

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

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



Regular of the **DUBLIN CITY COUNCIL**

Tuesday, February 6, 2024

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

CLOSED SESSION 6:30 PM **REGULAR MEETING 7:00 PM**

Pursuant to Government Code §54953(b), this meeting will include the following two teleconference locations:

- *Vice Mayor Hu will be attending the Regular Meeting via teleconference from Sonesta Bee Cave Austin Hill Country – Lobby, 12525 Bee Cave Parkway, Bee Cave, TX 78738*
- *Councilmember Qaadri will be attending the Regular Meeting via teleconference from Aloft Seaport District Hotel – Business Center, 401-403 D Street, Boston, MA 02210.*

The public shall have the opportunity to address the City Council at this teleconference location pursuant to Government Code Section §54954.3. All votes during the teleconference session will be conducted by roll call vote. The teleconference location is accessible to the public and the agenda will be posted at the teleconference location 72 hours before the meeting.

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>

For the convenience of the City and as a courtesy to the public, members of the public who wish to offer comments 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, February 6, 2024. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation 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.
- Technical difficulties may occur that make the option unavailable, and, in such event, the meeting will continue despite the inability to provide the option.

CLOSED SESSION 6:30 PM

I. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of Case: City of Dublin v. Brad Benson Motorsports Corporation,
Alameda County Superior Court Case No. 23CV045872

II. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9: 1 case

REGULAR MEETING 7:00 PM

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Recognition of Outgoing Alameda County Undersheriff Richard T. Lucia

The City Council will present a commendation to outgoing Alameda County Undersheriff Richard T. Lucia, in appreciation of his dedicated service to the County of Alameda and City of Dublin.

STAFF RECOMMENDATION:

Present the Commendation.

[Staff Report](#)

[Attachment 1 - Commendation in Recognition of Alameda County Undersheriff Richard T. Lucia](#)

3.2 Employee Introductions

New City of Dublin Staff members, Ken Aiello and Luis Rodriguez, Code Enforcement Officers with the Community Development Department, and Julius Pickney, Management Analyst II with the Public Works Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff members.

[Staff Report](#)

3.3 Introduction of Dublin Police Services Captain Miguel Campos

Dublin Police Services Captain Miguel Campos will be introduced to the City Council.

STAFF RECOMMENDATION:

Welcome Dublin Police Services Captain Miguel Campos.

[Staff Report](#)

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).

5. 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.

5.1 Approval of the January 9, 2024 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the January 9, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the January 9, 2024 Regular City Council Meeting.

[Staff Report](#)

[Attachment 1 - January 9, 2024 Minutes Regular City Council Meeting Minutes](#)

5.2 Agreement with HireUAVPro.Com, LLC for Drone Light Show Services at the St. Patrick's Day Festival

The City Council will consider an agreement with HireUAVPro.Com, LLC for drone light show services to mark the 40th anniversary of the City's St. Patrick's Day Festival in March 2024. This would be the second drone show provided by this vendor in Fiscal Year 2023-24, after the show capping the Splatter 2023 festival.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement for Drone Light Show Services with HireUAVPro.Com, LLC.

[Staff Report](#)

[Attachment 1 - Resolution Approving an Agreement for Drone Light Show Services with HireUAVPro.Com, LLC](#)

5.3 Amendments to the Commercial Façade Improvement Grant Program

The City Council will consider non-substantive amendments to the Commercial Façade Improvement Grant Program Guidelines to clarify that the installation of non-affixed structures (such as signage) is an eligible use of grant funds and that the program budget should adhere to the limits set during the annual budget process.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending the Commercial Façade Improvement Grant Program Guidelines.

[Staff Report](#)

[Attachment 1 - Resolution Amending the Commercial Façade Improvement Grant Program Guidelines](#)

[Attachment 2 - Exhibit A to the Resolution - Commercial Façade Improvement Grant Program Guidelines](#)

[Attachment 3 - Commercial Façade Improvement Grant Program Guidelines \(Redline Version\)](#)

5.4 Declaration of Weeds and Combustible Debris Abatement

The City Council will consider declaring that there is a public nuisance created by weeds and combustible debris growing and accumulating upon the streets, sidewalks, and property with the City of Dublin.

STAFF RECOMMENDATION:

Adopt the **Resolution** Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof; direct staff to notify the public of the adoption of this Resolution; and schedule a public hearing for the April 2, 2024 City Council meeting at which time the City Council will hear and consider objections to this abatement order.

[Staff Report](#)

[Attachment 1 - Resolution Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof](#)

5.5 Amendment to the Agreement with Special Events for Equipment Rentals for City-Produced Events

The City Council will consider approving an amendment to the agreement with Special Events for tents, stages, and other event furniture rentals for City-produced events.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Amendment #1 to the Agreement with Special Events for Tents, Stages, and Other Event Furniture Rentals for City-Produced Events During Fiscal Years 2022-24.

[Staff Report](#)

[Attachment 1 - Resolution Approving Amendment #1 to the Agreement with Special Events for Tents, Stages, and Other Event Furniture Rentals for City-Produced Events During Fiscal Years 2022-24](#)

[Attachment 2 - Exhibit A to the Resolution - Amendment #1 to Contracting Services Agreement with Special Events](#)

5.6 City Council Participation in the 2024 St. Patrick's Day Parade

The City Council will consider participating in the 2024 St. Patrick's Day Parade by walking as a group.

STAFF RECOMMENDATION:

Approve the City Council walking in the parade or provide other direction.

[Staff Report](#)

5.7 New Capital Improvement Program Project – Irrigation System Upgrades, Approval of Grant Agreement with Zone 7, and Authorization to Purchase Equipment

The City Council will consider creating a new Capital Improvement Program project, Irrigation System Upgrades, to improve overall irrigation efficiency in parks, at city facilities, and in street landscaped areas. As part of this action, the City Council will consider approving a grant agreement with Zone 7, authorizing the purchase of irrigation equipment, and approving a budget change.

STAFF RECOMMENDATION:

Take the following actions: 1) Create a new Capital Improvement Program (CIP) Project, Irrigation System Upgrades (CIP No. GI0224); 2) Adopt the **Resolution** Approving the 2022 Urban Community Drought Relief Local Project Sponsor Agreement with Alameda County Flood Control and Water Conservation District, Zone 7; 3) Adopt the **Resolution** Authorizing Purchase of Irrigation Controllers from SiteOne Landscape Supply, LLC; and 4) Approve the budget change.

[Staff Report](#)

[Attachment 1 - Resolution Approving the Urban Community Drought Relief Local Project Sponsor Agreement with Alameda County Flood Control and Water Conservation District, Zone 7](#)

[Attachment 2 - Exhibit A to the Resolution - Local Project Sponsor Agreement](#)

[Attachment 3 - Resolution Authorizing the Purchase of Irrigation Controllers from SiteOne Landscape Supply, LLC](#)

[Attachment 4 - Exhibit A to the Resolution - Sourcewell Contract with The Toro Company 031121-TTC](#)

[Attachment 5 - CIP No. GI0224 Irrigation System Upgrades](#)

[Attachment 6 - Budget Change Form for the Irrigation System Upgrades, CIP No. GI0224](#)

5.8 Amendments to Consolidated Impact Fee Administrative Guidelines

The City Council will consider amendments to the City's Consolidated Impact Fee Administrative Guidelines. The Guidelines are used in the administration of impact fees and include a section on the issuance of trip credit associated with unoccupied space that has been vacant for three years or less. Staff is proposing to remove this section, along with other non-substantive changes.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending the Consolidated Impact Fee Administrative Guidelines.

[Staff Report](#)

[Attachment 1 - Resolution Amending the Consolidated Impact Fee Administrative Guidelines](#)

[Attachment 2 - Exhibit A to the Resolution - City of Dublin Consolidated Impact Fee Administrative Guidelines](#)

[Attachment 3 - City of Dublin Consolidated Impact Fee Administrative Guidelines \(Redline Version\)](#)

5.9 Small Business Assistance Grant Program Agreement with International Brotherhood of Electrical Workers Local Union 595

The City Council will consider approving a Small Business Assistance Grant Program Agreement with International Brotherhood of Electrical Workers Local Union 595 for their property on Village Parkway. The business has requested participation in the program to assist with improvements to the site's accessibility, trash enclosures, and building energy efficiency.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Small Business Assistance Grant Program Agreement with the International Brotherhood of Electrical Workers Local Union 595.

[Staff Report](#)

[Attachment 1 - Resolution Approving a Small Business Assistance Grant Program Agreement with the International Brotherhood of Electrical Workers Local Union 595](#)

[Attachment 2 - Exhibit A to the Resolution - Small Business Assistance Grant Program Agreement](#)

6. PUBLIC HEARING – None.

7. UNFINISHED BUSINESS – None.

8. NEW BUSINESS

8.1 2024 Draft City of Dublin Legislative Platform

The City Council will receive a report on the draft 2024 Legislative Platform, which guides the City's response to potential and pending legislation, policies, programs, ballot measures, mandates, and budgets at all levels of government, and will provide direction to City Staff.

STAFF RECOMMENDATION:

Receive the report and provide direction.

[Staff Report](#)

[Attachment 1 - Draft 2024 Legislative Platform \(Redlined\)](#)

[Item 8.1 - PowerPoint Presentation](#)

9. CITY MANAGER AND CITY COUNCIL REPORTS

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.



STAFF REPORT CITY COUNCIL

Agenda Item 3.1

DATE: February 6, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Recognition of Outgoing Alameda County Undersheriff Richard T. Lucia
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will present a commendation to outgoing Alameda County Undersheriff Richard T. Lucia, in appreciation of his dedicated service to the County of Alameda and City of Dublin.

STAFF RECOMMENDATION:

Present the Commendation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Alameda County Undersheriff Richard T. Lucia started his career in law enforcement in 1969. His service with Alameda County Sheriff's Office (ACSO) began in 1995, and he was promoted to Undersheriff by Sheriff Charles C. Plummer in 2006.

Undersheriff Lucia was actively involved in the development and implementation of programs that have been beneficial to the residents of Alameda County, including the Youth and Family Services Bureau, "Avoid the 21" D.U.I. campaigns, and Social Services Police Services. He also helped establish the Tri-Valley substation through the support of Supervisor Haggerty, the County Administrator, and Citizens' Option for Public Safety (COPS) grants.

Undersheriff Lucia founded ACSO's motorcycle unit through grants and by resolving California Highway Patrol (CHP) issues with Sheriff Plummer, which resulted in the opening of the CHP's Castro Valley office. He was also a founding member of the Urban Area Security Initiative (UASI) and BayRics multi-county data interoperability, pioneering the radio interoperability (EBRCSA) system for 40 agencies in the Counties of Alameda and Contra Costa.

The City of Dublin recognizes and commends Undersheriff Lucia for the quality services he provided throughout his career to help keep the community safe for everyone.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Commendation in Recognition of Alameda County Undersheriff Richard T. Lucia

*A COMMENDATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA*

Alameda County Undersheriff Richard T. Lucia

WHEREAS, Undersheriff Richard T. Lucia began working in law enforcement in 1969, started his career with the Alameda County Sheriff's Office in 1995, and was promoted to Undersheriff by Sheriff Charles C. Plummer in 2006; and

WHEREAS, Undersheriff Lucia increased sworn staff by 200 and professional staff by 125, facilitated a retirement plan for sworn staff through MOU negotiations, and authored the Senate bill which authorized the benefit through ACERA; and

WHEREAS, Undersheriff Lucia has been actively involved in the development and implementation of programs that have been beneficial to the residents of Alameda County, including the Youth and Family Services Bureau, "Avoid the 21" D.U.I. campaigns, and Social Services Police Services, and he was essential in the creation and funding of the Tr-Valley substation through working with Supervisor Haggerty, the County Administrator, and the Citizens' Option for Public Safety Program; and

WHEREAS, Undersheriff Lucia established the motorcycle unit through grants and by resolving California Highway Patrol (CHP) issues with Sheriff Plummer, resulting in the CHP's Castro Valley office. Undersheriff Lucia also created the existing Beat and Sector system, which increased staffing and implemented 12-hour shifts at Eden Township Station; and

WHEREAS, Undersheriff Lucia negotiated with the Port of Oakland and Oakland Police Department to create Airport Police Services; and

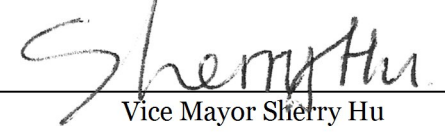
WHEREAS, Undersheriff Lucia was a founding member of the Urban Area Security Initiative (UASI) and the BayRics multi-county data interoperability, pioneering the system, which became the multiple countywide radio interoperability (EBRCSA) system; and

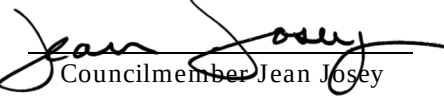
WHEREAS, the City of Dublin applauds Undersheriff Lucia's impactful work, providing quality services to keep the communities of Alameda County, and particularly the City of Dublin, safe.

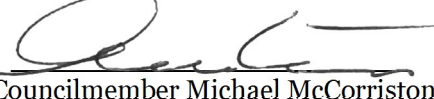
NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby commend Undersheriff Richard T. Lucia on this 6th day of February 2024, for more than 50 years in law enforcement and 29 years of service in Dublin with the Alameda County Sheriff's Department.

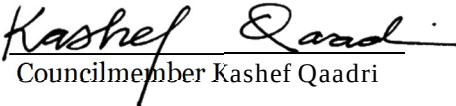
DATED: February 6, 2024


Mayor Melissa Hernandez


Vice Mayor Sherry Hu


Councilmember Jean Josey


Councilmember Michael McCorriston


Councilmember Kashef Qaadri



STAFF REPORT CITY COUNCIL

DATE: February 6, 2024

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, Ken Aiello and Luis Rodriguez, Code Enforcement Officers with the Community Development Department, and Julius Pickney, Management Analyst II with the Public Works Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff members.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin Staff members, Ken Aiello and Luis Rodriguez, Code Enforcement Officers with the Community Development Department, and Julius Pickney, Management Analyst II with the Public Works Department, will be introduced.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT CITY COUNCIL

Agenda Item 3.3

DATE: February 6, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Introduction of Dublin Police Services Captain Miguel Campos
Prepared by: Nate Schmidt, Chief of Police

EXECUTIVE SUMMARY:

Dublin Police Services Captain Miguel Campos will be introduced to the City Council.

STAFF RECOMMENDATION:

Welcome Dublin Police Services Captain Miguel Campos.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Captain Miguel Campos, who began working for Dublin Police Services on January 22, 2024, will be introduced to the City Council. Captain Campos comes to us with more than 18 years of experience with the Alameda County Sheriff's Office, including six years with Dublin as a Patrol Officer and Detective.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT CITY COUNCIL

Agenda Item 5.1

DATE: February 6, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of January 9, 2024 Regular City Council Meeting Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the January 9, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the January 9, 2024 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the January 9, 2024 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) January 9, 2024 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: January 9, 2024

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

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, January 9, 2024, in the City Council Chamber. The meeting was called to order at 7:00 PM, by Mayor Hernandez.

1) CALL TO ORDER

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

2) PLEDGE OF ALLEGIANCE

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Recognition of Centenarian Zainul Abedin Syed

The City Council presented a certificate to Centenarian Zainul Abedin Syed.

3.2) 2023 Sponsor Recognition

The City Council recognized sponsors who contributed to City events, programs, and facilities in 2023.

3.3) Recognition of the 2023 "Deck the Homes" Holiday Home Decorating Contest Winners

The City Council presented Certificates of Recognition to the 2023 "Deck the Homes" Holiday Home Decorating Contest winners.

4) PUBLIC COMMENT

No public comment.

5) CONSENT CALENDAR

- 5.1) Approved the December 19, 2023, Regular City Council Meeting Minutes.
- 5.2) Accepted the Official List of Proclamations and approved the Annual Proclamation.
- 5.3) Confirmed the Mayor's appointments of Darren Phillips to the Heritage and Cultural Arts Commission for the remainder of a term ending December 2026 and Eric Nielsen as an alternate on the Parks and Community Services Commission for the remainder of a term ending December 2024.
- 5.4) Adopted Resolution No. 01-24 titled, "Approving in its Entirety Volume I and the Relevant Portions of Volume II Including the Introduction, City of Dublin Annex, and Appendices of the Tri-Valley Hazard Mitigation Plan."
- 5.5) Approved the Heritage and Cultural Arts Commission's recommendations for the 2024 Storm Drain Art Program.
- 5.6) Adopted Resolution No. 02-24 titled, "Approving Change Order No. 2 to the Amended and Restated Energy Services Contract for Operations and Maintenance with Engie Services U.S. Inc.," and approved the budget change.

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

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

6) PUBLIC HEARING

- 6.1) Amendment to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68), Adopting a Methodology for Determining Affordable Housing In-Lieu Fees and Adopting Non-Residential Development Affordable Housing Impact Fees (PLPA-2023-00032)

The City Council received a presentation on the Inclusionary Zoning Regulations (Dublin Municipal Code Chapter 8.68), Affordable Housing In-Lieu Fee, and Non-Residential Development Affordable Housing Impact Fee (aka "Commercial Linkage Fee") updates.

Mayor Hernandez opened the Public Hearing.

Tom Evans provided public comment.

Mayor Hernandez closed the Public Hearing.

The City Council continued the public hearing to a date uncertain.

6.2) Downtown Dublin Specific Plan Amendments – Parking Requirements
(PLPA-2023-00019)

The City Council received a presentation regarding proposed amendments to the Downtown Dublin Specific Plan to eliminate parking requirements in the Downtown.

Mayor Hernandez opened the Public Hearing.

Tom Evans provided public comment.

Mayor Hernandez closed the Public Hearing.

On a motion by Councilmember Josey, seconded by Councilmember McCorriston, and by 4-to-1 vote, the City Council adopted resolution No. 03-24 titled, “Amending the Downtown Dublin Specific Plan to Eliminate Parking Requirements in the Retail District, Transit-Oriented District, and Village Parkway District PLPA-2023-00019.”

RESULT:	ADOPTED [4-to-1 VOTE]
MOVED BY:	Jean Josey, Councilmember
SECOND:	Michael McCorriston, Councilmember
AYES:	Hernandez, McCorriston, Josey, Qaadri
NOES:	Hu

Mayor Hernandez called for a break at 9:02 PM.

Mayor Hernandez reconvened the meeting at 9:12 PM.

7) UNFINISHED BUSINESS

7.1) Climate Action Plan 2030 and Beyond Implementation Status Report

The City Council received a presentation on the implementation status of Climate Action Plan 2030 and Beyond and associated greenhouse gas emissions reductions achieved through calendar year 2022.

8) NEW BUSINESS

8.1) 2022-2027 Capital Improvement Program – Project Status Report

The City Council received a presentation on the status of current Capital Improvement Program projects.

By consensus, the City Council directed Staff to add a marquee sign at Emerald Glen Park to the Marquee Signs CIP project.

8.2) Disaster Preparedness Activities Update

The City Council received a presentation on the City's current and planned emergency management and disaster preparedness activities including preparation of the Tri-Valley Hazard Mitigation Plan.

9) CITY MANAGER AND CITY COUNCIL REPORTS

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

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 10:25 PM.

Mayor

ATTEST:

City Clerk



STAFF REPORT CITY COUNCIL

DATE: February 6, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, Assistant City Manager

SUBJECT: Agreement with HireUAVPro.Com, LLC for Drone Light Show Services at the St. Patrick's Day Festival
Prepared by: Shaun Chilkotowsky, Parks & Community Services Manager

EXECUTIVE SUMMARY:

The City Council will consider an agreement with HireUAVPro.Com, LLC for drone light show services to mark the 40th anniversary of the City's St. Patrick's Day Festival in March 2024. This would be the second drone show provided by this vendor in Fiscal Year 2023-24, after the show capping the Splatter 2023 festival.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement for Drone Light Show Services with HireUAVPro.Com, LLC.

FINANCIAL IMPACT:

The Fiscal Year 2023-24 Budget included \$45,000 for drone show services. One drone show, provided by HireUAVPro.Com, LLC, was incorporated into the 2023 Splatter Festival at a cost of \$27,500. In celebration of the 40th year of the St. Patrick's Day Festival in 2024, a second drone show with the same vendor is being planned, pushing the total compensation to HireUAVPro.Com to \$55,000, which is \$10,000 over the City Manager's \$45,000 approval threshold. This difference can be absorbed in the Fiscal Year 2023-24 Budget.

DESCRIPTION:

Background

Drone light shows are illuminated, synchronized, and choreographed groups of drones arranged into various aerial formations and patterns in the sky. Drone light shows are an alternative to traditional fireworks, offering significantly less risk of fire, property damage, or injury and reducing environmental impacts. Beginning in 2021, the City has incorporated a drone show into the Splatter Festival at the end of summer.

2024 St. Patrick's Day Festival

An evening drone light show is being planned to celebrate the 40th anniversary of the St. Patrick's

Day Festival. On Saturday, March 16, 2024, the festival will have extended hours of entertainment, the food court, and the carnival. Typically ending at 5:00 pm, the event will instead run until 8:00 pm and culminate with a St.-Pat’s-themed drone light show. The festival will return to regular hours, 10:00 am - 5:00 pm, on Sunday.

Procurement

In spring 2023, Staff solicited bids from drone light show providers to ensure fair and competitive pricing. The following five bids were received for a 200-drone light show:

Table 1: Drone Light Show Pricing

Vendor	Cost Per 200-Drone Light Show
Sky Element Drones	\$35,000
Pixis Drone Shows	\$34,000
Open Sky Drone Light Shows	\$32,500
Drone Studios	\$30,000
HireUAVPro.Com, LLC	\$27,500

Staff recommends selecting HireUAVPro.Com’s proposal based on their low bid and successful track record operating drone light shows for the City. While the cost of drones at the St. Patrick’s Day Festival is within the City Manager’s signing authority, the total spent with HireUAVPro.Com will exceed \$45,000 in the fiscal year, as they provided the drone show at Splatter 2023. Accordingly, the contract requires City Council approval.

Staff plans to request bids again in May for a drone show at Splatter 2024. Since first incorporating a drone show into the Splatter 2021 event, technology enhancements as well as the addition of more vendors providing drone light show services, have resulted in reduced pricing. Staff anticipates this cost will continue to decrease while eventually flattening out.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving an Agreement for Drone Light Show Services with HireUAVPro.Com, LLC
- 2) Exhibit A to the Resolution - Agreement for Drone Light Show Services with HireUAVPro.Com, LLC

RESOLUTION NO. xx – 24

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

**APPROVING AN AGREEMENT FOR DRONE LIGHT SHOW SERVICES WITH
HIREUAVPRO.COM, LLC**

WHEREAS, the City has incorporated drone light shows into the annual Splatter festival since 2021; and

WHEREAS, in celebration of the 40th anniversary of the St. Patrick's Day festival in March 2024, Staff desires to incorporate a drone light show into the event; and

WHEREAS, in the Fiscal Year 2023-24 Adopted Budget, funding was included for drone light show services; and

WHEREAS, in spring 2023, bids were solicited for drone light show services with five bids received; and

WHEREAS, HireUAVPro.Com, LLC's bid of \$27,500 was the lowest bid received and HireUAVPro.Com LLC has demonstrated the ability to successfully provide drone light shows for the City; and

WHEREAS, the City's Municipal Code requires City Council approval of, and a competitive bidding process conducted for, purchases greater than \$45,000; and

WHEREAS, HireUAVPro.Com, LLC provided a drone light show at the City's Splatter 2023 festival, at a cost of \$27,500; therefore with approval of this agreement, the total spent on this vendor would be \$55,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreement between the City of Dublin and HireUAVPro.Com, LLC, attached hereto as **Exhibit A** to this Resolution.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the Agreement between the City of Dublin and HireUAVPro.Com, LLC, attached hereto as **Exhibit A**, and make any necessary non-substantive changes to carry out the intent of this Resolution.

{Signatures on the Following Page}

PASSED, APPROVED AND ADOPTED this 6th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
HIREUAVPRO.COM, LLC**

THIS AGREEMENT for Drone Show services is made by and between the City of Dublin ("City") and HireUAVPro.Com, LLC ("Contractor") (together sometimes referred to as the "Parties") as of February 6, 2024 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 **Intentionally Deleted.**
- 1.6 **Intentionally Deleted.**

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$27,500, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this

Agreement and Contractor's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Intentionally Deleted.

2.2 Intentionally Deleted.

2.3 Intentionally Deleted.

2.4 Total Payment. City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Intentionally Deleted.

2.6 Intentionally Deleted.

2.7 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 Intentionally Deleted.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

3.1 Safety Requirements. In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions.

CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

4.3.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.3.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.3.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.3.4 Wasting Policies. No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.3.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City.

4.3.6 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Contractor’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor’s obligation to defend and indemnify shall not be excused because of the Contractor’s inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until

disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

- 7.2 Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

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

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.6.3** Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 8.6.4** Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that

Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

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

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

10.7 Solicitation. Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 Contract Administration. This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.9 Notices. Any written notice to Contractor shall be sent to:

Graham Hill
HireUAVPro.Com, LLC
621 Kalamath Street
Denver, CO 80204

Any written notice to City shall be sent to:

City of Dublin
Attn: Parks & Community Services Director
100 Civic Plaza
Dublin, CA 94568

- 10.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule

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

- 10.12 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

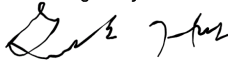
SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

HIREUAVPRO

Colleen Tribby, Assistant City Manager

DocuSigned by:

51ACGGA4356B47E...

Graham Hill

Attest:

Marsha Moore, City Clerk

Contractor's DIR Registration Number
(if applicable)

Approved as to Form:

City Attorney

3070365.1

EXHIBIT A
SCOPE OF SERVICES

1. Description of Services & Contractor Responsibilities:

- a. Subject to the terms of this Agreement Contractor will provide the following services:
 - (i) Date of Drone Show: Saturday, March 16, 2024
 - (ii) Drone Show with pre-approved show theme/design; minimum 200 drones
 - (iii) Duration of Show: 10-12 minutes
- b. The Company will be responsible for providing the Special Flight Operations Certificate from the FAA and any other necessary flight authorizations, if required (the "**Company Permits**"). All permits licenses and authorizations other than the Company Permits will be the sole responsibility of the Client.

2. City Responsibilities:

- a. The City shall be responsible to provide the following:
 - (i) permission in writing to use the property, in such form as the Contractor may require, in order to obtain the Company Permits and for event coordination, which must be provided at least fifteen (15) days prior to the scheduled event date;
 - (ii) an appropriate site for the Services to be performed. Approval and confirmation of the Latitude and Longitude for the event site must be confirmed by the Client in writing upon signing this Agreement, as the site location and characteristics may influence the design and performance of the Services;
 - (iii) all necessary security services; and
 - (iv) all permits, licenses and authorizations necessary for the event and Services except for the Company Permits.

3. Additional Provisions

- a. The City will approve all renderings at least two weeks prior to show date, at which approval is final and binding and the Contractor will perform the show as presented.
- b. The City accepts that drone count is based on artwork provided, and is not an indicator of the exact drones used in flight. Drone design is calculated by algorithm and upholds safety in design with respect to drone proximity. Drone performances may vary by up to 10% in drone count from the "minimum" drone count.
- c. The City accepts GPS/RTK positioning can be affected by a number of environmental factors

out of Contractors control, including but not limited to: wind, wind gusts, heat, cold, altitude, solar flare activity, interference, obstructions by building, landscape, trees.

- d. The City accepts that Contractor command area of the drone show is off-limits to all personnel other than the pilot and co-pilot, and access will not be granted under any circumstance.
- e. The City accepts that musical accompaniment played or operated by the City may not be to the exact time basis as Contractors drone show. The City accepts that if music is to be played, that any lags, off-timings, or missed cues are the sole responsibility of the City.
- f. The City accepts that any footage OTHER THAN a single drone perspective of the drone show (only where available based on airspace restriction) is not made available to the City in any form other than Contractor's marketing video.

EXHIBIT B
COMPENSATION SCHEDULE

Description	Cost
10–12 minute Drone Show with pre-approved theme/design and 200 drones.	\$27,500



STAFF REPORT CITY COUNCIL

Agenda Item 5.3

DATE: February 6, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendments to the Commercial Façade Improvement Grant Program
Prepared by: Felicia Escover, Special Projects Manager

EXECUTIVE SUMMARY:

The City Council will consider non-substantive amendments to the Commercial Façade Improvement Grant Program Guidelines to clarify that the installation of non-affixed structures (such as signage) is an eligible use of grant funds and that the program budget should adhere to the limits set during the annual budget process.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending the Commercial Façade Improvement Grant Program Guidelines.

FINANCIAL IMPACT:

None.

DESCRIPTION:

In December 2011, the City Council adopted the Commercial Façade Improvement Grant Program as an incentive offered to Dublin businesses and property owners. Through the Program, the City seeks to improve the physical appearance of Downtown Dublin and a portion of Dublin Boulevard. These geographic areas were selected since they consist of a large, highly visible portion of the older building inventory in Dublin. This Program is designed to encourage the retention and attraction of businesses, as well as increase property values, tenant stability, and lease rates for the property.

The Program permits commercial property owners or tenant exceeds long-term leases to apply for either: 1) a mini-grant for reimbursement of up to \$5,000; or 2) a matching grant, which would provide reimbursement for two-thirds (66%) of eligible project costs, up to a maximum determined by the Fiscal Year budget cycle annually with a requirement that the total cost of the improvement work exceed \$5,000. Receipt of a matching grant requires the approved applicant to

contribute a minimum of one-third of the total cost of the façade improvement costs. Approved applicants are also eligible to receive 10 hours of free architectural design services.

In 2016, the Program underwent several amendments, including an increase in the provided architectural assistance from five hours to 10 hours. Since the last revision, City staff have identified non-substantive edits aimed at further clarifying the Program guidelines. These edits involve specifically stating the installation of non-affixed structures (such as signage) is an eligible use, aligning with the Program's original intent. The edits further clarify that the program budget should adhere to the limits set during the annual budget process, ensuring it does not exceed the maximum amount established within the Fiscal Year budget cycle, consistent with the program's original intention when it was created in 2011.

