	**2.56%**	**75,308,478.82**	**5.24%**	**631,338.68**	**(3,756,738.09)**	**A+**	**2.49**
Money Market Fund									
31846V203	First American Govt Obligation Fund Class Y	2,641,553.51	Various 4.70%	2,641,553.51 2,641,553.51	1.00 4.70%	2,641,553.51 0.00	0.94% 0.00	Aaa / AAA AAA	0.00 0.00
				2,641,553.51		**2,641,553.51**	**0.94%**	**Aaa / AAA**	**0.00**
TOTAL Money Market Fund		**2,641,553.51**	**4.70%**	**2,641,553.51**	**4.70%**	**0.00**	**0.00**	**AAA**	**0.00**
Supranational									
4581X0DZ8	Inter-American Dev Bank Note 0.500% Due 09/23/2024	3,680,000.00	09/15/2021 0.52%	3,677,276.80 3,678,881.90	94.22 5.42%	3,467,112.00 5,008.89	1.24% (211,769.90)	Aaa / AAA NR	1.24 1.19
459058JB0	Intl. Bank Recon & Development Note 0.625% Due 04/22/2025	2,260,000.00	04/15/2020 0.70%	2,251,253.80 2,256,833.93	92.43 5.05%	2,088,969.98 2,707.29	0.75% (167,863.95)	Aaa / AAA NR	1.81 1.76
4581X0DN5	Inter-American Dev Bank Note 0.625% Due 07/15/2025	1,685,000.00	01/13/2021 0.53%	1,692,329.75 1,688,325.62	91.78 4.90%	1,546,575.57 4,856.08	0.55% (141,750.05)	Aaa / AAA NR	2.04 1.98
459058JL8	Intl. Bank Recon & Development Note 0.500% Due 10/28/2025	6,000,000.00	Various 0.55%	5,986,632.00 5,993,440.46	90.76 4.74%	5,445,834.00 5,250.00	1.95% (547,606.46)	Aaa / AAA AAA	2.33 2.26

Holdings Report

As of June 30, 2023

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	4,615,000.00	04/13/2021 0.97%	4,593,863.30 4,603,146.78	90.21 4.64%	4,163,246.88 7,964.08	1.49% (439,899.90)	Aaa / AAA AAA	2.81 2.71
TOTAL Supranational		**18,240,000.00**	**0.67%**	**18,201,355.65 18,220,628.69**	**4.91%**	**16,711,738.43 25,786.34**	**5.97% (1,508,890.26)**	**Aaa / AAA AAA**	**2.13 2.06**
US Treasury									
912828YH7	US Treasury Note 1.500% Due 09/30/2024	3,500,000.00	Various 1.65%	3,474,941.41 3,493,532.37	95.41 5.33%	3,339,493.50 13,196.72	1.20% (154,038.87)	Aaa / AA+ AAA	1.25 1.21
9128283J7	US Treasury Note 2.125% Due 11/30/2024	3,000,000.00	Various 1.76%	3,051,650.40 3,014,771.58	95.77 5.26%	2,872,968.00 5,399.59	1.03% (141,803.58)	Aaa / AA+ AAA	1.42 1.37
91282CDZ1	US Treasury Note 1.500% Due 02/15/2025	2,000,000.00	05/06/2022 2.92%	1,925,156.25 1,956,039.46	94.38 5.14%	1,887,656.00 11,270.72	0.68% (68,383.46)	Aaa / AA+ AAA	1.63 1.56
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	3,500,000.00	03/24/2020 0.52%	3,603,222.66 3,534,846.96	93.73 5.09%	3,280,567.50 13,160.67	1.18% (254,279.46)	Aaa / AA+ AAA	1.67 1.61
91282CED9	US Treasury Note 1.750% Due 03/15/2025	2,000,000.00	03/15/2022 2.00%	1,985,312.50 1,991,643.55	94.59 5.09%	1,891,876.00 10,271.74	0.68% (99,767.55)	Aaa / AA+ AAA	1.71 1.64
912828ZL7	US Treasury Note 0.375% Due 04/30/2025	4,000,000.00	Various 0.38%	3,998,593.75 3,999,471.47	92.01 4.99%	3,680,312.00 2,527.18	1.31% (319,159.47)	Aaa / AA+ AAA	1.84 1.78
91282CFE6	US Treasury Note 3.125% Due 08/15/2025	3,000,000.00	Various 4.34%	2,905,703.13 2,927,645.34	96.58 4.83%	2,897,460.00 35,220.99	1.05% (30,185.34)	Aaa / AA+ AAA	2.13 2.00
91282CAM3	US Treasury Note 0.250% Due 09/30/2025	2,500,000.00	10/16/2020 0.32%	2,491,406.25 2,496,090.72	90.57 4.71%	2,264,355.00 1,571.04	0.81% (231,735.72)	Aaa / AA+ AAA	2.25 2.19
91282CFP1	US Treasury Note 4.250% Due 10/15/2025	10,000,000.00	Various 4.24%	10,002,724.61 10,002,522.76	98.88 4.77%	9,888,280.00 89,412.56	3.56% (114,242.76)	Aaa / AA+ AAA	2.30 2.14
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	1,000,000.00	12/29/2020 0.38%	999,921.88 999,960.90	90.14 4.60%	901,367.00 10.19	0.32% (98,593.90)	Aaa / AA+ AAA	2.51 2.43
91282CBH3	US Treasury Note 0.375% Due 01/31/2026	4,000,000.00	02/23/2021 0.58%	3,960,625.00 3,979,351.07	89.78 4.61%	3,591,252.00 6,256.91	1.28% (388,099.07)	Aaa / AA+ AAA	2.59 2.51
91282CBQ3	US Treasury Note 0.500% Due 02/28/2026	2,500,000.00	03/26/2021 0.83%	2,459,960.94 2,478,320.53	89.83 4.59%	2,245,702.50 4,177.99	0.80% (232,618.03)	Aaa / AA+ AAA	2.67 2.59
91282CBT7	US Treasury Note 0.750% Due 03/31/2026	5,000,000.00	Various 0.85%	4,974,804.69 4,986,100.21	90.38 4.51%	4,519,140.00 9,426.23	1.62% (466,960.21)	Aaa / AA+ AAA	2.75 2.66
91282CCF6	US Treasury Note 0.750% Due 05/31/2026	2,000,000.00	06/18/2021 0.91%	1,985,000.00 1,991,149.58	89.82 4.51%	1,796,484.00 1,270.49	0.64% (194,665.58)	Aaa / AA+ AAA	2.92 2.82

Holdings Report

As of June 30, 2023

City of Dublin - Account #10198

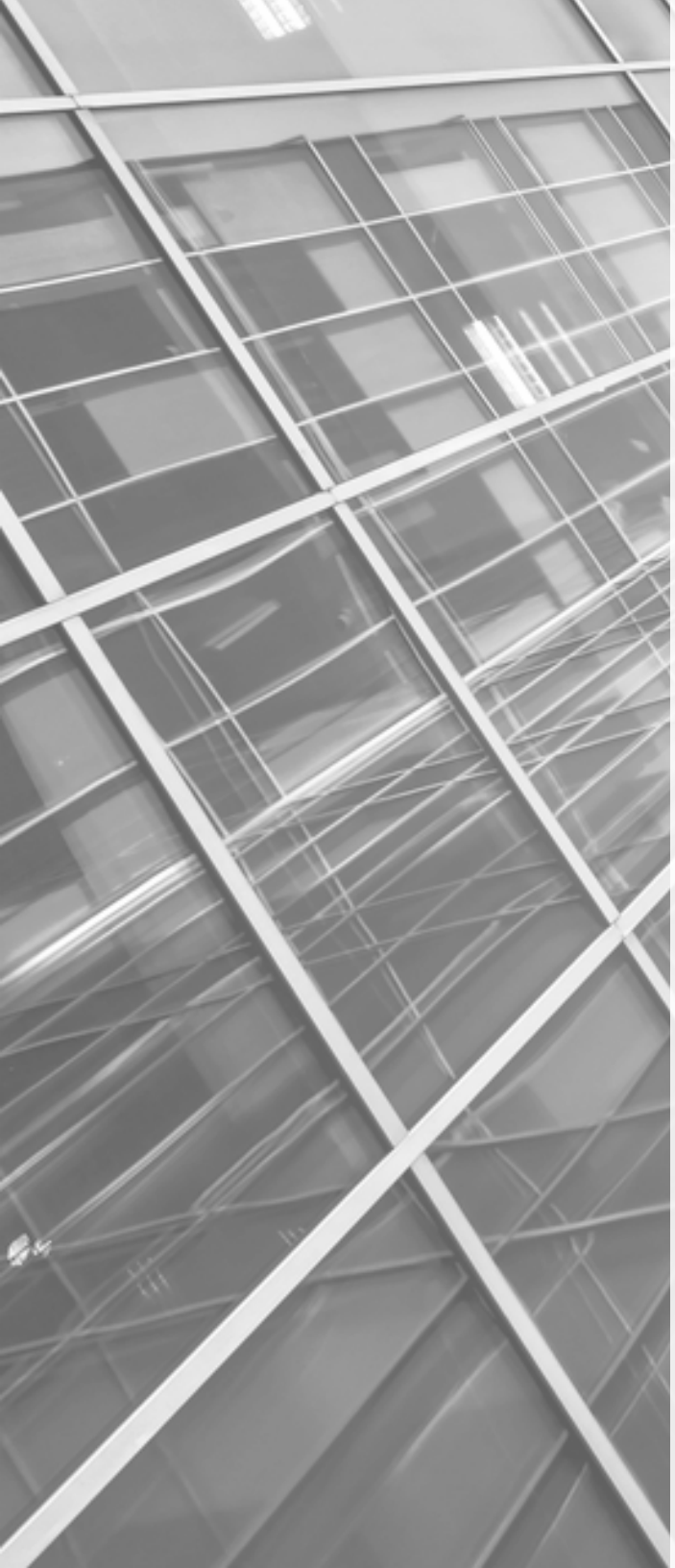
CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
91282CCW9	US Treasury Note 0.750% Due 08/31/2026	2,000,000.00	08/30/2021 0.77%	1,998,515.63 1,999,059.47	89.19 4.45%	1,783,750.00 5,013.59	0.64% (215,309.47)	Aaa / AA+ AAA	3.17 3.06
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	5,000,000.00	Various 1.25%	4,970,498.06 4,979,905.87	89.92 4.41%	4,496,095.00 9,476.91	1.61% (483,810.87)	Aaa / AA+ AAA	3.34 3.20
912828Z78	US Treasury Note 1.500% Due 01/31/2027	4,500,000.00	Various 2.15%	4,367,285.16 4,400,624.41	90.58 4.37%	4,076,190.00 28,156.08	1.47% (324,434.41)	Aaa / AA+ AAA	3.59 3.40
91282CEN7	US Treasury Note 2.750% Due 04/30/2027	7,000,000.00	Various 3.55%	6,761,484.38 6,803,414.35	94.46 4.33%	6,612,536.00 32,432.06	2.37% (190,878.35)	Aaa / AA+ AAA	3.84 3.57
91282CEW7	US Treasury Note 3.250% Due 06/30/2027	9,000,000.00	Various 3.21%	9,018,066.41 9,011,219.87	96.17 4.30%	8,655,471.00 794.84	3.09% (355,748.87)	Aaa / AA+ AAA	4.00 3.70
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	10,000,000.00	Various 3.95%	10,074,062.50 10,065,798.56	99.44 4.27%	9,944,140.00 103,688.52	3.59% (121,658.56)	Aaa / AA+ AAA	4.25 3.82
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	10,000,000.00	Various 3.70%	10,078,828.13 10,071,999.25	98.60 4.22%	9,859,770.00 1,052.99	3.52% (212,229.25)	Aaa / AA+ AAA	4.51 4.08
91282CGT2	US Treasury Note 3.625% Due 03/31/2028	7,000,000.00	Various 3.58%	7,014,042.96 7,013,625.66	97.67 4.17%	6,837,033.00 63,784.15	2.46% (176,592.66)	Aaa / AA+ AAA	4.76 4.27
91282CHE4	US Treasury Note 3.625% Due 05/31/2028	2,000,000.00	06/16/2023 4.01%	1,965,703.13 1,965,911.91	97.81 4.12%	1,956,250.00 6,140.71	0.70% (9,661.91)	Aaa / AA+ AAA	4.92 4.44
TOTAL US Treasury		**104,500,000.00**	**2.60%**	**104,067,509.83** **104,163,005.85**	**4.54%**	**99,278,148.50** **453,712.87**	**35.60%** **(4,884,857.35)**	**Aaa / AA+** **AAA**	**3.23** **3.00**
TOTAL PORTFOLIO		**292,512,392.45**	**2.38%**	**293,312,538.63** **292,402,493.84**	**4.98%**	**278,736,650.68** **1,408,722.69**	**100.00%** **(13,665,843.16)**	**Aa1 / AA** **AAA**	**2.73** **2.34**
TOTAL MARKET VALUE PLUS ACCRUALS						**280,145,373.37**			

Holdings Report

As of June 30, 2023

City of Dublin Reporting Account - Account #10219

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	26,092,228.96	Various 3.26%	26,092,228.96 26,092,228.96	1.00 3.26%	26,092,228.96 195,897.03	21.73% 0.00	NR / NR NR	0.00 0.00
TOTAL LAIF		**26,092,228.96**	**3.26%**	**26,092,228.96** **26,092,228.96**	**3.26%**	**26,092,228.96** **195,897.03**	**21.73%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
Local Gov Investment Pool									
90CAMP$00	California Asset Mgmt Program CAMP	94,675,878.95	Various 5.20%	94,675,878.95 94,675,878.95	1.00 5.20%	94,675,878.95 0.00	78.27% 0.00	NR / AAA NR	0.00 0.00
TOTAL Local Gov Investment Pool		**94,675,878.95**	**5.20%**	**94,675,878.95** **94,675,878.95**	**5.20%**	**94,675,878.95** **0.00**	**78.27%** **0.00**	**NR / AAA** **NR**	**0.00** **0.00**
TOTAL PORTFOLIO		**120,768,107.91**	**4.78%**	**120,768,107.91** **120,768,107.91**	**4.78%**	**120,768,107.91** **195,897.03**	**100.00%** **0.00**	**NR / AAA** **NR**	**0.00** **0.00**
TOTAL MARKET VALUE PLUS ACCRUALS						**120,964,004.94**			



Section 5 | Transactions

Transaction Ledger

As of June 30, 2023

City of Dublin - Account #10198

March 31, 2023 through June 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/12/2023	362583AD8	625,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due: 02/16/2028	99.997	4.51%	624,982.81	0.00	624,982.81	0.00
Purchase	04/12/2023	756109AU8	960,000.00	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due: 01/15/2028	94.848	4.87%	910,540.80	8,468.00	919,008.80	0.00
Purchase	04/27/2023	880591EZ1	1,390,000.00	Tennessee Valley Authority Note 3.875% Due: 03/15/2028	100.734	3.71%	1,400,202.60	4,039.69	1,404,242.29	0.00
Purchase	04/28/2023	880591EZ1	1,255,000.00	Tennessee Valley Authority Note 3.875% Due: 03/15/2028	100.525	3.76%	1,261,588.75	3,782.43	1,265,371.18	0.00
Purchase	04/28/2023	91282CGT2	2,500,000.00	US Treasury Note 3.625% Due: 03/31/2028	100.121	3.60%	2,503,027.34	6,933.06	2,509,960.40	0.00
Purchase	05/16/2023	91282CGT2	3,000,000.00	US Treasury Note 3.625% Due: 03/31/2028	100.621	3.48%	3,018,632.81	13,668.03	3,032,300.84	0.00
Purchase	05/17/2023	58933YBH7	820,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due: 05/17/2028	99.919	4.07%	819,335.80	0.00	819,335.80	0.00
Purchase	05/17/2023	58933YBH7	495,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due: 05/17/2028	99.883	4.08%	494,420.85	0.00	494,420.85	0.00
Purchase	05/17/2023	58933YBH7	685,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due: 05/17/2028	99.875	4.08%	684,143.75	0.00	684,143.75	0.00
Purchase	05/17/2023	58933YBH7	1,500,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due: 05/17/2028	100.004	4.05%	1,500,060.00	0.00	1,500,060.00	0.00
Purchase	05/22/2023	91282CGT2	1,500,000.00	US Treasury Note 3.625% Due: 03/31/2028	99.492	3.74%	1,492,382.81	7,725.41	1,500,108.22	0.00
Purchase	05/30/2023	3137FG6X8	2,815,000.00	FHLMC K077 A2 3.85% Due: 05/25/2028	98.164	4.65%	2,763,318.36	8,730.41	2,772,048.77	0.00
Purchase	06/13/2023	89115A2M3	1,000,000.00	Toronto-Dominion Bank Note 5.156% Due: 01/10/2028	99.570	5.26%	995,700.00	21,913.00	1,017,613.00	0.00
Purchase	06/14/2023	89115A2M3	2,000,000.00	Toronto-Dominion Bank Note 5.156% Due: 01/10/2028	99.434	5.30%	1,988,680.00	44,112.44	2,032,792.44	0.00

Transaction Ledger

As of June 30, 2023

City of Dublin - Account #10198

March 31, 2023 through June 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Purchase	06/20/2023	91282CHE4	2,000,000.00	US Treasury Note 3.625% Due: 05/31/2028	98.285	4.01%	1,965,703.13	3,961.75	1,969,664.88	0.00
Subtotal			**22,545,000.00**				**22,422,719.81**	**123,334.22**	**22,546,054.03**	**0.00**
TOTAL ACQUISITIONS			**22,545,000.00**				**22,422,719.81**	**123,334.22**	**22,546,054.03**	**0.00**
DISPOSITIONS										
Sale	04/12/2023	912828V80	1,000,000.00	US Treasury Note 2.25% Due: 01/31/2024	98.070	2.32%	980,703.13	4,412.98	985,116.11	-18,751.55
Sale	04/27/2023	3133EKZK5	4,000,000.00	FFCB Note 1.6% Due: 08/14/2023	98.978	1.54%	3,959,120.00	12,977.78	3,972,097.78	-41,557.49
Sale	04/28/2023	912828WJ5	1,750,000.00	US Treasury Note 2.5% Due: 05/15/2024	97.699	1.91%	1,709,736.33	19,820.44	1,729,556.77	-50,532.69
Sale	05/11/2023	037833CU2	3,000,000.00	Apple Inc Callable Note Cont 3/11/2024 2.85% Due: 05/11/2024	97.977	2.32%	2,939,310.00	0.00	2,939,310.00	-67,598.60
Sale	05/16/2023	313383YJ4	5,000,000.00	FHLB Note 3.375% Due: 09/08/2023	99.415	2.94%	4,970,750.00	31,875.00	5,002,625.00	-36,127.26
Sale	06/14/2023	89114QCB2	2,300,000.00	Toronto Dominion Bank Note 3.25% Due: 03/11/2024	98.217	2.95%	2,258,991.00	19,310.42	2,278,301.42	-45,685.47
Sale	06/20/2023	9128282N9	2,000,000.00	US Treasury Note 2.125% Due: 07/31/2024	96.633	1.44%	1,932,656.25	16,436.46	1,949,092.71	-81,959.34
Subtotal			**19,050,000.00**				**18,751,266.71**	**104,833.08**	**18,856,099.79**	**-342,212.40**
Maturity	06/08/2023	69353RFL7	1,210,000.00	PNC Bank Callable Note Cont 5/9/2023 3.5% Due: 06/08/2023	100.000		1,210,000.00	0.00	1,210,000.00	0.00
Subtotal			**1,210,000.00**				**1,210,000.00**	**0.00**	**1,210,000.00**	**0.00**
TOTAL DISPOSITIONS			**20,260,000.00**				**19,961,266.71**	**104,833.08**	**20,066,099.79**	**-342,212.40**

Transaction Ledger

As of June 30, 2023

City of Dublin Reporting Account - Account #10219

March 31, 2023 through June 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/15/2023	90LAIF$00	174,633.46	Local Agency Investment Fund State Pool	1.000	2.88%	174,633.46	0.00	174,633.46	0.00
Purchase	04/30/2023	90CAMP$00	388,754.43	California Asset Mgmt Program CAMP	1.000	5.00%	388,754.43	0.00	388,754.43	0.00
Purchase	05/31/2023	90CAMP$00	453,077.32	California Asset Mgmt Program CAMP	1.000	5.20%	453,077.32	0.00	453,077.32	0.00
Purchase	06/30/2023	90CAMP$00	408,485.68	California Asset Mgmt Program CAMP	1.000	5.20%	408,485.68	0.00	408,485.68	0.00
Subtotal			**1,424,950.89**				**1,424,950.89**	**0.00**	**1,424,950.89**	**0.00**
Security Contribution	04/11/2023	90CAMP$00	5,000,000.00	California Asset Mgmt Program CAMP	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Security Contribution	04/18/2023	90CAMP$00	26,000,000.00	California Asset Mgmt Program CAMP	1.000		26,000,000.00	0.00	26,000,000.00	0.00
Subtotal			**31,000,000.00**				**31,000,000.00**	**0.00**	**31,000,000.00**	**0.00**
TOTAL ACQUISITIONS			**32,424,950.89**				**32,424,950.89**	**0.00**	**32,424,950.89**	**0.00**
DISPOSITIONS										
Security Withdrawal	04/25/2023	90CAMP$00	1,000,000.00	California Asset Mgmt Program CAMP	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Withdrawal	05/02/2023	90CAMP$00	2,600,000.00	California Asset Mgmt Program CAMP	1.000		2,600,000.00	0.00	2,600,000.00	0.00
Security Withdrawal	05/08/2023	90CAMP$00	1,000,000.00	California Asset Mgmt Program CAMP	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Withdrawal	05/16/2023	90CAMP$00	3,600,000.00	California Asset Mgmt Program CAMP	1.000		3,600,000.00	0.00	3,600,000.00	0.00
Security Withdrawal	05/23/2023	90CAMP$00	8,500,000.00	California Asset Mgmt Program CAMP	1.000		8,500,000.00	0.00	8,500,000.00	0.00
Security Withdrawal	06/07/2023	90CAMP$00	1,000,000.00	California Asset Mgmt Program CAMP	1.000		1,000,000.00	0.00	1,000,000.00	0.00

Transaction Ledger

As of June 30, 2023

City of Dublin Reporting Account - Account #10219

March 31, 2023 through June 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Security Withdrawal	06/20/2023	90CAMP$00	500,000.00	California Asset Mgmt Program CAMP	1.000		500,000.00	0.00	500,000.00	0.00
Subtotal			**18,200,000.00**				**18,200,000.00**	**0.00**	**18,200,000.00**	**0.00**
TOTAL DISPOSITIONS			**18,200,000.00**				**18,200,000.00**	**0.00**	**18,200,000.00**	**0.00**

Important Disclosures

As of June 30, 2023

2023 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Source ICE Data Indices, LLC ("ICE"), used with permission. ICE permits use of the ICE indices and related data on an "as is" basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an "as is" basis and licensee's use it at licensee's own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend chandler asset management, or any of its products or services.

This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Benchmark Disclosures

As of June 30, 2023

ICE BofA 1-5 Yr US Treasury & Agency Index*

The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

Transaction Ledger

As of June 30, 2023

City of Dublin - Account #10198

March 31, 2023 through June 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/12/2023	362583AD8	625,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due: 02/16/2028	99.997	4.51%	624,982.81	0.00	624,982.81	0.00
Purchase	04/12/2023	756109AU8	960,000.00	Realty Income Corp Callable Note Cont 10/15/2027 3.65% Due: 01/15/2028	94.848	4.87%	910,540.80	8,468.00	919,008.80	0.00
Purchase	04/27/2023	880591EZ1	1,390,000.00	Tennessee Valley Authority Note 3.875% Due: 03/15/2028	100.734	3.71%	1,400,202.60	4,039.69	1,404,242.29	0.00
Purchase	04/28/2023	880591EZ1	1,255,000.00	Tennessee Valley Authority Note 3.875% Due: 03/15/2028	100.525	3.76%	1,261,588.75	3,782.43	1,265,371.18	0.00
Purchase	04/28/2023	91282CGT2	2,500,000.00	US Treasury Note 3.625% Due: 03/31/2028	100.121	3.60%	2,503,027.34	6,933.06	2,509,960.40	0.00
Purchase	05/16/2023	91282CGT2	3,000,000.00	US Treasury Note 3.625% Due: 03/31/2028	100.621	3.48%	3,018,632.81	13,668.03	3,032,300.84	0.00
Purchase	05/17/2023	58933YBH7	820,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due: 05/17/2028	99.919	4.07%	819,335.80	0.00	819,335.80	0.00
Purchase	05/17/2023	58933YBH7	495,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due: 05/17/2028	99.883	4.08%	494,420.85	0.00	494,420.85	0.00
Purchase	05/17/2023	58933YBH7	685,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due: 05/17/2028	99.875	4.08%	684,143.75	0.00	684,143.75	0.00
Purchase	05/17/2023	58933YBH7	1,500,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due: 05/17/2028	100.004	4.05%	1,500,060.00	0.00	1,500,060.00	0.00
Purchase	05/22/2023	91282CGT2	1,500,000.00	US Treasury Note 3.625% Due: 03/31/2028	99.492	3.74%	1,492,382.81	7,725.41	1,500,108.22	0.00
Purchase	05/30/2023	3137FG6X8	2,815,000.00	FHLMC K077 A2 3.85% Due: 05/25/2028	98.164	4.65%	2,763,318.36	8,730.41	2,772,048.77	0.00
Purchase	06/13/2023	89115A2M3	1,000,000.00	Toronto-Dominion Bank Note 5.156% Due: 01/10/2028	99.570	5.26%	995,700.00	21,913.00	1,017,613.00	0.00
Purchase	06/14/2023	89115A2M3	2,000,000.00	Toronto-Dominion Bank Note 5.156% Due: 01/10/2028	99.434	5.30%	1,988,680.00	44,112.44	2,032,792.44	0.00

Transaction Ledger

As of June 30, 2023

City of Dublin - Account #10198

March 31, 2023 through June 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Purchase	06/20/2023	91282CHE4	2,000,000.00	US Treasury Note 3.625% Due: 05/31/2028	98.285	4.01%	1,965,703.13	3,961.75	1,969,664.88	0.00
Subtotal			**22,545,000.00**				**22,422,719.81**	**123,334.22**	**22,546,054.03**	**0.00**
TOTAL ACQUISITIONS			**22,545,000.00**				**22,422,719.81**	**123,334.22**	**22,546,054.03**	**0.00**
DISPOSITIONS										
Sale	04/12/2023	912828V80	1,000,000.00	US Treasury Note 2.25% Due: 01/31/2024	98.070	2.32%	980,703.13	4,412.98	985,116.11	-18,751.55
Sale	04/27/2023	3133EKZK5	4,000,000.00	FFCB Note 1.6% Due: 08/14/2023	98.978	1.54%	3,959,120.00	12,977.78	3,972,097.78	-41,557.49
Sale	04/28/2023	912828WJ5	1,750,000.00	US Treasury Note 2.5% Due: 05/15/2024	97.699	1.91%	1,709,736.33	19,820.44	1,729,556.77	-50,532.69
Sale	05/11/2023	037833CU2	3,000,000.00	Apple Inc Callable Note Cont 3/11/2024 2.85% Due: 05/11/2024	97.977	2.32%	2,939,310.00	0.00	2,939,310.00	-67,598.60
Sale	05/16/2023	313383YJ4	5,000,000.00	FHLB Note 3.375% Due: 09/08/2023	99.415	2.94%	4,970,750.00	31,875.00	5,002,625.00	-36,127.26
Sale	06/14/2023	89114QCB2	2,300,000.00	Toronto Dominion Bank Note 3.25% Due: 03/11/2024	98.217	2.95%	2,258,991.00	19,310.42	2,278,301.42	-45,685.47
Sale	06/20/2023	9128282N9	2,000,000.00	US Treasury Note 2.125% Due: 07/31/2024	96.633	1.44%	1,932,656.25	16,436.46	1,949,092.71	-81,959.34
Subtotal			**19,050,000.00**				**18,751,266.71**	**104,833.08**	**18,856,099.79**	**-342,212.40**
Maturity	06/08/2023	69353RFL7	1,210,000.00	PNC Bank Callable Note Cont 5/9/2023 3.5% Due: 06/08/2023	100.000		1,210,000.00	0.00	1,210,000.00	0.00
Subtotal			**1,210,000.00**				**1,210,000.00**	**0.00**	**1,210,000.00**	**0.00**
TOTAL DISPOSITIONS			**20,260,000.00**				**19,961,266.71**	**104,833.08**	**20,066,099.79**	**-342,212.40**

Transaction Ledger

As of June 30, 2023

City of Dublin Reporting Account - Account #10219

March 31, 2023 through June 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/15/2023	90LAIF$00	174,633.46	Local Agency Investment Fund State Pool	1.000	2.88%	174,633.46	0.00	174,633.46	0.00
Purchase	04/30/2023	90CAMP$00	388,754.43	California Asset Mgmt Program CAMP	1.000	5.00%	388,754.43	0.00	388,754.43	0.00
Purchase	05/31/2023	90CAMP$00	453,077.32	California Asset Mgmt Program CAMP	1.000	5.20%	453,077.32	0.00	453,077.32	0.00
Purchase	06/30/2023	90CAMP$00	408,485.68	California Asset Mgmt Program CAMP	1.000	5.20%	408,485.68	0.00	408,485.68	0.00
Subtotal			**1,424,950.89**				**1,424,950.89**	**0.00**	**1,424,950.89**	**0.00**
Security Contribution	04/11/2023	90CAMP$00	5,000,000.00	California Asset Mgmt Program CAMP	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Security Contribution	04/18/2023	90CAMP$00	26,000,000.00	California Asset Mgmt Program CAMP	1.000		26,000,000.00	0.00	26,000,000.00	0.00
Subtotal			**31,000,000.00**				**31,000,000.00**	**0.00**	**31,000,000.00**	**0.00**
TOTAL ACQUISITIONS			**32,424,950.89**				**32,424,950.89**	**0.00**	**32,424,950.89**	**0.00**
DISPOSITIONS										
Security Withdrawal	04/25/2023	90CAMP$00	1,000,000.00	California Asset Mgmt Program CAMP	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Withdrawal	05/02/2023	90CAMP$00	2,600,000.00	California Asset Mgmt Program CAMP	1.000		2,600,000.00	0.00	2,600,000.00	0.00
Security Withdrawal	05/08/2023	90CAMP$00	1,000,000.00	California Asset Mgmt Program CAMP	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Withdrawal	05/16/2023	90CAMP$00	3,600,000.00	California Asset Mgmt Program CAMP	1.000		3,600,000.00	0.00	3,600,000.00	0.00
Security Withdrawal	05/23/2023	90CAMP$00	8,500,000.00	California Asset Mgmt Program CAMP	1.000		8,500,000.00	0.00	8,500,000.00	0.00
Security Withdrawal	06/07/2023	90CAMP$00	1,000,000.00	California Asset Mgmt Program CAMP	1.000		1,000,000.00	0.00	1,000,000.00	0.00

Transaction Ledger

As of June 30, 2023

City of Dublin Reporting Account - Account #10219

March 31, 2023 through June 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Security Withdrawal	06/20/2023	90CAMP$00	500,000.00	California Asset Mgmt Program CAMP	1.000		500,000.00	0.00	500,000.00	0.00
Subtotal			**18,200,000.00**				**18,200,000.00**	**0.00**	**18,200,000.00**	**0.00**
TOTAL DISPOSITIONS			**18,200,000.00**				**18,200,000.00**	**0.00**	**18,200,000.00**	**0.00**

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As of June 30, 2023

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Source ICE Data Indices, LLC ("ICE"), used with permission. ICE permits use of the ICE indices and related data on an "as is" basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an "as is" basis and licensee's use it at licensee's own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend chandler asset management, or any of its products or services.

This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

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Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Benchmark Disclosures

As of June 30, 2023

ICE BofA 1-5 Yr US Treasury & Agency Index*

The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

Agenda Item 4.13

STAFF REPORT
CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Payment Issuance Report and Electronic Funds Transfers
Prepared by: Gloria Tai, Senior Finance Technician

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from June 1, 2023 – June 30, 2023, totaling $9,962,380.56 and July 1, 2023 – July 31, 2023, totaling $10,081,559.88.

STAFF RECOMMENDATION:

Receive the reports.

FINANCIAL IMPACT:

Summary of Payments Issued

Report Period	June 1, 2023 – June 30, 2023
Total Number of Payments:	250
Total Amount of Payments:	$9,962,380.56

Report Period	July 1, 2023 – July 31, 2023
Total Number of Payments:	359
Total Amount of Payments:	$10,081,559.88

DESCRIPTION:

The Payment Issuance Report (Attachment 1 and 2) provides a listing of all payments for the period beginning June 1, 2023, through July 31, 2023. 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 June 2023 and July 2023

City of Dublin
Payment Issuance Report

Print Date: 7/6/2023

Payments Dated 6/1/2023 through 6/30/2023

Date Issued	Payee	Description	Amount
6/1/2023	CALPERS	DRFA UAL LUMP SUM PAYMENT	3,460,000.00
		Payments Issued 6/1/2023 Total:	**3,460,000.00**
6/6/2023	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	143.45
6/6/2023	ADAMSON POLICE PRODUCTS	LIN'S BIKE PATROL UNIFORM	321.53
6/6/2023	ADVANCED MOBILITY GROUP	TRAFFIC SIGNAL SYSTEMS SUPPORT - FEB 2023	1,225.00
6/6/2023	ADVANCED MOBILITY GROUP	ON-CALL ENGINEERING SERVICES - MAR 2023	900.00
6/6/2023	ADVANCED MOBILITY GROUP	TRAFFIC SIGNAL SYSTEMS SUPPORT SVCS - APR 2023	252.50
6/6/2023	ADVANCED MOBILITY GROUP	ON-CALL ENGINEERING SERVICES MAY 2023	2,387.50
6/6/2023	AT&T	SERVICE TO CIVIC FIRE ALARM 05/01/23	44.40
6/6/2023	AT&T - CALNET 3	HERITAGE CENTER BACKUP	49.36
6/6/2023	BOUND TREE MEDICAL, LLC.	GLOVES	1,145.74
6/6/2023	CATHERYN M GRIER	PLANNING COMMISSION 5/23/2023	50.00
6/6/2023	CDW GOVERNMENT INC	10 ADDITIONAL ADOBE SUBSCRIPTION ANNUAL LIC.	495.60
6/6/2023	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES MAY 2023	13,623.61
6/6/2023	CINTAS CORPORATION NO.2	FIRST AID RESTOCK	67.31
6/6/2023	COMCAST	INTERNET/CABLE SVC VARIOUS CITY DEPTS	579.84
6/6/2023	DANIEL S COLLEY	PCS COMMISSION 5-15-2023	50.00
6/6/2023	DARREN PHILLIPS	HERITAGE AND CULTURAL ARTS COMMISSION 5/11/2023	50.00
6/6/2023	DESIGNED FOR OUTDOORS, LLC	DON BIDDLE: 16 HAMMOCKS	4,256.80
6/6/2023	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE SERVICES - MAY 2023	516.00
6/6/2023	DSRSD	SERVICE TO 5/14/2023	13,279.48
6/6/2023	ECESSA CORPORATION	ECESSA - NETWORK LOAD BALANCER	9,421.20
6/6/2023	ECS IMAGING INC.	CONFIGURATION OF RETENTION LASERFICHE WORKFLOW	1,400.00
6/6/2023	ENGEO INC	FALLON CROSSING GHAD PROF SERVICES	770.00
6/6/2023	ENGEO INC	FALLON VILLAGE GHAD PROF SERVICES	7,584.00
6/6/2023	ENGEO INC	SCHAEFER RANCH GHAD PROF SERVICES	4,284.03
6/6/2023	ENGEO INC	STORM RELATED HILL SLIDE PROTECTION SRVCS APR 2023	827.20
6/6/2023	ENGEO INC	STORM RELATED HILL SLIDE PROTECTION SRVCS FEB 2023	17,987.64
6/6/2023	ENGIE SERVICES U.S. INC.	SOLAR PANEL MAINTENANCE - YEAR 10 -FEB 2023	13,822.00
6/6/2023	ENGIE SERVICES U.S. INC.	SOLAR PANEL MAINTENANCE - YEAR 10 -FEB 2023	25,420.00
6/6/2023	ENTERPRISE RENT A CAR EAN SERVICES, LLC	VEHICLE RENTAL FOR SPECIAL INVESTIGATIONS	1,077.79
6/6/2023	FAIRBANK, MASLIN, MAULLIN,	DUBLIN'S 2023 COMMUNITY SURVEY	43,000.00
6/6/2023	FRANCISCO & ASSOCIATES, INC.	ACQUISITION AUDIT CFD SERVICES	16,985.00
6/6/2023	GINA MARIE GARCIA-GABRIELL	HERITAGE AND CULTURAL ARTS COMMISSION 5/11/2023	50.00
6/6/2023	GOLDEN STATE FLEET SVCS INC	TOWING SERVICE	100.00
6/6/2023	GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.	WORKSPACE PLANNING STUDY	3,832.00
6/6/2023	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES	750.00
6/6/2023	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES	750.00
6/6/2023	HAZEL WETHERFORD	ICSC MONTEREY BAY CONFERENCE	126.25
6/6/2023	GRILLAXIN BBQ SERVICE, LLC.	LUNCH FOR PART TIME STAFF TRAINING	3,848.00
6/6/2023	INNOVATION FOR GREEN ADVANCED	I-GATE ANNUAL MUNICIPAL PARTNERSHIP 2023	25,000.00
6/6/2023	JANINE THALBLUM	PLANNING COMMISSION 5/23/2023	50.00
6/6/2023	JOSEPH THOMAS WASHINGTON II	PCS COMMISSION 5/15/2023	50.00
6/6/2023	JULIA H. TOMTANIA	HERITAGE AND CULTURAL ARTS COMMISSION 5/11/2023	50.00
6/6/2023	KIMBERLY HUDSON	HERITAGE AND CULTURAL ARTS COMMISSION 5/11/2023	50.00
6/6/2023	KIMLEY-HORN AND ASSOC. INC.	ENGINEERING SERVICES APR 2023	17,612.00
6/6/2023	LAURA GAN	PCS COMMISSION 5-15-2023	50.00
6/6/2023	LINDA L DAVIS	CITATION REFUND	250.00
6/6/2023	MARC SISTO	MILEAGE APR 2023	90.39
6/6/2023	MATTHEW AINI	PLANNING COMMISSION 5/23/2023	50.00
6/6/2023	M-GROUP	PLANNING SVCS-BOULEVARD PH 1-5	5,357.50
6/6/2023	NICHOLAS OCHOA	PLANNING COMMISSION 5/23/2023	50.00
6/6/2023	NOVANI, LLC.	TRAFFIC ENGINEERING SOFTWARE SUPPORT - APR 2023	3,000.00
6/6/2023	PACIFIC SURFACING, LLC	DV0209 BALANCE REFUND	4,214.30
6/6/2023	PG&E	SERVICE TO SCH RNCH PARK 04/30/23	188.39
6/6/2023	PG&E	B6 SERVICE TO FSP 5/7/23	3,415.90
6/6/2023	PG&E	B10S SERVICE TO EGP 5/11/23	1,633.52
6/6/2023	PG&E	VAR PARK IRRIGATION 5/8/23	3,604.48
6/6/2023	PG&E	B1 SERVICE TO PASSATEMPO 04/25/23	68.20

6/6/2023	PG&E	B1 SERVICE TO SEAN DIAMOND 04/27/23	143.76
6/6/2023	PG&E	B1 SERVICE TO POSITANO IRRIG 05/01/23	152.23
6/6/2023	PG&E	B6 SERVICE TO BRAY CMMN 5/11/23	77.93
6/6/2023	PG&E	B1 SERVICE TO DEVANY 5/11/23	1.39
6/6/2023	PG&E	B1 ART LIGHT 7401 DUBLIN BLVD 5/2/23	611.92
6/6/2023	PG&E	SERVICE TO VARIOUS IRRIG 5/8/23	166.89
6/6/2023	PG&E	B1 SERVICE TO VARIOUS IRRIG 5/11/23	43.47
6/6/2023	PG&E	B1 SERVICE TO ART LIGHTING AVB 04/25/23	218.19
6/6/2023	PG&E	TC1 SERVICE TO FALLON 04/26/23	70.75
6/6/2023	PG&E	TC1 SERVICE TO 6795 DOUGHERTY 05/03/23	179.46
6/6/2023	PG&E	TC1 SERVICE TO AVB 04/28/23	69.91
6/6/2023	PG&E	TC1 SERVICE TO POSITANO 05/02/23	332.85
6/6/2023	PG&E	TC1 SERVICE TO TASSAJARA 5/10/23	105.15
6/6/2023	PG&E	TC1 SERVICE TO VARIOUS LOCATIONS 5/8/23	9,780.56
6/6/2023	PG&E	TC1 SERVICE TO 3544 DB 5/12/23	98.69
6/6/2023	PG&E	LS2-A SERVICE TO AVB 05/02/23	1,393.27
6/6/2023	PG&E	B1 SERVICE TO VARIOUS 1997-1 5/11/23	38.30
6/6/2023	PG&E	SERVICE TO IRRIG WEST	305.14
6/6/2023	PG&E	A1 SERVICE TO SR CTR 5/11/23	621.80
6/6/2023	PG&E	SERVICE TO HCP 04/30/23	2,510.09
6/6/2023	PG&E	SERVICE TO FS16 04/12/23	754.05
6/6/2023	PG&E	A6 SERVICE TO FS18 5/11/2023	540.82
6/6/2023	PG&E	SERVICE TO HPM 04/30/23	492.09
6/6/2023	RENATA FLECCHIA TYLER	PLANNING COMMISSION 5/23/2023	50.00
6/6/2023	RICHARD THORNBURY	PCS COMMISSION 5-15-2023	50.00
6/6/2023	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	CITY COPIER & PRINTER MAINTENANCE SVCE	2,341.12
6/6/2023	SHWETA AGRAWAL	HERITAGE AND CULTURAL ARTS COMMISSION 5/11/2023	50.00
6/6/2023	SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT	1,500.00
6/6/2023	STEPHEN WRIGHT	PLANNING COMMISSION 5/23/2023	50.00
6/6/2023	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	5,039.95
6/6/2023	SYED SAMEER SHABIR HAKIM	PCS COMMISSION 5-15-2023	50.00
6/6/2023	TIMEA IHAROSI	HERITAGE AND CULTURAL ARTS COMMISSION 5/11/2023	50.00
6/6/2023	T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 4/21/23	689.71
6/6/2023	T-MOBILE USA, INC.	TIMING ADVANCE	25.00
6/6/2023	TREASURER ALAMEDA COUNTY PW AGENCY-FISCAL DIVISION	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE FEB 2023	21,087.64
6/6/2023	TREASURER ALAMEDA COUNTY PW AGENCY-FISCAL DIVISION	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE MAR 2023	47,841.70
6/6/2023	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITY COUNCIL & PLNG COMM MTGS	985.25
6/6/2023	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES - MAY 2023	22,217.83
6/6/2023	U.S. POSTAL SERVICE PLEASANTON MPO	BRM ANNUAL MAINTENANCE	860.00
6/6/2023	VICKY GANNON	DV0112 BALANCE REFUND	1,559.62
6/6/2023	VP RPG DUBLIN LLC	CASH BOND RELEASE - BLDG-2019-02152	65,000.00
6/6/2023	WAHIDA I. RASHID	PLANNING COMMISSION 5/23/2023	50.00
6/6/2023	WESTEK SYSTEMS INC.	AMAG SOFTWARE MAINT & SUPPORT	2,400.00
6/6/2023	W-TRANS	ENGINEERING SERVICES - APR 2023	1,937.50
		Payments Issued 6/6/2023 Total:	**448,801.94**
6/7/2023	U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT – APR/2023	56,169.10
6/7/2023	U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT – MAY/2023	52,417.93
		Payments Issued 6/7/2023 Total:	**108,587.03**
6/8/2023	CAL PERS	PERS RETIREMENT PLAN: PE 6/2/23	87,546.95
6/8/2023	CAL PERS HEALTH PREMIUM	HEALTH INSURANCE PREMIUM - 2023	150,553.22
6/8/2023	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 6/2/23	70,819.51
6/8/2023	NOOR KAUR DHARNI	DON BIDDLE SCHOLARSHIP GRANTEE	1,000.00
		Payments Issued 6/8/2023 Total:	**309,919.68**
6/9/2023	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 6/2/23	21,839.13
6/9/2023	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 6/2/23	3,303.07
6/9/2023	I C M A 401 PLAN	DEFERRED COMP 401A: PE 6/2/23	1,328.03
6/9/2023	I C M A 457 PLAN	DEFERRED COMP 457: PE 6/2/23	30,290.02
6/9/2023	US BANK - PARS	PARS: PE 6/2/23	5,363.36

		Payments Issued 6/9/2023 Total:	**62,123.61**
6/15/2023	UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - MAY 2023	10,725.10
		Payments Issued 6/15/2023 Total:	**10,725.10**
6/19/2023	A4 PROMOTIONS & INCENTIVES	PRINTING SERVICES	1,214.64
6/19/2023	A4 PROMOTIONS & INCENTIVES	PRINTING SERVICES	93.48
6/19/2023	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	97.20
6/19/2023	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	62.32
6/19/2023	ADVANCED MOBILITY GROUP	TRANSPORTATION PLANNING SERVICES -MAY 2023	560.00
6/19/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	8,731.43
6/19/2023	ALAMEDA COUNTY CLERK	NOE ALAMO CREEK PARK	50.00
6/19/2023	ALLEN'S AUTOMOTIVE & TOWING IN	TOWING SERVICE	280.00
6/19/2023	ALPHA MEDIA LLC KKIQ/KUIC/KKKDV	REC FACILITY/EVENT(NAME IT) RADIO ADVERTISEMENT	5,000.00
6/19/2023	ALPHA MEDIA LLC KKIQ/KUIC/KKKDV	REC FACILITY/EVENT(NAME IT) RADIO ADVERTISEMENT	300.00
6/19/2023	ALPHA MEDIA LLC KKIQ/KUIC/KKKDV	REC FACILITY/EVENT(NAME IT) RADIO ADVERTISEMENT	3,250.00
6/19/2023	AMADOR VALLEY INDUSTRIES LLC	SOLID WASTE SVCS-CAMP PARKS - MAY 2023	32,241.92
6/19/2023	AMOSPRO ENTERPRISES, LLC	STATE OF THE CITY PRODUCTION	4,995.00
6/19/2023	AMY'S ENGRAVED SIGNS & AWARDS	NAMEPLATES	414.32
6/19/2023	ANGEL HOUZE CLAY ART C/O JULIE P. KARTONO	REC CLASS INSTRUCTOR	90.00
6/19/2023	ASIAN PACIFIC ISLANDER AMERICA	APAPA ASIAN HERITAGE MONTH CELEBRATION EVENT	1,414.00
6/19/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	706.95
6/19/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	267.63
6/19/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	129.99
6/19/2023	BOUND TREE MEDICAL, LLC.	GLOVES	1,145.74
6/19/2023	BRINKS, INC.	ARMORED CAR SERVICE	275.07
6/19/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	518.84
6/19/2023	CASCADIA CONSULTING GROUP, INC	SB 1383 IMPLEMENTATION ASSISTANCE	3,370.00
6/19/2023	CASCADIA CONSULTING GROUP, INC	SB 1383 IMPLEMENTATION ASSISTANCE	8,507.50
6/19/2023	CENTRO LEGAL	HUMAN SERVICE GRANT FY2022-23	1,550.84
6/19/2023	CHABOT-LAS POSITAS COLLEGE DST	HUMAN SERVICE GRANT FY2022-23	7,975.00
6/19/2023	CHABOT-LAS POSITAS COLLEGE DST	HUMAN SERVICE GRANT FY2022-23	7,076.14
6/19/2023	CHRISTINE PETIT	REC CLASS INSTRUCTOR	710.40
6/19/2023	CITY OF PLEASANTON	HUMAN SERVICES NEEDS ASSESSMENT	47,573.00
6/19/2023	CITYSERVE OF THE TRI-VALLEY	HUMAN SERVICE GRANT FY2022-23	12,500.00
6/19/2023	CIVICA LAW GROUP APC	SPECIAL COUNSEL LEGAL SERVICES	15,545.42
6/19/2023	COMCAST	CIVIC CENTER COMCAST 500M INTERNET	2,300.00
6/19/2023	CONSOR NORTH AMERICA, INC.	BRIDGE AND STRUCTURE ASSET INSPECTION	12,821.50
6/19/2023	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	GREEN STORMWATER INFRASTRUCTURE ENG SVCS	25,639.75
6/19/2023	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	PLANNING & PRELIMINARY ENGINEERING VILLAGE PARKWAY	10,274.50
6/19/2023	CUBIC ITS, INC.	TRAFFIC CAMERA - MAY 2023	380.00
6/19/2023	CUSTOM DESIGNS & SPORT INC	AWARDS	1,181.48
6/19/2023	DSRSD	SERVICE TO 5/31/2023	117,242.41
6/19/2023	DUBLIN CROSSING, LLC	DON BIDDLE COMMUNITY PARK PROJECT	1,893,403.12
6/19/2023	DUBLIN UNIFIED SCHOOL DISTRICT	AFTERSCHOOL REC AUG 2022-DEC 2022	19,295.00
6/19/2023	DUBLIN UNIFIED SCHOOL DISTRICT	PRESCHOOL AT NIELSON ELEMENTARY	6,539.50
6/19/2023	DUBLIN UNIFIED SCHOOL DISTRICT	RENTAL FEES FOR PORTABLE USE AT NIELSEN	4,874.90
6/19/2023	DUBLIN UNIFIED SCHOOL DISTRICT	RENTAL FEES AFTER SCHOOL PROG JAN 2023	21,565.00
6/19/2023	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER GYM PG&E	1,347.05
6/19/2023	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER SPURR 12/31/22-1/31/23	951.31
6/19/2023	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER SPURR 2/1/23-3/31/23	1,361.81
6/19/2023	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER PG&E 3/14/23-4/12/23	1,334.87
6/19/2023	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER SPURR MAY 3- 1 2022	80.28
6/19/2023	EAST BAY POOL SERVICE, INC.	MONTHLY POOL SERVICE - MAY 2023	10,500.00
6/19/2023	EAST BAY POOL SERVICE, INC.	MONTHLY POOL SERVICE - MURIATIC ACID	1,015.00
6/19/2023	ELECTRONIC INNOVATIONS, INC	ON-CALL INTRUSION DETECTION/ALARM SVCS	29,096.09
6/19/2023	ELECTRONIC INNOVATIONS, INC	ON-CALL INTRUSION DETECTION/ALARM SVCS	700.00
6/19/2023	ENTERPRISE RENT A CAR EAN SERVICES, LLC	TOLL	7.45
6/19/2023	ENTERPRISE RENT A CAR EAN SERVICES, LLC	TOLL	6.45
6/19/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	1,055.29
6/19/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	250.00

