COUNCILMEMBERS
Dr. Sherry Hu, Mayor Pro Tempore
Jean Josey, Councilmember
Michael McCorriston, Councilmember
Kashef Qaadri, Councilmember

DUBLIN
CALIFORNIA

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

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, June 4, 2024

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

REGULAR MEETING 7:00 PM

Additional Meeting Procedures

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

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, June 4, 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.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Presentation to Outgoing Mayor Melissa Hernandez

The City will make a presentation to outgoing Mayor Melissa Hernandez in appreciation of her dedicated service to the City.

STAFF RECOMMENDATION:

Make the presentation and receive comments from outgoing Mayor Melissa Hernandez.

Staff Report

3.2 Recognition of 2024 Dublin Pride Week Contest Winners

The City Council will recognize the winners of the 2024 Dublin Pride Week Photography, Poster, and Essay Contests.

STAFF RECOMMENDATION:

Recognize the contest winners.

Staff Report

Item 3.2 - PowerPoint Presentation

3.3 Gun Violence Awareness Day and Month Proclamation

The City Council will present the Gun Violence Awareness Day and Month Proclamation.

STAFF RECOMMENDATION:

Present the Proclamation.

Staff Report

Attachment 1 - Gun Violence Awareness Day and Month Proclamation

3.4 Employee Introduction

New City of Dublin Staff member, Mark Pulgarin, Senior Public Works Inspector with the Public Works Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

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 May 21, 2024 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the May 21, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the May 21, 2024 Regular City Council Meeting.

Staff Report

Attachment 1 - May 21, 2024 Regular City Council Meeting Minutes

5.2 Amendments to Agreements for Consulting Services and Contractor Services with Cascadia Consulting, Guida (formerly Guida Surveying, Inc.), Kimley-Horn & Associates Inc., Kittelson & Associates, Inc., Lynx Technologies, Pakpour Consulting Group, Inc., and Tri-Valley Janitorial Service & Supply, Inc.

The City Council will consider the approving amendments to Consulting Services Agreements and Contractor Services Agreements with Cascadia Consulting, Guida (formerly Guida Surveying, Inc.), Kimley-Horn & Associates Inc., Kittelson & Associates, Inc., Lynx Technologies, Pakpour Consulting Group, Inc., and Tri-Valley Janitorial Services & Supply, Inc. The proposed amendments extend the durations and increase the not-to-exceed compensation amounts of the agreements.

STAFF RECOMMENDATION:

Take the following actions: 1) Adopt the **Resolution** Approving Amendment #2 to the Contractor Services Agreement with Cascadia Consulting Group, Inc. for Senate Bill 1383 Implementation Assistance; 2) Adopt the **Resolution** Approving Amendment #1 to the Consulting Services Agreement with Guida (Formerly Guida Surveying, Inc.) for Surveying Services; 3) Adopt the **Resolution** Approving Amendment #1 to the Consulting Services Agreement with Kimley-Horn & Associates Inc. for Development Review, Intelligent Transportation Systems, and Transportation Planning and Engineering; 4) Adopt the **Resolution** Approving Amendment #1 to the Consulting Services Agreement with Kittelson & Associates, Inc. for Transportation Planning and Engineering Services; 5) Adopt the **Resolution** Approving Amendment #2 to the Consulting Services Agreement with Lynx Technologies , Inc. for GIS Consulting Services; 6) Adopt the **Resolution** Approving Amendment #2 to the Consulting Services Agreement with Pakpour Consulting Group, Inc. for Development Review and Construction Management and Inspection Services; and 7) Adopt the **Resolution** Approving Amendment #1 to the Contractor Services Agreement with Tri-Valley Janitorial Services & Supply, Inc. for Janitorial Services and Supplies.

Staff Report

Attachment 1 - Resolution Approving Amendment #2 to the Contractor Services Agreement with Cascadia Consulting Group, Inc. for Senate Bill 1383 Implementation Assistance
Attachment 2 - Exhibit A to the Resolution - Amendment #2 to the Contractor Services Agreement with Cascadia Consulting Group, Inc.
Attachment 3 - Contractor Services Agreement and Amendment #1 with Cascadia Consulting Group Inc. for Senate Bill 1383 Implementation Assistance
Attachment 4 - Resolution Approving Amendment #1 to the Consulting Services Agreement with Guida (Formerly Guida Surveying, Inc.) for Surveying Service
Attachment 5 - Exhibit A to the Resolution - Amendment #1 to the Consulting Services Agreement with Guida
Attachment 6 - Consulting Services Agreement with Guida Surveying Inc. for Surveying Services
Attachment 7 - Resolution Approving Amendment #1 to the Consulting Services Agreement with Kimley- Horn & Associates, Inc. for Development Review, Intelligent Transportation Systems, and Transportation Planning and Engineering
Attachment 8 - Exhibit A to the Resolution - Amendment #1 to the Consulting Services Agreement with Kimley-Horn and Associates, Inc.
Attachment 9 - Consulting Services Agreement with Kimley-Horn and Associates, Inc. for On-Call Development Review, Intelligent Transportation Systems, and Transportation Planning and Engineering
Attachment 10 - Resolution Approving Amendment #1 to the Consulting Services Agreement with Kittelson & Associates, Inc. for Transportation Planning and Engineering Services
Attachment 11 - Exhibit A to the Resolution - Amendment #1 to the Consulting Services Agreement with Kittelson & Associates, Inc.
Attachment 12 - Consulting Services Agreement with Kittelson & Associates, Inc. for On-Call Transportation Planning and Engineering Services
Attachment 13 - Resolution Approving Amendment #2 to the Consulting Services Agreement with Lynx Technologies, Inc. for GIS Consulting Services
Attachment 14 - Exhibit A to the Resolution - Amendment #2 to the Consulting Services Agreement with Lynx Technologies, Inc.
Attachment 15 - Consulting Services Agreement and Amendment #1 with Lynx Technologies, Inc. for GIS Consulting Services
Attachment 16 - Resolution Approving Amendment #2 to the Consulting Services Agreement with Pakpour Consulting Group Inc. for Development Review and Construction Management and Inspection Services
Attachment 17 - Exhibit A to the Resolution - Amendment #2 to the Consulting Services Agreement with Pakpour Consulting Group, Inc.
Attachment 18 - Consulting Services Agreement and Amendment #1 with Pakpour Consulting Group, Inc. for On-Call Development Review and Construction Management and Inspection
Attachment 19 - Resolution Approving Amendment #1 to the Contractor Services Agreement with Tri-Valley Janitorial Service & Supply, Inc. for Janitorial Services and Supplies

Attachment 20 - Exhibit A to the Resolution - Amendment #1 to the Contractor Services Agreement with Tri-Valley Janitorial Service & Supply, Inc.
Attachment 21 - Contractor Services Agreement with Tri-Valley Janitorial Service & Supply, Inc. for Janitorial Services and Supplies

5.3 Transportation Development Act Article 3 Pedestrian and Bicycle Project Funding for Fiscal Year 2024-25

The City Council will consider approving the use of Transportation Development Act (TDA) Article 3 Pedestrian and Bicycle Project Funding for the construction of the Regional Street Mid-Block Crossing Improvement and pedestrian improvements along Amador Valley Boulevard, from the Iron Horse Regional Trail to Stagecoach Road.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2024-25 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding.

Staff Report
Attachment 1 - Resolution Approving a Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2024-25 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding
Attachment 2 - MTC Resolution No. 4108 - TDA Article 3 Policies and Procedures
Attachment 3 - Citywide Bicycle and Pedestrian Improvement Project, CIP No. ST0517

5.4 Contract Instructor Services Agreements with Squad Estates dba Skyhawks Tri-Valley East Bay and Akshay Arora dba Arora Tennis and Fitness

The City Council will consider approving Contract Instructor Services Agreements with Squad Estates dba Skyhawks Tri-Valley East Bay and Akshay Arora dba Arora Tennis and Fitness for Recreation Services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay for Recreation Services; and adopt the **Resolution** Approving a Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness for Recreation Services.

Staff Report
Attachment 1 - Resolution Approving a Contract Instructor Services Agreement with Squad Estates dba Skyhawk's Tri-Valley East Bay for Recreation Services
Attachment 2 - Exhibit A to the Resolution - Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay
Attachment 3 - Resolution Approving a Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness for Recreation Services
Attachment 4 - Exhibit A to the Resolution - Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness

5.5 The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 – Fiscal Year 2024-25 Project List

The City Council will consider approving a list of projects funded in Fiscal Year 2024-25 by Senate Bill 1, the Road Repair and Accountability Act of 2017.

STAFF RECOMMENDATION:
Adopt the **Resolution** Adopting a List of Projects Funded in Fiscal Year 2024-25 by Senate Bill 1, the Road Repair and Accountability Act of 2017.
Staff Report
Attachment 1 - Resolution Adopting a List of Projects Funded in Fiscal Year 2024-25 by Senate Bill 1, the Road Repair and Accountability Act of 2017

5.6 Notice of Review of Conflict of Interest Code
The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if it needs amending. The City Council is the code reviewing body for City agencies, and the City Council must direct Staff to review the City's Conflict of Interest Code and make a determination by October 1, 2024, if there is a need to amend it.
STAFF RECOMMENDATION:
Direct Staff to review the City's Conflict of Interest Code and take the appropriate action.
Staff Report
Attachment 1 - Government Code Sections 82011 and 87306.5
Attachment 2 - Dublin Municipal Code Chapter 2.24

5.7 Grant of Easement to PG&E for Electric Facilities on Dublin Sports Grounds Property
The City Council will consider granting an easement to Pacific Gas and Electric Company (PG&E) over new electrical lines and a transformer serving the new electric vehicle charging stations on the Dublin Sports Grounds property at 6700 Dublin Boulevard, Assessor's Parcel No. 941-1400-002-13.
STAFF RECOMMENDATION:
Adopt the **Resolution** Granting an Easement to Pacific Gas and Electric Company for Electric Facilities Purposes Over a Portion of Assessor's Parcel Number 941-1400-002-13.
Staff Report
Attachment 1 - Resolution Granting an Easement to Pacific Gas and Electric Company for Electric Facilities Purposes Over a Portion of Assessor's Parcel Number 941-1400-002-13
Attachment 2 - Exhibit A to Resolution - Easement Deed

5.8 Agreements for On-Call Vehicle Maintenance and Repair Services with Big O Tires, Dublin Chevrolet, Livermore Auto, European Mobile Werks, Stoneridge Chrysler Jeep Dodge Ram, and Pro Cycles
The City Council will consider approving agreements for on-call vehicle maintenance and repair services for Dublin Police Services.
STAFF RECOMMENDATION:
Adopt the **Resolution** Approving Agreements for On-Call Vehicle Maintenance and Repair Services with Big O Tires, Dublin Chevrolet, Livermore Auto Group, European Mobile Werks, Stoneridge Chrysler Jeep Dodge Ram, and Pro Cycles.
Staff Report
Attachment 1 - Resolution Approving Agreements for On-Call Vehicle Maintenance and Repair Services with Big O Tires, Dublin Chevrolet, Livermore Auto, European Mobile Werks, Stoneridge Chrysler Jeep Dodge Ram, and Pro Cycles

Attachment 2 - Exhibit A to the Resolution - Contracting Services Agreements with Big O Tires, Dublin Chevrolet, Livermore Auto, European Mobile Werks, Stoneridge Chrysler Jeep

5.9 First Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. for Grant Strategy and Writing Services

The City Council will consider approving an amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. for Grant Strategy and Writing Services.

STAFF RECOMMENDATION

Adopt the **Resolution** Approving the First Amendment to the Consulting Services Agreement Between the City of Dublin and Townsend Public Affairs, Inc.

Staff Report

Attachment 1 - Resolution Approving the First Amendment to the Consulting Services Agreement Between the City of Dublin and Townsend Public Affairs, Inc.

Attachment 2 - Exhibit A to the Resolution - First Amendment to Consulting Services Agreement Between the City of Dublin and Townsend Public Affairs, Inc.

5.10 Amendments to Consulting Services Agreements for On-Call Services for the Building & Safety and Code Enforcement Divisions

The City Council will consider approving amendments to the Consulting Services Agreements with 4Leaf, Inc. and TRB & Associates, Inc., which provide contract services on an as-needed basis to the Community Development Department. The City Council will also consider approving an amendment to the agreement with Civica Law Group, APC to provide special legal counsel for code enforcement activities. The proposed amendments extend the term of the agreements to June 30, 2026 and increase the compensation paid during the term of the agreements.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Amendments to the Consulting Services Agreements for On-Call Contract Building and Safety Division Services with 4Leaf, Inc. and TRB & Associates, Inc., adopt the **Resolution** Approving the Second Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services, and approve the budget change.

Staff Report

Attachment 1 - Resolution Approving Amendments to the Consulting Services Agreements for On-Call Contract Building and Safety Services with 4Leaf, Inc. and TRB & Associates, Inc.

Attachment 2 - Exhibit A to the Resolution - Third Amendment to Consulting Services Agreement Between the City of Dublin and 4Leaf, Inc.

Attachment 3 - Exhibit B to the Resolution - Second Amendment to Consulting Services Agreement Between the City of Dublin and TRB & Associates, Inc.