Economic Development Committee Consideration

On December 19, 2023, the City Council's Economic Development Committee reviewed and discussed the proposed changes and by consensus, recommended City Council approval of the revised guidelines. This recommendation falls under the Committee's purview to provide policy guidance and direction on economic development activities. The Economic Development Committee selects grant awardees on a first-come, first-served basis and makes a recommendation to the City Council for approval.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Amending the Commercial Façade Improvement Grant Program Guidelines
- 2) Exhibit A to the Resolution – Commercial Façade Improvement Grant Program Guidelines (Clean Version)
- 3) Commercial Façade Improvement Grant Program Guidelines (Redline Version)

RESOLUTION NO. XX – 24

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

**AMENDING THE COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM
GUIDELINES**

WHEREAS, the City Council has identified economic development as a priority in the City of Dublin's Strategic Plan; and

WHEREAS, on December 20, 2011, the Dublin City Council enacted Resolution 216-11 to establish the Commercial Façade Improvement Grant Program (Program) and subsequently revised the Program on June 21, 2016 through Resolution 103-16; and

WHEREAS, the Program extends an opportunity to commercial property owners or long-term lease tenants to seek reimbursement for specific improvements to commercial building facades within the Downtown Dublin Specific Plan area and the stretch of Dublin Boulevard between Village Parkway and Dougherty Road; and

WHEREAS, the Program also provides architectural design services to approved applicants for exterior commercial building façade improvements; and

WHEREAS, Staff desires to make non-substantive modifications to the Program guidelines, to clarify that the installation of non-affixed structures (such as signage) is an eligible use of grant funds and that the program budget should adhere to the limits set during the annual budget process, ensuring it does not exceed the maximum amount established within the fiscal year budget cycle.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin amends the Commercial Façade Improvement Grant Program Guidelines attached hereto as **Exhibit A**.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 6th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk



Commercial Façade Improvement Grant Program Guidelines

I. PROGRAM OVERVIEW

The Commercial Façade Improvement Grant Program (“Program”) is an endeavor of the City of Dublin to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Downtown Dublin Specific Plan Area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road.

The Program offers two types of façade improvement grants, as well as up to a maximum of ten hours of architectural fees or five hours of design assistance to help cover design costs. The Program runs concurrent to the City’s fiscal year schedule (July 1 – June 30). The Program features open enrollment; applications shall be considered on a first-come, first-served basis.

The long-term objective is to upgrade the Downtown Dublin Specific Plan Area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road by improving the physical appearance of the area, encouraging the retention of existing businesses, increasing property values, tenant stability, and lease rates for the property. The program also seeks to fund improvements that create outdoor dining or gathering spaces to promote activity in the downtown.

II. PROGRAM COMPONENTS

A. Architectural Design or Design Assistance

The City will provide architectural design services to approved applicants, up to a maximum of ten hours, for exterior commercial building façade improvements. The City will also reimburse applicants for the services of a professional designer (for paint/signage/awnings selection) for up to five hours.

B. Façade Improvement Grants

- i. Mini-Grant – This grant provides for reimbursement of up to Five Thousand dollars (\$5,000) for commercial building façade improvements with no match requirement. Projects must be completed within 12 months of grant approval or Building Permit issuance.
- ii. Matching Grant – This grant provides a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum determined by the Fiscal Year budget cycle annually. The total cost of the improvement work must be more than Five Thousand dollars (\$5,000). Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs. Projects must be completed within 18 months of Building Permit issuance.



Grant proceeds are to be used for labor and materials directly related to the façade construction. Tools may not be purchased with grant funds, but tool rental is allowable. Program funds are to be used for exterior building improvements rather than simple routine maintenance.

All improvements completed through the Façade Improvement Program are “public work” as that term is used in Section 1720 of the California Labor Code. In accordance with Labor Code section 1720 et seq., prevailing wages shall be paid for all façade improvements. Use of volunteer labor is not allowed. All estimates and payments for construction and installation of façade improvements shall include prevailing wages, and shall otherwise comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6 and 1813 of the California Labor Code and all other applicable laws and regulations with respect to prevailing wages. Participants in the program are responsible for ensuring that the improvements are in compliance with the Prevailing Wage Law.

Disbursement of grant proceeds to approved applicants will be in a reimbursement payment issued after City deems the project complete, and upon the submission of invoices and proof of payment and subject to approval of those invoices and proofs of payment by City staff. Construction shall be completed within 120 days after the City issued Notice to Proceed. If the project extends beyond the scheduled completion date, prior staff approval is required.

This program is primarily geared toward commercial property owners. However, business owners who have long-term leases (five or more years) wishing to participate in the Façade Improvement Program may also apply. Applications for business owners will be reviewed on a case-by-case basis.

C. Fee Exemption

Applicants for this program are exempt from planning and building permit fees by the City Manager, who is authorized to waive City fees associated with this program. This fee exemption does not apply to fees mandated by the State of California including, but not limited to, the Strong Motion Instrument program fee and the California Green Building fees.

III. ELIGIBILITY

A. Eligible Applicants/Areas

Owners or long term tenants* of commercially zoned property located within one of the following areas are eligible to apply for assistance:

1. Downtown Dublin Specific Plan area, or
2. Segment of Dublin Boulevard between Village Pkwy and Dougherty Rd.

**Tenants with long-term leases (five or more years remaining on the lease at the time a Program application is submitted) must have the property owner's written consent before any*



improvements are made. In addition, the grant application must be signed by the property owner. Properties are eligible for grants once every 10 years.

B. Eligible Types of Improvements

All improvements shall conform to City Building Codes, Zoning Ordinance, and applicable Design Guidelines. Eligible improvements include, but are not limited to:

- Removal of old signs, awnings and other exterior clutter
- Exterior painting
- Repair or replacement of exterior siding (including the construction of new façade elements and architectural details)
- Installation of new entry doors that meet ADA accessibility requirements
- Installation of display windows
- Installation of new canvas awnings over windows and entries
- Installation of new signs
- Installation of new exterior lighting
- Installation of permanent landscaping
- Installation of a non-affixed structure, such as signage
- Exterior mandatory Title 24 upgrades
- Construction of outdoor dining or gathering spaces

Additional improvements that are deemed to be consistent with the intent of the program will be reviewed and approved/disapproved on a case-by-case basis by the Economic Development Director.

IV. Grant Process

- A. Submit an application for grant funds. Submit a completed application detailing all exterior improvements and an itemized estimate of the total project cost. Be as specific as possible. The project list may contain improvements beyond what would be funded by the grant. Projects that include conceptual architectural plans shall be considered favorably. All proposed façade projects/remodels must be approved by the Community Development Director prior to being accepted into the program.
- B. Informational Meeting. Applicants will meet with representatives from Planning & Building to review the entitlement process & building permit process and to answer any questions that the businesses may have.
- C. City Staff will review grant applications. Staff will review the application with the business owner, discuss the scope of work, determine a timeline and review the remaining process for the grant.
- D. Council Economic Development Committee will consider request and select grant awardees. Selection preference will be provided to projects which create new outdoor dining and activity spaces.



- E. Grant funds reserved. Upon approval of a grant application, including scope of work and timeline, an agreement will be signed between the applicant and City.
- F. Planning Approval. If planning approval is required, the applicant is responsible for submitting project plans prepared by a licensed architect through the Planning Division.
- G. Building Permit Approval. If a Building Permit is required, the applicant is responsible for submitting plans that meet all Code requirements through the Building Division.
- H. Complete Work. After receiving all required approvals and permits the applicant shall complete the improvements within twelve (12) months for Mini-Grants and eighteen (18) months for Matching Grants. The applicant shall be responsible for contacting City staff to request an extension if necessary. An extension is not guaranteed.
- I. Submit invoices, receipts, and proof of payment. The applicant shall save all documentation as required and submit within 30 days of project completion or Building permit final.

V. FUNDING

Funding for this Program is appropriated by the Dublin City Council as part of its annual budget process. There is no guarantee of the amount of funds that will be appropriated each year. Funds for the Program are available on a first come, first served basis. If funds are exhausted at the time of application submittal, staff will retain the application. If additional funds become available, staff will contact applicants in the order applications were received.

A. Grant Amounts

Eligible property owners or tenants who propose façade improvements can apply for one of two grants.

1. Mini-Grant
This grant provides reimbursement for commercial building façade improvements to approved applicants in the amount of up to Five Thousand Dollars (\$5,000), with no match requirement.
2. Matching Grant
This grant provides reimbursement to approved applicants for a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of Seventy Thousand Dollars (\$70,000). The total cost of the façade remodel must be more than Five Thousand dollars (\$5,000). Receipt of a Matching Grant requires the applicant to contribute one-third of the total cost of the façade remodel, and to document its expenditures.

The City of Dublin reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the Dublin City Council.



VI. IMPLEMENTATION WORK

All improvements shall conform to the City of Dublin Building Codes, Zoning Ordinance, and applicable Design Guidelines. Proposed façade remodels are required to comply with Chapter 8.104 of the Site Development Review Chapter of the Zoning Ordinance. Project improvements commenced prior to the City's issuance of a Notice to Proceed are not eligible for this Program.

City staff will be available to work with approved applicants to assist in the coordination of the project. City staff will carry out periodic inspections.

I, _____ have read and received a copy of these guidelines.
Printed Name

Date

Signature





Commercial Façade Improvement Grant Program Guidelines (Redlines)

I. PROGRAM OVERVIEW

The Commercial Façade Improvement Grant Program (“Program”) is an endeavor of the City of Dublin to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Downtown Dublin Specific Plan Area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road.

The Program offers two types of façade improvement grants, as well as up to a maximum of ten hours of architectural fees or five hours of design assistance to help cover design costs. The Program runs concurrent to the City’s fiscal year schedule (July 1 – June 30). The Program features open enrollment; applications shall be considered on a first-come, first-served basis.

The long-term objective is to upgrade the Downtown Dublin Specific Plan Area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road by improving the physical appearance of the area, encouraging the retention of existing businesses, increasing property values, tenant stability, and lease rates for the property. The program also seeks to fund improvements ~~which that~~ create outdoor dining or gathering spaces to promote activity in the downtown.

II. PROGRAM COMPONENTS

A. Architectural Design or Design Assistance

The City will provide architectural design services to approved applicants, up to a maximum of ten hours, for exterior commercial building façade improvements. The City will also reimburse applicants for the services of a professional designer (for paint/signage/awnings selection) for up to five hours.

B. Façade Improvement Grants

- i. Mini-Grant – This grant provides for reimbursement of up to Five Thousand dollars (\$5,000) for commercial building façade improvements with no match requirement. Projects must be completed within 12 months of grant approval or Building Permit issuance.
- ii. Matching Grant – This grant ~~will provides~~ a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum ~~determined by the Fiscal Year budget cycle annually of Seventy Thousand dollars (\$70,000)~~. The total cost of the improvement work must be more than Five Thousand dollars (\$5,000). Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs. Projects must be completed within 18 months of Building Permit issuance.



Grant proceeds are to be used for labor and materials directly related to the façade construction. Tools may not be purchased with grant funds, but tool rental is allowable. Program funds are to be used for exterior building improvements rather than simple routine maintenance.

All improvements completed through the Façade Improvement Program are “public work” as that term is used in Section 1720 of the California Labor Code. In accordance with Labor Code section 1720 et seq., prevailing wages shall be paid for all façade improvements. Use of volunteer labor is not allowed. All estimates and payments for construction and installation of façade improvements shall include prevailing wages, and shall otherwise comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6 and 1813 of the California Labor Code and all other applicable laws and regulations with respect to prevailing wages. Participants in the program are responsible for ensuring that the improvements are in compliance with the Prevailing Wage Law.

Disbursement of grant proceeds to approved applicants will be in a reimbursement payment issued after City deems the project complete, and upon the submission of invoices and proof of payment and subject to approval of those invoices and proofs of payment by City staff. Construction shall be completed within 120 days after the City issued Notice to Proceed. If the project extends beyond the scheduled completion date, prior staff approval is required.

This program is primarily geared toward commercial property owners. However, business owners who have long-term leases (five or more years) wishing to participate in the Façade Improvement Program may also apply. Applications for business owners will be reviewed on a case-by-case basis.

C. Fee Exemption

Applicants for this program are exempt from planning and building permit fees by the City Manager, who is authorized to waive City fees associated with this program. This fee exemption does not apply to fees mandated by the State of California including, but not limited to, the Strong Motion Instrument program fee and the California Green Building fees.

III. ELIGIBILITY

A. Eligible Applicants/Areas

Owners or long term tenants* of commercially zoned property located within one of the following areas are eligible to apply for assistance:

1. Downtown Dublin Specific Plan area, or
2. Segment of Dublin Boulevard between Village Pkwy and Dougherty Rd.

**Tenants with long-term leases (five or more years remaining on the lease at the time a Program application is submitted) must have the property owner's written consent before any*



improvements are made. In addition, the grant application must be signed by the property owner. Properties are eligible for grants once every 10 years.

B. Eligible Types of Improvements

All improvements shall conform to City Building Codes, Zoning Ordinance, and applicable Design Guidelines. Eligible improvements include, but are not limited to:

- Removal of old signs, awnings and other exterior clutter
- Exterior painting
- Repair or replacement of exterior siding (including the construction of new façade elements and architectural details)
- Installation of new entry doors that meet ADA accessibility requirements
- Installation of display windows
- Installation of new canvas awnings over windows and entries
- Installation of new signs
- Installation of new exterior lighting
- Installation of permanent landscaping
- Installation of a non-affixed structure, such as signage
- Exterior mandatory Title 24 upgrades
- Construction of outdoor dining or gathering spaces

Additional improvements that are deemed to be consistent with the intent of the program will be reviewed and approved/disapproved on a case-by-case basis by the Economic Development Director.

IV. **Grant Process**

- A. Submit an application for grant funds. Submit a completed application detailing all exterior improvements and an itemized estimate of the total project cost. Be as specific as possible. The project list may contain improvements beyond what would be funded by the grant. Projects that include conceptual architectural plans shall be considered favorably. All proposed façade projects/remodels must be approved by the Community Development Director prior to being accepted into the program.
- B. Informational Meeting. Applicants will meet with representatives from Planning & Building to review the entitlement process & building permit process and to answer any questions that the businesses may have.
- C. City Staff will review grant applications. Staff will review the application with the business owner, discuss the scope of work, determine a timeline and review the remaining process for the grant.
- D. Council Economic Development Committee will consider request and select grant awardees. Selection preference will be provided to projects which create new outdoor dining and activity spaces.



- E. Grant funds reserved. Upon approval of a grant application, including scope of work and timeline, an agreement will be signed between the applicant and City.
- F. Planning Approval. If planning approval is required, the applicant is responsible for submitting project plans prepared by a licensed architect through the Planning Division.
- G. Building Permit Approval. If a Building Permit is required, the applicant is responsible for submitting plans that meet all Code requirements through the Building Division.
- H. Complete Work. After receiving all required approvals and permits the applicant shall complete the improvements within twelve (12) months for Mini-Grants and eighteen (18) months for Matching Grants. The applicant shall be responsible for contacting City staff to request an extension if necessary. An extension is not guaranteed.
- I. Submit invoices, receipts, and proof of payment. The applicant shall save all documentation as required and submit within 30 days of project completion or Building permit final.

V. FUNDING

Funding for this Program is appropriated by the Dublin City Council as part of its annual budget process. There is no guarantee of the amount of funds that will be appropriated each year. Funds for the Program are available on a first come, first served basis. If funds are exhausted at the time of application submittal, staff will retain the application. If additional funds become available, staff will contact applicants in the order applications were received.

A. Grant Amounts

Eligible property owners or tenants who propose façade improvements can apply for one of two grants.

1. Mini-Grant
This grant provides reimbursement for commercial building façade improvements to approved applicants in the amount of up to Five Thousand Dollars (\$5,000), with no match requirement.
2. Matching Grant
This grant provides reimbursement to approved applicants for a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of Seventy Thousand Dollars (\$70,000). The total cost of the façade remodel must be more than Five Thousand dollars (\$5,000). Receipt of a Matching Grant requires the applicant to contribute one-third of the total cost of the façade remodel, and to document its expenditures.

The City of Dublin reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the Dublin City Council.



VI. IMPLEMENTATION WORK

All improvements shall conform to the City of Dublin Building Codes, Zoning Ordinance, and applicable Design Guidelines. Proposed façade remodels are required to comply with Chapter 8.104 of the Site Development Review Chapter of the Zoning Ordinance. Project improvements commenced prior to the City's issuance of a Notice to Proceed are not eligible for this Program.

City staff will be available to work with approved applicants to assist in the coordination of the project. City staff will carry out periodic inspections.

I, _____ have read and received a copy of these guidelines.
Printed Name

Date

Signature



STAFF REPORT

CITY COUNCIL

DATE: February 6, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Declaration of Weeds and Combustible Debris Abatement
Prepared by: Bonnie Terra, Division Chief

EXECUTIVE SUMMARY:

The City Council will consider declaring that there is a public nuisance created by weeds and combustible debris growing and accumulating upon the streets, sidewalks, and property within the City of Dublin.

STAFF RECOMMENDATION:

Adopt the **Resolution** Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof; direct Staff to notify the public of the adoption of this Resolution; and schedule a public hearing for the April 2, 2024 City Council meeting at which time the City Council will hear and consider objections to this abatement order.

FINANCIAL IMPACT:

None.

DESCRIPTION:

In accordance with Dublin Municipal Code section 5.7.030, the City Council may declare that there is a public nuisance created by weeds and combustible debris growing or accumulating upon the streets, sidewalks, and property within the City of Dublin. With this declaration, the Fire Chief or his designee is required to notify property owners of the nuisance conditions and demand that the conditions be abated without delay. If the abatement is not completed, the City of Dublin shall, at the expense of the owner, have the weeds and refuse removed.

The proposed public hearing date will be April 2, 2024 with the intention of allowing for the abatement process to be completed prior to June 21, 2024. Starting the process at this time will allow for Staff to complete the process within the time frame while still abiding by the City's applicable ordinances.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof

RESOLUTION NO. XX – 24

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

**DECLARING WEEDS AND COMBUSTIBLE REFUSE A PUBLIC NUISANCE AND
ORDERING THE ABATEMENT THEREOF**

WHEREAS, Government Code Section 39502 et. seq. authorizes the legislative body of a city to adopt an Ordinance to provide for the abatement of weeds and combustible refuse; and

WHEREAS, the Alameda County Fire Department is under contract to provide services and exercise the powers common to the City of Dublin; and

WHEREAS, the City of Dublin did adopt Ordinance No. 13-97, adding Chapter 5.70 of the Dublin Municipal Code [Weeds and Refuse] providing for the abatement of weeds and refuse.

NOW, THEREFORE BE IT RESOLVED that:

1. Pursuant to section 5.70.030 of the Dublin Municipal Code, the Alameda County Fire Department and the City of Dublin hereby declare as public nuisances all weeds and refuse growing or accumulating upon the streets, sidewalks, and property as defined in section 5.70.030, in the City of Dublin.

2. The Fire Chief, or his designee, shall cause notice to be given to the public in the form and manner provided in sections 5.70.030 and 5.70.040 of the Dublin Municipal Code, notifying said public of the passage of this Resolution and further that on April 2, 2024, at 7:00 p.m., the City Council of the City of Dublin will conduct a public hearing to hear and consider objections to this abatement order.

PASSED, APPROVED AND ADOPTED this 6th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk



STAFF REPORT CITY COUNCIL

Agenda Item 5.5

DATE: February 6, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendment to the Agreement with Special Events for Equipment Rentals for City-Produced Events
Prepared by: Shaun Chilkotowsky, Heritage & Cultural Arts Manager

EXECUTIVE SUMMARY:

The City Council will consider approving an amendment to the agreement with Special Events for tents, stages, and other event furniture rentals for City-produced events.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Amendment #1 to the Agreement with Special Events for Tents, Stages, and Other Event Furniture Rentals for City-Produced Events During Fiscal Years 2022-24.

FINANCIAL IMPACT:

The original agreement with Special Events, covering Fiscal Years 2022-23 and 2023-24, had a compensation amount not to exceed \$124,738. Due to changes in the 2022 California Fire Code, as well as an additional unanticipated event during the contract period, cost increases resulted in the compensation cap being reached before the expiration of the agreement. The proposed amendment increases the compensation by \$50,000, and funding is available in the adopted Fiscal Year 2023-24 operating budget to cover the increase.

DESCRIPTION:

Background

The City of Dublin routinely rents equipment for outdoor events coordinated by the Parks and Community Services Department. This includes the Summer Concert Series, Splatter, St. Patrick's Day Festival, Holiday Tree Lighting, and park and facility dedications.

In June 2022, the City Council adopted a resolution approving an agreement with Special Events for tents, stage, and other event equipment. Special Events has provided similar equipment to the City for several years and has an excellent service history. The current agreement with Special

Events has a service term of July 1, 2022 through June 30, 2024.

Analysis

In early 2023, Staff became aware of changes in Section 3103.9.4 of the 2022 California Fire Code related to anchoring festival tents. Historically, large tents and canopies were anchored using barrels filled on site with water. Empty barrels were rented and easily transported to the site before being filled with water in final anchoring locations.

Per the 2022 California Fire Code, anchoring via water-filled vessels is no longer permitted. Anchoring is now done using concrete blocks and/or sand barrels. Rental costs of these items are significantly higher due to increased labor and transportation costs. While empty barrels were easily moved prior to being filled with water, transporting and setting concrete blocks and sand barrels requires heavy equipment, operators, and additional trucks to accommodate the weight. The cost for tent rentals and anchors for events in 2023 was approximately 30% higher than planned due to the change in regulations.

In addition to these rising costs, the City utilized the services of Special Events for one activity outside of its initial scope – the Ruby Affair. Due to the rise in costs and the additional event, an amendment increasing the compensation amount is necessary to proceed through the remainder of the service term. The proposed amendment does not change the term of the agreement, which is set to expire on June 30, 2024.

Next Steps

Every two years, Staff from the Parks and Community Services Department conduct a formal bid process to procure vendors that support City-produced events. This will be done again in spring 2024, with a subsequent agreement term beginning July 1, 2024. Ahead of the formal bid process, Staff will evaluate event needs and options to contain costs. This will include looking at opportunities to reduce equipment needs, modifications to equipment used, and ways to reduce labor and transportation costs.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving Amendment #1 to the Agreement with Special Events for Tents, Stages, and Other Event Furniture Rentals for City-Produced Events During Fiscal Years 2022-24
- 2) Exhibit A to the Resolution – Amendment #1 to Contracting Services Agreement with Special Events

RESOLUTION NO. XX – 24

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

**APPROVING AMENDMENT #1 TO THE AGREEMENT WITH SPECIAL EVENTS FOR
TENTS, STAGES, AND OTHER EVENT FURNITURE RENTALS FOR CITY-PRODUCED
EVENTS DURING FISCAL YEARS 2022-24**

WHEREAS, on July 1, 2022, the City of Dublin (hereinafter referred to as "City") and Special Events (hereinafter referred to as "Contractor") entered into a Contracting Services Agreement for special event tents, stages, and other furniture rental services (hereinafter referred to as the "Agreement"); and

WHEREAS, due to changes in the 2022 California Fire Code, anchoring of festival tents using water-barrels is no longer permitted; and

WHEREAS, anchoring tents using concrete blocks and sand barrels has significantly raised the cost resulting in the current agreement's not-to-exceed compensation amount being reached; and

WHEREAS, during the contract period, the City utilized Contractor for the Ruby Affair, an event not initially contemplated at the time of the contract execution; and

WHEREAS, the City and Contractor now wish to amend the Agreement to modify Section 2 of the Agreement in order to capture these expenses.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve Amendment #1 to the Agreement with Special Events Rentals attached hereto as **Exhibit A.**

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

{Signatures on the follow page}

PASSED, APPROVED AND ADOPTED this 6th day of February, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

AMENDMENT #1 TO CONTRACTING SERVICES AGREEMENT WITH SPECIAL EVENTS FOR TENTS, STAGES, AND OTHER EVENT FURNITURE RENTALS FOR CITY-PRODUCED EVENTS

WHEREAS, on July 1, 2022, the City of Dublin (hereinafter referred to as "CITY") and Special Events (hereinafter referred to as "Contractor") entered into a Contracting Services Agreement for special event tents, stages, and other furniture rental services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, due to changes in the 2022 California Fire Code, anchoring of festival tents using water-barrels is no longer permitted; and

WHEREAS, anchoring tents using concrete blocks and sand barrels has significantly raised the cost resulting in the current agreements not-to-exceed amount being reached; and

WHEREAS, during the contract period, the City utilized Contractor for the Ruby Affair, an event not initially contemplated at the time of the contract execution; and

WHEREAS, the CITY and Contractor now wish to amend the Agreement to modify Section 2 of the Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

- 1) Section 2 shall be rescinded in its entirety and replaced with the following:

COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$174,738 notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and

subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2) Exhibit B shall be modified to include the following:

TENTING		
Description	Location/Notes	COST
30 Gallon Sand Barrel	Tent Anchor	\$44 each
600lb Block	Tent Anchor	\$90 each
800lb Block	Tent Anchor	\$105 each
1 Ton Block	Tent Anchor	\$135 each
Ox Fee	Anchor Moving Equip	\$400 per event
Block Covers	White Covers for Concrete Blocks	\$10-\$30 each

- 3) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.
- 4) All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.
- 5) The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

SPECIAL EVENTS

By: _____
Linda Smith, City Manager

DocuSigned by:
By:  _____
8512060A9CB7485...
Archille Cuyle, Sales Director

Dated: _____

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



STAFF REPORT CITY COUNCIL

Agenda Item 5.6

DATE: February 6, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: City Council Participation in the 2024 St. Patrick's Day Parade
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider participating in the 2024 St. Patrick's Day Parade by walking as a group.

STAFF RECOMMENDATION:

Approve the City Council walking in the parade or provide other direction.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Each year, the City Council participates in the annual St. Patrick's Day Parade. The City Council has walked along the parade route, but it has also used a fire truck, cable car, or float in recent years. In 2023, the City Council decided to walk to engage and interact with spectators.

Staff is recommending the walking option again this year. If this option is selected, Staff will likely utilize a lead vehicle, either the historic Model A or other truck, that will carry the City Council banner.

To move forward with preparations for the parade, Staff is seeking City Council approval of this concept.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT CITY COUNCIL

DATE: February 6, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: New Capital Improvement Program Project – Irrigation System Upgrades, Approval of Grant Agreement with Zone 7, and Authorization to Purchase Equipment
Prepared by: Rosemary Alex, Parks and Facilities Development Coordinator

EXECUTIVE SUMMARY:

The City Council will consider creating a new Capital Improvement Program project, Irrigation System Upgrades, to improve overall irrigation efficiency in parks, at city facilities, and in street landscaped areas. As part of this action, the City Council will consider approving a grant agreement with Zone 7, authorizing the purchase of irrigation equipment, and approving a budget change.

STAFF RECOMMENDATION:

Take the following actions: 1) Create a new Capital Improvement Program (CIP) Project, Irrigation System Upgrades (CIP No. GI0224); 2) Adopt the **Resolution** Approving the 2022 Urban Community Drought Relief Local Project Sponsor Agreement with Alameda County Flood Control and Water Conservation District, Zone 7; 3) Adopt the **Resolution** Authorizing Purchase of Irrigation Controllers from SiteOne Landscape Supply, LLC; and 4) Approve the budget change.

FINANCIAL IMPACT:

The Irrigation System Upgrades project is estimated to cost \$1,840,000. Funding for the project includes a grant of \$1,380,000 from the State of California Department of Water Resources Urban Community Drought Relief Grant Program, which requires local matching funds of \$460,000. Staff proposes a budget change in that amount from the Non-Streets CIP Reserve, which has a current balance of \$3.2 million.

DESCRIPTION:

In December 2022, Alameda County Flood Control and Water Conservation District, Zone 7 submitted a grant proposal to the State of California Department of Water Resources (DWR) Urban Community Drought Relief Grant Program. Zone 7 coordinated with other agencies and the resulting grant proposal included several water conservation projects from Zone 7, Alameda County, and the cities of Livermore, Dublin, and Pleasanton. In June 2023, Zone 7 was notified by the DWR that four of the proposed projects were awarded grants, including \$1,380,000 for Dublin's Irrigation System Upgrades Project. Following negotiations, Zone 7 and the DWR executed the grant agreement in November 2023 (Attachment 2).

The Irrigation System Upgrades Project is anticipated to reduce City irrigation water use by eight percent (roughly \$50,000 per year in savings) and achieve operational efficiencies by completing the following improvements to the City's irrigation system:

- Communications – Upgrade the existing system to ensure adequate communication between the central irrigation system and irrigation controllers throughout all City-maintained landscapes.
- System Optimization – Provide advanced, site-specific irrigation scheduling based on each location's soil type, plant type, slope, sun, shade, etc., to improve overall water efficiency and landscape quality for 25 of the City's largest landscapes. The system will also be able to adapt to weather conditions (e.g., shut off in anticipation of rain).
- Operations – Provide operational and training support for Staff and contractors to maintain and operate the upgraded system.
- Controller and Valve Upgrades – Install 40 to 60 new controllers with cellular communications to the central irrigation system. The work will also include upgrades of between 40 and 60 master valves and flow systems that can shut off in an unscheduled flow.

New Capital Improvement Program Project

To implement the upgrades, a new project must be created in the City's Capital Improvement Program (CIP), and a budget change is needed to appropriate local matching funds required by the Drought Relief Grant Program. The new CIP project, Irrigation System Upgrades, CIP No. GI0224, is shown in Attachment 5. The budget change (Attachment 6) appropriates funds from the General Fund Assigned Reserve for Non-Streets CIP into the proposed project budget to provide the local matching funds.

Grant Agreement

Because Zone 7 submitted the grant application that contained projects from several agencies, Zone 7 will be administering the State grant and will have the responsibility for disbursement of grant funds. To facilitate Dublin's receipt of grant funds and to ensure compliance with grant requirements, an agreement between the City of Dublin and Zone 7 is necessary (Attachment 2).

Irrigation Controller Procurement

During the planning and grant proposal phase of the project, Staff solicited pricing on Toro irrigation controllers (manufactured by The Toro Company) from the local distributor. The pricing at that time resulted in a grant proposal project scope with 40 new irrigation controllers.

SiteOne Landscaping Supply, LLC, an authorized distributor of Toro equipment, is offering promotional pricing on the controllers, which will allow the City to purchase 60 new irrigation controllers for the price of 40 (a total of \$650,000). Without the discount, or by delaying the purchase to the construction phase of the project, the available grant and local match funds will likely result in only 40 new irrigation controllers installed by the project.

By purchasing the controllers now, the City can include them as part of the overall project plans and specifications, which will be advertised for competitive bids in late spring 2024 and completed under a future construction contract.