6/19/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	967.44
6/19/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	769.48
6/19/2023	EXPRESS SERVICES INC	PLANNING OAII TEMP LATISHA SHAW	218.40
6/19/2023	GRAY-BOWEN-SCOTT	ON-CALL ENGINEERING SVCS-CIP - MAR 2023	708.75
6/19/2023	GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.	DESIGN OF CULTURAL ARTS CENTER - APR 2023	23,190.47
6/19/2023	GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.	WORKSPACE PLANNING STUDY	5,748.00
6/19/2023	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES	3,000.00
6/19/2023	IMAGE SALES, INC.	CITY BADGE CARDS AND CARTRIDGE RIBBON	535.36
6/19/2023	IRON MOUNTAIN	POLICE RECORDS STORAGE	372.67
6/19/2023	JAM SERVICES INC	MATERIAL TO REPLACE EXIST CAMERA SYSTEM - JUN 2023	88,692.67
6/19/2023	JERROL REAVIS	PERFORMANCE AT SUMMER CONCERT SERIES - EVOLUTION	2,500.00
6/19/2023	JESSICA RADA	REFUND FOR BIKE RODEO SUPPLIES	69.14
6/19/2023	KALAMAL LLC	AMALFI FUSION OUTDOOR OPERATION GRANT	33,585.00
6/19/2023	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	13,932.49
6/19/2023	LAKESHORE PARENT, LLC	PRESCHOOL CLASSROOM CARPET & SUPPLIES	2,178.03
6/19/2023	LANLOGIC INC.	INFORMATION SYSTEMS CONSULTING SVCS	29,290.10
6/19/2023	LANLOGIC INC.	NETWORK MONITORING 24/7 FY22-23	637.50
6/19/2023	LANLOGIC INC.	LANLOGIC UMBRELLA OPEN DNS WEB PROTECTION	1,050.00
6/19/2023	LINCOLN AQUATICS INC	9056 HIGH RANGE DPD & PH COMPARATOR	36.40
6/19/2023	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	447.76
6/19/2023	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	207.76
6/19/2023	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	398.90
6/19/2023	LYNX TECHNOLOGIES, INC.	GIS CONSULTING SERVICES MAY 2023	4,350.00
6/19/2023	METRO MOBILE COMMUNICATIONS	WHELEN LIGHTS	868.35
6/19/2023	METRO SECURITY SERVICES	THE WAVE SECURITY SERVICES - APR 2023	9,600.00
6/19/2023	METRO SECURITY SERVICES	THE WAVE SECURITY SERVICES - MAY 2023	9,440.00
6/19/2023	MNS ENGINEERS, INC.	TRAFFIC SIGNAL INTERCONNECT PROJECT APR 2023	16,521.04
6/19/2023	MNS ENGINEERS, INC.	CONSTR MGMT/INSP-EV CHARGING STATIONS APR 2023	638.60
6/19/2023	MNS ENGINEERS, INC.	DON BIDDLE COMMUNITY PARK INSPECTIONS APR 2023	3,683.78
6/19/2023	NICHOLS CONSULTING ENGINEERS	DESIGN SVCS-IRON HORSE NATURE PARK	50,773.00
6/19/2023	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-DON BIDDLE COMM PARK APR 2023	19,024.00
6/19/2023	PARK ENGINEERING, INC.	ENERGY EFFICIENCY PROJECT MANAGEMENT	17,445.64
6/19/2023	PARK ENGINEERING, INC.	ENERGY EFFICIENCY PROJECT MANAGEMENT	12,785.00
6/19/2023	PLAN JPA	GENERAL LIABILITY CLAIMS - JAN 2023	213.50
6/19/2023	PLAN JPA	GENERAL LIABILITY CLAIMS - FEB 2023	930.47
6/19/2023	PLAN JPA	GENERAL LIABILITY CLAIMS - MAR 2023	2.00
6/19/2023	PLAN JPA	GENERAL LIABILITY CLAIMS - APR 2023	2,566.21
6/19/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	274.60
6/19/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	161.58
6/19/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	77.56
6/19/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	279.30
6/19/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	196.10
6/19/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	217.16
6/19/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	247.74
6/19/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	197.50
6/19/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	1,128.80
6/19/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	346.88
6/19/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	159.72
6/19/2023	PRECISION CONCRETE CUTTING	SIDEWALK INSPECTION & CONCRETE CUTTING MAY 2023	71,666.50
6/19/2023	PRIME TIME ENTERTAINMENT	SOUND EQUIPMENT RENTAL-SPECIAL EVENTS	6,400.00
6/19/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SENIOR - MAY 2023	91.75
6/19/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC - MAY 2023	50.59
6/19/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CIVIC - MAY 2023	94.93
6/19/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES WAVE MAY 2023	58.63
6/19/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON - MAY 2023	85.98
6/19/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD - MAY 2023	49.97
6/19/2023	QUADIENT FINANCE USA, INC.	POSTAGE	250.00
6/19/2023	QUADIENT LEASING USA, INC.	NEOPOST MAIL MACHINE LEASE APR-JUL 2023	1,073.36
6/19/2023	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	529.38
6/19/2023	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	1,037.34
6/19/2023	ROBIN SANDY CRANFORD	REC CLASS INSTRUCTOR	1,092.00

6/19/2023	RON HSI TRI-VALLEY AIKIDO	REC CLASS INSTRUCTOR	345.60
6/19/2023	SAFECHECKS	CHECK STOCK 62000-63999	647.69
6/19/2023	SELECT IMAGING	IPAD/LAPTOP SLEEVES - BRANDED	526.17
6/19/2023	SENIOR SUPPORT PROGRAM OF THE TRI-VALLEY	HUMAN SERVICE GRANT FY2022-23	13,908.39
6/19/2023	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	PRINTER INK	15.00
6/19/2023	SHIR MARTIAL ARTS EMPOWER MARTIAL ARTS	REC CLASS INSTRUCTOR	312.90
6/19/2023	SHUMS CODA ASSOCIATES INC	PLAN REVIEW SERVICES - MAY 2023	472.50
6/19/2023	SIERRA DISPLAY, INC.	CITY BANNER PROGRAM - MILITARY BANNERS	2,999.05
6/19/2023	SISTER CITIES INTERNATIONAL	FY 23 - 24 MEMBERSHIP DUES	810.00
6/19/2023	SMART WAVE TECHNOLOGIES, LLC	ANNUAL SUPPORT FOR DOWNTOWN DUBLIN WIFI NETWORK	13,987.00
6/19/2023	SPECTRUM COMMUNITY SVCS INC.	HUMAN SERVICES GRANT	1,432.50
6/19/2023	ST. FRANCIS ELECTRIC, LLC.	CONDUIT INSTALLATION	279,292.40
6/19/2023	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	145.41
6/19/2023	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	1,217.78
6/19/2023	STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIR	977.25
6/19/2023	STRAWN CONSTRUCTION, INC.	CULTURAL ARTS REMODEL & CIVIC CTR IMPROV	238,355.00
6/19/2023	SUAREZ & MUNOZ CONSTRUCTION	FALLON SPORTS PARK-PH 3 CONSTRUCTION	211,483.70
6/19/2023	SWANK MOTION PICTURES INC	MOVIE LICENSES FOR PICNIC FLIX	4,465.00
6/19/2023	THE CONSTRUCTION ZONE, LLC	RETIREE STREET SIGN	49.61
6/19/2023	THE CONSTRUCTION ZONE, LLC	RETIREE STREET SIGN	49.61
6/19/2023	TRB AND ASSOCIATES, INC.	PLAN REVIEW & INSPECTION SERVICES - MAY 2023	49,630.00
6/19/2023	TREASURER ALAMEDA COUNTY	RETURN ASSET SEIZURE FUND D21-00152	1,313.90
6/19/2023	TREASURER ALAMEDA COUNTY	RETURN ASSET SEIZURE FUND CASE: D20-01561	905.64
6/19/2023	TREASURER ALAMEDA COUNTY	JAIL ACCESS FEES	5,665.00
6/19/2023	TRI-VALLEY HAVEN FOR WOMEN	HUMAN SERVICE GRANT FY2022-23	11,675.00
6/19/2023	TRI-VALLEY HAVEN FOR WOMEN	HUMAN SERVICE GRANT FY2022-23	12,000.00
6/19/2023	UNIVAR SOLUTIONS	THE WAVE POOL CHEMICALS	2,385.37
6/19/2023	VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	648.00
6/19/2023	VERIZON WIRELESS	VERIZON	386.72
6/19/2023	VERIZON WIRELESS	VERIZON	1,900.52
6/19/2023	WC3-WEST COAST CODE CONSULTANT	EPROCESS360 SUBSCRIPTION FEE - FOR PERIOD MAY 2023	14,010.00
6/19/2023	WEE HOOP, INC.	REC CLASS INSTRUCTOR	638.40
6/19/2023	WHENTOWORK, INC.	ONLINE SCHEDULING AT WHENTOWORK UPGRADE TO 350	390.00
6/19/2023	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	COMMUNITY WORKFORCE ADMIN SERVICES - APR 2023	3,200.95
6/19/2023	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	TAKS ORDER 1 SIGNAL COMM UPGRADE - DEC 2022	683.62
6/19/2023	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	TAKS ORDER 1 SIGNAL COMM UPGRADE - APR 2023	463.50
6/19/2023	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	TAKS ORDER 1 SIGNAL COMM UPGRADE -MAY 2023	2,190.01
6/19/2023	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	3,143.40
		Payments Issued 6/19/2023 Total:	**3,655,737.46**
6/20/2023	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - MAY 2023	13,907.73
6/20/2023	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - MAY 2023	2,022.12
		Payments Issued 6/20/2023 Total:	**15,929.85**
6/26/2023	CAL PERS	PERS RETIREMENT PLAN: PE 6/16/23	89,763.81
6/26/2023	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 6/16/23	76,477.50
		Payments Issued 6/26/2023 Total:	**166,241.31**
6/27/2023	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 6/16/23	22,831.25
6/27/2023	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 6/16/23	3,363.07
6/27/2023	I C M A 401 PLAN	DEFERRED COMP 401A: PE 6/16/23	1,328.03
6/27/2023	I C M A 457 PLAN	DEFERRED COMP 457: PE 6/16/23	29,867.47
6/27/2023	US BANK - PARS	PARS: PE 6/16/23	9,405.49
		Payments Issued 6/27/2023 Total:	**66,795.31**
6/28/2023	4LEAF INC.	BLDG INSPECTIONS & PLAN CHECK SVCS	61,963.00
6/28/2023	A4 PROMOTIONS & INCENTIVES	PRINTING & BINDING: WAVE WATERPARK COUPONS	1,982.64
6/28/2023	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	60.32
6/28/2023	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	102.20
6/28/2023	A4 PROMOTIONS & INCENTIVES	PRINTING SERVICES - PICNIC FLIX SIGNAGE	651.30
6/28/2023	A4 PROMOTIONS & INCENTIVES	PRINTING SERVICES - FREE SPEECH SIGNAGE	110.00

6/28/2023	ADVANCED INTEGRATED PEST MANAGEMENT	PEST CONTROL SERVICES - MAY 2023	5,060.00
6/28/2023	ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	6,748.04
6/28/2023	AMY'S ENGRAVED SIGNS & AWARDS	COUNCIL CHAMBER NAMEPLATE	48.51
6/28/2023	AMY'S ENGRAVED SIGNS & AWARDS	NAMEPLATE	28.94
6/28/2023	ANDREW POWELL	LIVESCAN REIMBURSEMENT	33.00
6/28/2023	ANTHONY VASQUEZ	DUBLIN SUMMER CONCERT SERIES	2,000.00
6/28/2023	APEX GRADING	FALLON VILLAGE GHAD SERVICES 2023	43,000.00
6/28/2023	APEX GRADING	FALLON VILLAGE GHAD SERVICES FV-22-01	600.00
6/28/2023	APEX GRADING	MAINTENANCE SVCS-SCHAEFER RANCH GHAD SR-22-06	28,000.00
6/28/2023	APEX GRADING	MAINTENANCE SVCS-SCHAEFER RANCH GHAD SR-22-01	500.00
6/28/2023	AT&T	SERVICE TO CIVIC FIRE ALARM 6/1/23	47.04
6/28/2023	AT&T	SERVICE TO PSC 06/01/23	92.53
6/28/2023	AT&T	SERVICE TO WAVE 06/12/2023	92.53
6/28/2023	AT&T	SERVICE TO SHANNON 06/12/2023	206.27
6/28/2023	AT&T	SERVICE TO SR ALARM 06/12/2023	164.80
6/28/2023	AT&T	SERVICE TO LIBRARY 911 06/14/2023	24.29
6/28/2023	AT&T	SERVICE TO CY 06/14/2023	47.04
6/28/2023	AT&T	SERVICE TO CY FAX 06/14/2023	24.29
6/28/2023	AT&T	SERVICE TO PSC FIRE ALARM 06/14/2023	47.04
6/28/2023	AT&T	SERVICE TO FSP FAX 06/14/2023	47.04
6/28/2023	AT&T	SERVICE TO FS18 06/14/2023	69.78
6/28/2023	AT&T	SERVICE TO CY 06/14/2023	229.29
6/28/2023	AT&T	SERVICE TO BLDG INSP 06/14/2023	24.29
6/28/2023	AT&T	SERVICE TO ELEVATOR 06/14/2023	92.58
6/28/2023	AT&T	SERVICE TO FS2-3 5/26/2023	290.32
6/28/2023	AT&T	SERVICE TO SHANNON FAX 5/27/2023	24.29
6/28/2023	AT&T	SERVICE TO FS16 5/27/2023	47.04
6/28/2023	AT&T	SERVICE TO CIVIC 5/27/2023	24.29
6/28/2023	AT&T	CLARK AVE 5/27/2023	24.29
6/28/2023	AT&T	PSC 600M INTERNET & VOIP SERVICES	2,052.87
6/28/2023	AT&T - CALNET 3	ASE CIRCUITS TO 5/31/23	2,327.24
6/28/2023	AT&T - CALNET 3	HERITAGE CENTER BACKUP	52.09
6/28/2023	BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICE - MAY 2023	405.42
6/28/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	157.64
6/28/2023	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES MAY 2023	4,328.23
6/28/2023	BLUEBEAM, INC.	BLUEBEAM ANNUAL MAINTENANCE FY23-24	3,270.00
6/28/2023	CA SURVEYING & DRAFTING SUPPLY	LARGE FORMAT COLOR PLOTTER SUPPLIES	177.52
6/28/2023	COMCAST	INTERNET/CABLE SVC VARIOUS CITY DEPTS	579.84
6/28/2023	COMCAST	CIVIC CENTER COMCAST 500M INTERNET	2,300.00
6/28/2023	CORODATA SHREDDING, INC.	SHRED BIN PICKUP FOR MAY 2023	196.50
6/28/2023	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	GREEN STORMWATER INFRASTRUCTURE ENG SVCS 5/31/23	20,256.00
6/28/2023	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	DUBLIN STANDARD PLANS AND DETAILS UPDATE 5/31/23	17,421.00
6/28/2023	DARREN PHILLIPS	HERITAGE AND CULTURAL ARTS COMMISSION 6/8	50.00
6/28/2023	DENALECT ALARM COMPANY	QUARTERLY ALARM CHARGE F/S 18 2023	363.00
6/28/2023	DIPIETRO & ASSOC. INC	AED COMPONENTS	337.60
6/28/2023	DIPIETRO & ASSOC. INC	ANNUAL AED PROGRAM MGMT AND OXYGEN TANK LEASES	3,174.94
6/28/2023	DIPIETRO & ASSOC. INC	AED COMPONENTS	1,345.75
6/28/2023	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE SERVICES MAR 2023	516.00
6/28/2023	DUBLIN CHEVROLET	POLICE VEHICLE MAINT & REPAIRS	1,443.18
6/28/2023	DUBLIN CHEVROLET	POLICE VEHICLE MAINT & REPAIRS	99.69
6/28/2023	DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS	2,051.25
6/28/2023	ECONOMIC & PLANNING SYSTEMS, INC.	INCLUSIONARY ZONING AND IN-LIEU FEE FEASIBILITY	7,590.00
6/28/2023	ECS IMAGING INC.	INTEGRATION OF LASERFICHE WITH ENERGOV	23,437.50
6/28/2023	ECS IMAGING INC.	LASERFICHE ANNUAL MAINTENANCE AND SUPPORT	28,040.56
6/28/2023	ENGEO INC	FALLON CROSSING GHAD PROF SERVICES 5/31/23	190.00
6/28/2023	ENGEO INC	FALLON VILLAGE GHAD PROF SERVICES 5/31/23	11,172.47
6/28/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	629.48
6/28/2023	EVERYTHING GROWS INTERIOR LANDSCAPING	INTERIOR PLANT CARE & MAINT. - 2023	212.69
6/28/2023	FLOCK GROUP INC	LICENSE PLATE READER (LPR) CAMERAS	18,250.00
6/28/2023	GOODFELLOW SEQUOIA AJV	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD PROJ	569,239.94
6/28/2023	GVP VENTURES INC	FINANCE DIRECTOR EXECUTIVE RECRUITMENT	3,913.44

6/28/2023	HEALTHEQUITY, INC.	HEALTHCARE BENFT MAY 2023,COMMUTER BENFT 2023	669.50
6/28/2023	HINDERLITER, DE LLAMAS & ASSOC	SALES TAX AUDIT CONSULTING SVCS FY23 JAN-MAR 2023	7,197.97
6/28/2023	JAM SERVICES INC	TRAFFIC SIGNAL SUPPLIES - MAY 2023	443.00
6/28/2023	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES - LIBRARY 2023	1,594.17
6/28/2023	JOLT SOFTWARE, INC.	INVENTORY SOFTWARE FOR THE WAVE	1,187.87
6/28/2023	JULIA H. TOMTANIA	HERITAGE AND CULTURAL ARTS COMMISSION 6/8	50.00
6/28/2023	KB HOME SOUTH BAY INC	DV0554 BALANCE REFUND	6,859.99
6/28/2023	KEYSER MARSTON ASSOCIATES, INC	REAL ESTATE CONSULTING SERVICES	422.90
6/28/2023	KHB LP	DV0316 BALANCE REFUND	1,901.01
6/28/2023	LSA ASSOCIATES INC.	CEQA DOC PREP FOR QUARRY LN SCHOOL PAC	2,556.25
6/28/2023	LSA ASSOCIATES INC.	CEQA DOC PREP-RIGHETTI PROPERTY STAGE 2	1,135.00
6/28/2023	MEYERS NAVE	FALLON VILLAGE GHAD PROFESSIONAL SVCS 4/30/23	4,998.00
6/28/2023	MEYERS NAVE	FALLON VILLAGE GHAD PROFESSIONAL SVCS 5/31/23	2,702.50
6/28/2023	M-GROUP	PLANNING SVCS-BOULEVARD PH 1-5	6,687.50
6/28/2023	NICHOLS CONSULTING ENGINEERS	DESIGN SVCS-IRON HORSE NATURE PARK 5/31/23	38,890.00
6/28/2023	NISHIL BALI	TRAVEL REIMBURSEMNT FOR FINANCE DIRECTOR INTERVIEW	684.87
6/28/2023	OTOCAST, LLC	HERITAGE PARK DIGITAL TOUR ANNUAL FEE	540.00
6/28/2023	PHOENIX GROUP INFO SYS.	PARKING CITATIONS COLLECTED	591.35
6/28/2023	PLAN JPA	GENERAL LIABILITY CLAIMS - MAY 2023	4,114.83
6/28/2023	PRIME TIME ENTERTAINMENT	SOUND EQUIPMENT RENTAL-SPECIAL EVENTS	1,650.00
6/28/2023	PRIME TIME ENTERTAINMENT	SOUND EQUIPMENT RENTAL-SPECIAL EVENTS	1,650.00
6/28/2023	PRO CYCLES	POLICE MOTORCYCLE MAINTENANCE	264.54
6/28/2023	PRO CYCLES	POLICE MOTORCYCLE MAINTENANCE	1,762.58
6/28/2023	PRO CYCLES	POLICE MOTORCYCLE MAINTENANCE	344.92
6/28/2023	QUENCH USA, INC.	WATER FILTER SYSTEM FOR ALL FACILITIES - 2023	835.44
6/28/2023	QUENCH USA, INC.	WATER FILTER SYSTEM FOR ALL FACILITIES - 2023	603.93
6/28/2023	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES FS 16	225.40
6/28/2023	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES FS 17	247.00
6/28/2023	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES FS 18	194.35
6/28/2023	ROSS RECREATION EQUIPMENT INC	DUMOR 58-60 - 6' BENCHES ADOPT A BENCH -MAY 2023	6,299.77
6/28/2023	RROOAR	REC CLASS INSTRUCTOR	675.00
6/28/2023	SAWSAN WOLSKI	ART SUPPLIES FOR ART BOOTH AT EVENT	610.00
6/28/2023	SPECIAL EVENTS	SPECIAL EVENT EQUIPMENT RENTAL	1,983.20
6/28/2023	SPECIAL EVENTS	SPECIAL EVENT EQUIPMENT RENTAL	2,095.25
6/28/2023	STANFORD HEALTH -VALLEYCARE OCCUPATIONAL HEALTH	TB TEST	70.00
6/28/2023	THE CONSTRUCTION ZONE, LLC	RETIREE SIGN	49.61
6/28/2023	T-MOBILE USA, INC.	PIO & PW CELL PHONE SERVICES THROUGH 5/21/23	152.41
6/28/2023	TRE CONSTRUCTION & MANAGEMENT, INC.	DV0222 BALANCE REFUND	1,393.57
6/28/2023	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED	2,765.50
6/28/2023	TREASURER ALAMEDA COUNTY	RETURN ASSET SEIZURE FUND D22-703236	13,668.82
6/28/2023	TREASURER ALAMEDA COUNTY	RETURN ASSET SEIZURE FUND CASE: D21-00182	2,795.52
6/28/2023	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES SUPPLY MAY 2023	5,135.18
6/28/2023	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES EXTRA SERVICES MAY 2023	6,118.95
6/28/2023	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER FEB 2023	726.38
6/28/2023	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER MAR 2023	726.38
6/28/2023	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER APR 2023	726.38
6/28/2023	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER MAY 2023	726.38
6/28/2023	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER MAY 2023	726.38
6/28/2023	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER AUG 2022	726.38
6/28/2023	WILLDAN FINANCIAL SERVICES	PUBLIC FACILITIES STUDY	2,405.00
6/28/2023	WILLDAN HOMELAND SOLUTIONS	ENERGY EFFICIENCY/INFRASTRUCTURE IMPROVEMENTS	627,427.50
		Payments Issued 6/28/2023 Total:	**1,647,097.26**
6/29/2023	UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - 2023	10,422.01
		Payments Issued 6/29/2023 Total:	**10,422.01**

Grand Total for Payments Dated 6/1/2023 through 6/30/2023: 9,962,380.56

Total Number of Payments Issued: 250

City of Dublin
Payment Issuance Report

Print Date: 8/1/2023

Payments Dated 7/1/2023 through 7/31/2023

Date Issued	Payee	Description	Amount
7/3/2023	CAL PERS	ADMIN FEE	200.00
		Payments Issued 7/3/2023 Total:	**200.00**
7/5/2023	ADC CONSTRUCTION MANAGEMENT	CONTRACT RETENTION	1,406.71
7/5/2023	ADC CONSTRUCTION MANAGEMENT	CONTRACT RETENTION	206,867.22
		Payments Issued 7/5/2023 Total:	**208,273.93**
7/6/2023	4LEAF INC.	BUILDING INSPECTION FOR BLDG-2021-01329 MAY 2023	133.00
7/6/2023	A4 PROMOTIONS & INCENTIVES	PRINTING SERVICES	197.85
7/6/2023	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	97.36
7/6/2023	AASKA PATEL	REC CLASS INSTRUCTOR	2,870.40
7/6/2023	ADVAITH KRISHNA ANOOP KRISHNA	PCS COMMISSION 6/19	50.00
7/6/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	1,814.40
7/6/2023	ALLISON KELLY PASCHAL-HUNTER	HERITAGE AND CULTURAL ARTS COMMISSION 6/8	50.00
7/6/2023	ALPHA MEDIA LLC KKIQ/KUIC/KKKDV	REC FACILITY/EVENT(NAME IT) RADIO ADVERTISEMENT	300.00
7/6/2023	AMOBIUS GROUP INC.	PASSPORT ONLINE SCHEDULING	900.00
7/6/2023	AT&T - CALNET 3	SHANNON CENTER ALARM 9391063350	23.90
7/6/2023	AT&T - CALNET 3	HERITAGE 9391018979	24.29
7/6/2023	BAY ISLAND OFFICIAL ASSOC	SPORTS OFFICIATING SERVICES	3,614.00
7/6/2023	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE 3 MAY 2023	3,181.68
7/6/2023	BKF ENGINEERS	ANNUAL STREET RESURFACING PROJECT MAR 2023	2,831.00
7/6/2023	BKF ENGINEERS	TASSAJARA RD GAP CLOSURE PROJECT APR 2023	10,165.87
7/6/2023	BPXPRESS	WALLIS RANCH BID SET PLANS/SPEC -PRINTING JUN 2023	275.07
7/6/2023	BYOG	REC STAFF UNIFORMS & PROGRAM SHIRTS	889.80
7/6/2023	CALEHS ATTN: JOE MOULTON	DESIGNATED UST OPERATOR INSP. SVCS JUN 2023	300.00
7/6/2023	CALLANDER ASSOCIATES INC.	WALLIS RANCH PARK DESIGN SERVICES APR 2023	2,496.27
7/6/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	583.48
7/6/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	536.76
7/6/2023	CHRISTINE PETIT	REC CLASS INSTRUCTOR	1,233.60
7/6/2023	CODE FOR FUN	REC CLASS INSTRUCTOR	206.50
7/6/2023	CONSOR NORTH AMERICA, INC.	PS&E FOR ST. AND PERSIMMON DR PEDEST PATH APR 2023	40,272.00
7/6/2023	CONTRA COSTA CO.-PUBLIC WORKS	DESIGN/ ENVIRO SVCS-TASSAJARA RD REALIGN DEC 2022	11,804.88
7/6/2023	CONTRA COSTA CO.-PUBLIC WORKS	DESIGN/ ENVIRO SVCS-TASSAJARA RD REALIGN MAR 2023	46,851.97
7/6/2023	COULSON & ASSOCIATES	JORDAN RANCH NEIGHBORHOOD SQUARE JAN 2023	285.00
7/6/2023	COULSON & ASSOCIATES	JORDAN RANCH NEIGHBORHOOD SQUARE MAR 2023	2,850.00
7/6/2023	COULSON & ASSOCIATES	JORDAN RANCH NEIGHBORHOOD SQUARE APR 2023	950.00
7/6/2023	DAHLIN GROUP INC	ACCIDENT REPAIR (CLAIM #27370A9 CONSTRUCT MAR 2023	948.75
7/6/2023	DAHLIN GROUP INC	ACCIDENT REPAIR (CLAIM #27370A9) CONST. MAY 2023	531.25
7/6/2023	DANIEL S COLLEY	PCS COMMISSION 6/19	50.00
7/6/2023	DAVID L. GATES & ASSOCIATES, INC.	ALAMO CREEK FENCE DESIGN SERVICES APR 2023	320.00
7/6/2023	DSRSD	WALLIS RANCH PLAN REVIEW FEE - MAY 2023	13,950.00
7/6/2023	DSRSD	ON-SITE 24HR PRESSURE TEST POTABLE WATER WALLIS RN	1,154.00
7/6/2023	DSRSD	WALLIS RANCH PLAN REVIEW ADD STAFF TIME -MAY 2023	80.10
7/6/2023	DUBLIN CHAMBER OF COMMERCE	CONGRESSMAN DESAULNIER BUSINESS MEETING	100.00
7/6/2023	DUBLIN CYCLERY	ELECTRIC PATROL BICYCLE (2)	5,774.82
7/6/2023	DUBLIN UNIFIED SCHOOL DISTRICT	CITY WATER (APR 1 - MAY 31, 2023)	443.10
7/6/2023	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER SPURR 4/1/23 - 5/2/23	218.55
7/6/2023	DUBLIN UNIFIED SCHOOL DISTRICT	PG&E STAGER (5/12/23 - 6/11/23)	1,253.71
7/6/2023	EAST BAY POOL SERVICE, INC.	MONTHLY POOL SERVICE	2,420.00
7/6/2023	ECS IMAGING INC.	CONFIGURATION OF RETENTION LASERFICHE WORKFLOW	840.00
7/6/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	400.00
7/6/2023	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	147.43
7/6/2023	GRAYBAR ELECTRIC COMPANY, INC.	THE WAVE EV CHARGING STATIONS MAY 2023	28,633.03
7/6/2023	GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.	DESIGN OF CULTURAL ARTS CENTER MAY 2023	25,274.32
7/6/2023	GURUS EDUCATION EAST BAY	PUBLIC SPEAKING & EFFECTIVE WR	1,309.00
7/6/2023	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES	3,000.00
7/6/2023	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES	2,975.00
7/6/2023	HAYWARD RUBBER STAMP CO INC	RUBBER STAMPS	111.14

7/6/2023	HIVELY	HUMAN SERVICE GRANT FY2022-23	5,500.00
7/6/2023	HIVELY	HUMAN SERVICE GRANT FY2022-23	11,575.00
7/6/2023	HIVELY	HUMAN SERVICE GRANT FY2022-23	11,612.00
7/6/2023	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 6/30/23	81,335.90
7/6/2023	KIM KWAN	DV BALANCE REFUND	1,598.47
7/6/2023	KITTELSON & ASSOCIATES, INC.	TRAFFIC ANAYLYSIS HACIENDA CROSSINGS APR 2023	1,702.50
7/6/2023	KNORR SYSTEMS, INC.	ANNUAL HEATER SERVICE	1,257.19
7/6/2023	L.N. CURTIS AND SONS	DPS ROCKERS	447.17
7/6/2023	LAURA GAN	PCS COMMISSION 6/19	50.00
7/6/2023	LINCOLN AQUATICS INC	CHEMICAL TESTING SUPPLIES	36.40
7/6/2023	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	225.26
7/6/2023	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	214.34
7/6/2023	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL CROSSING DESIGN SVCS MAY 2023	2,860.26
7/6/2023	MATTHEW T GILLER	PCS COMMISSION 6/19	50.00
7/6/2023	MCE CORPORATION	MAINTENANCE SERVICES - APR 2023	535,664.92
7/6/2023	MEYERS NAVE	FOR PROFESSIONAL SERVICES RENDERED THROUGH FEB 2023	69,927.85
7/6/2023	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD APR 2023	68,387.48
7/6/2023	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD MAR 2023	60,957.28
7/6/2023	NATIONAL EMBLEM, INC	NEW DPS PATCHES	2,780.82
7/6/2023	NEVCO SPORTS, LLC.	SCOREBOARD POWER CORD	61.93
7/6/2023	NICOLE WANZENRIED	MILEAGE REIMBURSEMENT MAY 2023	56.85
7/6/2023	NOVANI, LLC.	TRAFFIC ENGINEERING SOFTWARE SUPPORT OCT 2023	2,611.00
7/6/2023	ONE WORKPLACE L. FERRARI LLC	CORP YARD FURNITURE & DESIGN - JUN 2023	12,540.94
7/6/2023	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-DON BIDDLE COMM PARK MAY 2023	10,462.00
7/6/2023	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-FALLON SPORTS PARK PH3 MAY 2023	10,314.50
7/6/2023	PG&E	B1 IRRIG 2979 THREE CASTLES 5/29/23	29.29
7/6/2023	PG&E	B10S SERVICE TO CIVIC CENTER 5/15/23	3,648.06
7/6/2023	PG&E	SERVICE TO CORP YARD 5/31/2023	1,491.29
7/6/2023	PG&E	GNR1 SERVICE TO SHANNON CENTER 5/31/23	123.33
7/6/2023	PG&E	B6 SERVICE TO SCH RNCH PARK 5/30/23	241.84
7/6/2023	PG&E	B1 SERVICE TO PASSATEMPO 05/24/23	64.85
7/6/2023	PG&E	B1 SERVICE TO SEAN DIAMOND 5/29/23	162.43
7/6/2023	PG&E	B1 SERVICE TO POSITANO IRRIG 5/31/23	182.02
7/6/2023	PG&E	B1 7341 ROSAMOND HILLS CT 6/6/23	8.86
7/6/2023	PG&E	B1 ART LIGHT 7401 DUBLIN BLVD 6/1/23	271.25
7/6/2023	PG&E	B1 SERVICE TO ART LIGHTING AVB 5/24/23	209.98
7/6/2023	PG&E	SERVICE TO PSC 5/15/23	4,333.83
7/6/2023	PG&E	A6 SERVICE TO FS17 6/6/23	186.16
7/6/2023	PG&E	TC1 SERVICE TO FALLON 5/25/23	68.57
7/6/2023	PG&E	TC1 SERVICE TO FALLON 5/25/23	76.82
7/6/2023	PG&E	TC1 SERVICE TO 6795 DOUGHERTY 6/2/23	183.90
7/6/2023	PG&E	TC1 SERVICE TO AVB 5/30/23	74.29
7/6/2023	PG&E	TC1 SERVICE TO POSITANO 6/1/23	312.35
7/6/2023	PG&E	TC1 SERVICE TO DB 6/6/23	83.93
7/6/2023	PG&E	LS2-A SERVICE TO AVB 6/1/23	1,389.70
7/6/2023	PG&E	LS2-A SERVICE TO ARN & MART 5/16/23	77.37
7/6/2023	PG&E	LS2-A SERVICE TO CENTRAL 5/16/23	11.01
7/6/2023	PG&E	SERVICE TO WAVE 6/6/23	23,091.25
7/6/2023	PG&E	SERVICE TO HCP 5/30/23	2,087.95
7/6/2023	PG&E	LS2-A SERVICE TO AVELLINA 5/12/23	316.16
7/6/2023	PG&E	B1 SERVICE TO PSC 5/15/23	3,112.48
7/6/2023	PG&E	A6 SERVICE TO FS16 5/11/23	422.02
7/6/2023	PG&E	B6 SERVICE TO LIBRARY 5/31/23	25,753.96
7/6/2023	PG&E	SERVICE TO HPM 5/30/23	416.05
7/6/2023	PRATYUSH BHATIA	EMPLOYEE REIMBURSEMENT	40.00
7/6/2023	PRO CYCLES	POLICE MOTORCYCLE MAINTENANCE	1,134.25
7/6/2023	RES ENVIRONMENTAL OPERATING CO	ENVIRONMENTAL MITIGATION SERVICES MAR 2023	774,007.00
7/6/2023	RICHARD THORNBURY	PCS COMMISSION 6/19	50.00
7/6/2023	ROMO STUDIOS, LLC.	HERITAGE PARK PUBLIC ART PROJECT	20,000.00

7/6/2023	RRM DESIGN GROUP, A CA CORP	UPDATE CITY'S ADU PROTOTYPE PLANS	440.00
7/6/2023	RRM DESIGN GROUP, A CA CORP	UPDATE CITY'S ADU PROTOTYPE PLANS	5,842.50
7/6/2023	RROOAR	REC CLASS INSTRUCTOR	5,344.80
7/6/2023	SF BAY RESOURCES	REC CLASS INSTRUCTOR	336.00
7/6/2023	SHALINI REDDY	MILEAGE REIMBURSEMENT MAY 2023	22.86
7/6/2023	SHWETA AGRAWAL	HERITAGE AND CULTURAL ARTS COMMISSION 6/8	50.00
7/6/2023	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN APR 2023	2,242.95
7/6/2023	SWINERTON MANAGEMENT AND CONSULTING	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER MAY 2023	60,886.00
7/6/2023	SYED SAMEER SHABIR HAKIM	PCS COMMISSION 6/19	50.00
7/6/2023	TIMEA IHAROSI	HERITAGE AND CULTURAL ARTS COMMISSION 6/8	50.00
7/6/2023	T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 5/20/23	689.71
7/6/2023	UNIVAR SOLUTIONS	THE WAVE POOL CHEMICALS	2,639.80
7/6/2023	VIDYA PILLAI	REC CLASS INSTRUCTOR	5,544.00
7/6/2023	WILLDAN ENERGY SOLUTIONS	HVAC SETPOINT POLICY DEVELOPMENT SERVICES	25,971.00
7/6/2023	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	COMMUNITY WORKFORCE ADMIN SERVICES MAY 2023	1,478.02
7/6/2023	W-TRANS	DEVELOPMENT TRANSPORTATION REVIEW APR 2023	2,396.25
7/6/2023	W-TRANS	BASIS SCHOOL TRAFFIC STUDY MAY 2023	1,155.00
7/6/2023	W-TRANS	ENGINEERING SERVICES MAY 2023	4,053.82
		Payments Issued 7/6/2023 Total:	**2,100,808.30**
7/7/2023	CHICAGO TITLE COMPANY	FIRST TIME HOMEBUYER LOAN PROGRAM	40,000.00
7/7/2023	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 6/30/23	24,174.86
		Payments Issued 7/7/2023 Total:	**64,174.86**
7/10/2023	AASKA PATEL	REC CLASS INSTRUCTOR	6,099.60
7/10/2023	ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	REC CLASS INSTRUCTOR	2,850.00
7/10/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	54,208.18
7/10/2023	ALAMEDA COUNTY LAFCO	LAFCO APPORTIONMENT FOR FY 23-24	4,441.00
7/10/2023	ALPHA MEDIA LLC KKIQ/KUIC/KKKDV	REC FACILITY/EVENT(NAME IT) RADIO ADVERTISEMENT	300.00
7/10/2023	ANGEL HOUZE CLAY ART C/O JULIE P. KARTONO	REC CLASS INSTRUCTOR	1,650.00
7/10/2023	BADAWI & ASSOCIATES	FINANCIAL AUDIT SERVICES FOR FY22-23	22,468.50
7/10/2023	BKF ENGINEERS	TASSAJARA RD GAP CLOSURE PROJECT MAY 2023	11,585.25
7/10/2023	BLACKBRIDGE CONSULTING INC	SMALL BUSINESS NAVIGATOR CONSULTANT	1,644.30
7/10/2023	BRAS & MATTOS MONUMENT COMPANY	HERITAGE MEMORIAL PROGRAM SUPPLIES AND ITEMS	8,325.00
7/10/2023	BRAS & MATTOS MONUMENT COMPANY	HERITAGE MEMORIAL PROGRAM SUPPLIES AND ITEMS	1,300.00
7/10/2023	CAL PERS	PERS RETIREMENT PLAN: PE 6/30/23	94,050.79
7/10/2023	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	4,550.00
7/10/2023	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	6,994.80
7/10/2023	CIVICA LAW GROUP APC	SPECIAL COUNSEL LEGAL SERVICES	1,998.90
7/10/2023	CIVICWELL	CLIMATE ACTION PLAN SUPPORT 6/2023	7,250.00
7/10/2023	CONSOR NORTH AMERICA, INC.	PS&E FOR ST. AND PERSIMMON DR PEDEST PATH MAY 2023	29,114.00
7/10/2023	DIABLO PUBLICATIONS	DIABLO MAGAZINE ADVERTISEMENT	4,995.00
7/10/2023	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE SERVICES JUN 2023	516.00
7/10/2023	EVERPRO KIDS	REC CLASS INSTRUCTOR	3,641.40
7/10/2023	FEDEX	FARMERS MARKET SIGNAGE DELIVERY FEE	82.00
7/10/2023	GOODWIN CONSULTING GROUP, INC.	BONDS CONTINUING DISCLOSURE	910.00
7/10/2023	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 6/30/23	4,363.07
7/10/2023	I C M A 401 PLAN	DEFERRED COMP 401A: PE 6/30/23	1,328.03
7/10/2023	I C M A 457 PLAN	DEFERRED COMP 457: PE 6/30/23	28,655.07
7/10/2023	INCREDIFLIX, INC	REC CLASS INSTRUCTOR	6,432.84
7/10/2023	ISAIAH HASSAN CROWELL	RETURN ASSET SEIZURE FUND -CASE: D19-03963	96,195.00
7/10/2023	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES LIBRARY EXTRA SERV JUN 2023	20.89
7/10/2023	KENYATTA ALI	REC CLASS INSTRUCTOR	648.00
7/10/2023	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	1,232.90
7/10/2023	LIVERMORE VALLEY WINEGROWERS	MARKETING SPONSORSHIP FY 22-23	7,500.00
7/10/2023	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL CROSSING DESIGN SVCS MAY 2023	3,571.87
7/10/2023	MNS ENGINEERS, INC.	INSP/CONST MGMT-'21 SLURY SEAL/DUBLIN BLVD PA APR 23	159.65
7/10/2023	MNS ENGINEERS, INC.	FALLON SPORTS PARK PH3 PW INSPECTIONS APR 2023	2,554.41
7/10/2023	MNS ENGINEERS, INC.	CONSTR MGMT/INSP-EV CHARGING STATIONS MAY 2023	1,277.20

7/10/2023	MNS ENGINEERS, INC.	DON BIDDLE COMMUNITY PARK INSPECTIONS MAY 2023	2,035.54
7/10/2023	MNS ENGINEERS, INC.	INSP/CONST MGMT-'21 SLURY SEAL/DUBLIN BLV PAV MAY 2023	319.30
7/10/2023	PACIFIC LANDSCAPE SUPPLY, INC.	COMPOST FOR CARBON FARMING PILOT	1,940.25
7/10/2023	PACIFIC LANDSCAPE SUPPLY, INC.	COMPOST FOR CARBON FARMING PILOT	1,940.25
7/10/2023	PACIFIC LANDSCAPE SUPPLY, INC.	COMPOST FOR CARBON FARMING PILOT	1,035.13
7/10/2023	PAGE & TURNBULL INC	CAMP PARK SIGNS RELOCATION SERVICES	7,901.25
7/10/2023	PAGE & TURNBULL INC	CAMP PARK SIGNS RELOCATION SERVICES	3,369.45
7/10/2023	PARK ENGINEERING, INC.	CONSTR MGMT DUBLIN BLVD PAVEMENT REHAB NOV 2022	28,806.50
7/10/2023	PARK ENGINEERING, INC.	CONSTR MGMT DUBLIN BLVD PAVEMENT REHAB DEC 2022	46,038.81
7/10/2023	PAUL KENT	PERFORMER AT SUMMER CONCERT SERIES	4,000.00
7/10/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	367.90
7/10/2023	PRIME TIME ENTERTAINMENT	PERFORMER AT SUMMER CONCERT SERIES	2,500.00
7/10/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES PSC - JUN 2023	50.59
7/10/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CIVIC JUN 2023	94.93
7/10/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES WAVE JUN 2023	58.63
7/10/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SENIOR JUN 2023	91.75
7/10/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SHANNON JUN 2023	85.98
7/10/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CORP JUN 2023	49.97
7/10/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES WAVE JUN 2023	58.63
7/10/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CIVIC JUN 2023	94.93
7/10/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES PSC JUN 2023	50.59
7/10/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SHANNON JUN 2023	85.98
7/10/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CORP YARD JUN 2023	49.97
7/10/2023	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SENIOR JUN 2023	91.75
7/10/2023	R. YOUNAN LLC	REC CLASS INSTRUCTOR	11,092.20
7/10/2023	RROOAR	REC CLASS INSTRUCTOR	2,052.00
7/10/2023	SHARON IRMEN	REFUND FOR CANCELED SENIOR TRIP	80.00
7/10/2023	SKATESATIONAL	REC CLASS INSTRUCTOR	405.00
7/10/2023	SMITH ART CONSERVATION	PUBLIC ART CLEANING, REPAIR, AND CONSERVATION	1,500.00
7/10/2023	SNG & ASSOCIATES INC.	CIP BUILDING DEPT. PLAN REVIEWS FEB 2023	909.00
7/10/2023	SQUAD ESTATES SKYHAWKS TRI VALLEY EAST BAY	REC CLASS INSTRUCTOR	29,920.25
7/10/2023	STEFAN BONILLA	PERFORMER AT SUMMER CONCERT SERIES	2,000.00
7/10/2023	STORM WATER INSPECTION & MAINTENANCE SERVICES, INC	FULL TRASH CAPTURE MAINTENANCE	18,970.00
7/10/2023	STRAWN CONSTRUCTION, INC.	CULTURAL ARTS REMODEL & CIVIC CTR IMPROV	460,037.50
7/10/2023	SUAREZ & MUNOZ CONSTRUCTION	FALLON SPORTS PARK-PH 3 CONSTRUCTION	332,539.86
7/10/2023	SURF TO SNOW ENVIRONMENTAL RESOURCE MGMT, INC.	NPDES PERMIT INSPECTION/ILLICIT DISCHARGE RESPONSE	4,647.00
7/10/2023	THE ECOHERO SHOW, LLC.	SB1383 LITER REDUCTION, RECYCLING AND WASTE SORTIN	900.00
7/10/2023	THE THEATER FACTORY	REC CLASS INSTRUCTOR	1,890.00
7/10/2023	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITY COUNCIL & PLNG COMM MTGS	1,077.63
7/10/2023	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES JUN 2023	22,217.83
7/10/2023	UNIVAR SOLUTIONS	THE WAVE POOL CHEMICALS	2,385.37
7/10/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES CIVIC MAY 2023	1,432.22
7/10/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW CLEANING SERVICES CIVIC MAY 2023	1,273.08
7/10/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES LIBRARY MAY 2023	2,583.29
7/10/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES SHANNON MAY 2023	1,211.55
7/10/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERV HERITAGE MAY 2023	105.03
7/10/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES PSC MAY 2023	1,920.23
7/10/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES WAVE MAY 2023	591.98
7/10/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW CLEANING SERVICES WAVE MAY 2023	1,697.44
7/10/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES CORP MAY 2023	286.44
7/10/2023	US BANK - PARS	PARS: PE 6/30/23	9,011.59
7/10/2023	VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	3,564.00
7/10/2023	WARREN PAYLADO	REC CLASS INSTRUCTOR	5,100.00
7/10/2023	WEE HOOP, INC.	REC CLASS INSTRUCTOR	1,550.40
7/10/2023	WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE	30,203.51
7/10/2023	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	16,527.00
		Payments Issued 7/10/2023 Total:	**1,493,713.13**
7/11/2023	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - JUN 2023	13,980.18

7/11/2023	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - JUN 2023	2,067.48
		Payments Issued 7/11/2023 Total:	**16,047.66**
7/12/2023	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT INSURANCE REIMB Q3 FY 22-23	8,570.00
		Payments Issued 7/12/2023 Total:	**8,570.00**
7/18/2023	4IMPRINT INC	BRANDED GLASSES FOR SPECIAL EVENTS	2,293.96
7/18/2023	4LEAF INC.	ENGINEERING PLAN REVIEW SERVICES MAY 2023	805.00
7/18/2023	4LEAF INC.	BLDG. INSPECTION & PLAN REVIEW SERVICES JUN 2023	61,594.00
7/18/2023	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	61.92
7/18/2023	ADVANCED INTEGRATED PEST MANAGEMENT	PEST CONTROL SERVICES JUN 2023	5,060.00
7/18/2023	AECOM TECHNICAL SERVICES, INC.	CEQA PREP FOR HEXCEL REDEV	44,467.05
7/18/2023	AHMAD JAVID WARDAK ROSHAN	APPRAISAL REIMBURSEMENT	10,000.00
7/18/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	7,413.00
7/18/2023	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	ALAMEDA COUNTY ENVIRONMENTAL HEALTH PSC JUN 2023	820.00
7/18/2023	ALAMEDA COUNTY WASTE MGMT AUTH	REGIONAL MEDIA CAMPAIGN - FY 22/23 USED OIL GRANT	2,273.00
7/18/2023	AMADOR VALLEY INDUSTRIES LLC	SOLID WASTE SVCS-CAMP PARKS - JUN 2023	38,360.95
7/18/2023	AMY L. JONES	REC CLASS INSTRUCTOR	172.80
7/18/2023	AMY'S ENGRAVED SIGNS & AWARDS	NAME PLATE	28.94
7/18/2023	ANGEL HOUZE CLAY ART C/O JULIE P. KARTONO	REC CLASS INSTRUCTOR	2,121.00
7/18/2023	APEX GRADING	MAINTENANCE SVCS-SCHAEFER RANCH GHAD	5,412.58
7/18/2023	ARCHIVESOCIAL, LLC	SOCIAL SOCIAL MEDIA ARCHIVING SUBSCRIPTION FY23/24	4,188.00
7/18/2023	AT&T	SERVICE TO FS2-3 6/26/23	299.84
7/18/2023	AT&T	CLARK AVE 06/27/23	24.29
7/18/2023	AT&T	SERVICE TO CIVIC 06/12/2023	103.38
7/18/2023	AT&T - CALNET 3	ASE CIRCUITS TO 6/30/23	2,327.24
7/18/2023	AT&T - CALNET 3	HERITAGE CENTER BACKUP	52.09
7/18/2023	AZCO SUPPLY	429553 - 7B SYNC SERIAL COMM MODULE - MAR 2023	1,223.78
7/18/2023	BAY ALARM COMPANY	ALARM SERVICES - SHANNON EXTRA JUN 2023	162.02
7/18/2023	BAY ISLAND OFFICIAL ASSOC	SPORTS OFFICIATING SERVICES	3,069.00
7/18/2023	BAY ISLAND OFFICIAL ASSOC	SPORTS OFFICIATING SERVICES - YOUTH BASKETBALL	310.00
7/18/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	237.62
7/18/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	129.99
7/18/2023	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	103.23
7/18/2023	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES JUN 2023	1,727.16
7/18/2023	BOX WORLD	COMMERCIAL FACADE IMPROVEMENT GRANT	4,284.32
7/18/2023	BPXPRESS	2023 SLURRY SEAL BPX PLAN ROOM POSTING JUN 2023	142.70
7/18/2023	BRINKS, INC.	ARMORED CAR SERVICE 7/1/23 - 7/31/23	286.62
7/18/2023	CALEHS ATTN: JOE MOULTON	DESIGNATED UST OPERATOR INSP. SVCS - JUN 2023	300.00
7/18/2023	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	2,825.90
7/18/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	502.20
7/18/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	546.36
7/18/2023	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINTENANCE	524.60
7/18/2023	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	3,408.60
7/18/2023	CATHERYN M GRIER	PLANNING COMMISSION 7/11/2023	50.00
7/18/2023	CODE FOR FUN	REC CLASS INSTRUCTOR	1,652.00
7/18/2023	CONSOR NORTH AMERICA, INC.	ENGINEERING SERVICES - PLAN REVIEW MAY 2023	5,183.00
7/18/2023	CONSOR NORTH AMERICA, INC.	CARRYOVER PO 2200165 5/31/2023	3,955.50
7/18/2023	CONSOR NORTH AMERICA, INC.	BRIDGE AND STRUCTURE ASSET INSPECTION	2,944.50
7/18/2023	CONSOR NORTH AMERICA, INC.	ENGINEERING SERVICES - PLAN REVIEW APR 2023	11,708.00
7/18/2023	CONVERGEONE, INC.	CISCO SIP ROUTER FOR CIVIC CENTER	878.40
7/18/2023	DELL MARKETING L.P. C/O DELL USA L.P.	DELL LAPTOP REPAIR AND MAINTENANCE	130.36
7/18/2023	DELL MARKETING L.P. C/O DELL USA L.P.	DELL VXRAIL, IDPA SOFTWARE TRAINING CREDITS	9,950.00
7/18/2023	DEPARTMENT OF JUSTICE ACCTNG OFFICE-CASHIERING UNI	MAY 2023 FINGERPRINTING FEES	566.00
7/18/2023	DLT SOLUTIONS LLC	AUTODESK SOFTWARE ANNUAL MAINTENANCE	3,469.60
7/18/2023	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER CUSTODIAL	8,992.00
7/18/2023	DUBLIN UNIFIED SCHOOL DISTRICT	JW CUSTODIAL JAN-MAR 2023	12,632.55
7/18/2023	DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS	875.00
7/18/2023	DUTCHOVER & ASSOCIATES	ENGINEERING PLAN REVIEW SERVICES MAY 2023	57.50