Attachment 4 - Consulting Services Agreement and First and Second Amendment with 4Leaf Inc.

Attachment 5 - Consulting Services Agreement and First Amendment with TRB & Associates, Inc.

Attachment 6 - Resolution Approving the Second Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services

Attachment 7 - Exhibit A to the Resolution - Second Amendment to Agreement Between Civica Law Group, APC and the City of Dublin
Attachment 8 - Agreement and First Amendment with Civica Law Group, APC
Attachment 9 - Budget Change Form

5.11 Adoption of an Appropriations Limit for Fiscal Year 2024-25

The City Council will consider adoption of the annual Appropriations Limit in accordance with State law. The City of Dublin's Limit for Fiscal Year 2024-25 is $485,074,181, which exceeds the City's related appropriations by $383,496,716.

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting an Appropriations Limit for Fiscal Year 2024-25.

Staff Report
Attachment 1 - Resolution Adopting an Appropriations Limit for Fiscal Year 2024-25
Attachment 2 - Exhibit A to the Resolution - Calculation of Fiscal Year 2024-25 Appropriations Limit

5.12 Appointment to i-Gate

Prior to resignation from the City Council, Mayor Hernandez resigned her seat on the i-Gate board, creating a vacancy and recommended the appointment of Councilmember Qaadri to i-Gate.

STAFF RECOMMENDATION:

Confirm Mayor Hernandez's appointment to i-Gate.

Staff Report
Attachment 1 - Resolution 151-22 Confirming the Mayors Appointments to Various Local and Regional Boards Committees and Commissions

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 will hold a public hearing to consider adopting amendments to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68), the methodology for establishing the Affordable Housing In-Lieu Fee, and the Non-Residential Development Affordable Housing Impact Fee. The amendments to the Inclusionary Zoning Regulations include lowering the applicability of the regulations to residential development projects of 10 or more units, creating separate affordability requirements for different product types, resetting the 55-year affordable resale restriction upon transfer of ownership units, and applying selection criteria to resale of ownership units. The Affordable Housing In-Lieu Fee program would be revised to establish fees on a per-square-foot basis for each product type. The Non-Residential Development Affordable Housing Impact Fee program would be retained with an inflationary index but would combine Research & Development and Office uses into a single category and set the fee at $1.39 per square foot.

STAFF RECOMMENDATION:
Conduct the public hearing, deliberate, and take the following actions: 1) Waive the reading and INTRODUCE the Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations); 2) Adopt the **Resolution** Establishing the Methodology for Determining the Affordable Housing In-Lieu Fee for Future Residential Units Subject to the City of Dublin Inclusionary Zoning Regulations; and 3) Adopt the **Resolution** Adopting a Non-Residential Development Affordable Housing Impact Fee Within the City of Dublin.
Staff Report
Attachment 1 - Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations)
Attachment 2 - Resolution Establishing the Methodology for Determining the Affordable Housing In-Lieu Fee for Future Residential Units Subject to the City of Dublin Inclusionary Zoning Regulations
Attachment 3 - Exhibit A to the Resolution - Inclusionary Housing Feasibility Report dated December 7, 2023 Revised March 27, 2024
Attachment 4 - Resolution Adopting the Non-Residential Development Affordable Housing Impact Fees Within the City of Dublin
Attachment 5 - Exhibit A to the Resolution - Commercial Linkage Fee Nexus Study dated October 27, 2023
Attachment 6 - Redlined Version of Amendment to Inclusionary Zoning Regulations
Attachment 7 - Planning Commission Resolution 24- 04 Recommending City Council Approval of Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations)
Attachment 8 - City Council Staff Report Dated January 9, 2024
Attachment 9 - City Council Staff Report Dated March 19, 2024
Item 6.1 - PowerPoint Presentation

6.2 Proposed Budget for Fiscal Years 2024-25 and 2025-26
The City Council will consider approval of the Proposed Budget for Fiscal Years 2024-25 and 2025-26 and related salary plans.
STAFF RECOMMENDATION:
Conduct the public hearing, deliberate, and adopt the following: 1) **Resolution** Adopting a Budget for the City of Dublin for Fiscal Year 2024-25; 2) **Resolution** Establishing a Salary Plan for Full -Time Personnel in Accordance with the Personnel Rules; 3) **Resolution** Establishing a Salary Plan for Management Positions Exempt from Competitive Service; and 4) **Resolution** Amending the Classification Plan.
Staff Report
Attachment 1 - Proposed Budget Fiscal Years 2024-25 and 2025-26
Attachment 2 - Resolution Adopting a Budget for the City of Dublin for Fiscal Year 2024-25
Attachment 3 - Resolution Establishing a Salary Plan for Full-Time Personnel in Accordance with the Personnel Rules
Attachment 4 - Resolution Establishing a Salary Plan for Management Positions Exempt from Competitive Service
Attachment 5 - Resolution Amending the Classification Plan

Attachment 6 - Exhibit A to the Resolution - Economic Development Manager Job Description
Item 6.2 - PowerPoint Presentation

6.3 Proposed Five-Year Capital Improvement Program 2024-2029

The City Council will conduct a public hearing and consider adopting the Five-Year Capital Improvement Program which contains public capital projects proposed for Fiscal Year 2024-25 through Fiscal Year 2028-29.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the **Resolution** Adopting the Five-Year Capital Improvement Program 2024-2029.

Staff Report
Attachment 1 - Resolution Adopting the Five-Year Capital Improvement Program 2024-2029
Attachment 2 - Five-Year Capital Improvement Program 2024-2029
Attachment 3 - Planning Commission Resolution No. 24-03 Finding Conformity with the General Plan for the Fiscal Year 2024-25 and Fiscal Year 2025-26 Projects in the City of Dublin Five-Year Capital Improvement Program 2024-2029
Item 6.3 - PowerPoint Presentation

7. UNFINISHED BUSINESS – None.

8. NEW BUSINESS

8.1 Review of User Fee Study and Cost Allocation Plan

The City's User Fee Cost Recovery Policy calls for a comprehensive user fee study to be conducted at least every five years to assure that user fees reflect the City's underlying costs. The current fee and cost recovery model was adopted by the City Council in June 2018. On December 19, 2023, the City engaged Matrix Consulting Group, Ltd to conduct both a User Fee Study and a Cost Allocation Plan. The City Council will receive the results of the two reports prior to considering adoption of a new master fee schedule. A public hearing to adopt the master fee schedule is scheduled for June 18, 2024.

STAFF RECOMMENDATION:

Receive the reports and provide input.

Staff Report
Attachment 1 - Report on Cost of Services (User Fee) Study
Attachment 2 - Full Cost Allocation Plan
Attachment 3 - Subsidized Fees
Attachment 4 - User Fee Cost Recovery Policy
Item 8.1 - PowerPoint Presentation

8.2 Actions to Fill Mayoral Vacancy

The City Council will consider its options to fill the vacancy left by the resignation of Mayor Melissa Hernandez. The Mayoral term expires in December of this year. The City Council's options include making an appointment by August 3, 2024 or leave the office of Mayor vacant until the results of the November 5, 2024 General Municipal Election are declared.

STAFF RECOMMENDATION:
Appoint someone to fill the vacancy or provide direction on the process to fill the vacancy in the office of Mayor.
Staff Report
Attachment 1 - Resolution 131-23 Amending and Restating the Rules for the Conduct of Meetings of the City Council

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, secure, and sustainable environment, fosters new opportunities, and champions a culture of equity, diversity, and inclusion.

Agenda Item 3.1

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Presentation to Outgoing Mayor Melissa Hernandez
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City will make a presentation to outgoing Mayor Melissa Hernandez in appreciation of her dedicated service to the City.

STAFF RECOMMENDATION:

Make the presentation and receive comments from outgoing Mayor Melissa Hernandez.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City will make a presentation to outgoing Mayor Melissa Hernandez in appreciation of her dedicated service to the City.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 3.2

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Recognition of 2024 Dublin Pride Week Contest Winners
Prepared by: Shelby Perry, Recreation Coordinator

EXECUTIVE SUMMARY:

The City Council will recognize the winners of the 2024 Dublin Pride Week Photography, Poster, and Essay Contests.

STAFF RECOMMENDATION:

Recognize the contest winners.

FINANCIAL IMPACT:

Funding for Dublin Pride Week activities is included in the Fiscal Year 2023-24 Operating Budget.

DESCRIPTION:

The 2024 Dublin Pride Week Celebration took place from Saturday, April 20, to Saturday, April 27, 2024. The theme for the 2024 Celebration was "*Green City, Bright Future.*"

Several events took place during the weeklong celebration, including the *"Nature in Our Backyard"* Photography Contest and the Dublin Pride Poster and Essay Contests supported by the General Federation of Women's Club Dublin/San Ramon chapter (GFWC).

<u>Nature in Our Backyard Photography Contest</u>
The sixth annual photo contest was open to photographers who snapped pictures in Dublin over the last 12 months. The submission period ran from February through April 1, 2024, with 193 submissions received. A panel of judges selected the top 10 photographs, which were posted to the City's website from April 16 to April 24, 2024, for a public vote. The top four photographs based on the public voting results are awarded gift cards and certificates of recognition from the City. The grand prize winner receives a $200 gift card, the first-place winner receives a $100 gift

card, the second-place winner receives a $50 gift card, and the third-place winner receives a $25 gift card. Mike's Camera of Dublin sponsored the 2024 event and donated large metal prints that will be provided to the contest winners. Additionally, framed photographs will be displayed in the Civic Center lobby.

The 2024 "*Nature in Our Backyard"* Photography Contest winners are:

- Grand Prize Winner:
  Remy Begin, "Double Dublin"
- First Place Winner
  Bharathi Kakilate, "Golden Serenity"
- Second Place Winner
  Prasad Takkar, "Fall"
- Third Place Winner
  Rita Szollos, "Seasons Bounty"

Dublin Pride Week Poster and Essay Contests
Students in grades K-12 from all public and private schools in the City of Dublin were invited to participate in this year's contest. The poster and essay contest theme was *"Green City, Bright Future."*

The GFWC handled the judging of the posters and essays.

Each participant receives a Certificate of Merit. Grand prize winners receive a $100 gift card, first-place winners receive a $25 gift card, and second-place winners receive a $15 gift card. Lastly, a "Classroom Award" of $200 is presented to the class teacher of the Grand Prize winners of both the poster and essay contests. This gift can be spent at the teacher's discretion and is intended to assist with classroom activities and supply costs.

The 2024 Dublin Pride Poster Contest winners are:

Best Overall Category

- Grand Prize Winner:
  Lauren Chuck, Ninth Grade, Emerald High School

K - 1st Grade Category

- First Place Winner:
  Reyansh Rana, First Grade, Dougherty Elementary
- Second Place Winner:
  Mira Tondepu, Kindergarten, Kolb Elementary

2nd – 3rd Grade Category

- First Place Winner:
  Annika Majumder, Third Grade, Kolb Elementary
- Second Place Winner:
  Kiara Wanchoo, Second Grade, Amador Elementary

4th – *5th Grade Category*

- First Place Winner:
  Sahasra Manchiraju, Fifth Grade, Dublin Elementary
- Second Place Winner:
  Jacob Lao, Fifth Grade, Dublin Elementary

6th – *8th Grade Category*

- First Place Winner:
  Chriselle Dsouza, Sixth Grade, Wells Middle School
- Second Place Winner:
  Jenny Nguyen, Eighth Grade, Fallon Middle School

9th – 12*th Grade Category*

- First Place Winner:
  Nadine Poon, Twelfth Grade, Dublin High

<u>The 2024 Dublin Pride Essay Contest winners are:</u>

Best Overall Category

- Grand Prize Winner:
  Anay Sharma, Tenth Grade, Dublin High School

K - 1st Grade Category

- First Place Winner:
  Reyansh Rana, First Grade, Dougherty Elementary
- Second Place Winner:
  Zhiyuam Tian, Kindergarten, Kolb Elementary

2nd – 3rd Grade Category

- First Place Winner:
  Annika Majumder, Third Grade, Kolb Elementary
- Second Place Winner:
  Kiara Wanchoo, Second Grade, Amador Elementary

4th – *5th Grade Category*

- First Place Winner:

Ahaana Shastri, Fifth Grade, Amador Elementary

- Second Place Winner:
  Shiv Singh, Fifth Grade, John Green Elementary

6th – *8th Grade Category*

- First Place Winner:
  Irene Han, Sixth Grade, Valley Christian
- Second Place Winner:
  Jenny Nguyen, Eighth Grade, Fallon Middle School

All winning photographs, posters, and essays from the 2024 contests are posted and available on the City's website for public viewing.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Dublin Pride Week: Green City, Bright Future