Section 2.36.100(B)(9) of the Dublin Municipal Code allows for exceptions to the typical public bidding process when the City can procure items from a competitive bid process administered by another public agency. Purchases made in this manner in excess of \$45,000 require City Council approval (Section 2.36.090). Toro has an active agreement with Sourcewell (Attachment 4), a service cooperative created by the Minnesota legislature as a local unit of government that offers local agencies access to a variety of competitively bid agreements, with which the City of Dublin is registered. In compliance with the agreement these controllers can be purchased by the City through authorized Toro distributors such as SiteOne Landscape Supply.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving the 2022 Urban Community Drought Relief Local Project Sponsor Agreement with Alameda County Flood Control and Water Conservation District, Zone 7
- 2) Exhibit A to the Resolution – Local Project Sponsor Agreement
- 3) Resolution Authorizing the Purchase of Irrigation Controllers from SiteOne Landscape Supply, LLC
- 4) Exhibit A to the Resolution – Sourcewell Contract with The Toro Company, 031121-TTC
- 5) CIP No. GI0224 Irrigation System Upgrades
- 6) Budget Change Form for the Irrigation System Upgrades, CIP No. GI0224

RESOLUTION NO. XX – 24

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

**APPROVING THE 2022 URBAN COMMUNITY DROUGHT RELIEF LOCAL PROJECT
SPONSOR AGREEMENT WITH ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT, ZONE 7**

WHEREAS, Alameda County Flood Control and Water Conservation District, Zone 7 (Zone 7) submitted a grant application to the State of California Department of Water Resources (DWR) Urban Community Drought Relief Program in November 2022 and included proposals from several local project sponsors in the Livermore-Amador Valley, including the City of Dublin; and

WHEREAS, in June 2023, DWR awarded Zone 7 \$2,242,500 of grant funds, which includes \$1,380,000 in grant funds for the City of Dublin Irrigation System Upgrades project; and

WHEREAS, in November 2023, Zone 7 and DWR executed Agreement Number 4600015378 Urban Community Drought Relief Grant (State Agreement), which among other things, establishes the requirements to receive grant funds; and

WHEREAS, the City of Dublin and Zone 7 desire to enter into a 2022 Urban Community Drought Relief Local Project Sponsor Agreement, attached hereto as **Exhibit A**, for the purpose of ensuring compliance with the State Agreement and receiving grant funds for the City of Dublin Irrigation System Upgrades project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the 2022 Urban Community Drought Relief Local Project Sponsor Agreement with Alameda County Flood Control and Water Conservation District, Zone 7, attached hereto as **Exhibit A** to this Resolution.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 6th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**AGREEMENT BETWEEN ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT, ZONE 7 AND CITY OF DUBLIN -
2022 URBAN COMMUNITY DROUGHT RELIEF LOCAL PROJECT SPONSOR
AGREEMENT**

This Local Project Sponsor Agreement (“Agreement”) is entered into on this _____ day of _____, 2024, between Alameda County Flood Control and Water Conservation District, Zone 7 (“Zone 7”) and the City of Dublin (hereinafter referred to as Local Project Sponsor Grantee “LPS”). Zone 7 and LPS are collectively referred to as the “Parties,” and each individually as a “Party.”

Recitals

WHEREAS, in 2022 Zone 7 applied for the 2022 Urban Community Drought Relief Grant Program through the California Department of Water Resources (“State Grant”); and

WHEREAS, said application included projects from multiple local project sponsors in the Livermore-Amador Valley and was submitted on their behalf; and

WHEREAS, California Department of Water Resources (“DWR”) awarded Zone 7, \$1,380,000 in funding for LPS’s drought relief project along with cost sharing requirement of \$460,000; and

WHEREAS, on November 27, 2023, Zone 7 executed a grant agreement between DWR and Zone 7 titled “GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND ZONE 7 WATER AGENCY AGREEMENT NUMBER 4600015378 URBAN COMMUNITY DROUGHT RELIEF GRANT” (the “State Agreement”), which is attached hereto and incorporated herein as Attachment 1; and

WHEREAS, one of the projects funded with the State Agreement is the “Dublin Irrigation System Upgrades” (“Project”) proposed by the LPS, with an estimated total project cost of \$1,840,000; and

Agreement

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The recitals hereto are true and correct and are incorporated into the body of this Agreement as though set forth in full.

1. Term

This Agreement will be in effect from the date of execution until the State Agreement between the DWR and Zone 7 is terminated, or when all the Parties’ obligations under this Agreement are fully satisfied, whichever occurs later.

Notwithstanding the date on which this Agreement is executed, Project costs incurred by the LPS after June 30, 2022, to the extent they are eligible for funding under and otherwise compliant with the State Grant and State Agreement, are eligible for reimbursement under this Agreement. All activities to implement the Project must be completed by December 31, 2026 to be eligible for State Grant funding.

2. Project, Subaward and Cost Share

- a) Under the terms of this Agreement, the LPS will implement the Project as more particularly described in Attachment 1, and Zone 7 will disburse up to \$1,380,000 of the State Grant to the LPS in accordance with the Grant Agreement. Said disbursements will only be made after Zone 7 receives such funds from DWR. The LPS will provide and document the cost share expenditures as required in the State Agreement.
- b) Local Project Grantee Cost Share is required to fulfill a local cost share (non-State funds) in the amount of \$460,000 of the total estimated total project cost of \$1,840,000, as set forth in Exhibit B to the State Agreement (Budget). Required Cost Share must be for Eligible Project Costs directly related to the Project as set forth in Exhibit A to the State Agreement (Work Plan), incurred after June 30, 2022.

3. Zone 7 Obligations

- a. Zone 7 will undertake and complete administrative and management responsibilities relating solely to Grant Administration, in accordance with the State Agreement attached hereto as Attachment 1, under “Exhibit A – Workplan – Grant Administration,” that are not related solely to Local Projects.
- b. Zone 7 shall disburse grant funds as required or permitted by the State Agreement. Notwithstanding the foregoing, Zone 7 is not obligated to disburse any funds to the LPS until such grant funds are authorized and disbursed from DWR to Zone 7.
- c. Zone 7 will promptly notify the LPS of any notices given or actions taken by DWR if such notices or actions are likely to affect LPS’s performance, duties, obligations or funding under this Agreement, including but not limited to notices from DWR regarding LPS’s invoices under Section 8 of the State Agreement or alleged default related to the Project under Section 11 of the State Agreement.

4. LPS Obligations

- a. The LPS is, and at all times will continue to be, in full compliance with the terms and conditions of the State Agreement as a recipient of the State Grant for its particular project. LPS shall be responsible for all of Grantee’s responsibilities pursuant to the State Agreement as if LPS were Grantee, including but not limited to those specific responsibilities discussed in this Agreement, except otherwise expressly stated in this Agreement. LPS understands and agrees that for the terms and conditions of the State Agreement which pertain to the Project, are hereby passed through to, and adopted by LPS as obligations of LPS, excepting only Zone 7’s obligations as defined in paragraph 3 of this Agreement.

- b. The LPS is solely responsible for all Project costs, including any amount exceeding the project budget of \$1,840,000, and submitting eligible costs for reimbursements as per the terms of the State Agreement. The LPS is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- c. In accordance with the State Agreement, the LPS may submit invoices for expenses incurred after July 1, 2022 for grant reimbursement and to meet cost share requirements.
- d. The LPS hereby assumes responsibility for submitting Post-Performance Reports as required under Section 13.D of the State Agreement. Reports will be sent by LPS to Zone 7 within sixty calendar days after the first operational year of the Project and annually for a total of 3 years following Project completion, for submittal to DWR .
- e. The LPS hereby assumes responsibility for the following as required under Section 14 of the State Agreement; (a) Operating and maintaining facilities and structures of the Project, (b) all costs for the operation and maintenance of the facilities and structures of the Project, and (c) performing as required under (a) and (b) for the period required by the State Agreement.
- f. The obligations of Paragraph 4d and Paragraph 6 of this Agreement shall survive the termination of this Agreement.
- g. The LPS shall not cause Zone 7 to be in violation of the State Agreement, whether by act or omission.
- h. In the event of an audit from DWR, LPS shall provide all information Zone 7 requests to fulfill the audit. If the audit finds any compliance deficiency related to the LPS's Project, reporting, or obligations of this agreement, the LPS shall make all remedies necessary to correct said deficiency. LPS will be responsible for any such deficiency and all results therefrom.

5. Breach of State Agreement

If DWR determines there is a breach of the State Agreement, and Zone 7 determines the breach is a result of the LPS not performing their obligations contained herein, or LPS otherwise being in breach of this Agreement, then the LPS agrees to return to Zone 7 any reimbursement which DWR declares needs to be repaid and Zone 7's costs associated with resolving the breach of State Agreement.

6. Inspection of Records; Pass-Through Provisions

Pursuant to the State Agreement, DWR is entitled to inspect and make copies of any records pertaining to the Project and the Parties are required to make available for such inspection accurate records of all costs, disbursements, and documentation as necessary to comply with the requirements of the State Agreement. LPS shall be subject to this requirement.

7. Indemnification

- a. To the fullest extent permitted by law, the LPS will immediately defend, indemnify and hold harmless Zone 7, its directors, officers, employees, or authorized agents, and each of them from and against:
 - i. All claims, demands, liabilities and losses arising out of the performance (or actual or alleged non-performance) of the Project by the LPS, including its agents and employees for damages to persons or property arising, pertaining to or relating to the LPS's negligent acts or omissions or willful misconduct or the failure of LPS to comply with any professional standard of care applicable to the Project.
 - ii. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the intentional or negligent violation of any governmental law or regulation, compliance with which is the responsibility of LPS.
 - iii. Any and all reasonable losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, including but not only costs of counsel acceptable to Zone 7, which Zone 7 may incur with respect to the failure, neglect, or refusal of LPS to perform the Project or its obligations under the Agreement. LPS shall further defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of performance or non-performance of the work hereunder, and shall not tender such claims to Zone 7 nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
 - iv. Any liability including, but not limited to, arising from any funding disallowance, audits, demands, claims, actions, liabilities, damages, fines, fees, costs, and expenses brought forth by DWR.
 - v. Any liability, claims, or damages, Zone 7 is required to indemnify DWR from pursuant to Section D.20 of Exhibit D of the State Agreement, to the extent that they relate to the Project.

8. Termination

Upon termination of the State Agreement, this Agreement shall terminate effective the same date as the State Agreement and in accordance with the terms and conditions for the termination of the State Agreement.

9. Notice

All notices or notifications to Zone 7 shall be in writing addressed to the persons set forth as follows:

Project Representative:

Valerie Pryor
General Manager
100 North Canyons Parkway
Livermore, CA 94551
vpryor@zone7water.com

Project Manager:

Kevin Padway
Assistant Water Resources Planner
100 North Canyons Parkway
Livermore, CA 94551
kpadway@Zone7water.com

All notices or notifications to the LPS shall be in writing addressed to the persons set forth as follows:

Project Representative:

Linda Smith
City Manager
100 Civic Plaza
Dublin, CA 94568
city.manager@dublin.ca.gov

Project Manager:

Rosemary Alex
Parks and Facilities Development Coordinator
100 Civic Plaza
Dublin, CA 94568
Rosemary.alex@dublin.ca.gov

10. Amendments

This Agreement may be changed only by a written amendment duly signed by Zone 7 and the LPS.

11. Assignment

The LPS shall not assign its rights or delegate its duties under this Agreement.

12. Dispute Resolution

In the event of a dispute between the parties arising from this Agreement, both parties shall meet and confer to try to resolve the issue. If the parties are not able to resolve the issue, both parties shall agree to arbitration or mediation.

13. California Law

This Agreement shall be governed and construed in accordance with the laws of the State of California.

14. Validity and Severability

If any provision of this Agreement or the application thereof to any circumstance is held invalid, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby.

15. No Waiver

No waiver by either party of any event of breach and/or breach of any provisions of this Agreement shall constitute a waiver of any other event of breach and/or breach. Either Party's non-enforcement at any time, or from time to time, of any provisions of this Agreement shall not be construed as a waiver thereof.

16. Authorities

The individual signing this agreement on behalf of the LPS declare that they have the authority to enter into this agreement on behalf of the LPS. Documentation of said authority is attached hereto as Attachment 2.

17. Payment

Zone 7 is not receiving any compensation from the State Grant for grant administration, which is a burden on Zone 7, nor is Zone 7 receiving any grant funds for a project included in the State Agreement. Rather, Zone 7 is performing the grant administration to support regional water conservation. Zone 7 is willing to do this at no cost to the LPS, contingent upon timely, thorough, and substantive responses, submittals, reports, and other items needed for Zone 7 to effectively administer the State Agreement. In the event that the LPS fails to do so as determined by Zone 7 at its sole discretion, Zone 7 may decide to invoice LPS for, and LPS agrees to pay Zone 7 for, all costs of grant administration associated with the Project. Said costs may include labor (including fringe benefits), financial, and actual costs incurred in performance of grant administration.

18. Entire Agreement

This Agreement, together with the attachments hereto, constitutes the complete agreement between the Parties.

19. Intent

Any ambiguities within this agreement shall not be construed in a manner which places Zone 7 in a worse position than Zone 7 would have otherwise been in without the State Agreement.

20. DocuSign

All parties consent to using DocuSign for this agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

Alameda County Flood Control and Water Conservation District, Zone 7

Valerie Pryor
General Manager

Date: _____

Approved as to Form:

Rebecca Smith, General Counsel

Date: _____

City of Dublin

Linda Smith
City Manager

Date: _____

Approved as to Form:

John Bakker
City Attorney

Date: _____

Attachment 1: State Agreement

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
ZONE 7 WATER AGENCY
AGREEMENT NUMBER 4600015378
URBAN COMMUNITY DROUGHT RELIEF GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Zone 7 Water Agency, a special district in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25) to the Grantee to assist in financing the Project. By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on July 1, 2022, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2026, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2027.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$2,242,500. Any additional costs are the responsibility of the Grantee.
- 4) GRANTEE REQUIRED COST SHARE. The Grantee is required to provide a local cost share (non-State funds) in the amount of \$768,049, as set forth in Exhibit B (Budget). Required Cost Share must be for Eligible Project Costs directly related to the Project as set forth in Exhibit A (Work Plan), incurred after June 30, 2022.
- 5) BASIC CONDITIONS.
 - A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 - i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth in the 2022 Urban Community Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2022 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 13, "Submission of Reports" and Exhibit A, "Work Plan".
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State, and
 - c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 15, "Monitoring Plan Requirements," if applicable.
- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after June 30, 2022, may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to July 1, 2022.

- B. Costs for preparing and filing a grant application.
 - C. Purchase of equipment that is not an integral part of a project.
 - D. Establishing a reserve fund.
 - E. Purchase of water supply.
 - F. Replacement of existing funding sources (e.g., bridge loans).
 - G. Meals, food items, or refreshments.
 - H. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - I. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - J. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - K. Mitigation for environmental impacts not resulting from implementation of a project funded by this Agreement. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR, P.O. Box 942836, Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide

the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

- A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.
- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status.
 - ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced.
 - iii. The names of the entities that will receive the funding for each project.
 - iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - v. Any other information that DWR may deem necessary.
- C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 19, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

- iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - 4. Proof of distribution of advanced funds to LPS(s), if applicable.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment."

10) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 11, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition Paragraph D.5.

- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 21 of the 2022 Guidelines and Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2021 AWMP identified on the State's website. For more information, visit the website listed in the 2022 Guidelines and Proposal Solicitation Package.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2022 Guidelines and Proposal Solicitation Package.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.

- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

13) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).
- B. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- C. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A and F.

Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

- D. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

14) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 11, "Default Provisions."

15) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."

16) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees

that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

- D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
- E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 17) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 18) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 19) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional
Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Zone 7 Water Agency

Valerie Pryor
General Manager
100 North Canyons Parkway
Livermore, CA 94551
Phone: (925) 454-5000
Email: vprior@zone7water.com

Direct all inquiries to the Project Manager:

Department of Water Resources

Amanda Blackwell
Environmental Scientist
P.O. Box 942836
Sacramento, CA 94236
Phone: 916-326-9026
Email: Amanda.Blackwell@water.ca.gov

Zone 7 Water Agency

Kevin Padway
Assistant Water Resources Planner
100 North Canyons Parkway
Livermore, CA 94550
Phone: (925) 454-5020
Email: kpadway@zone7water.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

20) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

ZONE 7 WATER AGENCY

Arthur Hinojosa ah
Arthur Hinojosa
Manager, Division of Regional Assistance

Valerie Pryor
Valerie Pryor
General Manager

Date 11/27/2023

Date 11/22/2023

Approved as to Legal Form and Sufficiency

James Herink For
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 11/27/2023

AMQ

CB

EXHIBIT A

WORK PLAN

Grant Administration

IMPLEMENTING AGENCY: Zone 7 Water Agency (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: Dublin Irrigation System Upgrades**IMPLEMENTING AGENCY:** City of Dublin (City)

PROJECT DESCRIPTION: The project will achieve four improvements to the City's Central Irrigation System: 1) Communications – Provide necessary improvements to existing system to ensure adequate communication between the central system and irrigation controllers throughout all City maintained landscapes; 2) System Optimization and Operations – For 25 of the City's large landscapes provide advanced site-specific scheduling to improve overall water efficiency and landscape quality based on the following factors: soil, plant type, slope, sun, shade, etc. Additionally, provide operational and training support for City Staff to maintain and continue system operations; 3) System Upgrades – Install up to 40 new controllers with cellular communication capable of communicating with the Central Irrigation System along street medians west of Dougherty Road in Dublin; and 4) The work will also include up to forty master valve and flow systems that can shut off in the event of an unscheduled flow. It is anticipated that by completing all three measures the City of Dublin park system will reduce water usage by approximately 28 acre-feet per year based on acreage of City maintained landscapes as of July 1, 2023.

Budget Category (a): Project Administration**Task 1: Project Management**

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not applicable.

Budget Category (c): Planning/Design/Engineering/Environmental DocumentationTask 4: Feasibility Studies

Not applicable.

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Encroachment Permit from the City of Dublin

Deliverables:

- Permits as required

Task 7: Design

Design will require: 1) Complete communication connections 2) Complete system programming and optimization 3) Complete plans and specifications for the replacement of irrigation controllers and installation of master-valve/flow sensors.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
-

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Contractor will establish systems, personnel, procure equipment and materials in preparation to complete work. At the end of the project the contractor will complete punchlist and scale down operations to closeout the work.

11(b): Site preparation will include removal of up to 40 existing controllers, excavation and demolition of existing improvements.

11(c): Install, construct, excavate Up to 40 new controllers and up to 40 master valve and flow systems will be installed.

11(d): Improve: The improvements will result in up to 40 new controllers and up to 40 master valve and flow systems being installed.

Program activities are outlined below:

11(e): Communication Upgrades: Working with the City's Central System vendor and irrigation consultant identify the issues with communications between the Central System and irrigation controllers. Take corrective measures to ensure operational effectiveness of the system.

11(f): System Optimization and Operations: The City's irrigation consultant will evaluate twenty-five of the City's large landscapes and will provide advanced sites-specific scheduling based on soil, plant type, slope, sun, shade et cetera to improve overall water efficiency.

11(g): System Optimization and Operations: The City's irrigation consultant along with the Central System vendor will provide operation and training support for City Staff to maintain and operate the system on-going.

Deliverables:

- Photographic Documentation of Progress

PROJECT 2: Citywide Turf Reduction**IMPLEMENTING AGENCY:** City of Livermore (City)

PROJECT DESCRIPTION: This project will help the City reduce non-functional turf at various City properties, thereby reducing the demand for potable water. The City anticipates replacing approximately 109,000 square feet of turf in at least five City owned sites. This turf would be replaced with a drought tolerant landscape and incorporate drip irrigation. The project would reduce water demand by approximately 21 acre-feet per year.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not Applicable.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Initial planning has been completed on this project. Five sites have been identified and City staff will work with a consultant to draft initial designs. Conceptual planting designs will be available as part of the Project Monitoring Plan.

Deliverables:

- Site plans

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Not applicable

Task 7: Design

The City currently maintains approximately 18.25 acres of turf, with 15.5 acres irrigated with potable water. The remainder is irrigated with reclaimed water.

The landscape designs for the five proposed turf reduction areas (1) City Center Campus, (2) Arroyo Road, (3) East Avenue, (4) Crater Way, and (5) Maintenance Service Center place a specific emphasis on replacing turf with low water use plantings while maintaining aesthetics. In addition, planting strategies such as minimizing clustering, proper tree spacing, and considering full maturity of plants will reduce maintenance requirements and increase plant health.

The landscape design renovations will include updating the irrigation systems from overhead sprays to individual plant bubblers. Irrigation strategies will include isolated lateral lines, drip irrigation and timings. Individual circuits to certain trees or tree clusters will help sustain trees when mandatory water restrictions are required, including further reductions.

Competitive bid contractors would be utilized for the renovations.

Deliverables:

- Final designs

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization is not required for the turf reduction projects.

11(b): Site preparation is minimal and includes turf removal and/or sheet mulching.

11(c): Low water use landscaping and/or ground cover such as mulch will be installed. Drip irrigation will also be installed where necessary at the five identified sites. Excavation will not be required since each site will sheet mulch over existing turf.

Deliverables:

- Photographic Documentation of Progress

PROJECT 3: Recycled Water Fill Station**IMPLEMENTING AGENCY:** City of Livermore

PROJECT DESCRIPTION: This project will construct an automated self-service recycled water fill station that will allow residential customers access to recycled water for irrigation and other non-potable uses. The automated fill station would provide a permanent year-round recycled water source for many residents. This project will increase recycled water use locally by approximately 18 acre-feet per year.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not applicable.

Budget Category (c): Planning/Design/Engineering/Environmental DocumentationTask 4: Feasibility Studies

Preliminary planning has been completed for this project. A site located at the Water Resources Plant has been identified. A site plan will be available as part of the Project Monitoring Plan.

Deliverables:

- Site Plan

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The project will require connection to existing electrical service that may be subject to permits. No other permits will be required to complete this project.

Deliverables:

- Permits as required

Task 7: Design

The fill station location is adjacent to existing roadway at the entrance of the plant. Two fill station machines will be installed. The fill stations will be unmanned with automated access control. The installation will include a trenched connection to existing water supply and electrical service.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization including preparation of submittals and layout in city provided space near construction site.

11(b): Site preparation will include signage, barricades segregating public from construction site, traffic control, and clearing and grubbing.

11(c): Utility trenching including connecting to existing point of electrical service and water supply, installation of water supply piping, related valves, and meter; conduits and conductors for access control; and backfill compaction and surface restoration.

11(d): Fill station construction including forming and pouring concrete service pads, bollards, signage, and installation of pre-packaged fill station equipment (nozzle, stand, etc.).

11(e): Installation of access control and connection to existing electrical supply.

This project is located at the existing Water Reclamation Facility, so construction impacts will be minimal.

Deliverables:

- Photographic Documentation of Progress

PROJECT 4: Fire Department Training Water Recirculation System**IMPLEMENTING AGENCY:** Alameda County Fire Department (ACFD)

PROJECT DESCRIPTION: ACFD will purchase four portable training water recirculation systems to incorporate into trainings. These systems will allow the department to train at the required National Fire Protection Association (NFPA) and the fire department standards without excess water loss. The portable water recirculation systems will allow ACFD to continue to train to the required NFPA standards (flowing at full operational capacity), while recapturing water and recirculating it. Through the training implementation component, the recirculation equipment is estimated to conserve approximately 140 acre-feet per year and improve the readiness of the region's first responders. Standard operational guidelines would be developed to modify the training procedures to utilize the portable water recirculating systems.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

Not applicable.

Budget Category (c): Planning/Design/Engineering/Environmental DocumentationTask 4: Feasibility Studies

Not applicable.

Task 5: CEQA Documentation

Not applicable.

Task 6: Permitting

Not applicable.

Task 7: Operating Documentation

This project requires modifying ACFD Standard Operating Guidelines for our firefighter and engineer water flow and hydraulics operations. These changes will memorialize the operational use and require how actual water flow, for training purposes, is addressed utilizing these new systems.

Deliverables:

- Updated Operating Guidelines, if requested

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/ImplementationTask 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements.

Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. This task must comply with Alameda County's Procurement Policies and Procedures.

Deliverables:

- Required procurement documentation per Alameda County's Procurement Policies and Procedures.

Task 10: Construction

The implementing agency will perform the following tasks:

- Purchase and insert four portable training water recirculation systems into service and incorporate into regular trainings (as feasible) for all battalions
 - Units will primarily be based at the ACFD regional training center, their portability allows for them to be moved around the regional training center and offsite for different training scenarios and evolutions
- Provide digital project photos pre/post addition of the systems
- Collect site-specific data on recirculation equipment savings for program evaluation

Deliverables:

- Photographic Documentation of Progress
- DWR Certificate of Project Completion

EXHIBIT B
BUDGET**AGREEMENT BUDGET SUMMARY****Required Minimum Cost Share: \$768,049**

	PROJECTS	Grant Amount	Required Cost Share	All Other Cost	Total Cost	Cost Share Waiver
1	Dublin Irrigation System Upgrades	\$1,380,000	\$460,000	\$0	\$1,840,000	No
2	Citywide Turf Reduction	\$262,500	\$87,500	\$0	\$350,000	No
3	Recycled Water Fill Station	\$300,000	\$100,000	\$0	\$400,000	No
4	Fire Department Training Water Recirculation System	\$300,000	\$120,549	\$61,647	\$482,196	No
	GRAND TOTAL	\$2,242,500	\$768,049	\$61,647	\$3,072,196	

PROJECT 1: Dublin Irrigation System Upgrades

Implementing Agency: City of Dublin

	BUDGET CATEGORY	Grant Amount	Required Cost Share*	All Other Cost	Total Cost
(a)	Project Administration	\$0	\$5,000	\$0	\$5,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$200,000	\$260,000	\$0	\$460,000
(d)	Construction / Implementation	\$1,180,000	\$195,000	\$0	\$1,375,00
	TOTAL COSTS	\$1,380,000	\$460,000	\$0	\$1,840,000

NOTES:

* City of Dublin will provide the cost share.

PROJECT 2: Citywide Turf Reduction

Implementing Agency: City of Livermore

	BUDGET CATEGORY	Grant Amount	Required Cost Share*	All Other Cost	Total Cost
(a)	Project Administration	\$0	\$2,400	\$0	\$2,400
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$25,000	\$0	\$25,000
(d)	Construction / Implementation	\$262,500	\$60,100	\$0	\$322,600
	TOTAL COSTS	\$262,500	\$87,500	\$0	\$350,000

NOTES:

* City of Livermore will provide the cost share unless other non-state funds are obtained.

PROJECT 3: Recycled Water Fill Station Implementing Agency

Implementing Agency: City of Livermore

	BUDGET CATEGORY	Grant Amount	Required Cost Share*	All Other Cost	Total Cost
(a)	Project Administration	\$0	\$2,400	\$0	\$2,400
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$25,000	\$0	\$25,000
(d)	Construction / Implementation	\$300,000	\$72,600	\$0	\$372,600
	TOTAL COSTS	\$300,000	\$100,000	\$0	\$400,000

NOTES:

* City of Livermore will provide the cost share unless other non-state funds are obtained.

PROJECT 4: Fire Department Training Water Recirculation System

Implementing Agency: Alameda County Fire Department

	BUDGET CATEGORY	Grant Amount	Required Cost Share*	All Other Cost*	Total Cost
(a)	Project Administration	\$0	\$0	\$2,196	\$2,196
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$0
(d)	Construction / Implementation	\$300,000	\$120,549	\$59,451	\$480,000
	TOTAL COSTS	\$300,000	\$120,549	\$61,647	\$482,196

NOTES:

* Alameda County Fire Department will provide the cost share.

EXHIBIT C
SCHEDULE**PROJECT 1: Dublin Irrigation System Upgrades**

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	7/1/2023	9/30/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	7/1/2023	1/1/2025
d	Construction / Implementation	6/1/2025	6/31/2026

PROJECT 2: Citywide Turf Reduction

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	8/1/2023	9/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	8/1/2023	8/31/2024
d	Construction / Implementation	9/1/2024	6/30/2025

PROJECT 3: Recycled Water Fill Station

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	8/1/2023	12/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	8/1/2023	12/30/2025
d	Construction / Implementation	1/1/2026	11/30/2026

PROJECT 4: Fire Department Training Water Recirculation System

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	3/1/2023	9/1/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	N/A	N/A
d	Construction / Implementation	3/1/2023	6/30/2025

EXHIBIT D
STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne

by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10.
- D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at:
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
 - A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.

- D.18. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.

- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.19. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing

the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.26. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Civ. Code, § 9550, et seq.; Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.

- D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.43. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.44. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.45. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of

Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

- D.47. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

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ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS
RESOLUTION NO. 22-90

A Resolution of the Board of Directors of the Alameda County Flood Control and Water Conservation District, Zone 7 Authorizing the Grant Application, Acceptance, and Execution for the Tri-Valley Water Conservation and Resilience Project

WHEREAS, Alameda County Flood Control and Water Conservation District, Zone 7 proposes to implement the Tri-Valley Water Conservation and Resilience Project with local project sponsors;

WHEREAS, Alameda County Flood Control and Water Conservation District, Zone 7 has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Alameda County Flood Control and Water Conservation District, Zone 7 intends to apply for grant funding from the California Department of Water Resources for the Tri-Valley Water Conservation and Resilience Project;

THEREFORE, BE IT RESOLVED by the Board of Directors of the Alameda County Flood Control and Water Conservation District, Zone 7 as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), the Alameda County Flood Control and Water Conservation District, Zone 7, General Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. The Alameda County Flood Control and Water Conservation District, Zone 7, General Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Alameda County Flood Control and Water Conservation District, Zone 7, General Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.
4. The Alameda County Flood Control and Water Conservation District, Zone 7, General Manager, or designee is hereby authorized and directed to enter into any agreements with local project sponsors necessary to facilitate a regional grant application, project, and administration, including disbursement of funds of funds it receives from DWR to local project sponsors as appropriate and consistent with any grant agreements and amendments with DWR.

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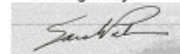
I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Alameda County Flood Control and Water Conservation District, Zone 7, at the meeting held on November 16, 2022, motion by Director Ramirez Holmes and seconded by Director Benson, motion passed by the following vote:

AYES: DIRECTORS BENSON, FIGUERS, GAMBS, GREEN, PALMER, RAMIREZ HOLMES,
SANWONG

NOES: NONE

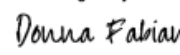
ABSTAIN: NONE

ABSENT: NONE

DocuSigned by:

FD24C39F3617446...

Sarah Palmer
President, Board of Directors

Attest:

DocuSigned by:

8A88AE9E217144...

Donna Fabian
Board Secretary

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved

- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR

Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

If applicable, groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at:

https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:
https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at:
<http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS
AND COST SHARE REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements**Internal Controls**

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.

4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I**LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS**

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Dublin Irrigation System Upgrades

Sponsor Agency: City of Dublin

Agency Address: 100 Civic Plaza, Dublin CA 94568

Project Location: Dublin, CA 94568

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Citywide Turf Reduction

Sponsor Agency: City of Livermore

Agency Address: 3500 Robertson Park Road

Project Location: Livermore, CA 94550

Local Project Sponsor Agency Designation

Sponsored Project: Project 3: Recycled Water Fill Station

Sponsor Agency: City of Livermore

Agency Address: 101 West Jack London Blvd.

Project Location: Livermore, CA 94551

Local Project Sponsor Agency Designation

Sponsored Project: Project 4: Fire Department Training Water Recirculation System

Sponsor Agency: Alameda County Fire Department

Agency Address: 6363 Clark Ave., Dublin, CA 94568

Project Location: Castro Valley, Dublin, Newark, San Leandro, and Union City, CA.

EXHIBIT J**APPRAISAL SPECIFICATIONS**

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.

13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.

23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.

32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be “Direct Costs” and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A “fully-burdened labor rate” can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS’ organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be “burdened”; the burdened rate must be consistent with the Grantee’s/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

Attachment 2: LPS Resolution

Placeholder for LPS's Resolution authorizing execution of this agreement.