7/18/2023	EMC CORPORATION	DELL IDPA BACKUP SYSTEM SUPPORT FY22/23	20,493.60
7/18/2023	ENGEO INC	SCHAEFER RANCH GHAD PROF SERVICES	12,213.10
7/18/2023	ENGEO INC	FALLON VILLAGE GHAD PROF SERVICES 6/30/2023	9,376.50
7/18/2023	ENTERPRISE RENT A CAR EAN SERVICES, LLC	VEHICLE RENTAL FOR SPECIAL INVESTIGATIONS	2,168.64
7/18/2023	EOA, INC.	EVIRON & SUS DIVISION PLAN REVIEW MAR 2023	4,333.75
7/18/2023	EOA, INC.	EVIRON & SUS DIVISION PLAN REVIEW APR 2023	1,573.75
7/18/2023	EOA, INC.	EVIRON & SUS DIVISION PLAN REVIEW MAY 2023	1,937.50
7/18/2023	EVERPRO KIDS	REC CLASS INSTRUCTOR	4,332.60
7/18/2023	EVERYTHING GROWS INTERIOR LANDSCAPING	INTERIOR PLANT CARE & MAINT. - JUL 2023	212.69
7/18/2023	FELICIA ESCOVER	MILEAGE REIMBURSEMENT	24.88
7/18/2023	GOLDEN STATE WARRIORS LLC	JR. WARRIORS JERSEYS AND COACHES SHIRTS	15,640.00
7/18/2023	GOODWIN CONSULTING GROUP, INC.	CFD SPECIAL TAX ADMINISTRATION	715.00
7/18/2023	GOODWIN CONSULTING GROUP, INC.	CFD 2017 & 2015 SERVICES AND FACILITIES	455.00
7/18/2023	GOODWIN CONSULTING GROUP, INC.	CFD SPECIAL TAX ADMINISTRATION	1,105.00
7/18/2023	GOODWIN CONSULTING GROUP, INC.	CFD SPECIAL TAX ADMINISTRATION	1,626.13
7/18/2023	GURUS EDUCATION EAST BAY	PUBLIC SPEAKING & EFFECTIVE WR	1,029.00
7/18/2023	HEALTHEQUITY, INC.	HEALTHCARE (JUN 2023) & COMM BENEFIT (JUL 2023)	664.25
7/18/2023	IRON MOUNTAIN	POLICE RECORDS STORAGE	372.67
7/18/2023	JANINE THALBLUM	PLANNING COMMISSION 7/11/2023	50.00
7/18/2023	JEAN JOSEY	LOCC BOARD & LEADERSHIP CONFERENCE REIMBURSEMENT	25.00
7/18/2023	JENNIFER BERMAN	FACILITY RENTALS DEPOSIT REFUND FOR PERMIT R7103	750.00
7/18/2023	JENNIFER JOHNSON	MILEAGE REIMBURSEMENT - JUN 2023	20.63
7/18/2023	JOHN WHITE	SIU OPERATIONS FUNDS REPLENISH	200.00
7/18/2023	KASHEF QAADRI	NATIONAL LEAGUE OF CITIES CONFERENCES	1,405.92
7/18/2023	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	3,993.60
7/18/2023	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	837.16
7/18/2023	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	8,850.58
7/18/2023	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	5,810.53
7/18/2023	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	7,855.46
7/18/2023	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	5,925.59
7/18/2023	KIMLEY-HORN AND ASSOC. INC.	HOUSING ELEMENT UPDATE CONSULTING SERVICES	1,971.71
7/18/2023	KNORR SYSTEMS, INC.	ANNUAL HEATER SERVICE	1,816.02
7/18/2023	LANLOGIC INC.	INFORMATION SYSTEMS CONSULTING SVCS	14,882.06
7/18/2023	LEGAL ASSISTANCE FOR SENIORS	HUMAN SERVICE GRANT FY2022-23	1,062.66
7/18/2023	LEHR AUTO	23D31 2023 GMC ACADIA EMERGENCY EQUIP AND INSTALL	6,690.76
7/18/2023	LEHR AUTO	23D31 2023 GMC ACADIA EMERGENCY EQUIP AND INSTALL	173.64
7/18/2023	LSA ASSOCIATES INC.	SCHAEFER RANCH FUELS NBS 2023 4/30/2023	4,425.90
7/18/2023	LYNX TECHNOLOGIES, INC.	GIS CONSULTING SERVICES JUN 2023	3,300.00
7/18/2023	MARC SISTO	MILEAGE REIMBURSEMENT JUN 2023	119.87
7/18/2023	MATTHEW AINI	PLANNING COMMISSION 7/11/2023	50.00
7/18/2023	MEREDITH FAMILY INC	REC CLASS INSTRUCTOR	11,544.24
7/18/2023	MEYERS NAVE	FOR PROFESSIONAL SERVICES RENDERED THROUGH 4-10-23	23,030.00
7/18/2023	MICHAEL BAKER INT'L, INC.	CONSULTING SVCS-AFFORDABLE RENTAL HOUSING	2,315.00
7/18/2023	MICHAEL BAKER INT'L, INC.	CONSULTING SVCS-AFFORDABLE RENTAL HOUSING	4,715.00
7/18/2023	MICHAEL BAKER INT'L, INC.	CONSULTING SVCS-AFFORDABLE RENTAL HOUSING	1,830.00
7/18/2023	MOTOROLA SOLUTIONS, INC.	CRIMEREPORTS.COM	1,500.00
7/18/2023	NICOLE WANZENRIED	MILEAGE REIMBURSEMENT - JUN 2023	106.04
7/18/2023	OOMNITZA,INC	SUBSCRIPTION TO OOMNITZA ITAM SOFTWARE SUITE	44,500.00
7/18/2023	PAKPOUR CONSULTING GROUP, INC.	FIBER NETWORK RESEARCH PROJECT 6/30/23	984.50
7/18/2023	PASTPERFECT SOFTWARE INC.	SOFTWARE & USERS UPGRADE FOR COLLECTION MNGMT	515.00
7/18/2023	PASTPERFECT SOFTWARE INC.	SOFTWARE & USERS UPGRADE FOR COLLECTION MNGMT	375.00
7/18/2023	PG&E	B10S SERVICE TO EGP 06/11/23	1,619.90
7/18/2023	PG&E	VAR PARK IRRIGATION 06/07/23	3,923.95
7/18/2023	PG&E	B6 SERVICE TO BRAY CMMN 06/11/23	85.40
7/18/2023	PG&E	B1 SERVICE TO DEVANY 06/11/23	18.35
7/18/2023	PG&E	B1 SERVICE TO VARIOUS IRRIG 06/08/23	303.00
7/18/2023	PG&E	B1 SERVICE TO VARIOUS IRRIG 06/11/23	49.61
7/18/2023	PG&E	SERVICE TO VARIOUS IRRIG 06/11/23	31.63
7/18/2023	PG&E	SERVICE TO PSC 06/13/23	1,606.26

7/18/2023	PG&E	TC1 SERVICE TO TASSAJARA 06/09/23	105.35
7/18/2023	PG&E	TC1 SERVICE TO VARIOUS 06/08/23	9,366.14
7/18/2023	PG&E	TC1 SERVICE TO FALLON 06/12/23	114.36
7/18/2023	PG&E	TC1 SERVICE TO 3544 DB 06/12/23	103.64
7/18/2023	PG&E	B1 SERVICE TO VARIOUS 1997-1 06/11/23	56.82
7/18/2023	PG&E	LS2-A SERVICE TO 06/07/23	2,137.73
7/18/2023	PG&E	LS2-A SERVICE TO ARN & MART 06/14/23	76.34
7/18/2023	PG&E	LS2-A SERVICE TO CENTRAL 06/14/23	10.85
7/18/2023	PG&E	SERVICE TO SR CTR 06/11/23	5,675.79
7/18/2023	PG&E	LS2-A SERVICE TO AVELLINA 06/12/23	313.28
7/18/2023	PG&E	SERVICE TO PSC 06/13/23	3,105.28
7/18/2023	PG&E	A6 SERVICE TO FS18 06/11/23	338.94
7/18/2023	PG&E	B6 3600 PALERMO WAY 06/11/23	8.50
7/18/2023	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS	132.38
7/18/2023	QUADIENT FINANCE USA, INC.	POSTAGE MACHINE LEASE	99.06
7/18/2023	RENATA FLECCHIA TYLER	PLANNING COMMISSION 7/11/2023	50.00
7/18/2023	RHONDA FRANKLIN	CALED ANNUAL CONFERENCE REIMBURSEMENT	260.62
7/18/2023	RON HSI TRI-VALLEY AIKIDO	REC CLASS INSTRUCTOR	24.00
7/18/2023	ROTARY CLUB OF DUBLIN, CA	FIREWORKS BOOTH REFUND 2023	200.00
7/18/2023	RROOAR	REC CLASS INSTRUCTOR	3,530.40
7/18/2023	SCA OF CA LLC	STREET SWEEPING SERVICES - JUN 2023	22,180.21
7/18/2023	SCA OF CA LLC	STREET SWEEPING SERVICES MAY 2023	22,180.21
7/18/2023	SELECT IMAGING	WARNING SIGNS FOR FIREWORKS BOOTHS	59.98
7/18/2023	SELECT IMAGING	WEATHER PROOF STICKERS	635.04
7/18/2023	SELECT IMAGING	LANDFILL CARDS/RECYCLE CARDS/COMPOST CARDS	725.18
7/18/2023	SHUMS CODA ASSOCIATES INC	PLAN REVIEW SERVICES FOR JUN 2023	270.00
7/18/2023	SQUAD ESTATES SKYHAWKS TRI VALLEY EAST BAY	REC CLASS INSTRUCTOR	660.00
7/18/2023	STEMLAB, LLC	REC CLASS INSTRUCTOR	2,640.00
7/18/2023	STEPHEN WRIGHT	PLANNING COMMISSION 7/11/2023	50.00
7/18/2023	STUDIO 8 DANCE & PERFORMING	REC CLASS INSTRUCTOR	11,094.12
7/18/2023	TAYLOR OSMER	MILEAGE REIMBURSEMENT JUN 2023	39.76
7/18/2023	T-MOBILE USA, INC.	PIO & PW CELL PHONE SERVICE THROUGH 6/21/23	163.60
7/18/2023	TRB AND ASSOCIATES, INC.	PLAN REVIEW & INSPECTION SERVICES JUN 2023	48,070.00
7/18/2023	TREASURER ALAMEDA COUNTY	DUBLIN POLICE SERVICES 03/05/23-04/29/23	3,719,831.56
7/18/2023	TRI-VALLEY COMMUNITY TV	OPERATING SUBSIDY FY 23-24	60,758.00
7/18/2023	TRI-VALLEY COMMUNITY TV	PEG CONTRIBUTION FY 23 - 24	23,283.00
7/18/2023	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITY COUNCIL & PLNG COMM MTGS	982.70
7/18/2023	TRI-VALLEY COMMUNITY TV	ST PATRICK'S DAY BROADCASTING	1,790.00
7/18/2023	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES & SVCS - CAMP PARKS APR 2023	31,135.24
7/18/2023	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES & SVCS - CAMP PARKS - MAY 2023	31,135.24
7/18/2023	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES & SVCS - CAMP PARKS - JUN 2023	31,135.24
7/18/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	FS 16, 17, 18 EXTRA UPHOLSTERY CLEANING MAY 2023	440.00
7/18/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES SENIOR MAY 2023	700.19
7/18/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES CIVIC JUN 2023	600.47
7/18/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES SHANNON JUN 2023	1,377.05
7/18/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES SHANNON JUN 2023	1,166.99
7/18/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES WAVE JUN 2023	878.43
7/18/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES LIBRARY JUN 2023	742.63
7/18/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES WAVE JUN 2023	1,697.44
7/18/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES PSC JUN 2023	1,071.51
7/18/2023	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET & WINDOW CLEANING SERVICES CORP JUN 2023	106.10
7/18/2023	VERIZON WIRELESS	AIR CARDS IN PATROL VEHICLES	588.63
7/18/2023	VERIZON WIRELESS	AIR CARDS IN PATROL VEHICLES	1,841.32
7/18/2023	VILLAGE MUSIC SCHOOL	REC CLASS INSTRUCTOR	3,312.00
7/18/2023	WC3-WEST COAST CODE CONSULTANT	EPROCESS360 SUBSCRIPTION FEE - JUN 2023	20,490.00
7/18/2023	WEE HOOP, INC.	REC CLASS INSTRUCTOR	1,924.80
7/18/2023	WESTEK SYSTEMS INC.	AMAG SOFTWARE MAINT & SUPPORT	2,400.00
7/18/2023	WILLDAN FINANCIAL SERVICES	PUBLIC FACILITIES STUDY	2,140.00
7/18/2023	WILLDAN HOMELAND SOLUTIONS	ENERGY EFFICIENCY/INFRASTRUCTURE IMPROVEMENTS	661,854.55

7/18/2023	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	5,830.20
		Payments Issued 7/18/2023 Total:	**5,261,942.45**
7/21/2023	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 7/14/23	78,201.38
		Payments Issued 7/21/2023 Total:	**78,201.38**
7/24/2023	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	1,944.00
7/24/2023	ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	874.24
7/24/2023	ALPHA MEDIA LLC KKIQ/KUIC/KKKDV	REC FACILITY/EVENT(NAME IT) RADIO ADVERTISEMENT	3,250.00
7/24/2023	ALPHA MEDIA LLC KKIQ/KUIC/KKKDV	REC FACILITY/EVENT(NAME IT) RADIO ADVERTISEMENT	5,000.00
7/24/2023	AT&T	SERVICE TO SHANNON FAX 06/27/23	24.29
7/24/2023	AT&T	SERVICE TO CIVIC 06/27/2023	24.29
7/24/2023	BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICES - 6/1/2023-6/30/2023	731.86
7/24/2023	CAL PERS	PERS RETIREMENT PLAN: PE 7/14/23	98,889.20
7/24/2023	CHRISTOPHER GARCIA	DV0401 BALANCE REFUND	2,970.30
7/24/2023	COMCAST	INTERNET/CABLE SVC VARIOUS CITY DEPARTMENTS	579.84
7/24/2023	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	ENGINEERING PLAN REVIEW SERVICES APR 2023	210.00
7/24/2023	DUTCHOVER & ASSOCIATES	ENGINEERING PLAN REVIEW SERVICES MAR 2023	1,412.50
7/24/2023	EAST BAY POOL SERVICE, INC.	MONTHLY POOL SERVICE	10,500.00
7/24/2023	ECONOMIC & PLANNING SYSTEMS, INC.	INCLUSIONARY ZONING AND IN-LIEU FEE FEASIBILITY	13,008.75
7/24/2023	ECS IMAGING INC.	LASERFICHE ANNUAL SUPPORT-EXTRA LICENSES	8,142.00
7/24/2023	ECS IMAGING INC.	DOCUMENT SCANNING SERVICES	15,350.50
7/24/2023	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 7/14/23	23,146.16
7/24/2023	ENGEO INC	SCHAEFER RANCH GHAD PROF SERVICES - JUN 2023	4,480.01
7/24/2023	GRANICUS, LLC.	GRANICUS ANNUAL MAINTENANCE FOR AGENDA MANAGMENT	41,826.55
7/24/2023	GVP VENTURES INC	FINANCE DIRECTOR EXECUTIVE RECRUITMENT	447.02
7/24/2023	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 7/14/23	6,803.07
7/24/2023	HF&H CONSULTANTS, LLC	SOLID WASTE FRANCHISE AGREEMENT AMEND. MAY 2023	927.50
7/24/2023	I C M A 401 PLAN	DEFERRED COMP 401A: PE 7/14/23	53,076.56
7/24/2023	I C M A 457 PLAN	DEFERRED COMP 457: PE 7/14/23	30,393.22
7/24/2023	JAM SERVICES INC	LED LUMINARE FIXTURES JUN 2023	4,928.18
7/24/2023	JAM SERVICES INC	MATERIALS FOR VARIOUS CIP PROJECTS JUN 2023	33,482.93
7/24/2023	KIMLEY-HORN AND ASSOC. INC.	SAFE ROUTES TO SCHOOL MAY 2023	2,481.50
7/24/2023	KIMLEY-HORN AND ASSOC. INC.	SAFE ROUTES TO SCHOOL MAY 2023	5,137.50
7/24/2023	KIMLEY-HORN AND ASSOC. INC.	DUBLIN BLVD NORTH CANYONS PRKWY EXT PROJ MAR 2023	31,901.00
7/24/2023	KIMLEY-HORN AND ASSOC. INC.	DUBLIN BLVD NORTH CANYONS PRKWY EXT PROJ APR 2023	1,377.50
7/24/2023	KIMLEY-HORN AND ASSOC. INC.	DUBLIN BLVD NORTH CANYONS PRKWY EXT PROJ MAY 2023	5,139.71
7/24/2023	KIMLEY-HORN AND ASSOC. INC.	DEVELOPMENT TRANSPORTATION REVIEW MAY 2023	2,299.11
7/24/2023	KIMLEY-HORN AND ASSOC. INC.	DNTWN DUBLIN HINES PROJECT TRANSP. ANALYS. MAY 2023	1,998.61
7/24/2023	KITTELSON & ASSOCIATES, INC.	DEVELOPMENT TRANSPORTATION REVIEW FEB 2023	1,478.75
7/24/2023	LIVERMORE AMADOR VALLEY	LAVTA MTC IDEA GRANT - JAN 2023	13,017.62
7/24/2023	MAKE ME A PRO SPORTS	REC CLASS INSTRUCTOR	2,058.00
7/24/2023	METRO SECURITY SERVICES	THE WAVE SECURITY SERVICES - JUN 2023	9,760.00
7/24/2023	MEYERS NAVE	FOR PROFESSIONAL SERVICES RENDERED THROUGH APR 2023	67,684.67
7/24/2023	MITY-LITE, INC.	STAGER REPLACEMENT CHAIRS AND CHAIR HOLDER	3,027.70
7/24/2023	MNS ENGINEERS, INC.	TRAFFIC SIGNAL INTERCONNECT PROJECT MAY 2023	20,712.68
7/24/2023	MNS ENGINEERS, INC.	TRAFFIC SIGNAL INTERCONNECT PROJECT JUN 2023	9,151.55
7/24/2023	MNS ENGINEERS, INC.	ENGINEERING SERVICES MAY 2023	13,330.81
7/24/2023	MNS ENGINEERS, INC.	ENGINEERING SERVICES JUN 2023	20,515.11
7/24/2023	NETFILE INC.	ANNUAL SUBSCRIPTION FOR CAMPAIGN E-FILING SYSTEM	6,000.00
7/24/2023	PACIFIC LANDSCAPE SUPPLY, INC.	COMPOST FOR CARBON FARMING PILOT - JUN 2023	1,940.25
7/24/2023	PACIFIC LANDSCAPE SUPPLY, INC.	COMPOST FOR CARBON FARMING PILOT - JUN 2023	970.13
7/24/2023	PAKPOUR CONSULTING GROUP, INC.	ENGINEERING SERVICES JUN 2023	9,115.00
7/24/2023	PG&E	B10S SERVICE TO CIVIC CENTER 06/13/23	2,817.72
7/24/2023	PG&E	SERVICE TO CORP YARD 06/29/23	1,407.46
7/24/2023	PG&E	SERVICE TO SHANNON CENTER 06/28/23	92.24
7/24/2023	PG&E	SERVICE TO SCH RNCH PARK 06/28/23	302.35
7/24/2023	PG&E	B6 SERVICE TO FSP 06/06/23	28,178.02
7/24/2023	PG&E	B1 SERVICE TO SEAN DIAMOND 06/27/23	149.98

7/24/2023	PG&E	B1 SERVICE TO POSITANO IRRIG 06/29/23	313.85
7/24/2023	PG&E	B1 ART LIGHT 7401 DUBLIN BLVD 7/2/23	276.35
7/24/2023	PG&E	B1 SERVICE TO GG IRRIG - 6/14/23	34,096.88
7/24/2023	PG&E	SERVICE TO ART LIGHTING AVB 06/25/23	251.00
7/24/2023	PG&E	A6 SERVICE TO FS17 7/6/23	118.36
7/24/2023	PG&E	TC1 SERVICE TO POSITANO 06/30/23	295.54
7/24/2023	PG&E	LS2-A SERVICE TO AVB 06/30/23	1,351.22
7/24/2023	PG&E	IRRIGATION SERVICE TO 6/30/23	329.86
7/24/2023	PG&E	SERVICE TO WAVE 7/6/23	26,461.73
7/24/2023	PG&E	SERVICE TO HCP 06/28/23	1,946.56
7/24/2023	PG&E	TC1 SERVICE TO DB 6/14/23	32,288.89
7/24/2023	PG&E	SERVICE TO FS16 06/11/23	10,176.71
7/24/2023	PG&E	SERVICE TO IRRIG WEST 06/01/23	336.82
7/24/2023	PG&E	SERVICE TO HPM 06/28/23	353.84
7/24/2023	PG&E	B1 IRRIG 2979 THREE CASTLES 06/27/23	25.69
7/24/2023	PG&E	B1 SERVICE TO PASSATEMPO 06/25/23	77.82
7/24/2023	PG&E	B1 7341 ROSAMOND HILLS CT 7/6/23	15.16
7/24/2023	PG&E	SERVICE TO POSITANO IRRIG 06/29/23	2.56
7/24/2023	PG&E	TC1 SERVICE TO FALLON 06/26/23	82.35
7/24/2023	PG&E	TC1 SERVICE TO AVB 06/28/23	66.50
7/24/2023	PG&E	TC1 SERVICE TO DB 7/6/23	78.65
7/24/2023	PG&E	B6 SERVICE TO LIBRARY 6/13/23	70.43
7/24/2023	QUADIENT FINANCE USA, INC.	POSTAGE FOR JUN 2023	544.92
7/24/2023	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	CITY COPIER & PRINTER MAINTENANCE SVCE	2,575.23
7/24/2023	SNG & ASSOCIATES INC.	ENGINEERING PLAN REVIEW SERVICES APR 2023	8,316.00
7/24/2023	SNG & ASSOCIATES INC.	ENGINEERING PLAN REVIEW SERVICES FEB 2023	15,295.75
7/24/2023	SNG & ASSOCIATES INC.	ENGINEERING PLAN REVIEW SERVICES JAN 2023	20,864.25
7/24/2023	SNG & ASSOCIATES INC.	ENGINEERING PLAN REVIEW SERVICES JUN 2023	9,537.75
7/24/2023	SNG & ASSOCIATES INC.	ENGINEERING PLAN REVIEW SERVICES MAR 2023	19,074.50
7/24/2023	SNG & ASSOCIATES INC.	ENGINEERING PLAN REVIEW SERVICES MAY 2023	8,279.50
7/24/2023	STANFORD HEALTH -VALLEYCARE OCCUPATIONAL HEALTH	TB TEST - K. BALAJI	35.00
7/24/2023	STEVEN MINNIEAR	DUBLIN HISTORY BOOKS FOR CC IRELAND TRIP	121.15
7/24/2023	T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 6/20/23	689.71
7/24/2023	TREASURER ALAMEDA COUNTY	FINGERPRINTS	589.57
7/24/2023	US BANK - PARS	PARS: PE 7/14/23	8,758.05
7/24/2023	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	TAKS ORDER 1 SIGNAL COMM UPGRADE JUN 2023	872.20
7/24/2023	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	TAKS ORDER 1 SIGNAL COMM UPGRADE MAY 2023	969.19
		Payments Issued 7/24/2023 Total:	**830,007.48**
7/25/2023	DSRSD	SERVICE TO 6/30/2023	12,258.27
		Payments Issued 7/25/2023 Total:	**12,258.27**
7/26/2023	ANASTASIA NELSON	WELLREIMB JAN-JUN	150.00
7/26/2023	ANTHONY CALVO	WELLREIMB JAN-JUN	150.00
7/26/2023	ARIDAI MANRIQUE	WELLREIMB JAN-JUN	150.00
7/26/2023	BRIDGET AMAYA	WELLREIMB JAN-JUN	150.00
7/26/2023	CARLOS MOYA	WELLREIMB JAN-JUN	150.00
7/26/2023	CHRISTAIN KNIGHT	WELLREIMB JAN-JUN	100.00
7/26/2023	CIERRA L. FABRIGAS	WELLREIMB JAN-JUN	150.00
7/26/2023	CRYSTAL DE CASTRO	WELLREIMB JAN-JUN	75.00
7/26/2023	DANIELLE MUTHER	WELLREIMB JAN-JUN	120.00
7/26/2023	DARLYNN HAAS	WELLREIMB JAN-JUN	150.00
7/26/2023	DEBBIE BELL	WELLREIMB JAN-JUN	150.00
7/26/2023	ELISABETH HOGUE	WELLREIMB JAN-JUN	139.94
7/26/2023	EMILY DETERMAN	WELLREIMB JAN-JUN	150.00
7/26/2023	FELICIA ESCOVER	WELLREIMB JAN-JUN	150.00
7/26/2023	GABRIELLE ABDON	WELLREIMB JAN-JUN	150.00
7/26/2023	GASPARE ANNIBALE	WELLREIMB JAN-JUN	150.00
7/26/2023	GREGORY SHREEVE	WELLREIMB JAN-JUN	150.00

7/26/2023	HAZEL WETHERFORD	WELLREIMB JAN-JUN	150.00
7/26/2023	JACQUI HATZIKOKOLAKIS	WELLREIMB JAN-JUN	150.00
7/26/2023	JAY BAKSA	WELLREIMB JAN-JUN	150.00
7/26/2023	JEFFREY R. GALLEGOS	WELLREIMB JAN-JUN	119.95
7/26/2023	JENNIFER LI MARZI	WELLREIMB JAN-JUN	150.00
7/26/2023	JENNIFER MENDEZ	WELLREIMB JAN-JUN	150.00
7/26/2023	JOHN STEFANSKI	WELLREIMB JAN-JUN	150.00
7/26/2023	JORDAN FOSS	WELLREIMB JAN-JUN	150.00
7/26/2023	KIRA EVERS	WELLREIMB JAN-JUN	112.99
7/26/2023	LAUREN MARRIOTT	WELLREIMB JAN-JUN	150.00
7/26/2023	LAURIE RITH-CHAN	WELLREIMB JAN-JUN	150.00
7/26/2023	LAURIE SUCGANG	WELLREIMB JAN-JUN	44.09
7/26/2023	LISA HISATOMI	WELLREIMB JAN-JUN	150.00
7/26/2023	MARISSA CLEVENGER	WELLREIMB JAN-JUN	103.15
7/26/2023	MARSHA MOORE	WELLREIMB JAN-JUN	150.00
7/26/2023	MEAGAN C. HANNA	WELLREIMB JAN-JUN	150.00
7/26/2023	MICHELLE SUNG	WELLREIMB JAN-JUN	150.00
7/26/2023	NICOLE WANZENRIED	WELLREIMB JAN-JUN	150.00
7/26/2023	NORMAN VALES	WELLREIMB JAN-JUN	150.00
7/26/2023	OLIVER CASTILLO	WELLREIMB JAN-JUN	150.00
7/26/2023	PRATYUSH BHATIA	WELLREIMB JAN-JUN	150.00
7/26/2023	RHONDA FRANKLIN	WELLREIMB JAN-JUN	150.00
7/26/2023	ROEL BLANCO	WELLREIMB JAN-JUN	150.00
7/26/2023	ROSEMARY ALEX	WELLREIMB JAN-JUN	150.00
7/26/2023	RYAN MORAN	WELLREIMB JAN-JUN	150.00
7/26/2023	SANDRA CAIRES	WELLREIMB JAN-JUN	150.00
7/26/2023	SARAH MONNASTES	WELLREIMB JAN-JUN	150.00
7/26/2023	SHARLENE JACKMAN	WELLREIMB JAN-JUN	150.00
7/26/2023	TONY LAM	WELLREIMB JAN-JUN	150.00
7/26/2023	TYLER PHILLIPS	WELLREIMB JAN-JUN	51.98
7/26/2023	WILLIAM WAHBEH	WELLREIMB JAN-JUN	145.00
7/26/2023	WING YEE LAM	WELLREIMB JAN-JUN	144.82
7/26/2023	WING YI TAI	WELLREIMB JAN-JUN	75.00
7/26/2023	YVONNE L. TAYLOR	WELLREIMB JAN-JUN	150.00
		Payments Issued 7/26/2023 Total:	**7,081.92**
7/28/2023	INTERNAL REVENUE SERVICE	ANNUAL FEDERAL EXCISE TAX	280.50
		Payments Issued 7/28/2023 Total:	**280.50**

Grand Total for Payments Dated 7/1/2023 through 7/31/2023: 10,081,559.88

Total Number of Payments Issued: 359

Agenda Item 4.14

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Appointments to the City Council 2023 Ad Hoc Audit Review Committee
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City's independent auditor, Badawi and Associates, has commenced the field work necessary to complete the Annual Comprehensive Financial Report for the year ending June 30, 2023. The City Council will consider the establishment of an Ad Hoc Committee comprising two members of the City Council, who will review the audit process and final report with the auditors.

STAFF RECOMMENDATION:

Confirm the Mayor's recommendation of Mayor Hernandez and Councilmember Qaadri as the 2023 Ad Hoc Audit Review Committee.

FINANCIAL IMPACT:

The cost of the audit was included in the Fiscal Year 2023-24 Adopted Budget.

DESCRIPTION:

The independent auditors from the firm of Badawi and Associates are required to follow protocols established by the Governmental Auditing Standards Board and issue their directives in documents referenced as the Statement on Accounting Standards, which are applicable to both private and governmental entities.

These standards require that the auditors communicate directly with those charged with governance. The Ad Hoc Audit Review Committee, which includes two members of the City Council appointed by the Mayor, is established each year for this purpose. After the Committee has had an opportunity to review and discuss the report with the auditors, Staff will prepare an agenda item for action by the entire City Council at a future meeting.

Last year, the Ad Hoc Committee included Councilmembers Hu and Vice Mayor McCorriston. The

Mayor has recommended the appointment of Mayor Hernandez and Councilmember Qaadri to serve as the 2023 Ad Hoc Audit Review Committee.

STRATEGIC PLAN INITIATIVE:

None

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 4.15

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of Plans and Specifications, Award of Contract to American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing Project, CIP No. ST0117
Prepared by: Michael Boitnott, Capital Improvement Program Manager

EXECUTIVE SUMMARY:

The City Council will consider approving the plans and specifications and awarding a construction contract to American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing Project. The project will resurface multiple street segments with a slurry seal that will prolong the life of the existing pavement surface.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117.

FINANCIAL IMPACT:

The bid submitted by American Asphalt Repair & Resurfacing Co., Inc. is $706,586.60. Staff recommends a construction contingency of $100,000 (about 14%) to facilitate change orders for unforeseen construction issues, bringing the total potential construction cost to $806,586.60. Sufficient funds are available in the approved budget for CIP No. ST0117.

DESCRIPTION:

The 2022-2027 Capital Improvement Program (CIP) includes the Annual Street Resurfacing Project, CIP No. ST0117 (Attachment 2). The Annual Street Resurfacing Project provides for various types of pavement improvements from slurry seal to major rehabilitation of roadways. The construction will include localized repair of failed asphalt concrete pavement, slurry seal, and pavement delineation on 46 street segments as shown on the Location Map (Attachment 3). The total project includes approximately 1.1 million square feet of slurry seal and approximately 21,000 square feet of pavement "Hot Mix Asphalt" dig out repairs. Slurry seal is a preventative maintenance technique used to prolong the life of asphalt concrete surfacing. As streets begin to show wear and stress cracks, it is important to seal the cracks to keep water from getting under the roadway pavement. Slurry consists of a sand/oil mixture which seals cracks and provides a new, uniform wearing surface.

Original Bid Process

On June 20, 2023, the City Council adopted Resolution No. 69-23 authorizing the City Manager to consider, approve, award, and execute the contract and other associated administrative matters needed for the project within existing budgetary appropriations during the City Council's scheduled recess.

On June 15, 2023, the City of Dublin publicly opened bids for the Annual Street Resurfacing (2023 Slurry Seal) Project. Four bids were received ranging from $1,053,656.70 to $1,292,000.00 with American Asphalt Repair & Resurfacing Co., Inc. being the lowest responsive and responsible bidder at $1,112,824.80 or 31% over the Engineer's Estimate for construction and not within existing approved budgetary appropriations. Staff recommended that the City Manager reject all the bids, abandon the 2023 Slurry Seal Project as structured, and revise the scope of the project. Staff then prepared a modified project within the Engineer's Estimate of $850,000.

Revised Bid Process and Results

The City of Dublin issued a revised bid package for the Annual Street Resurfacing (July 2023 Slurry Seal) Project on July 3, 2023. The bid package consisted of 16 base bid items. Four sealed bids were received on July 24, 2023, with the base bids ranging from $706,586.60 to $921,129.00. The lowest base bid of $706,586.60 was submitted by American Asphalt Repair & Resurfacing Co., Inc. A summary of the bids is provided as Attachment 4.

To facilitate the approval of contract change orders and avoid construction delays, it is requested that the City Manager be authorized to approve change orders up to the contingency amount of $100,000. The resolution will authorize this change as it relates to the project.

If the construction contract is awarded to American Asphalt Repair & Resurfacing Co., Inc., Staff expects work to begin in early September 2023 and complete in November 2023.

California Environmental Quality Act (CEQA)

This project is exempt under Section 15301 (Existing Facilities) of the CEQA Guidelines.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A courtesy copy of this report was sent to American Asphalt Repair & Resurfacing Co., Inc. and Alameda County Transportation Commission's Independent Watchdog Committee.

ATTACHMENTS:

1) Resolution Approving the Plans and Specifications and Awarding a Contract to American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117
2) CIP No. ST0117
3) July 2023 Slurry Seal Project Location Map
4) July 2023 Slurry Seal Bid Results

RESOLUTION NO. XX - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO AMERICAN ASPHALT REPAIR & RESURFACING CO., INC. FOR THE ANNUAL STREET RESURFACING (JULY 2023 SLURRY SEAL) PROJECT, CIP NO. ST0117

WHEREAS, pursuant to Resolution No. 69-23, in which the City Council delegated to the City Manager the authority to approve plans and award contracts for among other things the 2023 Slurry Seal project, Staff prepared plans, specifications and bid documents for the Annual Street Resurfacing (2023 Slurry Seal) Project; and

WHEREAS, in accordance with the Municipal Code, California Public Contract Code Section 20162 and other applicable laws, City Staff solicited bids for the 2023 Slurry Seal Project; and

WHEREAS, on June 15, 2023, four bids were received and publicly opened in accordance with applicable laws; and

WHEREAS, the lowest responsive and responsible bid for the 2023 Slurry Seal Project was from American Asphalt Repair & Resurfacing Co., Inc. for $1,112,824.80; and

WHEREAS, the lowest bid received exceeded the Engineer's Estimate and was not within existing approved budgetary appropriations, and the City Manager rejected all bids in accordance with the authority delegated pursuant to Resolution 69-23 and abandoned the 2023 Slurry Seal Project; and

WHEREAS, Staff and the design team prepared the plans, specifications and bid documents for a new project designated as the Annual Street Resurfacing (July 2023 Slurry Seal) Project; and

WHEREAS, the City of Dublin did, on July 24, 2023, publicly open, examine, and declare all sealed bids for doing the work described in the plans and specifications for the July 2023 Slurry Seal Project, which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, said bid submitted to Staff by American Asphalt Repair & Resurfacing Co., Inc. was determined to be the lowest responsive and responsible bidder for doing said work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin approves the Plans and Specifications for the July 2023 Slurry Seal Project.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby award the Contract for the July 2023 Slurry Seal Project to the lowest responsive and responsible bidder, American Asphalt Repair & Resurfacing Co., Inc. at a base bid of $706,586.60, the particulars of which bids are on file in the Office of the Public Works Director.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the July 2023 Slurry Seal Project Contract Change Orders based on the appropriated funds designated for the project up to the contingency amount of $100,000.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Construction Agreement for the July 2023 Slurry Seal Project with American Asphalt Repair & Resurfacing Co., Inc.

PASSED, APPROVED AND ADOPTED this 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Number	ST0117	ANNUAL STREET RESURFACING	Program	STREETS

PROJECT DESCRIPTION

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets and resurfacing of bridge decks. The project also includes installation of new or upgrades of existing ADA curb ramps on roads that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City's Pavement Management System to optimize the pavement condition in relation to available budget. The City owns and maintains approximately 148 centerline miles of streets.

The Metropolitan Transportation Commission groups Pavement Condition Index (PCI) ratings into the following categories: 80-100 Very Good-Excellent; 70-79 Good, 60-69 Fair, 50-59 At Risk, 25-49 Poor, and 0-24 Failed. The City of Dublin is rated very good with a three-year moving average PCI of 82.

This annual Resurfacing Program is primarily funded by Alameda County Transportation Commission Measure B/BB funds, SB-1, and Gas Tax. This program protects the substantial investment the City has in the public street system.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

			2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits	$142,884	$48,991	$35,360	$35,360	$35,360	$35,360		$333,315
9200	Contract Services	$1,484,397	$684,947	$340,000	$340,000	$360,000	$360,000		$3,569,344
9400	Improvements	$7,796,520	$3,023,727	$1,917,401	$1,917,401	$2,170,601	$2,170,601		$18,996,251
9500	Miscellaneous	$9,022	$40,169	$7,120	$7,120	$8,000	$8,000		$79,431
TOTAL		**$9,432,823**	**$3,797,834**	**$2,299,881**	**$2,299,881**	**$2,573,961**	**$2,573,961**		**$22,978,341**

FUNDING SOURCE		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
1001	General Fund	$467,999							$467,999
2201	State Gas Tax	$3,456,188	$1,232,833	$600,920	$725,920	$800,000	$800,000		$7,615,861
2204	Measure B Sales Tax - Local Streets Fund	$1,484,999	$300,000						$1,784,999
2205	Measure B Sales Tax - Bike & Pedestrian Fund	$300,000							$300,000
2214	Measure BB Sales Tax - Local Streets Fund	$1,806,020	$450,000	$575,000	$450,000	$650,000	$650,000		$4,581,020

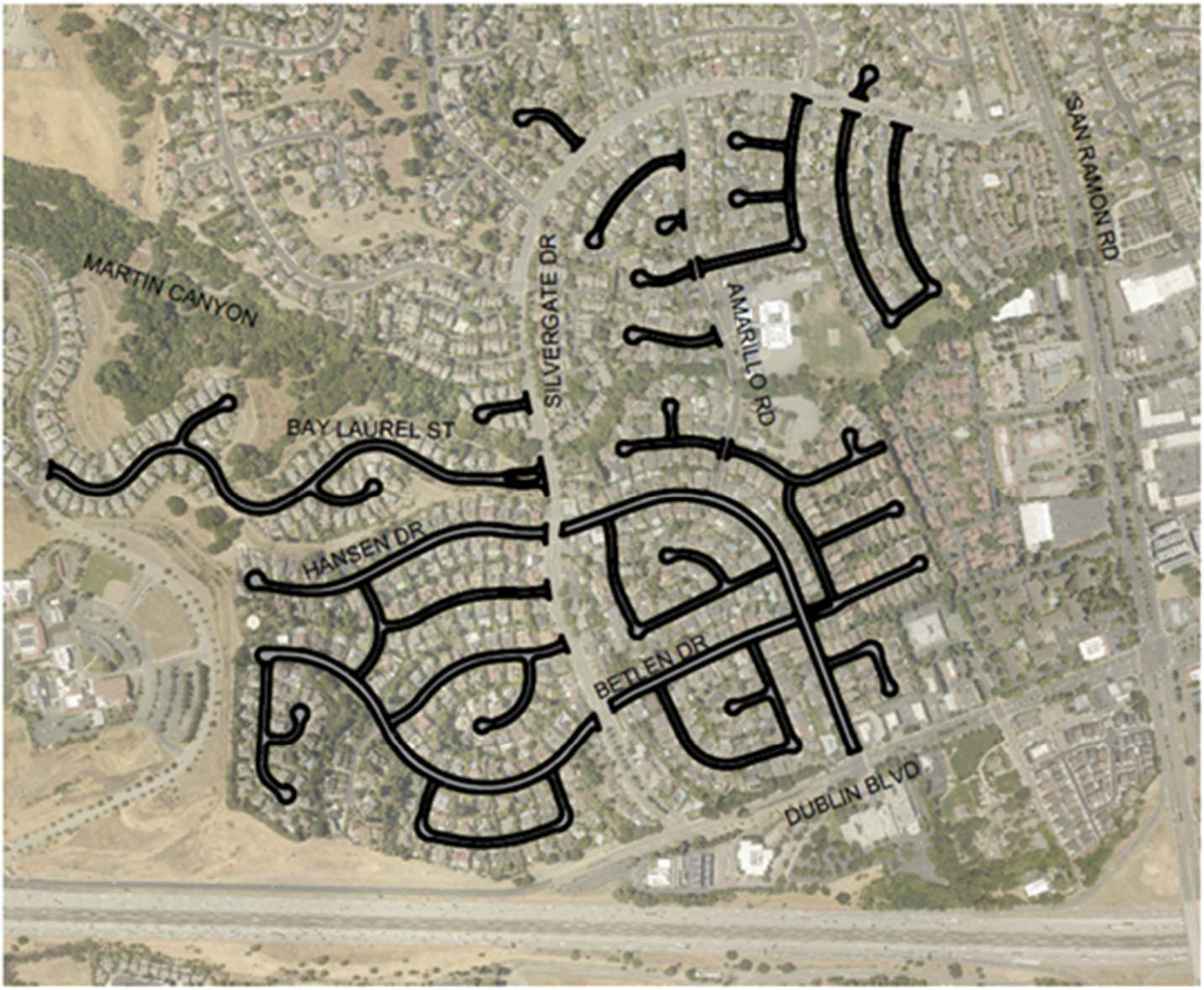
FUNDING SOURCE		PRIOR YEARS	2022-2023 BUDGET	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS
2215	Measure BB Sales Tax - Bike & Pedestrian Fund	$304,500							$304,500
2216	Measure B Grants	$82,500							$82,500
2220	Road Maint. & Rehab. Account (RMRA)	$1,374,977	$1,764,661	$1,123,961	$1,123,961	$1,123,961	$1,123,961		$7,635,482
2304	Local Recycling Programs	$155,640	$4,360						$160,000
4309	Mitigation Contributions		$45,980						$45,980
TOTAL		**$9,432,823**	**$3,797,834**	**$2,299,881**	**$2,299,881**	**$2,573,961**	**$2,573,961**		**$22,978,341**

ANNUAL OPERATING IMPACT								

Annual Street Resurfacing "July 2023 Slurry Seal"

Project No. ST0117

Location Map



CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BID SUMMARY

Project Name: Annual Street Resurfacing "July 2023 Slurry Seal"

Project No. : ST0117
Bid Date: July 24, 2023

BASE BID				American Asphalt		Dryco Construction, Inc.		Pavement Coatings Co.		VSS International	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Mobilization (Not to Exceed 10% of total base bid)	1	LS	$27,500.00	$27,500.00	$59,000.00	$59,000.00	$75,000.00	$75,000.00	$52,639.74	$52,639.74
2	Traffic Control and Construction Area Signs (Not to Exceed 10% of total base bid)	1	LS	$59,000.00	$59,000.00	$74,900.00	$74,900.00	$79,300.00	$79,300.00	$104,750.00	$104,750.00
3	Water Pollution Control	1	LS	$3,500.00	$3,500.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$7,700.00	$7,700.00
4	Remove Existing Traffic Stripes and Pavement Markings	1	LS	$25,500.00	$25,500.00	$26,500.00	$26,500.00	$30,000.00	$30,000.00	$28,050.00	$28,050.00
5	Remove Yellow Stripe, Pavement Marking and Implement Lead Compliance Plan	1	LS	$8,500.00	$8,500.00	$9,010.00	$9,010.00	$10,000.00	$10,000.00	$9,350.00	$9,350.00
6	Rubberized Asphalt Crack Sealing	1	LS	$40,000.00	$40,000.00	$68,370.00	$68,370.00	$70,000.00	$70,000.00	$70,950.00	$70,950.00
7	Mill and Fill Asphalt Pavement (1.5" Thick)	16,342	SF	$6.80	$111,125.60	$8.80	$143,809.60	$8.00	$130,736.00	$8.03	$131,226.26
8	Base Repair (3" Thick)	4,370	SF	$10.30	$45,011.00	$11.55	$50,473.50	$15.00	$65,550.00	$15.40	$67,298.00
9	Polymer Modified Quick-Setting Slurry "Type II"	1	LS	$290,000.00	$290,000.00	$282,000.00	$282,000.00	$275,000.00	$275,000.00	$350,000.00	$350,000.00
10	Replace and/or Install Two-way Blue Fire Hydrant Marker	75	EA	$25.00	$1,875.00	$26.50	$1,987.50	$26.25	$1,968.75	$27.50	$2,062.50
11	Traffic Stripes (Detail 21 - Thermoplastic)	1,073	LF	$4.00	$4,292.00	$4.24	$4,549.52	$4.20	$4,506.60	$4.40	$4,721.20
12	Traffic Stripes (Detail 22 - Thermoplastic)	3,670	LF	$4.50	$16,515.00	$4.77	$17,505.90	$4.70	$17,249.00	$4.95	$18,166.50
13	Traffic Stripes (Detail 27B - Thermoplastic)	4,200	LF	$2.00	$8,400.00	$2.12	$8,904.00	$2.10	$8,820.00	$2.20	$9,240.00
14	Pavement Markings (Arrows, Symbols, and Words - Thermoplastic)	1,451	SF	$12.00	$17,412.00	$12.72	$18,456.72	$12.60	$18,282.60	$13.20	$19,153.20
15	Pavement Markings (Various Crosswalk and Limit Line)	3,163	SF	$12.00	$37,956.00	$12.72	$40,233.36	$12.60	$39,853.80	$13.20	$41,751.60
16	Remove and Replace Detector Loops- Hansen Dr at Dublin Blvd (Revocable)	4	EA	$2,500.00	$10,000.00	$980.50	$3,922.00	$1,025.00	$4,100.00	$1,017.50	$4,070.00
TOTAL					$706,586.60		$812,122.10		$831,866.75		$921,129.00
				LOW BIDDER							

Agenda Item 4.16

STAFF REPORT
CITY COUNCIL

DATE: **August 15, 2023**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendment to the Agreement with Civica Law Group for Special Counsel Legal Services
Prepared by: Jeff Baker, Community Development Director

EXECUTIVE SUMMARY:

The City Council will consider approving an amendment to the agreement with Civica Law Group for special counsel legal services related to code enforcement activities.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the First Amendment to the Agreement with Civica Law Group, APC for Special Counsel Legal Services.

FINANCIAL IMPACT:

The costs associated with the enforcement of the Dublin Municipal Code are borne by the General Fund, and in some cases, the City may be able to recoup certain enforcement costs. The proposed contract amendment is for an additional $140,000. Staff estimates there will be about $45,000 carried over from Fiscal Year 2022-23 budget for legal services, thus the remaining amount of about $95,000 will need to be appropriated from the General Fund Undesignated Reserve. Upon City Council approval of the amendment and the finalization of prior-year carry overs, Staff will adjust the budget to cover the total contract cost.

DESCRIPTION:

Background
The City utilizes consultants, including legal counsel, on an as-needed basis to assist Staff with specific areas of technical expertise. The City has an existing contract with Civica Law Group to provide special legal counsel, representation, and assistance with code enforcement matters. The current contract has a not-to-exceed amount of $44,999. The City has a continued need for special counsel legal services which exceeds the current contract limit due to active code enforcement activity. Therefore, Staff proposes to amend the agreement to increase the not-to-exceed amount by $140,000.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the First Amendment to the Agreement with Civica Law Group, APC for Special Counsel Legal Services
2) Exhibit A to the Resolution - First Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH CIVICA LAW GROUP, APC FOR SPECIAL COUNSEL LEGAL SERVICES

WHEREAS, the City of Dublin has an existing agreement with Civica Law Group for special counsel legal services, representation and assistance related to code enforcement matters; and

WHEREAS, the current contract has a not to exceed amount of $44,999; and

WHEREAS, the City has a continued need for special counsel legal services which exceeds the current contract limit due to active code enforcement activity; and

WHEREAS, the amendment to the agreement will increase the not-to-exceed amount by $140,000; and

WHEREAS, with the amendment, the new not-to-exceed amount for the agreement with Civica Law Group would be $184,999.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby approve the amendment to the agreement with Civica Law Group, attached hereto as **Exhibit A**, and authorizes the City Manager to execute the agreement.

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

PASSED, APPROVED AND ADOPTED this 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

1. PARTIES AND DATE.

This First Amendment to the agreement for services ("Amendment") by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm") is effective as of _____, 2023. Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City and Law Firm entered into an Agreement on March 1, 2023 ("Agreement"), whereby, Law Firm agreed to provide legal services to the City.