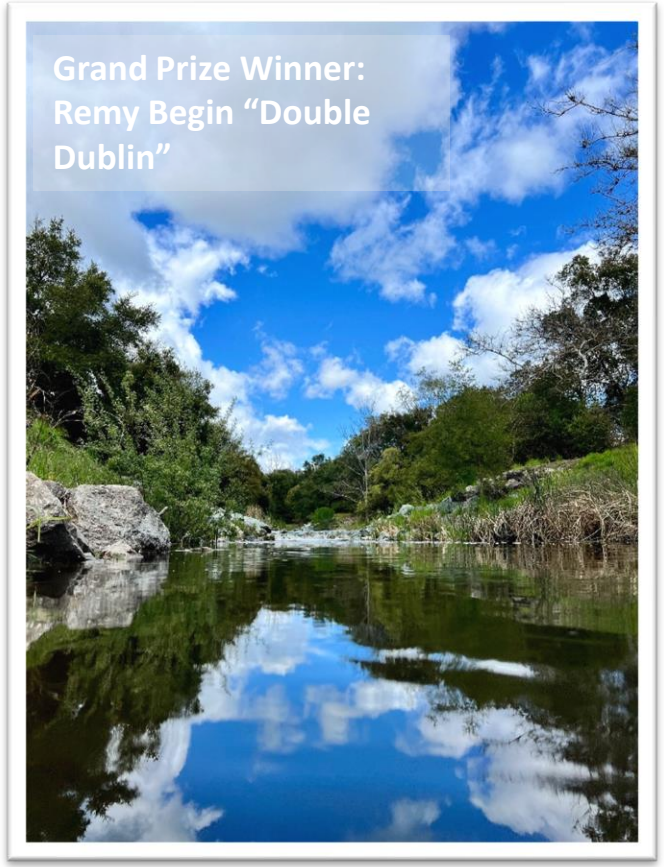
City Council Meeting

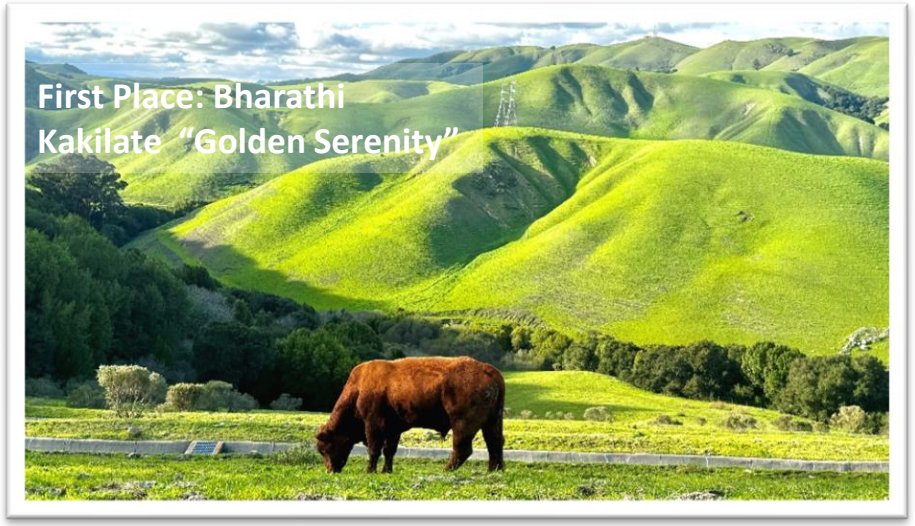
June 4, 2024

DUBLIN
CALIFORNIA

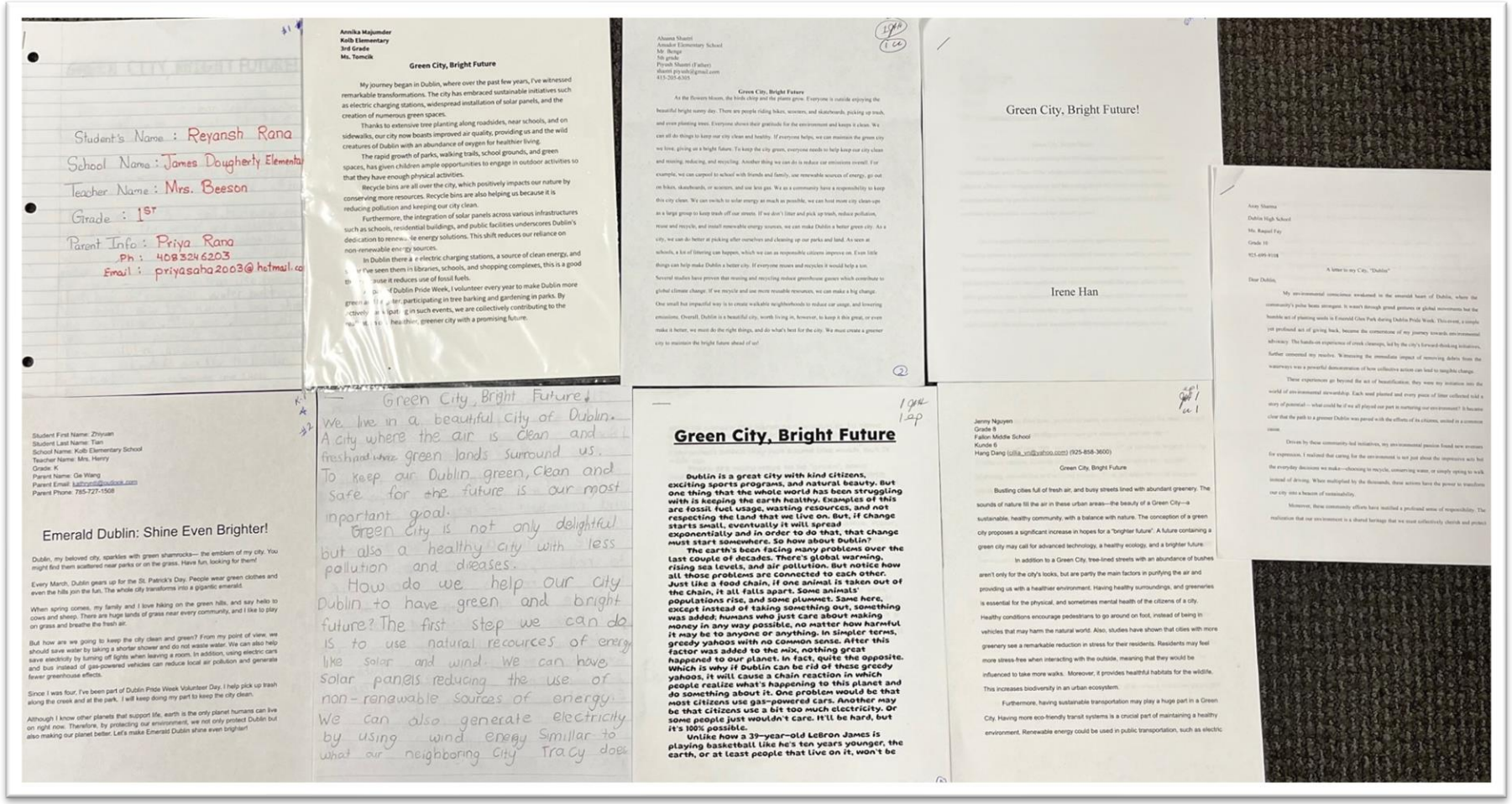
Dublin Pride Week

“Nature in Our Backyard” Photography Contest





Essay Contest



Student's Name : Reyansh Rana
School Name : James Dougherty Elementa
Teacher Name : Mrs. Beeson
Grade : 1ST
Parent Info : Priya Rana
Ph : 4083246203
Email : priyasaha2003@hotmail.co

Annika Majumder
Kolb Elementary
3rd Grade
Ms. Tomcik

Green City, Bright Future

My journey began in Dublin, where over the past few years, I've witnessed remarkable transformations. The city has embraced sustainable initiatives such as electric charging stations, widespread installation of solar panels, and the creation of numerous green spaces.

Thanks to extensive tree planting along roadsides, near schools, and on sidewalks, our city now boasts improved air quality, providing us and the wild creatures of Dublin with an abundance of oxygen for healthier living.

The rapid growth of parks, walking trails, school grounds, and green spaces, has given children ample opportunities to engage in outdoor activities so that they have enough physical activities.

Recycle bins are all over the city, which positively impacts our nature by conserving more resources. Recycle bins are also helping us because it is reducing pollution and keeping our city clean.

Furthermore, the integration of solar panels across various infrastructures such as schools, residential buildings, and public facilities underscores Dublin's dedication to renew[illegible]le energy solutions. This shift reduces our reliance on non-renewable energy sources.

In Dublin there a[illegible] electric charging stations, a source of clean energy, and [illegible] I've seen them in libraries, schools, and shopping complexes, this is a good th[illegible]use it reduces use of fossil fuels.

[illegible] of Dublin Pride Week, I volunteer every year to make Dublin more green a[illegible]ter, participating in tree barking and gardening in parks. By actively [illegible]ipat[illegible]g in such events, we are collectively contributing to the [illegible] healthier, greener city with a promising future.

Ahana Shastri
Amador Elementary School
Mr. Bengi
5th grade
Piyush Shastri (Father)
shastri.piyush@gmail.com
415-205-6305

Green City, Bright Future

As the flowers bloom, the birds chirp and the plants grow. Everyone is outside enjoying the beautiful bright sunny day. There are people riding bikes, scooters, and skateboards, picking up trash, and even planting trees. Everyone shows their gratitude for the environment and keeps it clean. We can all do things to keep our city clean and healthy. If everyone helps, we can maintain the green city we love, giving us a bright future. To keep the city green, everyone needs to help keep our city clean and reusing, reducing, and recycling. Another thing we can do is reduce car emissions overall. For example, we can carpool to school with friends and family, use renewable sources of energy, go out on bikes, skateboards, or scooters, and use less gas. We as a community have a responsibility to keep this city clean. We can switch to solar energy as much as possible, we can host more city clean-ups as a large group to keep trash off our streets. If we don't litter and pick up trash, reduce pollution, reuse and recycle, and install renewable energy sources, we can make Dublin a better green city. As a city, we can do better at picking after ourselves and cleaning up our parks and land. As seen at schools, a lot of littering can happen, which we can as responsible citizens improve on. Even little things can help make Dublin a better city. If everyone reuses and recycles it would help a ton. Several studies have proven that reusing and recycling reduce greenhouse gases which contribute to global climate change. If we recycle and use more reusable resources, we can make a big change. One small but impactful way is to create walkable neighborhoods to reduce car usage, and lowering emissions. Overall, Dublin is a beautiful city, worth living in, however, to keep it this great, or even make it better, we must do the right things, and do what's best for the city. We must create a greener city to maintain the bright future ahead of us!

Green City, Bright Future!

Irene Han

Anay Sharma
Dublin High School
Ms. Raquel Fay
Grade 10
925-699-9108

A letter to my City, "Dublin"

Dear Dublin,

My environmental consciousness awakened in the emerald heart of Dublin, where the community's pulse beats strongest. It wasn't through grand gestures or global movements but the humble act of planting seeds in Emerald Glen Park during Dublin Pride Week. This event, a simple yet profound act of giving back, became the cornerstone of my journey towards environmental advocacy. The hands-on experience of creek cleanups, led by the city's forward-thinking initiatives, further cemented my resolve. Witnessing the immediate impact of removing debris from the waterways was a powerful demonstration of how collective action can lead to tangible change.

These experiences go beyond the act of beautification; they were my invitation into the world of environmental stewardship. Each seed planted and every piece of litter collected told a story of potential -- what could be if we all played our part in nurturing our environment? It became clear that the path to a greener Dublin was paved with the efforts of its citizens, united in a common cause.

Driven by these community-led initiatives, my environmental passion found new avenues for expression. I realized that caring for the environment is not just about the impressive acts but the everyday decisions we make—choosing to recycle, conserving water, or simply opting to walk instead of driving. When multiplied by the thousands, these actions have the power to transform our city into a beacon of sustainability.

Moreover, these community efforts have instilled a profound sense of responsibility. The realization that our environment is a shared heritage that we must collectively cherish and protect

Student First Name: Zhiyuan
Student Last Name: Tian
School Name: Kolb Elementary School
Teacher Name: Mrs. Henry
Grade: K
Parent Name: Ge Wang
Parent Email: kathyxnt@outlook.com
Parent Phone: 785-727-1508

Emerald Dublin: Shine Even Brighter!

Dublin, my beloved city, sparkles with green shamrocks— the emblem of my city. You might find them scattered near parks or on the grass. Have fun, looking for them!

Every March, Dublin gears up for the St. Patrick's Day. People wear green clothes and even the hills join the fun. The whole city transforms into a gigantic emerald.

When spring comes, my family and I love hiking on the green hills, and say hello to cows and sheep. There are huge lands of grass near every community, and I like to play on grass and breathe the fresh air.

But how are we going to keep the city clean and green? From my point of view, we should save water by taking a shorter shower and do not waste water. We can also help save electricity by turning off lights when leaving a room. In addition, using electric cars and bus instead of gas-powered vehicles can reduce local air pollution and generate fewer greenhouse effects.

Since I was four, I've been part of Dublin Pride Week Volunteer Day. I help pick up trash along the creek and at the park. I will keep doing my part to keep the city clean.

Although I know other planets that support life, earth is the only planet humans can live on right now. Therefore, by protecting our environment, we not only protect Dublin but also making our planet better. Let's make Emerald Dublin shine even brighter!