RESOLUTION NO. XX – 24**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****AUTHORIZING THE PURCHASE OF IRRIGATION CONTROLLERS FROM SITEONE
LANDSCAPE SUPPLY, LLC**

WHEREAS, Alameda County Flood Control and Water Conservation District, Zone 7 (Zone 7) submitted a grant application to the State of California Department of Water Resources (DWR) Urban Community Drought Relief Program in November 2022 and included proposals from several local project sponsors in the Livermore-Amador Valley, including the City of Dublin; and

WHEREAS, in June 2023, DWR awarded Zone 7 \$2,242,500 of grant funds, which includes \$1,380,000 in grant funds for the City of Dublin Irrigation System Upgrades project; and

WHEREAS, the City of Dublin Irrigation System Upgrades project includes the purchase and installation of irrigation controllers; and

WHEREAS, SiteOne Landscape Supply, LLC, is a local distributor of The Toro Company products and services, including irrigation controllers needed for the Irrigation System Upgrades project; 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, The Toro Company has a valid contract with Sourcewell, attached hereto as **Exhibit A**, which meets the Municipal Code provision for a publicly bid agreement; and

WHEREAS, Section 2.36.090 of the Dublin Municipal Code requires City Council approval of purchased items with a cost greater than or equal to \$45,000; and

WHEREAS, the cost of supplying irrigation controllers and related appurtenances under the cooperative purchasing agreement from SiteOne Landscape Supply, LLC will not exceed \$650,000 for the Irrigation System Upgrades, CIP No. GI0224.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager to purchase The Toro Company irrigation controllers and related irrigation equipment from authorized distributor SiteOne Landscape Supply, LLC, in an amount not to exceed \$650,000, under a purchasing contract publicly bid by Sourcewell, attached hereto as **Exhibit A** to this Resolution.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 6th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

031121-TTC

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Vendor's written warranty for such item. Other than the warranties in this paragraph and Vendor's express written warranty for its product, Vendor expressly disclaims all other warranties, express or implied. Vendor agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including injury or death to persons or property and attorneys' fees, alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. ***Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. A Party will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. 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 C.F.R. § 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 C.F.R. § 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

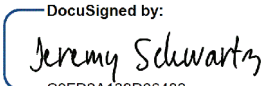
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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 during 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.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

031121-TTC

Sourcewell

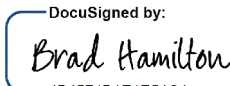
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:24 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/29/2021 | 4:31 PM CDT

The Toro Company

DocuSigned by:

By: 4B4574B1E1E54C4...
Brad Hamilton
Title: Group VP
Date: 4/29/2021 | 4:07 PM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: The Toro Company

Does your company conduct business under any other name? If yes, please state: Toro

Address: 8111 Lyndale Avenue South
Bloomington, MN 55420

Contact: Jon Stodola

Email: jon.stodola@toro.com

Phone: 612-597-3224

Fax: 612-597-3224

HST#: 41-0580470

Submission Details

Created On: Tuesday January 26, 2021 08:26:53

Submitted On: Wednesday March 10, 2021 16:49:38

Submitted By: Jon Stodola

Email: jon.stodola@toro.com

Transaction #: a9949e16-696c-4bd0-8278-1f0375b1ebb6

Submitter's IP Address: 76.113.144.182

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	The Toro Company	*
2	Proposer Address:	8111 Lyndale Avenue South Bloomington, MN 55420	*
3	Proposer website address:	www.toro.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brad Hamilton, Group VP 8111 Lyndale Avenue South Bloomington, MN 55420 952-887-8815 Brad.Hamilton@toro.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jon Stodola, Government Contracts Manager 8111 Lyndale Avenue South Bloomington, MN 55420 612-597-3224 Jon.Stodola@toro.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis. We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites. Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world. The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Montana, Minnesota, Ohio, Virginia, and Ontario Canada. Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of hundreds of Landscape Contractor and Siteworks Systems dealers throughout the US and Canada. All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet. Our Purpose: To help our customers enrich the beauty, productivity, and sustainability of the land. Our Vision: To be the most trusted leader in solutions for outdoor equipment. Every day. Everywhere. Our Mission: To deliver superior innovation and to deliver superior customer care. For more information, visit www.toro.com.
8	What are your company's expectations in the event of an award?	Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes. We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment. Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals. For fiscal year 2020, The Toro Company achieved nearly \$3.4 billion in net sales (a 7.7% increase over fiscal year 2019), and \$327.7 million in net earnings. See the attached (The Toro Company_Fourth-Quarter and Full-Year Fiscal 2020 Results) for more details. In addition, attached is a summary of Toro's financial condition according to Dunn & Bradstreet (Attachment: BnBi THE TORO COMPANY Feb 19 2021 (002).pdf)

10	What is your US market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
11	What is your Canadian market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Toro Company would best be described as a manufacture. As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers. For our Commercial Division, which makes up approximately 90% of our Government Contracts business, we have 26 distributors throughout the United States and Canada with many satellite offices to meet your needs. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. BOSS Snowplow provides sales and service support through 228 Distributors in the United States and Canada. Within a Distributor protected sales territory they also set up a network of Dealers to quickly and effectively service the customer. Our Distributors and Dealers handle all aspects of the customer experience including sales, ordering, registration, installation, service, and warranty. The attached list of 228 Distributors will provide information on their location, contact, and which BOSS Products they are qualified to support. The BOSS Technical Service and Customer Service Departments provide factory support and training to all Distributors and Dealers and we pride ourselves on providing World-Class service to all levels of customer. Feedback from our Customers and Dealers allows BOSS to continuously improve our product. We communicate these improvements through Service Bulletins, Training Videos, Technical Manuals, and Web-based training. Similar to BOSS, Toro's LCE, SWS, and RESCOM Irrigation divisions provide service and support through a combined network of more than 5,500 dealers/distributors, throughout the United States and Canada. For a complete list of Distributors and Dealers, please reference the attached file (Toro Distributor_Dealer List 2021).	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electromagnetic compatibility) regulatory arrangements. The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota, a Business License from the State of Washington, a manufacturer license from the Arizona Department of Transportation, and a license as a Recreational Product Manufacturer from the Louisiana Motor Vehicle Commission. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporate in Delaware: California, Colorado, Florida, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Nebraska, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin. Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate. In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Toro has not been under any suspension or disbarment within the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	a) Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground for electric equipment. Toro's first electric Dingo, the wheeled e-Dingo 500, is a small machine delivering environmentally friendly performance both indoors and outdoors, and we look forward to seeing more electric compact equipment like it in the coming years. b) Innovative Iron Awards, 2020 – The Toro e-Dingo Selected as a “game-changer” for its zero emissions and lithium-ion battery. c) Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall. d) Rental Magazine 2020 Editor's Choice Award - The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental e) Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software. f) Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike. g) Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders. h) The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers. i) The Toro Company is the leading “smart” irrigation products manufacturer, having receiving multiple accolades and awards from the Irrigation Association®, EPA, and others, for their innovative and water-efficient products. Some examples of unique Toro irrigation products include Precision™ Series Spray Nozzles with patented oscillating stream technology that delivers water savings of up to 35 percent when compared to competitive fixed spray nozzles; the T5 RapidSet® ¾” gear-driven rotor and its patent-pending tool-free arc adjustment feature; the cutting-edge EVOLUTION® Series irrigation controller and its multiple wireless add-on devices that enable performance advances, such as web connectivity, soil moisture sensing, and automatic weather-based schedule adjustments; and a full line of drip irrigation products, such as DL2000™ dripline and its patented ROOTGUARD® technology that allows it to be buried below ground to virtually eliminate the water waste seen through evaporation and runoff. j) The Toro GrandStand MULTI FORCE was a new product award winner in the May/June 2016 issue of Landscape and Irrigation's “Twenty for 2016 New Product Awards”. The award recognizes the GrandStand MUTLI FORCE as one of the standout new products to hit the market in 2016, based on innovation and application within the market. Endure k) The Toro Company received the Gold Medal for Innovation, awarded to the Toro Reelmaster 5010-H at demopark+demogolf 2015.	
17	What percentage of your sales are to the governmental sector in the past three years	As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue for fiscal year 2020 by market segment and geographic location. Net Sales By Segment: Professional 75% / Residential 24% / Other 1% Net Sales By Product: Equipment 88% / Irrigation 12% Net Sales By Geographical Location: US 80% / International 20%	*
18	What percentage of your sales are to the education sector in the past three years	As we are a publicly-traded Company, Toro considers information about our customers confidential.	*

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) NASPO ValuePoint Contracts - AK, HI, KS, KY, ME, MO, NE, NM, RI, SD, VA, WI b) Toro held State Contracts - AR, DE, NY, OH c) Toro Distributor held State Contracts - CA, GA, IA, IL, LA, MA, MD, MN, MS, NC, OK, OR, PA, SC, TN, UT, WA d) Cooperative Contracts - OMNIA Partners, Kinetic GPO As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) GSA Contract : GS-06F-0012R – Schedule 51v - Kansas City b) GSA Contract : GS-07F-5432R – Schedule 78 – Philadelphia As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Ramsey County Parks - Goodrich Golf Course	Charlie Miller, Superintendent	651-784-2500	*
City of Minneapolis Parks and Recreation Department	Dale Walker, Fleet Manager	612-313-7772	*
City of Lakeville Parks	Mark Kruse, Supervisor	952-985-2720	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$500-\$600K	\$5M - \$6M	*
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$300-\$600K	\$3M-\$4M	*
Confidential	Government	Nevada - NV	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$350-\$850K	\$2.5M-\$3M	*
Confidential	Government	Wisconsin - WI	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$250-\$400K	\$2.5M-\$3M	*
Confidential	Government	Colorado - CO	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$150K-\$1M	\$1M-\$1.5M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, and BOSS products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.
24	Dealer network or other distribution methods.	Most of our distributors and dealers are privately-owned companies that are the connection between Toro and the end-user customer. The sales managers of these companies will manage a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of these distributors/dealers with this proposal. See Distributor_Dealer List 2021 attached. All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet. In addition, Toro has thousands of local dealers that represent Landscape Contractor products, Irrigation, Siteworks Systems, and Boss snow removal equipment throughout the US and Canada.
25	Service force.	Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 26 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Toro Commercial Customer Care group operates a Voice of Customer program in North America that focuses on the end-customer service experience. Commercial distributors provide Toro their completed customer repair orders for the week or month then Toro contracts an independent 3rd party to complete customer experience surveys. The insights gained are used to correct processes and provide additional resources as we collectively strive to maintain a 9+ overall customer satisfaction index, which is above industry standard. See attached labeled (Question 26) Graphs) for rolling 12-month performance. These metrics along with additional operational metrics are factored into a distributor's overall annual performance rating which has specific incentives tied to it. Distributor response time: Response time is dependent on many factors but generally, our distributor partners respond to a customer call or email immediately and determine an agreeable time to service the equipment. Most distributors have field service capabilities that allow service work at the customer's site. Toro Commercial Customer Care measures our distributor on two performance metrics specific to service repair turnaround time and their ability to respond and repair a customer service issue in 6 calendar days or less.

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout the US. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Toro has the ability to serve all participating entity sectors in the US and Canada through our distributor and dealer networks.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, US Territories, and Canada may be subject to additional freight charges. Any additional freight charges would be provided prior to purchase as a pass-through cost and included in the customer quote. Due to a difference in the buying structure and fluctuation in the US/Canada exchange rate, a separate price structure will be established for Canadian customers. Please reference pricing documents for details.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro University hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor, and answer questions. b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. Our marketing department will create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors and will be used at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contract to customers. c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract. See the attached (Toro Marketing Samples) file for examples.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	a) The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquiries directly about The Toro Company to Toro in order for The Toro Company to convert that inquiry into a sale. b) Regarding the integration into our sales process, and beyond those referenced in response to question (32), Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events. See the (Toro Marketing Samples) attachment for an example of the co-branded flyer.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All new and used equipment delivered to the customer includes one-on-one or group training provided by the salesperson and service staff. Their distributor salesperson can discuss these offerings as they are made available by The Toro Company. Local training is offered by each of our distributors and the educational content varies depending on the end user's needs. Group training may be offered as well. Dates and cost of training vary from year to year. Certificates of completion are issued to each attendee after completion of training classes. Operator safety training for all products are offered: online at Toro.com and a digital operator manual is provided with each new piece of equipment. Safety Video: https://www.toro.com/en/customer-support/education-and-tech-reference/operator-training The Toro Company also offers in-depth factory training at a reasonable cost to the end-user. This training takes place at Toro's World Headquarters in Bloomington, MN. The dates vary year by year. Topics include the following: - Cutting Unit Technology: Cutting unit set-up and adjustments - Traction Units: Electronic and hydraulic systems diagnostics, troubleshooting, and testing - Tier4 Engine Systems: Overview of why and how they work - Spray Systems: Components, operation, and calibration - Toro Reel Cutting Units: How they really work - Open forum with engineering and other product experts - Diagnostics, InfoCenters, and more! Additional training and reference materials found on Toro.com or in myTurf@toro.com
37	Describe any technological advances that your proposed products or services offer.	★ = Toro exclusive features GR3360/3370 Greensmaster eTriFlex models carry no hydraulic fluid and utilize all-electric components for traction, steering, lift, and cutting. - All-Electric Traction, Steering, Lift & Reel Control – No onboard hydraulic fluid eTriFlex Models: - Engine/Generator Model, with Battery Assist Technology and up to 20% fuel savings. Constant 2,400 rpm and shrouded engine for amazingly quiet operation - Lithium-Ion Battery Model, 48-Volt virtually silent operation - ★ Radius Dependent Speed (RDS) System for Optimal Perimeter Cut - Advanced Cutting Performance - o Double A-Arm ★ plus Link-System Suspension for superior contour-following - o ★ Industry-leading Flex™ technology and DPA cutting units for easy adjustment and precision - o ★ Lift-In-Turn feature combined with RDS provides a consistent cleanup cut - Highly Productive and Versatile - o ★ "Slow-in-Turn" feature minimizes turf scrubbing that can occur during turn arounds - o ★ Tool-Free, Quick-Change cutting units - o ★ Lift-Gate Footrest for easy access to the center cutting unit Greensmaster Walk greens mowers (flex & fixed head) - ★ Flex Suspension with proven Dual Precision Adjustment (DPA) Cutting Unit technology - Multiple, easy to configure clip rate settings - ★ Telescoping loop handle design with combined operational and safety bail - Operational bail allows slowing down or a complete stop in tight turns without disengaging traction - ★ Rubber-mounted handle to reduce oscillation motion from walking for cutting consistency - No greasing requirement and modular designs for labor-saving maintenance - Excellent balance for superior tracking and easy turnaround - ★ Tool-free cutting unit removal Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours! EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance—all while delivering a phenomenal quality of cut. myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing

maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.

Toro Genuine Parts

Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support

Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job

DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.

Groundsmaster 3200/3300

The innovative tilt-up deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible. Enhanced climbing and hillside stability – CrossTrax all-wheel drive is based on the innovative Toro Series/Parallel™ design. If one of the front tires begins to slip, power is transferred to the opposite rear tire for optimum traction. Heavy-duty, 7-gauge steel decks with a front bullnose and side bumpers paired with the industry's toughest spindle assembly for extended product life. INFOCENTER™ CONTROL PANEL Real-time information delivered to the operator's fingertips for ultimate control.

Outcross 9060

Don't mistake the Outcross 9060 for the agricultural tractors often found on golf courses and sports fields. It is not a tractor! The Outcross 9060 does all the work of a tractor AND a super-duty utility vehicle without the headaches often associated with operating each in turf maintenance applications. Outcross's 4-wheel steering makes it highly maneuverable, stable, and extremely turf-friendly. Its electronically-controlled traction drive and low center of gravity help it traverse side hills and challenging terrain. The Outcross 9060 has a hydrostatic drive system, eliminating the need for an operator who is proficient with the complicated controls and shifting commonly associated with a traditional tractor. Simply select forward or reverse, and drive! Pre-set parameters and programable "guardrails" ensure the operator is productive while keeping them from operating outside the manager's specifications. Simple one-action operation of complicated attachments, such as an aerator, keeps the operator focused on the task at hand. Cruise control, shuttle shifting, a passenger seat, and intuitive controls add to the ease-of-use and efficiency. Save money by maintaining one machine instead of two or three. Spread fertilizer and seed more accurately to reduce waste. With three-point, drawbar, bed, and loader capabilities, productivity comes standard. Outcross owners can mow grass, spread fertilizer, load sand, haul a pallet of sod, aerate, top dress, remove snow and ice, blow leaves, prune roots, spread seed, tow a trailer, sweep a path, chop wood, and much, much more.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sustainability is not a new concept for The Toro Company. It is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land. At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. Please see: https://www.thetorocompany.com/sustainability/sustainability-endures Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, our Reelmaster® 5010-H and Greensmaster® eTriFlex™ hybrid mowers provide fuel savings over comparable mowers, plus they reduce noise levels and operating costs for our customers. In addition, the new e-Dingo is designed to provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies. Key sustainability initiatives and accomplishments include: • Deepening commitment to diversity, equity, and inclusion. In addition to designating DEI as part of the formal responsibilities within Toro's human resources team, the company is broadening the lens from workforce and workplace practices to seeking out synergies with supplier management practices and philanthropic giving. • Employee health and safety is a paramount value of Toro. Toro implemented a comprehensive environmental, health and safety data management system to help drive engagement and increased transparency for proactive safety performance. Toro saw reductions in both its total recordable injury and lost workday rates during fiscal 2020. • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • In Australia Toro refreshed its product packaging and received an "advanced" classification in a recent audit of sustainable packaging activities undertaken by the Australian Packaging Covenant, a government body. • We participate in a "closed loop" recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced "Cured-in-Place Pipes" whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. Other sustainability-related awards include: - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The battery chargers we use for our electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the "BC" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards.

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The Toro Company does not qualify for a WMBE, SBE, or Veteran owned business. However, most of our distributor/dealer partners are designated Small Businesses and several are Woman and/or Minority owned.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer. As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a product owner, the Sourcewell member is responsible for required maintenance and adjustments stated in the Operator's Manual. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim. When a warrantable condition exists, an authorized Toro distributor or dealer will repair the Product at no cost to the Sourcewell member, including applicable diagnosis, labor, and parts, excluding the following: - Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items. - Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain the Toro product per the Recommended Maintenance listed in the Operator's manual can result in claims for warranty being denied. - Product failures which result from operating the Product in an abusive, negligent, or reckless manner. - Parts subject to consumption through use unless found to be defective. Examples of parts that are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greaseable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc. - Failures caused by outside influence. Including, but not limited to, weather, storage, practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc. - Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards. - Normal noise, vibration, wear and tear, and deterioration. - Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. The standard commercial equipment warranty covers the equipment for two years or 1500 operational hours, whichever comes first.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage of Toro Authorized distributor and dealer service personnel to diagnose and perform warranty repairs are covered by Toro, up to 1,000 total miles per claim.	*

45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Toro can provide warranty repair for all geographic areas in the US and for all Canadian Provinces through our authorized distributor and dealer networks.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Non-Toro brand attachments are not covered under Toro's Commercial warranty but the service can be provided by Toro distributors.	*
47	What are your proposed exchange and return programs and policies?	New, unused, uninstalled items are eligible for return or exchange and subject to a 15% restocking fee. In addition, any charges associated with return shipment from the returnee's specified location to a Toro distribution center will be the responsibility of the returnee. Used or installed items cannot be returned or exchanged. New, uninstalled Parts are to be returned at customer's expense within 90 days of purchase.	*
48	Describe any service contract options for the items included in your proposal.	Our distributors may offer a variety of maintenance programs depending on the need of the customer. These range from Time and Materials type services, Preventive maintenance contracts, Full-Service maintenance contracts that include preventive maintenance and repairs. These programs are priced based on the specific needs of the customer, equipment age, and condition. The distributor can provide pricing for these programs on a local level. Toro has also developed a Web-based Asset Maintenance Management system called myTurfPro offering both free and subscription-based services.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are 0% 30 days for cash/check payments and EFT payments.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers. Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. Toro has partnership agreements in the US with two different finance companies, PNC Equipment Finance and TCF Equipment Finance. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing. Based on tax-exempt pricing (\$1 purchase option at end of lease term), the monthly lease rate is indexed to a spread not to exceed 470 basis points (BPS) over the like term US treasuries. Individual transaction pricing will be priced to the market based on specific transaction details. For Fair Market Value (FMV) leases, terms from three to five years will be available. The monthly payments will not exceed 3.5% of the award price (at 600 hours per year of use). Alternative hours and payment terms (skip pays, annual pays, etc.) can be quoted by one of our financing partners. At the end of the lease (assuming all terms and conditions of the lease have been met), the equipment may be returned (subject to turn-in requirements identified in the lease documents), renewed for an additional time, on mutually agreeable terms between the parties, or purchased at the then, fair market value of the equipment. In Canada, Toro's distributors hold direct relationships with financial institutions. As for LCE equipment, various additional special finance options are available through Toro's finance partners including, stated value and municipal lease options as well as no interest and low-interest fixed-term loans. For current offers, visit www.toro.com/finance.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Sourcewell members will submit purchase orders directly to an authorized Toro distributor/dealer. Sourcewell members can contact Toro directly to verify a specific dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator. Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract and provide contract pricing to Sourcewell members at the agreed-upon prices. Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	For the contiguous United States, our pricing model is a discount off US MSRP that includes freight charges to the customer's dock. For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer. For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	• Toro Commercial products: 22% off current US MSRP • Bullseye Products: 5% off current US MSRP • Toro Landscape Contractor Equipment (LCE): 27% off current US MSRP • Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off current MSRP • Toro Golf Irrigation: 40% off current US MSRP • Toro Residential Commercial Irrigation: 40% off current US MSRP • Irritrol Irrigation Wholefoods, Attachments and Accessories: 40% off current US MSRP • Rainmaster Irrigation Wholegoods (RA): 35% off current US MSRP • Rainmaster Irrigation Parts (RB): 0% off current US MSRP • Sentinel Irrigation Wholegoods: 35% off current US MSRP • Large Commercial Rotors: 15% off current US MSRP • Site Works Systems (SWS) Equipment: 17% off current US MSRP • Ventrac Products: 12% off current US MSRP • Toro BOSS Snow Removal Products: 25% off current US MSRP • Used and Demonstrator equipment: pricing will be set by the distributor/dealer based on product condition, age, hours, etc. • Third-party attachments: distributors/dealers will set the price but will not exceed the list price and may include setup and freight charges.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Toro authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume..
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Toro authorized distributors/dealers may provide third-party equipment that attaches to Toro products. These products will be priced no higher than that products List Price. Freight and set-up fees may also apply to these products.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have identified the pricing and potential cost variations in items 53, 54, 55, and 56.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges for Toro equipment outside the contiguous United States are not covered as part of the product price. The Sourcewell members outside this area will be invoiced only for the actual costs of freight and delivery which can be provided at the time of order. Shipping costs will also be added for any third-party attachments purchased for Toro products.

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer. For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Most products will be shipped from a distributor/dealer to the customer, but many of the products in the Landscape Contractor Equipment or Irrigation divisions may be available at the distributor/dealer location and may be picked up on-site.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing in our proposals is one of the most aggressive pricing structures offered to GPOs, cooperative procurement organizations, or state purchasing departments as a result of the reach and value provided by Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Toro Company will be paying all administration fees to Sourcewell for sales on this contract. Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with contract in order to receive rebate. Additionally, Toro may contact Sourcewell members purchasing Toro product under the Sourcewell cooperative purchasing contract to ensure member satisfaction. For our Commercial products we have a pricing system that allows our distributors to choose the Program pricing they need. We will have the Sourcewell pricing established in this system for them to select, and verification against this system will be used during the rebating process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Toro agrees to pay administrative fees to Sourcewell in the amount of 1.5% of all sales of whole goods and accessories, less freight, shipping, and set-up costs, associated with this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance. • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Lawn and garden equipment, tools, attachments, and accessories	☒ Yes ☐ No	As described in section 14A, Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.	*
67	Irrigation systems, equipment, parts, and related installation and maintenance services	☒ Yes ☐ No	As described in section 14A, Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.	*
68	Beach and waterfront maintenance equipment and accessories	☒ Yes ☐ No	As described in section 14A, Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.	*
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	☒ Yes ☐ No	Toro provides a wide variety of Original Equipment Manufacturer (OEM) accessories and parts for unique configurations, and to increase the life of reliability of our equipment. Toro and our distributor/dealer network provide the latest technology to support the maintenance, repair, and warranty of Toro equipment.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status. Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job. Also, see our response to question 25 for additional details on the serviceability of products (parts availability, warranty, and technical support).
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours! EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance —all while delivering a phenomenal quality of cut. DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.

Exceptions to Terms, Conditions, or Specifications Form

Only those proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brad Hamilton, Group Vice President, The Toro Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

If the Applicant declares an actual or potential Conflict of Interest by marking the box below, the Applicant must set out below details of the actual or potential Conflict of Interest:

Toro does not believe we have an actual or potential Conflict of Interest. However, for the purpose of full transparency, The Toro Company has been in communication with Venture Products, Inc. (i.e. Ventrac) during the solicitation process, who we believe will be responding to this solicitation. The Toro Company acquired Venture Products, Inc. in March of 2020 and is one of several brands under the Toro Family of Brands.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	☒	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	☒	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	☒	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	☒	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	☒	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	☒	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	☒	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	☒	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	☒	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	☒	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	☒	1

AMENDMENT #1 TO CONTRACT # 031121-TTC

THIS AMENDMENT is by and between **Sourcewell** and **The Toro Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to Sourcewell and its Participating Entities, effective April 29, 2021, through April 30, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Vendor wishes to modify its pricing model to offer Product-category discounts off of current MSRP will apply as described in items 54-60. In Canada, the pricing model will be US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at the time of order, according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate:
<https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/>
3. Vendor will offer a “Smart Value” volume discount that includes the following incentive for individual large orders.

Toro Commercial Purchases	Customer Goods	Toro Commercial Purchases	Customer Goods
\$ 150K - \$ 199K	\$ 4,500	\$ 550K - \$ 599K	\$ 22,000
\$ 200K - \$ 249K	\$ 6,000	\$ 600K - \$ 649K	\$ 24,000
\$ 250K - \$ 299K	\$ 10,000	\$ 650K - \$ 699K	\$ 26,000
\$ 300K - \$ 349K	\$ 12,000	\$ 700K - \$ 749K	\$ 28,000
\$ 350K - \$ 399K	\$ 14,000	\$ 750K - \$ 799K	\$ 30,000
\$ 400K - \$ 449K	\$ 16,000	\$ 800K - \$ 849K	\$ 32,000
\$ 450K - \$ 499K	\$ 18,000	\$ 850K - \$ 899K	\$ 34,000
\$ 500K - \$ 549K	\$ 20,000	\$ 900K*	\$ 36,000

Only single Purchase Orders (POs) on Toro Commercial Equipment qualify. Multiple POs may not be combined to qualify.

Vendor-authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume.

4. Vendor-authorized distributors/dealers may provide third-part equipment that attach to, or are used in, the configuration with any of Toro's products. These products will be priced no higher than the products List Price.

Freight and setup fees may apply.

Vendor-authorized distributors/dealers may include setup fees – not to exceed 2% of the total Product cost, plus up to an additional 6% for cab-unit setups. Setup fees must be identified as a separate line- item on the quotation.

For the contiguous United States, delivery fees may be included at the distributor/dealer discretion – not to exceed 2% of the total product cost. Delivery fees must be identified as a separate line-item on the quotation.

For Alaska, Hawaii, US Islands, and Canada, freight and delivery fees may be included at distributor/dealer discretion – delivery fees not to exceed 2% of the total product cost; freight not to exceed actual pass-through costs. Freight and deliver fees must be identified as a separate line-item on the quotation.

5. Vendor will encourage and incent its authorized dealers to provide contract terms to Sourcewell members consistent with the terms of this Amendment; however, participation in the program described in the Amendment will be at the discretion of each Toro dealer.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

Date: 10/29/2021 | 3:14 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 10/29/2021 | 3:28 PM CDT

The Toro Company

DocuSigned by:
By: Brad Hamilton
Brad Hamilton

Title: Group Vice President

Date: 10/29/2021 | 3:00 PM CDT



The Toro Company

8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196
www.thetorocompany.com

May 12, 2022

Sourcewell
Contract# 031121-TTC-TTC
Andy Campbell, Supplier Development Supervisor
202 12th Street NE
Staples, MN 56479

Dear Mr. Campbell,

Due to unprecedented increases in commodity costs and extreme volatility in component availability and pricing related to all aspects of manufacturing logistics, we find it necessary to modify and provide clarity to our responses related to the following questions:

Table 10: Payment Terms and Financing Options

Line Item 51

Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity will process the Sourcewell participating entities' purchase orders.

Change response to:

Sourcewell participating entities will work directly with Toro's authorized local distributors/dealers to identify product options, availability, and receive initial pricing quotation.

Toro will communicate to its distributors/dealers that the following statement is to be provided on all quotations: "Pricing may be subject to change between the original order date and the delivery date." In addition, Toro suggests the same language to be included in the Sourcewell participating entity's PO or order agreement.

Prior to delivery, the distributor/dealer may reach out to the participating entity with updated pricing. The updated pricing will not exceed the category discounts off of current MSRP reflected at the time of delivery. At this time, the participating entity may accept the updated pricing and continue with the order or cancel the order without penalty.

Sourcewell participating entities may contact Toro (or Sourcewell) at any time to verify a specific distributor/dealer and/or confirm pricing provided by the local distributor/dealer. Entities may also confirm authorized distributors/dealers online at www.toro.com/locator.

After the order is complete, the local Toro distributor/dealer will deliver the product(s) to the participating entity and provide an invoice requesting payment. All quoting, billing, setup, delivery and ongoing maintenance of the equipment will be handled by the local distributors/dealers.

Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract. Toro distributors/dealers will be required to submit documentation to

ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell and for Sourcewell participating entities.

Table 11: Pricing and Delivery

Line Item 53

Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.

Change response to:

Product-category discounts off of current MSRP as reflected at the time of delivery will apply as described in items 54-60.

Toro will communicate to its dealers and distributors that the following statement is provided on all quotations "Pricing may be subject to change between original order date and delivery". In addition, Toro suggests the same language to be included in the Sourcewell participating entity's PO or order agreement. The updated pricing will not exceed the category discounts off of the current MSRP as reflected at the time of delivery.

In Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of delivery (exchange rate based on the monthly average published rate at the time of delivery, according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.

Bank of Canada – Monthly Exchange Rate:

<https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/>

Line Item 54

Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.

No changes to previously amended response

Line Item 55

Describe any quantity or volume discounts or rebate programs that you offer.

No changes to previously amended response

Line Item 56

Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

No changes to previously amended response

Line Item 57

Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified

as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Change response to:

Toro's authorized distributors/dealers may include setup fees – not to exceed 5% of the total product cost, plus up to an additional 5% for cab-unit setups. Setup fees must be identified as a separate line-item on the quotation.