2.2 The City and Law Firm now desire to amend the Agreement.

3. TERMS.

3.1 Contract Changes. The Agreement is amended as provided herein.

a. Section 3.3 is hereby amended in its entirety to read as follows: For all legal services provided in this Agreement, the City will compensate Law Firm at the blended rate of $285 per hour for attorney representation and $175 per hour for paralegals and law clerks, which fees shall increase by three percent annually on January 1 to offset rising costs. Compensation shall not exceed $140,000 without approval of the City.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement on March 1, 2023 shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement. Said Agreement is and remains an effective, valid and binding obligation.

CITY OF DUBLIN,

a Municipal Corporation

By: _____ Dated: August _____, 2023

Linda Smith
City Manager

[*Signatures continue on following page.*]

Approved as to form:

MEYERS NAVE

a Professional Corporation

By: _____ Dated: August _____, 2023

John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

By: DocuSigned by: 3C58077B6796474... Dated: August 3, 2023

Matthew Silver, Esq.
Managing Partner

Agenda Item 4.17

STAFF REPORT
CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: East Ranch Affordable Housing Agreement (PLPA-2020-00028)
Prepared by: Jason Earl, Senior Management Analyst and Amy Million, Principal Planner

EXECUTIVE SUMMARY:

The City Council will consider approval of an Affordable Housing Agreement with TH East Ranch Dublin, LLC, an affiliate of Trumark Homes, LLC, associated with the development of the East Ranch project. The East Ranch project is the development of a 165.5-acre site with a 573-unit residential project consisting of six neighborhoods, two neighborhood parks totaling 11.5 acres, and a two-acre Public/Semi-Public site reserved for affordable housing located on Croak Road east of Fallon Road.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Affordable Housing Agreement Between the City of Dublin and TH East Ranch Dublin, LLC, for the East Ranch Project.

FINANCIAL IMPACT:

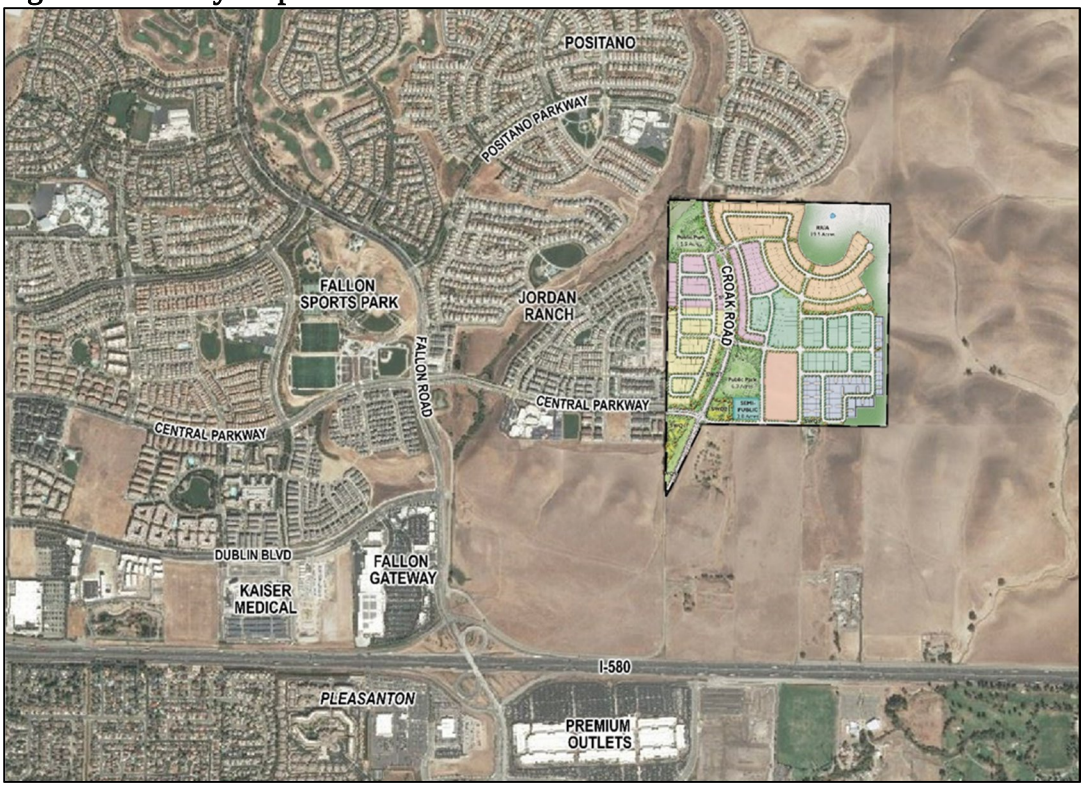
The costs associated with processing this request is borne by the Applicant. The Applicant's inclusionary housing proposal includes the payment of in-lieu fees for 25 units based on the then current Affordable Housing In-Lieu Fee amount at the time of payment. The Applicant will also make an additional $500,000 contribution to the Affordable Housing Fund in consideration for other regulatory benefits granted by the City to the project. Based on the current in-lieu fee of $241,131/unit, this payment would be $6,028,275, and the additional $500,000 brings the total payment to $6,528,275.

DESCRIPTION:

Background
The 165.5-acre East Ranch project site is an undeveloped parcel located within the Fallon Village area of the Eastern Dublin Specific Plan. The site is located north of Interstate 580, east of Fallon Road and the Jordan Ranch development, south of the Positano development, and adjacent to the City's eastern city limit as shown in Figure 1 below. The Applicant has approvals to construct a

573-unit residential project consisting of six neighborhoods (including 459 conventional single-family homes, 14 zero-lot-line single-family duet homes, and 100 townhomes) two neighborhood parks totaling 11.5 acres, and a two-acre Public/Semi-Public site. Please refer to Attachment 3 for a summary of the entitlement history.

Figure 1. Vicinity Map



The project is subject to the City's Inclusionary Zoning Regulations (DMC Chapter 8.68). These regulations allow for an alternative method of compliance at the discretion of the City Council (DMC 8.68.040.E).

On April 18, 2023, the City Council received a presentation from the Applicant and provided feedback regarding their proposal to address the Inclusionary Zoning Regulations through an alternative method of compliance, and formation of a Community Facilities District (CFD) (Attachment 3). The City Council expressed general support of the affordable housing proposal and the formation of a services CFD but requested additional information regarding the facilities CFD. On June 20, 2023, the City Council further considered the request for a facilities CFD. During that meeting, the Applicant agreed to contribute an additional $500,000 payment as part of their affordable housing proposal.

<u>Analysis</u>

The following is a summary of the Applicant's proposal to satisfy the Inclusionary Zoning Regulation:

- Payment of in-lieu fees for 25 units (to satisfy 35% of the affordable requirement). Based on the current in-lieu fee of $241,131/unit (the in-lieu fee is adjusted annually on July 1

based on an inflation factor, and the amount owed is calculated at the time of building permit issuance), this payment would be $6,028,275;

- Construction of 18 deed-restricted units at the "moderate income" level. These units would consist of 14 zero-lot single-family homes (i.e., duets) and four townhomes (to satisfy 25% of the affordable requirement);
- Dedication of the two-acre Semi-Public site for a future affordable housing project to satisfy the requirement for 36 units (to satisfy 40% of the affordable requirement);
- Construction of 50 deed-restricted, attached accessory dwelling units with projected rents at low income; and
- An additional contribution of $500,000 into the City's Affordable Housing Fund, bringing the total payment to the City's Affordable Housing Fund to $6,528,275.

An Affordable Housing Agreement has been prepared for the project, which sets forth the terms and the affordable housing requirements for the project. The Resolution approving the Affordable Housing Agreement is included as Attachment 1 with the agreement included as Attachment 2.

ENVIRONMENTAL REVIEW:

Government Code Section 65457 and California Environmental Quality Act (CEQA) Guidelines Section 15182(c) exempt from further environmental review certain residential projects that are consistent with a specific plan for which an environmental impact report (EIR) has been certified. Prior CEQA analysis for the project area includes: 1) the Eastern Dublin General Plan Amendment and Specific Plan EIR (1993); 2) the East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR (2002); and 3) the Fallon Village Supplemental EIR (2005). Collectively, these three documents are referred to as the "EDSP EIRs."

Pursuant to the requirements of the CEQA, the City determined that the East Ranch project qualifies for an exemption under Government Code Section 65457 and CEQA Guidelines Section 15182(c). The proposed project and Affordable Housing Agreement are consistent with the EDSP EIRs and the General Plan and EDSP land use designations for the project site. The CEQA Analysis in Support of Specific Plan Exemption prepared for the East Ranch Project dated November 4, 2021 determined that there is no part of the proposed Project that triggers the need to prepare a subsequent EIR or negative declaration pursuant to CEQA Guidelines Section 15162 or Public Resources Code section 21166. Therefore, the Affordable Housing Agreement qualifies for a specific plan exemption and does not require subsequent environmental review or the preparation of an additional CEQA document (EIR or MND).

STRATEGIC PLAN INITIATIVE:

Strategy 2: Housing Opportunities
Objective B: Facilitate production of affordable housing for lower income seniors, workforce, and special needs households.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Affordable Housing Agreement between the City of Dublin and TH East Ranch Dublin, LLC.
2) Exhibit A to the Resolution –Affordable Housing Agreement
3) City Council Staff Report dated April 18, 2023 (without attachments)

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AFFORDABLE HOUSING AGREEMENT BETWEEN THE CITY OF DUBLIN AND TH EAST RANCH DUBLIN, LLC, FOR THE EAST RANCH PROJECT APN 905 -0002-002-00 and 905 -0002-001-01

WHEREAS, TH East Ranch Dublin, LLC ("Applicant') is seeking approval of an Affordable Housing Agreement for the 573-unit East Ranch Residential Project, on a 165.5-acre site consisting of six neighborhoods, two neighborhood parks totaling 11.5 acres, and a two-acre Public/Semi-Public site reserved for affordable housing located on Croak Road east of Fallon Road; and

WHEREAS, the 165.5-acre Project site is located in eastern Dublin, directly east of the Jordan Ranch development and south of Positano development, straddling the existing Croak Road; and

WHEREAS, on March 14, 2023, the Planning Commission approved the Site Development Review Permit (PLPA-2022-00018**)** for six neighborhoods that includes the construction of 459 conventional single-family homes, 14 zero lot line single-family homes, and 100 townhomes, and a landscape master plan; and

WHEREAS, Condition of Approval #18 requires the Applicant to enter into an Affordable Housing Agreement pursuant to Dublin Municipal Code Section 8.68 "Inclusionary Zoning Regulations"; and

WHEREAS, the City's Inclusionary Zoning Regulations require all new residential projects of 20 units or more to construct 12.5% of the total number of units as affordable units. Pursuant to Dublin Municipal Code Section 8.68.040.E a developer may request an alternative method of compliance with the requirements of the Inclusionary Zoning Regulations at the discretion of the City Council; and

WHEREAS, on April 18, 2023, the City Council received a presentation from the Applicant regarding their proposed alternative method of compliance with the Inclusionary Zoning Regulations and expressed general support for the proposal; and

WHEREAS, an Affordable Housing Agreement has been prepared for the project which sets forth the method of compliance with the Inclusionary Zoning Regulations; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA), the City determined that the East Ranch project qualifies for an exemption under Government Code Section 65457 and CEQA Guidelines Section 15182(c). The Affordable Housing Agreement is consistent with Eastern Dublin Specific Plan EIRs and the General Plan and EDSP land use designations for the project and qualifies for a specific plan exemption and does not require subsequent environmental review.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin herby approves the Affordable Housing Agreement between the City of Dublin and TH East Ranch Dublin, LLC, for the East Ranch project attached as **Exhibit A** to this Resolution.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the agreement, 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 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attn: Community Development Director

No fee for recording pursuant to
Government code Section 27383

AFFORDABLE HOUSING AGREEMENT
(East Ranch)

THIS AFFORDABLE HOUSING AGREEMENT is hereby entered into as of _____, 2023, by and between the City of Dublin, a California municipal corporation (the "City"), and TH East Ranch Dublin, LLC, a California limited liability company (the "Developer").

RECITALS

A. Developer is the owner of 165.5 acres of undeveloped real property in the City of Dublin located within the Fallon Village area of the Eastern Dublin Specific Plan, known as the "East Ranch" (the "Development Site"). The Development Site is located north of Interstate 580, east of Fallon Road and the Jordan Ranch development, south of the Positano development, and adjacent to the City's eastern boundary. The Development Site is legally described in Exhibit A attached hereto.

B. Developer has proposed to develop a housing development on the Development Site which will include approximately 459 conventional single family homes ("Single Family Homes"), 14 zero-lot-line single family homes ("Zero Lot Line Homes"), 100 townhomes ("Townhomes"), and 50 accessory dwelling units ("ADUs") (together, the "East Ranch Project").

C. The City has adopted inclusionary housing requirements pursuant to Chapter 8.68 of the Dublin Municipal Code (the "Inclusionary Housing Requirements"). The purpose of the Inclusionary Housing Requirements is to create affordable housing opportunities in the City for low- and moderate-income households. The City adopted the Inclusionary Housing Requirements recognizing that the cost of new housing is so high that persons with very low-, low- and moderate-incomes are increasingly unable to locate affordable housing in the City. Through the Inclusionary Housing Requirements the City intends to achieve a balanced community with housing available at all income levels.

D. The Inclusionary Housing Requirements require that residential projects with twenty or more for sale units contain at least 12.5% low- and moderate-income units. The Inclusionary Housing Requirements require that 40% of the affordable for sale units be sold at an affordable housing cost to low-income households, and 60% of the affordable for sale units be sold at an affordable housing cost to moderate income households. The Inclusionary Housing

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Requirements permit alternate methods of compliance, allowing the developer to satisfy 40% of the Inclusionary Housing Requirements through payment of an in lieu fee in accordance with the City's impact fee schedule, and allowing the developer to provide some or all of the remaining units through land donation and other alternative means.

E. The Inclusionary Housing Requirements for the East Ranch Project require the Developer to provide seventy-two (72) affordable units. The Developer has proposed, and the City Council has approved, an alternate method of satisfying the Inclusionary Housing Requirements which requires the Developer to (i) pay an in lieu fee based upon the City in lieu fee in effect as of the date of this Agreement (currently $241,131 per unit), as annually adjusted by inflation, in lieu of constructing twenty-five (25) inclusionary units (for a total in lieu fee of $6,224,860.50), (ii) construct and sell fourteen (14) Zero-Lot-Line Homes and four (4) Townhomes to Moderate Income Households at an Affordable Housing Cost, (iii) donate a two acre site within the Development Site to the City or its designee to be used for the construction of an affordable housing project, (iv) construct and sell fifty (50) accessory dwelling units which, if rented, may only be rented to low income households at an affordable rent, and (v) pay an additional fee of $500,000 to the City's Affordable Housing Fund.

F. By this Agreement, the parties desire to set forth the manner by which Developer shall satisfy the obligations applicable to the East Ranch Project under the Inclusionary Housing Requirements.

NOW, THEREFORE, Developer and City hereby agree as follows:

1. **Definitions and Interpretations.** Terms used in this Agreement shall be defined as set forth in Chapter 8.68 of the Dublin Municipal Code.

2. **Payment of Fees.**

(a) In Lieu Fees. Section 8.68.040.A of the Inclusionary Housing Requirements provides that developers may satisfy up to forty percent of the Inclusionary Housing Requirements through payment of an in lieu fee in accordance with the City's impact fee schedule. Developer shall satisfy its obligation under the Inclusionary Housing Requirements for twenty-five (25) Inclusionary Units by paying fees to the City in lieu of constructing such units, equal to the in lieu fee adopted by the City which is in effect as of the date of July 1, 2023 ($241,131 per Inclusionary Unit), as such fee is annually adjusted for inflation as provided below ("In Lieu Fees"). The foregoing adjustment for inflation shall be calculated as follows: the In Lieu Fees payable hereunder shall be adjusted annually as of July 1 of each year based upon the greater of the percentage change in the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent Limits for the Oakland-Fremont Metropolitan Area (Alameda County), or the percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index, All Urban Consumers, for San Francisco-Oakland-Hayward. The foregoing In Lieu Fees shall be applicable notwithstanding City's adoption of a new fee structure for the Affordable Housing In Lieu fee after July 1, 2023.

(b) Supplemental Fee. In addition to the In Lieu Fees, Developer shall pay City a fee of $500,000 to be deposited into City's Affordable Housing Fund (the "Supplemental Fee").

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(c) Payment of Fees. The entirety of the In Lieu Fees and Supplemental Fee shall be paid at the time of the issuance of the first building permits for the East Ranch Project (excluding building permits issued for model homes). If the Developer fails to pay the In Lieu Fees when due, the City may withhold any further City approvals for the East Ranch Project, including without limitation building permits and certificates of occupancy.

3. **Moderate Income Homes.** Developer shall satisfy its obligation under the Inclusionary Housing Requirements for eighteen (18) Inclusionary Units through the construction and sale of fourteen (14) Zero Lot Line Homes and four (4) Townhomes to Moderate Income Households (the "Moderate Income Inclusionary Units") in accordance with the following requirements:

(a) Exterior Materials and Exterior Architectural Design. Section 8.68.030.E of the Inclusionary Housing Requirements provides that Inclusionary Units shall not be distinguished by exterior design, construction, or materials. The exterior materials and exterior architectural design of the Inclusionary Units shall be consistent with the market-rate units within the East Ranch Project as reviewed and approved through the Site Development Review by the Planning Commission's approval of Resolution No. 23-02 on March 14, 2023; provided, however, that minor changes to unit size may be approved by the Community Development Director through a Site Development Review waiver. The City Council, in approving this Agreement, hereby finds that the Moderate Income Inclusionary Units, in accordance with the design approved by the Site Development Review, are not distinguished by exterior design, construction, or materials.

(b) Unit Location. Section 8.68.030 of the Inclusionary Housing Requirements requires that Inclusionary Units be dispersed throughout the individual phase in which they are constructed. A map that shows the location of the Inclusionary Units as proposed by the Developer is attached hereto as Exhibit B (the "Inclusionary Unit Map"). Developer shall construct the Moderate Income Inclusionary Units in the locations identified in the approved Inclusionary Unit Map, which will satisfy Section 8.68.030 of the Inclusionary Housing Requirements. The Community Development Director may administratively approve changes in the location of the Moderate Income Inclusionary Units provided that he or she finds that the units are reasonably dispersed as required by Section 8.68.030.E.

(c) Unit Bedrooms and Size. Section 8.68.030.E requires that the Inclusionary Units reflect the range of numbers of bedrooms provided in the project as a whole. Each of the fourteen (14) Moderate Income Inclusionary Units which are Zero Lot Line Homes shall have at least three (3) bedrooms, and shall be at least 1,700 square feet in size consistent with the approved Site Development Review. Each of the four (4) Moderate Income Inclusionary Units which are Townhomes shall each have at least four (4) bedrooms, and shall be at least 1,900 square feet in size consistent with the approved Site Development Review. The City Council, in approving this agreement, hereby finds that the Moderate Income Inclusionary Units which meet the foregoing requirements satisfy the unit size requirements of Section 8.68.030.E of the Inclusionary Housing Requirements.

(d) Sales Price and Marketing. Developer shall sell the Inclusionary Units to Moderate Income Households at sales prices that are Affordable Sales Prices, as defined in the Inclusionary Housing Requirements, and are not greater than the maximum sales prices which are

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approved by the City. All units shall be marketed and sold in a manner that is consistent with the Inclusionary Housing Requirements and Guidelines to the Inclusionary Zoning Ordinance.

(e) Marketing Plan. Developer shall prepare and receive City approval of a Marketing Plan as required by Section 4.4 of the Guidelines to the Inclusionary Zoning Ordinance prior to issuance of the first building permit in the Project (excluding building permits issued for model homes).

(f) Resale Agreements. Prior to transferring ownership of a Moderate Income Inclusionary Unit to a buyer, Developer shall require that the initial buyer and the City execute a Resale Restriction and Option to Purchase Agreement (the "Resale Agreement") in substantially the form attached hereto as Exhibit C. The Resale Agreement shall serve as the agreement required by Section 8.68.050.C of the Inclusionary Housing Requirements. Upon (i) the sale of a Moderate Income Inclusionary Unit as a completed home in accordance with the terms of this Agreement and (ii) the recordation of the Resale Agreement against such Moderate Income Inclusionary Unit, Developer shall have no further obligations or liabilities with respect to such Moderate Income Inclusionary Unit, including but not limited to, monitoring the compliance with this Agreement or the Resale Agreement of the buyer of a Moderate Income Inclusionary Unit or any successor, and responsibility for compliance with the Resale Agreement as to that Moderate Income Inclusionary Unit shall thereafter be the burden of the then owner. Developer shall remain responsible for compliance with this Agreement as to all other Moderate Income Inclusionary Units not yet sold. The City and Developer agree that a breach of the Resale Agreement by a purchaser of a Moderate Income Inclusionary Unit shall not constitute a default or breach by Developer.

(g) City Administrative Fee. Prior to the City's execution of each Resale Agreement with the initial buyer of a Moderate Income Inclusionary Unit, Developer shall pay the City a City Administrative Fee, in an amount to be established from time to time by the City Council. The City Administrative Fee is currently set at $1,708 per transaction and is subject to periodic adjustment.

4. **Donation of Affordable Housing Site.** Section 8.68.040.C of the Inclusionary Housing Requirements provides that developers may satisfy a portion of their Inclusionary Housing Requirements through dedication of land to the City or a City-designated local non-profit housing developer in lieu of construction of some or all of the required affordable units, if the City Council finds that (1) dedication of land in lieu of constructing units is consistent with the goal of creating, preserving, maintaining, and protecting housing for very-low, low- and moderate-income households, (2) the dedicated land is useable for its intended purpose, is free of toxic substances and contaminated soils, and is fully improved, with infrastructure, adjacent utilities, grading, and all development-impact fees paid, excluding any inclusionary zoning ordinance fees, (3) the proposed land dedication is of sufficient size to construct the number of Inclusionary Units that the applicant would otherwise be required to construct, based on the size of lots in the subdivision for which the applicant is meeting its obligation; and the market value of the land is equal to or exceeds the difference between the value of a market-rate, 1200-square foot unit and the price at which such a unit could be sold as an Affordable Unit (which amount shall be set forth in a resolution adopted from time to time by the City Council) times the number of units required. Developer shall satisfy its obligation under the Inclusionary Housing Requirements for thirty-six (36) Inclusionary Units by conveying to City, or City's designee ("City Designee"), fee title to that

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certain approximately 2.0 acre parcel of real property located on Croak Road east of Fallon Road and further described in Exhibit D hereof (the "Donation Parcel"). Developer, City and City Designee shall enter into an agreement for the donation and conveyance of the Donation Parcel, substantially in the form of Exhibit E hereof, concurrently with the date of this Agreement (the "Donation Agreement"). The Donation Agreement shall provide City with an option to acquire the Donation Parcel if the City Designee fails to timely develop the Donation Parcel as an affordable housing development. In the event that neither the City nor the City Designee elects to acquire the Donation Parcel on or prior to the date set forth therefor in the Donation Agreement, then Developer shall satisfy its Inclusionary Housing Requirements for thirty-six (36) Inclusionary Units by other methods as permitted under the Inclusionary Housing Requirements. In such event the City and the Developer shall meet and confer with respect to mutually acceptable alternative methods of compliance with the Inclusionary Housing Requirements, which may include, without limitation, the assignment of the City Designee's rights under the Donation Agreement to another mutually acceptable affordable housing developer.

5. **Low Income Accessory Dwelling Units.** In addition to the Developer's obligations pursuant to Sections 2 to 4 hereof, Developer shall provide for the construction of fifty (50) attached accessory dwelling units which shall, if rented, be available and restricted to Lower Income Households (the "Low Income ADU Inclusionary Units") in accordance with the following requirements:

(a) Unit Location. Developer shall construct the Low Income ADU Inclusionary Units in the locations identified in the approved Inclusionary Unit Map (Exhibit B), which will satisfy Section 8.68.030 of the Inclusionary Housing Requirements. The Community Development Director may administratively approve changes in the location of the Low Income ADU Inclusionary Units provided that he or she finds that the units are reasonably dispersed as required by Section 8.68.030.E.

(b) Unit Bedrooms and Size. Each of the fifty (50) Low Income ADU Inclusionary Units shall be at least 500 square feet in size consistent with the approved Site Development Review, and shall have kitchen and bathroom facilities separate from the main housing unit. The City Council, in approving this agreement, hereby finds that the Low Income ADU Inclusionary Units which meet the foregoing requirements satisfy the unit size requirements of Section 8.68.030.E of the Inclusionary Housing Requirements.

(c) Regulatory Agreements. Prior to transferring ownership to a buyer of a single family home which includes a Low Income ADU Inclusionary Unit, Developer shall require that the initial buyer and the City execute a Secondary Unit Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") in substantially the form attached hereto as Exhibit F. The Regulatory Agreement shall serve as the agreement required by Section 8.68.050.C of the Inclusionary Housing Requirements. Upon the initial sale of a single family home with a Low Income ADU Inclusionary Unit and the recordation of the Regulatory Agreement against such home, Developer shall have no further obligations or liabilities with respect to such Low Income ADU Inclusionary Unit, including but not limited to, monitoring the compliance with this Agreement or the Regulatory Agreement by the owner of the home or any successor, and responsibility for compliance with the Regulatory Agreement as to that Low Income ADU Inclusionary Unit shall thereafter be the burden of the then owner. Developer shall

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remain responsible for compliance with this Agreement as to all other Low Income ADU Inclusionary Units not yet sold. The City and Developer agree that a breach of the Regulatory Agreement by a purchaser of a home with a Low Income ADU Inclusionary Unit shall not constitute a default or breach by Developer. The Low Income ADU Inclusionary Units shall not require owner-occupancy consistent with Section 8.80.030(M).

(d) City Administrative Fee. Prior to the City's execution of each Regulatory Agreement with the initial buyer of a single family home which includes a Low Income ADU Inclusionary Unit, Developer shall pay the City a City Administrative Fee, in an amount to be established from time to time by the City Council. The City Administrative Fee is currently set at $1,708 per transaction and is subject to periodic adjustment.

6. **Attorneys' Fees.** If legal action is necessary to enforce any provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and legal costs.

7. **Amendments.** This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in interest. If Developer proposes a change to this Agreement, Developer shall pay the City its reasonable costs, including attorneys' fees, incurred in negotiating such changes, and Developer shall, if requested by the City, provide the City with a reasonable deposit to cover the City's reasonable costs, upon Developer initiating such negotiations.

8. Assignments and Transfers.

(a) Right to Assign. Developer may wish to sell, transfer or assign all or portions of the Development Site to other developers (each such other developer is referred to as a "Transferee"). In connection with any such sale, transfer or assignment to a Transferee, Developer may sell, transfer or assign to such Transferee any or all rights, interests and obligations of Developer arising hereunder and that pertain to the portion of the Development Site being sold or transferred, to such Transferee, provided, however, that no such transfer, sale or assignment of Developer's rights, interests and obligations hereunder shall occur without prior written notice to City and approval by the City Manager, which approval shall not be unreasonably withheld or delayed.

(b) Approval and Notice of Sale, Transfer or Assignment. The City Manager shall consider and decide on any transfer, sale or assignment within thirty (30) days after Developer's notice thereof, provided all necessary documents, certifications and other information are provided to the City Manager to enable the City Manager to determine whether the proposed Transferee can perform the Developer's obligations hereunder. Nothing herein shall be deemed to limit the right of Developer to freely alienate or transfer all or any portion of the Development Site, provided however, Developer shall not be released from liability under this Agreement unless and until the approved Transferee shall have agreed in writing to be bound by and to comply with the requirements of this Agreement and any documents executed hereunder and the City Manager has approved of such Transferee in accordance with this Section 8(b). Notice of any such approved sale, transfer or assignment (which includes a description of all rights, interests and obligations that have been transferred and those which have been retained by Developer) shall be recorded in the official records of Alameda County, in a form acceptable to the City Manager, concurrently

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with such sale, transfer or assignment. In the event the City Manager fails to make such determination within such thirty (30) day period, City shall be deemed to have approved the assignment and assumption of this Agreement by the proposed Transferee and Developer shall be released pursuant to Section 8(c) below.

(c) Effect of Sale, Transfer or Assignment. Developer shall be released from any obligations and liability hereunder sold, transferred or assigned to a Transferee pursuant to Section 8(a) of this Agreement, provided that: (a) such sale, transfer or assignment has been approved by the City Manager pursuant to Sections 8(a) and 8(b); and (b) such obligations are expressly assumed by Transferee and provided that such Transferee shall be subject to all the provisions hereof.

9. **Successors.** Except as specifically provided in this Agreement, this Agreement shall bind and inure to the benefit of all successors and assigns of the parties. Developer shall provide notice to the City of the names and mailing addresses of any such successors or assigns.

10. **Hold Harmless.** Developer shall hold City, its elective and appointive boards, commissions, officers, employees and agents harmless from and against any or all loss, liability, expense, claim, costs, suits, damages of every kind, nature and description, to the extent caused by Developer's performance of or failure to perform its obligations pursuant to this Agreement. Developer shall defend City and its elective and appointive boards, commissions, officers, employees and agents from and against any suits or actions at law or in equity for damages caused or alleged to have been caused, by Developer's performance of or failure to perform its obligations pursuant to this Agreement.

11. **Enforcement.** If the Developer defaults in the performance or observance of any covenant, condition, restriction or obligation of the Developer as set forth in this Agreement, and such default remains uncured for a period of thirty (30) days after notice thereof is given by the City (or such longer period as may be necessary to cure the default, provided that Developer commence the cure within the thirty (30) day period and diligently prosecutes the cure to completion), the City may take any one or more of the following steps:

(a) By specific performance or other action or proceeding at law or in equity, require the Developer to perform its obligations under this Agreement or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder.

(b) Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and restrictions of the Developer under this Agreement.

If Developer transfers any portion of the project in bulk and a Transferee defaults under this Agreement, the City shall exercise the foregoing remedies only with respect to the defaulting Transferee and its portion of the project; and so long as Developer has not otherwise defaulted hereunder, the City shall not seek to exercise any rights and remedies against Developer.

12. **Corporate Authority.** If Developer is a corporation, each individual signing this Agreement on behalf of that corporation represents and warrants that each of them is duly

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authorized to execute and deliver this Agreement on behalf of the corporation and that the Agreement is binding on the corporation in accordance with its terms.

13. **Notices, Demands and Communications Between the Parties.** Any and all notices, demands or communications submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper if in writing and dispatched by messenger for immediate personal delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, or by a reputable overnight courier such as FedEx, to the address of City and Developer, as applicable, as set forth below. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate as provided in this Section. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, two (2) calendar days after it is placed in the United States mail as heretofore provided, or one (1) calendar day after it is submitted to a reputable overnight courier.

If to Developer:	TH East Ranch Dublin, LLC 3001 Bishop Drive, Suite 100 San Ramon, CA 94583 Attention: Tony Bosowski, Division President
And a copy to:	TH East Ranch Dublin, LLC 3001 Bishop Drive, Suite 100 San Ramon, CA 94583 Attention: Legal Department
And a copy to:	Jackson Tidus 2030 Main Street, 12th Floor Irvine, CA 92614 Attention: Sonia Lister, Esq.
If to City:	City of Dublin 100 Civic Plaza Dublin, CA 94568 Attention: City Manager

14. **Entire Agreement.** This Agreement contains the entire understanding between the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect. No provision of this Agreement may be amended, waived, or added except by an instrument in writing signed by the Parties hereto.

15. **Incorporation of Exhibits.** All exhibits referred in this Agreement are incorporated herein by reference.

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16. **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY OF DUBLIN

By:_____
Linda Smith, City Manager

Attest

_____
Marsha Moore, City Clerk

Approved as to Form

_____
John Bakker, City Attorney

TH EAST RANCH DUBLIN, LLC, a California limited liability company

By: DocuSigned by: Tony Bosowski A5717FAB1BFA457...

Its:

DocuSign Envelope ID: D6345D76-9072-4D08-82DA-C70BC58813C5

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

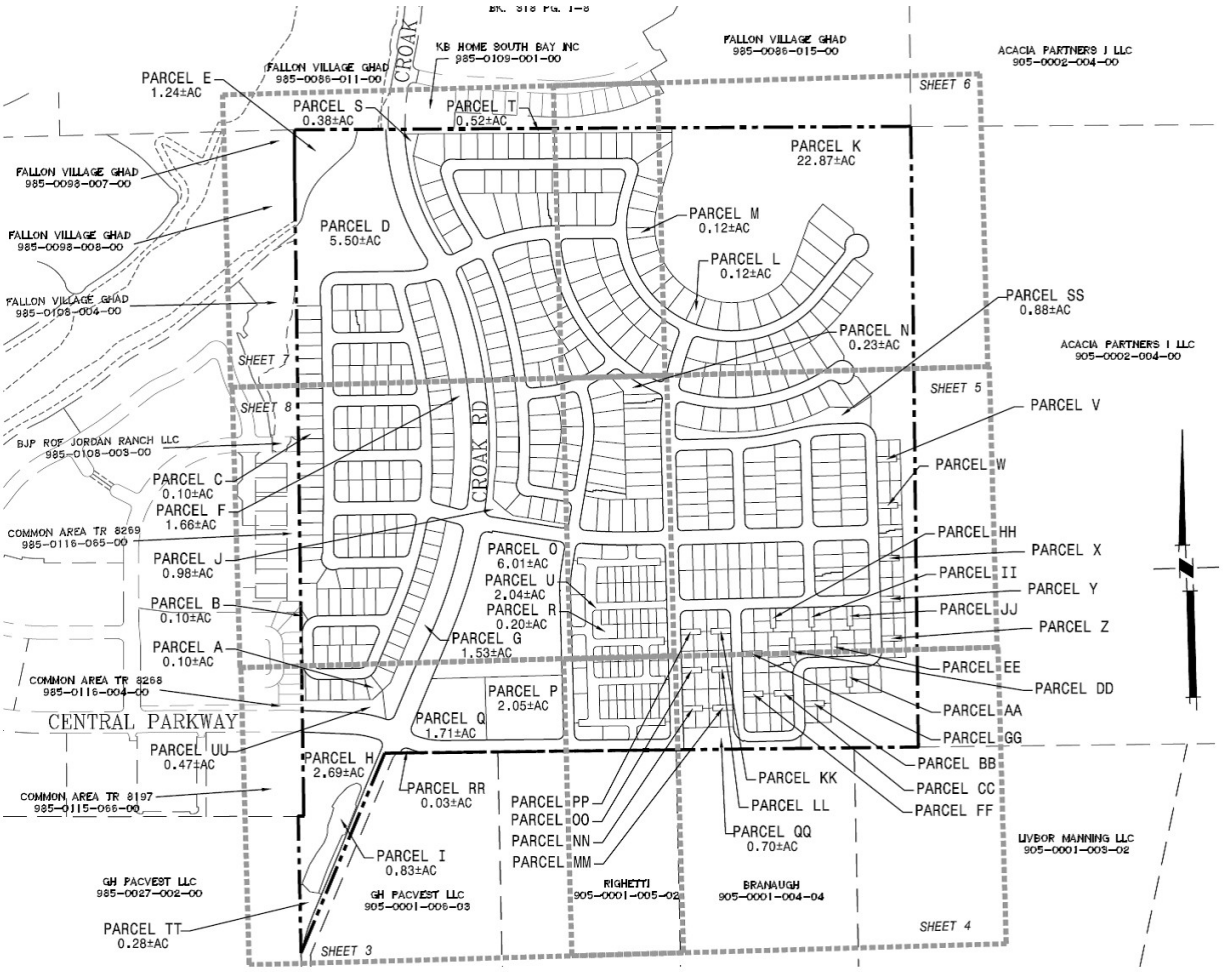
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

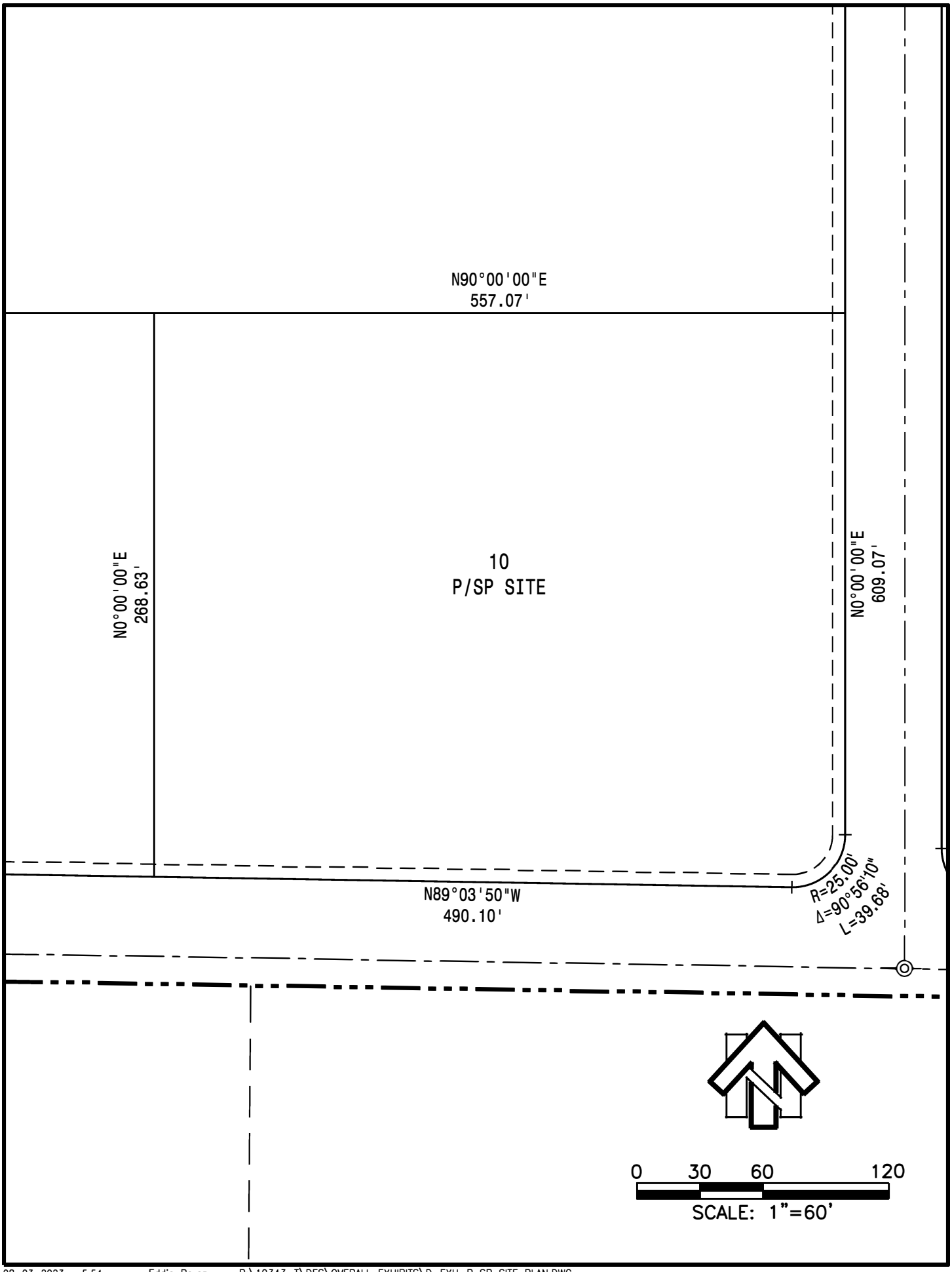
EXHIBIT A

Development Site Legal Description



LOCATION MAP
NOT TO SCALE

LEGEND



08-03-2023 5:54pm Eddie Perez P:\19343-T\DES\OVERALL EXHIBITS\D-EXH-P SP SITE PLAN.DWG

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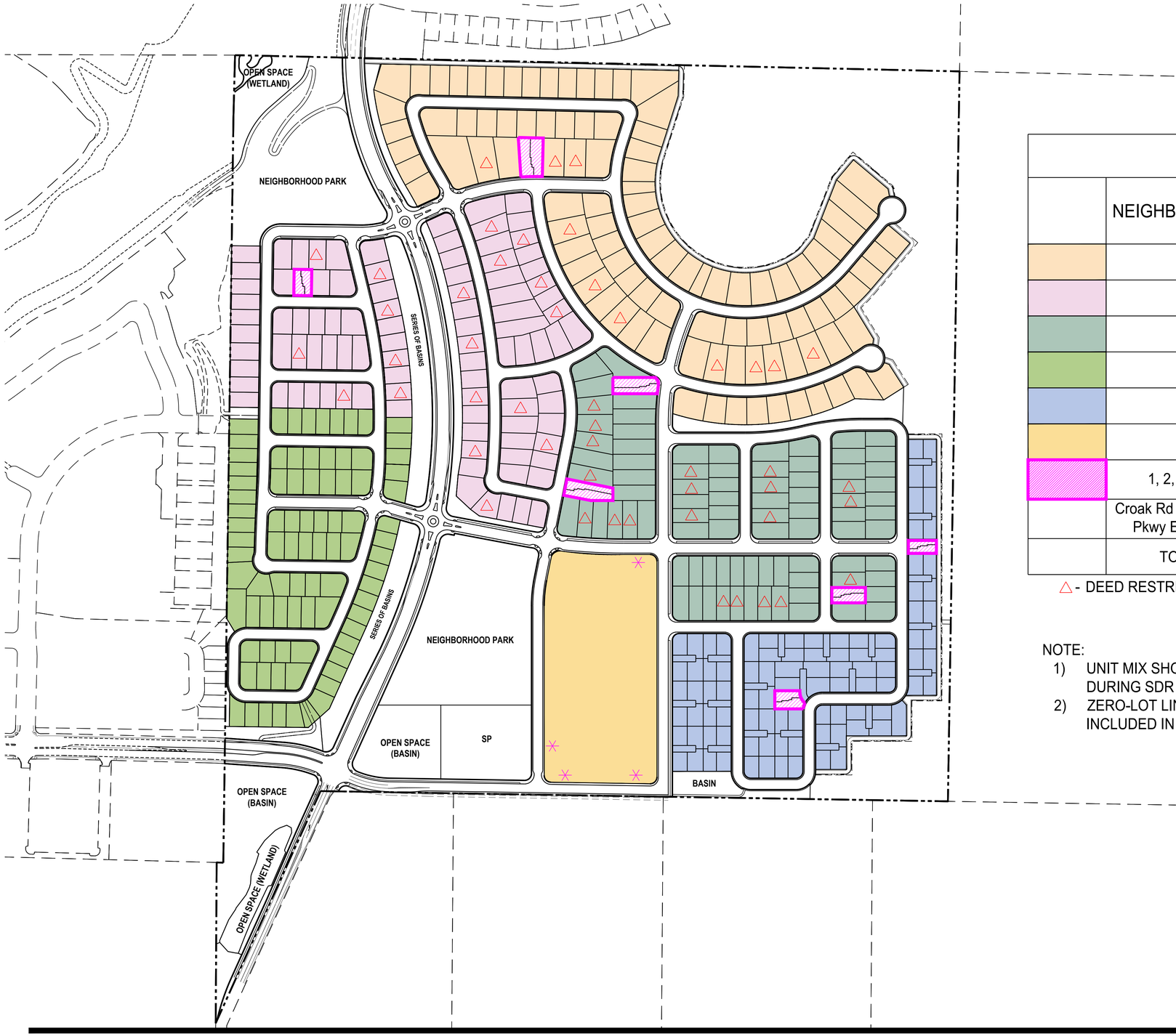
EXHIBIT B

Inclusionary Unit Map

Attached



NEIGHBORHOOD SUMMARY

	NEIGHBORHOOD	TYPICAL LOT SIZE	UNITS	GROSS ACREAGE (±)	DENSITY
	1	65'x100'	99	30.1	3.3 DU/AC
	2	55'x95'	96	23.4	4.1 DU/AC
	3	50'x110'	85	19.5	4.5 DU/AC
	4	49.5'x80'	85	16.8	5.1 DU/AC
	5	48'x70' Cluster	94	17.6	5.4 DU/AC
	6	Attached Multi-Family	✳ 100 (Includes 4 Affordable Units)	10.4	9.6 DU/AC
	1, 2, 3, & 5	Zero-Lot Single Family Units (Affordable)	14	(2)	
	Croak Rd and Central Pkwy Extension			8.0	
	TOTAL		573	125.8	4.5 du/ac

△ - DEED RESTRICTED ADU

NOTE:
1) UNIT MIX SHOWN IS PRELIMINARY. FINAL NEIGHBORHOOD UNIT COUNT WILL BE DETERMINED DURING SDR PROCESS, BUT THE TOTAL NUMBER OF UNITS WILL NOT EXCEED 573.
2) ZERO-LOT LINE AFFORDABLE UNITS ARE TO BE DISPERSED THROUGHOUT SITE PLAN AND INCLUDED IN THE TOTAL LOT COUNT

AFFORDABLE UNIT LOCATIONS

EAST RANCH

DUBLIN, CA

TRUMARK HOMES

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

05/16/2023

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EXHIBIT C

Resale Restrictions and Option to Purchase Agreement

Attached

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attention: City Clerk

OPTION AGREEMENT

This Option Agreement ("Agreement") is entered into as of _____, by and between the City of Dublin, a municipal corporation ("City"), and [Eden Housing, Inc., a California nonprofit public benefit corporation] ("Owner").

RECITALS

A. Owner is concurrently with this Agreement acquiring fee title to that certain real property located on Croak Road east of Fallon Road in the City of Dublin, California, as more particularly described in Exhibit A attached to this Agreement ("Property").

B. The Property is located within the East Ranch project which is being developed by TH East Ranch Dublin, LLC, a California limited liability company ("Market Rate Developer"). Market Rate Developer and City have entered into an "Affordable Housing Agreement," dated as of _____, 2023, which requires that Market Rate Developer convey the Property to City or its designee to satisfy a portion of its inclusionary housing requirements applicable to the East Ranch project pursuant to Chapter 8.68 of the Dublin Municipal Code (the "Inclusionary Housing Requirements").

C. Pursuant to the Affordable Housing Agreement, Owner, City and Market Rate Developer have entered into a certain "Donation Agreement" dated _____, 2023, which provides for the Market Rate Developer to donate the Property to Owner.

D. Owner intends to construct an affordable housing project on the Property consisting of approximately ____ affordable rental housing units for very low and low income families, and related improvements (the "Development").

E. This Agreement gives the City an exclusive right and option to purchase the Property from Owner, which may be exercised by the City if the Owner fails to commence construction of the Development and record a Regulatory Agreement against the Property on or before _____.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

Section 1. Grant of Option. Owner grants to the City the exclusive right and option to purchase the Property for the consideration and under the terms and conditions set forth in this Agreement (the "Option").

Section 2. Term and Exercise of Option.

a. Option Term. The term of the Option ("Option Term") shall be for a period commencing on the date this Agreement is recorded and ending on the earlier of the following events: (i) the closing of Owner's construction loans necessary for Owner to commence construction of the Development ("Construction Loans"); and (ii) the date this Option is terminated in writing by the City. Owner shall provide City with thirty (30) days' prior written notice of the closing of the Construction Loans.

b. Exercise of Option. The City may exercise the Option only in the event that (i) the Owner fails or refuses to record a Regulatory Agreement (as defined in the Donation Agreement) against the Property in the form acceptable to the City on or before _____, (ii) the Owner attempts to affect a "Transfer" (as defined below) at any time prior to the recordation of the Regulatory Agreement; or (iii) the Owner fails to close on the Construction Loans for the Development necessary for Owner to commence construction of Development on or before _____. The foregoing periods in this subsection may be extended in writing by the City in its sole discretion. "Transfer" is defined as (i) directly or indirectly, voluntarily, involuntarily or by operation of law making or attempting any total or partial sale, transfer, conveyance, assignment or lease of the whole or any part of the Property or the improvements located on the Property; or (ii) a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the ownership and /or control of Owner at time of entering into this Agreement, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision. Owner shall give the City thirty (30) days' written notice prior to any Transfer. The City may exercise the Option by giving written notice to Owner of its exercise of the Option ("Option Notice").

c. Termination. Upon termination of the Option at the end of the Option Term, the City Manager shall sign and deliver in recordable form a quitclaim deed or such other document as may be reasonably required by the Owner to evidence the termination of the Option. The parties acknowledge that the quitclaim deed or other such document must be recorded concurrently with the close of escrow for the Construction Loans.

Section 3. Purchase of the Property.

a. Purchase Price. On the date specified in the Option Notice (which shall not be earlier than thirty (30) days after the date of the Option Notice), the Owner shall sell the Property to the City for the following consideration: the actual and reasonable amount paid by Owner to third parties for Development-related drawings, plans, specifications, studies, reports and other instruments (collectively, "Plans"). The Owner's rights with respect to all Plans relating to the

development of the Property shall be assigned to the City pursuant to the Assignment of Agreements executed by Owner in favor of the City at the time of the closing of the sale of the Property by Owner to the City.

b. Execution of Deed. As soon as practicable, but in no event later than the date specified in the Option Notice for the purchase and sale of the Property, the Owner shall execute a grant deed (the "Deed") conveying to the City the Property and all improvements located on the Property which shall be recorded in the Official Records of the County of Alameda (the "Official Records").

c. Expenses. All city and county documentary transfer tax and conveyance taxes to the extent they are not exempt pursuant to the Revenue and Taxation Code, and recording charges for the Deed (if any) shall be borne by Owner. The cost of the Title Policy (as defined below) shall be borne by the City. All other expenses, fees or costs (except for attorneys' fees and costs) incurred in close of escrow for the purchase and sale of the Property pursuant to this Agreement shall be borne by the City. Each party shall bear its own attorneys' fees and costs.

d. Proration of Taxes. Real property taxes, if any, on the Property shall be prorated as of the date of recordation of the Deed. Mello-Roos and other like assessments on the Property shall be similarly prorated and Owner's share shall be fully paid prior to recordation of the Deed.

e. Title Insurance. Should the City exercise the Option, no later than the time of the recording of the Deed pursuant to subsection (b) above, the City shall cause a title company of the City's choice to issue a CLTA or ALTA policy of title insurance (the "Title Policy") insuring fee title to the Property to be vested in the City, subject only to those encumbrances, conditions, or exceptions acceptable to the City in its reasonable discretion ("Permitted Exceptions"). Permitted Exceptions shall include all encumbrances, conditions and exceptions approved by the City under Section 20 below, any regulatory agreements and other deeds of trust or other security instruments securing debt on the Property approved by the City, or any other instruments recording with the prior written approval by the City. Owner shall be responsible for removing from the Property title any encumbrances, conditions, or exceptions other than Permitted Exceptions prior to the closing of the conveyance of the Property to the City.

Section 4. Assignment of Option. Neither the Owner nor City may assign its rights or obligations under this Agreement without the prior written consent of the other party. The City hereby consents to an assignment by Owner that complies with Permitted Transfers as defined in the Regulatory Agreement. Any assignment of this Agreement not authorized under this section shall be null and void.