Green City, Bright Future

We live in a beautiful city of Dublin. A city where the air is clean and fresh and where green lands surround us. To keep our Dublin green, clean and safe for the future is our most inportant goal.

Green City is not only delightful but also a healthy city with less pollution and diseases.

How do we help our city Dublin to have green and bright future? The first step we can do is to use natural recources of energy like solar and wind. We can have Solar panels reducing the use of non-renewable sources of energy. We can also generate electricity by using wind energy. Simillar to what our neighboring City Tracy does

Green City, Bright Future

Dublin is a great city with kind citizens, exciting sports programs, and natural beauty. But one thing that the whole world has been struggling with is keeping the earth healthy. Examples of this are fossil fuel usage, wasting resources, and not respecting the land that we live on. But, if change starts small, eventually it will spread exponentially and in order to do that, that change must start somewhere. So how about Dublin?

The earth's been facing many problems over the last couple of decades. There's global warming, rising sea levels, and air pollution. But notice how all those problems are connected to each other. Just like a food chain, if one animal is taken out of the chain, it all falls apart. Some animals' populations rise, and some plummet. Same here, except instead of taking something out, something was added; humans who just care about making money in any way possible, no matter how harmful it may be to anyone or anything. In simpler terms, greedy yahoos with no common sense. After this factor was added to the mix, nothing great happened to our planet. In fact, quite the opposite. Which is why if Dublin can be rid of these greedy yahoos, it will cause a chain reaction in which people realize what's happening to this planet and do something about it. One problem would be that most citizens use gas-powered cars. Another may be that citizens use a bit too much electricity. Or some people just wouldn't care. It'll be hard, but it's 100% possible.

Unlike how a 39-year-old LeBron James is playing basketball like he's ten years younger, the earth, or at least people that live on it, won't be

Jenny Nguyen
Grade 8
Fallon Middle School
Kunde 6
Hang Dang (cilla_vn@yahoo.com) (925-858-3600)

Green City, Bright Future

Bustling cities full of fresh air, and busy streets lined with abundant greenery. The sounds of nature fill the air in these urban areas—the beauty of a Green City—a sustainable, healthy community, with a balance with nature. The conception of a green city proposes a significant increase in hopes for a "brighter future". A future containing a green city may call for advanced technology, a healthy ecology, and a brighter future.

In addition to a Green City, tree-lined streets with an abundance of bushes aren't only for the city's looks, but are partly the main factors in purifying the air and providing us with a healthier environment. Having healthy surroundings, and greeneries is essential for the physical, and sometimes mental health of the citizens of a city. Healthy conditions encourage pedestrians to go around on foot, instead of being in vehicles that may harm the natural world. Also, studies have shown that cities with more greenery see a remarkable reduction in stress for their residents. Residents may feel more stress-free when interacting with the outside, meaning that they would be influenced to take more walks. Moreover, it provides healthful habitats for the wildlife. This increases biodiversity in an urban ecosystem.

Furthermore, having sustainable transportation may play a huge part in a Green City. Having more eco-friendly transit systems is a crucial part of maintaining a healthy environment. Renewable energy could be used in public transportation, such as electric

Essay Contest Winners

Grand Prize Winner: **Anay Sharma,** 10th Grade, Dublin High School

Grades K-1	Grades 2-3	Grades 4-5	Grades 6-8
Reyansh Rana 1st Grade Dougherty Elem.	**Annika Majumder** 3rd Grade Kolb Elem.	**Ahaana Shastri** 5th Grade Amador Elem.	**Irene Han** 6th Grade Valley Christian School
Zhiyuam Tian Kindergarten Kolb Elem.	**Kiara Wanchoo** 2nd Grade Amador Elem.	**Shiv Singh** 5th Grade Green Elem.	**Jenny Nguyen** 8th Grade Fallon Middle

Poster Contest

Poster Contest Winners

Grand Prize Winner: **Lauren Chuck,** 9th Grade, Emerald High School

Grades K-1

Reyansh Rana
1st Grade
Dougherty Elem.

Mira Tondepu
Kindergarten
Kolb Elem.

Grades 2-3

Annika Majumder
3rd Grade
Kolb Elem.

Kiara Wanchoo
2nd Grade
Amador Elem.

Grades 4-5

Sahasra Manchiraju
5th Grade
Dublin Elem.

Jacob Lao
5th Grade
Dublin Elem.

Grades 6-8

Chriselle Dsouza
6th Grade
Wells Middle

Jenny Nguyen
8th Grade
Fallon Middle

Grades 9-12

Nadine Poon
12th Grade
Dublin High

Thank You

DUBLIN
CALIFORNIA

Agenda Item 3.3

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Gun Violence Awareness Day and Month Proclamation
Prepared by: Marissa Clevenger, Administrative Technician

EXECUTIVE SUMMARY:

The City Council will present the Gun Violence Awareness Day and Month Proclamation.

STAFF RECOMMENDATION:

Present the Proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

June is recognized nationally as Gun Violence Awareness Month, and Gun Violence Awareness Day is observed on the first Friday of June. This year on June 7, many people will demonstrate their support of gun violence awareness by wearing orange in remembrance of Hadiya Pendleton, who was shot and killed on a playground in Chicago when she was a young teen.

With this proclamation, the City renews its commitment to reduce gun violence and encourage responsible gun ownership in our community and country.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Gun Violence Awareness Day and Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Gun Violence Awareness Day and Month"

WHEREAS, every day, 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of nearly 18,000 gun-related homicides every year; and

WHEREAS, California has an average of 3,299 gun-related deaths every year, with a rate of 8.2 deaths per 100,000 people, California has the 45th highest rate of gun-related deaths in the United States; and

WHEREAS, gun-related homicides and assaults are concentrated in cities, with more than half of all gun-related deaths in the nation occurring in 127 cities; and

WHEREAS, 57% of gun-related deaths in the United States are by firearm suicide; an average of 25,205 deaths per year; and

WHEREAS, cities across the nation, including Dublin, work tirelessly to protect their residents from gun-related violence; and

WHEREAS, on the first Friday in June, many people wear orange to raise awareness about gun violence and honor gun violence victims and survivors. Wearing orange is in remembrance Hadiya Pendleton, who was shot at age 15 on a playground in Chicago. The tradition was started by a group of Hadiya's friends to commemorate her life.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby proclaim Friday, June 7, 2024 to be Gun Violence Awareness Day, and the month of June to be Gun Violence Awareness Month in the City of Dublin. The City of Dublin will light The Wave in orange for June 7 -9, 2024 to help raise awareness about gun violence and encourages all citizens to support their local communities' efforts to prevent the tragic effects of gun violence, and to honor and value human life.

DATED: June 4, 2024

Mayor Pro Tempore Sherry Hu

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember Kashef Qaadri

Agenda Item 3.4

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

New City of Dublin Staff member, Mark Pulgarin, Senior Public Works Inspector with the Public Works Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin Staff member, Mark Pulgarin, Senior Public Works Inspector with the Public Works Department, will be introduced.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 5.1

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of May 21, 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 May 21, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the May 21, 2024 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the May 21, 2024 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) May 21, 2024 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: May 21, 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

CLOSED SESSION 5:30 PM

I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

II. CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Mayor Hernandez and Councilmember Qaadri
Unrepresented Employee: City Attorney

III. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, May 21, 2024, in the City Council Chamber. The meeting was called to order at 7:00 PM, by Mayor Hernandez.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

Mayor Hernandez stated that Public Hearing Item 6.1, Inclusion of a Community Facilities District Financing Option in the City of Dublin's Participation in the California Statewide Community Infrastructure Program (SCIP), would be continued to a date uncertain.

2) REPORT ON CLOSED SESSION

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

DRAFT

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Presentation from the Mayor's Council

The City Council received a presentation from the Mayor's Council on their activities during the 2023-24 year.

3.2) 2023-24 Youth Advisory Committee Annual Report

The Youth Advisory Committee presented an annual report highlighting accomplishments for the 2023-24 term.

3.3) Lupus Awareness Month Proclamation

The City Council presented the Lupus Awareness Month Proclamation.

3.4) Job's Daughters International Day Proclamation

The City Council presented the Job's Daughters International Day Proclamation.

3.5) Employee Introduction

New City of Dublin Staff member, Ramon Montanez, Code Enforcement Officer with the Community Development Department, was introduced.

4) PUBLIC COMMENT

Brent Songey provided public comment.

5) CONSENT CALENDAR

Before reviewing the Consent Calendar, John Bakker, City Attorney, made a statement regarding Item 5.5 noting that the Brown Act requires the City to provide a verbal statement of any changes made to the compensation of city officials. The proposal in Item 5.5 is to increase the City Manager's base pay salary by 3.5%, and it would include a one-time contribution of $5,000 to the City Manager's Deferred Compensation account.

5.1) Approved the May 7, 2024 Regular City Council Meeting Minutes.

5.4) Received a report of payments issued from April 1, 2024 – April 30, 2024, totaling $12,904,252.45.

5.5) Approved and Authorized the Mayor to execute the Fourth Amendment to the City Manager's Employment Agreement and approve the one-time contribution to the City Manager's deferred compensation account.

On a motion by Councilmember McCorriston, seconded by Vice Mayor Hu, and by unanimous vote, the City Council adopted the Consent Calendar, except for items 5.2, 5.3 and 5.6.

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

5.2) Received the City Treasurer's Informational Report of Investments for the Quarter Ending March 31, 2024.

This item was pulled from the Consent Calendar by Councilmember Qaadri for clarifying questions.

5.6) Confirmed the Mayor's appointments to the Youth Advisory Committee and the Student Representative to the Parks and Community Services Commission for the 2024-25 term.

This item was pulled from the Consent Calendar by Mayor Hernandez for further discussion.

By consensus, the City Council directed Staff to work with the Youth Advisory Committee to discuss options for the structure of the Committee.

On a motion by Councilmember Josey and seconded by Vice Mayor Hu, and by unanimous vote, the City Council adopted Consent Calendar items 5.2 and 5.6.

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

5.3) Waived the reading and introduced the Ordinance Rescinding and Replacing Ordinance No. 6-82 Amending Dublin Municipal Code Section 2.08.020 and Providing for an Increase in the Salary for Members of the City Council.

This item was pulled from the Consent Calendar by Vice Mayor Hu for a separate vote.

On a motion by Councilmember Josey and seconded by Vice Mayor Hu, and by a 3-to-2 vote, the City Council adopted Consent Calendar item 5.3.

RESULT:	ADOPTED [3-to-2]
MOVED BY:	Jean Josey, Councilmember
SECOND:	Dr. Sherry Hu, Vice Mayor
AYES:	Hernandez, Josey, Qaadri
NOES:	McCorriston, Hu

6) PUBLIC HEARING

6.1) Inclusion of a Community Facilities District Financing Option in the City of Dublin's Participation in the California Statewide Community Infrastructure Program (SCIP)

Mayor Hernandez stated this item would be continued to a date uncertain.

7) UNFINISHED BUSINESS

7.1) Economic Development Strategy Framework

The City Council received a presentation on the framework for the update to the Economic Development Strategy and Economic Development Element to the General Plan.

Mayor Hernandez opened the public comment period.

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

By consensus, City Council directed Staff to provide an informational report in the future regarding programs to reduce vacancies within the City.

8) NEW BUSINESS

8.1) Report on Affordable Housing Fund Balance

The City Council received a presentation on the Affordable Housing Fund balance.

Mayor Hernandez opened the public comment period.

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

Mayor Hernandez called for a break at 9:37 PM.

Mayor Hernandez reconvened the meeting at 9:40 PM.

By consensus, the City Council directed Staff to bring an item to a future meeting to consider providing $5 million from the Affordable Housing Fund for Sunflower Hill at The DC.

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).

By consensus, the City Council directed Staff to schedule a presentation from Visit Tri-Valley for a future meeting.

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 9:53 PM.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 5.2

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendments to Agreements for Consulting Services and Contractor Services with Cascadia Consulting, Guida (formerly Guida Surveying, Inc.), Kimley-Horn & Associates Inc., Kittelson & Associates, Inc., Lynx Technologies, Pakpour Consulting Group, Inc., and Tri-Valley Janitorial Service & Supply, Inc.

Prepared by: Julius Pickney, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider the approving amendments to Consulting Services Agreements and Contractor Services Agreements with Cascadia Consulting, Guida (formerly Guida Surveying, Inc.), Kimley-Horn & Associates Inc., Kittelson & Associates, Inc., Lynx Technologies, Pakpour Consulting Group, Inc., and Tri-Valley Janitorial Services & Supply, Inc. The proposed amendments extend the durations and increase the not-to-exceed compensation amounts of the agreements.