In addition, due to unprecedented market conditions it may be necessary for Toro, or our local distributors/dealers to implement temporary surcharges to offset the volatility of material and/or transportation costs. Surcharge requests will be sent through a Price and Product Change Request Form to the assigned Sourcewell Contract Administrator for approval.

Line Item 58

If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.

Change response to:

For the contiguous United States, delivery fees may be included at the distributor/dealer discretion – not to exceed 5% of the total product cost.

Line Item 59

Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.

Change response to:

For Alaska, Hawaii, US Islands, and Canada, freight and delivery fees may be included at distributor/dealer discretion – delivery fees not to exceed 5% of the total product cost; freight not to exceed actual pass-through costs. Freight and deliver fees must be identified as a separate line-item on the quotation.

Line Item 60

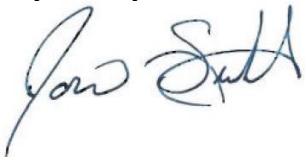
Describe any unique distribution and/or delivery methods or options offered in your proposal.

No changes to original response

For any material changes requiring signature, please direct them to:

Brad Hamilton
Group President
Brad.Hamilton@toro.com
952-887-8815

Thank you for your assistance.



Jon Stodola, CSE
Regional Business Manager – Government Contracts
Jon.Stodola@Toro.com
612.597.3224

PROJECT DESCRIPTION

The project will include the planning, design and installation of approximately sixty new irrigation controllers along streets, parks and facilities. System-wide communication upgrades with the Central Irrigation System will improve water conservation in response to daily weather conditions. Additionally, consultant services will be utilized to improve system optimization including site specific scheduling for upto twenty-five of the City's large landscapes. A series of training sessions will be held with the City's Maintenance Division to ensure the on-going operation of the system.

The \$1.38 million identified as "State Grant" is from the State of California - Deapartment of Water Resources Urban Community Drought Relief Grant,which was awarded to Alameda County Flood Control and Water Conservation District, Zone 7, as part of a grant application that included several projects from local sponsors in the Livermore-Amador Valley. All activities to implement the project must be completed by December 31, 2026, to be eligible for State Grant funding.

ANNUAL OPERATING IMPACT: Savings in water utility costs.

MANAGING DEPARTMENT: Public Works

2022-2027 CAPITAL IMPROVEMENT PROGRAM								
ESTIMATED COSTS		PRIOR YEARS	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	TOTALS
9100	Salaries & Benefits			\$104,000				\$104,000
9200	Contract Services			\$350,000				\$350,000
9400	Improvements			\$721,000				\$721,000
9500	Miscellaneous			\$15,000				\$15,000
9600	Equipment			\$650,000				\$650,000
TOTAL				\$1,840,000				\$1,840,000

FUNDING SOURCE		PRIOR YEARS	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	TOTALS
1001	General Fund			\$460,000				\$460,000
2921	State Grant - General			\$1,380,000				\$1,380,000
TOTAL				\$1,840,000				\$1,840,000

ANNUAL OPERATING IMPACT								
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**CITY OF DUBLIN
FISCAL YEAR 2023-24
BUDGET CHANGE FORM**

Attachment 6

BUDGET INCREASE AMOUNT	
Account	Amount
GI0224 Dublin Irrigation System Upgrades	
Funding Sources	
gi0224.2921 (33009310.49999) - (State Grant - Transfer In)	1,380,000.00
gi0224.1101 (33009310.49999) - (General Fund Reserve - Transfer In)	460,000.00
Expenses	
gi0224.9100.9101 - (Staff Costs)	\$104,000
gi0224.9200.9201 - (Contract Services)	\$350,000
gi0224.9400.9401 (Improvements)	\$721,000
gi0224.9500.9502 (Processing/Filing Fees)	\$10,000
gi0224.9500.9503 (Printing and Binding)	\$3,000
gi0224.9500.9504 (Legal Notices)	\$2,000
gi0224.9600.9605 (Machinery & Equipment)	\$650,000
Transfers Out	
29210010.89101 - (State Grant - Transfer Out)	1,380,000.00
11010010.89101 - (General Fund Reserve - 33007 Assigned Reserve for Non-Streets Capital Improvement Program - Transfer Out)	460,000.00
Revenue Received	
29210000.47261 - (State Grant - State Grant Other)	1,380,000.00
REASON FOR BUDGET CHANGE	
The State Department of Water Resources awarded Zone 7 \$2,242,500 in grant funds, which included \$1,380,000 in grant funds for the City's Irrigation System Upgrades project. The grant funding requires a City match of \$460,000 for a project budget of \$1,840,000. The City match will be funded by the General Fund Assigned Reserve for Non-Streets Capital Improvement Program.	

As Presented at the City Council Meeting 2/6/2024

*****Finance Use Only*****

Posted By: _____



STAFF REPORT CITY COUNCIL

Agenda Item 5.8

DATE: February 6, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendments to Consolidated Impact Fee Administrative Guidelines
Prepared by: Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider amendments to the City's Consolidated Impact Fee Administrative Guidelines. The Guidelines are used in the administration of impact fees and include a section on the issuance of trip credit associated with unoccupied space that has been vacant for three years or less. Staff is proposing to remove this section, along with other non-substantive changes.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending the Consolidated Impact Fee Administrative Guidelines.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On July 16, 2013, the City of Dublin City Council adopted Resolution No. 122-13 approving the Consolidated Impact Fee Administrative Guidelines for the administration of the City's impact fee programs. Since that time, the Guidelines have been amended to reflect changes in the way the City administers the impact fee programs.

Section VI.K.3 of the Guidelines provides direction for issuing trip credits for transportation impact fees when there has been a vacancy in a building of three calendar years or less. Staff proposes that the Guidelines be amended to remove the restriction of three years or less and allow trip credits associated with the land use prior to the building's vacancy be issued to a new tenant who will be occupying the space. An example of this is the vacant building located at 7884 Dublin Blvd. (formerly occupied by Orchard Supply Hardware) which has been vacant for more than three years. The new tenant, H Mart, who has signed a lease to occupy the building would not receive trip credits associated with the former retailer because the building has been vacant for

more than three years. Therefore, H Mart would be required to bear the full cost of impact fees with no reductions applied for trips generated by the prior tenant.

Eliminating the "three years or less vacancy" limitation will enhance the City's economic development initiatives, facilitating the attraction, retention, and growth of businesses. This is particularly important as the City moves forward with the Downtown development plan. Moreover, lifting this restriction will simplify the process of applying trip credits, eliminating potential barriers for businesses to occupy vacant buildings. Staff receives requests from prospective tenants seeking the waiver of this provision, and Staff, when appropriate, has accommodated these requests.

Additional amendments to the Guidelines are non-substantive in nature or clarifications, such as correcting a typo, changing references from Administrative Services Department to Finance Department, correcting Illustrative Example 8 to remove the reference to length of building vacancy, and adjusting calculations in the Illustrative Examples to reflect the new Public Facility Fee program that went into effect on January 1, 2024.

Lastly, Staff proposes to include the Minimum Cash Payment requirement, which is outlined in Resolution No. 144-21 in the Guidelines to make it more apparent and concise in one document.

All changes are shown in the redlined version of the Guidelines (Attachment 3).

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Amending the Consolidated Impact Fee Administrative Guidelines
- 2) Exhibit A to the Resolution – City of Dublin Consolidated Impact Fee Administrative Guidelines
- 3) City of Dublin Consolidated Impact Fee Administrative Guidelines (Redline version)

RESOLUTION NO. XX – 24**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****AMENDING THE CONSOLIDATED IMPACT FEE ADMINISTRATIVE GUIDELINES**

WHEREAS, on July 16, 2013, the City Council adopted the Consolidated Impact Fee Guidelines ("the Guidelines"), which superseded the Guidelines previously adopted for the Eastern Dublin Traffic Impact Fee, Downtown Dublin Traffic Impact Fee and Public Facilities Fee (Resolution No. 122-13); and

WHEREAS, the City Council also adopted Resolution No. 123-13 to establish a single policy for exemptions for impact fees; and

WHEREAS, on July 15, 2014, the City Council adopted the amendment to the Guidelines by allowing a credit holder to extend expiring credits with a five-year extension for an additional year (Resolution No. 117-14); and

WHEREAS, on June 16, 2016, the City Council adopted the amendment to the Guidelines by allowing Fee Credits to exist in perpetuity and not convert to a right to reimbursement at the end of credit period; one-time allowance for current Right-to-Reimbursement agreements to be re-converted to Fee Credits; and City Manager's authorization to approve the conversion of credits from one parkland and improvement category to another parkland and improvement (Resolution No. 111-15); and

WHEREAS, on September 6, 2016, the City Council adopted the amendment to the Guidelines due to change fee description to Western Dublin Transportation Impact Fee from Downtown Traffic Impact Fee (Resolution No. 147-16); and

WHEREAS, on August 15, 2017, the City Council adopted the amendment to the Guidelines to not allow Fire Impact Fee Credits to exist in perpetuity and allow current Fire Impact Fee Credits that exist in perpetuity to be converted to right to reimbursement with the approval of the City Manager (Resolution 109-17); and

WHEREAS, on December 21, 2021, the City Council adopted a revision to the Eastern Dublin Traffic Impact Fee for future development within the eastern Dublin area, renaming the program as the Eastern Dublin Transportation Impact Fee, and updating the Consolidated Impact Fee Administrative Guidelines (Resolution No. 144-21); and

WHEREAS, the City now wishes to amend the Guidelines to remove the requirement for unoccupied space to remain vacant for three years or less in order to issue trip credits, and make the associated updates as well as non-substantive clarifications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby adopt the amended Consolidated Impact Fee Administrative Guidelines attached hereto as **Exhibit A**.

PASSED, APPROVED AND ADOPTED this 6th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk



City of Dublin Consolidated Impact Fee Administrative Guidelines

February 2024



*Photo Credit: "West Dublin Pleasanton 7-11-09" by Coastergrekperson04 at en.wikipedia.
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Document Description

Project Name	Eastern Dublin Transportation Impact Fee Update
Related Documents	City of Dublin General Plan (Amended –February - 2022), Downtown Dublin Specific Plan (Amended - January -2024), City of Dublin Bicycle and Pedestrian Master Plan (Updated January - 2023)
Document Name	Consolidated Impact Fee Administrative Guidelines
File Path	G:\TRANSPORTATION\TIF\Eastern Dublin\2021\12062021_materials_F&P
Date Document Approved	February 6, 2024

Amendment Control

City Council Resolution	Amendment Date	Description of Change
122-13	07/16/2013	Adoption of Consolidated Impact Fee Guidelines, Superseding previously adopted individual fee program guidelines
117-14	07/15/2014	Extension of Credit Life and Right-to-Reimbursement
111-15	06/16/2015	Extension of Credit for Perpetuity, Right-to-Reimbursement, and Park Credit Conversion
147-16	09/06/2016	Western Dublin Transportation Impact Fee Update
109-17	08/05/2017	Fire Facilities Fee Credit and Right-to-Reimbursement
144-21	12/21/2021	Eastern Dublin Transportation Impact Fee
___-24	02/06/2024	Removal of three (3) years or less vacancy requirement for unoccupied space for issuance of trip credits and inclusion of Minimum Cash Payment

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Appendix A: Illustrative Examples

CITY OF DUBLIN CONSOLIDATED IMPACT FEE ADMINISTRATIVE GUIDELINES

I. Introduction/Overview

The City of Dublin Consolidated Impact Fee Administrative Guidelines “Guidelines” apply to the Western Dublin Transportation Impact Fees (adopted by the City Council of the City of Dublin through Resolution 210-04 and as subsequently amended), the Eastern Dublin Transportation Impact Fees (adopted by the City Council of the City of Dublin through Resolution 1-95 and as subsequently amended), the Public Facilities Fees (adopted by the City Council of the City of Dublin through Resolution 32-96 and as subsequently amended), the Fire Facilities Fees (adopted by the City Council of the City of Dublin through Resolution 37-97 and as subsequently amended), the Noise Mitigation Fee (adopted by the City Council of the City of Dublin through Resolution 33-96 and as subsequently amended), and the Non-Residential Development Affordable Housing Impact Fee (adopted by the City Council of the City of Dublin through Resolution 70-05 and as subsequently amended) which fees are, unless otherwise provided, hereinafter referred to as the "Fee" or "Fees." Except as otherwise provided herein, terms used in these Guidelines shall be defined in the same manner as such terms are defined in the Resolution.

The application of these Guidelines will, at times, refer to various reference documents adopted by the City of Dublin. These documents include the City's General Plan, Specific Plans, and the most recent Impact Fee Studies. Such reference documents are subject to change and may affect the application of these Guidelines.

II. Authority of City Manager to Interpret Situations Not Covered

Should situations arise not covered by these Guidelines, the City Manager will have the authority to determine how the resolutions, ordinances, guidelines, and agreements will be administered. Such interpretations by the City Manager will be in writing, and the City Manager’s determination will be final and not appealable.

III. Fee Administration

A. Responsible Departments

The Finance Department serves as the lead department to gather and coordinate the information necessary to calculate the Fee. The Community Development Department is responsible for determining the intended land use. The Public Works Department is responsible for determining the number of vehicle trips assigned to the project.

B. Effective Fees

The Fee will be collected at the filing of final map and/or at the issuance of building permit for the development project, unless otherwise provided in the applicable Fee Resolution, or developer enters into a fee deferral agreement with the City. This section shall be applicable whether the Fees are paid in cash or a credit is used.

C. Basis for Calculating Fees for Projects not Covered in Fee Resolutions

The Fees for projects will be calculated as provided for in the Fee Resolutions. However, in certain circumstances, the applicable resolutions may not appropriately reflect or apply to a particular project. Examples of this situation could include, but not be limited to mixed use projects or projects that involve land uses that are not included in the Resolution. In those situations, the Guidelines presented in this section will be applied.

For non-residential development projects in which the land use is not included in the definitions contained in the applicable Fee Resolution, the Community Development Director will determine which of the defined categories is appropriate, maintaining as much consistency as possible with the definition of such terms.

For mixed-use development projects in all Fee programs other than the Western Dublin Transportation Impact Fee, the Community Development Director will determine the projected percentage of each of the uses at the time of Final Map, other appropriate entitlement, or building permit is approved. The Fee will be calculated on a pro-rata basis for each different land use. If the project contains both residential and non-residential portions, the Fee will be based upon the residential per dwelling unit or per square foot schedule for the residential portion and the non-residential per square foot schedule for the non-residential portion. (Note that the Western Dublin Transportation Impact Fee directly addresses the effects of mixed-use development.)

If the use(s) are unknown at the time of obtaining a building permit and the building permit does not include adequate interior details to determine the intended use, the use for the initial fee calculation purposes will be determined by the Community Development Director. Any Fee discrepancy as a result of a different final use of the property will be calculated and reconciled at the time that a building permit is issued for interior tenant improvements. Such reconciliation may result in an additional Fee or a partial refund of previously paid Fee(s). This fee calculation shall be at the rate in effect at the issuance of building permit.

Quasi-public uses (churches, non-profit organizations, etc.) shall be subject to the Fees. For these uses, the Community Development Director will determine which of the categories most appropriately reflects the land use and allocate the project to this category. Affordable housing projects developed by government agencies and/or non-profit entities will be subject to the same Fees that are assessed on private residential development.

Where the Fee in question is calculated based on trips generated, the Fee Schedule of the applicable Approving Resolution for the Fee will define appropriate trip rates to be used for the calculation of the Fees. If an applicant disagrees with the Fee calculated based on trips generated by the proposed project per respective Fee program, including but not limited to quasi-public uses, applicant may make a written request to the Public Works Director, requesting that the City undertake a specific traffic study for the purpose of determining the estimated trip generation of the proposed development project. The applicant shall be responsible for all costs associated with the study.

If the Public Works Director determines that the land use of the proposed development project is not appropriately reflected in the Fee Schedule to the Resolution or that the intensity of the proposed land use is not consistent with the adopted land use categories in the Fee Schedule to the Resolution, the Public Works Director will have the option of requiring a traffic analysis or utilizing an existing relevant study for the purpose of determining the estimated trip generation of the proposed development project. The applicant shall be responsible for all costs associated with the study.

IV. Payment Records

The Finance Department will record the payment of the Fees. Records will be maintained to comply with refunding requirements as prescribed by State Law. The Finance Department will obtain a mailing address from each payor, as well as the applicable Assessor's Parcel Number, and will note the payor as the entity or person whose name appears as the applicant for the building permit. The Finance Department will maintain the records for a period of 10 years from their collection, unless

a legal mandate exists for a longer retention.

V. Other Miscellaneous Administrative Guidelines

A. Refunds

Refunds of Fees associated with withdrawn applications or projects on which construction has not commenced, will be done in accordance with the procedures outlined in the Dublin Municipal Code Section 7.28.450.

If, pursuant to said procedures for paid building permits, a refund is no longer available, and if, within 10 years of the original payment of the Fees, new building permits are issued for a project on the subject property, the developer of the new project shall be required to pay only the difference between the amount of the Fees that were originally paid, and the amount of the Fees in effect at the time of issuance of building permits for the new project. This calculation of the difference in Fee amounts shall be done on a Fee by Fee basis. Thus, if any one Fee is reduced or eliminated between the time of the original payment and the issuance of building permits for the new project, the original payment amount for that reduced or eliminated Fee shall not be included in the calculation of the amount owed for the other Fees.

B. Annual Review of Fee Collection

The City has existing procedures for complying with State Law in regards to accounting for developer Fees. The Finance Department will maintain records to provide the following items:

- A brief description of the Fee;
- An identification of the improvements and the percentage of cost of the improvements which the Fee will be expended upon; and
- For improvements which are funded and yet to be completed, an identification of an expected date by which construction of the facilities will commence.

C. Funds and Accounting

The City will incorporate the following items into its accounting procedures, which are the responsibility of the Finance Department:

- The City will maintain a separate fund for the collection and expenditure of Fees.
- The City will allocate interest to Fees collected in the fund based upon month end cash

balances.

- The City will identify, in accordance with State Law, the beginning and ending balance of the funds held for the Fee as of fiscal year end.
- The City will identify the amount of Fees collected and interest earned in each fiscal year for Fees.
- The City will provide a description and accounting of any inter-fund transfers made by the Fee fund.
- The City will calculate reimbursements annually within 180 days of each fiscal year end.
- The City will file an annual accounting of all development impact fees with the City Council and for public inspection within 180 days of each fiscal year end.

D. Exemptions

1. Total Exemption. The following types of development will be exempt from the collection of Fees:

- a) Any alteration or addition to a residential structure, except to the extent that a residential unit (e.g., second dwelling unit) is added to a single-family unit, or another unit is added to an existing multi-family building.
- b) Any replacement or reconstruction of an existing single-family residential structure that has been destroyed or demolished. This exception shall not apply to the extent that the replacement or reconstruction includes the addition of a residential unit (e.g., second dwelling unit).
- c) Any replacement or reconstruction of an existing multi-family residential structure without changing the use type as a residential structure that is not part of a mixed used development and that has been destroyed or demolished. This exception shall not apply to the extent that the replacement or reconstruction increases the number of residential units on the property.
- d) Eastern Dublin Transportation Impact Fee only. Some of the retail uses within the Eastern Dublin Transit Center and the Fairway Ranch High-Density Residential Development may be considered ancillary to the adjoining residential uses and therefore may not generate outside vehicle trips. The Public Works Director shall provide the final determination of land uses that could be considered ancillary. If a land use is found to be not completely ancillary, an appropriate Fee per trip will be charged in accordance with the provisions of these guidelines.
- e) The City Council, in its sole discretion, may waive the applicability of the Fee to certain development constructed or to be constructed by a public entity on land having an

appropriate General Plan land use designation upon findings of the City Council that such a waiver is in the interest of the public health, safety, and/or welfare, for reasons specified in the findings.

- f) Any alteration or addition to a non-residential building or structure resulting in a net increase of no more than 500 square feet.
- g) Any Accessory Dwelling Unit (ADU) that is less than 750 square feet in size per the requirements of Assembly Bill 345.

2. Partial Exemption – Applicable only to Western Dublin and Eastern Dublin TIF

A partial exemption may be granted based on prior Fees paid as follows:

If after paying the Fees for a specific development project, the project is demolished and replaced by a new type of development, an exemption may be given for up to the amount which was paid by the prior development project. In the event that the replacement project would result in a lower Fee, the new development shall not accrue any unused credit or reimbursement rights. Any change in use outside of the establishment of the Fee program shall be obligated to pay the entire Fee except to the extent that another exemption applies. Any Transportation Impact Fees will be calculated using the procedures outlined in these Guidelines.

E. Administrative Fees

Developers will pay the City administrative fees, provided the fees are established in the City's Master Fee Schedule, to cover the costs associated with:

- The establishment of the credit/reimbursement agreement
- Credit transfers
- Annual credit/Right to Reimbursement maintenance and monitoring

F. Minimum Cash Payment – Applicable to the Eastern Dublin TIF

The minimum cash payment for the Eastern Dublin Transportation Impact Fee shall be 11% of the total Fee due (Resolution 144-21). Developers may utilize credits for the remainder of the Fee, if authorized by the Guidelines.

VI. Developer Fee Credits

This section applies only to the Western Dublin Transportation Impact Fee, Eastern Dublin

Transportation Impact Fee, Public Facilities Fee, Fire Facilities Fee, Non-Residential Affordable Housing Impact Fee, and the definitions contained in the Resolutions establishing and amending said Fees shall apply. Unless otherwise indicated, all references to the "Fee" or "Fees" in this section shall mean only the Western Dublin Transportation Impact Fee, Eastern Dublin Transportation Impact Fee, Public Facilities Fee, Fire Facilities Fee, and Non-Residential Affordable Housing Impact Fee.

A. General

This section establishes the authority for providing credits and/or reimbursement to developers who construct and/or dedicate any of the improvements and facilities for which the Fees are imposed. When such public improvements and facilities are constructed and/or dedicated by a developer, the developer shall be given a credit when appropriate to be applied against the Fees due for the development project. The amount of the credit shall be determined pursuant to these Guidelines. If the amount of the credit is greater than the Fees due for the development project, the developer may, subject to the restrictions described herein, use the credit toward the Fees for another development project or transfer the credit to another eligible developer in accordance with these guidelines. If the developer cannot use or transfer the credit within 10 years, then the credit will convert to a reimbursement right unless the developer first extends the credits as provided for in Section VI.G of these Guidelines.

B. Fee Credit/Reimbursement Agreement Required

The allotment of Fee credits and/or provision for a reimbursement will only occur in accordance with a written credit/reimbursement agreement between the City and the developer responsible for the construction of the Fee facilities or dedication of land.

1. All Fee credits will be granted by use of a standard agreement approved by the City Attorney.
2. This credit/reimbursement agreement will be entered into at the time the improvements are secured and/or the right-of-way is accepted for dedication. The terms of this agreement may, at the City's discretion, be included in the agreement entered into with the City to secure certain public improvements as contained on a Final Parcel Map or Final Subdivision Map.
3. Any credits, which are unused within 10 years following their creation, pursuant to Section VI.G.a of these Guidelines, shall convert to a right to reimbursement, unless the developer first extends the credits as provided for in Section VI.G.b of these Guidelines.

4. Neither a credit nor the right to reimbursement shall either be increased for inflation or accrue interest. The park land right to reimbursement amount shall be based on land value at the time of dedication.
5. Credits are transferable, with the written approval of the City Manager, provided that the administrative fee is paid, as specified in these Guidelines.
6. The developer will sign the fee credit/reimbursement agreement attesting that it obtained a copy of these Guidelines and they were read, understood, and accepted.
7. Prior to the 2021 Update, the Eastern Dublin Transportation Impact Fee distinguished between Section I and Section II improvements and, therefore, credits earned by Section I and Section II improvements could only be used to offset fees for that same category. These distinctions were eliminated in the 2021 Update to the Eastern Dublin Transportation Fee. After the effectiveness of the 2021 Update to the Eastern Dublin Transportation Fee, any previously created credits that were denominated “Section I” or “Section II” credits can be used to satisfy Eastern Dublin Transportation Impact Fee obligations for which credits can be used.
8. With respect to the Eastern Dublin Transportation Impact Fee, no Fee credits shall be established for the "Residential BART Garage Fee" (formerly known as “Section II Residential BART Garage”) component of the Fee. Payments from those monies shall be made in accordance with subsection VI.L below.
9. With respect to the Public Facilities Fee, the City Manager may approve the conversion of credits from one park land category to another park land category based on the land values conversion ratio or may approve the conversion of credits from one park improvement category to another park improvement category. Park land credits cannot convert to park improvement credits nor can park improvement credits convert to park land credits. Any such conversion shall require an amendment to the credit/reimbursement agreement that documents the existing credits or a new credit/reimbursement agreement if the credits have not been documented. Requests for conversion under this section must be made in writing and the decision to approve or deny a request is made at the sole discretion of the City Manager. The City Manager shall approve the conversion only if he or she finds that the conversion would not materially change the Public Facilities Fee program's ability to deliver the acreage in each category specified in the program. This provision does not apply to any other category in the Public Facilities Fee program.

C. Calculating the Fee Credits

1. General

The fee credit/reimbursement agreement will identify the total credit for Fee improvements/facilities constructed or land dedicated for a particular development project.

The contributed land or improvements must be the facilities described in the applicable Fee Resolutions and/or any subsequent replacement resolutions. There must be a minimum value of \$50,000 in improvements and/or right of way dedicated before credits will be allotted to a developer.

2. Determination of Value

The Public Works Director will determine the value of the contributed improvements/facilities based upon improvement plans submitted by the developer and approved by the City, which plans shall quantify the size of the Fee facilities to be constructed or dedicated. It is recognized that, in some cases, the scope of construction or dedication will not exactly match the Fee facilities shown in the exhibits to the Fee Resolution.

The credits will be the lesser of the following: a) the estimated cost of the improvements as noted in the Resolution and/or any subsequent replacement resolution; or b) the prorated value of the improvement using the standard cost measurements in the Resolution and/or any subsequent replacement resolution. The Fee credits cannot exceed the cost estimates of the improvements in the most recent Fee study and resolution. In no case shall the fee credits include facility financing costs. See **Appendix A** for illustrative examples 1 through 6, which pertain to this section.

D. Use of Fee Credits

1. Credits expire when used or 10 years from the date of the credit/reimbursement agreement, whichever occurs first.
2. Developer can request that a credit exists in perpetuity, with the exception of the Fire Facilities Fee. To exercise this option, developer must make a written request to the City Manager or designee, and the credit will not be eligible to convert to a right to reimbursement.

The value of the credits will be listed in the agreement and applied as credits to the Fees as authorized by the developer. The City's Finance Department will keep record of credit utilization and balance.

3. Only the developer who builds or dedicates the Fee facilities will be entitled to the original or initial credits, until such time as they may be transferred in accordance with these Guidelines.

E. Use of Fee Credits requires Completion of Facility or Performance Bonds

Fee credits cannot be used by the developer until the developer has either:

1. Dedicated the land or constructed improvements/facilities representing the credits to the

City; or

2. Provided the City with a performance bond and a labor and materials bond or other adequate security to ensure that the improvements will be constructed prior to the first Certificate of Occupancy for any building that is part of the project. The performance bond or other security shall be in an amount equal to 100% of the engineer's estimated cost to construct the improvements and the labor and materials bond shall be written by a surety licensed to conduct business in the State of California and approved by the City Manager or designee. See **Appendix A** for illustrative example 7, which pertains to this section.

F. Transferring of Credits

1. The original holder of credits can request a transfer of credits to a person owning an interest in property that is subject to the same category of the Fee in question. Such transactions shall be subject to an administrative fee, which shall cover the City's administrative costs associated with the credit transfer. The administrative fee shall be established in the City's Master Fee Schedule.
2. There is no limit on the number of times that credits can be transferred between developments.
3. In certain circumstances, and as required in the interest of equity, the City Manager may, at his or her sole discretion, authorize the transfer of credits to a person who does not own an interest in property subject to the Fee.

G. Options At or Prior to Expiration of Credit Life

At or prior to expiration of the credit, the developer has the following options:

- a) The expired unused fee credit shall automatically convert to a reimbursement right as provided for under these Guidelines unless developer submits a written request for extension no more than six (6) months prior and no less than three (3) months prior to the credit expiration date or with City Manager's approval if the request passes the City's required timeframe. The period for right to reimbursement extends 10 years from the date of expiration.
- b) As an alternative, developer can request that credits, other than credits created under the Fire Facilities Fee, exist in perpetuity and not convert to a right to reimbursement. To exercise this option, developer must make a request, in writing, no more than six (6) months prior and no less than three (3) months prior to credit expiration, or with City Manager's approval if the request passes the City's required timeframe. Developer must secure a written approval from the City Manager or designee for the request. Credits cannot be re-converted to a right to reimbursement.

- o Developers that have Fire Facilities Fee credits that would exist in perpetuity may request that the credits be converted to a right to reimbursement with approval, in writing, by the City Manager.

H. Reimbursement Rights (Excluding Eastern Dublin Transportation Impact Fee Residential BART Garage Fees)

Reimbursement rights are created from the conversion of Fee credits, which occurs 10 years after the initial date of the credit/reimbursement agreement, or after credit extension. Right to reimbursement life is 10 years. Reimbursement rights are subject to the following specific guidelines:

1. Reimbursement will only be from funds that were collected in payment of the same Fee as the one for which a developer is seeking reimbursement.
2. The City will determine the amount of funds available for reimbursement on an annual basis based on Fee programs, such as the Eastern Dublin Transportation Impact Fee and Western Dublin Transportation Impact Fee, and the Public Facilities Fee programs.

I. Process for Reimbursement of Reimbursement Rights

1. Determination of Funds Available for Reimbursement

Within 180 days of the end of each fiscal year, the Finance Department will make an accounting of all Fees collected for the fiscal year that just ended. The Finance Department will also determine, for each of the Fees, the amount of Fee funds that are unspent and unplanned. The remaining funds (the reimbursement set-aside) will be used to reimburse holders of reimbursement rights for facilities already contributed, if any such reimbursement rights exist.

2. Allocating the Reimbursement Set-Aside to Outstanding Reimbursement Rights

In the event that the City designates that a reimbursement set-aside is available, 50% will be used to pay the oldest reimbursement right outstanding. If the oldest right is paid off before this portion of funds is entirely consumed, then the balance of the 50% will go toward the next oldest right. This portion of reimbursement set-aside funds will be allocated according to this method until it is exhausted. The other half of the reimbursement set-aside will be allocated to all remaining reimbursement rights on a pro-rata basis according to their amounts outstanding, including the remaining un-reimbursed portion of the oldest agreement. Unused reimbursement set-aside funds will not be carried over to another fiscal year. See **Appendix A** for illustrative example 7, which pertains to this section.

This guideline does not apply to any Fire Facilities Fee reimbursement that was converted from a credit in perpetuity. Upon such conversion, the City Manager shall have the authority, in writing, to establish the right to reimbursement priorities for rights of

reimbursement.