Section 5. Further Documents. Upon the reasonable request of the other party, each party will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this Agreement, including escrow instructions.

Section 6. Notices. All notices or other communications made pursuant to this Agreement shall be in writing and shall be deemed properly delivered, given or served to the parties at the following addresses when (a) mailed by certified mail, postage prepaid, return receipt requested; (b) sent by express delivery service, charges prepaid with a delivery receipt; or (c) personally delivered when a delivery receipt is obtained:

City:	City of Dublin 100 Civic Plaza Dublin, CA 94568 Attention: City Manager
Owner:	Eden Housing, Inc. 22645 Grand Street Hayward, California 94541-5031 Attention: President

All notices so delivered, mailed or sent shall be deemed received as of the date shown on the delivery receipt as the date of delivery or the date delivery was refused. Either party may change its address for the purposes of this paragraph by giving prior written notice of the change to the other party in the manner provided in this paragraph.

Section 7. Binding Effect. This Agreement and its terms and conditions shall be binding upon and inure to the benefit of the parties to this Agreement and their respective permitted successors and assigns.

Section 8. Time. Time is of the essence of this Agreement.

Section 9. Attorneys' Fees. In any action between the City and Owner to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover costs of suit and expenses, including, without limitation, reasonable attorneys' fees.

Section 10. Eminent Domain. Notwithstanding any other provision of this Agreement, if at any time prior to execution and recordation of the Deed, any portion of the Property shall be taken by eminent domain or is the subject of eminent domain proceedings (either threatened in writing or commenced), and regardless of whether the City has exercised the Option, then the City shall have the right to terminate this Agreement upon written notice to Owner, whereupon the parties shall have no further obligations under this Agreement.

Section 11. Exhibits. All exhibits attached to this Agreement and referred to in this Agreement are incorporated into this Agreement by this reference as though they were fully set forth in this Agreement.

Section 12. Captions. The captions of the paragraphs of this Agreement are for convenience and reference only, and the words contained in the captions shall in no way be held to explain,

modify, amplify or aid in the interpretations, constructions or meaning of the provisions of this Agreement.

Section 13. Entire Agreement; Counterparts. This Agreement contains the entire agreement between the parties respecting the matters set forth, and supersedes all prior agreements between the parties respecting such matters. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

Section 14. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer to any person, other than the parties and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 15. Waiver. No provision of this Agreement shall be deemed waived by a party unless such waiver is in writing and signed by the party making the waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit that party's right to enforce the provision unless the waiver is made in writing. Waiver of any breach of a provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provisions itself or of any other provision.

Section 16. Authority of Signatories. Each of the parties to this Agreement represents and warrants to the other party that the persons who have executed this Agreement have been authorized to do so by the party on whose behalf the party is signing. All documents to be delivered under this Agreement will be executed by an authorized person. Each party has a good an legal right to enter into this Agreement and to perform all covenants of that party contained in this Agreement.

Section 17. Governing Law. This Agreement shall be governed and constructed in accordance with California law.

Section 18. Amendments. This Agreement may only be amended in writing signed by all parties.

Section 19. Brokers. Each party will defend, indemnify, and hold the other party harmless from any claim, loss, or liability made or imposed by any other party claiming a commission or fee in connection with this transaction and arising out of that party's own conduct.

Section 20. Title Report and Owner's Representations and Warranties. Prior to entering into this Agreement, Owner shall provide City with a copy of a current title report for the Property ("Title Report"). The City's entering into this Agreement is subject to its approval of the Title Report and any exceptions shown in the Title Report.

Owner represents and warrants that (a) except for the matters shown in the Title Report, no leases, occupancies, tenancies, or licenses exist that affect the Property; (b) to the best of Owner's knowledge, there are not presently any actions, suits, or proceedings pending or, threatened against or affecting the Property or the interest of Owner in the Property or its use or

that would affect Owner's ability to consummate the transaction contemplated in this Agreement; (c) there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property, and Owner shall promptly notify City of any of these matters arising during the term of this Agreement; and (d) to the best of Owner's knowledge, there are not presently any pending or threatened condemnation, eminent domain, or similar proceedings affecting the Property.

Section 21. Owner's Conduct During Term of Agreement. During the term of this Agreement, Owner shall comply with the following terms relating to the Property: (a) Owner shall pay for all labor and work performed and all material furnished at Owner's request or on Owner's behalf, and there shall be no claim for which a mechanic's, materialman's, or similar lien can be claimed by any person or firm against the Property as a result of any act of Owner; (b) Owner shall not affirmatively take any actions constituting waste of the Property, and shall not excavate, mine, or otherwise materially alter the Property; (c) Owner shall not enter into any lease, occupancy, tenancy, or license agreement affecting the Property, without City's prior written consent; and (d) Owner shall not incur any obligations or liabilities or enter into any transactions that will affect the Property without the prior written consent of City which consent shall not be unreasonably withheld.

Section 22. Owner Indemnity of City. Owner shall indemnify, defend and hold harmless the City, any City agencies, and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives from any and all loss, liability, fines, penalties, forfeitures, costs and damages and from any and all claims, demands and actions in law or equity (including attorneys' fees and litigation expenses) by any person or entity, directly or indirectly arising or alleged to have arisen out of or in any way relating to the Property during the term of this Agreement. This indemnity provision shall survive termination of this Agreement.

Section 23. Hazardous Substances. Prior to entering into this Agreement, Owner shall provide City with a copy of a Phase 1 Environmental Assessment Report for the Property. The City's entering into this Agreement is subject to its approval of the environmental condition of the Property. Owner warrants to City that, except as provided in the Hazards Report, to the best of Owner's actual knowledge, no Hazardous Substances have been disposed of or released into, on, or under the Property; provided however said warranty is subject to the following limitations: Owner has not made or purported to have made any independent investigations or testing for Hazardous Substances on the Property, has not been present on the Property at all times, and shall only be accountable under this Agreement for any misrepresentation as to actual, not constructive, knowledge of the Hazardous Substances on the Property.

Section 24. City Remedies for Breach. The City shall have the right to exercise all remedies available under law and equity for any breach of this Agreement by Owner.

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

OWNER:

By: _____

CITY:

CITY OF DUBLIN, a municipal corporation

By: _____
Linda Smith, City Manager

EXHIBIT A

Property Description

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On_____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

5428388.3

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EXHIBIT D

Legal Description of Donation Parcel

[To Be Inserted]

DocuSign Envelope ID: D6345D76-9072-4D08-82DA-C70BC58813C5

EXHIBIT E

Donation Agreement

Attached

DRAFT

REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement (this "Agreement") is entered into as of _____, 2023 (the "Effective Date"), by and among TH East Ranch Dublin, LLC, a California limited liability company (the "Developer"), the City of Dublin, a California municipal corporation (the "City"), and [Eden Housing, a California nonprofit public benefit corporation] (the "the Nonprofit"). Developer, City and the Nonprofit are individually referred to herein as a "Party," and collectively referred to herein as the "Parties."

RECITALS

A. Developer is the owner of 165.5 acres of undeveloped real property in the City of Dublin located within the Fallon Village area of the Eastern Dublin Specific Plan, known as the "East Ranch." Developer has proposed to develop a master planned community on the East Ranch that will include approximately 573 housing units and associated amenities and infrastructure (the "East Ranch Project").

B. In connection with Developer's proposed development of the East Ranch Project, Developer has entered into an "Affordable Housing Agreement" with City, dated _____, 2023, which sets forth the manner by which Developer shall satisfy the City's inclusionary housing requirements applicable to the East Ranch Project. Section 4 of the Affordable Housing Agreement requires Developer to donate a two acre parcel of land to City or City's designee, to be used as the site of an affordable housing project.

C. Developer desires to satisfy its obligations under Section 4 of the Affordable Housing Agreement by agreeing to donate a certain approximately 2.0 acre parcel of real property located on Croak Road east of Fallon Road, and further described in Exhibit A hereof (the "Property").

D. City desires to designate the Nonprofit as the entity to acquire the Property from Developer in accordance with Section 4 of the Affordable Housing Agreement. In the event that the Nonprofit elects not to acquire the Property, or do not satisfy the requirements hereunder for the acquisition of the Property, the City intends to retain the right to acquire the Property from Developer itself.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Developer, City and the Nonprofit hereby agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement.

2. **DONATION.**

2.1 **Donation of Property.** Subject to the terms and conditions set forth herein, Developer hereby agrees to donate the Property to the Nonprofit, and the Nonprofit hereby agrees to acquire the Property from Developer. The Property shall include the following:

(a) All of Developer's right, title and interest, if any, in and to all rights, privileges, tenements, hereditaments, rights-of-way, easements, licenses, appurtenances, water, oil, gas and mineral rights, subsurface rights, development rights, permits, approvals, air rights, and water and riparian rights belonging or appertaining to the Property or any improvements thereon.

(b) All improvements on the Property, if any.

(c) All of Developer's interests, if any, in and to all personal property, tangible or intangible (including, without limitation, trade names, trademarks or intellectual property, warranties, guarantees, plans, specifications, architects', engineers', and all other consultants' contracts, reports and all governmental approvals obtained or applied for as of the date of this Agreement relating to the Property or any improvements thereon, located on or relating to the Property and/or any improvements thereon.

2.2 **Fee Interest.** Upon the Closing Date (as hereinafter defined), Developer shall convey, assign and transfer its fee interest in the Property to the Nonprofit, free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), bonds, assessments, and taxes, except for (i) liens for non-delinquent property taxes and assessments, and (ii) the exceptions approved in the Nonprofit's Title Notice (as set forth in Section 3.1).

2.3 **Consideration.** Developer agrees to donate the Property to the Nonprofit for no monetary consideration.

3. **DUE DILIGENCE AND PRE-CLOSING REQUIREMENTS.**

3.1 **Condition of Title/Preliminary Title Report.** _____ Title Insurance Company (the "Title Agent") shall deliver to the Nonprofit a Preliminary Title Report for the Property (the "Preliminary Report"). The Nonprofit shall have thirty (30) days from the date of receipt of the Preliminary Report to approve the Preliminary Report in writing (the "Nonprofit's Title Notice"), provided that all existing deeds of trust, mechanic's liens and other financial liens and encumbrances shall be paid off and removed from title concurrently with or prior to the Closing. If there are any changes to the Preliminary Report prior to Closing, the Nonprofit shall have fifteen (15) days after receipt of the revised Preliminary Report to approve such changes. If Developer does not remedy any defect discovered by the Preliminary Title Report, the Nonprofit shall have the right to terminate this Agreement or continue with the escrow and consummate the transaction without Developer remedying the defect.

3.2 **Due Diligence Contingency Period.** The Nonprofit will have _____ (__) days from the Effective Date (the "Due Diligence Contingency Period") to

complete physical inspections of the Property and due diligence related to the acquisition of the Property. Within three (3) days after the Effective Date, Developer shall provide to the Nonprofit copies of all plans, studies, records, reports, governmental notices and approvals, all written disclosures required by applicable law, and other written materials related to the use, occupancy or condition of the Property that Developer has in its possession, including without limitation environmental, geotechnical, engineering and land surveys.

3.3 **Inspection of Property.** During the Due Diligence Contingency Period, the Nonprofit, and its agents, contractors and employees, shall have the right to enter upon the Property for the purpose of making inspections, surveying the Property, or to perform environmental testing, at the Nonprofit's sole risk, cost and expense. All of such entries upon the Property shall be at reasonable times during normal business hours and after at least twenty-four (24) hours' prior notice to Developer, and Developer or Developer's agents shall have the right to accompany the Nonprofit and its agents during any activities performed by the Nonprofit on the Property. The Nonprofit shall bear the costs of all such inspections or tests. At Developer's request, the Nonprofit shall provide Developer with a copy of the results of any environmental tests and inspections made by the Nonprofit, at no cost to Developer. If any inspection or test disturbs the Property, the Nonprofit will restore the Property to substantially the same condition as existed before the inspection or test. The Nonprofit shall defend, indemnify and hold Developer harmless from and against any and all losses, costs, damages, claims or liabilities, including but not limited to, mechanic's and materialmen's liens, arising out of or in connection with the Nonprofit's inspection of the Property as allowed pursuant to this Section 3.3. The provisions of this Section 3.3 shall survive the Closing or any earlier termination of this Agreement.

3.4 **Survey.** The Nonprofit may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Issues"). The cost of the survey shall be paid solely by the Nonprofit. The Nonprofit shall notify Developer of any Survey Issues which shall be deemed to be a defect in the title to the Property prior to the end of the Due Diligence Contingency Period. Developer may agree to, but shall not be required to agree to, remedy such defects, with all such defects cured prior to Closing. If Developer does not agree to or cannot remedy any such defect, the Nonprofit shall have the right to terminate this Agreement or continue the consummation of the transaction with Developer not remedying the defect.

3.5 **Satisfaction of Due Diligence Contingency.** Except as otherwise provided herein, if the Nonprofit is not, in good faith, satisfied with the condition of the Property after any inspection thereof, the Nonprofit shall deliver to Developer a written request that Developer fix or remedy any unsatisfactory conditions prior to the end of Due Diligence Contingency Period. Developer may, but shall not be required to, remedy such conditions prior to Closing. If Developer does not or cannot remedy any such condition, the Nonprofit shall have the right to terminate this Agreement or continue the consummation of the transaction with Developer not remedying the conditions. If the Nonprofit does not timely give a due diligence notice to Developer, this Agreement shall continue in full force and effect and the Nonprofit shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.5.

4. **CLOSING AND REQUIRED PAYMENTS.**

4.1 **Escrow Account.** The Parties shall open an escrow account (the "Escrow") with _____ Escrow (the "Escrow Holder"). Escrow Holder shall perform all Escrow and title services in connection with this Agreement.

4.2 **Deposit of Agreement.** Within five (5) days after the Effective Date, the Parties will deposit into Escrow a fully executed copy of this Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by Escrow Holder will be deemed the "Opening of Escrow" and Escrow Holder will give written notice to the Parties of such occurrence.

4.3 **Closing.** The closing ("Closing") will occur no later than _____ ("Outside Closing Date"). Any extension of the Closing must be agreed upon in writing by the Nonprofit and Developer.

4.4 **Nonprofit's Conditions to Closing.** The Nonprofit's acquisition of the Property is subject to the satisfaction of all of the following conditions or the Nonprofit's written waiver (in the Nonprofit's sole discretion) of such conditions on or before the Outside Closing Date:

(a) Expiration of the Due Diligence Contingency Period with no exercise by the Nonprofit of its rights under this Agreement to terminate this Agreement.

(b) The Nonprofit has determined that the Property is useable for its intended purpose, is free of toxic substances and contaminated soils, and is fully improved, with infrastructure, adjacent utilities, grading, and all development-impact fees paid, excluding any inclusionary zoning ordinance fees.

(c) The Nonprofit has determined that the Property is of sufficient size to construct the number of Inclusionary Units that the Developer would otherwise be required to construct, based on the size of lots in the East Ranch project.

(d) The Nonprofit has determined that the market value of the Property is equal to or exceeds the difference between the value of a market-rate, 1200-square foot unit and the price at which such a unit could be sold as an Affordable Unit (which amount shall be set forth in a resolution adopted from time to time by the City Council) times the number of Inclusionary Units required (36).

(e) Developer shall have delivered to Escrow a fully executed "Grant Deed" (as defined in Section 4.7(a) below) and "Option Agreement") (as defined in Section __ below), and all other documents to be submitted by Developer pursuant to this Agreement, all duly executed by Developer.

(f) Developer shall have paid into the Escrow all amounts due from the Developer under Section 4.7 hereof.

(g) The Title Company is irrevocably committed to issue a CLTA or ALTA Extended Owner's Title Policy to the Nonprofit, as requested by the Nonprofit, together with

any endorsements requested by the Nonprofit, effective as of the Closing Date, insuring title to the Nonprofit with a policy amount equal to the fair market value of the Property, subject only to the Permitted Exceptions.

(h) Possession of the Property will be delivered to the Nonprofit immediately upon the Closing, free and clear of all uses, leases and occupancies, and free of tenants and occupants, except as otherwise set forth herein.

(i) There shall be no litigation or administrative proceeding pending with respect to the Property as of the Closing, and there shall be no moratoria which would adversely impact the use or value of the Property.

(j) Developer's representations and warranties herein are true and correct in all material respects as of the Closing Date.

4.5 **Developer's Conditions to Closing.** The Closing and Developer's obligation to grant the Property to the Nonprofit are subject to the satisfaction of the following conditions or Developer's written waiver (in Developer's sole discretion) of such conditions on or before the Outside Closing Date:

(a) The Nonprofit has executed and submitted into Escrow all documents pursuant to this Agreement, all duly executed by the Nonprofit.

(b) The Nonprofit's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

(c) The Nonprofit has performed all obligations to be performed by the Nonprofit pursuant to this Agreement on or before the Closing Date.

4.6 **Conveyance of Title.** Developer shall deliver fee simple title to the Property to the Nonprofit at the Closing, subject only to items approved in the Nonprofit's Title Notice. The Property shall be conveyed by Developer to the Nonprofit in an "as is" condition, with no warranty, express or implied, by Developer as to the physical condition of the Property including, but not limited to, the soil, its geology, or the presence of known or unknown faults or hazardous materials, Hazardous Substances on, in, under and adjacent to the Property, the air, soil, and groundwater.

4.7 **Deliveries at Closing.**

(a) Deliveries by Developer. Developer shall deliver to Escrow for recordation a grant deed, substantially in the form of Exhibit "B" attached hereto and incorporated herein (the "Grant Deed"), and an "Option Agreement" between Nonprofit and City, substantially in the form of Exhibit "C" hereto and incorporated herein. Developer shall deposit all costs of Closing required to be paid by Developer pursuant to this Agreement, into Escrow at least one day prior to Closing.

(b) Closing. Upon Closing, Escrow shall: (i) record the Grant Deed; (ii) record the Option Agreement; and (iii) pay any expenses payable with respect to the Closing.

(c) Closing Costs. Developer shall pay the full amount of all escrow fees, recording fees, documentary transfer taxes, and title fees.

(d) Prorations. At the Closing, Developer shall be responsible for all property taxes and assessments due through the Closing.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 **Developer's Representations, Warranties and Covenants.** In addition to the representations, warranties and covenants of Developer contained in other sections of this Agreement, Developer hereby represents, warrants and covenants to the Nonprofit that the statements below in this Section 5.1 are each true and correct as of the Closing Date; provided however, if to Developer's actual knowledge any such statement becomes untrue prior to Closing, Developer will notify the Nonprofit in writing and the Nonprofit will have ten (10) days thereafter to determine if the Nonprofit wishes to proceed with Closing.

(a) Authority. Developer has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Developer, and upon delivery to and execution by the Nonprofit and City is a valid and binding agreement of Developer. All the instruments, agreements and other documents executed by Developer that are to be delivered to the Nonprofit at Closing are and at the time of Closing will be duly authorized, executed and delivered by Developer, and will be the valid and binding agreements and obligations of Developer enforceable in accordance with their respective terms.

(b) Encumbrances. Developer has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, and there are no liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed in the Preliminary Report or in this Agreement. Developer will not, directly or indirectly, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest in the Property or any portion thereof prior to the Closing, as long as this Agreement is in force.

(c) Other Agreements. There are no agreements affecting the Property except those which have been disclosed by Developer to the Nonprofit. There are no agreements which will be binding on the Nonprofit or the Property after the Closing which cannot be terminated on thirty (30) days prior written notice.

(d) No Leases. Between the Effective Date and the earlier of the Closing or the termination of this Agreement, Developer shall not enter into any new leases or extend the term of any existing leases of any portion of the Property.

(e) Environmental. Other than those disclosures made pursuant to Section 6.1 hereof, Developer makes no other representations or warranties concerning the environmental condition of the Property. The Nonprofit will satisfy itself concerning the environmental condition of the Property, including but not limited to whether the Property or any portion thereof, including

but not limited to the air, soil, or groundwater in, on, beneath, or adjacent to the Property is contaminated with Hazardous Substances.

(f) Title. Except as disclosed herein, and in the Preliminary Report, Developer has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Developer.

(g) Litigation and Administrative Proceedings. There is no pending, or, to Developer's actual knowledge, threatened litigation, administrative proceeding or other legal or governmental action with respect to the Property.

(h) Disclosure. Developer has disclosed all material facts with respect to the Property of which Developer has actual knowledge, and Developer further represents that it has performed a reasonably diligent search for non-privileged documents relevant and material to the condition of the Property and provided a copy of such documents to the Nonprofit.

(i) Non-Foreign Person. Developer is not a foreign person as defined in Internal Revenue Code section 1445(f)(3).

(j) Bankruptcy and Insolvency. Developer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Developer contained in this Agreement are conditions precedent to the Nonprofit's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration or termination of this Agreement and the Closing and shall not be deemed merged into the deed upon the Closing.

5.2 **Nonprofit's Representations and Warranties.** In addition to the representations, warranties and covenants of the Nonprofit contained in other sections of this Agreement, the Nonprofit hereby represents, warrants and covenants to Developer that the statements below in this Section 5.2 are each true as of the Effective Date, and, if to the Nonprofit's actual knowledge any such statement becomes untrue prior to Closing, the Nonprofit shall so notify Developer in writing and Developer shall have ten (10) days thereafter to determine if Developer wishes to proceed with Closing.

(a) The Nonprofit is a California nonprofit corporation, in good standing under the laws of the State of California. The Nonprofit has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by the Nonprofit, and upon delivery to and execution by Developer shall be a valid and binding agreement of the Nonprofit.

(b) The Nonprofit is not bankrupt or insolvent under any applicable federal or state standard, have not filed for protection or relief under any applicable bankruptcy or

creditor protection statute, and have not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of the Nonprofit contained in this Agreement are conditions precedent to Developer's obligation to proceed with the Closing hereunder.

6. ENVIRONMENTAL OBLIGATIONS.

6.1 **Developer's Responsibilities.** California Health & Safety Code Section 25359.7 requires owners of real property who know, or have reasonable cause to believe, that any release of Hazardous Substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Developer to provide certain disclosures regarding natural hazards affecting the Property. Developer shall disclose to the Nonprofit the actual knowledge Developer has with respect to the deposit of Hazardous Substances on the Property, if any. Developer agrees to make all disclosures required by law within thirty (30) days after the Effective Date. Developer's responsibility and obligations of this Section 6.1 are solely limited to Developer's knowledge of, or Developer's reasonable cause to believe, Hazardous Substances that have been stored upon or released upon or under the Property.

6.2 **As Is Sale.** Except as otherwise stated in this Agreement and except for Developer's representations and warranties in Section 5.1 hereof ("Developer's Warranties"), this sale is made and will be made without representation, covenant, or warranty of any kind by Developer. As a material part of the consideration for this Agreement, the Nonprofit agrees to accept the Property on an "as is" and "where is" basis, with all faults, and without any representation or warranty, all of which Developer hereby disclaim, except for Developer's Warranties. Except for Developer's Warranties, no warranty or representation is made by Developer as to fitness for any particular purpose, merchantability, design, quality, condition, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, hazardous materials, hazardous wastes, absence of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. The Nonprofit acknowledges that it has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that the Nonprofit is now relying, and will not later rely, upon any representations and warranties made by Developer or anyone acting or claiming to act, by, through or under or on Developer's behalf concerning the Property, except for Developer's Warranties. The provisions of this Section 6.2 shall survive indefinitely any closing or termination of this Agreement.

6.3 **Hazardous Substances.** For purposes of this Agreement, "Hazardous Substances" means all of the following:

(a) Any substance, product, waste or other material of any nature whatsoever which is or becomes defined, listed or regulated as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", "solid waste" or similarly defined substance, product, waste or other material pursuant to any Environmental Law (which Environmental Law shall include any and all regulations in the Code of Federal Regulations or any other regulations implemented under the authority of such Environmental Law), including all of the following and

their state equivalents or implementing laws: (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. ("CERCLA"); (ii) the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et. seq.; (iii) those substances listed on the United States Department of Transportation Table (49 C.F.R. 172.01 and amendments thereto); (iv) The Resource Conservation and Recovery Act, 42 U.S.C. §6901 et. seq. ("RCRA"); (v) the Toxic Substances Control Act, 15 U.S.C. §2601 et. seq.; (vi) the Clean Water Act, 33 U.S.C. §1251 et. seq.; (vii) the Clean Air Act, 42 U.S.C. §7401 et. seq.; and (viii) any other Federal, state or local law, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; or any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above laws or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or Federal court.

(b) any petroleum, any petroleum by-products, waste oil, crude oil or natural gas;

(c) Any material, waste or substance that is or contains asbestos or polychlorinated biphenyls, or is radioactive, flammable or explosive;

(d) Lead based paint and other forms of lead and heavy metals, mold, grease tanks, waste storage areas, batteries, light bulbs, refrigerators, freezers, appliances, heating and cooling systems, thermostats, electronic devices, electrical switches, gauges, thermometers, aerosol cans, cleaning products, formaldehyde, polyurethane, PCE, PFAs, pressure treated wood containing arsenic, and building materials containing PCBs or volatile organic compounds, and

(e) Any other substance, product, waste or material defined or to be treated or handled as a Hazardous Substance pursuant to the provisions of this Agreement.

6.4 **Environmental Law(s).** For purposes of this Agreement, "Environmental Law" means any federal, state, or local laws, ordinances, rules, regulations, requirements, orders, formal guidelines, or permit conditions, in existence as of the Effective Date of this Agreement or as later enacted, promulgated, issued, modified or adopted, regulating or relating to Hazardous Substances, and all applicable judicial, administrative and regulatory judgments and orders and common law, including those relating to industrial hygiene, public safety, human health, or protection of the environment, or the reporting, licensing, permitting, use, presence, transfer, treatment, analysis, generation, manufacture, storage, discharge, release, disposal, transportation, investigation or remediation of Hazardous Substances. Environmental Laws shall include, without limitation, all of the laws listed under the definition of Hazardous Substances.

7. **BROKERS.** The Nonprofit and Developer each represent that no real estate broker has been retained by it in the donation of the Property or the negotiation of this Agreement. Each Party shall indemnify, hold harmless and defend the other Party from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of the indemnifying Party's conduct.

8. **MISCELLANEOUS.**

8.1 **Interpretation.** This Agreement has been negotiated at arm's length, and each Party has had an opportunity to be represented by independent legal counsel in this transaction. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

8.2 **Survival.** All indemnities, covenants, representations and warranties contained in this Agreement shall survive the Closing.

8.3 **Assignment.** Except as provided below, neither Developer nor the Nonprofit may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the Developer from their obligations under this Agreement.

a. The Nonprofit may transfer its interests hereunder, without the approval of City or Developer, to a limited partnership in which the managing general partner is an entity under the direct control of or under common control with the Nonprofit.

b. The Nonprofit may transfer its interests hereunder to City at any time, without the approval of Developer. If (i) the Nonprofit elects not to acquire the Property, or (ii) the Nonprofit has not closed escrow on the acquisition of the Property on or before the Outside Closing Date, then the Nonprofit's interests hereunder shall automatically be assigned to City, the Due Diligence Contingency Period shall be extended to [sixty (60)] days after the date of such assignment, and the Outside Closing Date shall be extended to [thirty (30)] days after the end of the revised Due Diligence Contingency Period. City shall not be liable for any obligations of the Nonprofit which arose prior to the date of assignment.

8.4 **Successors.** Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

8.5 **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any dispute arising hereunder shall be in the Superior Court of Alameda County.

8.6 **Integrated Agreement; Modifications.** This Agreement contains all the agreements of the Parties concerning the subject hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying upon in entering this Agreement that are not fully expressed herein. Any modifications to this Agreement must be in writing and signed by Developer, City and the Nonprofit.

8.7 **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and the remainder of this Agreement shall remain in full force and effect unless the invalidated provision materially alters the consideration being exchanged between Developer and the Nonprofit. However, if any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, but the stricken provision can be replaced with a legal, enforceable and valid provision in keeping with the intent of the Parties as expressed herein and which fairly restores the consideration lost as a result of the stricken provision or stricken part thereof, then this Agreement shall remain in full force and effect.

8.8 **Notices.** Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., FedEx) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

If to Nonprofit: Eden Housing
22645 Grand Street
Hayward, California 94541-5031
Attention: _____

If to Developer: TH East Ranch Dublin, LLC
3001 Bishop Drive, Suite 100
San Ramon, CA 94583
Attention: Tony Bosowski, Division President

And a copy to: TH East Ranch Dublin, LLC
3001 Bishop Drive, Suite 100
San Ramon, CA 94583
Attention: Legal Department

And a copy to: Jackson Tidus
2030 Main Street, 12th Floor
Irvine, CA 92614
Attention: Sonia Lister, Esq.

If to City: City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attention: City Manager
Copy to City Attorney

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable.

Any Party may change its address by notice to the other Party. Each Party shall make a good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

8.9 **Time.** Time is of the essence to the performance of each and every obligation under this Agreement.

8.10 **Reasonable Consent and Approval.** Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

8.11 **Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

8.12 **Waivers.** Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

8.13 **Signatures/Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

8.14 **Date and Delivery of Agreement.** Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

8.15 **Representation on Authority of Parties.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

8.16 **No Return of Property.** Notwithstanding any other provision of this Agreement or any other agreement between any of the Parties hereto, once the Property is conveyed to and accepted by the Nonprofit, the Nonprofit shall have no right or obligation to return the Property to Developer under any circumstances.

8.17 **Fees and Expenses.** Except as otherwise provided herein, all expenses incurred as part of the transaction, including legal, professional, due diligence, advisory support, negotiation, etc., shall be borne by the party which incurred the fee or expense.

8.18 **No Continued Marketing.** From and after the execution of this Agreement, Developer shall not market or solicit offers for the Property from any third parties (including "backup" offers).

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Effective Date.

Nonprofit:

By:_____

By:_____

Developer:

By:_____

City:

By:_____

EXHIBIT A

LEGAL DESCRIPTION

That real property located in the City of Dublin, County of Alameda, State of California, described as follows:

EXHIBIT B

Recording Requested by and When Recorded, Return to:	

APN 163-361-11

Exempt from Documentary Transfer Tax
Per Rev. & Tax. Code § 11911(a)
Consideration less than $100

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, TH East Ranch Dublin, LLC, a California limited liability company ("Grantor"), hereby grants to _____ ("Grantee"), all that certain real property, together with any and all improvements and fixtures situated thereon and appurtenances thereto (collectively, the "Property"), located in the City of Dublin, County of Alameda, State of California and more particularly described in Attachment No. 1 hereto and incorporated in this Grant Deed by this reference.

1. Grantee agrees that the Property shall be bound by the following Restrictions and acknowledges that the failure to comply with any of the foregoing shall constitute a violation of the Restrictions:

(a) _____.

(b) _____.

(c) _____.

2. This Deed and the Restrictions shall run with the land and shall be binding upon Grantee and inure to the benefit of Grantor. References herein to "Grantor" shall include all successors, assigns and transferees of Grantor's rights and remedies hereunder and at law or in equity for a breach of the Restrictions, and references herein to "Grantee" shall include all successors, assigns and transferees of Grantee's right, title and interest in the Property and this Deed (including, without limitation, the Restrictions). This Deed and the Restrictions shall be enforceable by the rights and remedies set forth in Paragraph 2 hereof.

3. The City of Dublin, a California municipal corporation (the "City"), is an intended third party beneficiary of the Restrictions, with rights to enforce the Restrictions.

4. Neither this Deed nor the Restrictions may be rescinded, modified or amended, in whole or in part, without the written consent of Grantor and City.

5. Whenever in this Deed a notice is to be given to Grantor or Grantee, it shall be in writing and delivered personally, by certified mail, or by reputable courier service which provides written evidence of delivery, addressed as follows: (i) as to Grantee, to the then current fee owner of the Property at the address to which real property tax statements for the Property are then currently to be mailed by the applicable governmental taxing authority, and (ii) as to Grantor, to_____, or (B) to such other address for Grantor that is identified as Grantor's notice address in any instrument delivered to the then Grantee.

.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 202__.

GRANTOR:

TH East Ranch Dublin, LLC,
a California limited liability company

By:_____

GRANTEE:

By:_____

By:_____

CITY:

By:_____

By:_____

Exhibit B

Attachment No. 1 to Grant Deed

LEGAL DESCRIPTION

That real property located in the County of Alameda, State of California, described as follows:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On_____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

EXHIBIT "C"

OPTION AGREEMENT

[To Be Attached]

5428396.2

DocuSign Envelope ID: D6345D76-9072-4D08-82DA-C70BC58813C5

EXHIBIT F

ADU Regulatory Agreement

Attached

5405636.4

requested by and when recorded mail to:

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

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's Use

City Clerk Department\Agreements/Contracts\0600-25
Development: East Ranch
Owner:

APN:

SECONDARY UNIT REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

Owner:	**Name**
Property Address:	**Address, Lot #** **Dublin, CA 94568**
Name of Development:	**East Ranch**

This Secondary Unit Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement") is entered into effective as of **Date** ("Effective Date") by and between the City of Dublin, a public body, corporate and politic ("City") and **Name** (the "Owner"). City and Owner are hereinafter collectively referred to as the "Parties."

Recitals

A. Owner is the owner of certain real property that contains a secondary dwelling unit, which is located in the City of Dublin, County of Alameda, State of California and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"). The Property is located within a residential development project area (the "Project") that was subject to the City's Inclusionary Zoning Regulations (Chapter 8.68 of the Dublin Municipal Code), which requires that developments consisting of 20 or more residential units must include a specified percentage of units that are subject to affordability restrictions set forth in a binding agreement recorded against the property.

B. The developer of the Project chose to satisfy its obligations through among other things the construction of secondary units on some of the residential lots in the Project, including on the Property, and requiring the purchasers to enter into regulatory

agreements restricting the rents charges for the secondary units to affordable rents, in accordance with the Inclusionary Zoning Regulations.

C. The Parties have agreed to enter into and record this Agreement in order to satisfy the requirements described in the foregoing Recitals. The purpose of this Agreement is to regulate and restrict the occupancy and rents of the Property's Restricted Unit (defined below) for the benefit of the occupants. The covenants in this Agreement are intended to run with the land and be binding on Owner and its successors and assigns for the full term of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties hereby agree as follows:

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"**Applicable Income Level**" means the annual gross income level specified below:

☒ Low-income: 50% to 80% of Area Median Income.

"Area Median Income" or "AMI" means the area median income for Alameda County, California, adjusted for household size, published periodically by the California Department of Housing and Community Development ("HCD") in Section 6932 of Title 25 of the California Code of Regulations ("Regulations") or successor provision published.

"Eligible Household" means a household whose gross income does not exceed the Applicable Income Level and that is otherwise eligible to rent a Restricted Unit.

"Qualifying Rent" means a monthly rent which does not exceed one-twelfth of thirty percent (30%) of the Applicable Income Level adjusted for household size, less a utility allowance as specified by the Housing Authority of Alameda County.

"Restricted Unit" means the secondary dwelling unit on the Property that is depicted in Exhibit B and that is reserved for occupancy at a Qualifying Rent in accordance with and as set forth in Section 2.

2. Use and Affordability Restrictions. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 Affordability Requirements. The Restricted Unit, if it is rented, shall be rented at not more than Qualifying Rent and occupied by Eligible Households. Owner shall ensure that language is contained in all leases and contracts with tenants executed by Owner that prohibits subleasing of the Restricted Unit.

2.2 Rents for Restricted Units. Rent charged to, and paid by, a tenant for Restricted Units shall be not more than Qualifying Rent. Notwithstanding the foregoing, no tenant qualifying for a Restricted Unit shall be denied continued occupancy of the Restricted Unit because, after admission, such tenant's adjusted income increases to exceed the qualifying limit for such Restricted Unit.

2.3 Non-Discrimination; Compliance with Fair Housing Laws. Owner shall not discriminate against persons or groups of persons on account of race, color, religion, creed, sex, sexual orientation, marital status, familial status, ancestry or national origin in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. Owner shall each ensure that language prohibiting such discrimination shall be included in all deeds, leases and contracts executed by Owner or its successors and assigns with respect to the Property. Owner shall comply with state and federal fair housing laws in the marketing and rental of the units in the Property.

3. Reporting Requirements.

3.1 Tenant Verification. Owner or its authorized agent shall obtain from each household prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, written documentation verifying each tenant's eligibility containing all of the following, including additional documentation as City may reasonably require (collectively hereinafter "Written Verification"):

(a) Number of people in the household; and

(b) Total household income.

Owner or its authorized agent shall retain Written Verification for not less than three (3) years, and upon City's request, shall make the Written Verification available for inspection by City and shall provide copies of the Written Verification to City. Owner or its authorized agent may require each Eligible Household to certify the Written Verification.

3.2 Annual Report; Inspections. Owner shall submit an annual report ("Annual Report") to the City in conformity with the requirements of Section 8.68.050.B of the Inclusionary Zoning Regulations, together with a certification that the Property is in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information: (i) identification of the Restricted Unit by address; (ii) the monthly rents charged and proposed to be charged; (v) the number of people residing in the unit; and (vi) the total household income of residents. Depicted in Exhibit C. Upon City's request, Owner shall include with the Annual Report, a copy of the Written Verification Owner obtained pursuant to Section 3.1 above, and such additional information as City may reasonably request from time to time in order to show compliance with this Agreement. Owner shall permit representatives of City to enter and inspect the

Property during reasonable business hours in order to monitor compliance with this Agreement upon 24 hours advance notice of such visit to Owner.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect for 55 years from the original owner's date of signing, hereby understood by the Parties to be DATE.

4.2 Effectiveness Succeeds Conveyance of Property. This Agreement shall remain effective and fully binding for the full term hereof regardless of any sale, assignment, transfer, or conveyance of the Property, unless this Agreement is terminated earlier by City in a recorded writing.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge the terms of this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement in accordance with its terms.

5. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property to the covenants and restrictions set forth in this Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property or any part thereof or interest therein. Each reference in this Agreement to a specifically named party shall be deemed to mean a reference to the successor of each such Party. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property (other than the tenants of the individual dwelling units within the Property) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property in favor of City.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Except as City may otherwise agree in writing, City shall have no responsibility for management or maintenance of the Property. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties.

6.2 Intentionally Omitted.

6.3 Repair, Maintenance and Security. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Property (including without limitation, the residential units, common areas, landscaping, driveways and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Owner shall prevent and/or rectify any physical deterioration of the Property and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair.

6.4 Intentionally omitted.

6.5 Intentionally omitted.

6.6 Intentionally omitted.

6.7 Intentionally omitted.

6.8 Property Damage or Destruction. If any part of the Property is damaged or destroyed, Owner shall repair or restore the same as soon as practicable, consistent with the occupancy and rent restriction requirements set forth in this Agreement.

7. Recordation; No Subordination. This Agreement shall be recorded in the Official Records of Alameda County. Concurrently with the execution and recordation of this Agreement, Owner and City shall further execute and record a Performance Deed of Trust, Assignment of Rents, Fixture Filing and Security Agreement, in the form provided by City (the "Performance Deed of Trust"). Owner hereby represents, warrants and covenants that with the exception of easements and restrictions of record, absent the written consent of City, this Agreement and the Performance Deed of Trust shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property. If at the time this Agreement and the Performance Deed of Trust are recorded, any interest, lien, or encumbrance has been recorded against the Property in position superior to this Agreement and the Performance

Deed of Trust, upon the request of City, Owner hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section, and to provide such evidence thereof as City may reasonably request. Subordination of this Agreement and the Performance Deed of Trust shall require a fee to be paid to the City at the close of escrow. Fee amounts may adjust annually.

8. Transfer and Encumbrance.

8.1 Restrictions on Transfer. During the term of this Agreement, except as permitted pursuant to this Agreement, Owner shall not make or permit the occurrence of any conveyance, sale or lease (except as to individual dwelling units) of the Property without the prior written consent of the City; provided however City shall not withhold its consent to the sale, transfer or other disposition of the Property, in whole or in part, provided that (i) the transferee expressly assumes all obligations of Owner imposed by this Agreement; (ii) the transferee executes all documents reasonably requested by the City with respect to the assumption of the Owner's obligations under this Agreement; and (iii) the Owner has paid the City an Affordable Home Ownership Fee to cover the City's costs associated with the transaction. The amount of the Affordable Home Ownership Fee amount shall be as established from time to time by the City Council.

8.2 Encumbrances. Owner agrees to use best efforts to ensure that any deed of trust secured by the Property shall contain each of the following provisions: (i) the holder of such deed of trust shall use its best efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner (provided however, the failure to do so shall not impair such holder's rights and remedies); and (ii) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure, extended by an additional thirty (30) days.

8.3 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Property that such violation has occurred.

9. Default and Remedies.

9.1 Events of Default. Owner's failure to cure any default in performance of Owner's obligations under this Agreement within thirty (30) days following City's delivery of a notice of default shall constitute an Event of Default hereunder and shall entitle the City to proceed with any of the remedies described below. Notwithstanding the foregoing, if the default is such that it is not reasonably capable of being cured within thirty (30) days,

an Event of Default shall not arise hereunder if Owner commences to cure the default within 30 days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event later than ninety (90) days after receipt of City's notice of default or such longer period as City may agree to in writing.

(a) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

(b) For violations of obligations with respect to rents for Restricted Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Qualifying Rent;

(c) Pursue any other remedy allowed at law or in equity.

9.2 Remedies Cumulative. Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnification. Owner shall defend (with counsel approved by City), indemnify and hold the City and its officials, officers, directors, employees, and agents (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) arising from or in connection with or in any way related to: (i) Owner's performance or failure to perform any obligation required by this Agreement; or (ii) any act or omission by Owner, or any of Owner's contractors, subcontractors, agents, employees, licensees or suppliers related to the Property, except to the extent arising from the gross negligence or willful misconduct of such Indemnified Party. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their

respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice is effective upon delivery;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt;

(c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(d) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City:
City of Dublin
Attn: City Clerk
100 Civic Plaza
Dublin, CA 94568
HousingInfo@dublin.ca.gov

Owner:
Buyers
Address
Dublin, CA 94568

11.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.5 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

11.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council.

11.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money

which may become due to Owner or its successor or for any obligation of City under this Agreement.

11.8 Headings; Construction. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party.

11.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

11.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

11.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.13 Entire Agreement; Exhibits. This Agreement contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. The exhibits attached hereto are incorporated herein by this reference.

11.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

OWNER

_____
Buyer

_____
Buyer

CITY OF DUBLIN

_____
Linda Smith, City Manager

ATTEST:

_____
City Clerk

SIGNATURES MUST BE NOTARIZED.

Notary Acknowledgement

[Insert Here]

Exhibit A

LEGAL DESCRIPTION

Exhibit B

MAP

EXHIBIT C

ANNUAL SURVEY SAMPLE

DUBLIN
CALIFORNIA
THE NEW AMERICAN BACKYARD

SECONDARY UNIT ANNUAL SURVEY

Please return your completed survey within 30 days to:
City of Dublin Housing Division, 100 Civic Plaza, Dublin, CA 94568
Complete this form electronically
(Check your inbox for an email with your survey link)

Owner Name(s): _____

Unit Address & Development: _____

Mailing Address: _____

Contact Information: _____

Rental and Ownership Verification

Your secondary unit is restricted for income households. To verify the maximum monthly rent a tenant may be charged and household income limits, visit: www.dublin.ca.gov/housing/rentsandincomelimits.

	YES	NO
1. I am currently renting my *secondary unit* to another household/individual.	❑	❑

If ***yes***:

a. Indicate the monthly rent being charged $_____

b. Identify the number of persons in the tenant household _____

c. Indicate the annual gross income of the tenant household $_____

d. Provide a copy of the lease agreement to the City.

2. Provide a copy of your current homeowner's insurance to the City.

I understand that there are restrictions on my property and if I choose to refinance, sell or rent my property, I must first contact the City of Dublin Housing Division at (925) 833-6610 or HousingInfo@dublin.ca.gov.

I understand that, per my Secondary Unit Regulatory Agreement, if I choose to rent my secondary unit, the monthly rent cannot exceed one-twelfth of thirty percent (30%) of the applicable income level () adjusted for household size, less a utility allowance as specified by the Housing Authority of Alameda County.

In affixing my/our signature/s below, I/we affirm that all information provided in this form is true and correct. I/We understand that if any information is falsely reported, the City of Dublin may take legal action against me/us.

_____ _____
Signature of Owner, Print Name Date

_____ _____
Signature of Owner, Print Name Date

SAMPLE

5431268.2

Agenda Item 8.3

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: April 18, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: East Ranch Inclusionary Housing and Community Facilities District Proposals
Prepared by: Amy Million, Principal Planner and Kan Xu, Senior Civil Engineer

EXECUTIVE SUMMARY:

The Applicant, TH East Ranch Dublin, LLC (Trumark Homes), submitted a request for the City Council's consideration of an alternative method of complying with the Inclusionary Zoning Regulations and the formation of a Facilities Community Facilities District (CFD) to finance the construction of public improvements within the East Ranch development project. The City Council will receive a presentation from the Applicant and provide feedback regarding the affordable housing proposal and formation of a Facilities CFD for improvements. No formal action will be taken, nor will approvals be granted, for the project at this meeting.

STAFF RECOMMENDATION:

Receive the presentation and provide feedback on the Applicant's proposal to satisfy the requirements of the Inclusionary Zoning Regulations and formation of a Community Facilities District to fund the construction of public facilities.

FINANCIAL IMPACT:

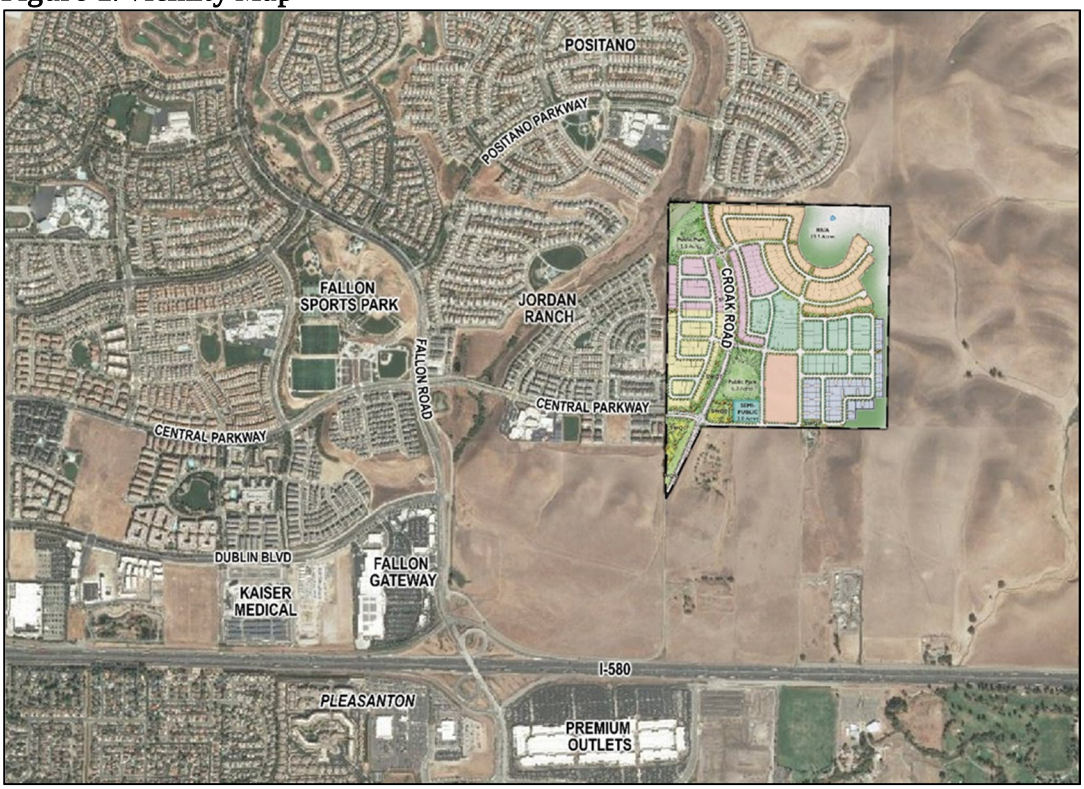
All costs associated with preparing this report are borne by the Applicant. The Applicant's inclusionary housing proposal includes the payment of in-lieu fees for 25 units to satisfy 35% of the affordable requirement. Based on the current in-lieu fee of $228,994.42/unit this payment would be $5,724,860.50. In addition, as a part of the implementation of the East Ranch development project, a Facilities Community Facilities District (CFD) is proposed for the purpose of financing the acquisition and construction of public improvements within the development, including two neighborhood parks.

DESCRIPTION:

Background

The 165.5-acre East Ranch development project site is an undeveloped parcel located within the Fallon Village area of the Eastern Dublin Specific Plan (EDSP). The site is located north of Interstate 580, east of Fallon Road and the Jordan Ranch development, south of the Positano development, and adjacent to the City's eastern boundary, as shown in Figure 1 below. The project site generally increases in elevation from south to north with knolls and hilly terrain in the northeastern portion of the site.

Figure 1. Vicinity Map



On December 7, 2021, the City Council introduced a Planned Development Ordinance, approved Vesting Tentative Tract Map No. 8563, and approved a Heritage Tree Removal Permit (Resolution No. 140-21). On December 21, 2021, the City Council approved a Planned Development Zoning Stage 2 Development Plan (Ordinance No. 11-21).

On December 23, 2021, pursuant to Elections Code Section 9238, subd. (b)(2)(B), a proposed summary of a referendum against Planned Development Zoning Ordinance No. 11-21 was submitted. To qualify, the referendum petition needed to contain signatures of at least 10% of the registered Dublin voters or a minimum of 3,439 signatures. The referendum petition was determined to be sufficient for filing and was delivered to the Alameda County Registrar of Voters on January 27, 2022 for signature examination. The Registrar of Voters determined that the petition contained the minimum number of valid signatures necessary to qualify the referendum for consideration by the City Council.

On March 1, 2022, the City Council accepted the City Clerk's Certificate of Petition certifying the sufficiency of the referendum petition. At the request of TH East Ranch Dublin, LLC, the Applicant, the City Council also repealed Ordinance No. 11-21 (Ordinance No. 02-22). The City Council took this action instead of asking the voters to consider Ordinance No. 11-21.

The Applicant has correctly pointed out that the Housing Accountability Act (HAA) (Government Code Section 65589.5) expressly precludes the City from requiring a rezone when a project is consistent with the General Plan. This rule applies even when the existing zoning is inconsistent with the General Plan, as is the case here.

The Vesting Tentative Tract Map No. 8563 was not subject to the referendum and, therefore, remains in effect. On May 3, 2022, the City Council approved modifications to Condition of Approval Nos. 6 and 7 of the Vesting Tentative Map (Resolution No. 40-22). The request was submitted by the Applicant pursuant to the HAA and amended the two conditions of approval to comply with the objective standards of the City's Inclusionary Zoning Regulations. As a result, the applicant is able to pursue a project that fully complies with all objective City standards to be processed under the HAA.