STAFF RECOMMENDATION:

Take the following actions: 1) Adopt the **Resolution** Approving Amendment #2 to the Contractor Services Agreement with Cascadia Consulting Group, Inc. for Senate Bill 1383 Implementation Assistance; 2) Adopt the **Resolution** Approving Amendment #1 to the Consulting Services Agreement with Guida (Formerly Guida Surveying, Inc.) for Surveying Services; 3) Adopt the **Resolution** Approving Amendment #1 to the Consulting Services Agreement with Kimley-Horn & Associates Inc. for Development Review, Intelligent Transportation Systems, and Transportation Planning and Engineering; 4) Adopt the **Resolution** Approving Amendment #1 to the Consulting Services Agreement with Kittelson & Associates, Inc. for Transportation Planning and Engineering Services; 5) Adopt the **Resolution** Approving Amendment #2 to the Consulting Services Agreement with Lynx Technologies , Inc. for GIS Consulting Services; 6) Adopt the **Resolution** Approving Amendment #2 to the Consulting Services Agreement with Pakpour Consulting Group, Inc. for Development Review and Construction Management and Inspection Services; and 7) Adopt the **Resolution** Approving Amendment #1 to the Contractor Services Agreement with Tri-Valley Janitorial Services & Supply, Inc. for Janitorial Services and Supplies.

FINANCIAL IMPACT:

The cost of these services will be charged to the Public Works Department in accordance with the adopted annual operating budget, Capital Improvement Program project budgets, and developer deposit accounts.

DESCRIPTION:

The Public Works Department utilizes consultants and contractors on Capital Improvement Program (CIP) Projects, private development projects, and City operations and maintenance programs. Services provided assist Staff in specific areas of technical, operational, and maintenance services. Consultants and contractors are solicited through open and competitive request for proposals (RFP) or request for qualifications (RFQ) processes.

The City Council adopted Resolutions and authorized entering into agreements with the following consultant and contractor firms, as follows:

Consultant/Contractor	Agreement Date	Amendment Date	Resolution Number(s)
Cascadia Consulting Group, Inc.	June 2, 2021	April 5, 2022	54-21, 24-22
Guida (formerly Guida Surveying, Inc.)	July 1, 2021	n/a	77-21
Kimley-Horn & Associates, Inc.*	July 1, 2021	n/a	73-21,75-21, 78-21
Kittelson & Associates, Inc.	July 1, 2021	n/a	78-21
Lynx Technologies	July 1, 2021	April 18, 2023	53-21, 30-23
Pakpour Consulting Group, Inc*.	July 1, 2021	December 16, 2021	72-21, 73-21
Tri-Valley Janitorial Service & Supply, Inc.	April 20, 2021	n/a	30-21

* NOTE: Kimley-Horn & Associates Inc. and Pakpour Consulting Group, Inc. provided qualifications in multiple on-call consulting services categories. Agreements with these firms were approved via separate resolutions specific to those consulting services categories on July 1, 2021.

The agreements listed above will expire on June 30, 2024. Staff recommends that City Council approve amendments to extend the term of services through June 1, 2026 for Cascadia Consulting Group, Inc., and through June 30, 2026 for the remaining consultant and contractor firms. In order to pay for services provided through the term extensions, Staff also recommends the agreement amendments include increases to the not-to-exceed compensation limit for each firm as shown in the table below.

Consultant/Contractor	Current Compensation Limit	Proposed Compensation Limit
Cascadia Consulting Group, Inc.	$407,610	$607,610
Guida (formerly Guida Surveying, Inc.)	$100,000	$200,000
Kimley-Horn & Associates, Inc.	$2,000,000	$2,500,000
Kittelson & Associates, Inc.	$500,000	$1,000,000
Lynx Technologies	$357,000	$467,000
Pakpour Consulting Group, Inc.	$2,000,000	$3,000,000
Tri-Valley Janitorial Service & Supply, Inc.	$2,397,977	$4,302,220*

* Rounded to nearest dollar.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving Amendment #2 to the Contractor Services Agreement with Cascadia Consulting Group, Inc. for Senate Bill 1383 Implementation Assistance
2) Exhibit A to the Resolution – Amendment #2 to the Contractor Services Agreement with Cascadia Consulting Group, Inc.
3) Contractor Services Agreement and Amendment #1 with Cascadia Consulting Group, Inc. for Senate Bill 1383 Implementation Assistance
4) Resolution Approving Amendment #1 to the Consulting Services Agreement with Guida (Formerly Guida Surveying, Inc.) for Surveying Services
5) Exhibit A to the Resolution – Amendment #1 to the Consulting Services Agreement with Guida
6) Consulting Services Agreement with Guida Surveying, Inc. for On-call Surveying Services
7) Resolution Approving Amendment #1 to the Consulting Services Agreement with Kimley-Horn & Associates, Inc. for Development Review, Intelligent Transportation Systems, and Transportation Planning and Engineering
8) Exhibit A to the Resolution – Amendment #1 to the Consulting Services Agreement with Kimley-Horn and Associates, Inc.
9) Consulting Services Agreement with Kimley-Horn and Associates, Inc. for On-call Development Review, Intelligent Transportation Systems, and Transportation Planning and Engineering
10) Resolution Approving Amendment #1 to the Consulting Services Agreement with Kittelson & Associates, Inc. for Transportation Planning and Engineering Services
11) Exhibit A to the Resolution – Amendment #1 to the Consulting Services Agreement with Kittelson & Associates, Inc.

12) Consulting Services Agreement with Kittelson & Associates, Inc. for On-call Transportation Planning and Engineering Services
13) Resolution Approving Amendment #2 to the Consulting Services Agreement with Lynx Technologies, Inc. for GIS Consulting Services
14) Exhibit A to the Resolution – Amendment #2 to the Consulting Services Agreement with Lynx Technologies, Inc.
15) Consulting Services Agreement with Lynx Technologies, Inc. for GIS Consulting Services
16) Resolution Approving Amendment #2 to the Consulting Services Agreement with Pakpour Consulting Group, Inc. for Development Review and Construction Management and Inspection Services
17) Exhibit A to the Resolution – Amendment #2 to the Consulting Services Agreement with Pakpour Consulting Group, Inc.
18) Consulting Services Agreement and Amendment #1 with Pakpour Consulting Group, Inc. for On-call Development Review and Construction Management and Inspection
19) Resolution Approving Amendment #1 to the Contractor Services Agreement with Tri-Valley Janitorial Service & Supply, Inc. for Janitorial Services and Supplies
20) Exhibit A to the Resolution – Amendment #1 to the Contractor Services Agreement with Tri-Valley Janitorial Service & Supply, Inc.
21) Contractor Services Agreement with Tri-Valley Janitorial Service & Supply, Inc. for Janitorial Services and Supplies

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENT #2 TO THE CONTRACTOR SERVICES AGREEMENT WITH CASCADIA CONSULTING GROUP, INC. FOR SENATE BILL 1383 IMPLEMENTATION ASSISTANCE

WHEREAS, on June 1, 2021, the City Council adopted Resolution No. 54-21 approving a Contractor Services Agreement with Cascadia Consulting Group, Inc. for Senate Bill (SB) 1383 implementation assistance; and

WHEREAS, on April 5, 2022, the City Council adopted Resolution No. 24-22 approving Amendment #1 to a Contractor Services Agreement with Cascadia Consulting Group, Inc. for SB 1383 implementation assistance to increase the scope of work and increase the compensation; and

WHEREAS, the City and Contractor mutually desire to amend the Agreement to extend the term and increase the compensation amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does herby approve Amendment #2 with Cascadia Consulting Group, Inc.

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

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AMENDMENT #2 TO CONTRACTOR SERVICES AGREEMENT
BETWEEN THE CITY OF DUBLIN AND CASCADIA CONSULTING GROUP, INC.

WHEREAS, on **June 2, 2021**, the City of Dublin (hereinafter referred to as "CITY") and Cascadia Consulting Group, Inc. (hereinafter referred to as " **CONTRACTOR** ") entered into a Contractor Services Agreement for SB1383 Implementation Assistance (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, on **April 5, 2022**, the City Council adopted Resolution 24-22 approving Amendment No. 1 to the Contractor Services Agreement for SB 1383 Implementation Assistance; and

WHEREAS, the existing AGREEMENT will expire on June 30, 2024; and

WHEREAS, the CITY and CONTRACTOR now wish to amend the Agreement to extend the term through June 1, 2026 by modifying section 1.1 of the Agreement, and to increase the not to exceed compensation amount to $607,610 by modifying Section 2 of the Agreement; and

WHEREAS, the CITY and CONTRACTOR now wish to amend the AGREEMENT to update the compensation schedule by modifying Exhibit B 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 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 1, 2026, the date of completion specified in Exhibit A, 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.

2) Section 2 COMPENSATION, the first paragraph shall be rescinded in its entirety and replaced with the following:

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $607,610, notwithstanding any contrary indications that may be contained in the Contractor's proposal, for services to be performed and reimbursable costs

incurred under his Agreement. In the event of a conflict between this Agreement and the Contractor's proposal, 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. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

3) Revised Exhibit B (Compensation Schedule & Reimbursable Expenses) of the AGREEMENT is amended per the attached.

4) Except to the extent inconsistent with this Second Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

5) All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

6) The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

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

CITY OF DUBLIN

By: _____
Linda Smith D'Ambrosio, City Manager

Dated: _____

CASCADIA CONSULTING GROUP, INC.

DocuSigned by:
By: Stephanie Thomas
30D2D99D530F4DF...
Stephanie Thomas, Co-president

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Consultant shall provide the services at the hourly rates shown in the table below. A new fee schedule is issued at the beginning of each year, as approved by the City.

Position Title	2024-25FY
Strategic Advisor I	$255
Strategic Advisor II	$260
Strategic Advisor III	$295
Project Manager I	$220
Project Manager II	$235
Outreach Specialist I	$150
Outreach Specialist II	$155
Outreach Specialist III	$180
Outreach Lead	$210
Graphic Design I	$135
Graphic Design II	$155
Graphic Design III	$165
Graphic Design Lead	$275
Data Analyst I	$155
Data Analyst II	$175
Data Analyst III	$200
Data Analyst Lead	$220
Survey Lead	$180

Standard charges for common reimbursable direct expenses are as follows:

Automobile Travel – Prevailing IRS mileage rate

*Mileage fees are based on the round-trip distance from the point of origin.
*Reimbursable expenditures shall be itemized and provided as part of submitted invoices.

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CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
CASCADIA CONSULTING GROUP, INC.

THIS AGREEMENT for contract services is made by and between the City of Dublin ("City") and Cascadia Consulting Group, Inc. ("Contractor") (together sometimes referred to as the "Parties") as of June 2, 2021 (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 the date of completion specified in Exhibit A, 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 $276,390, 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.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of

Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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.

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 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 negligence, recklessness, or willful misconduct in the 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:

Cascadia Consulting Group
Att: Julie Bryant, Director
315 Washington St
Oakland, CA 94607

Any written notice to City shall be sent to:

City of Dublin
Att: Michelle Sung, Environmental Technician
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.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

DocuSigned by:

Linda Smith

E33836CEEC044E0...

Linda Smith, City Manager

Cascadia Consulting Group

DocuSigned by:

Julie Bryant

5F5B1E7C01FF43A...

Julie Bryant, Director

Attest:

DocuSigned by:

Marsha Moore

9BB70813D22F40A...

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:

Jordyn Bishop for

5ED7F38973DC484...

City Attorney

3070365.1

EXHIBIT A

SCOPE OF SERVICES

The Contractor will be required to deliver technical assistance to businesses, multifamily properties, and edible food generators in Dublin to ensure compliance with SB 1383. The Contractor will be required to conduct the following tasks on an ongoing basis.

Tasks:

1. Conduct waste assessments to identify businesses and/or multifamily properties that are eligible to receive SB 1383 De Minimis Waivers. Coordinate with Amador Valley Industries (AVI) on planned activities.
2. In coordination with City staff, develop and implement an outreach plan for businesses, single-family homeowners, and multifamily properties on SB 1383 requirements. Contractor will also coordinate with AVI on planned activities, work with customers to implement new compost programs, provide cost analyses, education and outreach, and coordinate with AVI as needed to implement service level changes.
3. Conduct outreach to Tier 1 and Tier 2 commercial edible food generators to convey SB 1383 requirements, support set up of edible food donation programs, and confirm written agreements are in place with food recovery organizations, if any.
4. Conduct an analysis and provide a plan to help the City identify SB 1383 procurement options. The analysis shall include an estimate of compost/mulch quantities that could be applied to parks, open space, right-of-way, and other City owned property and shall also consider other options that would satisfy the procurement requirement (e.g. partnering with direct service providers and/or special districts).
5. Provide a report on potential SB 1383 data tracking and management options, including proprietary and non-proprietary database and reporting systems.
6. As necessary and as directed by City staff: Conduct lid lift assessments to identify contamination in organics and recycling streams, address contamination by providing technical assistance.
7. As necessary and as directed by City staff: Conduct lid lift assessments to identify target materials (organics and/or recyclables) in the garbage. Identify opportunities to reduce target materials from garbage stream by recommending service level changes, providing cost analyses, and coordinating with AVI to implement changes as needed.
8. Track activities and progress towards objectives.
9. Assist with other SB 1383 related items as needed.

Deliverables

At minimum, deliverables for this project shall include one-time and Quarterly Reports that include the following:

1. Community outreach plan for SB 1383 compliance.
2. Compost procurement options report.

3. Database tracking and management report.
4. Activity tracking for outreach and recommendations provided to businesses and multifamily properties.
5. Documentation of businesses or multifamily properties that qualify for De Minimis waivers including location, date of assessment, and name of generator that qualifies for waiver.
6. Documentation of outreach provided to edible food generators, and list of generators that have contracts with food recovery organizations.