J. Procedures for Construction of Designated Facilities by Developers

1. With respect to the Western Dublin Transportation Impact Fee and the Eastern Dublin Transportation Impact Fee, the improvements requested to be constructed or dedicated must be submitted for approval in writing to the Public Works Director no later than 30 calendar days prior to the approval of the Final/Parcel Map on the development project. Absent a Map, a letter must be submitted for approval prior to the approval of the improvement agreement. The submittal of the improvement plans and/or description of area to be dedicated shall be in sufficient detail, as determined by the Public Works Director, for the Public Works Director to make a determination regarding the approval. The developer constructing or dedicating improvements in lieu of paying a portion of the Fee must post a performance bond before the issuance of any grading and/or building permits for the construction of the improvements.
2. With respect to the Public Facilities Fee (PFF), developers may, with City approval, be permitted to design and construct facilities included in the PFF program. The design and construction materials/methods must be in accordance with standard City specifications, and City inspectors shall be responsible for construction inspection throughout the duration of the construction period. The PFF Facilities to be constructed or dedicated by the developer must be submitted for approval in writing to the Public Works Director no later than 30 calendar days prior to the approval of the Final/Parcel Map or improvement program on the development project. The submittal of the improvement plans and/or description of area to be dedicated shall be in sufficient detail, including the layout of timeline/milestones of the construction, as determined by the Public Works Director, for the Public Works Director to make an informed determination regarding the approval. The developer constructing or dedicating PFF Facilities in lieu of paying a portion of the Fee must post a performance bond and a labor and materials bond before the issuance of any grading and/or building permits for the construction of the PFF Facilities.

K. Guidelines for Issuing Trip Credits for Transportation Impact Fees

1. Trip credit shall be determined by the City based upon the adopted trip generation rates as specified in the Fee program. See **Appendix A** for illustrative examples 8 through 11, which pertain to this section.
2. Trip credits shall follow the land use and not the user. For example, assume User X relocates from Space A to Space B, both of which are located within the Western Dublin TIF area. User X shall not receive trip credit for vacating Space A. User X shall be charged the appropriate TIF amount for moving into Space B, subject to receiving trip credit as specified below. Similarly, the appropriate TIF amount shall be charged to the next user of

Space A, subject to the appropriate trip credit.

3. Trip credit associated with unoccupied space shall be issued based on the most recent land use if the building has been vacant prior to the date when a use permit is issued to the new user.
4. TIF calculations/trip credit for uses, other than Urgent Care Medical Office, located within a general office building that houses multiple tenants (such as professional services, insurance companies, investment brokers, bank or savings and loan institutions, medical offices, restaurant or cafeteria, retail facilities, etc.) shall be based upon a uniform trip generation rate for Standard Commercial Office as specified in the Fee Program. For Urgent Care Medical Office use within a general office building, the trip generation rate for Clinic, as specified in the Fee program, shall be used to calculate the TIF and the trip credit.
5. Trip credit for uses located within a shopping center containing retail stores, as well as non-merchandising facilities (such as office buildings, movie theaters, restaurants, post offices, banks, health clubs, recreational facilities, etc.) shall be based upon a uniform trip generation rate for the appropriate type of Shopping Center as specified in the Fee program.

L. Eastern Dublin Transportation Impact Fee - Residential BART Garage

1. Payment to Alameda County Surplus Property Authority (ACSPA) for \$6 million of BART Garage Costs (Residential BART Garage, formerly known as Section II Residential BART Garage).

With respect to the Eastern Dublin Transportation Impact Fee, payment of Residential BART Garage Fees, payment shall be made to the Alameda County Surplus Property Authority (ACSPA), which is responsible for the parking garage construction and dedication of the improvement to the Bay Area Rapid Transit (BART) District for public use. Except for interest earned on Residential BART Garage fees prior to distribution, the maximum amount to be paid to ACSPA shall not exceed six million dollars (\$6,000,000) . Payment to Alameda County Surplus Property Authority is subject to the following specific guidelines:

- a) The maximum to be disbursed from Fees collected shall be six million dollars (\$6,000,000), which amount shall not be increased for any reason including inflation. In addition, any accrued interest pending disbursement shall be disbursed to ACSPA.
- b) Disbursement will be only from the Eastern Dublin Transportation Impact Fee Residential BART Garage Fee and will not come from any other source including the City's General Fund.
- c) The amount disbursed will depend on the payment of fees by development subject to the fee. There is no guarantee that ACSPA will receive a total of six million dollars

(\$6,000,000).

- d) The City will determine and report on an annual basis to ACSPA, the amount of funds collected from the Residential BART Garage Fee and the amount available for disbursement, including interest accrued prior to disbursement, if any.
 - e) The procedure for distributing the disbursements to ACSPA is described below.
2. Process for Payment to ACSPA - Residential BART Garage Fee Funds
- a) Initial Distribution of Residential BART Garage Fee Funds
 - i. Once the BART Garage has been accepted by BART and made available for public use, the ACSPA shall provide to the City a written certification of the completion of the BART Garage.
 - ii. Within 45 days of receipt of the certification described above, City shall calculate the balance of funds available in Residential BART Garage fee, as of the first day of the month preceding the date of the notice. City shall also calculate and account for accrued interest based on the quarterly balance of Residential BART Garage Fees and the earning rate applied to pooled funds managed by the City. City shall remit to ACSPA the funds as calculated along with a report showing the maximum remaining Fees that may be paid to ACSPA.
 - iii. Thereafter, funds shall be distributed on an annual basis as described below.
 - b) Annual Determination of Residential BART Garage Fee Funds Available for Payment
 - i. Within 180 days of the end of each fiscal year, the Finance Department will make an accounting of all Residential BART Garage Fees collected, and not previously disbursed, for the fiscal year that just ended. This shall include accrued interest.
 - ii. The City shall distribute to ACSPA, Residential BART Garage Fees available, to the extent that the total distribution including previous payments, excluding any amounts paid as interest, does not exceed the maximum amount described above.
 - iii. The Finance Department shall annually report to the ACSPA the current balance remaining in Residential BART Garage Fees that may be paid.

Appendix A: Illustrative Examples

Illustrative Example 1 (Eastern Dublin Transportation Impact Fee or Western Dublin Transportation Impact Fee): Assume that a developer dedicates land for the partial widening of a major street to offset the Fees due from a development project. To qualify for a credit, this roadway widening project must be included in the relevant Transportation Impact Fee program. The land dedication to be applied for a Fee credit shall not include improvements immediately adjacent to the development project, as these improvements are entirely the responsibility of the developer and are not to be funded by the Fee. To qualify for a credit for the improvements immediately adjacent to the development project, these improvements must be included in the relevant Fee program. The Resolution used a standard cost measurement on the current value per square foot for right-of-way dedication in calculating the TIF. The Fee credits due to the developer can be calculated by determining the square footage of the land to be dedicated multiplied by the proper square foot cost measurement after automatic annual adjustments based on the change in land acquisition costs.

Illustrative Example 2 (Western Dublin Transportation Impact Fee): A developer constructing multi-family homes contributes traffic signal improvements (TIF improvement) valued at \$200,000. Assume that the Fee at the time totals \$2,497 per dwelling unit. The credit of \$200,000 will cover approximately 80.10 dwelling units. When the building permit is issued for the 81st dwelling unit, the developer will have used up the credit and will have to begin paying the Fee.

Illustrative Example 3 (Eastern Dublin Transportation Impact Fee): A developer constructing single-family homes has a fee credit of \$200,000 from previous construction of improvements that were part of the prior Section I Eastern Dublin TIF program. The Eastern Dublin TIF program no longer makes a distinction between Section I and Section II improvements. The Fee credits can be used to offset the developer's future Eastern Dublin TIF obligations as allowed per the minimum cash payment requirement (see section V.F. of these Guidelines). Assume that the Eastern Dublin TIF at the time totals \$13,613 per home. The credit of \$200,000 can be used against the developer's Eastern Dublin TIF obligation and will cover approximately 14.69 homes. When the building permit is issued for the 15th home, the developer will have used up the credit and will have to begin paying the Eastern Dublin TIF.

Illustrative Example 4 (Public Facilities Fee): Assume that a developer improves 10 acres of land for a planned 20-acre community park to offset the Fees due for the Community Parks Improvement Fee component. The last adopted Fee study used a standard cost estimate of \$1,320,000 per acre for calculating the cost of improved community park land. The Fee credit due to the developer will be calculated using this cost estimate (10 acres, \$1,320,000 per acre = \$13,200,000).

Illustrative Example 5 (Public Facilities Fee): A developer constructing single-family homes in Dublin contributes neighborhood park improvements valued at \$200,000. The Neighborhood Parks Improvements portion of the Fee for a single-family home is \$3.98 of the total Fee of \$19.27. The developer must pay a Fee of \$15.29 per square foot of each single-family home (total Fee of \$19.27 less credit of \$3.98) until the \$200,000 credit is used up. This credit will cover the Neighborhood Parks Improvements component of the Fee for the first 50,251 square feet of single-family homes constructed ($\$200,000 / \$3.98 = 50,251$). When the developer applies for the building permit for the home that exceeds 50,251 square feet, he or she will begin paying this component of the Fee with the balance of the Public Facilities Fee due for the project.

Illustrative Example 6 (Eastern Dublin Transportation Impact Fee or Western Dublin Transportation Impact Fee): A developer is constructing certain street improvements, which will be dedicated to the City to offset a portion of the Fee. The improvements are a project in the Fee Program. The developer supplies the City with a right-of-way conveyance, a performance bond, and a labor and materials bond for the completion of the street improvements. Fee credits can be used in advance of completing the improvements, since the City is assured that the land will be dedicated and the improvements will be completed.

Illustrative Example 7 (Eastern Dublin Transportation Impact Fee): During one fiscal year, the City collects \$88,000 in Fees for Eastern Dublin TIF improvements. The total outstanding reimbursements owed for the Eastern Dublin TIF are \$100,000 to the following developers:

Developer A (the oldest agreement):	\$50,000
Developer B:	\$20,000
Developer C:	\$30,000

For the upcoming fiscal year, the City retains \$44,000 for improvements not built by developers and allocates \$44,000 as the reimbursement set-aside to reduce current reimbursement obligations. \$22,000 (50% of the \$44,000) of the reimbursement set-aside is used to pay Developer A, who holds the oldest agreement. Developer A now has \$28,000 of outstanding reimbursements (beginning balance of \$50,000 less the \$22,000 payment). The other half of the reimbursement set-aside (\$22,000) is allocated proportionally to all three parties who currently hold reimbursement rights as follows:

Holder of Reimbursement	Current Value of Reimbursement Owed	Percent of Total Reimbursements Outstanding	Amt. of \$22,000 Reimbursement Distributed	Reimbursement Balance Remaining
Developer A	\$28,000	35.90%	\$7,898.00	\$20,102.00
Developer B	\$20,000	25.64%	\$5,640.80	\$14,359.20
Developer C	\$30,000	38.46%	\$8,461.20	\$21,538.80
TOTAL	\$78,000		\$22,000.00	\$56,000.00

Illustrative Example 8 (Eastern Dublin Transportation Impact Fee or Western Dublin Transportation Impact Fee): User X moves his/her fast food restaurant business into an individual (standalone) building located within the TIF area. Previous use of the building consisted of a sit-down restaurant, which was vacated prior to User X obtaining his/her use permit. Would User X be entitled to trip credit?

Answer: Yes, he/she would be entitled to trip credit for the previous sit-down restaurant use which generates fewer trips than a fast food restaurant. User X would pay TIF based on the net trips estimated for his/her project.

Illustrative Example 9 (Eastern Dublin Transportation Impact Fee or Western Dublin Transportation Impact Fee): User X (insurance company office) and User Y (dental office) occupy office space in two separate general office buildings (building A and building B, respectively). Both buildings are located within the Western Dublin TIF area. The two users have decided to switch office spaces (e.g., User X would relocate to the space in building B and User Y would relocate to the space in building A). Would either user be required to pay TIF?

Answer: No, because as each user moves into the other space, he/she would receive full trip credit for the previous use, based on the uniform trip generation rate for Standard Commercial Office as specified in the Fee program. Note: Although User Y operates a dental office, which generates more trips than an insurance company office (User X), the same trip generation rate (i.e., Standard Commercial Office) is used in both cases to calculate the TIF, as both uses are proposed to take place within a general office building.

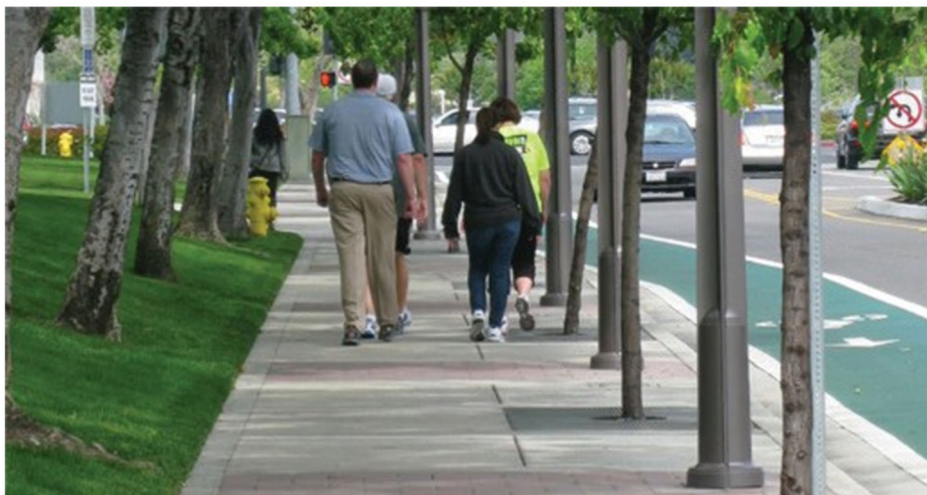
Illustrative Example 10 (Eastern Dublin Transportation Impact Fee or Western Dublin Transportation Impact Fee): User X proposes to change the use of his/her individual (standalone) space within the Western Dublin TIF area from Health Club to Bowling Center/Video Arcade. How would the TIF be determined?

Answer: The TIF would be determined based on the net change in trips estimated for the proposed

project. For example, User X would be charged TIF based on the proposed Bowling Center/Video Arcade use but would receive trip credit for the discontinued Health Club use.

***Illustrative Example 11** (Eastern Dublin Transportation Impact Fee or Western Dublin Transportation Impact Fee):* User X proposes to establish an Urgent Care Medical Office within a general office building by replacing existing retail/restaurant uses located on the first floor of the building. How would the TIF trip credit be determined?

Answer: The trip credit would be determined based on the trip generation rate for Standard Commercial Office. Note: The TIF would be based upon the increase in trips due to the proposed project (e.g., the difference between Clinic trips and Standard Commercial Office trips).

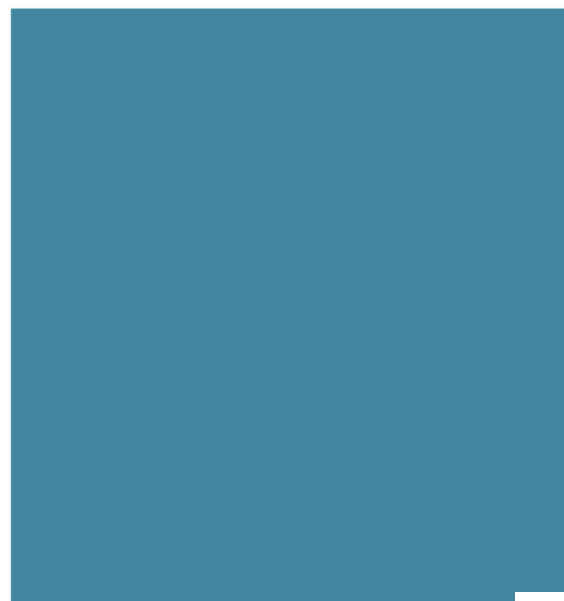


City of Dublin Consolidated Impact Fee Administrative Guidelines

~~December 2021~~ February 2024



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Document Description

Project Name	Eastern Dublin Transportation Impact Fee Update
Related Documents	City of Dublin General Plan (Amended ~~November - 2014~~ <u>February - 2022</u>), Downtown Dublin Specific Plan (Amended - ~~October 2014~~ <u>January -2024</u>), City of Dublin Bicycle and Pedestrian Master Plan (Updated ~~October— 2014~~ <u>January - 2023</u>)
Document Name	Consolidated Impact Fee Administrative Guidelines
File Path	G:\TRANSPORTATION\TIF\Eastern Dublin\2021\12062021_materials_F&P
Date Document Approved	~~December 21, 2021~~ <u>February 6, 2024</u>

Amendment Control

City Council Resolution	Amendment Date	Description of Change
122-13	07/16/2013	Adoption of Consolidated Impact Fee Guidelines, Superseding previously adopted individual fee program guidelines
117-14	07/15/2014	Extension of Credit Life and Right-to-Reimbursement
111-15	06/16/2015	Extension of Credit for Perpetuity, Right-to-Reimbursement, and Park Credit Conversion
147-16	09/06/2016	Western Dublin Transportation Impact Fee Update
109-17	08/05/2017	Fire Facilities Fee Credit and Right-to-Reimbursement
144-21	12/21/2021	Eastern Dublin Transportation Impact Fee
~~—-24~~	<u>02/06/2024</u>	<u>Removal of three (3) years or less vacancy requirement for unoccupied space for issuance of trip credits and inclusion of Minimum Cash Payment</u>

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Appendix A: Illustrative Examples

CITY OF DUBLIN CONSOLIDATED IMPACT FEE ADMINISTRATIVE GUIDELINES

I. Introduction/Overview

These City of Dublin Consolidated Impact Fee Administrative Guidelines “Guidelines” apply to the Western Dublin Transportation ~~(formerly known as the Downtown Traffic)~~ Impact Fees (adopted by the City Council of the City of Dublin through Resolution 210-04 and as subsequently amended), the Eastern Dublin Transportation ~~(formerly known as the Eastern Dublin Traffic)~~ Impact Fees (adopted by the City Council of the City of Dublin through Resolution 1-95 and as subsequently amended), the Public Facilities Fees (adopted by the City Council of the City of Dublin through Resolution 32-96 and as subsequently amended), the Fire Facilities Fees (adopted by the City Council of the City of Dublin through Resolution 37-97 and as subsequently amended), the Noise Mitigation Fee (adopted by the City Council of the City of Dublin through Resolution 33-96 and as subsequently amended), and the Non-Residential Development Affordable Housing Impact Fee (adopted by the City Council of the City of Dublin through Resolution 70-05 and as subsequently amended) which fees are, unless otherwise provided, hereinafter referred to as the "Fee" or "Fees." Except as otherwise provided herein, terms used in these Guidelines shall be defined in the same manner as such terms are defined in the Resolution.

The application of these Guidelines will, at times, refer to various reference documents adopted by the City of Dublin. These documents include the City's General Plan, Specific Plans, and the most recent Impact Fee Studies. Such reference documents are subject to change and may affect the application of these Guidelines.

II. Authority of City Manager to Interpret Situations Not Covered

Should situations arise not covered by these Guidelines, the City Manager will have the authority to determine how the resolutions, ordinances, guidelines, and agreements will be administered. Such interpretations by the City Manager will be in writing, and the City Manager’s determination will be final and not appealable.

III. Fee Administration

A. Responsible Departments

The ~~Administrative Services~~Finance Department serves as the lead department to gather and coordinate the information necessary to calculate the Fee. The Community Development Department is responsible for determining the intended land use. The Public Works Department is responsible for determining the number of vehicle trips assigned to the project.

B. Effective Fees

The Fee will be collected at the filing of final map and/or at the issuance of building permit for the development project, unless otherwise provided in the applicable Fee Resolution, or developer enters into a fee deferral agreement with the City. This section shall be applicable whether the Fees are paid in cash or a credit is used.

C. Basis for Calculating Fees for Projects not Covered in Fee Resolutions

The Fees for projects will be calculated as provided for in the Fee Resolutions. However, in certain circumstances, the applicable resolutions may not appropriately reflect or apply to a particular project. Examples of this situation could include, but not be limited to mixed use projects or projects that involve land uses that are not included in the Resolution. In those situations, the Guidelines presented in this section will be applied.

For non-residential development projects in which the land use is not included in the definitions contained in the applicable Fee Resolution, the Community Development Director will determine which of the defined categories is appropriate, maintaining as much consistency as possible with the definition of such terms.

For mixed-use development projects in all Fee programs other than the Western Dublin Transportation Impact Fee, the Community Development Director will determine the projected percentage of each of the uses at the time of Final Map, other appropriate entitlement, or building permit is approved. The Fee will be calculated on a pro-rata basis for each different land use. If the project contains both residential and non-residential portions, the Fee will be based upon the residential per dwelling unit ~~fee~~or per square foot schedule for the residential portion and the non-residential per square foot schedule for the non-residential portion. (Note that the Western Dublin Transportation Impact Fee directly addresses the effects of mixed-use development.)

If the use(s) are unknown at the time of obtaining a building permit and the building permit does not include adequate interior details to determine the intended use, the use for the initial fee calculation purposes will be determined by the Community Development Director. Any Fee discrepancy as a result of a different final use of the property will be calculated and reconciled at the time that a building permit is issued for interior tenant improvements. Such reconciliation may result in an additional Fee or a partial refund of previously paid Fee(s). This fee calculation shall be at the rate in effect at the issuance of building permit.

Quasi-public uses (churches, non-profit organizations, etc.) shall be subject to the Fees. For these uses, the Community Development Director will determine which of the categories most appropriately reflects the land use and allocate the project to this category. Affordable housing projects developed by government agencies and/or non-profit entities will be subject to the same Fees that are assessed on private residential development.

Where the Fee in question is calculated based on trips generated, the Fee Schedule of the applicable Approving Resolution for the Fee will define appropriate trip rates to be used for the calculation of the Fees. If an applicant disagrees with the Fee calculated based on trips generated by the proposed project per respective Fee program, including but not limited to quasi-public uses, applicant may make a written request to the Public Works Director, requesting that the City undertake a specific traffic study for the purpose of determining the estimated trip generation of the proposed development project. The applicant shall be responsible for all costs associated with the study.

If the Public Works Director determines that the land use of the proposed development project is not appropriately reflected in the Fee Schedule to the Resolution or that the intensity of the proposed land use is not consistent with the adopted land use categories in the Fee Schedule to the Resolution, the Public Works Director will have the option of requiring a traffic analysis or utilizing an existing relevant study for the purpose of determining the estimated trip generation of the proposed development project. The applicant shall be responsible for all costs associated with the study.

IV. Payment Records

The ~~Administrative Services~~Finance Department will record the payment of the Fees. Records will be maintained to comply with refunding requirements as prescribed by State Law. The ~~Administrative Services~~Finance Department will obtain a mailing address from each payor, as well as the applicable Assessor's Parcel Number, and will note the payor as the entity or person whose name appears as the applicant for the building permit. The ~~Administrative Services~~Finance

Department will maintain the records for a period of 10 years from their collection, unless a legal mandate exists for a longer retention.

V. Other Miscellaneous Administrative Guidelines

A. Refunds

Refunds of Fees associated with withdrawn applications or projects on which construction has not commenced, will be done in accordance with the procedures outlined in the Dublin Municipal Code Section 7.28.450.

If, pursuant to said procedures for paid building permits, a refund is no longer available, and if, within 10 years of the original payment of the Fees, new building permits are issued for a project on the subject property, the developer of the new project shall be required to pay only the difference between the amount of the Fees that were originally paid, and the amount of the Fees in effect at the time of issuance of building permits for the new project. This calculation of the difference in Fee amounts shall be done on a Fee by Fee basis. Thus, if any one Fee is reduced or eliminated between the time of the original payment and the issuance of building permits for the new project, the original payment amount for that reduced or eliminated Fee shall not be included in the calculation of the amount owed for the other Fees.

B. Annual Review of Fee Collection

The City has existing procedures for complying with State Law in regards to accounting for developer Fees. The ~~Administrative Services~~Finance Department will maintain records to provide the following items:

- A brief description of the Fee;
- An identification of the improvements and the percentage of cost of the improvements which the Fee will be expended upon; and
- For improvements which are funded and yet to be completed, an identification of an expected date by which construction of the facilities will commence.

C. Funds and Accounting

The City will incorporate the following items into its accounting procedures, which are the responsibility of the ~~Administrative Services~~Finance Department:

- The City will maintain a separate fund for the collection and expenditure of Fees.
- The City will allocate interest to Fees collected in the fund based upon month end cash balances.
- The City will identify, in accordance with State Law, the beginning and ending balance of the funds held for the Fee as of fiscal year end.
- The City will identify the amount of Fees collected and interest earned in each fiscal year for Fees.
- The City will provide a description and accounting of any inter-fund transfers made by the Fee fund.
- The City will calculate reimbursements annually within 180 days of each fiscal year end.
- The City will file an annual accounting of all development impact fees with the City Council and for public inspection within 180 days of each fiscal year end.

D. Exemptions

1. Total Exemption. The following types of development will be exempt from the collection of Fees:

- a) Any alteration or addition to a residential structure, except to the extent that a residential unit (e.g., second dwelling unit) is added to a single-family unit, or another unit is added to an existing multi-family building.
- b) Any replacement or reconstruction of an existing single-family residential structure that has been destroyed or demolished. This exception shall not apply to the extent that the replacement or reconstruction includes the addition of a residential unit (e.g., second dwelling unit).
- c) Any replacement or reconstruction of an existing multi-family residential structure without changing the use type as a residential structure that is not part of a mixed used development and that has been destroyed or demolished. This exception shall not apply to the extent that the replacement or reconstruction increases the number of residential units on the property.
- d) Eastern Dublin Transportation Impact Fee only. Some of the retail uses within the Eastern Dublin Transit Center and the Fairway Ranch High-Density Residential Development may be considered ancillary to the adjoining residential uses and therefore may not generate outside vehicle trips. The Public Works Director shall provide the final determination of land uses that could be considered ancillary. If a land use is found to be not completely ancillary, an appropriate Fee per trip will be charged in accordance with the provisions of these guidelines.

- e) The City Council, in its sole discretion, may waive the applicability of the Fee to certain development constructed or to be constructed by a public entity on land having an appropriate General Plan land use designation upon findings of the City Council that such a waiver is in the interest of the public health, safety, and/or welfare, for reasons specified in the findings.
- f) Any alteration or addition to a non-residential building or structure resulting in a net increase of no more than 500 square feet.
- g) Any Accessory Dwelling Unit (ADU) that is less than 750 square feet in size per the requirements of Assembly Bill 345.

2. Partial Exemption – Applicable only to Western Dublin and Eastern Dublin TIF

A partial exemption may be granted based on prior Fees paid as follows:

If after paying the Fees for a specific development project, the project is demolished and replaced by a new type of development, an exemption may be given for up to the amount which was paid by the prior development project. In the event that the replacement project would result in a lower Fee, the new development shall not accrue any unused credit or reimbursement rights. Any change in use outside of the establishment of the Fee program shall be obligated to pay the entire Fee except to the extent that another exemption applies. Any Transportation Impact Fees will be calculated using the procedures outlined in these Guidelines.

E. Administrative Fees

Developers will pay the City administrative fees, provided the fees are established in the City's Master Fee Schedule, to cover the costs associated with:

- The establishment of the credit/reimbursement agreement
- Credit transfers
- Annual credit/Right to Reimbursement maintenance and monitoring

F. Minimum Cash Payment – Applicable to the Eastern Dublin TIF

The minimum cash payment for the Eastern Dublin Transportation Impact Fee shall be 11% of the total Fee due (Resolution 144-21). Developers may utilize credits for the remainder of the Fee, if authorized by the Guidelines.

VI. Developer Fee Credits

This section applies only to the Western Dublin Transportation Impact Fee, Eastern Dublin Transportation Impact Fee, Public Facilities Fee, Fire Facilities Fee, Non-Residential Affordable Housing Impact Fee, and the definitions contained in the Resolutions establishing and amending said Fees shall apply. Unless otherwise indicated, all references to the "Fee" or "Fees" in this section shall mean only the Western Dublin Transportation Impact Fee, Eastern Dublin Transportation Impact Fee, Public Facilities Fee, Fire Facilities Fee, and Non-Residential Affordable Housing Impact Fee.

A. General

This section establishes the authority for providing credits and/or reimbursement to developers who construct and/or dedicate any of the improvements and facilities for which the Fees are imposed. When such public improvements and facilities are constructed and/or dedicated by a developer, the developer shall be given a credit when appropriate to be applied against the Fees due for the development project. The amount of the credit shall be determined pursuant to these Guidelines. If the amount of the credit is greater than the Fees due for the development project, the developer may, subject to the restrictions described herein, use the credit toward the Fees for another development project or transfer the credit to another eligible developer in accordance with these guidelines. If the developer cannot use or transfer the credit within 10 years, then the credit will convert to a reimbursement right unless the developer first extends the credits as provided for in Section VI.G of these Guidelines.

B. Fee Credit/Reimbursement Agreement Required

The allotment of Fee credits and/or provision for a reimbursement will only occur in accordance with a written credit/reimbursement agreement between the City and the developer responsible for the construction of the Fee facilities or dedication of land.

1. All Fee credits will be granted by use of a standard agreement approved by the City Attorney.
2. This credit/reimbursement agreement will be entered into at the time the improvements are secured and/or the right-of-way is accepted for dedication. The terms of this agreement may, at the City's discretion, be included in the agreement entered into with the City to secure certain public improvements as contained on a Final Parcel Map or Final Subdivision Map.

3. Any credits, which are unused within 10 years following their creation, pursuant to Section VI.G.a of these Guidelines, shall convert to a right to reimbursement, unless the developer first extends the credits as provided for in Section VI.G.b of these Guidelines.
4. Neither a credit nor the right to reimbursement shall either be increased for inflation or accrue interest. The park land right to reimbursement amount shall be based on land value at the time of dedication.
5. Credits are transferable, with the written approval of the City Manager, provided that the administrative fee is paid, as specified in these Guidelines.
6. The developer will sign the fee credit/reimbursement agreement attesting that it obtained a copy of these Guidelines and they were read, understood, and accepted.
7. Prior to the 2021 Update, the Eastern Dublin Transportation Impact Fee distinguished between Section I and Section II improvements and, therefore, credits earned by Section I and Section II improvements could only be used to offset fees for that same category. These distinctions were eliminated in the 2021 Update to the Eastern Dublin Transportation Fee. After the effectiveness of the 2021 Update to the Eastern Dublin Transportation Fee, any previously created credits that were denominated “Section I” or “Section II” credits can be used to satisfy Eastern Dublin Transportation Impact Fee obligations for which credits can be used.
8. With respect to the Eastern Dublin Transportation Impact Fee, no Fee credits shall be established for the "Residential BART Garage Fee" (formerly known as “Section II Residential BART Garage”) component of the Fee. Payments from those monies shall be made in accordance with subsection VI.L below.
9. With respect to the Public Facilities Fee, the City Manager may approve the conversion of credits from one park land category to another park land category based on the land values conversion ratio or may approve the conversion of credits from one park improvement category to another park improvement category. Park land credits cannot convert to park improvement credits nor can park improvement credits convert to park land credits. Any such conversion shall require an amendment to the credit/reimbursement agreement that documents the existing credits or a new credit/reimbursement agreement if the credits have not been documented. Requests for conversion under this section must be made in writing and the decision to approve or deny a request is made at the sole discretion of the City Manager. The City Manager shall approve the conversion only if he or she finds that the conversion would not materially change the Public Facilities Fee program's ability to deliver the acreage in each category specified in the program. This provision does not apply to any other category in the Public Facilities Fee program.