On March 14, 2023, the Planning Commission approved the Site Development Review Permit for six neighborhoods that includes the construction of 459 conventional single-family homes, 14 zero-lot-line single-family homes, 100 townhomes, and a landscape master plan.

Project's Relationship to State Housing Laws and Policy

The Applicant designed the project under state housing laws which limit the City's discretion on the project. The HAA, the Housing Crisis Act of 2019 (Senate Bill 330), and various other state laws prevent or restrict the ability to deny projects that are consistent with applicable, objective standards in effect at the time when the application is deemed complete. The Applicant designed the East Ranch development project to be consistent with the applicable objective standards of the General Plan and Eastern Dublin Specific Plan, the existing Planned Development Zoning Stage 1 Development Plan (Ordinance No. 32-05 and Ordinance No. 45-08), and other policies, as a means of limiting the City's discretion.

The HAA prohibits the City from denying applications for such projects absent an immediate threat to public health or safety that cannot be mitigated, as determined by objective standards that were in place when the application was submitted. In essence, the HAA provides that once a city designates a site for housing in its General Plan, it must allow that housing to be developed except in very limited circumstances involving immediate threats to public health and safety.

Current Request

The Applicant requests the City Council consider an alternative method of compliance with the Inclusionary Zoning Regulations and the formation of a Community Facilities District (CFD) for the purpose of financing the acquisition and construction of public improvements within the development (Attachment 1). The Applicant's requests are exceptions to the objective standards of the City and therefore do not have to be approved under the HAA. These requests are subject to discretion of the City Council.

Analysis

Inclusionary Zoning
The City's Inclusionary Zoning Regulations (DMC Chapter 8.68) require all new residential projects of 20 units or more to construct 12.5% of the total number of units as affordable units. The units shall reflect the range of number of bedrooms provided in the project as a whole but may be smaller in size. The proposed East Ranch project generates a requirement to provide 72 affordable units (i.e., 573 units x 12.5% = 72 units).

The East Ranch project is currently required to comply with the Inclusionary Zoning Regulations by conforming to the objective standards in that Ordinance summarized as follows:

- In-Lieu Fee: 40% of the total number of affordable units within the development (29 units) may be satisfied via payment of an "In-Lieu Fee" as provided by the City's Impact Fee Schedule.
- On-site Below-Market-Rate Units: 60% of the total number of affordable units within the development (43 units) shall be developed on site, with 40% of those (17 units) for low-income households and 60% of those (26 units) for moderate-income households.
- Below-Market-Rate Units shall be dispersed throughout all the neighborhoods, in rough proportion to the number of market rate units in each neighborhood and constructed concurrently with the market rate units in the same neighborhood.
- Execution of an agreement imposing appropriate resale controls and/or rental restrictions on the affordable units shall be required in accordance with DMC Chapter 8.68.
- The Applicant/Developer shall implement and conform to all objective requirements of DMC Chapter 8.68.

Pursuant to DMC Section 8.68.040.E, a developer may request an exception to the construction of 12.5% of the total number of dwelling units as affordable units. All exceptions require City Council approval, which shall be obtained at or prior to the last discretionary approval for the project, in this case the formation of a CFD.

The Applicant has proposed an alternate method of compliance with the Inclusionary Zoning Regulations. This alternate approach to affordable housing is an exception to the objective standards of the Inclusionary Zoning Regulations, and thus the HAA does not restrict the City Council's discretion when considering this exception. The proposed alternate affordable housing approach is similar to the alternate method of compliance previously reviewed and approved by the City Council with the adoption of Ordinance No. 11-21 in December 2021. The Applicant affordable housing proposal is summarized as follows:

- Payment of in-lieu fees for 18 units (to satisfy 35% of the affordable requirement). Based on the current in-lieu fee of $228,994.42/unit, this payment would be $5,724,860.50.
- Construction of 18 deed-restricted units at the moderate-income level. These units would consist of 14 zero-lot-line single-family units and 4 townhomes (to satisfy 25% of the affordable requirement).
- Dedication of the two-acre Semi-Public site for a future affordable housing project to satisfy the requirement for 36 units (to satisfy 40% of the affordable requirement).

- Construction of 50 deed-restricted accessory dwelling units at the low-income level.

Staff had recommended approval of the similar proposal in December 2021.

Community Facilities District
A CFD is a special financing district that provides a mechanism for funding specific facilities and services as authorized through the Mello-Roos Community Facilities Act of 1982 (Gov. Code, Section 53311 et seq.). The Act allows any county, city, special district, school district, or joint powers authority to establish a CFD in order to levy special taxes for the purpose of financing public facilities and services. The special taxes can then be used to pay off any bonds issued to fund facilities and improvements, or as an ongoing revenue source to pay for certain services.

A "Facilities CFD" can be used to fund a range of public facilities and is generally applicable for any real or other tangible property with an expected useful life of five or more years that will be owned and operated by the local agency. Examples of authorized improvements include but are not limited to parks, roads, bridges, and utility systems. A Facilities CFD is typically financed through the issuance of bonds, which are repaid over time by the property owners within the district.

A "Services CFD" can be used (even in conjunction with a Facilities CFD) to fund certain ongoing services like police protection, fire protection and suppression, ambulance and paramedics, maintenance and lighting of parks, parkways, roads, and open space, flood and storm protection, and environmental cleanup and remediation. The creation of both CFDs requires approval of the local agency. Revenue to operate a Services CFD is generated through assessments levied on the properties within the district.

The Vesting Tentative Tract Map Condition of Approval No. 127 (Resolution No. 140-21) notes that the Applicant cannot object to the formation of any CFD. The Applicant is now seeking approval of the first final map and has started the Services CFD formation process by providing an initial financing proposal for Staff review. The Services CFD will fund maintenance of the public streets, two public parks, and the storm drain systems within the East Ranch development. Based on the City's current maintenance costs for similar items throughout the City, a contingency, and administration costs, the proposed assessment on each unit within the district is approximately $1,119 per year for maintenance of public infrastructure (Attachment 2). The adjusted property tax to include the Services CFD will equal approximately 1.43% of the estimated home price.

The Applicant is requesting the City Council's consideration of the formation of a Facilities CFD to fund construction of certain public infrastructure and development impact fees associated with the project, including grading, street improvements, storm drain, water, and sewer facilities. The inclusion of water and sewer facilities within the Facilities CFD will require a separate Joint Community Facilities Agreement between the Applicant, the City, and Dublin San Ramon Services District. The Applicant's proposed annual CFD special tax rate (Services CFD and Facilities CFD), when combined with all other property taxes would, on average, equal approximately 1.70% of the estimated home price. The bonding capacity of the Facilities CFD is estimated to yield approximately $38.5 million in net proceeds based on the special tax rate, assuming annual escalation of 2% per year and an interest rate on the bonds of 5.50% (net of typical costs for underwriter discount, reserve funds, capitalized interest, and incidental expenses). The proposed

Facilities CFD would be structured to consist of six special tax zones, one for each of the various lot/product types, as shown in the following table.

Zone #	Product Type	Annual Special Tax (per unit)
Zone 1	65' x 100' lots	$7,955
Zone 2	55' x 95' lots	$6,039
Zone 3	50' x 110' lots	$6,388
Zone 4	49.5' x 80' lots	$4,776
Zone 5	Cluster lots	$3,959
Zone 6	Townhome units	$1,904

For additional context, the City of Dublin currently has two CFDs, Dublin Crossing CFD No. 2015-1 and Dublin Crossing CFD No. 2017-1, which were established as part of the Boulevard development to fund the acquisition and construction of infrastructure and to fund the maintenance of a portion of the infrastructure costs constructed in the development. The Dublin Crossing Facilities CFD (No. 2015-1) is funding eligible improvements constructed by the developer, including backbone street improvements, storm drain improvements, sewer and water improvements, landscaping, fencing, as signage, as well as various development-related fees. The Dublin Crossing Services CFD (No. 2017-1), on the other hand, is limited to only maintenance of landscaping within public street medians and maintenance of streetlights within the public street rights-of-way in the Boulevard development. Typical per-unit assessments for Fiscal Year 2022-23 for the Dublin Crossing Facilities CFD range from $3,760 to $5,603, and for the Dublin Crossing Services CFD range from $46.24 to $69.34, depending on product type and unit square footage. It is difficult to compare CFD tax rates between projects as a variety of factors can impact this rate, such as property value, property type, use of property, number of units within the district boundary, capital improvement scope, maintenance scope, duration of tax, and changes to tax rates over time, which all come together to determine assessment rates within a district.

Conclusion

The City Council is asked to receive a presentation and provide feedback regarding the Applicant's proposal for an alternative method to satisfy the requirements of the Inclusionary Zoning Regulations and the formation of a Facilities Community Facilities District for the construction and acquisition of improvements.

ENVIRONMENTAL REVIEW:

The City Council is receiving a presentation and providing feedback on the Applicant's affordable housing proposal and the formation of a Facilities CFD and no formal action will be taken at this time. This discussion is not subject to the requirements of the California Environmental Quality Act (CEQA) as it does not have the potential to result in a direct physical change in the environment or a reasonably foreseeable indirect change in the environment and, thus, does not meet the definition of a project under CEQA Guidelines Section 15378.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A copy of this Staff Report was provided to the Applicant and the City Council Agenda was posted.

ATTACHMENTS:

1) Trumark Letter dated March 31, 2023
2) Maintenance Cost Estimate

Agenda Item 6.1

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Municipal Code Amendment to Section 8.84.140.I "Real Estate Directional Signs" (PLPA-2023-00017)
Prepared by: Crystal De Castro, Senior Planner

EXECUTIVE SUMMARY:

The City Council will consider City-initiated amendments to the Dublin Municipal Code in response to complaints related to Real Estate Directional Signs (aka "open house signs"). The City Council will consider adopting amendments to Dublin Municipal Code Section 8.84.140.I "Real Estate Directional Signs" to increase the number of open house signs allowed for each property, modify the minimum sidewalk clearance in conformance with the Building Code, require signs to be removed by 5:30 p.m., and clarify the City's enforcement authority.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and waive the reading and INTRODUCE the Ordinance Approving Amendments to Dublin Municipal Code Section 8.84.140.I "Real Estate Directional Signs."

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background

Pursuant to the Dublin Municipal Code (DMC) Chapter 8.84, a Real Estate Directional Sign is a "temporary sign advertising an open house for a property listed for sale, lease, or rent." State and federal law grants property owners, or their agents, rights to reasonably display Real Estate Directional Signs (California Civil Code Section 713 and 712). The City has exercised its right to regulate these signs to implement its interest in community aesthetics and public safety per DMC Section 8.84.140.I, as it relates to the number of signs, display times, sign size, placement, and manner of placement. The current ordinance allows four open house signs per property which are

permitted on holidays, Saturdays, Sundays, and one agent tour day each week from 10:00 a.m. through sunset. The regulations also allow no more than eight open house signs at any intersection and no more than one sign per property being advertised.

Over the past year, Staff has received complaints from several real estate agents related to code violations. Complaints are generally received from agents reporting fellow agents, stating their non-compliant competitors are gaining unfair business advantage over the law-abiding agents. Other agents have expressed concern that the DMC does not allow enough signs to direct buyers to an open house that is difficult to find. Violations arise when real estate agents either do not know the details of the City regulations or choose to ignore the requirements. A vast majority of complaints are concentrated within eastern Dublin where extra signs are displayed on occasion to direct potential buyers to an open house. In addition, realtors also occasionally fail to remove signs after the allowed timeframe.

The City has made a concerted effort over the past year to bring greater awareness to Real Estate Directional Sign regulations. This has included proactive, regular enforcement on weekends, as well as education and outreach to real estate agents working within the City of Dublin. Staff has found that education and enforcement resulted in fewer violations when realtors were contacted directly. Staff has also reached out to the Bay East Association of Realtors to further education efforts. The Association provides educational programs and summarizes and publishes the City's open house sign regulations (along with over thirty other local municipalities) on its website to serve as a resource to its members. The website can be viewed by visiting https://bayeast.org/community-info-statistics/.

The proposed amendments to the DMC are intended to further address these concerns while balancing economic development and aesthetic interests of the community. Staff did outreach to the Bay East Association of Realtors for feedback regarding the proposed amendments. The Association was in support of these amendments.

Analysis

Staff recommends the following amendments to Section 8.84.140.I where underlined text is proposed to be added and text with a strikethrough is proposed to be deleted. The draft Ordinance with the proposed amendments is included as Attachment 1 to this Staff Report.

Proposed Amendment: *Increase the number of signs allowed from four signs to six signs.*
A Real Estate Directional Sign Comparison Table (Attachment 2) shows the number of open house signs allowed by each of the surrounding Tri-Valley cities vary while most of the jurisdictions require sign removal by sunset. Based on code enforcement information for Dublin, an average of six signs are typically provided by realtors when a property is difficult to find. Therefore, Staff recommends an increase to the maximum number of allowed signs. Section 8.84.140.I.1 is proposed to be amended as follows:

1. Be limited to a maximum of ~~four~~ six ~~(4)~~ (6) open house signs for each property being advertised for sale.

Proposed Amendment: *Modify public access width allowed to 36 inches and clarify signs are not*

allowed in the medians.
The minimum sidewalk clearance is changed from 32 inches to 36 inches in accordance with the Building Code. Additional text is added to clarify signs are not allowed in medians. Section 8.84.140.I.2 is proposed to be amended as follows:

> 2. Not be located within the public right-of-way where such signs endanger the safety of persons or property, disrupt the normal flow of vehicle or pedestrian traffic, block views of such traffic, block ingress into or egress from any residence or place of business, or restrict a sidewalk width to less than ~~thirty-two (32)~~ thirty-six (36) inches. Notwithstanding the above, signs may be placed in a landscaping strip between the roadway and the sidewalk. Signs are not allowed in medians.

Proposed Amendment: *Clarify City authority to issue fines to enforce violation of the ordinance.*
Text is added to include the City's authority to issue fines for violations. Section 8.84.140.I.9 is proposed to be amended as follows:

> 9. Be subject to the City's authority to issue fines and to assess all necessary costs for the time spent by City personnel, or its authorized agents, to remove and enforce ~~illegally located~~ open house signs in violation of Section 8.84.140.I. In cases of repeated violations of requirements dealing with open house signs, rights to locate new open house signs in the City shall be forfeited.

Proposed Amendment: *Modify the removal time for open house signs.*
At the Planning Commission meeting on July 11, 2023, public comments were raised regarding concerns with open house signs left out after the allowed timeframe. After further review and discussions with the Bay East Association of Realtors, Staff found that open houses typically end by 4:00 p.m.; therefore, Staff proposes the removal time be changed from sunset to 5:30 p.m. Section 8.84.140.I.8 is proposed to be amended as follows:

> 8. Be permitted on holidays, Saturdays, Sundays, and one agent tour day each week from 10:00 a.m. ~~through~~ ~~sunset~~ to 5:30 p.m.

Upon approval of the ordinance, Staff will enhance the amount of education materials/brochure on various media platforms. Staff will also provide an educational brochure along with a written warning to first time offenders, efficiently combining education and enforcement actions.

Consistency with General Plan, Specific Plans, and Zoning Ordinance
The proposed amendments to the Dublin Municipal Code are consistent with the Dublin General Plan and all applicable Specific Plans and the Zoning Ordinance as the amendments bring greater clarity and consistency to existing zoning regulations which implement the General Plan and Specific Plans. Specifically, General Plan Goal 11.6.1 identifies that the City maintain small-business-friendly development services and Implementation Measure 11.6.1.B.3 to "implement permit/inspection process refinements: improve City procedures, as appropriate."

Planning Commission Review

On July 11, 2023, the Planning Commission held a public hearing to consider the proposed amendments and make a recommendation to the City Council. As part of the public hearing, three members of the public provided comments, including two real estate agents and a representative from the Bay East Association of Realtors. Following the public hearing, the Planning Commission adopted Resolution No. 23-04 (Attachment 3), recommending the City Council approve the proposed amendments. The Planning Commission further recommended adding a provision to differentiate the number of signs permitted for major and residential intersections. The Sign Regulations (Section 8.84.140.I.5) currently permits no more than eight (8) open house signs at any intersection. The Planning Commission recommended modifying this provision to further limit the number of open house signs residential intersections to four signs.

The number of open house signs at intersections has not previously presented any complaints or enforcement issues and the number of signs that can be displayed at any given intersection is also preempted by requirements to provide an accessible path of travel and motorist visibility. Staff resources to enforce open house signs on weekends is limited. The proposed amendment would require additional Staff time dedicated to monitoring intersections, as well as time required to prepare maps identifying intersection types and to educate the real estate agent community about the different intersection types. Therefore, Staff does not recommend this amendment to the Sign Regulations. However, if the City Council determines this amendment is necessary, the City Council can direct Staff to include this provision in the Ordinance amending the Sign Regulations.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the amendments will not have a significant effect on the environment and are not subject to CEQA review.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a public notice was published in the *East Bay Times* and posted at several locations throughout the City. The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Approving Amendments to Dublin Municipal Code Section 8.84.140.I Real Estate Directional Signs
2) Real Estate Directional Sign Comparison Table

3) Planning Commission Resolution No. 23-04
4) Letter from David Stark, Bay East Association of Realtors

ORDINANCE NO. XX-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENTS TO DUBLIN MUNICIPAL CODE SECTION 8.84.140.I (REAL ESTATE DIRECTIONAL SIGNS) EFFECTIVE CITY-WIDE PLPA-2023-00017

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The City occasionally initiates amendments to the Zoning Ordinance to clarify, add, or amend certain provisions to ensure that the Zoning Ordinance remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community.

B. The City has initiated amendments to the Zoning Ordinance to clarify, add, or amend certain provisions to ensure that the Dublin Municipal Code complies with State law and remains internally consistent and relevant to changes occurring in the community.

C. The proposed amendments are consistent with California Civil Code Section 713 and 712.

D. The proposed Zoning Ordinance Amendments include modifications to Dublin Municipal Code Section 8.84.140.I (Real Estate Directional Signs) to increase the number of real estate directional signs allowed, modify the allowable sidewalk clearance in conformance with the Building Code, and clarify the City's enforcement authority.

E. The Planning Commission held a duly noticed public hearing on July 11, 2023, during which all interested persons were heard, and adopted Resolution No. 23-04 recommending City Council adoption of the proposed Zoning Ordinance Amendments.

F. A Staff Report was submitted to the Dublin City Council recommending approval of the proposed Zoning Ordinance Amendments.

G. The City Council held a public hearing on the proposed Zoning Ordinance Amendments on August 15, 2023, at which time all interested parties had the opportunity to be heard.

H. Proper notice of said hearing was given in all respects as required by law.

I. The City Council did hear and consider all said reports, recommendations and testimony herein above set forth and used its independent judgment to evaluate the project.

SECTION 2. FINDINGS

Pursuant to Section 8.120.050.B of the Dublin Municipal Code, the City Council hereby finds that the Zoning Ordinance Amendments are consistent with the General Plan and any applicable Specific Plan in that the amendments are necessary to comply with federal and state laws and are consistent with applicable land use regulations and development policies. Specifically, General Plan Implementation Measure 10.7.4.A calls for an "update the City's Sign Ordinance."

SECTION 3. CEQA

A. The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures, require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The City Council hereby finds the amendments to Title 8 of the Dublin Municipal Code (Zoning Ordinance) are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the amendments will not have a significant effect on the environment and are not subject to CEQA review.

SECTION 4.

A. The Dublin Municipal Code is amended as follows:

Section 8.84.140.I (Real Estate Directional Signs) of Title 8 of the Dublin Municipal Code is hereby amended to modify subsections 1, 2, and 9 to read as follows:

1. Be limited to a maximum of six (6) open house signs for each property being advertised for sale.

2. Not be located within the public right-of-way where such signs endanger the safety of persons or property, disrupt the normal flow of vehicle or pedestrian traffic, block views of such traffic, block ingress into or egress from any residence or place of business, or restrict a sidewalk width to less than thirty-six (36) inches. Notwithstanding the above, signs may be placed in a landscaping strip between the roadway and the sidewalk. Signs are not allowed in medians.

8. Be permitted on holidays, Saturdays, Sundays, and one agent tour day each week from 10:00 a.m. to 5:30 p.m.

9. Be subject to the City's authority to issue fines and to assess all necessary costs for the time spent by City personnel, or its authorized agents, to remove and enforce open house signs in violation of Section 8.84.140 I. In cases of repeated violations of requirements dealing with open house signs, rights to locate new open house signs in the City shall be forfeited.

SECTION 5. Effective Date.

This Ordinance shall take effect and be enforced thirty (30) days following its final adoption.

SECTION 6. Severability.

The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the ordinance or their applicability to other persons or circumstances.

SECTION 7. Posting.

The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this __th day of _____ 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Real Estate Directional Sign Comparison Table- Tri-Valley Cities

Jurisdiction	Maximum Off-Site Real Estate Directional Signs per Property	Maximum Number of Real Estate Directional Signs Allowed per Intersection	Placement in Public Right of Way (PROW)	Allowed Display Times	Enforcement (Repeated Violations)
Dublin (current ordinance)	4	8 (no more than 1 sign per property)	Prohibited within the PROW if it endangers public safety, is within 5 ft of a call box, fire hydrant, or mailbox. Must provide a minimum 32-inch clearance for the path of travel.	Holidays, Saturdays and Sundays and one agent weekday tour each week from 10:00 am to sunset.	Removal of signs, City's authority to assess costs and time for enforcement to remove signs, and rights forfeited
Pleasanton	4	-	Prohibited within medians and allowed within the right-of-way.	Monday - Sunday 10:00 am – 6:00 pm PST and Monday - Sunday 10:00 am – 8:00 pm PST Daylight Savings Time	Removal of signs, removal fee and fines
Livermore	No limit on private property	No limit on private property	Prohibited within PROW of residential, commercial, and industrial zones other than the Downtown Specific Plan area.	Thursday, Saturday, and Sunday during daylight hours	Removal of signs
San Ramon	1 per intersection leading to the site	8 (major intersection) 4 (residential street)	Prohibited within the PROW and must be placed 6' from the back of sidewalk.	Weekends and removed no later than Sunday at sunset. Agent tours on Thursdays and Fridays between the hours of 9:30 am and 2:00 pm	Removal of signs, City's authority to assess costs and time for enforcement, and rights forfeited
Danville	1 per intersection leading to the site	8 (major intersection) 4 (residential street)	Prohibited from blocking the path of travel or line of sight.	Saturdays, Sundays, and holidays and one agent weekday tour from 10:00 am to sunset.	Removal of signs, City's authority to assess costs and time for enforcement

RESOLUTION NO. 23-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN

RECOMMENDING CITY COUNCIL APPROVAL OF AMENDMENTS TO THE DUBLIN MUNICIPAL CODE SECTION 8.84.140.I (REAL ESTATE DIRECTIONAL SIGN) EFFECTIVE CITY-WIDE PLPA-2023-00017

WHEREAS, Staff initiated amendments to the Dublin Municipal Code to clarify, add or amend certain provisions to ensure that the Dublin Municipal Code complies with State law and remains internally consistent, and relevant to changes occurring in the community; and

WHEREAS, the amendments proposed to Dublin Municipal Code Section 8.84.140.**I** (Real Estate Directional Sign) are consistent with California Civil Code Section 713 and 712; and

WHEREAS, the proposed amendments will increase the number of real estate directional signs allowed, modify the allowable sidewalk clearance in conformance with the Building Code, and clarify the City's enforcement authority; and

WHEREAS, the California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared; and

WHEREAS, the Planning Commission recommends that the City Council find this project exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the amendments to the Dublin Municipal Code will not have a significant effect on the environment; and

WHEREAS, the Planning Commission held a public hearing on the proposed Zoning Ordinance Amendment on July 11, 2023; and

WHEREAS, proper notice of said hearing was given in all respects as required by law; and

WHEREAS, a Staff Report dated July 11, 2023 was submitted to the City of Dublin Planning Commission recommending City Council approval of the proposed Zoning Ordinance Amendment; and

WHEREAS, the Planning Commission did hear and consider all said reports, recommendations and testimony herein above set forth and used its independent judgment to evaluate the project.

WHEREAS, the Planning Commission recommended City Council add a provision to allow eight (8) signs at major intersections and four (4) signs at residential intersections; and

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this Resolution.

BE IT FURTHER RESOLVED that the Dublin Planning Commission does hereby recommend that the City Council adopt the Ordinance attached hereto as **Exhibit A and** incorporated herein by reference.

PASSED, APPROVED AND ADOPTED this 11th day of July 2023, by the following vote:

AYES: **Aini, Grier, Tyler**

NOES: **Thalblum, Wright**

ABSENT:

ABSTAIN:

DocuSigned by:
Renata Tyler
A6F2124CA29D4D1...
Planning Commission Chair

ATTEST:

DocuSigned by:
Anne Hersch
BA33C301E4DC4FE...
Assistant Community Development Director

BAYEAST ASSOCIATION OF REALTORS®

7021 Koll Center Parkway, Pleasanton, CA 94566
925.730.4060 | www.bayeast.org

August 7, 2023

Mayor Hernandez and members of the Dublin City Council,

I am writing on behalf of the Bay East Association of REALTORS® in support of amendments to the Dublin Municipal Code Section 8.84.140.I (Real Estate Directional Signs) recommended by the Dublin Planning Commission and City staff.

We understand the desire of the City of Dublin to allow real estate professionals to help their clients market homes for sale and guide potential buyers to open houses while also ensuring that real estate directional signs are displayed responsibly and do not create unsafe or unsightly conditions.

We appreciate the City of Dublin including our perspective on the development of the amendments you will be considering during your August 15 meeting. We support each of these amendments:

- Signs may be displayed Saturdays, Sundays, holidays, and one tour day per week, from 10am to 5:30pm;
- Up to six (6) signs may be displayed per property, and a total of eight (8) open house signs will be permitted at major intersections and four (4) signs at other intersections;
- Signs will be allowed on sidewalks if they do not impede pedestrians, block the view of traffic, or restrict the sidewalk width to less than 36 inches;
- Enforcement rules to allow city staff to issue fines and confiscate illegally-placed signs.

Should the City Council approve these amendments, the Bay East Association of REALTORS® will immediately share the new sign requirements with our members via a variety of communication channels.

Please contact me directly if you have any questions about our support for these amendments; our plans to share this information with our members; or the important role these signs play in residential real estate transactions. My direct telephone number is: (510)599-1682 or you may reach me via email at stevemedeiros2@gmail.com.

Sincerely,

Steve Medeiros, 2023 President
Bay East Association of REALTORS®

Real Estate Directional Signs

Municipal Code Amendment

City Council Meeting
August 15, 2023

DUBLIN
CALIFORNIA

Background

- Real Estate Directional Signs
  - Temporary signs that advertise an open house for property listed for sale, lease, or rent

- California Civil Code 712 and 713
  - Allows City to regulate the number of signs, time of display, placement, and manner of placement

Real Estate Directional Signs

Dublin Municipal Code Section 8.84.140.1

- Maximum of 4 open house signs per property
- Permitted on Holidays, Saturdays, Sundays and one agent tour per week from 10 AM to Sunset
- Maximum of 8 open house signs at any intersection and no more than 1 sign per property

Code Enforcement

- Concerns
  - Excessive signage
  - Signs left out after allowed timeframe
- Proactive enforcement on weekends
- Courtesy notices
- Outreach with Bay East Association of Realtors®

Proposed Amendments

- Allows for 6 directional signs per property
- Requires a 36” minimum sidewalk clearance
- Requires signs to be removed by 5:30 PM
- Clarify signs are prohibited in the medians
- Clarify City’s code enforcement authority

Planning Commission

- Recommended the City Council adopt the proposed amendments
- Recommended adding a provision for the number of signs on a major intersection and on residential street intersections

Recommendation

Introduce the ordinance approving amendments to the Dublin Municipal Code Section 8.84.140.1 (Real Estate Directional Signs)

Agenda Item 7.1

STAFF REPORT
CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Inclusionary Zoning and In-Lieu Fee Feasibility Study and Commercial Linkage Fee Nexus Study
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will receive a report on the Inclusionary Zoning and Affordable Housing In-Lieu Fee Feasibility Study and the Commercial Linkage Fee Nexus Study. The City Council will be requested to provide feedback and direction on key policy decisions. This feedback will be used to prepare updates to the Inclusionary Zoning Regulations, Affordable Housing In-Lieu Fee, and Commercial Linkage Fee programs in accordance with the City's Two-Year Strategic Plan. The updates to these programs will be considered for adoption at a future meeting.

STAFF RECOMMENDATION:

Receive the report and provide feedback and direction.

FINANCIAL IMPACT:

The cost for this project will be charged to the City's Affordable Housing Fund. There are sufficient funds allocated in the Fiscal Year 2023-24 Adopted Budget for this purpose.

DESCRIPTION:

Background
The City of Dublin Two-Year Strategic Plan includes Strategy 2: Housing Affordability, with the following two specific objectives:

- Objective 2.b: *Ensure the City's inclusionary zoning regulations incentivize targeted housing production;* and
- Objective 2.c: *Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing.*

The consulting firm Economic and Planning Systems (EPS) was selected through a competitive process to assist Staff with addressing these Strategic Plan Objectives.

The City's current Inclusionary Zoning Regulations (DMC Chapter 8.68) and Affordable Housing In-Lieu Fee were adopted by the City Council on May 21, 2002 (Ordinance 08-02 and Resolution 56-02 respectively). The Inclusionary Zoning Regulations (IZR) has been amended from time to time, while the In-Lieu Fee is adjusted annually on July 1 based on an inflationary index. The IZR apply to projects with 20 or more units. The City's current inclusionary requirement is 12.5%, meaning that 12.5% of the units in a market-rate residential project are to be set aside as affordable to lower-income households. A developer may satisfy 40% of this obligation through the payment of in-lieu fees. The current Affordable Housing In-Lieu Fee is $241,131 per affordable unit.

The Commercial Linkage Fee was adopted by the City Council on May 03, 2005 (Resolution 70-05) and is adjusted each year by an inflationary index. The current fees are shown in Table 1 below. The Commercial Linkage Fee serves to increase funding for affordable housing due to the nexus between non-residential development and the need it generates for affordable housing.

Table 1: Commercial Linkage Fee

Land Use Category	Commercial Linkage Fee
Industrial	$0.65
Office	$1.68
Research & Development	$1.09
Retail	$1.35
Services & Accommodations	$0.57

Staff and the consultant team have reviewed these programs, interviewed market-rate and affordable housing developers who are active in the City and the region, and conducted a survey of the inclusionary requirements, In-Lieu Fees, and Commercial Linkage Fees in other jurisdictions to provide context. Market conditions have changed, and development costs have increased since these programs were initially adopted. As a result, it appears that the inclusionary requirements and the in-lieu fee levels are no longer aligned, and the commercial linkage fees are below what other cities are charging.

The City Council will receive a presentation that outlines the findings from this review. The presentation will also highlight how the inclusionary requirement and in-lieu fee programs work from a market and economic perspective, and the implications and tradeoffs of updating these programs. Additionally, the results of the Commercial Linkage Fee nexus analysis, current land use categories, and potential changes to the land use categories will be discussed. This will include a review of the maximum fees that the City could charge, a comparison of fees in peer cities, and a discussion of potential approaches to setting these fees since the nexus-based maximums often exceed what most cities want to charge.

The City Council will be requested to provide feedback and direction on key policy decisions. This feedback will be used to prepare updates to the Inclusionary Zoning Regulations, Affordable

Housing In-Lieu Fee, and Commercial Linkage Fee programs for future consideration and adoption.

ENVIRONMENTAL REVIEW:

Receiving this informational report and providing direction is not subject to the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15306 (Information Collection).

STRATEGIC PLAN INITIATIVE:

Strategy 2: Housing Affordability.
Objective 2B: Ensure the City's inclusionary zoning regulations incentivize targeted housing production.
Objective 2C: Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

COMMERCIAL LINKAGE FEE NEXUS STUDY UPDATE AND INCLUSIONARY HOUSING PROGRAM UPDATE

Prepared for the City of Dublin

City Council

August 15, 2023

Economic & Planning Systems, Inc.
The Economics of Land Use

1330 Broadway, Suite 450 ▪ Oakland, CA 94612
510.841.9190 ▪ www.epsys.com

AGENDA

1) **Commercial Linkage Fee**
   - Nexus Overview and Logic
   - Land Use Categories and Key Assumptions
   - Maximum Nexus-Based Fee Calculation
   - Fee Survey
   - *Feedback Requested:* Potential Approaches to Setting Fees

2) **Inclusionary Housing Requirements and In-Lieu Fee**
   - Changing Market Conditions
   - Current Inclusionary Program (Ownership & Rental)
     - Gap Analysis
     - Developer Subsidy Calculation and Feasibility Assessment
     - Fee Survey Comparison with Other Jurisdictions
   - Program Observations
   - Implications for Update
   - *Feedback Requested:* Potential Approaches to Updating Requirements and Tradeoffs

COMMERCIAL LINKAGE FEE

COMMERCIAL LINKAGE FEE: KEY QUESTIONS

What is the impact of **new commercial development** on the need for workforce housing?

To answer this, we need to know…

1. How many jobs are generated from the new development?
2. How much do these new employees earn?
3. How many units of employee housing are needed?
4. What is the gap between housing development costs and workforce purchasing power?
5. What commercial linkage fee will fill this gap?

COMMERCIAL EMPLOYMENT AND HH GENERATION

Employment Category	Sq.Ft. per Worker	Total Workers per 100k Sq.Ft.	% of Workers Forming Households	Total Households per 100k Sq. Ft.
Commercial	472	212	92.3%	115
Lodging	3,000	33	98.0%	19
Office/R&D	307	326	98.0%	188
Industrial	862	116	98.0%	67

Household formation rates exclude workers aged 16 – 19 (Bureau of Labor Statistics)

Workers per household with earnings is 1.70 (2017-2021 Census ACS)

INCOME DISTRIBUTION OF WORKER HOUSEHOLDS

Every occupation in an employment/land use category is assigned an income level and the number of jobs for each occupation in the industry is used to estimate the proportion of worker households in each income category.

Employment Category[1]	Income Level			
	Very Low 50% AMI	**Low** 80% AMI	**Moderate** 120% AMI	**Above Moderate** >120% AMI
Commercial	0.0%	90.4%	3.5%	6.0%
Lodging	0.5%	87.1%	3.0%	9.4%
Office/R&D	0.0%	26.3%	14.0%	59.7%
Industrial	0.0%	43.4%	36.2%	20.4%

[1] Designation of household income assumes a 3-person household and 1.7 w orkers per household, based on American Community Survey data.

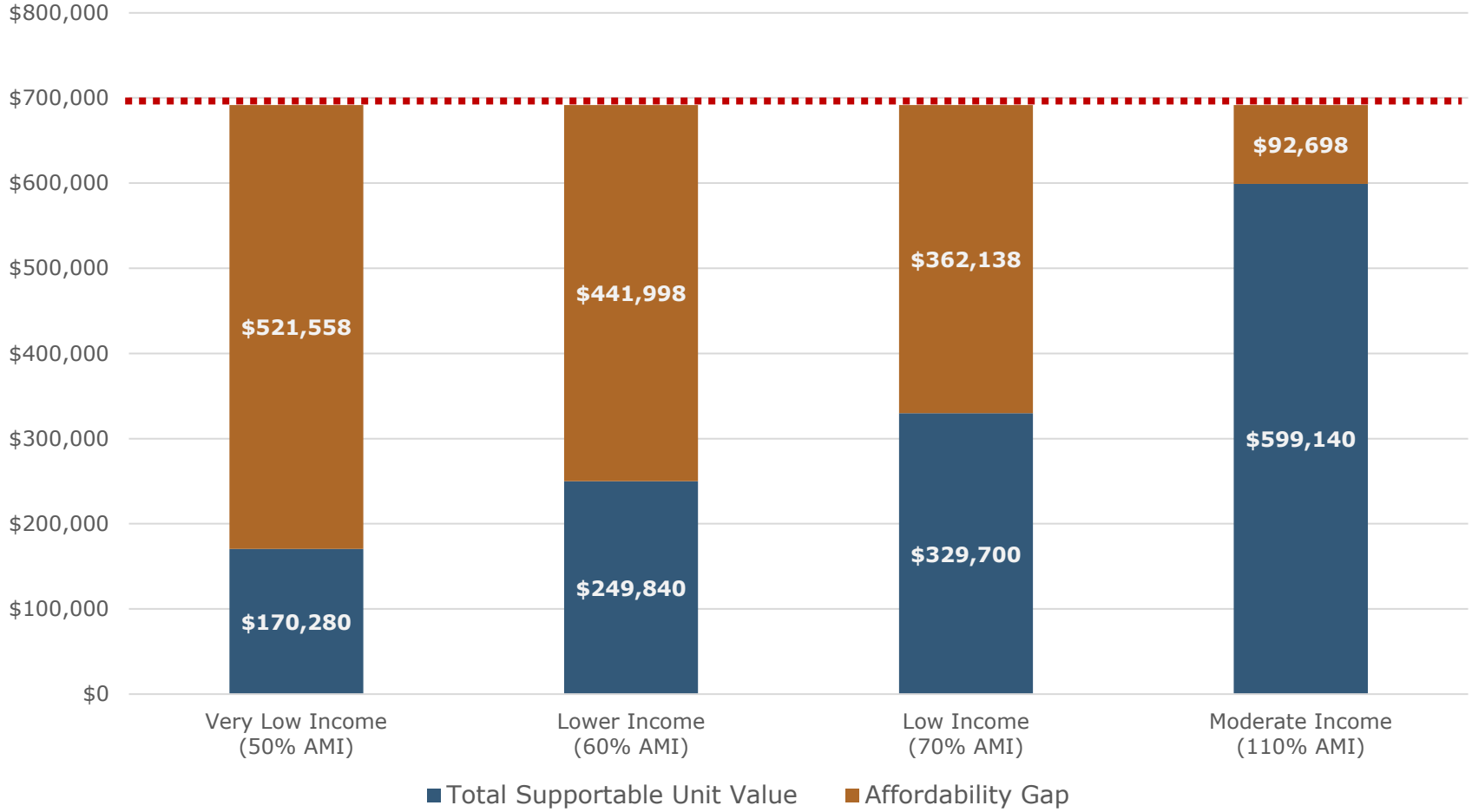
Sources: JobsEQ, 2022; California Housing and Community Development (HCD); Economic & Planning Systems, Inc.

For example, 87% of worker households in Lodging are classified as Low Income.

GAP ANALYSIS FOR AFFORDABLE UNITS

Affordability gaps for each income level graphed. The total cost of development is **$691,800**.

85 DU/ACRE (1,000 SQ. FT. UNITS), WRAPPED PARKING



COMMERCIAL MAXIMUM FEE CALCULATION

The number of households in each income category is multiplied by the corresponding affordability gap to arrive at the total required subsidy. The total subsidy is divided by the prototypical building square footage (100,000 sq. ft. of development) to calculate the maximum fee per square foot.

Employment Category	**Total Households**	**Total Households** (Up to 120% AMI)	**Total Required Subsidy**	**Maximum Fee** *per sq. ft.*	**Adjusted Maximum** per sq. ft.
Commercial	115	108	$38,033,090	$380	$344
Lodging	19	18	$6,249,035	$62	$57
Office/R&D	188	75	$20,154,873	$202	$183
Industrial	67	53	$12,726,728	$127	$115

Adjusted to exclude the 9.4% of workers who both work and live in Dublin (2020 LEHD)

NEXUS-BASED MAXIMUM VS FEASIBLE FEE LEVELS

- Nexus results indicate maximum-justifiable fee levels.
- BUT the nexus results typically cannot reasonably be absorbed by new development.
  - i.e., the maximum-justifiable fee levels would likely render new non-residential development infeasible

EXAMPLES OF COMMERCIAL LINKAGE FEES IN OTHER CITIES

	Commercial Linkage Fee per Sq. Ft.			
	Commercial (Retail)	Lodging	Office/R&D	Industrial
Dublin	**$1.35**	**$0.57**	**$1.09-1.68**	**$0.65**
San Ramon	$4.32	$4.32	$4.32	$3.24
Danville	*no commercial linkage fee program*			
Pleasanton	$5.21	$3.59	$8.68	$14.42
Livermore	$2.38	$3.34	$1.53	$0.21-1.52
Fremont	$11.33	$11.33	$11.33	$5.67
Hayward	*no commercial linkage fee program*			
Walnut Creek	$5.00	$5.00	$5.00	$5.00
Concord	*no commercial linkage fee program*			

- In Dublin, the current fee represents 4 to 7 percent of the total impact fee burden.
  - In other Tri-Valley cities, the affordable housing fee burden ranges from 0 (Danville, which has no program) to 46 percent (Pleasanton Industrial).

POTENTIAL APPROACHES TO SETTING FEES

Recommended fee levels are well below supportable maximums.

Category	Current Fee per Sq. Ft.	Adjusted Maximum Fee per Sq. Ft.	Option 1 *$10, level*	Option 2 *High of $10, tier proportionally*	Option 3 *Economic development lens*
Commercial	$1.35	$344	$10.00	$10.00	$5.00
Lodging	$0.57	$57	$10.00	$1.50	$5.00
Office/R&D	$1.09-1.68	$183	$10.00	$5.00	$10.00
Industrial	$0.65	$115	$10.00	$3.00	$10.00

INCLUSIONARY HOUSING

CURRENT INCLUSIONARY PROGRAM

A developer is seeking to build a 100-unit project in Dublin.

OWNERSHIP
(assume single-family detached)

12.5% overall inclusionary requirement
- 60% Moderate
- 40% Low

<u>OR</u> pay in-lieu fee for up to 40% of inclusionary requirement
- Remaining 60% must build

RENTAL
(assume multi-family)

12.5% overall inclusionary requirement
- 50% Moderate
- 30% Low
- 20% Very Low

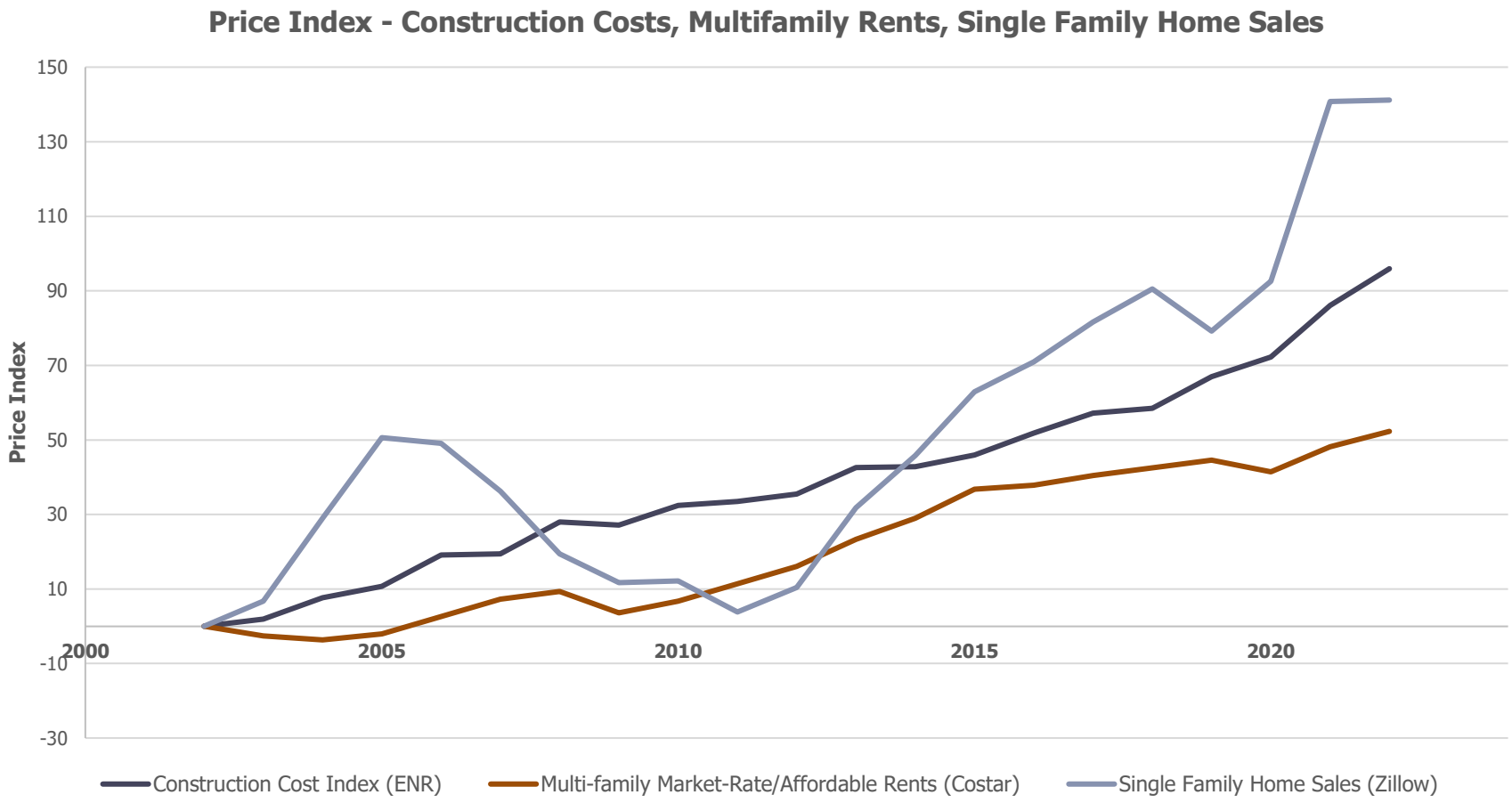
<u>OR</u> pay in-lieu fee for up to 40% of inclusionary requirement
- Remaining 60% must build

The in-lieu fee as of July 2023 is $241,131 per inclusionary unit.

MARKET CONDITIONS CHANGE OVER TIME

This chart demonstrating price index since 2002 offers a partial explanation as to why in today's market:

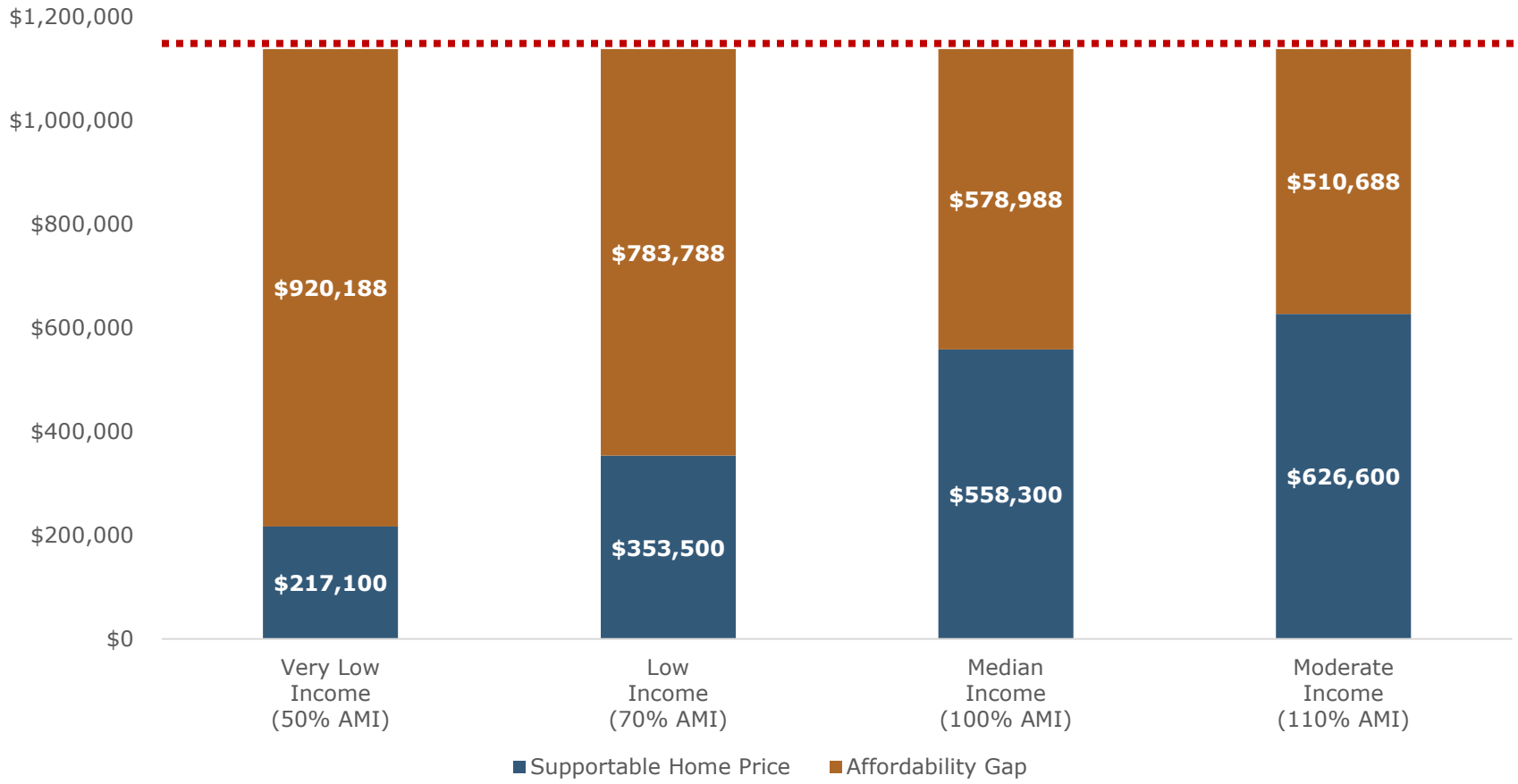
(1) higher inclusionary requirements are difficult to meet;
(2) in-lieu fees fail to align with the requirement despite inflationary adjustments.



GAP ANALYSIS FOR MARKET-RATE SINGLE-FAMILY DETACHED

The total cost of development is $1,137,288.