Contingency

This contract includes a contingency amount of $75,000 which may only be expended upon written pre-verification approval by the City for lid lift assessments and/or other SB 1383 related items that will be conducted as necessary and as directed by City staff. Because the City has not yet engaged in contract negotiations with AVI for SB 1383 implementation, it has not yet been determined if AVI or the Contractor will conduct lid lift assessments or if other SB 1383 activities will be required of the Contractor.

EXHIBIT B

COMPENSATION SCHEDULE

Key Staff	Hourly Rate
Julie Bryant, Principal-in-Charge	$225
Angela Pan, Project Manager	$150
Terry Ng, Outreach Lead	$100
Maddie Seibert, Edible Food Generator Outreach Lead	$120
Jennifer de Graaf, Organic Waste Procurement & MWELO Advisor	$150

AMENDMENT #1 TO CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND CASCADIA CONSULTING GROUP, INC.

WHEREAS, on June 2, 2021, the City of Dublin (hereinafter referred to as "CITY") and Cascadia Consulting Group, Inc. (hereinafter referred to as " CONTRACTOR ") entered into a Contractor Services Agreement for SB 1383 Implementation Assistance (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the CONTRACTOR continues to complete scope of work in the existing AGREEMENT; and

WHEREAS, the CITY and CONTRACTOR mutually desire to amend the AGREEMENT to add scope of work as described in Exhibit A and increase compensation.

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

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

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 revised 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.

2) 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 $407,610, 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.

3) Revised Exhibit A (Scope of Services) of the AGREEMENT is amended per the attached.

4) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

5) All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

6) The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor 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

DocuSigned by:

By: Linda Smith
E33836CFFC044E0...
Linda Smith, City Manager

Dated: 4/14/2022

CASCADIA CONSULTING GROUP, INC

DocuSigned by:

By: Julie Bryant
5F5B1E7C01FF43A...
Julie Bryant, Director

ATTEST:

DocuSigned by:

By: Marsha Moore
9BB70815D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

By: Jordyn Bishop for
5ED7F38973DC484...
City Attorney

EXHIBIT A

SCOPE OF SERVICES

The Contractor will be required to deliver technical assistance to businesses, multifamily properties, and edible food generators in Dublin to ensure compliance with SB 1383. The Contractor will be required to conduct the following tasks on an ongoing basis.

Tasks:

1. Conduct waste assessments to identify businesses and/or multifamily properties that are eligible to receive SB 1383 De Minimis Waivers. Coordinate with Amador Valley Industries (AVI) on planned activities.
2. In coordination with City staff, develop and implement an outreach plan for businesses, single-family homeowners, and multifamily properties on SB 1383 requirements. Contractor will also coordinate with AVI on planned activities, work with customers to implement new compost programs, provide cost analyses, education and outreach, and coordinate with AVI as needed to implement service level changes.
3. Conduct outreach to Tier 1 and Tier 2 commercial edible food generators to convey SB 1383 requirements, support set up of edible food donation programs, and confirm written agreements are in place with food recovery organizations, if any.
4. Conduct an analysis and provide a plan to help the City identify SB 1383 procurement options. The analysis shall include an estimate of compost/mulch quantities that could be applied to parks, open space, right-of-way, and other City owned property and shall also consider other options that would satisfy the procurement requirement (e.g. partnering with direct service providers and/or special districts).
5. Provide a report on potential SB 1383 data tracking and management options, including proprietary and non-proprietary database and reporting systems.
6. SB 1383 Route Review. Conduct lid lift assessments to identify contamination in containers randomly selected on all hauler routes. Contractor shall coordinate with the City to randomly select customers for monitoring. Contractor shall design educational cart tags for placement on the cart during route review. Upon finding prohibited contaminants, an educational tag shall be left on the container notifying the generator. If prohibited contaminants are not noted, a tag shall be left on the container notifying the generator that they are sorting properly. Route review data shall be tracked in a database selected by the City. Contractor shall coordinate with the City's franchised waste hauler to minimize disruption to normal waste collection activities and route review results shall also be shared.
7. Track activities and progress towards objectives.
8. Assist with other SB 1383 related items as needed.

Deliverables

At minimum, deliverables for this project shall include one-time and Quarterly Reports that include the following:

1. Community outreach plan for SB 1383 compliance.
2. Compost procurement options report.
3. Database tracking and management report.
4. Activity tracking for outreach and recommendations provided to businesses and multifamily properties.
5. Documentation of businesses or multifamily properties that qualify for De Minimis waivers including location, date of assessment, and name of generator that qualifies for waiver.
6. Documentation of outreach provided to edible food generators, and list of generators that have contracts with food recovery organizations.

RESOLUTION NO. XX – 24

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

APPROVING AMENDMENT #1 TO THE CONSULTING SERVICES AGREEMENT WITH GUIDA (FORMERLY GUIDA SURVEYING, INC.) FOR SURVEYING SERVICES

WHEREAS, on June 15, 2021, the City Council adopted Resolution No. 77-21 approving an Agreement for On-Call Surveying Services with Guida Surveying, Inc. for a not-to-exceed amount of $100,000 over a three-year term; and

WHEREAS, the City and Consultant mutually desire to amend the Agreement to extend the term and increase the compensation amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does herby approve Amendment #1 with Guida (formerly Guida Surveying, Inc.).

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

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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AMENDMENT #1 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND GUIDA

WHEREAS, on **July 1, 2021**, the City of Dublin (hereinafter referred to as "CITY") and **GUIDA** (hereinafter referred to as " **CONSULTANT** ") entered into a Consulting Services Agreement for **On-Call Surveying Services** (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the existing AGREEMENT will expire on June 30, 2024; and

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to extend the term through June 30, 2026 by modifying section 1.1 of the Agreement, and to increase the not to exceed compensation amount to $200,000 by modifying 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 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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.

2) Section 2 COMPENSATION, the first paragraph shall be rescinded in its entirety and replaced with the following:

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $200,000, notwithstanding any contrary indications that may be contained in the Consultant's proposal, for services to be performed and reimbursable costs incurred under his Agreement. In the event of a conflict between this Agreement and the Consultant's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

By: _____
Linda Smith D'Ambrosio, City Manager

Dated: _____

GUIDA

DocuSigned by:
By: Bernie McInally
40E3BE316C3C47D...
Bernie McInally, PLS, Executive Vice President

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND GUIDA SURVEYING, INC. FOR ON-CALL SURVEYING SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Guida Surveying, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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. Consultant 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 Consultant is engaged.

1.3 Assignment of Personnel. Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant 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 Consultant's obligations hereunder.

1.5 Public Works Requirements. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works

within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

1.6 **Public Works Contractor Registration**. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $100,000 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant 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.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant 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. Consultant 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 Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant 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. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant 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 Consultant. 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, Consultant 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 entity for all work performed by the Consultant, its employees, agents, and subcontractors.

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

a. Certificate of Liability 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. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 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 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant'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 Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant 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 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount

not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 **All Policies Requirements.**

4.4.1 **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.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant 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 Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **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).

4.4.5 **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.

4.4.6 **Subcontractors.** Consultant 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.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. **INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. **STATUS OF CONSULTANT.**

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant 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 Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant 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 Consultant 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, Consultant 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 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement.

Consultant 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 Consultant.

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not 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 Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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 **Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant 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 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant

understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

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

10.9 **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.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Guida Surveying, Inc.
Attn: Eric Low, PLS, Project Manager
4695 Chabot Drive, Suite 115
Pleasanton, CA 94588

Any written notice to City shall be sent to:

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

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses
Exhibit C	Indemnification
Exhibit D	California Labor Code Section 1720 Information

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10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 **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 Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant 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

DocuSigned by:

Linda Smith

Linda Smith, City Manager

Attest:

DocuSigned by:

Marsha Moore

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:

Jordyn Bishop for

City Attorney

Guida Surveying, Inc.

DocuSigned by:

Bernie McInally

Bernie McInally, PLS, Executive Vice President

Consultant's DIR Registration Number
(if applicable)

3070368.1

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EXHIBIT A

SCOPE OF SERVICES

Surveying

- Provide staff augmentation services.
- Review parcel maps, final maps, lot mergers, lot line adjustments, and plat maps and legal descriptions for technical accuracy, including review of boundary, cover sheet certificates, closure calculations, monuments, easements and cross-referencing improvement plans in accordance with the Subdivision Map Act, City Subdivision Ordinance, and surveying standards of practice.
- Provide a licensed land surveyor and/or civil engineer to sign and approve parcel and final maps for technical correctness on behalf of the City as Acting City Surveyor or Acting Assistant City Engineer.
- Prepare plat maps and legal descriptions for acquisition areas.
- Conduct topographic surveys, process field data, and produce topographic maps.
- GPS data collection, inventory management, and GIS integration.
- Research record documentation defining existing right-of-way. Prepare right-of-way maps.
- Calculate record locations of pertinent boundary monumentation for use in field survey work.
- Conduct field right-of-way surveys to locate boundary evidence.
- Perform boundary analysis based on record and field data.
- Perform topographic surveys for the design of capital projects.
- Perform construction staking surveys.
- Conduct monument verifications.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

HOURLY RATES (*Rates effective July 1, 2021 through June 30, 2022*)	
LABOR DESCRIPTION	**RATE**
Principal	$250.00
Project Manager	$200.00
Project Surveyor	$175.00
Survey Analyst	$150.00
Survey Technician	$125.00
Project Coordinator	$ 95.00
*Field Survey Rates by Prevailing Wage Classification**	
1-Person Survey Crew	$175.00
2-Person Survey Crew	$275.00
3-Person Survey Crew	$370.00

**1-, 2-, and 3-person survey crews are inclusive of survey vehicles, conventional and GPS survey equipment, and associated survey tools, safety equipment, etc.*

MINIMUM HOURLY CHARGE *(PREVAILING WAGE ONLY)*

Office classifications will be billed based on the hours worked, no minimum hourly charge. Field classifications will be billed on an hourly basis with a minimum of 4, 6, and 8 hours in accordance with prevailing wage requirements.

ESCALATION

Rates shall remain fixed through June 30, 2022. Escalation of rates will begin on July 1, 2021 and escalate on July 1st each year thereafter. Escalation will be based upon the San Francisco Bay Area Consumer Price Index.

OVERTIME	
Straight time will be billed for all work performed on-site up to 8 hours each day, Monday through Friday. Overtime will begin after 8 hours, Monday through Friday and on Saturdays. Double time will begin after 12 hours and on Sundays and holidays. The overtime/double labor rates will include:	
Overtime (on-site over 8 hours Mon-Fri and Sat)	1.5 times the hourly base rate
Sundays and Holidays	2.0 times the hourly base rate
Nighttime Non-Overtime	1.5 times the hourly base rate

OTHER DIRECT COSTS

Reimbursable costs for project specific items including but not limited to utility and agency research fees, permits, title company fees, County checking fees, etc., shall be billed at cost.
Mileage will be billed at the approved IRS rate.
Subconsultant fees shall be billed at cost plus 10%.
Expenses for any special equipment and/or requests shall be at the approval of the client and billed at cost.

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EXHIBIT C

INDEMNIFICATION

A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage

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rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, 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 in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

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E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

RESOLUTION NO. XX – 24

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

APPROVING AMENDMENT #1 TO THE CONSULTING SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. FOR DEVELOPMENT REVIEW, INTELLIGENT TRANSPORTATION SYSTEMS, AND TRANSPORTATION PLANNING AND ENGINEERING SERVICES

WHEREAS, on June 15, 2021, the City Council adopted Resolution Numbers 73-21, 75-21, and 78-21 approving an Agreement for On-Call Development Review Services, Intelligent Transportation Systems Services, and Transportation Planning and Engineering Services with Kimley-Horn and Associates, Inc. for a not-to-exceed amount of $2,000,000 over a three-year term; and

WHEREAS, the City and Consultant mutually desire to amend the Agreement to extend the term and increase the compensation amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does herby approve Amendment #1 with Kimley-Horn & Associates, Inc.

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

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AMENDMENT #1 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND KIMLEY-HORN AND ASSOCIATES, INC.

WHEREAS, on **July 1, 2021**, the City of Dublin (hereinafter referred to as "CITY") and **Kimley-Horn and Associates, Inc.** (hereinafter referred to as " **CONSULTANT** ") entered into a Consulting Services Agreement for **On-Call Development Review, On-Call Intelligent Transportation Systems and On-Call Transportation Planning and Engineering**(hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the existing AGREEMENT will expire on June 30, 2024; and

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to extend the term through June 30, 2026 by modifying section 1.1 of the Agreement, and to increase the not to exceed compensation amount to $2,500,000 by modifying 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 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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.

2) Section 2 COMPENSATION, the first paragraph shall be rescinded in its entirety and replaced with the following:

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $2,500,000, notwithstanding any contrary indications that may be contained in the Consultant's proposal, for services to be performed and reimbursable costs incurred under his Agreement. In the event of a conflict between this Agreement and the Consultant's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

By: _____
Linda Smith D'Ambrosio, City Manager

Dated: _____

KIMLEY-HORN AND ASSOCIATES, INC.