C. Calculating the Fee Credits

1. General

The fee credit/reimbursement agreement will identify the total credit for Fee improvements/facilities constructed or land dedicated for a particular development project. The contributed land or improvements must be the facilities described in the applicable Fee Resolutions and/or any subsequent replacement resolutions. There must be a minimum value of \$50,000 in improvements and/or right of way dedicated before credits will be allotted to a developer.

2. Determination of Value

The Public Works Director will determine the value of the contributed improvements/facilities based upon improvement plans submitted by the developer and approved by the City, which plans shall quantify the size of the Fee facilities to be constructed or dedicated. It is recognized that, in some cases, the scope of construction or dedication will not exactly match the Fee facilities shown in the exhibits to the Fee Resolution.

The credits will be the lesser of the following: a) the estimated cost of the improvements as noted in the Resolution and/or any subsequent replacement resolution; or b) the prorated value of the improvement using the standard cost measurements in the Resolution and/or any subsequent replacement resolution. The Fee credits cannot exceed the cost estimates of the improvements in the most recent Fee study and resolution. In no case shall the fee credits include facility financing costs. See **Appendix A** for illustrative examples 1 through 6, which pertain to this section.

D. Use of Fee Credits

1. Credits expire when used or 10 years from the date of the credit/reimbursement agreement, whichever occurs first.
2. Developer can request that a credit exists in perpetuity, with the exception of the Fire Facilities Fee. To exercise this option, developer must make a written request to the City Manager or designee, and the credit will not be eligible to convert to a right to reimbursement.

The value of the credits will be listed in the agreement and applied as credits to the Fees as authorized by the developer. The City's ~~Administrative Services~~ **Finance** Department will keep record of credit utilization and balance.

3. Only the developer who builds or dedicates the Fee facilities will be entitled to the original or initial credits, until such time as they may be transferred in accordance with these Guidelines.

E. Use of Fee Credits requires Completion of Facility or Performance Bonds

Fee credits cannot be used by the developer until the developer has either:

1. Dedicated the land or constructed improvements/facilities representing the credits to the City; or
2. Provided the City with a performance bond and a labor and materials bond or other adequate security to ensure that the improvements will be constructed prior to the first Certificate of Occupancy for any building that is part of the project. The performance bond or other security shall be in an amount equal to 100% of the engineer's estimated cost to construct the improvements and the labor and materials bond shall be written by a surety licensed to conduct business in the State of California and approved by the City Manager or designee. See **Appendix A** for illustrative example 7, which pertains to this section.

F. Transferring of Credits

1. The original holder of credits can request a transfer of credits to a person owning an interest in property that is subject to the same category of the Fee in question. Such transactions shall be subject to an administrative fee, which shall cover the City's administrative costs associated with the credit transfer. The administrative fee shall be established in the City's Master Fee Schedule.
2. There is no limit on the number of times that credits can be transferred between developments.
3. In certain circumstances, and as required in the interest of equity, the City Manager may, at his or her sole discretion, authorize the transfer of credits to a person who does not own an interest in property subject to the Fee.

G. Options At or Prior to Expiration of Credit Life

At or prior to expiration of the credit, the developer has the following options:

- a) The expired unused fee credit shall automatically convert to a reimbursement right as provided for under these Guidelines unless developer submits a written request for extension no more than six (6) months prior and no less than three (3) months prior to the credit expiration date or with City Manager's approval if the request passes the City's required timeframe. The period for right to reimbursement extends 10 years from the date of expiration.
- b) As an alternative, developer can request that credits, other than credits created under the Fire Facilities Fee, exist in perpetuity and not convert to a right to reimbursement. To

exercise this option, developer must make a request, in writing, no more than six (6) months prior and no less than three (3) months prior to credit expiration, or with City Manager's approval if the request passes the City's required timeframe. Developer must secure a written approval from the City Manager or designee for the request. Credits cannot be re-converted to a right to reimbursement.

- Developers that have Fire Facilities Fee credits that would exist in perpetuity may request that the credits be converted to a right to reimbursement with approval, in writing, by the City Manager.

H. Reimbursement Rights (Excluding Eastern Dublin Transportation Impact Fee Residential BART Garage Fees)

Reimbursement rights are created from the conversion of Fee credits, which occurs 10 years after the initial date of the credit/reimbursement agreement, or after credit extension. Right to reimbursement life is 10 years. Reimbursement rights are subject to the following specific guidelines:

1. Reimbursement will only be from funds that were collected in payment of the same Fee as the one for which a developer is seeking reimbursement.
2. The City will determine the amount of funds available for reimbursement on an annual basis based on Fee programs, such as the Eastern Dublin Transportation Impact Fee and Western Dublin Transportation Impact Fee, and the Public Facilities Fee programs.

I. Process for Reimbursement of Reimbursement Rights

1. Determination of Funds Available for Reimbursement

Within 180 days of the end of each fiscal year, the ~~Administrative Services~~Finance Department will make an accounting of all Fees collected for the fiscal year that just ended. The ~~Administrative Services~~Finance Department will also determine, for each of the Fees, the amount of Fee funds that are unspent and unplanned. The remaining funds (the reimbursement set-aside) will be used to reimburse holders of reimbursement rights for facilities already contributed, if any such reimbursement rights exist.

2. Allocating the Reimbursement Set-Aside to Outstanding Reimbursement Rights

In the event that the City designates that a reimbursement set-aside is available, 50% will be used to pay the oldest reimbursement right outstanding. If the oldest right is paid off before this portion of funds is entirely consumed, then the balance of the 50% will go toward the next oldest right. This portion of reimbursement set-aside funds will be allocated according to this method until it is exhausted. The other half of the reimbursement set-aside will be allocated to all remaining reimbursement rights on a pro-rata basis according to their amounts outstanding, including the remaining un-reimbursed portion of

the oldest agreement. Unused reimbursement set-aside funds will not be carried over to another fiscal year. See **Appendix A** for illustrative example 7, which pertains to this section.

This guideline does not apply to any Fire Facilities Fee reimbursement that was converted from a credit in perpetuity. Upon such conversion, the City Manager shall have the authority, in writing, to establish the right to reimbursement priorities for rights of reimbursement.

J. Procedures for Construction of Designated Facilities by Developers

1. With respect to the Western Dublin Transportation Impact Fee and the Eastern Dublin Transportation Impact Fee, the improvements requested to be constructed or dedicated must be submitted for approval in writing to the Public Works Director no later than 30 calendar days prior to the approval of the Final/Parcel Map on the development project. Absent a Map, a letter must be submitted for approval prior to the approval of the improvement agreement. The submittal of the improvement plans and/or description of area to be dedicated shall be in sufficient detail, as determined by the Public Works Director, for the Public Works Director to make a determination regarding the approval. The developer constructing or dedicating improvements in lieu of paying a portion of the Fee must post a performance bond before the issuance of any grading and/or building permits for the construction of the improvements.
2. With respect to the Public Facilities Fee (PFF), developers may, with City approval, be permitted to design and construct facilities included in the PFF program. The design and construction materials/methods must be in accordance with standard City specifications, and City inspectors shall be responsible for construction inspection throughout the duration of the construction period. The PFF Facilities to be constructed or dedicated by the developer must be submitted for approval in writing to the Public Works Director no later than 30 calendar days prior to the approval of the Final/Parcel Map or improvement program on the development project. The submittal of the improvement plans and/or description of area to be dedicated shall be in sufficient detail, including the layout of timeline/milestones of the construction, as determined by the Public Works Director, for the Public Works Director to make an informed determination regarding the approval. The developer constructing or dedicating PFF Facilities in lieu of paying a portion of the Fee must post a performance bond and a labor and materials bond before the issuance of any grading and/or building permits for the construction of the PFF Facilities.

K. Guidelines for Issuing Trip Credits for Transportation Impact Fees

1. Trip credit shall be determined by the City based upon the adopted trip generation rates as specified in the Fee program. See **Appendix A** for illustrative examples 8 through 11, which pertain to this section.

2. Trip credits shall follow the land use and not the user. For example, assume User X relocates from Space A to Space B, both of which are located within the Western Dublin TIF area. User X shall not receive trip credit for vacating Space A. User X shall be charged the appropriate TIF amount for moving into Space B, subject to receiving trip credit as specified below. Similarly, the appropriate TIF amount shall be charged to the next user of Space A, subject to the appropriate trip credit.
3. Trip credit associated with unoccupied space shall be issued ~~if, and only if, the space has been vacant for three (3) calendar years or less~~ based on the most recent land use if the building has been vacant prior to the date when a use permit is issued to the new user.
4. TIF calculations/trip credit for uses, other than Urgent Care Medical Office, located within a general office building that houses multiple tenants (such as professional services, insurance companies, investment brokers, bank or savings and loan institutions, medical offices, restaurant or cafeteria, retail facilities, etc.) shall be based upon a uniform trip generation rate for Standard Commercial Office as specified in the Fee Program. For Urgent Care Medical Office use within a general office building, the trip generation rate for Clinic, as specified in the Fee program, shall be used to calculate the TIF and the trip credit.
5. Trip credit for uses located within a shopping center containing retail stores, as well as non-merchandising facilities (such as office buildings, movie theaters, restaurants, post offices, banks, health clubs, recreational facilities, etc.) shall be based upon a uniform trip generation rate for the appropriate type of Shopping Center as specified in the Fee program.

L. Eastern Dublin Transportation Impact Fee - Residential BART Garage

1. Payment to Alameda County Surplus Property Authority (ACSPA) for \$6 million of BART Garage Costs (Residential BART Garage, formerly known as Section II Residential BART Garage).

With respect to the Eastern Dublin Transportation Impact Fee, payment of Residential BART Garage Fees, payment shall be made to the Alameda County Surplus Property Authority (ACSPA), which is responsible for the parking garage construction and dedication of the improvement to the Bay Area Rapid Transit (BART) District for public use. Except for interest earned on Residential BART Garage fees prior to distribution, the maximum amount to be paid to ACSPA shall not exceed six million dollars (\$6,000,000) ~~(six million dollars)~~. Payment to Alameda County Surplus Property Authority is subject to the following specific guidelines:

- a) The maximum to be disbursed from Fees collected shall be six million dollars (\$6,000,000), which amount shall not be increased for any reason including inflation. In addition, any accrued interest pending disbursement shall be disbursed to ACSPA.

- b) Disbursement will be only from the Eastern Dublin Transportation Impact Fee Residential BART Garage Fee and will not come from any other source including the City's General Fund.
 - c) The amount disbursed will depend on the payment of fees by development subject to the fee. There is no guarantee that ACSPA will receive a total of six million dollars (\$6,000,000).
 - d) The City will determine and report on an annual basis to ACSPA, the amount of funds collected from the Residential BART Garage Fee and the amount available for disbursement, including interest accrued prior to disbursement, if any.
 - e) The procedure for distributing the disbursements to ACSPA is described below.
2. Process for Payment to ACSPA - Residential BART Garage Fee Funds
- a) Initial Distribution of Residential BART Garage Fee Funds
 - i. Once the BART Garage has been accepted by BART and made available for public use, the ACSPA shall provide to the City a written certification of the completion of the BART Garage.
 - ii. Within 45 days of receipt of the certification described above, City shall calculate the balance of funds available in Residential BART Garage fee, as of the first day of the month preceding the date of the notice. City shall also calculate and account for accrued interest based on the quarterly balance of Residential BART Garage Fees and the earning rate applied to pooled funds managed by the City. City shall remit to ACSPA the funds as calculated along with a report showing the maximum remaining Fees that may be paid to ACSPA.
 - iii. Thereafter, funds shall be distributed on an annual basis as described below.
 - b) Annual Determination of Residential BART Garage Fee Funds Available for Payment
 - i. Within 180 days of the end of each fiscal year, the ~~Administrative Services~~Finance Department will make an accounting of all Residential BART Garage Fees collected, and not previously disbursed, for the fiscal year that just ended. This shall include accrued interest.
 - ii. The City shall distribute to ACSPA, Residential BART Garage Fees available, to the extent that the total distribution including previous payments, excluding any amounts paid as interest, does not exceed the maximum amount described above.
 - iii. The ~~Administrative Services~~Finance Department shall annually report to the ACSPA the current balance remaining in Residential BART Garage Fees that may be paid.

Appendix A: Illustrative Examples

Illustrative Example 1 (Eastern Dublin Transportation Impact Fee or Western Dublin Transportation Impact Fee): Assume that a developer dedicates land for the partial widening of a major street to offset the Fees due from a development project. To qualify for a credit, this roadway widening project must be included in the relevant Transportation Impact Fee program. The land dedication to be applied for a Fee credit shall not include improvements immediately adjacent to the development project, as these improvements are entirely the responsibility of the developer and are not to be funded by the Fee. To qualify for a credit for the improvements immediately adjacent to the development project, these improvements must be included in the relevant Fee program. The Resolution used a standard cost measurement on the current value per square foot for right-of-way dedication in calculating the TIF. The Fee credits due to the developer can be calculated by determining the square footage of the land to be dedicated multiplied by the proper square foot cost measurement after automatic annual adjustments based on the change in land acquisition costs.

Illustrative Example 2 (Western Dublin Transportation Impact Fee): A developer constructing multi-family homes contributes traffic signal improvements (TIF improvement) valued at \$200,000. Assume that the Fee at the time totals \$2,497 per dwelling unit. The credit of \$200,000 will cover approximately 80.10 dwelling units. When the building permit is issued for the 81st dwelling unit, the developer will have used up the credit and will have to begin paying the Fee.

Illustrative Example 3 (Eastern Dublin Transportation Impact Fee): A developer constructing single-family homes has a fee credit of \$200,000 from previous construction of improvements that were part of the prior Section I Eastern Dublin TIF program. The Eastern Dublin TIF program no longer makes a distinction between Section I and Section II improvements. The Fee credits can be used to offset the developer's future Eastern Dublin TIF obligations as allowed per the minimum cash payment requirement (see section V.F. of these Guidelines). Assume that the Eastern Dublin TIF at the time totals \$13,613 per home. The credit of \$200,000 can be used against the developer's Eastern Dublin TIF obligation and will cover approximately 14.69 homes. When the building permit is issued for the 15th home, the developer will have used up the credit and will have to begin paying the Eastern Dublin TIF.

Illustrative Example 4 (Public Facilities Fee): Assume that a developer improves 10 acres of land for a planned 20-acre community park to offset the Fees due for the Community Parks Improvement Fee component. The last adopted Fee study used a standard cost estimate of ~~\$1,320,000~~420,000 per acre for calculating the cost of improved community park land. The Fee credit due to the developer will be calculated using this cost estimate (10 acres, ~~\$1,320,000~~420,000 per acre =

~~\$13,200,000~~4,200,000).

Illustrative Example 5 (Public Facilities Fee): A developer constructing single-family homes in Dublin contributes neighborhood park improvements valued at \$200,000. The Neighborhood Parks Improvements portion of the Fee for a single-family home is ~~\$3.982,280~~ of the total Fee of ~~\$19.2732,643~~. The developer must pay a Fee of ~~\$15.2930,363~~ per square foot ~~offer~~ each ~~single-family~~ single-family home (total Fee of ~~\$19.2732,643~~ less credit of ~~\$3.982,280~~) until the \$200,000 credit is used up. This credit will cover the Neighborhood Parks Improvements component of the Fee for the first 50,251 square feet~~87~~ of single-family homes constructed ($\$200,000 / \text{\$3.982,280} = 50,251\text{^{87.72}}$). When the developer applies for the building permit for the ~~88th~~-home that exceeds 50,251 square feet, he or she will begin paying this component of the Fee with the balance of the Public Facilities Fee due for the project.

Illustrative Example 6 (Eastern Dublin Transportation Impact Fee or Western Dublin Transportation Impact Fee): A developer is constructing certain street improvements, which will be dedicated to the City to offset a portion of the Fee. The improvements are a project in the Fee Program. The developer supplies the City with a right-of-way conveyance, a performance bond, and a labor and materials bond for the completion of the street improvements. Fee credits can be used in advance of completing the improvements, since the City is assured that the land will be dedicated and the improvements will be completed.

Illustrative Example 7 (Eastern Dublin Transportation Impact Fee): During one fiscal year, the City collects \$88,000 in Fees for Eastern Dublin TIF improvements. The total outstanding reimbursements owed for the Eastern Dublin TIF are \$100,000 to the following developers:

Developer A (the oldest agreement): \$50,000

Developer B: \$20,000

Developer C: \$30,000

For the upcoming fiscal year, the City retains \$44,000 for improvements not built by developers and allocates \$44,000 as the reimbursement set-aside to reduce current reimbursement obligations. \$22,000 (50% of the \$44,000) of the reimbursement set-aside is used to pay Developer A, who holds the oldest agreement. Developer A now has \$28,000 of outstanding reimbursements (beginning balance of \$50,000 less the \$22,000 payment). The other half of the reimbursement set-aside (\$22,000) is allocated proportionally to all three parties who currently hold reimbursement

rights as follows:

Holder of Reimbursement	Current Value of Reimbursement Owed	Percent of Total Reimbursements Outstanding	Amt. of \$22,000 Reimbursement Distributed	Reimbursement Balance Remaining
Developer A	\$28,000	35.90%	\$7,898.00	\$20,102.00
Developer B	\$20,000	25.64%	\$5,640.80	\$14,359.20
Developer C	\$30,000	38.46%	\$8,461.20	\$21,538.80
TOTAL	\$78,000		\$22,000.00	\$56,000.00

Illustrative Example 8 (Eastern Dublin Transportation Impact Fee or Western Dublin Transportation Impact Fee): User X moves his/her fast food restaurant business into an individual (standalone) building located within the TIF area. Previous use of the building consisted of a sit-down restaurant, which was vacated ~~approximately two years~~ prior to User X obtaining his/her use permit. Would User X be entitled to trip credit?

Answer: Yes, ~~because the previous use was vacated only two years before~~ he/she would be entitled to trip credit for the previous sit-down restaurant use which generates fewer trips than a fast food restaurant. User X would pay TIF based on the net trips estimated for his/her project.

Illustrative Example 9 (Eastern Dublin Transportation Impact Fee or Western Dublin Transportation Impact Fee): User X (insurance company office) and User Y (dental office) occupy office space in two separate general office buildings (building A and building B, respectively). Both buildings are located within the Western Dublin TIF area. The two users have decided to switch office spaces (e.g., User X would relocate to the space in building B and User Y would relocate to the space in building A). Would either user be required to pay TIF?

Answer: No, because as each user moves into the other space, he/she would receive full trip credit for the previous use, based on the uniform trip generation rate for Standard Commercial Office as specified in the Fee program. Note: Although User Y operates a dental office, which generates more trips than an insurance company office (User X), the same trip generation rate (i.e., Standard Commercial Office) is used in both cases to calculate the TIF, as both uses are proposed to take place within a general office building.

Illustrative Example 10 (Eastern Dublin Transportation Impact Fee or Western Dublin Transportation Impact Fee): User X proposes to change the use of his/her individual (standalone) space within the Western Dublin TIF area from Health Club to Bowling Center/Video Arcade. How would the TIF be determined?

Answer: The TIF would be determined based on the net change in trips estimated for the proposed project. For example, User X would be charged TIF based on the proposed Bowling Center/Video Arcade use but would receive trip credit for the discontinued Health Club use.

Illustrative Example 11 (Eastern Dublin Transportation Impact Fee or Western Dublin Transportation Impact Fee): User X proposes to establish an Urgent Care Medical Office within a general office building by replacing existing retail/restaurant uses located on the first floor of the building. How would the TIF trip credit be determined?

Answer: The trip credit would be determined based on the trip generation rate for Standard Commercial Office. Note: The TIF would be based upon the increase in trips due to the proposed project (e.g., the difference between Clinic trips and Standard Commercial Office trips).



STAFF REPORT CITY COUNCIL

DATE: February 6, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Small Business Assistance Grant Program Agreement with International Brotherhood of Electrical Workers Local Union 595
Prepared by: Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving a Small Business Assistance Grant Program Agreement with International Brotherhood of Electrical Workers Local Union 595 for their property on Village Parkway. The business has requested participation in the program to assist with improvements to the site's accessibility, trash enclosures, and building energy efficiency.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Small Business Assistance Grant Program Agreement with the International Brotherhood of Electrical Workers Local Union 595.

FINANCIAL IMPACT:

The proposed Agreement provides a \$75,000 reimbursement grant to the applicant. There is sufficient funding available in the Fiscal Year 2023-24 Budget for this grant.

DESCRIPTION:

On July 16, 2013, the City Council approved the creation of the Small Business Assistance Grant Program to assist Dublin-based businesses with the cost of complying with federal, state, and local laws relating to disability access requirements, trash enclosures, building energy efficiency, and other such obligations.

The Program was created from an agreement amendment with Amador Valley Industries (AVI), approved by the City Council on June 5, 2012, to bring construction and demolition collection services under an exclusive agreement. As part of the agreement amendment, AVI agreed to provide an annual economic benefit payment to the City in the amount of \$100,000 to be used to establish the Small Business Assistance Program.

Under the Program, commercial property owners or tenants can apply for the following:

- Small Business Regulatory Compliance Grant – this grant has an annual budget of \$75,000 and provides support to Dublin-based businesses seeking to comply with various requirements including, but not limited to Solid Waste and Recycling Enclosure Standards (Dublin Municipal Code Chapter 7.98); federal, state, and local laws related to disability access requirements, Title 24 (building energy efficiency), sewer connections, and other such obligations deemed to be consistent with the intent of the Program.
- Small Business Support – this grant can be utilized for one-on-one business advising targeted for Dublin-based businesses, as well as for special events designed to support and assist small businesses.

In February 2022, Staff received an application for a Small Business Assistance Grant from the International Brotherhood of Electrical Workers Local Union 595 (IBEW) for their property located at 6250 Village Parkway in the amount of \$75,000 to help offset the costs for building and site improvements related to accessibility requirements, waste enclosure, and building energy efficiency. The property site houses IBEW as well as other tenants.

The proposed Agreement (Attachment 2) provides IBEW with a grant of \$75,000 towards an estimated project cost between \$5 million and \$7 million. While the proposed grant is a fraction of the costs, it provides additional bandwidth for the business to complete the full scope of improvements and upgrades for the project.

Economic Development Committee Consideration

On March 15, 2022, the City Council's Economic Development Committee considered the application and by consensus, recommended City Council approval of the Agreement in the requested amount of \$75,000. This recommendation falls under the Committee's purview to provide policy guidance and direction on economic development activities.

Since then, the applicant has been in the process of submitting building/site improvement plans, working with City Staff for review and subsequent plan revisions, and completing submittal requirements. During this time, the applicant requested to postpone the agreement execution until the applicant could comply with certain requirements, specifically commencement of the project (Section 2.4 of the Agreement).

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

- 1) Resolution Approving a Small Business Assistant Grant Program Agreement with the International Brotherhood of Electrical Workers Local Union 595
- 2) Exhibit A to the Resolution – Small Business Assistance Grant Program Agreement

RESOLUTION NO. XX – 24**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING A SMALL BUSINESS ASSISTANCE GRANT PROGRAM AGREEMENT WITH
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 595**

WHEREAS, state and local governments have and continue to use economic development incentives to attract or retain jobs and /or improve the local tax base; and

WHEREAS, the City Council adopted Resolution No. 131-13 which established a Small Business Assistance Program (“Program”) intended to assist Dublin-based businesses with the cost of complying with federal, state, and local laws relating to disability access requirements, trash enclosures, sewer connections and other such obligations imposed on small businesses; and

WHEREAS, the Program authorizes the City of Dublin to enter into agreements with commercial, industrial, and retail businesses located in the City of Dublin, as well as owners of property located in Dublin for Small Business Regulatory Compliance Grants, which provides for reimbursement of up to \$75,000 for eligible improvements; and

WHEREAS, the applicant owns certain real property located at 6250 Village Parkway (APN 941-1401-009-00), (“Property”), located in the City of Dublin; and

WHEREAS, the applicant intends to make improvements to the Property site related to accessibility, trash enclosures, and building energy efficiency; and

WHEREAS, the City Council finds that this agreement serves a public purpose in that it will help improve the Property site and its compliance with accessibility, waste enclosure, and energy efficiency requirements; and thereby encourage and support increased property values and tenant stability, thus benefitting the City and its residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve a Small Business Assistance Grant Program Agreement with International Brotherhood of Electrical Workers Local Union 595 not to exceed \$75,000.

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.

{Signatures on the Following Page}

PASSED, APPROVED AND ADOPTED this 6th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

City Reimbursement Grant Amount \$75,000

SMALL BUSINESS ASSISTANCE PROGRAM AGREEMENT

THIS SMALL BUSINESS ASSISTANCE PROGRAM AGREEMENT ("Agreement") dated **February 6, 2024**, the date of execution by the City (the "Effective Date") is entered into by and between the City of Dublin, a public body corporate and politic ("City"), International Brotherhood of Electrical Workers (IBEW) Local Union 595 ("Applicant/Owner").

RECITALS

A. The City has adopted a Small Business Assistance Program ("Program") in order to provide grants to certain owners or tenants of eligible buildings to assist with the cost of complying with federal, state and local laws relating to disability access requirements, trash enclosures, sewer connections and other such obligations imposed on small businesses.

B. Applicant owns certain real property located at 6250 Village Parkway, Dublin CA (the "Site"), and within the boundaries outlined by the Small Business Assistance Program Guidelines ("Program Guidelines").

C. Applicant has submitted an application to the City pursuant to the Program Guidelines for a compliance grant for certain improvements to the Site, and City has determined that Applicant and the Site meet the eligibility criteria for the Program.

D. City desires to enter into this Agreement because the improvement will better the physical access and/or health and safety for the public and/or Title 24 compliance of the Site, and thereby enhance the economic vitality of commercial businesses, generate additional tax revenue and economic growth in the City.

E. Applicant desires to enter into this Agreement with City to receive assistance in making certain improvements to the Site, and City is willing to do so on the terms and conditions set forth in this Agreement.

A G R E E M E N T

NOW, THEREFORE, City and Applicant hereby agree as follows:

Section 1. GENERAL.

1.1 Term. This Agreement shall begin on the Effective Date and expire five (5) years following the Applicant's approval of contractor's notice of completion ("Term").

Section 2. IMPROVEMENT OF THE SITE.

2.1 Scope of Work. Applicant shall complete the proposed project in accordance with the Scope of Work attached hereto as Exhibit 1 (the "Project").

2.2 Small Business Assistance Grant Funds. The City agrees to reimburse to the Applicant a sum not to exceed seventy-five thousand dollars (\$75,000) (the "Grant Amount"), for certain eligible improvements (the "Eligible Improvements") as set forth below:

- a. The Grant Amount may be used only to fund those Eligible Improvements identified in Exhibit 2 attached hereto.
- b. All services to be performed by a third-party contractor shall be the subject of agreement between Applicant and the third-party contractors. The City shall not assume any liability for such agreements. The Applicant shall submit to the City all invoices from the contractor or contractors for work performed on the Eligible Improvements in order to receive reimbursement.
- c. A representative of the City shall inspect the completed Project after a completion notice has been submitted to the City.
- d. The City will only issue the Grant Amount after the Project has been completed. Upon determination by the City's representative that the Project has been completed in conformance with the Scope of Work (Exhibit 1) and the City approvals, the City shall issue a check made payable to the Applicant in an amount equal to the lesser of the Grant Amount or the actual amount of the invoices submitted to the City by the Applicant. The City Manager in his or her sole discretion may issue the Grant Amount at an earlier time than set forth in this Section 2.2(d), if the Applicant can demonstrate good cause.
- e. Any and all costs of the Project including, but not limited to the Eligible Improvements, which are in excess of the Grant Amount, shall be the sole responsibility of, and be borne by, the Applicant.

2.3 Permits and Approvals. Before commencement of the Project, Applicant shall secure or cause to be secured any and all permits which may be required by the City and any other governmental agency affected by such construction or work.

2.4 Commencement of the Project. Within 60 days after the Effective Date, Applicant shall have selected and authorized one or more contractors to complete the Project, and shall have provided notice to the City of such selection and authorization. In the event the Applicant fails to select and authorize a contractor or contractors to complete the Project within such 60-day period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement. All contractors performing work on the Project must be licensed in the State of California.

2.5 Building Permit. A Building Permit must be obtained within six months of the Effective Date. In the event the Applicant fails to obtain a Building Permit within such six-month period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement. An additional six-month extension may be approved with the City's prior written consent.

2.6 Completion of the Project. Applicant shall complete the Project and satisfy all other obligations and conditions of this Agreement within 120 days of building permit issuance. This completion date is subject to revision from time to time as mutually agreed upon in writing between Applicant and the City Manager, or their designee. Upon completion, Applicant shall require contractors' completion notice signed by the contractor. When the Project is completed as set forth in this Agreement, a notice of completion shall be delivered to and approved by the Applicant. Notice of completion shall then be delivered to the City as set forth in Section 2.2.

Section 3. INSURANCE REQUIREMENTS.

Before fully executing this Agreement, Applicant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Applicant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Applicant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Applicant shall maintain the insurance policies required by this section throughout the term of this Agreement. Applicant shall not allow any contractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Applicant shall maintain all required insurance listed herein for the duration of this Agreement.

3.1 Workers' Compensation.

3.1.1 General Requirements. Before beginning any work under this Agreement, Applicant's contractor(s) shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

3.1.2 Submittal Requirements. To comply with Subsection 3.1, Applicant shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section for all contractor(s) performing work related to the Project; and
- b. Waiver of Subrogation Endorsement as required by the section for all contractor(s) performing work related to the Project.

3.2 Commercial General and Automobile Liability Insurance Requirements. Before beginning any work under this Agreement, Applicant and its contractor(s) shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Applicant or its contractor and its agents, representatives, employees, and subcontractors. Applicant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Applicant shall maintain the insurance policies required by this section throughout the term of this Agreement. Applicant shall not allow any contractor or subcontractor to commence work on until Applicant has obtained all insurance required herein for the contractor or subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the Applicant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 12. In the event Applicant fails to maintain coverage as required by this Agreement, City at its sole discretion may purchase the coverage required and the cost will be paid by Applicant. Failure to exercise this right shall not constitute a waiver of right to exercise later. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

3.2.1 Commercial General and Automobile Liability Insurance.

3.2.1.1 General requirements. Applicant and all contractors and subcontractors, at their own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2.1.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 ("any auto").

3.2.1.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Applicant, including the insured's general supervision of Applicant; products and completed operations of Applicant; premises owned, occupied, or used by Applicant; and automobiles owned, leased, or used by the Applicant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- d. Any failure of Applicant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Applicant shall notify City within 14 days of notification from Applicant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.
- f. For Applicant's contractors and subcontractors, an endorsement for completed operations for the construction project, such as the CG 20 37 "Additional Insured—Owners, Lessees or Contractors—Completed Operations" endorsement form, shall be submitted by Applicant to the City no later than 30 days after completion of the Project.