10 DU/ACRE (2,400 SQ. FT. UNITS), 4-BEDROOM



DEVELOPER OPTIONS

SINGLE FAMILY DETACHED (OWNERSHIP)

Option 1
Comply with inclusionary requirement

Build 12 inclusionary units

5	Low	x	$783,788	per unit	=	$3,918,940
7	Moderate	x	$510,688	per unit	=	$3,574,816
				Total Subsidy		**$7,493,756**

Option 2
Pay in-lieu fee and build minimum inclusionary

Build 7 inclusionary units

3	Low	x	$783,788	per unit	=	$2,351,364
4	Moderate	x	$510,688	per unit	=	$2,042,752
						$4,394,116

Pay in-lieu fee on 5 units

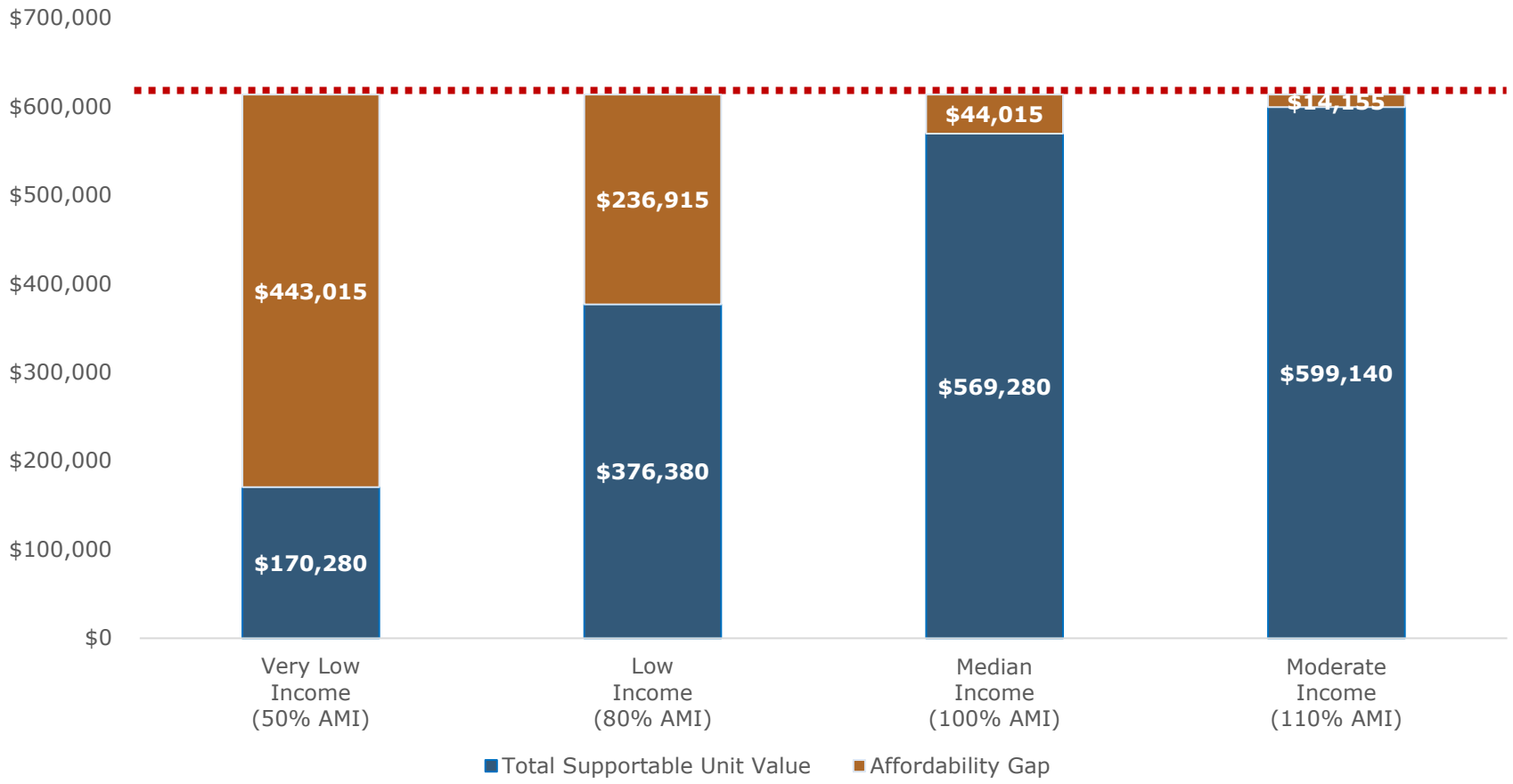
5	Units	x	$241,131	per unit	=	$1,205,655
				Total Subsidy		**$5,599,771**

Outcome: The total subsidy for Option 2 is less, and therefore preferred by developers.

GAP ANALYSIS FOR MARKET-RATE MULTI-FAMILY RENTAL

The total cost of development is $613,295.

65 DU/ACRE (1,100 SQ. FT. UNITS), 3 TO 5-STORY WRAPPED PARKING



DEVELOPER OPTIONS

MULTIFAMILY (RENTAL)

Option 1
Comply with inclusionary requirement

Build 12 inclusionary units

4	Very Low	x	$443,015	per unit	=	$1,772,060
2	Low	x	$236,915	per unit	=	$473,830
6	Moderate	x	$14,155	per unit	=	$84,930
				Total Subsidy		**$2,330,820**

Option 2
Pay in-lieu fee and build minimum inclusionary

Build 7 inclusionary units

2	Very Low	x	$443,015	per unit	=	$886,030
1	Low	x	$236,915	per unit	=	$236,915
4	Moderate	x	$14,155	per unit	=	$56,620
						$1,179,565

Pay in-lieu fee on 5 units

5	Units	x	$241,131	per unit	=	$1,205,655
				Total Subsidy		**$2,385,220**

Outcome: The requirement and fee align, but is it feasible?

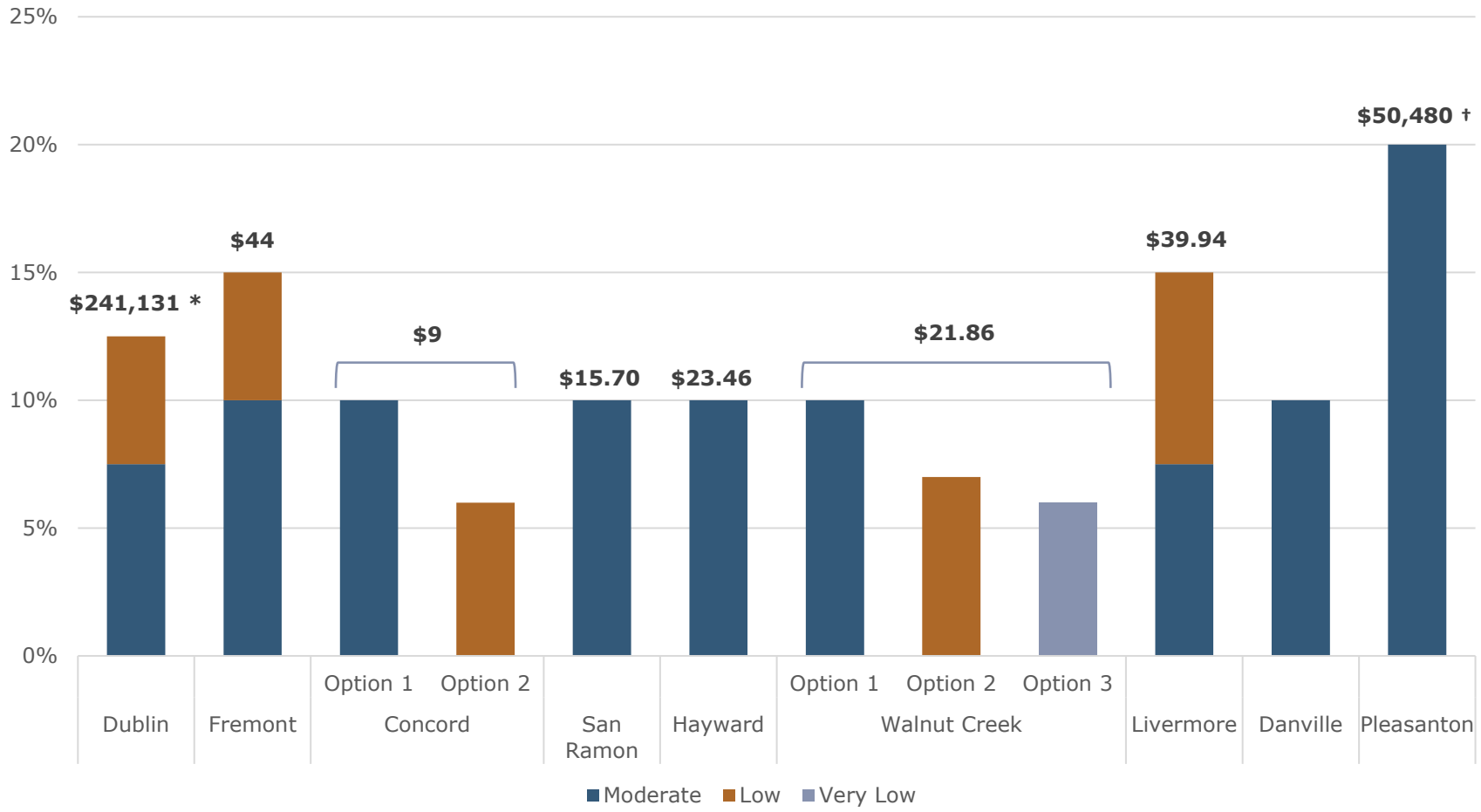
FEE SURVEY OF LOCAL JURISDICTIONS

SINGLE FAMILY DETACHED (OWNERSHIP)

City	Overall Inclusionary Requirement	Income Targets	Project Size Threshold	In-Lieu Fee		Last Ordinance Update
Dublin	**12.5%**	**60% Moderate 40% Low**	**20 units**	**$241,131**	**per inclusionary unit**	**2002**
Fremont	15%	66% Low 33% Moderate	All units	$44.00	per sq. ft.	2021
Concord	10% 6%	Moderate Low	5 units	$9.00	per sq. ft.	2017
San Ramon	10%	Moderate	10 units	$15.70	per sq. ft.	2019
Hayward	10%	Moderate	2 units	$23.46	per sq. ft.	2018
Walnut Creek	10% 7% 6%	Moderate Low Very Low	All units	$21.86	per sq. ft.	2017
Livermore	15%	50% Moderate 50% Low	11 units	$39.94	per sq. ft. (under 11 units) 11+ units must build	2015
Danville	10%	Moderate	10 units	*market gap calculation*		2014
Pleasanton	20%	Moderate Low Very Low	15 units	$50,480	per dwelling unit	2000*

FEE SURVEY OF LOCAL JURISDICTIONS

SINGLE-FAMILY DETACHED (OWNERSHIP)



* Fee is provided on a per inclusionary unit basis
† Fee is provided on a per dwelling unit basis

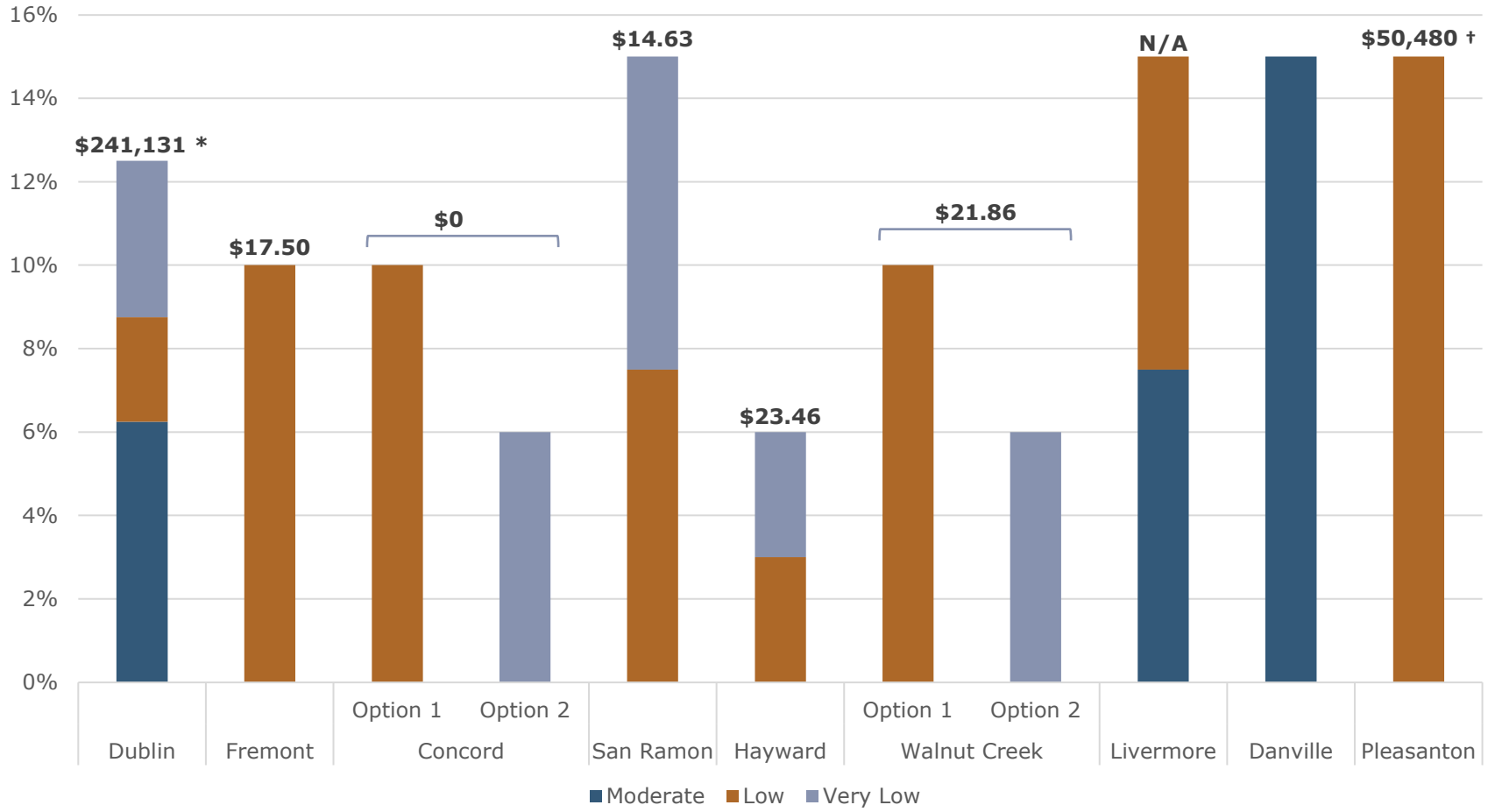
FEE SURVEY OF LOCAL JURISDICTIONS

MULTIFAMILY (RENTAL)

City	Overall Inclusionary Requirement	Income Targets	Project Size Threshold	In-Lieu Fee		Last Ordinance Update
Dublin	**12.5%**	**50% Moderate 20% Low 30% Very Low**	**20 units**	**$241,131**	**per inclusionary unit**	**2002**
Fremont	10%	Low	All units	$17.50	per sq. ft.	2021
Concord	10% 6%	Low Very Low	15 units	$0.00	per sq. ft.	2021
San Ramon	15%	50% Low 50% Very Low	5 units	$14.63	per sq. ft. (under 10 units) 10+ units must build	2019
Hayward	6%	50% Low 50% Very Low	2 units	$23.46	per sq. ft.	2018
Walnut Creek	10% 6%	Low Very Low	All units	$21.86	per sq. ft.	2017
Livermore	15%	50% Low 50% Very Low	11 units	*In-lieu fee N/A; must build*		2015
Danville	15%	Moderate	10 units	*market gap calculation*		2014
Pleasanton	15%	Low Very Low	10 units	$50,480	per dwelling unit	2000*

FEE SURVEY OF LOCAL JURISDICTIONS

MULTIFAMILY (RENTAL)



* Fee is provided on a per inclusionary unit basis
† Fee is provided on a per dwelling unit basis

PROGRAM OBSERVATIONS

Working Well

- Clear inclusionary guidelines for developers
- Must-build component means that some inclusionary units are still built – no lag or erosion of effectiveness

Needs Consideration

- Program is no longer aligned with market conditions
- Current on-site inclusionary for rental product may not demonstrate feasibility

IMPLICATIONS FOR UPDATE

- To align the inclusionary program with current market conditions, the City may:

Do nothing

Update requirement

Raise fee

Alter income targets

Combination

- **Example considerations / tradeoffs:**

Stick with 12.5% overall on-site	→	Raise the fee or lean towards more Moderate housing; may still pose feasibility challenges on rental side
Incorporate Low and Very Low	→	Lower overall on-site requirement
Maintain lower in-lieu fee	→	Lower overall on-site requirement

Consider which options achieve the City's affordable housing goals.

FEEDBACK REQUESTED – COMMERCIAL LINKAGE FEE

Potential Approaches to Setting Fees

1. What are the City's primary objectives for this update?
   a) Meet Housing Element goals of creating housing for different income levels
   b) Generate fee revenue to put towards affordable housing
   c) Encourage nonresidential development in Dublin
   d) Other?

2. Acknowledging that the nexus-based fee is too high, is there a policy-based "high" fee we can begin to target?
   - Current fees represent 4 to 7 percent of aggregate fee burden
   - A "high" of $10 would increase aggregate fee burden share to 27 to 45 percent

3. Is there a preferred approach (e.g., level across land use categories, proportional to nexus, "economic development" lens, other?)

FEEDBACK REQUESTED – INCLUSIONARY HOUSING/IN-LIEU FEE

Potential Approaches to Updating Requirements and Tradeoffs

1. What are the City's primary objectives for this update?
   a) Ensure affordable housing is built
   b) Generate fee revenue to put towards affordable housing
   c) Ensure feasibility even if it means reducing requirements
   d) Keep requirements low to encourage market rate development and limit need for negotiated agreements
   e) Other?
2. Does the current inclusionary requirement (12.5 percent) need modification?
   a) Ownership?
   b) Rental?
3. Which income targets should the requirements include?
   a) Ownership: Low and Mod, all Mod? (Very Low is not recommended)
   b) Rental: Very Low, Low, and Mod? Some other combination?
4. Does the in-lieu fee need modification?
   a) Ownership?
   b) Rental?
5. At what project size should inclusionary requirements kick in?
   a) Current program = 20 units; commonly observed = 5 to 10 units

NEXT STEPS

- **Commercial Linkage Fee**
  - Finalize Commercial Linkage Fee Recommendations
  - Prepare Draft Nexus Study report
  - Bring back to Council for review (September/October)
  - Revise Ordinance and bring to Council for adoption (December)
- **Inclusionary Housing**
  - Prepare Draft Feasibility Evaluation
  - Prepare preliminary Inclusionary Housing Requirement Recommendations and bring back to Council (September/October)
  - Finalize Inclusionary Housing Requirement Recommendations and update Ordinance and take to Planning Commission for recommendation (October/November)
  - Bring final recommendations and updated Ordinance to Council for adoption (December)

Agenda Item 8.1

STAFF REPORT

CITY COUNCIL

DATE: August 15, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Introduction of an Ordinance Amending Section 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code
Prepared by: Felicia Escover, Special Projects Manager

EXECUTIVE SUMMARY:

The City Council will consider introducing an Ordinance amending the Dublin Municipal Code to reflect new requirements for Massage Establishments operating within the City and to update the Code for clarity and enhanced public safety.

STAFF RECOMMENDATION:

Waive the reading and INTRODUCE the Ordinance Amending Section 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code.

FINANCIAL IMPACT:

None.

DESCRIPTION:

City staff and Dublin Police Services (DPS) have worked collaboratively to identify updates to the Dublin Municipal Code Section 4.20 (Massage Establishments and Massage Services) that will create safer massage establishments in the city. The original ordinance was introduced in 1987 and was last updated in 2015 to incorporate new standards such as recognizing the State's new definition of "certified massage practitioner" pursuant to Section 10.5 (Section 4600 *et seq.*) of the California Business Professions Code.

In recent years, the California Massage Therapy Council (CAMTC), a non-profit responsible for overseeing a state-sanctioned program of certification for massage therapy practitioners, has been working with local government agencies to review local massage establishment ordinances and recommend updates to a city's municipal code that will help deter human trafficking.

The proposed changes to Dublin Municipal Code 4.20 aim to achieve several intended outcomes, including preventing illicit sexual activities, supporting survivors of human trafficking, and ensuring alignment with CAMTC standards and other local government agencies for improved regulation and public safety. Furthermore, these updates intend to support legitimate business owners and practitioners, prevent illicit massage businesses from entering the City, and provide the public with access to healthy and safe massage services while ensuring practitioners are properly trained and certified.

The City has worked with CAMTC on a review of the current code and has proposed updates to various sections of Chapter 4.20. These changes can be classified as administrative, minor, and substantial and are outlined below.

<u>Proposed Administrative Changes</u>

1. Inclusion of additional definitions of terms referenced in the code.
2. Removal of outdated references and terms.

<u>Proposed Minor Changes</u>

1. Inclusion of reference to the City's administrative citations outlined in Section 1.06.
2. Addition of a business license requirement.
3. Inclusion of language to suspend establishments in violation of California Business and Professional Code Section 4609.
4. Replacement of "and" with "or" to allow recourse for any "private" touching.
5. Ability to revoke or suspend establishments for labor law violations.
6. Requirement for businesses to post a list of services and costs.
7. Addition of a provision mandating an active employee roster onsite at all times.
8. Clarification that windows cannot be obstructed, even by open blinds.
9. Additional details regarding certification requirements, posting, and recertification.
10. Mandate to post an original certification certificate.
11. Addition of "current" to the photo requirement.
12. Clarification of the need to renew massage therapist certificates before expiration, as opposed to every two years.
13. Prohibition of false advertising by massage establishments.
14. Deletion of the continuing registration requirements in the massage therapist since those are now the owner's responsibility.
15. Alignment of the appeals procedure to be consistent with the City's general appeals procedure.
16. Clarification of the hearing procedure for massage establishment permit revocation.

<u>Proposed Substantial Changes</u>

1. Removal of exemption allowing students to perform massage services.
2. Removal of section allowing students to perform services on the public.
3. Introduction of a new section holding owners responsible for violations of the municipal code, including those committed by massage therapists and employees.
4. Ability to withhold amendments and renewal until fees are paid and violations are corrected.
5. Ability to impose a three-year moratorium on a location where a massage establishment

permit was revoked.

6. Requirement to amend permit within three business days if information in the application changes.
7. Prohibition of reapplications for three years after a permit is revoked.
8. Mandatory notification to DPS within three business days in case of A. business closure, B. owner or employee arrests, C. staff resignations, D. violations of laws, and E. suspension of CAMTC certificate.
9. Deletion of a section to eliminate certification exemptions.
10. Inclusion of a section to hold employees, agents, etc., responsible for meeting the requirements of 4.20 at the discretion of the permit administrator.
11. Addition of more specific language to include a wide range of offenses that would render someone ineligible for a permit and denial reasons for massage establishments with revoked or suspended licenses in the past three years.
12. Addition of additional application requirements, including a current photo, list of employees, space diagram, owner's CAMTC information, and the need for owners to report and renew massage therapist records.

On July 12, 2023, City staff sent a letter to all active massage establishments in Dublin, providing them with information about the proposed changes. The letter included the objectives behind the proposed changes, a summary of the proposed updates, and the date on which the City Council would be considering the item. As of the time of this staff report, Staff had not received any comments.

The proposed changes to Dublin Municipal Code 4.20 aim to address various aspects of massage establishment and services regulation. These revisions intend to support legitimate businesses, prevent illicit activities, ensure public safety, and align the code with industry standards and other local agencies.

STRATEGIC PLAN INITIATIVE:

Strategy 5: Safe and Accessible Community
Objective E: Support existing and innovative public safety efforts

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted and courtesy notices were mailed to active massage establishments notifying them of the proposed changes.

ATTACHMENTS:

1) Ordinance Amending Chapter 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code
2) Exhibit A to the Ordinance – Chapter 4.20 (Massage Establishments and Massage Services) – Redline Version
3) Chapter 4.20 (Massage Establishments and Massage Services) – Clean Version

ORDINANCE NO. XX – 23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING CHAPTER 4.20 (MASSAGE ESTABLISHMENTS AND MASSAGE SERVICES) OF THE DUBLIN MUNICIPAL CODE

WHEREAS, City Staff and Dublin Police Services have worked collaboratively to identify updates to the Dublin Municipal Code Section 4.20 (Massage Establishments and Massage Services) that will create safer massage establishments in the city; and

WHEREAS, the original ordinance was introduced in 1987 and was last updated in 2015 to incorporate new standards such as recognizing the State's new definition of "certified massage practitioner" pursuant to Section 10.5 (Section 4600 et seq.) of the California Business Professions Code; and

WHEREAS, the California Massage Therapy Council (CAMTC), a non-profit responsible for overseeing a state-sanctioned program of certification for massage therapy practitioners, has been working with local government agencies to review local massage establishment ordinances and recommend updates to a city's municipal code that will help deter human trafficking; and

WHEREAS, the proposed changes to Dublin Municipal Code 4.20 aim to achieve several intended outcomes, including preventing illicit sexual activities, supporting survivors of human trafficking, and ensuring alignment with CAMTC standards and other local government agencies for improved regulation and public safety; and

WHEREAS, these updates further intend to support legitimate business owners and practitioners, prevent illicit massage businesses from entering the City, and provide the public with access to healthy and safe massage services while ensuring practitioners are properly trained and certified; and

WHEREAS, the City has worked with CAMTC to review the current code and has developed proposed updates to various sections of Chapter 4.20 to promote clarity and public safety; and

WHEREAS, the proposed updates to Chapter 4.20 are aligned with the City of Dublin's Strategic Plan Initiative to support existing public safety efforts.

NOW, THEREFORE, the City Council of the City of Dublin does ordain the changes attached hereto as **Exhibit A**.

Section 2. **Effective Date.** This Ordinance shall take effect and be enforced 30 days following its final adoption.

Section 3. **Posting.** The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this ___ day of _____ 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Chapter 4.20

MASSAGE ESTABLISHMENTS AND MASSAGE SERVICES

Sections:

Article I. General Provisions

4.20.010 Definitions.
4.20.020 Exemptions.
~~4.20.030 Massage performed by students to members of the public.~~
4.20.030 Owner responsibility.
4.20.040 Violations a misdemeanor and a nuisance.
4.20.041 Violations – Renewal and citation compliance
4.20.045 Violations – moratorium.

Article II. Massage Establishments

4.20.050 Permit—Required.
4.20.060 Application procedure and requirements.
4.20.065 Amendments to permit.
4.20.070 City massage establishment permit fee required.
4.20.080 Permit—Issuance or denial.
4.20.090 Permit—Grounds for denial.
4.20.100 Permit—Display requirements.
4.20.110 Revocation or suspension—Reasons.
4.20.120 Revocation or suspension of city massage establishment permit—Hearing procedure.
4.20.125 Denial, suspension and revocation of registration certificates.
4.20.130 Permit nontransferable.
4.20.140 Appeal procedure.
4.20.150 Requirements—Massage establishments.
4.20.160 CAMTC certification required.
4.20.170 Employees—Age requirement.
4.20.180 Daily register required.
4.20.190 Advertising restrictions.
4.20.200 Massage establishment inspections.
4.20.210 Massage by customer prohibited.
4.20.220 Outcall massage services prohibited.
4.20.225 Notifications.

Article III. Massage Therapists

4.20.230 City massage therapist registration—Required.
4.20.240 Registration procedure and requirements.
4.20.250 Massage Therapist responsibility.

~~4.20.250 CAMTC certification—Exceptions.~~

~~4.20.260 Continuing registration requirements.~~

* Prior ordinance history: Ords. 2-87, 2-93.

Article I. General Provisions

4.20.010 Definitions.

Unless the provision or context otherwise requires, the definitions contained herein shall govern the construction of this chapter.

"Applicant" means any person who applies for a permit as required by this chapter.

"California Massage Therapy Council" or "CAMTC" means the massage therapy organization created pursuant to Section 4600.5 of the California Business and Professions Code and further defined in Section 4600 of that code.

"Certified massage therapist" means a massage therapist certified by the CAMTC as a certified massage practitioner or as a certified massage therapist pursuant to Section 4601(b) or 4601(c) of the California Business and Professions Code.

"City massage establishment permit" means a permit issued to a massage establishment by the Permit Administrator in accordance with this chapter.

"Compensation" means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

"Employee" means any person, other than a massage therapist, who renders any service to the permittee, who receives compensation directly from the permittee, and who has no physical contact with the customers and clients.

"Fully clothed" means clothes are worn in such a manner that an individual's genitals, buttocks, and chest is not exposed and all outer garments are of a fully opaque, nontransparent material and provide complete covering from at least the mid-thigh to two (2) inches below the collarbone. The midriff may not be exposed.

"Massage" means any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external parts of the body with the hands or with the aid of any mechanical or electrical apparatus or appliance, with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment or other similar preparation commonly used in this practice.

"Massage establishment" means any establishment having a fixed place of business where any person engages in or carries on or permits to be engaged in or carried on any of the activities described in the definition of "massage" set out in this section.

"Massage therapist" means any person who, for any consideration whatsoever, engages in the practice of massage as herein defined.

"Operator" or "massage establishment operator" means any person who is an owner or manager of a massage establishment.

"Outcall massage service" means engaging in or carrying on the practice of massage, not at a fixed location licensed such as a massage establishment, but at a location designated by the permittee, massage therapist, customer or client.

"Owner" or "massage establishment owner" means any of the following persons:

(1) The sole proprietor of a sole proprietorship operating a massage establishment.

(2) Any general partner of a general or limited partnership that owns a massage establishment.

(3) Any person who has a ten percent or greater ownership interest in a corporation that owns a massage establishment.

(4) Any person who is a member of a limited liability company that owns a massage establishment.

(5) All owners of any other type of business association that owns a massage establishment.

"Patron" means an individual on the premises of a massage establishment for the purpose of receiving massage therapy.

"Permit Administrator" means the Chief of Police or his/her designee.

"Permittee" means any person operating or maintaining a massage establishment. (Ord. 4-15 § 4 (part))

"School of Massage" means any school or institution of learning that is recognized as an approved school pursuant to Business and Professions Code Division 2.

"Visitor" means any individual not retained or employed by the massage establishment and not receiving or waiting to receive massage therapy services, but excluding law enforcement personnel or governmental officials performing governmental business.

4.20.020 Exemptions.
This chapter shall not apply to the following classes of individuals while engaged in the performance of the duties of their respective professions:

A. Physicians, surgeons, chiropractors, osteopaths, podiatrists, physical therapists, nurses, or any other person licensed to practice any healing art under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code when engaging in such practice within the scope of his or her license.

B. Trainers of any amateur, semi-professional, or professional athlete or athletic team, so long as such persons do not practice massage as their primary occupation at any location where they provide such services in the city.

C. Barbers, estheticians and cosmetologists who are duly licensed under the laws of the state of California, while engaging in practices within the scope of their licenses.

D. Individuals in the city temporarily for educational events.

E. Individuals administering massages or health treatments involving massage to persons participating in road races, track meets, triathlons, educational events, conferences or similar single-occurrence athletic, recreational, or educational events.

~~F. Enrolled students of a school of massage when they are performing massage within the city as part of a formal supervised internship or training program operated by the school, without compensation other than school credit, on the premises of a massage establishment duly authorized to operate pursuant to the terms of this chapter; and provided, that the permittee has first notified the Permit Administrator in writing of the name, residence address, and school of the students and the dates of the trainings. If, however, massage is provided for a fee to members of the public by students enrolled in a school of massage, services must be performed in accordance with Section 4.20.030.~~
(Ord. 4-15 § 4 (part))

~~**4.20.030 Massage performed by students to members of the public.**~~

~~Any student of a school of massage who performs massage on members of the public for a fee must perform services under the direct supervision of a certified massage therapist. (Ord. 4-15 § 4 (part))~~

4.20.030 Owner responsibility.

For the purpose of enforcing the requirements of this chapter, the massage establishment owner shall be responsible for the conduct of all massage establishment employees, agents, independent contractors, or other representatives while such persons are providing services on behalf of the massage establishment. Pursuant to California Business and Professions Code 4607, the Permit Administrator may discipline an owner or operator of a massage business or establishment ,or an applicant for certification, pursuant to this chapter for the conduct of all individuals providing massage for compensation on the business premises.

4.20.040 Violations a misdemeanor and a nuisance.
Any massage provided or massage establishment operated, conducted, or maintained contrary to the provisions of this chapter shall be, and the same is hereby declared to be, a misdemeanor and a public nuisance, and the City Attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinment thereof, in the manner provided by law. Such remedies shall be in addition to any other judicial and administrative penalties and remedies available to the city under this code or state or federal law. (Ord. 4-15 § 4 (part)) Upon determination by the certification officer or any

other city enforcement officer that a violation of this chapter has taken place, the officer is authorized to issue an administrative citation that may result in administrative fines in accordance with Chapter 1.06.

4.20.041 Violations – Renewal and citation compliance.

In addition to any other remedy available to the city under applicable law, a massage establishment permit may not be renewed or amended unless and until all due and unpaid citations issued pursuant to this chapter are paid in full, and all outstanding violations have been corrected.

4.20.045 Violations – Moratorium.

A. In addition to any other remedy available to the city under applicable law, a massage establishment permit may be suspended or revoked as provided in Section 4.20.110. Upon issuance of a final order by the Permit Administrator to revoke the massage permit, the massage establishment shall immediately cease operation, and, if so, ordered by the hearing officer, no other massage establishment shall be permitted to operate at that location by any person for a period of not less than three years ("the moratorium period"). If the operator is not also the legal owner of the real property on which the massage establishment is situated, notice of such revocation and the three-year moratorium period shall be provided by the permit authority to the owner of record of the property as shown on the latest county assessment roll.

~~A.~~B. Notwithstanding any other provision of this chapter, where a Notice of Revocation or Suspension has been issued to the operator of a massage establishment pursuant to Section 4.20.110 of this chapter, the Permit Administrator shall not process or grant an application for a massage establishment permit for a new massage establishment at the same premises unless and until such Notice of Revocation or Suspension is dismissed; or a final determination is made pursuant to that section that the current operator's massage establishment permit is not or should not be revoked; or any moratorium period imposed pursuant to this chapter has expired.

Article II. Massage Establishments

4.20.050 Permit—Required.

A. No establishment shall offer massage services without having first obtained a city business license and ~~a~~ city massage establishment permit in accordance with the provisions of this chapter.

B. A separate city massage establishment permit must be obtained for each branch location where massage services are carried out.

C. The massage establishment permit shall be renewed every two (2) years. (Ord. 4-15 § 4 (part))

4.20.060 Application procedure and requirements.

An application for a massage establishment permit shall be submitted to the Permit Administrator on forms provided by the Permit Administrator. Such forms shall require submission of the following information:

A. The proposed name, address, and telephone number of the massage establishment.

B. The name and street address and telephone number of the owner(s) on which the massage establishment is operated. In the event the applicant is not the legal owner of the property on which the massage establishment is located, the application shall be accompanied by a copy of the lease and an acknowledgement from the owner of the property that a massage establishment is located on the property;

C. The exact nature of the massage to be administered;

D. The massage establishment's hours of operation;

E. A detailed diagram showing the interior floor plan and configuration of the premises;

F. The name of each individual who the massage establishment employs or retains to perform massage therapy for compensation;

a. For each individual who the massage establishment does or will employ or retain to perform massage therapy for compensation, a copy of that individual's current certification from the CAMTC as a certified massage practitioner or certified massage therapist, and a copy of his or her current CAMTC-issued identification card.

G. The name of each individual who is regularly employed or retained by the massage establishment to perform services on the premises other than massage therapy, and the nature of their services.

H. For each owner of the massage establishment who is a CAMTC-certified massage professional, a copy of his or her current certification from the CAMTC as a certified massage practitioner or as a certified massage therapist and a copy of his or her current CAMTC-issued identification card and:

a. All disciplinary action against, suspension, denial, or revocation of a permit or certificate to practice massage, including the agency, date, and reason associated with the action.

I. For each owner of the massage establishment, the following information:

a. The business, occupation, employment, and residency history of each owner of the massage establishment for five years preceding the date of application, and the inclusive dates of same;

b. Height, weight, color of eyes and hair;

c. Written proof that the owner(s) is at least eighteen (18) years of age;

d. Driver's license number of the owner, including a copy of a driver's license or other state issued identification card;

e. Two current (2) color portrait photographs of the applicant at least two (2) inches by two (2) inches;

f. The massage or similar business license history of the owner; whether such person, in previously operating in this or another city, county or state under license, has had such license revoked or suspended, the reason therefor, and the business activity or occupation subsequent to such action of suspension or revocation;

g. All criminal convictions except minor traffic violations and any criminal charges pending against the applicant at the time of submission of the application, other than misdemeanor traffic citations, including the name and address of the court in which the charge is pending and any applicable case numbers;

h. A statement whether the owner has failed to pay any judgment arising from or connected with the activities that would be authorized by the permit;

J. Proof of an unexpired business license or proof of current application for business license in the city;

K. Fingerprints of the owner (this is waived for CAMTC-certified owners per Government Code Section 51034 (c));

L. Such other identification and information as deemed necessary by the Permit Administrator; and

M. All massage establishments must demonstrate practitioner's liability insurance coverage in the amount of a minimum of two million dollars ($2,000,000) per event at all times when performing massage activities. The coverage must be held in the name of the massage establishment or each massage therapist authorized to perform massage. (Ord. 4-15 § 4 (part))

~~A. The exact nature of the massage to be administered, the proposed place of business and facilities therefor, and the name and address of the applicant. The application shall include the name and street address of the owner and~~

~~lessor of the real property on which the massage establishment is operated. In the event the applicant is not the legal owner of the property on which the massage establishment is located, the application shall be accompanied by a copy of the lease and an acknowledgement from the owner of the property that a massage establishment is located on the property;~~

~~B. The two (2) previous addresses immediately prior to the present address of the applicant;~~

~~C. Written proof that the applicant is at least eighteen (18) years of age;~~

~~D. Applicant's height, weight, color of eyes and hair;~~

~~E. Two (2) color portrait photographs of the applicant at least two (2) inches by two (2) inches;~~

~~F. Business, occupation, or employment of the applicant for the three (3) years immediately preceding the date of application;~~

~~G. The massage or similar business license history of the applicant; whether such person, in previously operating in this or another city, county or state under license, has had such license revoked or suspended, the reason therefor, and the business activity or occupation subsequent to such action of suspension or revocation;~~

~~H. Proof of an unexpired business license or proof of current application for business license in the city;~~

~~I. All criminal convictions except minor traffic violations and any criminal charges pending against the applicant at the time of submission of the application, other than misdemeanor traffic citations, including the name and address of the court in which the charge is pending and any applicable case numbers;~~

~~J. Fingerprints of the applicant;~~

~~K. The driver's license number of the applicant, including a copy of a driver's license or other state issued identification card;~~

~~L. A statement whether the applicant has failed to pay any judgment arising from or connected with the activities that would be authorized by the permit;~~

~~M. Such other identification and information as deemed necessary by the Permit Administrator; and~~

~~N. All massage establishments must demonstrate practitioner's liability insurance coverage in the amount of a minimum of two million dollars ($2,000,000) per event at all times when performing massage activities. The coverage must be held in the name of the massage establishment or massage therapist authorized to perform massage. (Ord. 4-15 § 4 (part))~~

4.20.065 Amendments to permit.

A. Whenever the information provided in the application for a massage establishment on file with the city changes, the operator shall file an application, provided by the Permit Administrator or his or her designee, to amend the permit to reflect such change within three business days of occurrence. The application shall be accompanied by the fee established by the city's fee schedule.

B. An amendment shall not be used to change the location or owners of a massage establishment. Instead, a new permit application is required.

C. A denial of an application to amend a massage establishment permit may be appealed in the same manner as a denial of an application for a permit under Section 4.20.140.

4.20.070 City massage establishment permit fee required.

No city massage establishment permit shall be issued hereunder until the appropriate fee has been paid. The fee for a city massage establishment shall be as established by the City Council by resolution. (Ord. 4-15 § 4 (part))

4.20.080 Permit—Issuance or denial.

The Permit Administrator shall, within thirty (30) days after receipt of an application complying with all the provisions of this chapter, issue a permit or deliver to the applicant, personally or by mail, written notice of denial of the permit, setting forth the reason or reasons therefor, in accordance with the provisions of Section 4.20.090. (Ord. 4-15 § 4 (part))

4.20.090 Permit—Grounds for denial.

The Permit Administrator shall deny the permit if he/she finds:

A. That any information contained in or submitted with the application is not true, contains material misrepresentations, or if relevant or material information is omitted from the application; or

B. That the operation as proposed by the applicant would not comply with any provision of this chapter or any other ordinance or regulation of the city or any statute or regulation of the state of California; or

C. That any person who would be directly engaged in the management and operation of the massage establishment has been convicted of any of the following offenses, found in violation of any of the following codes, or convicted of an offense outside of the state of California that would have constituted any of the following offenses if committed within the state of California:

1. An offense involving the use of force and violence upon the person of another that amounts to a felony.

2. An offense involving sexual misconduct or an offense involving conduct which requires registration under California Penal Code Section 290.

3. An offense as defined in California Penal Code Section 266I, 315, 316, 318 ~~or~~, 647(b) or ~~647b~~ 653.23.

4. An offense involving ~~and as said statutes may be amended in the future,~~ theft or fraud related offenses.

5. A conviction ~~, convictions~~ under California Penal Code Section 11225 ~~et seq.~~ 11235 (Red Light Abatement Law)

6. A conviction of a crime ~~, or crimes that are~~ designated in California Government Code Section 51032(b).

7. A conviction of ~~and as that statute may be amended in the future or conviction of~~ any other state or federal offense involving dishonesty, fraud, deceit, violence or moral turpitude or conspiracy to commit any of the offenses designated above.

8. Any offense involving the violation of California Health and Safety Code Sections 11570-11587 (Controlled Substance Abatement).

9. Any violation of California Civil Code Sections 3479 and 3480 (Public Nuisance).

Convictions that have been expunged shall also be reported. ~~; or~~

D. That, for any other reason, the operation as proposed would be detrimental to the public peace, health, safety, morals or welfare or to neighboring property; or

E. That the proposed name of the business for the establishment suggests that the establishment will offer or practice any service or activities proscribed under the provisions of this chapter. (Ord. 4-15 § 4 (part))

F. The proposed business has had a massage establishment revoked or suspension in the past three years pursuant to Section 4.20.045.

4.20.100 Permit—Display requirements.
Every massage establishment permit issued pursuant to the provisions of this chapter shall at all times be displayed in a conspicuous place within the massage establishment. (Ord. 4-15 § 4 (part))

4.20.110 Revocation or suspension—Reasons.
Any city massage establishment permit issued pursuant to this chapter may be suspended or revoked by the Permit Administrator after a hearing, where it is found by clear and convincing evidence that any of the following have occurred:

A. Finding of Violation. The person(s) to whom the city massage establishment permit has been issued, or any person employed or retained by the massage establishment, has been found to have violated any provision of this chapter; or California Business and Professional Code Section 4609; or

B. Prohibited Conduct. The permittee, or any person employed or retained by the massage establishment, has been convicted in a court of competent jurisdiction of having violated, or has engaged in conduct constituting a violation of, any of the following: California Penal Code Section 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315,

316, 318, or 647(b)~~, or 653.22~~, or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the state of California that is the equivalent of any of the aforesaid offenses; or

C. Registration under Penal Code Section 290. The permittee or any person employed or retained by the massage establishment is required to register under Section 290 of the California Penal Code as a result of conduct while working in or for the massage establishment; or

D. Nuisance Injunction. The permittee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or Sections 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the state of California; or

E. Fraud or Misrepresentation. The permittee or any employee has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment; or

F. Operation during Suspension. The permittee has continued to operate the massage establishment after the city massage establishment permit or establishment registration certificate has been suspended; or

G. Massage without Certification. Massage has been performed on the premises, with or without the permittee's actual knowledge, by any person who is not a duly authorized certified massage therapist; or

H. Prohibited Acts. There have been one (1) or more acts prohibited under California Penal Code Section 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, or 647(b)~~, or 653.22~~ taking place on the premises, whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the permittee; or

I. Sexual Touching. The permittee or any person employed or retained by the massage establishment or any other person on the premises of the massage establishment has engaged in conduct or committed acts that a reasonable person in a patron's position would understand as an offer to perform on or engage in with the patron acts that are sexual in nature or that involve touching of the patron's genitals, pubic area, anus, ~~and~~ or areola; or

J. Negligent Supervision. The permittee failed to provide adequate supervision of the massage establishment, resulting in a pattern of at least three (3) violations of this code or state or federal law; or~~.~~ (Ord. 4-15 § 4 (part))

K. Labor Violations. The owner or operator failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

4.20.120 Revocation or suspension of city massage establishment permit—Hearing procedure.

A. Written Notice Required. The Permit Administrator, before revoking or suspending any establishment registration certificate, shall ~~give the permittee at least ten (10) business days' written notice of the alleged grounds for revocation or suspension and shall~~ conduct a hearing ~~in the matter of~~to determine whether the permit or certificate shall be revoked or suspended. The permittee shall be notified of the date of the hearing, and the hearing date shall be ~~conducted at least~~ no sooner than ten (10) business days from the date of the written notice. The written notice ~~which~~ shall be provided in the following manner:

1. Service of Notice and Order. All notices shall be posted on the property and also served upon the record owner and any tenant. A copy of the notice shall also be served on each of the following if known to the Permit Administrator or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance; the owner or holder of any lease; and the holder of any other estate or legal interest of record in or to the building or the land on which it is located. The failure of the Permit Administrator to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served to relieve any such person from any duty or obligation imposed by the provisions of this section.

2. Method of Service. Service shall be made upon all persons entitled thereto either personally or by mailing a copy by first class U.S. mail to each such person at their address as it appears on the last equalized assessment roll of the county or as known to the Permit Administrator. If no address of any such person appears or is known to the Permit Administrator, then a copy shall be mailed to the address of the parcel of land involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service shall be effective on the date of the mailing.

3. Proof of Service. At the time of service, each person affecting service shall complete a written declaration under penalty of perjury, which declares the time, date and manner in which service was made. The declaration shall be affixed to the copy of the notice and order retained by the Permit Administrator.

B. Hearing. The Permit Administrator may establish reasonable rules and procedures for the conduct of the hearing, provided that such rules satisfy the permittee's due process rights under the United States and California Constitutions, and such rules need not provide the permittee an opportunity to appear before the Permit Administrator or require an in-person hearing. At the hearing, the Permit Administrator shall consider all evidence submitted ~~at the hearing~~. The hearing may, after being commenced within the time specified pursuant to subsection A of this section, be continued for good cause by the Permit Administrator from time to time. The Permit Administrator shall, at the conclusion of the hearing, make findings of fact based upon the evidence submitted and shall decide whether or not the permit or certificate shall be revoked or suspended.

C. Notice of Decision. The Permit Administrator's written notice of decision shall be served on the permittee, within thirty (30) business days of the conclusion of the hearing, in the manner provided in subsection (A)(2) of this section, and, in the case of a revocation or suspension, such notice of decision shall indicate the appeal procedures as set forth hereinafter. (Ord. 4-15 § 4 (part))

4.20.125 Denial, suspension and revocation of registration certificates.

No reapplication will be accepted within three years after a certificate is revoked.

4.20.130 Permit nontransferable.
No permit issued pursuant to the provisions of this chapter is transferable to any other person or location. (Ord. 4-15 § 4 (part))

4.20.140 Appeal procedure.
An applicant or permittee may appeal any written action or determination of the Permit Administrator under the provisions of this chapter to the City Manager pursuant to the provisions of Section 1.04.050 ~~by filing written notice thereof with the City Clerk not later than ninety-six (96) hours after the delivery of any written notice given by the Permit Administrator~~. The effect of revocation of a permit shall be suspended by the filing of a notice of appeal until the determination of the appeal by the City Manager. (Ord. 4-15 § 4 (part))

4.20.150 Requirements—Massage establishments.
A. Operational Requirements. Except as otherwise specifically provided in this chapter, the following operational requirements shall be applicable to all massage establishments located within the city:

1. No massage establishment shall be open for business between the hours of ten p.m. (10:00 p.m.) of one (1) day and seven a.m. (7:00 a.m.) of the following day. Massage begun any time before ten p.m. (10:00 p.m.) must nevertheless terminate at ten p.m. (10:00 p.m.). The hours of operation shall be displayed in a conspicuous public place in the reception area and in any front window clearly visible from outside of the massage establishment.

2. Patrons and visitors shall be permitted in the massage establishment only during the hours of operation.

3. Except for a patron who is inside a room for the purpose of receiving a massage, no patrons or visitors shall be permitted in or on the massage establishment premises at any time ~~who are less than~~unless they are fully clothed in ~~outer~~ garments of nontransparent material.~~, or who display or expose themselves in underclothing or similar intimate apparel~~.

4. During the hours of operation, visitors shall not be permitted in massage rooms except as follows: (a) the parents or guardian of a patron who is a minor child may be present in the room with that minor child; (b) the minor child of a patron may be present in the room with the patron when necessary for the supervision of the child; and (c) the conservator, aid, or other caretaker of a patron who is elderly or disabled may be present in the room with that elderly or disabled person.

5. During the hours of operation, patrons shall be permitted in massage rooms only if at least one (1) duly authorized certified massage therapist is present on the premises of the massage establishment.

6. A list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises~~, or provided to patrons before services are rendered~~. The services shall be described in English and may also be described in such other languages as may be convenient. No person employed or retained by the massage establishment shall offer to perform any services or fees other than those posted.

7. For all employees employed or retained by the ~~certified~~ massage establishment who provide massage, the following document shall be available to city staff upon inspection pursuant to Section 4.20.200: a valid ~~permit~~ certificate from the CAMTC.

8. The massage establishment shall keep on the premises a complete and current roster of all owners, operators, and managing employees of the massage establishment and all massage professionals and other persons employed or retained by the massage establishment. The roster shall include the name, residence address, and phone number of each individual. The roster shall be available for inspection by city officials charged with the enforcement of this chapter.

B. Physical Facility and Building and Fire Code Requirements. Except as otherwise specifically provided in this chapter, the following physical facility and building code requirements shall be applicable to all massage establishments located within the city:

1. Front Door and Reception Area. One (1) front door shall be provided for patron entry, which shall open to an interior patron reception and waiting area immediately inside the front door. All patrons and any persons other than individuals employed or retained by the massage establishment shall be required to enter and exit through the front door.

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

3. Locks. All interior doors, including rooms or cubicles in which massage occurs, but excluding individual dressing rooms and toilet rooms, shall be incapable of being locked and shall not be blocked to prevent opening. Draw drapes, curtain enclosures, or accordion-pleated closures in lieu of doors are acceptable on all inner rooms or cubicles.

4. Lighting. Minimum lighting equivalent to at least one (1) forty (40) watt light shall be provided in each room or cubicle in which massage is provided.

5. Tables, Mats, and Beds. A massage table shall be used for all massage, with the exception of "Thai," "Shiatsu," and similar forms of therapy, which may be provided on a padded mat on the floor, provided the patron is fully attired in loose clothing, pajamas, scrubs, or similar style of garment. Massage tables shall have a minimum height of eighteen (18) inches. Beds, floor mattresses, and waterbeds are not permitted on the premises of the massage establishment, and no massage establishment shall be used for residential or sleeping purposes.