By: DocuSigned by: _____
F7532B43EE4642E...
Brian Sowers, Sr. Vice President

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND KIMLEY-HORN AND ASSOCIATES, INC. FOR ON-CALL DEVELOPMENT REVIEW, ON-CALL INTELLIGENT TRANSPORTATION SYSTEMS, AND ON-CALL TRANSPORATION PLANNING AND ENGINEERING

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Kimley-Horn and Associates, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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. Consultant 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 Consultant is engaged.

1.3 Assignment of Personnel. Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant 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 Consultant's obligations hereunder.

1.5 [Reserved]

1.6 [Reserved]

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $1,000,000 for Development Review, $500,000 for Intelligent Transportation Systems services, and $500,000 for Transportation Planning and Engineering, for a total of $2,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all

outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant 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.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant 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. Consultant 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 Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant 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. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.**

4.1.1 **General Requirements.** Consultant 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 Consultant. 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, Consultant 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 entity for all work performed by the Consultant, its employees, agents, and subcontractors.

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

a. Certificate of Liability 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.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 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 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant'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 Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant 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 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 **All Policies Requirements.**

4.4.1 **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.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant 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 Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **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).

4.4.5 **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.

4.4.6 **Subcontractors.** Consultant 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.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. **INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. **STATUS OF CONSULTANT.**

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant 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 Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant 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 Consultant 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, Consultant 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 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement.

Consultant 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 Consultant.

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not 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 Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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 **Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant 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 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700,

Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

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

10.9 **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.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
Kimley-Horn and Associates, Inc.
Brian Sowers, Sr. Vice President
4637 Chabot Drive, Suite 300
Pleasanton, CA 94588

Any written notice to City shall be sent to:

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

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses
Exhibit C	Indemnification

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 **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 Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant 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

DocuSigned by:
Linda Smith
E33836CFFC044E0...
Linda Smith, City Manager

Attest:

DocuSigned by:
Marsha Moore
9DD70815D22F40A...
Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:
Jordyn Bishop for
5ED7E38973DC484...
City Attorney

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
Brian Sowers
F7532B43EE4642E...
Brian Sowers, Sr. Vice President

Consultant's DIR Registration Number
(if applicable)

3070368.1

EXHIBIT A

SCOPE OF SERVICES

Development Review

- Provide staff augmentation services.
- Serve as engineering project manager and primary engineering reviewer for a wide variety of land development, subdivision, commercial, encroachment permit, small cell permit, planning applications, and building permit applications.
- Review and manage multiple land development, subdivision, commercial, encroachment permit, small cell permit, planning applications, and building permit applications from initial planning application or entitlement through issuance of permit for construction or improvement plan and final map approval, construction, to final sign-off of improvements, turnover for maintenance, and warranty release.
- Review, analyze, and develop conditions of approval for various planning entitlement applications such as Tentative Maps, Site Development Reviews and Conditional Use Permits.
- Review various encroachment permit applications, including small cell site applications, and building permit applications.
- Review parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans and building permit plans for conformance with City and State regulations and engineering standards of practice, including ADA and accessibility requirements.
- Review plans and documents for conformance with the requirements of the RWQCB NDPES Municipal Regional Permit (MRP), including but not limited to:
    - Low impact development.
    - Source control.
    - Design of storm water treatment measures and sizing calculations.
    - Hydromodification standards and the use of BAHM software to both design and review detention and metering devices.
    - Trash capture.
    - Stormwater Management Maintenance Agreements.
- Work collaboratively with Public Works Staff and other City departments such as Planning, Building, Economic Development, Fire and Environmental Services during the review process.
- Coordinate the review and approval process with outside agencies such as Dublin San Ramon Services District, Zone 7 and Alameda County.
- Correspond directly with applicants and their design teams.
- Attend meetings with applicants and Staff and conduct various other duties in order to efficiently coordinate project reviews with City Staff.
- Write memorandums summarizing plan review comments for transmittal to applicants and other departments/agencies.
- Write staff reports for City Council meetings.

- Prepare agreements including long term encroachment agreements, stormwater operations & maintenance agreements and subdivision improvement agreements.
- Administer surety bonds associated with various agreements.
- Prepare grant deeds, grants of easement or certificates of acceptance documents and review of associated plat maps and legal descriptions.
- Perform field observations and walk-throughs of projects under construction, in support of Public Works inspection staff/consultants.

Intelligent Transportation Systems

- Develop Intelligent Transportation System (ITS) applications, communication needs, and upgrades.
- Perform Traffic Operation Center equipment (hardware and software) maintenance, including equipment replacement and provide monitoring and operation services.
- Provide assistance on Connected and Autonomous Vehicle implementation, testing and technology.
- Conduct research for technology comparisons.
- Develop long-range transportation related communication infrastructure plans.
- Provide communication infrastructure support and maintenance for traffic signals and traffic operations center.
- Support pursuit of Public/Private partnerships in transportation data sharing and management.

Transportation Planning and Engineering

- Provide staff augmentation services.
- Provide traffic signal design, timing, and coordination services.
- Develop Complete Street Policy design elements and implementation plans.
- Develop Transit Signal Priority design and implementation.
- Prepare and review traffic impact studies.
- Prepare and review Engineering and Traffic surveys for setting speed limits.
- Conduct travel demand modeling/forecasting and review Countywide Transportation Model; coordinate with County's consultant and provide traffic/transportation data as required.
- Conduct corridor and intersection analysis, including operations, safety, and level of service.
- Conduct vehicle miles traveled (VMT) analysis for land use and transportation projects.
- Prepare traffic warrant studies.
- Review/prepare construction detour plans and traffic control plans.
- Conduct traffic counts – include daily counts, vehicle classification counts, and turning movement counts for all modes, parking surveys, origin-destination surveys, GPS data collection, and assessment of existing conditions.
- Conduct parking studies.

- Prepare and review signing, marking, and striping plans.
- Prepare roadway, intersection, curb ramp, bulbout and roundabout design.
- Prepare and design for new or existing signalized intersections slated for modification (include considerations for transit, pedestrian and bicycle movements and focus on alternatives that reduce current intersection inefficiencies).
- Conduct traffic operations analyses and familiarity with Synchro/Simtraffic software based HCM Methodology.
- Conduct traffic microsimulation analysis for intersections and roadways.
- Develop and prepare grant applications.
- Provide updates to the Citywide Travel Demand Model.
- Review Transportation section of an EIR.
- Prepare and review Transportation Demand Management (TDM) plans and TDM monitoring reports.
- Perform Multimodal Transportation planning and design, which may include:
    - Street circulation planning and design.
    - Bicycle facility planning and design.
    - Pedestrian facility planning and design.
    - Transit planning, design and operations.
    - Transportation systems management/transportation demand management strategies.
    - Traffic calming assessment and design.
    - Bicycle, Pedestrian and Transit level of service or quality of service
    -
- Prepare cost estimates – planning and project level.
- Conduct public outreach – tasks may include developing materials for the public and content for the City's web site.
- Preparation of transportation project bid documents including plans, specifications and estimates (PS&E)
- Conduct feasibility studies for all modes of transportation.
- Evaluate and develop mobility hubs including but not limited to bicycle and scooter share programs.
- Implement Traffic Sign Retro-reflectivity standards and provide traffic sign inventory data management.

Implement transportation Asset Management and Customization.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Effective July 1, 2021 to June 30, 2022

Position Title	Rate for Year One*
Analyst I	$130.00
Analyst II	$150.00
Analyst III	$170.00
Professional I	$185.00
Professional II	$200.00
Professional III	$225.00
Professional IV	$250.00
Sr. Professional I	$270.00
Sr. Professional II	$295.00
Sr. Professional III	$310.00
Principal/Sr. Technical Advisor	$345.00
Project Support	$110.00

* All CPI increases shall be calculated by Consultant and requested for adjustment each May, effective each July 1st. Rate increases shall not exceed 3%. Additionally, rates shown are based on staff at their current classification level. Classifications are reviewed yearly, and individual staff classifications may change during the contract period.

Subconsultants/Vendors: Billed at cost plus 10%.

EXHIBIT C

INDEMNIFICATION

A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

3070368.1

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENT #1 TO THE CONSULTING SERVICES AGREEMENT WITH KITTELSON & ASSOCIATES, INC. FOR TRANSPORTATION PLANNING AND ENGINEERING SERVICES

WHEREAS, on June 15, 2021, the City Council adopted Resolution No. 78-21 approving an Agreement for On-Call Transportation Planning and Engineering Services with Kittelson & Associates, Inc. for a not-to-exceed amount of $500,000 over a three-year term; and

WHEREAS, the City and Consultant mutually desire to amend the Agreement to extend the term and increase the compensation amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does herby approve Amendment #1 with Kittleson & Associates, Inc.

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

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AMENDMENT #1 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND KITTELSON & ASSOCIATES, INC.

WHEREAS, on **July 1, 2021**, the City of Dublin (hereinafter referred to as "CITY") and Kittelson & Associates, Inc. hereinafter referred to as " **CONSULTANT** ") entered into a Consulting Services Agreement for **On-Call Transportation Planning & Engineering Services** (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the existing AGREEMENT will expire on June 30, 2024; and

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to extend the term through June 30, 2026 by modifying section 1.1 of the Agreement, and to increase the not to exceed compensation amount to $1,000,000 by modifying 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 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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.

2) Section 2 COMPENSATION, the first paragraph shall be rescinded in its entirety and replaced with the following:

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $1,000,000, notwithstanding any contrary indications that may be contained in the Consultant's proposal, for services to be performed and reimbursable costs incurred under his Agreement. In the event of a conflict between this Agreement and the Consultant's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

By: _____
Linda Smith D'Ambrosio, City Manager

Dated: _____

KITTELSON & ASSOCIATES, INC.

By: DocuSigned by: Damian Stefanakis 8CF26696D887435...
Damian Stefanakis, Senior Principal Planner

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND KITTELSON & ASSOCIATES, INC. FOR ON-CALL TRANSPORTATION PLANNING & ENGINEERING SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Kittelson & Associates, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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. Consultant 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 Consultant is engaged.

1.3 Assignment of Personnel. Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant 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 Consultant's obligations hereunder.

1.5 Public Works Contractor Registration. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a

public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit C.

1.6 **Public Works Contractor Registration**. Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Contractor or any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $500,000 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant 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.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant 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. Consultant 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 Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant 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. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant 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 Consultant. 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, Consultant 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 entity for all work performed by the Consultant, its employees, agents, and subcontractors.

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

a. Certificate of Liability 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. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant'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 Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant 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 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for

licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **[Intentionally Deleted].**

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 **All Policies Requirements.**

4.4.1 **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.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant 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 Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **Wasting Policies.** Except for Consultant's Professional Liability policy, no policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **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.

4.4.6 **Subcontractors.** Consultant 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.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. **INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. **STATUS OF CONSULTANT.**

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant 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 Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that

Consultant 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 Consultant 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, Consultant 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 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement.

Consultant 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 Consultant.

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not 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 Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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 **Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant 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 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant

understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

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

10.9 **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.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Kittelson & Associates, Inc.
Attn: Aaron Elias, TE, Project Manager
155 Grand Avenue, Suite 505
Oakland, CA 94612

Any written notice to City shall be sent to:

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

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses
Exhibit C	Indemnification
Exhibit D	California Labor Code Section 1720 Information

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 **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 Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant 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

DocuSigned by:
Linda Smith
E33830CFFC044E0...
Linda Smith, City Manager

Attest:

DocuSigned by:
Marsha Moore
9BB70813D22F40A...
Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:
Jordyn Bishop for
5ED7F38973DC484...
City Attorney

KITTELSON & ASSOCIATES, INC.

DocuSigned by:
Laurence Lewis
5285DAF00F1940D...
Laurence Lewis, AICP LEED AP, Principal Planner

_____
Consultant's DIR Registration Number
(if applicable)

3766317.1

EXHIBIT A
SCOPE OF SERVICES

Surveying

- Provide staff augmentation services.
- Review parcel maps, final maps, lot mergers, lot line adjustments, and plat maps and legal descriptions for technical accuracy, including review of boundary, cover sheet certificates, closure calculations, monuments, easements and cross-referencing improvement plans in accordance with the Subdivision Map Act, City Subdivision Ordinance, and surveying standards of practice.
- Provide a licensed land surveyor and/or civil engineer to sign and approve parcel and final maps for technical correctness on behalf of the City as Acting City Surveyor or Acting Assistant City Engineer.
- Prepare plat maps and legal descriptions for acquisition areas.
- Conduct topographic surveys, process field data, and produce topographic maps.
- GPS data collection, inventory management, and GIS integration.
- Research record documentation defining existing right-of-way. Prepare right-of-way maps.
- Calculate record locations of pertinent boundary monumentation for use in field survey work.
- Conduct field right-of-way surveys to locate boundary evidence.
- Perform boundary analysis based on record and field data.
- Perform topographic surveys for the design of capital projects.
- Perform construction staking surveys.
- Conduct monument verifications.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

POSITION TITLE	RATE
Senior Principal Engineer/Planner	$310
Principal Engineer/Planner	$250
Associate Engineer/Planner	$220
Senior Engineer/Planner	$190
Engineer/Planner	$160
Transportation Analyst	$140
Principal Data Scientist/Developer	$260
Senior Data Scientist/Developer	$210
Data Scientist/Developer	$180
Data Analyst/Software Developer	$140
Software Technician	$110
Associate Technician	$165
Senior Technician	$155
Technician II	$130
Technician I	$110
Office Support	$90

Service & Other Direct Costs	Billing Rate
Mileage	$.575/mile
Travel & Other Direct Costs	Actual plus 10% markup
Subconsultants	Actual plus 10% markup

Note: Kittelson's schedule of hourly rates (as of July 1, 2021) for each position classification for year one of the Dublin On- Call contract. Rates are subject to increase each year on July 1.