3.2.1.4 Submittal Requirements and Verification of coverage. Applicant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

- a. Prior to execution of this Agreement, Applicant shall submit:
 - Certificate(s) of Commercial General Insurance and Automobile Liability Insurance; and
 - Waiver of Subrogation Endorsement.
- b. Prior to commencement of the Project as described in Section 2.4., Applicant shall furnish City with contractor's certificates of insurance and with original endorsements effecting coverage required herein.

3.2.1.5 Contractors and Subcontractors. Applicant agrees to include with all contractors or subcontracts the same requirements and provisions of this Agreement including the Indemnification and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Contractors or subcontractors hired by Applicant agree to be bound to Applicant and the City in the same manner and to the same extent as Applicant is bound to the City under the Contract Documents.

3.2.1.6 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

3.2.1.7 Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) and/or deductibles must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention provision and/or deductibles shall

provide or be endorsed to provide that the SIR and/or deductibles may be satisfied by either the named insured or the City.

3.2.1.8 Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect City as a named insured.

3.2.1.9 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Applicant shall provide written notice to City at Applicant's earliest possible opportunity and in no case later than five days after Applicant is notified of the change in coverage.

3.2.2 Term of Coverage. Applicant, at its own cost and expense, shall maintain all insurance policies required by this Agreement for the duration of the Agreement's Term. Applicant shall require that all contractors and subcontractors, at their own cost and expense, maintain the insurance policies required by this Agreement until the Project is complete and the Applicant accepts contractor's completion notice.

3.2.3. Remedies. In addition to any other remedies City may have if Applicant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Applicant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Applicant to stop work under this Agreement or withhold any payment that becomes due to Applicant hereunder, or both stop work and withhold any payment, until Applicant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 4. PREVAILING WAGES.

Applicant shall require any contractors performing work under this Agreement to pay prevailing wages pursuant to the requirements of the California Labor Code, Section 1771, et seq. For the purpose of this Agreement, prevailing wages are the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement as ascertained by the Director of the Department of Industrial Relations of the State of California. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

The Contractors and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by the Contractors or subcontractors in connection with the Project. The payroll records shall be kept in accordance with the provisions of Section 1776 of the California Labor Code, and Contractor and each subcontractor shall otherwise comply with requirements of such Section 1776.

Section 5. NONDISCRIMINATION AND EQUAL OPPORTUNITY.

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

Applicant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 6. MAINTENANCE COVENANTS.

The Applicant covenants and agrees, for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that the Applicant will maintain, at Applicant's own cost and expense, the improvements on the Site in a clean and orderly condition, free of graffiti, and in good condition and repair, and will keep the Site free from any accumulation of debris and waste materials. Any damage to the building visible from the street is to be repaired immediately. The Applicant shall promptly touch up painted areas and perform any other repairs needed to maintain an attractive building appearance, including cleaning all awnings, if any, at least once a year.

The foregoing covenants shall remain in effect for a period of 60 months from the completion of the Project. During this 60-month period, Applicant agrees, for itself, its successors, its assigns and every successor in interest, that it will not materially alter the improvements made with City funds, without the prior written consent of City which consent may be conditioned by City to preserve those features to the extent necessary to achieve the objectives of City for entering into this Agreement. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

6.1 Improvements Cannot Be Removed by Applicant or Owner Without City's Consent. All Eligible Improvements will become permanent fixtures of the property and cannot be removed by Applicant or Owner upon expiry or termination of the lease or sale of the property. Exceptions can be made with the prior written consent of the City. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

Section 7. GENERAL PROVISIONS.

7.1 Rights of Access. Representatives of the City shall have the reasonable right to access the Site, without charges or fees, for the purpose of inspecting the Project, including the Eligible Improvements. City (or its representatives) shall, except in emergency situations, give Applicant reasonable advance notice prior to exercising its rights herein. Nothing herein shall be deemed to limit the ability of the City to conduct code enforcement and other administrative inspections of the Site in accordance with applicable law.

7.2 Compliance with Laws. Applicant shall carry out the Project in conformity with all applicable federal, state and local laws, including Labor Code requirements; City zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans with Disabilities Act, 42 U.S.C. Section

12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

7.3 Assignment. Applicant shall have the right to assign all of its rights and obligations under this Agreement, provided however that any such assignment shall be effective only upon receipt by City of written notice of the assignment.

7.4 Notices, Demands and Communications between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and shall be given by certified mail, return receipt requested and postage prepaid, personal delivery, or reputable overnight courier (but not by facsimile or email), to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Dublin
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650

Attention: City Manager

To Applicant/Owner: IBEW Local Union 595
6250 Village Parkway
Dublin, CA 94568
Phone: (925) 556-0595 x641
Email: greg@ibew595.org

Attention: Greg Bonato, Business Manager

Any Notice shall be deemed received on the date of delivery if delivered by personal service, on the date of delivery or refused delivery as shown by the return receipt if sent certified mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

7.5 Relationship between City and Applicant. It is hereby acknowledged that the relationship between City and Applicant is not that of a partnership or joint venture and that City and Applicant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Site or the Eligible Improvements. Applicant agrees to indemnify, hold harmless and defend City from any claim made against City arising from a claimed relationship of partnership or joint venture between City and Applicant with respect to the development, operation, maintenance or management of the Site or the Eligible Improvements.

7.6 Integration. This Agreement contains the entire understanding between the parties relating to the transactions contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

7.7 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

7.8 Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

7.9 Applicant's Indemnity; Waiver. Applicant shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City, and its officers, employees, agents and representatives, harmless from, any and all Claims of any kind or nature arising out of the Project or this Agreement or the implementation hereof, including, but not limited to, any damages to property, injuries to persons or accidental death (including reasonable attorneys' fees and costs), which may be caused by the work performed under this Agreement or any activities associated with the Project, whether such activities or work is performed by Applicant or by anyone directly or indirectly employed or contracted with by Applicant. Applicant's indemnity obligations under this section shall survive termination of this Agreement. Applicant's indemnity obligations under this section shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death occasioned by the active negligence or willful misconduct of the City, or its officers, employees, agents or representatives.

Applicant hereby waives, releases and discharges forever the City, and its employees, officers, volunteers, agents and representatives, from any and all present and future Claims arising out of or in any way connected with this Agreement, the performance of the work, or Applicant's obligation to comply with all laws with respect to the work.

7.10 Non-liability of Officials and Employees of City. No member, official or employee of the City shall be personally liable to Applicant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Applicant or its successors, or on any obligations under the terms of this Agreement.

7.11 Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

7.12 No Third Party Rights. This Agreement is made and entered into solely for the benefit of the City and Applicant and no other third party shall have any right of action under this Agreement.

7.13 Disclosure of Documents. Applicant acknowledges that the City is subject to the provisions of the California Public Records Act and that any information submitted to the City may be disclosed to the extent required by law.

7.14 Joint and Several Liability. Owner and Tenant are jointly and severally liable for any Claims arising out of this Agreement.

7.15 Termination. In addition to City's right to terminate under Section 2.4 and 2.5, City or Applicant may terminate this Agreement upon written Notice to the other in the event that the other party fails to comply with its obligations under this Agreement.

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY:

CITY OF DUBLIN, a municipal corporation

By:

Linda Smith, City Manager

APPLICANT/OWNER:

IBEW Local Union 595

By:



Greg Bonato, Business Manager

Attest:

Marsha Moore, City Clerk

Approved as to form:

City Attorney

EXHIBIT B

ELIGIBLE IMPROVEMENTS

IBEW is proposing to make several upgrades to the property to comply with laws and regulations requiring building efficiency and accessibility, including, but not limited to the following:

- New elevator
- New windows
- New accessible parking stalls and walkways
- Trash enclosure
- EV charging stations
- Solar canopy over portions of the existing parking areas

EXHIBIT A

SCOPE OF WORK

IBEW LOCAL 595
6250 VILLAGE PKWY
DUBLIN, CA 94568



STAFF REPORT CITY COUNCIL

DATE: February 6, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: 2024 Draft City of Dublin Legislative Platform
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will receive a report on the draft 2024 Legislative Platform, which guides the City's response to potential and pending legislation, policies, programs, ballot measures, mandates, and budgets at all levels of government, and will provide direction to City Staff.

STAFF RECOMMENDATION:

Receive the report and provide direction.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Each year the City Council approves a Legislative Platform that includes the goals, strategies, and priorities for organizing the City's legislative advocacy efforts. The draft 2024 Platform (Attachment 1) was prepared to initiate the discussion with the City Council on the fundamental legislative issues important to the City over the next year. This attachment includes tracked changes to identify proposed revisions to the Platform.

The draft 2024 Platform is substantially similar to the 2023 Platform, however it includes modifications to account for changes in state law, anticipated issues for the current legislative session, and non-substantive grammatical and wording changes.

The guiding principles for the City's legislative advocacy efforts continue to include the following:

- Preserving and/or increasing local government discretion.
- Promoting or enhancing revenue sources.
- Advancing the City of Dublin's Mission and Vision Statements.

The draft 2024 Platform identifies specific Public Policy Priorities for the following categories:

1. General Administration
2. Fiscal Sustainability
3. Community and Economic Development
4. Transportation and Public Works
5. Public Safety
6. Parks and Community Services
7. Climate and Environment
8. Technology and Cyber Security

These priorities will further guide the positions and advocacy efforts the City will take on all relevant legislation, policies, programs, ballot measures, mandates, and budgets.

New or modified Public Policy Priorities in the draft 2024 Platform include:

- Supporting legislation that increases the voting requirement for future measures to be approved by the same proportion of votes cast as the measure requires and preserves agency rights to place advisory questions on the ballot (new).
 - Assembly Constitutional Amendment (ACA) 13 (Ward) proposes this to voters to consider this change.
- Supporting legislation that provides for more stable and equitable long-term funding sources for transportation (existing).
 - Priority 3.2 includes the added language of “such as the Cap and Trade program and various programs funded through the revenue generated via Cap and Trade” to address the specific impacts of the Cap and Trade program on future transportation funding opportunities.
- Opposing legislation that reduces local government’s ability to enact transportation impact fees that fund transportation improvements (new).
- Opposing legislation that would divert traffic from freeways or highways to local streets (new).
- Supporting legislation that supports sensible public safety reforms, especially regarding retail theft, burglary, and assault (new).
- Supporting legislation that supports funding or promoting parks and park-related amenities to increase community resilience, including mitigating climate change effects and increasing access (new).
- Supporting legislation that supports or pursues expanding funding sources available to make technological updates to existing and new parks and recreation spaces (new).
- Supporting legislation that requires that manufacturers be responsible for the end of useful life cost of collecting, processing, recycling, and disposing of products they manufacture (existing).
 - Priority 7.5 includes the added language of “supports circular economy solutions, extended producer responsibility, and” to place importance on processes such as reuse, recycling, and composting.

It should be noted that the list of Public Policy Priorities is not exhaustive. In those instances where potential legislation, policies, programs, ballot measures, mandates, and budgets do not fit within the specific Public Policy Priorities, the General Legislative Principles will guide City action.

The draft 2024 Platform was reviewed by Townsend Public Affairs to ensure it contains appropriate language for proposed and future legislation. The Platform also includes language around regional collaboration, specifically the Tri-Valley cities, whose 2024 Legislative Framework is attached as an addendum to the Legislative Platform for reference.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Draft 2024 Legislative Platform (Redlined)



2024 LEGISLATIVE PLATFORM

FEDERAL AND STATE POLICY PRIORITIES

FEBRUARY 2024

Introduction

Many public policies intersect with City priorities, programs, and services. This 2024 Legislative Platform (Platform) outlines the City of Dublin's legislative priorities and positions on these policies to inform residents, representatives, and policymakers. These priorities are applicable to all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

The Mission of the City of Dublin is to promote and support a high quality of life, ensure a safe and secure environment, foster new opportunities, provide equity across all programs, and champion a culture of diversity and inclusion. This Mission shall guide the City's Legislative Platform.

This Platform provides Staff with direction and authorizes them, on the City Council's behalf, to quickly respond in support of or opposition to bills and other legislative or gubernatorial actions in time-sensitive situations. Additionally, the Platform enables Staff to communicate Dublin-specific issues and impacts with state legislators. Staff may draft letters, direct our legislative advocates, or speak on behalf of the City regarding the legislative priorities this document outlines.

Any correspondence signifying the City's support or opposition of a given bill must be signed by the Mayor and / or City Manager with notification to the City Council.

Any questions regarding this Legislative Platform can be directed to [Jordan Foss](mailto:Jordan.Foss@dublin.ca.gov)~~John Stefanski~~, ~~Assistant to the City Manager~~[Management Analyst II](mailto:John.Stefanski@dublin.ca.gov) at John.Stefanski@dublin.ca.gov~~jordan.foss@dublin.ca.gov~~.

Platform Overview and Coordination

This Legislative Platform serves as the foundation for City legislative advocacy at all levels of government. It informs the City's legislative representatives of the key issues and legislation that could have a potential impact on the City and the process in which the City will participate in the legislative process. The City will employ several strategies to advocate or advance the City's public policy interests, which include:

- **Position Development**
 - Reviewing analyses and positions by ~~the~~ Cal Cities, legislative advocates, and other local government / professional associations in formulating the City's position.
 - Working with City departments, legislative advocate(s) to develop this platform and identify positions on proposed legislative measures.
- **Status Tracking**
 - Tracking key bills through the legislative process.
- **Communication and Advocacy**
 - Communicating the City's position, in accordance with this Platform, through correspondence, testimony, and meetings.
 - Working cooperatively with other cities (including the Tri-Valley Cities), associations, and Cal Cities on advocating the City's legislative position.
 - Meeting with legislators and their representatives, as well as other federal, state, and county government officials on a regular basis, to discuss local government issues, proposed legislation, requests for funding assistance, and City programs and services.

The City Manager's Office will exercise day-to-day oversight of legislative matters. In addition to coordinating formal action through the City Council, the City Manager and their designee will manage the City's Legislative Platform.

Staff will follow the process below when responding to all proposed and relevant legislation, policies, programs, ballot measures, mandates, and budgets.

1. Review and determine whether a proposal will impact the City.
2. Prepare a letter outlining the City's position for the Mayor's or City Manager's signature.
3. Distribute the letter to the legislation's author(s), key legislative committees, the City Council, and other relevant parties.

In scenarios where a proposal or regulation arises that may impact the City and is not covered by this Legislative Platform, Staff will prepare a draft position letter for the City Council to review prior to distribution.

General Legislative Principles

The guiding principles for the City's legislative advocacy efforts include:

Advancing Existing City Mission, Vision, Values, and Policies
Preserving and/or Increasing Local Government Discretion
Promoting or Enhancing Revenue Sources

Public Policy Priorities

This Legislative Platform identifies specific Public Policy Priorities by topic area. Informed by the General Legislative Principles, these priorities will guide the positions the City will take on all relevant legislation, policies, programs, grant funding opportunities, ballot measures, mandates, and budgets.

The Public Policy Priorities are categorized as follows:

1. General Administration
2. Fiscal Sustainability
3. Community and Economic Development
4. Transportation and Public Works
5. Public Safety
6. Parks and Community Services
7. Climate and Environment
8. Technology and Cybersecurity

1. General Administration

Staff recommends that the City Council **support** legislation that:

1. Enhances or streamlines local control and allows cities to address the needs of local constituents within a framework of regional cooperation.

2. Streamlines the process to apply for, to receive approval of, and to receive state or federal funding.
3. Assures every person the right to equal treatment in and access to all government-sponsored benefits or funded programs.
4. Provides the ability to conduct public meetings using a hybrid approach that allow for equitable access and participation of elected officials and the public while considering privacy, health, and safety of all stakeholders.
5. Provides alternative methods of meeting public noticing requirements through cost-effective, innovative, and technological methods of communication, and changes the definition of “newspaper of general circulation” due to realities of consolidated newspaper publications and the increase in on-line publications.
- 5.6. Increases the voting requirement for future measures to be approved by the same proportion of votes cast as the measure requires, and preserves agency rights to place advisory questions on the ballot.

Staff recommends that the City Council **oppose** legislation that:

- 6.7. Attempts to restrict local authority or decision-making whether by state or federal legislation or ballot propositions.
- 7.8. Diminishes or eliminates local governments’ ability to contract out for the provision of services.

2. Fiscal Sustainability

Staff recommends that the City Council **support** legislation that:

1. Maintains or enhances ongoing revenues to the City.
2. Updates the tax structure to enhance local government revenues that have declined due to the expansion of e-commerce, increased consumption of services rather than durable goods, and innovations in technology.
3. Ensures timely distribution of mandated reimbursements owed to the City.
4. Removes unnecessary state-imposed mandates.
5. Provides for the use of incentives for local government action rather than mandates (funded or unfunded).
6. Establishes new and innovative revenue options and resources to finance public infrastructure construction and maintenance.
7. Streamlines the establishment and utilization of infrastructure financing districts or other funding mechanisms for infrastructure improvements.
8. Changes the Communications Act of 1934 that removes the distinction between “capital” and “operating” funds to provide more local control for community television stations in the use of their public, educational, and government (PEG) channel fees.
9. Supports measures to increase transparency of all public employee salaries and benefits.
10. Supports measures to provide sustainable public pensions and other post-retirement benefits.
11. Lowers the necessary voter threshold from a two-thirds supermajority to 55-percent to approved local general obligation bonds and special taxes for affordable housing and public infrastructure projects.

Staff recommends that the City Council **oppose** legislation that:

12. Undermines and preempts local authority over local taxes and fees.
13. Shifts funds from local governments to the state or federal government.
14. Imposes unfunded or inadequately funded federal and state mandates on local governments.
15. Eliminates development fees or limits the ability of cities to levy such fees to provide for infrastructure or services.
16. Requires or expands state involvement in City financial audits, fiscal monitoring, general oversight, or assistance by the State Treasurer, State Controller, or other state agencies.
17. Defers reimbursements for state mandated programs.

3. Public Works and Transportation

Staff recommends that the City Council **support** legislation that:

1. Ensures the City receive its fair share of transportation funding and that keeps the funding decisions at the local level.
2. Provides for more stable and equitable long-term funding sources for transportation, such as the Cap and Trade program and various programs funded through the revenue generated via Cap and Trade.
3. Leverages local funds to the maximum extent possible to implement transportation improvements through grants and partnerships with regional, state, and federal agencies.
4. Reduces Vehicle Miles Traveled (VMT) and encourages developing and implementing Transportation Demand Management (TDM) plans and strategies.
5. Expands opportunities and funding for connected and shared autonomous vehicles, high occupancy vehicles, managed lane policies, improved enforcement, new technology deployment, and reducing traffic congestion and delay.
6. Improves multimodal freight movement between the San Francisco Bay Area and the Central Valley and projects that reduce freight traffic on I-580.
7. Encourages active transportation, enhances the safety of all modes of transportation, particularly bicycles and pedestrians, and reduces vehicle speeds and traffic congestion.
8. Increases and funds local control and local regulation of shared mobility, transportation network companies (TNCs), and other emerging industries that use city infrastructure to offer private services.
9. Enables the sale of traffic data to recover the cost of data collection.
10. Enables innovative rail connectivity projects which aim to address the jobs/housing/transit imbalance (i.e., Valley Link).

Staff recommends that the City Council **oppose** legislation that:

11. Infringes upon the ability of local governments to effectively administer and modify state and local construction provisions and standards.
12. Takes away local control of managing and operating local streets.
13. Reduces the City's condemnation authority regarding acquisition of properties required for public projects.
14. Reduces local government's ability to enact transportation impact fees that fund transportation improvements.

4. Community and Economic Development

Staff recommends that the City Council **support** legislation that:

1. Maintains the City's authority over land use decisions.
2. Strengthens local regulatory authority and control over the siting of medical or recreational marijuana dispensaries.
3. Creates a more equitable Regional Housing Needs Allocation (RHNA) process.
4. Creates more flexibility for local jurisdictions to work together to provide housing that counts toward RHNA requirements.
5. Eliminates redundant, costly, and cumbersome mandates and restrictions required by CEQA (California Environmental Quality Act).
6. Provides incentives or new funding mechanisms for affordable housing and transit-oriented development.
7. Increases financial assistance to provide affordable, transitional, special needs and emergency housing to the homeless, seniors, veterans, and people with special needs.
8. Expands STEM (Science, Technology, Engineering and Mathematics) programs in K-12, higher education, and libraries.
9. Enhances the City's efforts to retain existing businesses and attract new businesses.
10. Provides tangible and productive tools and incentives to support job creation, business attraction, and business retention.
11. Advances or encourages innovation, entrepreneurship, start-ups, small business opportunities, and/or workforce development.

Staff recommends that the City Council **oppose** legislation that:

12. Interferes with or reduces local land use control and decision making.
13. Diminishes or eliminates the authority of cities to zone and plan for the development of telecommunications infrastructure, including the siting of cellular communications towers or transmission sites.
14. Diminishes or eliminates cities' authority to regulate condominium conversions.
15. Interferes with the ability to provide productive incentives to support job creation, business attraction, and business retention.

5. Public Safety

Staff recommends that the City Council **support** legislation that:

1. Increases funding for local law enforcement, fire suppression and prevention, hazardous materials mitigation, and emergency medical services.
2. Funds local agencies for training, disaster preparedness, crime prevention, public outreach, and emergency planning.
3. Ensures cities have control of regulating local medical marijuana facilities instead of the state, protects public safety with standardized security requirements, protects public health with uniform health and safety standards, and ensures patient safety with a quality assurance protocol.

4. Improves data and information dissemination, preparedness funding, and first-responder training for oil-by-rail shipments.
5. Maintains or increases grant funding for the Community Oriented Police Services (COPS) program.
6. Provides a greater share of asset forfeiture funds for cities and increases latitude for spending local funds.
7. Supports funding to prepare, mitigate, adapt, and respond to extreme weather or emergency events.
8. Supports alternative crisis response programs for mental health, substance abuse, or homelessness related calls for emergency service.
- 8.9. Supports sensible public safety reforms, especially regarding retail theft, burglary, and assault.

6. Parks and Community Services

Staff recommends that the City Council **support** legislation that:

1. Creates new funding opportunities for parks and community facilities.
2. Provides funding for ADA (Americans with Disabilities Act) facility and park upgrades.
3. Increases available financial assistance to local non-profit and community-based organizations who provide social services and mental health services to residents in need.
4. Efforts to provide funding for the rehabilitation, development, and capital improvements for park improvements ~~in order~~ to enhance the active and passive recreational infrastructure.
5. Supports funding or regulations for cooling strategies in local and regional parks.
6. Supports funding or promoting parks and park-related amenities to increase community resilience, including mitigating climate change effects and increasing access.
- 4.7. Support or pursue legislation to expand funding sources available to make technological updates to existing and new parks and recreation spaces.

Staff recommends that the City Council **oppose** legislation that:

- 5.8. Reduces or eliminates the City's ability to levy park impact fees.
- 6.2. Imposes regulations that create cost prohibitive administrative burdens which ~~likely may~~ result in the reduction of parks programming.

7. Climate and Environment

Staff recommends that the City Council **support** legislation that:

1. Assists local governments in meeting or exceeding local or state goals to reduce global warming pollution levels, to develop alternate energy resources and fuel efficiency programs, and to reduce fossil fuel dependence.
2. Streamlines development of and provides funding for electric vehicle (EV) charging and hydrogen fueling infrastructure locally and regionally.

3. Supports current waste diversion goals, local compliance efforts, and associated measurement and reporting requirements.
4. Assists the City in meeting or exceeding established goals of reducing water consumption and increasing water supply without preempting local planning decisions.
5. Supports circular economy solutions, extended producer responsibility, and Requires requires manufacturers be responsible for the end of useful life cost of collecting, processing, recycling, and disposing of products they manufacture.
6. Protects the interest of California's Community Choice clean electricity providers and their customers.
7. Incentivizes regional and local government efforts to develop and implement programs to reduce air pollution.
8. Funds compliance and full life cycle costs of current and new mandatory storm water quality permit requirements.
9. Addresses litter control and abatement problems in California.
10. Reduces the financial impact of state and federal funded and unfunded mandates related to compliance with environmental programs and regulations.

Staff recommends that the City Council **oppose** legislation that:

11. Preempts local planning decisions regarding solid waste facility sites.
12. Preempts local solid waste and AB 939 fee setting authority or imposes taxes or fees on local solid waste programs to fund state programs not directly related to solid waste management.

8. Technology and Cybersecurity

Staff recommends that the City Council **support** legislation that:

1. Promotes the use of data and technologies to create efficiencies, promote economic development, enhance public safety, improve transportation and mobility, improve sustainability, increase transparency to public information, enhance municipal quality of life factors and help solve other civic challenges.
2. Maintains local control over municipal assets in the deployment of next generation technological infrastructure.
3. Increases the City's capacity to protect against cyber security attacks.
4. Provides funding for programs that seek to expand digital access for residents and businesses.

Staff recommends that the City Council **oppose** legislation that:

5. Limits or removes local review and permitting of emerging telecommunications technologies, such as Small Cell technology.

Regional Collaboration

The City of Dublin is a member of the Tri-Valley Cities (TVC), a coalition of the five Tri-Valley municipalities who work together to advocate for issues and funding at the regional, state, and federal levels. The TVC is governed by the five Mayors of each municipality who develop and adopt

a TVC Legislative Framework which guides the advocacy efforts of the TVC. A copy of the 2024 TVC Legislative Framework is attached as Addendum A to this Legislative Platform.

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Addendum A: 2024 Tri-Valley Cities Legislative Framework

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TRI-VALLEY CITIES

Legislative Framework



2024

TRI-VALLEY CITIES VALUES STATEMENT

The Tri-Valley Cities of Dublin, Livermore, Pleasanton, San Ramon, and the Town of Danville value regional leadership, innovation, collaboration, and problem solving to maintain and improve the quality of life for Tri-Valley residents, provide a vibrant climate for businesses, and enable continued opportunities for public and private investment within the region.

Each City and Town provides a unique perspective on how to meet the needs of their residents and businesses. The Cities and Town agree to respect the individuality of each community and are committed to open and honest communication with a goal of building consensus and a united approach to advocacy for solutions that will serve the residents and businesses of the Tri-Valley.

TRI-VALLEY CITIES LEGISLATIVE FRAMEWORK

The Tri-Valley Cities Legislative Framework seeks to inform all levels of governmental interaction (e.g., federal, state, regional, local) regarding legislation, policies, and programs that have a direct impact on the region. The TVC has defined Legislative Focus Areas which have an overarching objective to retain and promote local control and decision-making as it relates to the implementation of laws and regulations and to have the ability to integrate them in a manner that meets the unique needs of each community. The TVC will advocate together to achieve outcomes benefiting the region in each of these Focus Areas.

Transportation and Infrastructure

Residents of the Tri-Valley region are subject to some of the heaviest commutes in the Bay Area and are impacted by the heavy flow of traffic along the region's freeways, which often spills over onto the local surface streets as commuters pursue alternatives to their commute through the Tri-Valley. A key objective of the region is to reduce congestion on the region's freeways, and to increase mobility of goods and people through the Tri-Valley with continued financial investment in transportation infrastructure: developing alternative modes of transportation, modernization of transportation corridors, and creation, modernization, and expansion of rail systems. The TVC also seeks to partner on other significant non-transportation infrastructure projects, especially those with regional and multi-regional benefits.

Climate, Environment, and Health

The TVC seeks to work collaboratively with federal, state, and regional partners to address the new landscape of year-round wildfires, air quality, public safety power shutoffs, water quality (including PFAS/PFOS contaminants) and supply issues, as well as waste and recycling mandates. The TVC will advocate for increasing financial and technical support in these areas, as well as for investment in key infrastructure at all levels of government.



Public Safety

The TVC prides itself on providing the highest quality of life for its residents, businesses, workers, and visitors alike – a critical part of which is ensuring the basic right to safety, without fear of harm to oneself or one's property. As such, the coalition will advocate for reasonable public safety reforms, especially with regard to retail theft, burglary, and assault, all while maintaining a lens of equity.

Economic Development

The Tri-Valley region is an innovation hub that spurs job growth, sustains a healthy economy, and provides a high quality of life for residents and business. Key objectives are developing a healthy workforce; and supporting innovation, capacity building, economic stimulus, and growth in the region.

Affordable Housing and Homelessness

The TVC supports balanced solutions which consider housing, jobs, and transportation together and seeks to support, promote, protect, and increase affordability in the region's housing stock. Key objectives are to work with federal, state, and regional partners to provide funding for affordable housing through a variety of programs and options and to work to address barriers to building housing at Very Low, Low, and Moderate income levels. TVC also remains committed to mitigating and eliminating homelessness, including working with partners at all levels of government to address the root causes of housing insecurity and homelessness.

Mental Health

The TVC recognizes that social services are vital to supporting residents and providing crucial safety net services in our region. While the TVC cities do not provide direct delivery of social services, the Cities seek to work together to support local non-profits and organizations that do provide these services, and advocate together for these vital resources and services from all levels of government. Mental health support is a growing need in our region, and the TVC seeks to advocate for the resources to meet the needs of all our residents.

Fiscal Sustainability

Fiscal Sustainability is an important role for all levels of government. The TVC seeks to advocate against the imposition of unfunded mandates and the removal of funding streams from local governments.

Draft 2024 Legislative Platform

February 6, 2024



Background

- Each year the City Council adopts a Legislative Platform to guide legislative advocacy efforts for the upcoming year.
- Structured in two tiers:
 - **Guiding Principles**, which set the broad goals for advocacy efforts.
 - **Public Policy Priorities**, which provide more specific positions in certain policy areas.
 - Not an exhaustive list.



Background, 2

- The draft 2024 Platform is substantially similar to the 2023 Platform.
- The 2024 Platform makes modifications to account for:
 - Changes in state law
 - Anticipated issues for the upcoming legislative session
 - Non-substantive grammatical and wording changes



Modified 2023 Public Policy Priorities

- The 2024 Platform modifies 2023 priorities:
 - Reference to Cap-and-Trade Program revenue for transportation funding
 - Reference to circular economy solutions for reuse, recycling, and composting



New Public Policy Additions

- New additions to the Platform include **supporting** legislation that:
 - Increases voting requirement for future measures be approved by the same proportion as votes cast
 - ACA 13 (Ward) proposes to submit this to voters to consider this change
 - Supports sensible public safety reforms (e.g., retail theft, burglary, assault)
 - Supports funding or regulations for cooling strategies in parks
 - Funds or promotes parks and amenities to increase community resilience, including mitigating climate change effects and access
 - Pursues expanded funding sources for technological upgrades at existing and new parks and recreation spaces



New Public Policy Additions, 2

- New additions to the Platform include **opposing** legislation that:
 - Reduces the City's ability to enact transportation impact fees for improvements
 - Diverts traffic from freeways or highways to local streets



Staff Recommendation

- Receive the report and provide direction
- Questions