6. Lockers. All locker facilities that are provided for the use of patrons shall be fully secured for the protection of the patrons' valuables, and each patron shall be given control of the key or other means of access.

7. Building and Fire Codes. The massage establishment shall comply with all applicable state and local building standards (as adopted in Title 7) and the fire code (as adopted in Title 5).

C. Health and Safety Requirements. Except as otherwise specifically provided in this chapter, the following health and safety requirements shall be applicable to all massage establishments located within the city:

1. Towels and Linens. The massage establishment shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens, and all massage tables shall be covered with a clean sheet or other clean covering for each patron. After a towel, covering, or linen has been used once, it shall be deposited in a closed receptacle and not used again until properly laundered and sanitized. Towels, coverings, and linens shall be laundered either by regular commercial laundering, or by a noncommercial laundering process that includes immersion in water at least one hundred forty (140) degrees Fahrenheit for not less than fifteen (15) minutes during the washing or rinsing operation. Clean towels, coverings, and linens shall be stored in closed, clean cabinets when not in use.

2. Cleaning and Disinfecting. All rooms or cubicles, wet and dry heat rooms, toilet rooms, shower compartments, hot tubs, and pools shall be thoroughly cleaned and disinfected as needed, and at least once each business day when the premises are open and such facilities are in use. All bathtubs shall be thoroughly cleaned and disinfected after each use.

3. Liquids, Creams, and Powders. All liquids, creams, or other preparations used on or made available to patrons shall be kept in clean and closed containers. Powders may be kept in clean shakers. All bottles and containers shall be distinctly and correctly labeled to disclose their contents. When only a portion of a liquid, cream, or other preparation is to be used on or made available to a patron, it shall be removed from the container in such a way as not to contaminate the remaining portion.

4. Invasive Procedures. No invasive procedures shall be performed on any patron. Invasive procedures include, but are not limited to: (a) application of electricity that contracts the muscle; (b) penetration of the skin by metal needles; (c) abrasion of the skin below the nonliving, epidermal layers; (d) removal of skin by means of any razor-edged instrument or other device or tool; (e) use of any needle-like instrument for the purpose of extracting skin blemishes; and (f) other similar procedures.

5. Garments Provided to Patrons. All bathrobes, bathing suits, and/or other garments that are provided for the use of patrons shall be either fully disposable and not used by more than one (1) patron, or shall be laundered after each use pursuant to subsection (C)(1) of this section.

6. Combs and Brushes. All combs, brushes, and/or other personal items of grooming or hygiene that are provided for the use of patrons shall be either fully disposable and not used by more than one (1) patron, or shall be fully disinfected after each use.

7. Footwear. No patrons shall be allowed to use any shower facilities of the massage establishment unless such patrons are wearing slip-resistant sandals or flip-flops while in the shower compartment. All footwear such as sandals or flip-flops that are provided for the use of patrons either shall be fully disposable and not used by more than one (1) patron, or shall be fully disinfected after each use.

8. Draping and Contact with Genitals. The patron's genitals, pubic area, anus, and female patron's breasts below a point immediately above the top of the areola must be fully draped at all times while any employee of the massage establishment is in the massage therapy room or cubicle with the patron. No massage shall be provided to a patron that results in intentional contact, or occasional and repetitive contact, with the genitals, anus, or areola of a patron.

9. Alcohol. No alcoholic beverages shall be sold, served, or furnished to any patron; nor shall any alcoholic beverages be kept or possessed on the premises of a massage establishment.

D. Attire and Hygiene. The following attire and physical hygiene requirements shall be applicable to all employees, and any other persons who work permanently or temporarily on the premises of a massage establishment within the city, including, but not limited to, all persons who are employed or retained to practice massage:

1. Garments. All persons shall wear clean and sanitary outer garments at all times. All outer garments shall be of a fully opaque, nontransparent material and provide complete covering from at least the mid-thigh to two (2) inches below the collarbone. The midriff may not be exposed.

2. Exposure. No operator, employee, or visitor shall, while on the premises of a massage establishment, and while in the presence of any patron, customer, employee or visitor, expose his or her genitals, buttocks, or chest.

3. Clean Skin. All persons shall thoroughly wash their hands with soap and water or any equally effective cleansing agent immediately before providing massage. No massage shall be provided upon a surface of the skin or scalp of a patron where such skin is inflamed, broken (e.g., abraded or cut), or where a skin infection or eruption is present.

E. Display of Permits and Certifications. Each person employed or retained to perform massage in or on the premises shall display on his or her person a copy of the valid photograph-bearing identification card issued to that employee by the CAMTC. A copy of each such identification card shall also be displayed in an open and conspicuous place visible from the entrance and/or reception and waiting area of the massage establishment. The home address of any employee need not be displayed. (Ord. 4-15 § 4 (part))

4.20.160 CAMTC certification required.

A. Massage establishments within the city shall only employ CAMTC certified massage therapists.

B. An original copy of ~~C~~certification as a certified massage therapist must be conspicuously posted within the massage establishment and the certification must be current for all massage therapists. The certificate holder shall have his or her identification card in his or her possession while providing massage services for compensation.

C. The certificate holder shall provide his or her full name and certificate number upon the request of a member of the public, a representative of the city, or a local government agency charged with regulating massage or massage establishments, at the location where he or she is providing massage services for compensation. (Ord. 4-15 § 4 (part))

D. The massage establishment owner/operator shall complete all registration forms provided to him/her by the Permit Administrator for each massage therapist. The owner/operator shall complete applicable forms and submit to the Permit Administrator prior to the expiration of the certification expiration, to demonstrate that the massage therapists providing service on the massage establishment's behalf have recertified their CAMTC certification.

Such forms shall require submission of the following information:

1. The name and residence address of the massage therapist;

2. A copy of their CAMTC ID Card and CAMTC certification;

3. Height, weight, color of eyes and hair;

4. Written proof that the owner(s) is at least eighteen (18) years of age;

5. Two (2) current color portrait photographs of the applicant at least two (2) inches by two (2) inches;

6. The driver's license number of the owner, including a copy of a driver's license or other state issued identification card;

7. The full name, street address, and telephone number of all other business premises in which the massage therapist administers massage;

8. If applicable, any other name(s) or nicknames used by the massage therapist;

9. Primary language(s), if other than English; and (Ord. 4-15 § 4 (part))

10. Such other identification and information as deemed necessary by the Permit Administrator.

~~. (Ord. 4-15 § 4 (part))~~

4.20.170 Employees—Age requirement.
No permittee shall employ either as a massage therapist or other employee any person under the age of eighteen (18) years. (Ord. 4-15 § 4 (part))

4.20.180 Daily register required.
Every permittee shall keep a daily register, approved as to form by the Permit Administrator, of all patrons, with names, addresses and hours of arrival and the rooms or cubicles assigned, if any. The daily register shall at all times during business hours be subject to inspection by the Permit Administrator, and shall be kept on file for one (1) year. (Ord. 4-15 § 4 (part))

4.20.190 ~~4.20.190~~ Advertising restrictions.
No massage establishment granted a permit under the provisions of this chapter shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective patrons that any service is available other than those services described in Section 4.20.010 ("massage"), nor shall any massage establishment indicate in the text of such advertising that any service is available other than those services described in Section 4.20.010 ("massage"). (Ord. 4-15 § 4 (part))

No massage establishment shall falsely state or advertise or put out any sign or card or other device, or to falsely represent to the public through any print or electronic media, that he or she or any other individual is licensed, certified, or registered by a governmental agency as a massage therapist or massage practitioner.

4.20.200 Massage establishment inspections.
A. The Permit Administrator shall have the right to enter any massage establishment during regular business hours, without a search or inspection warrant, to make reasonable inspection to ascertain whether there is compliance with provisions of this chapter.

B. The massage establishment shall take immediate action to correct each violation noted by the Permit Administrator. A re-inspection will be performed within thirty (30) business days to ensure that each violation noted by the Permit Administrator has been corrected. (Ord. 4-15 § 4 (part))

4.20.210 Massage by customer prohibited.
No customer or client of a massage establishment shall massage a massage therapist, or any other person within a massage establishment. (Ord. 4-15 § 4 (part))

4.20.220 Outcall massage services prohibited.
No person shall engage in outcall massage services. Outcall massage shall not include massage provided by any person licensed under Business and Professions Code Sections 2135 through 2139 (medicine), 2630 or 2639 (physical therapy), 2732.1, 2733 or 2742 (nursing), or under the Chiropractic Initiative Act of 1922. (Ord. 4-15 § 4 (part))

4.20.225 Notifications.

A massage establishment shall notify the Permit Administrator of any of the following within three business days of the instance:

A. Cessation of business as a massage business or massage therapist practicing in the City of Dublin;

B. Arrest of any massage establishment owner, therapist, or employee for an offense other than a misdemeanor traffic offense;

C. Resignation, termination, or transfer of any massage practitioners employed or hired by the massage establishment;

D. Any matter or event involving the massage establishment or massage therapists, employed or working for the massage business that constitutes a violation of this chapter, state or federal law or a violation of any law which would be grounds for denial, suspension, or revocation of a massage establishment permit;

E. The denial, suspension, or revocation of a massage business's employee's or independent contractor's certificate issued by CAMTC.

Article III. Massage Therapists

4.20.230 City massage therapist registration—Required.
Except for any person licensed under Business and Professions Code Sections 2135 through 2139 (medicine), 2630 or 2639 (physical therapy), 2732.1, 2733 or 2742 (nursing) or under the Chiropractic Initiative Act of 1922, no person shall, in or upon any premises in the city, act in the capacity of a massage therapist without first having registered with the Permit Administrator in accordance with the provisions of this chapter. (Ord. 4-15 § 4 (part))

4.20.240 Registration procedure and requirements.
Each massage therapist will adhere to the certification rules and regulations set forth by the CAMTC.

~~Massage therapists must complete all registration forms provided to him/her by the Permit Administrator. Massage therapists shall come into the city every two (2) years to demonstrate that they have recertified their state certification.~~

~~Such forms shall require submission of the following information:~~

~~A. The name and residence address of the massage therapist;~~

~~B. The name and address of the CAMTC certified school attended, the dates attended and a copy of the diploma or certificate of graduation awarded the applicant showing the applicant has completed coursework necessary to achieve CAMTC certification;~~

~~C. All the information required by Sections 4.20.060(B) through (M) or as set forth on city registration documents;~~

~~D. The full name, street address, and telephone number of all other business premises in which the massage therapist administers massage;~~

~~E. If applicable, any other name(s) or nicknames used by the massage therapist; and~~

~~F. Primary language(s), if other than English. (Ord. 4-15 § 4 (part))~~

~~**4.20.250 CAMTC certification—Exceptions.**~~

~~As set forth in Sections 4.20.160 and 4.20.240, only CAMTC certified massage therapists are permitted to register with the city and work at massage establishments.~~

~~In limited circumstances, a massage therapist without CAMTC certification may practice massage in the city, but only if he or she obtains written permission from the Permit Administrator. Requests must be made in writing and clearly set forth the circumstances surrounding the request.~~

~~A letter approving or denying such request will be made in writing within thirty (30) days. Decisions are made at the sole discretion of the Permit Administrator, are final, and are not subject to appeal. (Ord. 4-15 § 4 (part))~~

~~**4.20.260 Continuing registration requirements.**~~

~~Upon a change in location or premises or addition of premises in which the massage therapist administers massage, the certified therapist shall update his or her registration with the Permit Administrator. (Ord. 4-15 § 4 (part))~~

4.20.250 Massage Therapist responsibility.

Individual massage establishment employees, agents, independent contractors, or other representatives providing services on behalf of the massage establishment may also be cited for violations pursuant to this chapter at the discretion of the Permit Administrator.

Chapter 4.20

MASSAGE ESTABLISHMENTS AND MASSAGE SERVICES

Sections:

Article I. General Provisions

4.20.010 Definitions.
4.20.020 Exemptions.
4.20.030 Owner responsibility.
4.20.040 Violations a misdemeanor and a nuisance.
4.20.041 Violations – Renewal and citation compliance
4.20.045 Violations – moratorium.

Article II. Massage Establishments

4.20.050 Permit—Required.
4.20.060 Application procedure and requirements.
4.20.065 Amendments to permit.
4.20.070 City massage establishment permit fee required.
4.20.080 Permit—Issuance or denial.
4.20.090 Permit—Grounds for denial.
4.20.100 Permit—Display requirements.
4.20.110 Revocation or suspension—Reasons.
4.20.120 Revocation or suspension of city massage establishment permit—Hearing procedure.
4.20.125 Denial, suspension and revocation of registration certificates.
4.20.130 Permit nontransferable.
4.20.140 Appeal procedure.
4.20.150 Requirements—Massage establishments.
4.20.160 CAMTC certification required.
4.20.170 Employees—Age requirement.
4.20.180 Daily register required.
4.20.190 Advertising restrictions.
4.20.200 Massage establishment inspections.
4.20.210 Massage by customer prohibited.
4.20.220 Outcall massage services prohibited.
4.20.225 Notifications.

Article III. Massage Therapists

4.20.230 City massage therapist registration—Required.
4.20.240 Registration procedure and requirements.
4.20.250 Massage Therapist responsibility.* Prior ordinance history: Ords. 2-87, 2-93.

Article I. General Provisions

4.20.010 Definitions.

Unless the provision or context otherwise requires, the definitions contained herein shall govern the construction of this chapter.

"Applicant" means any person who applies for a permit as required by this chapter.

"California Massage Therapy Council" or "CAMTC" means the massage therapy organization created pursuant to Section 4600.5 of the California Business and Professions Code and further defined in Section 4600 of that code.

"Certified massage therapist" means a massage therapist certified by the CAMTC as a certified massage practitioner or as a certified massage therapist pursuant to Section 4601(b) or 4601(c) of the California Business and Professions Code.

"City massage establishment permit" means a permit issued to a massage establishment by the Permit Administrator in accordance with this chapter.

"Compensation" means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

"Employee" means any person, other than a massage therapist, who renders any service to the permittee, who receives compensation directly from the permittee, and who has no physical contact with the customers and clients.

"Fully clothed" means clothes are worn in such a manner that an individual's genitals, buttocks, and chest is not exposed and all outer garments are of a fully opaque, nontransparent material and provide complete covering from at least the mid-thigh to two (2) inches below the collarbone. The midriff may not be exposed.

"Massage" means any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external parts of the body with the hands or with the aid of any mechanical or electrical apparatus or appliance, with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment or other similar preparation commonly used in this practice.

"Massage establishment" means any establishment having a fixed place of business where any person engages in or carries on or permits to be engaged in or carried on any of the activities described in the definition of "massage" set out in this section.

"Massage therapist" means any person who, for any consideration whatsoever, engages in the practice of massage as herein defined.

"Operator" or "massage establishment operator" means any person who is an owner or manager of a massage establishment.

"Outcall massage service" means engaging in or carrying on the practice of massage, not at a fixed location licensed such as a massage establishment, but at a location designated by the permittee, massage therapist, customer or client.

"Owner" or "massage establishment owner" means any of the following persons:

(1) The sole proprietor of a sole proprietorship operating a massage establishment.

(2) Any general partner of a general or limited partnership that owns a massage establishment.

(3) Any person who has a ten percent or greater ownership interest in a corporation that owns a massage establishment.

(4) Any person who is a member of a limited liability company that owns a massage establishment.

(5) All owners of any other type of business association that owns a massage establishment.

"Patron" means an individual on the premises of a massage establishment for the purpose of receiving massage therapy.

"Permit Administrator" means the Chief of Police or his/her designee.

"Permittee" means any person operating or maintaining a massage establishment. (Ord. 4-15 § 4 (part))

"School of Massage" means any school or institution of learning that is recognized as an approved school pursuant to Business and Professions Code Division 2.

"Visitor" means any individual not retained or employed by the massage establishment and not receiving or waiting to receive massage therapy services, but excluding law enforcement personnel or governmental officials performing governmental business.

4.20.020 Exemptions.

This chapter shall not apply to the following classes of individuals while engaged in the performance of the duties of their respective professions:

A. Physicians, surgeons, chiropractors, osteopaths, podiatrists, physical therapists, nurses, or any other person licensed to practice any healing art under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code when engaging in such practice within the scope of his or her license.

B. Trainers of any amateur, semi-professional, or professional athlete or athletic team, so long as such persons do not practice massage as their primary occupation at any location where they provide such services in the city.

C. Barbers, estheticians and cosmetologists who are duly licensed under the laws of the state of California, while engaging in practices within the scope of their licenses.

D. Individuals in the city temporarily for educational events.

E. Individuals administering massages or health treatments involving massage to persons participating in road races, track meets, triathlons, educational events, conferences or similar single-occurrence athletic, recreational, or educational events.

(Ord. 4-15 § 4 (part))

4.20.030 Owner responsibility.

For the purpose of enforcing the requirements of this chapter, the massage establishment owner shall be responsible for the conduct of all massage establishment employees, agents, independent contractors, or other representatives while such persons are providing services on behalf of the massage establishment. Pursuant to California Business and Professions Code 4607, the Permit Administrator may discipline an owner or operator of a massage business or establishment ,or an applicant for certification, pursuant to this chapter for the conduct of all individuals providing massage for compensation on the business premises.

4.20.040 Violations a misdemeanor and a nuisance.

Any massage provided or massage establishment operated, conducted, or maintained contrary to the provisions of this chapter shall be, and the same is hereby declared to be, a misdemeanor and a public nuisance, and the City Attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinment thereof, in the manner provided by law. Such remedies shall be in addition to any other judicial and administrative penalties and remedies available to the city under this code or state or federal law. (Ord. 4-15 § 4 (part)) Upon determination by the certification officer or any other city enforcement officer that a violation of this chapter has taken place, the officer is authorized to issue an administrative citation that may result in administrative fines in accordance with Chapter 1.06.

4.20.041 Violations – Renewal and citation compliance.

In addition to any other remedy available to the city under applicable law, a massage establishment permit may not be renewed or amended unless and until all due and unpaid citations issued pursuant to this chapter are paid in full, and all outstanding violations have been corrected.

4.20.045 Violations – Moratorium.

A. In addition to any other remedy available to the city under applicable law, a massage establishment permit may be suspended or revoked as provided in Section 4.20.110. Upon issuance of a final order by the Permit Administrator to revoke the massage permit, the massage establishment shall immediately cease operation, and, if so, ordered by the hearing officer, no other massage establishment shall be permitted to operate at that location by any person for a period of not less than three years ("the moratorium period"). If the

operator is not also the legal owner of the real property on which the massage establishment is situated, notice of such revocation and the three-year moratorium period shall be provided by the permit authority to the owner of record of the property as shown on the latest county assessment roll.

B. Notwithstanding any other provision of this chapter, where a Notice of Revocation or Suspension has been issued to the operator of a massage establishment pursuant to Section 4.20.110 of this chapter, the Permit Administrator shall not process or grant an application for a massage establishment permit for a new massage establishment at the same premises unless and until such Notice of Revocation or Suspension is dismissed; or a final determination is made pursuant to that section that the current operator's massage establishment permit is not or should not be revoked; or any moratorium period imposed pursuant to this chapter has expired.

Article II. Massage Establishments

4.20.050 Permit—Required.

A. No establishment shall offer massage services without having first obtained a city business license and city massage establishment permit in accordance with the provisions of this chapter.

B. A separate city massage establishment permit must be obtained for each branch location where massage services are carried out.

C. The massage establishment permit shall be renewed every two (2) years. (Ord. 4-15 § 4 (part))

4.20.060 Application procedure and requirements.

An application for a massage establishment permit shall be submitted to the Permit Administrator on forms provided by the Permit Administrator. Such forms shall require submission of the following information:

A. The proposed name, address, and telephone number of the massage establishment.

B. The name and street address and telephone number of the owner(s) on which the massage establishment is operated. In the event the applicant is not the legal owner of the property on which the massage establishment is located, the application shall be accompanied by a copy of the lease and an acknowledgement from the owner of the property that a massage establishment is located on the property;

C. The exact nature of the massage to be administered;

D. The massage establishment's hours of operation;

E. A detailed diagram showing the interior floor plan and configuration of the premises;

F. The name of each individual who the massage establishment employs or retains to perform massage therapy for compensation;

   a. For each individual who the massage establishment does or will employ or retain to perform massage therapy for compensation, a copy of that individual's current certification from the CAMTC as a certified massage practitioner or certified massage therapist, and a copy of his or her current CAMTC-issued identification card.

G. The name of each individual who is regularly employed or retained by the massage establishment to perform services on the premises other than massage therapy, and the nature of their services.

H. For each owner of the massage establishment who is a CAMTC-certified massage professional, a copy of his or her current certification from the CAMTC as a certified massage practitioner or as a certified massage therapist and a copy of his or her current CAMTC-issued identification card and:

   a. All disciplinary action against, suspension, denial, or revocation of a permit or certificate to practice massage, including the agency, date, and reason associated with the action.

I. For each owner of the massage establishment, the following information:

a. The business, occupation, employment, and residency history of each owner of the massage establishment for five years preceding the date of application, and the inclusive dates of same;

b. Height, weight, color of eyes and hair;

c. Written proof that the owner(s) is at least eighteen (18) years of age;

d. Driver's license number of the owner, including a copy of a driver's license or other state issued identification card;

e. Two current (2) color portrait photographs of the applicant at least two (2) inches by two (2) inches;

f. The massage or similar business license history of the owner; whether such person, in previously operating in this or another city, county or state under license, has had such license revoked or suspended, the reason therefor, and the business activity or occupation subsequent to such action of suspension or revocation;

g. All criminal convictions except minor traffic violations and any criminal charges pending against the applicant at the time of submission of the application, other than misdemeanor traffic citations, including the name and address of the court in which the charge is pending and any applicable case numbers;

h. A statement whether the owner has failed to pay any judgment arising from or connected with the activities that would be authorized by the permit;

J. Proof of an unexpired business license or proof of current application for business license in the city;

K. Fingerprints of the owner (this is waived for CAMTC-certified owners per Government Code Section 51034 (c));

L. Such other identification and information as deemed necessary by the Permit Administrator; and

M. All massage establishments must demonstrate practitioner's liability insurance coverage in the amount of a minimum of two million dollars ($2,000,000) per event at all times when performing massage activities. The coverage must be held in the name of the massage establishment or each massage therapist authorized to perform massage. (Ord. 4-15 § 4 (part))

4.20.065 Amendments to permit.

A. Whenever the information provided in the application for a massage establishment on file with the city changes, the operator shall file an application, provided by the Permit Administrator or his or her designee, to amend the permit to reflect such change within three business days of occurrence. The application shall be accompanied by the fee established by the city's fee schedule.

B. An amendment shall not be used to change the location or owners of a massage establishment. Instead, a new permit application is required.

C. A denial of an application to amend a massage establishment permit may be appealed in the same manner as a denial of an application for a permit under Section 4.20.140.

4.20.070 City massage establishment permit fee required.

No city massage establishment permit shall be issued hereunder until the appropriate fee has been paid. The fee for a city massage establishment shall be as established by the City Council by resolution. (Ord. 4-15 § 4 (part))

4.20.080 Permit—Issuance or denial.
The Permit Administrator shall, within thirty (30) days after receipt of an application complying with all the provisions of this chapter, issue a permit or deliver to the applicant, personally or by mail, written notice of denial of the permit, setting forth the reason or reasons therefor, in accordance with the provisions of Section 4.20.090. (Ord. 4-15 § 4 (part))

4.20.090 Permit—Grounds for denial.
The Permit Administrator shall deny the permit if he/she finds:

A. That any information contained in or submitted with the application is not true, contains material misrepresentations, or if relevant or material information is omitted from the application; or

B. That the operation as proposed by the applicant would not comply with any provision of this chapter or any other ordinance or regulation of the city or any statute or regulation of the state of California; or

C. That any person who would be directly engaged in the management and operation of the massage establishment has been convicted of any of the following offenses, found in violation of any of the following codes, or convicted of an offense outside of the state of California that would have constituted any of the following offenses if committed within the state of California:

1. An offense involving the use of force and violence upon the person of another that amounts to a felony.

2. An offense involving sexual misconduct or an offense involving conduct which requires registration under California Penal Code Section 290.

3. An offense as defined in California Penal Code Section 266I, 315, 316, 318, 647(b) or 653.23.

4. An offense involving theft or fraud related offenses.

5. A conviction under California Penal Code Section 11225 -11235 (Red Light Abatement Law)

6. A conviction of a crime designated in California Government Code Section 51032(b).

7. A conviction of any other state or federal offense involving dishonesty, fraud, deceit, violence or moral turpitude or conspiracy to commit any of the offenses designated above.

8. Any offense involving the violation of California Health and Safety Code Sections 11570-11587 (Controlled Substance Abatement).

9. Any violation of California Civil Code Sections 3479 and 3480 (Public Nuisance).

Convictions that have been expunged shall also be reported.

D. That, for any other reason, the operation as proposed would be detrimental to the public peace, health, safety, morals or welfare or to neighboring property; or

E. That the proposed name of the business for the establishment suggests that the establishment will offer or practice any service or activities proscribed under the provisions of this chapter. (Ord. 4-15 § 4 (part))

F. The proposed business has had a massage establishment revoked or suspension in the past three years pursuant to Section 4.20.045.

4.20.100 Permit—Display requirements.
Every massage establishment permit issued pursuant to the provisions of this chapter shall at all times be displayed in a conspicuous place within the massage establishment. (Ord. 4-15 § 4 (part))

4.20.110 Revocation or suspension—Reasons.

Any city massage establishment permit issued pursuant to this chapter may be suspended or revoked by the Permit Administrator after a hearing, where it is found by clear and convincing evidence that any of the following have occurred:

A. Finding of Violation. The person(s) to whom the city massage establishment permit has been issued, or any person employed or retained by the massage establishment, has been found to have violated any provision of this chapter; or California Business and Professional Code Section 4609; or

B. Prohibited Conduct. The permittee, or any person employed or retained by the massage establishment, has been convicted in a court of competent jurisdiction of having violated, or has engaged in conduct constituting a violation of, any of the following: California Penal Code Section 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, or 647(b), or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the state of California that is the equivalent of any of the aforesaid offenses; or

C. Registration under Penal Code Section 290. The permittee or any person employed or retained by the massage establishment is required to register under Section 290 of the California Penal Code as a result of conduct while working in or for the massage establishment; or

D. Nuisance Injunction. The permittee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or Sections 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the state of California; or

E. Fraud or Misrepresentation. The permittee or any employee has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment; or

F. Operation during Suspension. The permittee has continued to operate the massage establishment after the city massage establishment permit or establishment registration certificate has been suspended; or

G. Massage without Certification. Massage has been performed on the premises, with or without the permittee's actual knowledge, by any person who is not a duly authorized certified massage therapist; or

H. Prohibited Acts. There have been one (1) or more acts prohibited under California Penal Code Section 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, or 647(b) taking place on the premises, whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the permittee; or

I. Sexual Touching. The permittee or any person employed or retained by the massage establishment or any other person on the premises of the massage establishment has engaged in conduct or committed acts that a reasonable person in a patron's position would understand as an offer to perform on or engage in with the patron acts that are sexual in nature or that involve touching of the patron's genitals, pubic area, anus, or areola; or

J. Negligent Supervision. The permittee failed to provide adequate supervision of the massage establishment, resulting in a pattern of at least three (3) violations of this code or state or federal law; or(Ord. 4-15 § 4 (part))

K. Labor Violations. The owner or operator failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

4.20.120 Revocation or suspension of city massage establishment permit—Hearing procedure.

A. Written Notice Required. The Permit Administrator, before revoking or suspending any establishment registration certificate, shall conduct a hearing to determine whether the permit or certificate shall be revoked or suspended. The permittee shall be notified of the date of the hearing, and the hearing date shall be no sooner than ten (10) business days from the date of the written notice. The written notice shall be provided in the following manner:

1. Service of Notice and Order. All notices shall be posted on the property and also served upon the record owner and any tenant. A copy of the notice shall also be served on each of the following if known to the Permit Administrator or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance; the owner or holder of any lease; and the holder of any other estate or legal interest of record in or to the building or the land on which it is located. The failure of the Permit Administrator to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served to relieve any such person from any duty or obligation imposed by the provisions of this section.

2. Method of Service. Service shall be made upon all persons entitled thereto either personally or by mailing a copy by first class U.S. mail to each such person at their address as it appears on the last equalized assessment roll of the county or as known to the Permit Administrator. If no address of any such person appears or is known to the Permit Administrator, then a copy shall be mailed to the address of the parcel of land involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service shall be effective on the date of the mailing.

3. Proof of Service. At the time of service, each person affecting service shall complete a written declaration under penalty of perjury, which declares the time, date and manner in which service was made. The declaration shall be affixed to the copy of the notice and order retained by the Permit Administrator.

B. Hearing. The Permit Administrator may establish reasonable rules and procedures for the conduct of the hearing, provided that such rules satisfy the permittee's due process rights under the United States and California Constitutions, and such rules need not provide the permittee an opportunity to appear before the Permit Administrator or require an in-person hearing. At the hearing, the Permit Administrator shall consider all evidence submitted. The hearing may, after being commenced within the time specified pursuant to subsection A of this section, be continued for good cause by the Permit Administrator from time to time. The Permit Administrator shall, at the conclusion of the hearing, make findings of fact based upon the evidence submitted and shall decide whether or not the permit or certificate shall be revoked or suspended.

C. Notice of Decision. The Permit Administrator's written notice of decision shall be served on the permittee, within thirty (30) business days of the conclusion of the hearing, in the manner provided in subsection (A)(2) of this section, and, in the case of a revocation or suspension, such notice of decision shall indicate the appeal procedures as set forth hereinafter. (Ord. 4-15 § 4 (part))

4.20.125 Denial, suspension and revocation of registration certificates.

No reapplication will be accepted within three years after a certificate is revoked.

4.20.130 Permit nontransferable.
No permit issued pursuant to the provisions of this chapter is transferable to any other person or location. (Ord. 4-15 § 4 (part))

4.20.140 Appeal procedure.
An applicant or permittee may appeal any written action or determination of the Permit Administrator under the provisions of this chapter to the City Manager pursuant to the provisions of Section 1.04.050. The effect of revocation of a permit shall be suspended by the filing of a notice of appeal until the determination of the appeal by the City Manager. (Ord. 4-15 § 4 (part))

4.20.150 Requirements—Massage establishments.
A. Operational Requirements. Except as otherwise specifically provided in this chapter, the following operational requirements shall be applicable to all massage establishments located within the city:

1. No massage establishment shall be open for business between the hours of ten p.m. (10:00 p.m.) of one (1) day and seven a.m. (7:00 a.m.) of the following day. Massage begun any time before ten p.m. (10:00 p.m.) must nevertheless terminate at ten p.m. (10:00 p.m.). The hours of operation shall be displayed in a conspicuous public place in the reception area and in any front window clearly visible from outside of the massage establishment.

2. Patrons and visitors shall be permitted in the massage establishment only during the hours of operation.

3. Except for a patron who is inside a room for the purpose of receiving a massage, no patrons or visitors shall be permitted in or on the massage establishment premises at any time unless they are fully clothed in garments of nontransparent material.

4. During the hours of operation, visitors shall not be permitted in massage rooms except as follows: (a) the parents or guardian of a patron who is a minor child may be present in the room with that minor child; (b) the minor child of a patron may be present in the room with the patron when necessary for the supervision of the child; and (c) the conservator, aid, or other caretaker of a patron who is elderly or disabled may be present in the room with that elderly or disabled person.

5. During the hours of operation, patrons shall be permitted in massage rooms only if at least one (1) duly authorized certified massage therapist is present on the premises of the massage establishment.

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

7. For all employees employed or retained by the massage establishment who provide massage, the following document shall be available to city staff upon inspection pursuant to Section 4.20.200: a valid certificate from the CAMTC.

8. The massage establishment shall keep on the premises a complete and current roster of all owners, operators, and managing employees of the massage establishment and all massage professionals and other persons employed or retained by the massage establishment. The roster shall include the name, residence address, and phone number of each individual. The roster shall be available for inspection by city officials charged with the enforcement of this chapter.B. Physical Facility and Building and Fire Code Requirements. Except as otherwise specifically provided in this chapter, the following physical facility and building code requirements shall be applicable to all massage establishments located within the city:

1. Front Door and Reception Area. One (1) front door shall be provided for patron entry, which shall open to an interior patron reception and waiting area immediately inside the front door. All patrons and any persons other than individuals employed or retained by the massage establishment shall be required to enter and exit through the front door.

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

3. Locks. All interior doors, including rooms or cubicles in which massage occurs, but excluding individual dressing rooms and toilet rooms, shall be incapable of being locked and shall not be blocked to prevent opening. Draw drapes, curtain enclosures, or accordion-pleated closures in lieu of doors are acceptable on all inner rooms or cubicles.

4. Lighting. Minimum lighting equivalent to at least one (1) forty (40) watt light shall be provided in each room or cubicle in which massage is provided.

5. Tables, Mats, and Beds. A massage table shall be used for all massage, with the exception of “Thai,” “Shiatsu,” and similar forms of therapy, which may be provided on a padded mat on the floor, provided the patron is fully attired in loose clothing, pajamas, scrubs, or similar style of garment. Massage tables shall have a minimum height of eighteen (18) inches. Beds, floor mattresses, and waterbeds are not permitted on the premises of the massage establishment, and no massage establishment shall be used for residential or sleeping purposes.

6. Lockers. All locker facilities that are provided for the use of patrons shall be fully secured for the protection of the patrons' valuables, and each patron shall be given control of the key or other means of access.

7. Building and Fire Codes. The massage establishment shall comply with all applicable state and local building standards (as adopted in Title 7) and the fire code (as adopted in Title 5).

C. Health and Safety Requirements. Except as otherwise specifically provided in this chapter, the following health and safety requirements shall be applicable to all massage establishments located within the city:

1. Towels and Linens. The massage establishment shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens, and all massage tables shall be covered with a clean sheet or other clean covering for each patron. After a towel, covering, or linen has been used once, it shall be deposited in a closed receptacle and not used again until properly laundered and sanitized. Towels, coverings, and linens shall be laundered either by regular commercial laundering, or by a noncommercial laundering process that includes immersion in water at least one hundred forty (140) degrees Fahrenheit for not less than fifteen (15) minutes during the washing or rinsing operation. Clean towels, coverings, and linens shall be stored in closed, clean cabinets when not in use.

2. Cleaning and Disinfecting. All rooms or cubicles, wet and dry heat rooms, toilet rooms, shower compartments, hot tubs, and pools shall be thoroughly cleaned and disinfected as needed, and at least once each business day when the premises are open and such facilities are in use. All bathtubs shall be thoroughly cleaned and disinfected after each use.

3. Liquids, Creams, and Powders. All liquids, creams, or other preparations used on or made available to patrons shall be kept in clean and closed containers. Powders may be kept in clean shakers. All bottles and containers shall be distinctly and correctly labeled to disclose their contents. When only a portion of a liquid, cream, or other preparation is to be used on or made available to a patron, it shall be removed from the container in such a way as not to contaminate the remaining portion.

4. Invasive Procedures. No invasive procedures shall be performed on any patron. Invasive procedures include, but are not limited to: (a) application of electricity that contracts the muscle; (b) penetration of the skin by metal needles; (c) abrasion of the skin below the nonliving, epidermal layers; (d) removal of skin by means of any razor-edged instrument or other device or tool; (e) use of any needle-like instrument for the purpose of extracting skin blemishes; and (f) other similar procedures.

5. Garments Provided to Patrons. All bathrobes, bathing suits, and/or other garments that are provided for the use of patrons shall be either fully disposable and not used by more than one (1) patron, or shall be laundered after each use pursuant to subsection (C)(1) of this section.

6. Combs and Brushes. All combs, brushes, and/or other personal items of grooming or hygiene that are provided for the use of patrons shall be either fully disposable and not used by more than one (1) patron, or shall be fully disinfected after each use.

7. Footwear. No patrons shall be allowed to use any shower facilities of the massage establishment unless such patrons are wearing slip-resistant sandals or flip-flops while in the shower compartment. All footwear such as sandals or flip-flops that are provided for the use of patrons either shall be fully disposable and not used by more than one (1) patron, or shall be fully disinfected after each use.

8. Draping and Contact with Genitals. The patron's genitals, pubic area, anus, and female patron's breasts below a point immediately above the top of the areola must be fully draped at all times while any employee of the massage establishment is in the massage therapy room or cubicle with the patron. No massage shall be provided to a patron that results in intentional contact, or occasional and repetitive contact, with the genitals, anus, or areola of a patron.

9. Alcohol. No alcoholic beverages shall be sold, served, or furnished to any patron; nor shall any alcoholic beverages be kept or possessed on the premises of a massage establishment.

D. Attire and Hygiene. The following attire and physical hygiene requirements shall be applicable to all employees, and any other persons who work permanently or temporarily on the premises of a massage establishment within the city, including, but not limited to, all persons who are employed or retained to practice massage:

1. Garments. All persons shall wear clean and sanitary outer garments at all times. All outer garments shall be of a fully opaque, nontransparent material and provide complete covering from at least the mid-thigh to two (2) inches below the collarbone. The midriff may not be exposed.

2. Exposure. No operator, employee, or visitor shall, while on the premises of a massage establishment, and while in the presence of any patron, customer, employee or visitor, expose his or her genitals, buttocks, or chest.

3. Clean Skin. All persons shall thoroughly wash their hands with soap and water or any equally effective cleansing agent immediately before providing massage. No massage shall be provided upon a surface of the skin or scalp of a patron where such skin is inflamed, broken (e.g., abraded or cut), or where a skin infection or eruption is present.

E. Display of Permits and Certifications. Each person employed or retained to perform massage in or on the premises shall display on his or her person a copy of the valid photograph-bearing identification card issued to that employee by the CAMTC. A copy of each such identification card shall also be displayed in an open and conspicuous place visible from the entrance and/or reception and waiting area of the massage establishment. The home address of any employee need not be displayed. (Ord. 4-15 § 4 (part))

4.20.160 CAMTC certification required.

A. Massage establishments within the city shall only employ CAMTC certified massage therapists.

B. An original copy of certification as a certified massage therapist must be conspicuously posted within the massage establishment and the certification must be current for all massage therapists. The certificate holder shall have his or her identification card in his or her possession while providing massage services for compensation.

C. The certificate holder shall provide his or her full name and certificate number upon the request of a member of the public, a representative of the city, or a local government agency charged with regulating massage or massage establishments, at the location where he or she is providing massage services for compensation. (Ord. 4-15 § 4 (part))

D. The massage establishment owner/operator shall complete all registration forms provided to him/her by the Permit Administrator for each massage therapist. The owner/operator shall complete applicable forms and submit to the Permit Administrator prior to the expiration of the certification expiration, to demonstrate that the massage therapists providing service on the massage establishment's behalf have recertified their CAMTC certification.

Such forms shall require submission of the following information:

1. The name and residence address of the massage therapist;

2. A copy of their CAMTC ID Card and CAMTC certification;

3. Height, weight, color of eyes and hair;

4. Written proof that the owner(s) is at least eighteen (18) years of age;

5. Two (2) current color portrait photographs of the applicant at least two (2) inches by two (2) inches;

6. The driver's license number of the owner, including a copy of a driver's license or other state issued identification card;

7. The full name, street address, and telephone number of all other business premises in which the massage therapist administers massage;

8. If applicable, any other name(s) or nicknames used by the massage therapist;

9. Primary language(s), if other than English; and (Ord. 4-15 § 4 (part))

10. Such other identification and information as deemed necessary by the Permit Administrator.

4.20.170 Employees—Age requirement.
No permittee shall employ either as a massage therapist or other employee any person under the age of eighteen (18) years. (Ord. 4-15 § 4 (part))

4.20.180 Daily register required.
Every permittee shall keep a daily register, approved as to form by the Permit Administrator, of all patrons, with names, addresses and hours of arrival and the rooms or cubicles assigned, if any. The daily register shall at all times during business hours be subject to inspection by the Permit Administrator, and shall be kept on file for one (1) year. (Ord. 4-15 § 4 (part))

4.20.190 Advertising restrictions.
No massage establishment granted a permit under the provisions of this chapter shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective patrons that any service is available other than those services described in Section 4.20.010 ("massage"), nor shall any massage establishment indicate in the text of such advertising that any service is available other than those services described in Section 4.20.010 ("massage"). (Ord. 4-15 § 4 (part))

No massage establishment shall falsely state or advertise or put out any sign or card or other device, or to falsely represent to the public through any print or electronic media, that he or she or any other individual is licensed, certified, or registered by a governmental agency as a massage therapist or massage practitioner.**4.20.200 Massage establishment inspections.**
A. The Permit Administrator shall have the right to enter any massage establishment during regular business hours, without a search or inspection warrant, to make reasonable inspection to ascertain whether there is compliance with provisions of this chapter.

B. The massage establishment shall take immediate action to correct each violation noted by the Permit Administrator. A re-inspection will be performed within thirty (30) business days to ensure that each violation noted by the Permit Administrator has been corrected. (Ord. 4-15 § 4 (part))

4.20.210 Massage by customer prohibited.
No customer or client of a massage establishment shall massage a massage therapist, or any other person within a massage establishment. (Ord. 4-15 § 4 (part))

4.20.220 Outcall massage services prohibited.
No person shall engage in outcall massage services. Outcall massage shall not include massage provided by any person licensed under Business and Professions Code Sections 2135 through 2139 (medicine), 2630 or 2639 (physical therapy), 2732.1, 2733 or 2742 (nursing), or under the Chiropractic Initiative Act of 1922. (Ord. 4-15 § 4 (part))

4.20.225 Notifications.

A massage establishment shall notify the Permit Administrator of any of the following within three business days of the instance:

A. Cessation of business as a massage business or massage therapist practicing in the City of Dublin;

B. Arrest of any massage establishment owner, therapist, or employee for an offense other than a misdemeanor traffic offense;

C. Resignation, termination, or transfer of any massage practitioners employed or hired by the massage establishment;

D. Any matter or event involving the massage establishment or massage therapists, employed or working for the massage business that constitutes a violation of this chapter, state or federal law or a violation of any law which would be grounds for denial, suspension, or revocation of a massage establishment permit;

E. The denial, suspension, or revocation of a massage business's employee's or independent contractor's certificate issued by CAMTC.

Article III. Massage Therapists

4.20.230 City massage therapist registration—Required.
Except for any person licensed under Business and Professions Code Sections 2135 through 2139 (medicine), 2630 or 2639 (physical therapy), 2732.1, 2733 or 2742 (nursing) or under the Chiropractic Initiative Act of 1922, no person shall, in or upon any premises in the city, act in the capacity of a massage therapist without first having registered with the Permit Administrator in accordance with the provisions of this chapter. (Ord. 4-15 § 4 (part))

4.20.240 Registration procedure and requirements.
Each massage therapist will adhere to the certification rules and regulations set forth by the CAMTC.

4.20.250 Massage Therapist responsibility.

Individual massage establishment employees, agents, independent contractors, or other representatives providing services on behalf of the massage establishment may also be cited for violations pursuant to this chapter at the discretion of the Permit Administrator.

August 15, 2023

SB 343

Senate Bill 343 mandates supplemental materials that have been received by the City Clerk's office that relate to an agenda item after the agenda packets have been distributed to the City Council be available to the public.

The attached documents were received in the City Clerk's office after distribution of the August 15, 2023, Regular City Council meeting agenda packet.

Item 8.1

Massage Establishment Ordinance Proposed Updates

Proposed changes and their origin

Proposed Administrative Changes

Proposed Change	Recommending Entity
Inclusion of additional definitions of terms referenced in the code.	CAMTC Recommendation
Removal of outdated references and terms.	CAMTC Recommendation

Proposed Minor Changes

Proposed Change	Recommending Entity
Inclusion of reference to the City's administrative citations outlined in Section 1.06.	CAMTC Recommendation
Addition of a business license requirement.	City Recommendation
Inclusion of language to suspend establishments in violation of California Business and Professional Code Section 4609.	CAMTC Recommendation
Replacement of "and" with "or" to allow recourse for any "private" touching.	City Attorney Recommendation
Ability to revoke or suspend establishments for labor law violations.	CAMTC Recommendation
Requirement for businesses to post a list of services and costs.	CAMTC Recommendation
Addition of a provision mandating an active employee roster onsite at all times.	City Recommendation
Clarification that windows cannot be obstructed, even by open blinds.	City Recommendation
Additional details regarding certification requirements, posting, and recertification.	CAMTC Recommendation
Mandate to post an original certification certificate.	CAMTC Recommendation
Addition of "current" to the photo requirement.	City Recommendation
Clarification of the need to renew massage therapist certificates before expiration, as opposed to every two years.	City Recommendation
Prohibition of false advertising by massage establishments.	City Attorney Recommendation
Deletion of the continuing registration requirements in the massage therapist since those are now the owner's responsibility.	City Recommendation
Alignment of the appeals procedure to be consistent with the City's general appeals procedure.	City Recommendation
Clarification of the hearing procedure for massage establishment permit revocation.	City Recommendation

Proposed Substantial Changes

Proposed Change	Recommending Entity
Removal of exemption allowing students to perform massage services.	CAMTC Recommendation
Removal of section allowing students to perform services on the public.	CAMTC Recommendation
Introduction of a new section holding owners responsible for violations of the municipal code, including those committed by massage therapists and employees.	CAMTC Recommendation
Ability to withhold amendments and renewal until fees are paid and violations are corrected.	CAMTC Recommendation
Ability to impose a three-year moratorium on a location where a massage establishment permit was revoked.	City Recommendation
Requirement to amend permit within three business days if information in the application changes.	CAMTC Recommendation
Prohibition of reapplications for three years after a permit is revoked.	CAMTC Recommendation (1 year reapplication period) City Recommendation – 3 year
Mandatory notification to DPS within three business days in case of A. business closure, B. owner or employee arrests, C. staff resignations, D. violations of laws, and E. suspension of CAMTC certificate.	CAMTC Recommendation
Deletion of a section to eliminate certification exemptions.	City Recommendation
Inclusion of a section to hold employees, agents, etc., responsible for meeting the requirements of 4.20 at the discretion of the permit administrator.	City Recommendation
Addition of more specific language to include a wide range of offenses that would render someone ineligible for a permit and denial reasons for massage establishments with revoked or suspended licenses in the past three years.	CAMTC Recommendation
Addition of additional application requirements, including a current photo, list of employees, space diagram, owner's CAMTC information, and the need for owners to report and renew massage therapist records.	City Recommendation

Summary of Proposed changes organized by source

CAMTC

Proposed Administrative Changes

Proposed Change
Inclusion of additional definitions of terms referenced in the code.
Removal of outdated references and terms.

Proposed Minor Changes

Proposed Change
Inclusion of reference to the City's administrative citations outlined in Section 1.06.
Inclusion of language to suspend establishments in violation of California Business and Professional Code Section 4609.
Ability to revoke or suspend establishments for labor law violations.
Requirement for businesses to post a list of services and costs.
Additional details regarding certification requirements, posting, and recertification.
Mandate to post an original certification certificate.

Proposed Substantial Changes

Proposed Change
Removal of exemption allowing students to perform massage services.
Removal of section allowing students to perform services on the public.
Introduction of a new section holding owners responsible for violations of the municipal code, including those committed by massage therapists and employees.
Ability to withhold amendments and renewal until fees are paid and violations are corrected.
Requirement to amend permit within three business days if information in the application changes.
Prohibition of reapplications for three years after a permit is revoked.
Mandatory notification to DPS within three business days in case of A. business closure, B. owner or employee arrests, C. staff resignations, D. violations of laws, and E. suspension of CAMTC certificate.
Addition of more specific language to include a wide range of offenses that would render someone ineligible for a permit and denial reasons for massage establishments with revoked or suspended licenses in the past three years.

CITY

Proposed Minor Changes

Proposed Change
Addition of a business license requirement.
Replacement of "and" with "or" to allow recourse for any "private" touching.
Addition of a provision mandating an active employee roster onsite at all times.
Clarification that windows cannot be obstructed, even by open blinds.
Addition of "current" to the photo requirement.
Clarification of the need to renew massage therapist certificates before expiration, as opposed to every two years.
Prohibition of false advertising by massage establishments.
Deletion of the continuing registration requirements in the massage therapist since those are now the owner's responsibility.
Alignment of the appeals procedure to be consistent with the City's general appeals procedure.
Clarification of the hearing procedure for massage establishment permit revocation.

Proposed Substantial Changes

Proposed Change
Ability to impose a three-year moratorium on a location where a massage establishment permit was revoked.
Prohibition of reapplications for three years after a permit is revoked.
Deletion of a section to eliminate certification exemptions.
Inclusion of a section to hold employees, agents, etc., responsible for meeting the requirements of 4.20 at the discretion of the permit administrator.
Addition of additional application requirements, including a current photo, list of employees, space diagram, owner's CAMTC information, and the need for owners to report and renew massage therapist records.

Introduction of an Ordinance Amending Section 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code

City Council Meeting

August 15, 2023

DUBLIN
CALIFORNIA

Background

- Chapter 4.20 outlines requirements for Massage Establishments, Services, and Therapists in the City
- Introduced in 1987 and last modified in 2015
- Many municipalities have updated their codes within the past few years to help deter human trafficking

Partners

CAMTC

DPS COMMAND STAFF & CRIME PREVENTION UNIT

CITY ATTORNEY'S OFFICE

ECONOMIC DEVELOPMENT

Objectives

Prevent illicit sexual activities and aid survivors of human trafficking.

Align the code with CAMTC standards and other local government agencies.

Support legitimate business owners and practitioners.

Prevent illicit massage businesses from entering the city.

Provide the public with access to healthy and safe massage services.

Ensure practitioners are properly trained and certified.

Proposed Changes

Administrative

- Additional Definitions
- Removal of Outdated References

Minor

- Add specificity and clarity

Substantial

- Deletion and Addition of Sections
- New Requirements

Summary of Substantial Changes

Removal of Exemptions

Removal of the ability for non-certified individuals to perform massage services.

Accountability for Owners & Employees

Introduction of a new section holding owners responsible for all violations Chapter 4.20.

Strengthened Enforcement Measures

Ability to withhold amendments and renewal until violations are corrected.

Three-year moratorium on a location where a permit was revoked.

Prohibition of reapplications for three years after a permit is revoked.

Enhanced Ongoing Requirements

Mandatory notification to DPS within three business days of pertinent updates.

Requirement to amend permit if information in the application changes.

Addition of additional application requirements.

Current and Future State

- 18 existing establishments
- Inspections occur once a month with possible 30-day reinspection
- If the proposed changes are adopted, DPS will continue to inspect and enforce Chapter 4.20 on a regular basis

Recommendation

- Waive the reading and INTRODUCE the Ordinance Amending Section 4.20 to the Dublin Municipal Code, Related to Massage Establishments and Massage Services.