All invoices shall be submitted on a monthly basis via PDF attachment to PWinvoices@dublin.ca.gov.

EXHIBIT C

INDEMNIFICATION

A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Contractor and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.

B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the

difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, 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 in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENT #2 TO THE CONSULTING SERVICES AGREEMENT WITH LYNX TECHNOLOGIES, INC. FOR GIS CONSULTING SERVICES

WHEREAS, on June 1, 2021, the City Council adopted Resolution No. 53-21 approving an Agreement with Lynx Technologies, Inc. for geographic information systems (GIS) consulting services; and

WHEREAS, on April 18, 2023, the City Council adopted Resolution No. 30-23 approving Amendment #1 with Lynx Technologies, Inc. to increase the not-to-exceed compensation amount to $357,000 and modify the scope of work and compensation schedule; and

WHEREAS, the City and Consultant mutually desire to amend the Agreement to extend the term and increase the compensation amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does herby approve Amendment #2 with Lynx Technologies, Inc.

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

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DocuSign Envelope ID: 64027860-1ED2-40BD-91D0-05387ECEB2B1

AMENDMENT #2 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND LYNX TECHNOLOGIES, INC. FOR GIS CONSULTING SERVICES

WHEREAS, on **July 1, 2021**, the City of Dublin (hereinafter referred to as "CITY") and **Lynx Technologies, Inc.** (hereinafter referred to as " **CONSULTANT** ") entered into a **Consulting** Services Agreement for **GIS Consulting** services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, on **April 18, 2023**, the City Council adopted Resolution 30-23 approving Amendment No. 1 to the Consulting Services Agreement for GIS Consulting Services; and

WHEREAS, the existing AGREEMENT is set to expire on June 30, 2024; and

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to extend the term through June 30, 2026 by modifying section 1.1 of the Agreement, and to increase the not-to-exceed compensation amount to $467,000 by modifying 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 1.1 shall be rescinded in its entirety and replaced with the following:

   Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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.

2) Section 2 COMPENSATION, the first paragraph shall be rescinded in its entirety and replaced with the following:

   Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **$467,000**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

3) Except to the extent inconsistent with this Second 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 Second Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: _____
Linda Smith, City Manager

Dated: _____

LYNX TECHNOLOGIES, INC.

DocuSigned by:
By: Patrick Kelleher
3F32219E7D6A4BB...
Patrick Kelleher, CEO

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND LYNX TECHNOLOGIES, INC. FOR GIS CONSULTING SERVICES

THIS AGREEMENT for GIS consulting services is made by and between the City of Dublin ("City") and Lynx Technologies, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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 the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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. Consultant 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 Consultant is engaged.

1.3 Assignment of Personnel. Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant 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 Consultant'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 for the proposed three-year term allows for a total not-to-exceed amount of $232,000, 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

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **[Intentionally Deleted]**

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **[Intentionally Deleted]**

2.7 **Payment of Taxes.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant 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.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant 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. Consultant 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 Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant 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. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.**

4.1.1 **General Requirements.** Consultant 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 Consultant. 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, Consultant 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 entity for all work performed by the Consultant, its employees, agents, and subcontractors.

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

a. Certificate of Liability 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. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 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 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant'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 Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant 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 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 **All Policies Requirements.**

4.4.1 **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.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant 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 Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **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).

4.4.5 **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.

4.4.6 **Subcontractors.** Consultant 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.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant 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 Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant 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 Consultant 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, Consultant 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 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement.

Consultant 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 Consultant.

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs,

computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not 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 Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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 **Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant 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 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

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

10.9 **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.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
Patrick Kelleher
1350 41st Ave, Suite 202
Capitola, CA 95010
Patrickk@lynxgis.com

Any written notice to City shall be sent to:

City of Dublin
Att: Tim Eisler
100 Civic Plaza
Dublin, CA 94568

10.11 **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 Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 **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 Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant 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

DocuSigned by:
Linda Smith
E33836CFFC044E0...

Linda Smith, City Manager

Attest: DocuSigned by:
Marsha Moore
9BB70815D22F40A...

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:
Jordyn Bishop for
5ED7F38973DC484...

City Attorney

LYNX TECHNOLOGIES, INC.

DocuSigned by:
Patrick Kelleher
3F32219E7D6A4BB...

Patrick Kelleher, CEO

3070368.1

EXHIBIT A

SCOPE OF SERVICES

[Please see attached proposal]

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

[Please see attached proposal]

EXHIBIT C

INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected 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 Consultant's performance of the services called for 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.

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 Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant 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 Consultant 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 Consultant accepts or rejects the tender of defense, whichever occurs first.

EXHIBIT A
SCOPE OF SERVICES

GIS Professional Services July 2021 through June 2024

Services will be performed as directed by the Information Systems Manager at the City of Dublin.

This agreement will provide ongoing support and further development of the City's Geographical Information System (GIS). Two Lynx staff will be dedicated to the City's GIS for up to 1,000 hours annually. Staff will conduct work both on and off site as required. Services are provided on a time and materials basis.

The tasks will vary but may involve any of the roles listed or related below:

- ArcGIS Enterprise / Geocortex Essentials design, implementation and maintenance,
- Database management, and administration, including design and documentation
- Web development within the ArcGIS Enterprise/Geocortex Essentials framework.
- Web development within the ArcGIS Online framework, this includes site management, user management and App development using Web App Builder, Field Apps, and Survey123
- Base feature layer maintenance including parcels, streets, addresses, roadway, tract, and boundary changes, including associated tables and annotation. These feature layers are maintained on a 30-day cycle and coordinated with adjacent cities and the county.
- Data maintenance of other layers within the GIS such as utility networks, planning and engineering overlays. These feature layers are updated as-needed,
- Trak-IT Management, IT's Helpdesk will be monitored on a *daily* basis, Lynx will respond to the City's request within 24 hours of new GIS-related tickets. Work will be assigned and processed accordingly, tickets will be completed (hours, results, status) and closed,
- Onsite work to collect and capture data. For example, staff could be assigned to go through engineering data to infill missing data, or there may be a special project that city staff requires a GIS technician in which significant interaction is required. Scanning to Laserfiche is another option onsite task that may be required as-needed.
- Field work as required, this may include field inspection such as sidewalk surveys or current land use, or high precision GPS capture of city assets.
- Ad hoc GIS analysis and presentations,

Project assignments will proceed with an estimate of required hours; a detailed scope of work will be provided for unusual or one-time projects. A simple email exchange of hours and approval is all that will be required for maintenance work.

EXHIBIT B

COMPENSATION SCHEDULE

The total budget will not exceed $232,000.

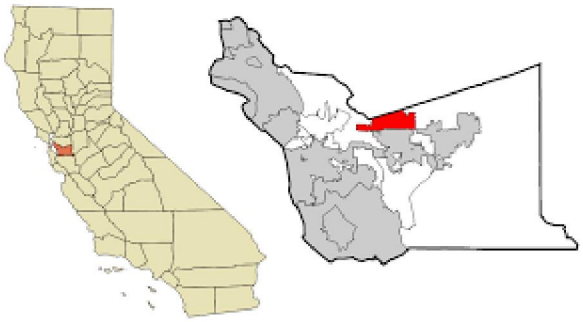
All work will be billed on a time and materials basis according to the following rate schedule over the next three years:

Year	Rate	Total Hours	Not to Exceed Amount
2021/2022	$75	**1000**	$75,000
2022/2023	$77	**1000**	$77,000
2023/2024	$80	**1000**	$80,000

GIS Maintenance & General GIS Consulting Services

Respectfully Submitted to:
Mr. Tim Eisler
Information Systems Manager
100 Civic Plaza
Dublin, CA 94568
tim.eisler@dublin.ca.gov

Lynx Technologies, Inc.
Response to: City of Dublin RFQ-GIS11921
Prepared by:
Patrick C. Kelleher, CEO
patrickk@lynxgis.com
(408) 482-3255



Lynx Technologies
1350 41st Ave, Suite 202
Capitola, CA 95010

FEBRUARY 8, 2[illegible]

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Cover Letter

February 8, 2021

Mr. Tim Eisler
Information Systems Manager
City of Dublin
Information Technology Department / GIS Division
100 Civic Plaza
Dublin, California 94568

Subject: GIS Maintenance & Geographic Information System Consulting Services

Dear Mr. Eisler:

Thank you for this opportunity to submit our proposal to provide geographic information system consulting services to the City of Dublin (City). For over two decades, Lynx Technologies has successfully provided GIS planning, implementation, and operations services to the Tri-Valley area and we are keenly aware of the GIS initiatives throughout the region. Lynx Technologies has many service engagements throughout Alameda County, including an integral component of the County's core base feature layer development. These relationships, along with our understanding of the region, will be beneficial to the City in its collaboration with other agencies.

Our proposed team consists of senior professionals who are experts in GIS and municipal business functions and in efficiently performing task order-based services. We have a unique combination of technical and subject matter expertise, available resources, and project management and communication skills.

Our approach will engage and apply GIS and best business practices, and tailor them to address the City's unique requirements and constraints. Our team will apply a methodology structured to evaluate each key component of the GIS program and make recommendations based on their analysis of what works best for the City.

We look forward to discussing our qualifications with you further. I will serve as the primary point of contact to answer any questions and I am authorized to obligate and negotiate the contract on behalf of Lynx Technologies.

Ms. Lynda Anastacio, will serve as technical manager. If we are awarded the contract, our team is committed to working with the City for the duration of the project. I may be reached at (408) 482-3255 or patrickk@lynxgis.com.

Sincerely,

Patrick Kelleher, President
Lynx Technologies

Digitally signed by Patrick Kelleher
DN: cn=Patrick Kelleher, o=Lynx Technologies, ou=Lynx, email=patrickk@lynxgis.com, c=US
Date: 2021.02.05 13:42:12 -08'00'

Statement of Understanding

The City of Dublin is seeking a professional GIS services firm to perform ongoing maintenance, development and enrichment of the City's Enterprise Geographic Information System (GIS). Lynx Technologies is pleased to have the opportunity to present our credentials and to demonstrate the case for selecting our company. We have the depth of resources and 60+ years of combined experience to assign the appropriate staffing to meet each assignment and fully address all services requested by the City. Moreover, we have worked as a team for nearly 20 years and we understand each other's strengths. Our cost is based on projects our team has performed while working for the City on past projects as well as work we are conducting elsewhere on similar engagements.

Three initiatives are outlined in the RFQ:

- Ongoing GIS Maintenance of the City's core spatial asset data
- ArcGIS Enterprise System Assessment and Design
- Maintain and enhance the City's current Web-Based GIS Environment: ArcGIS Enterprise, Geocortex Essentials, ArcGIS Online (AGOL). This includes integration with other critical business systems in use by the City such as, Laserfiche, Dude Solutions, HDL, Business License, etc.

Lynx Technologies, Inc. (Lynx) meets all of the requirements set forth in Considerations section of the RFQ:

- All work is conducted locally, Lynx does not outsource its services and never has.
- Lynx has a long-standing working relationship within Alameda County, the Tri-Valley area and the City of Dublin specifically. Indeed, our relationship within Alameda County spans every City, and spans over twenty (20) years,
- Lynx has current, ongoing contracts with all of the agencies in the region including: The cities of Livermore and Pleasanton, Alameda County Zone 7 Water Agency (Zone 7), Livermore-Pleasanton Fire Department (LPFD), and the Alameda County Regional Emergency Communications Center (ACRECC), and the Alameda County Sheriff's Office (ALSO). Most of these contracts have as similar histories.
- Lynx participated in the original Tri-Valley consortium and continue to foster mutual data sharing and cooperative ventures. We are currently working with the City's partner agencies on the Storm Water Permitting application, and working to get a tri-valley group for a shared Homeless Encampment app and repository. We regularly share core feature layer data particularly on an ad hoc basis.
- Lynx has extensive experience with Latitude Geographics' suite of web development products: Geocortex Essentials, Workflow and Report Builder. We have been working with Geocortex since 2012 and have built sites for about 20 agencies throughout the SF Bay area.
- Lynx has extensive experience with the full ESRI ArcGIS Enterprise suite and are fully engaged with its development and paradigm shift towards Open Data, and open platform-based GIS, i.e. GIS in the cloud, access to GIS for non-GIS people, and analytical tools for the organization. Lynx has built several ArcGIS Enterprise configurations for smaller agencies (Tier 3-5), a number of

ArcGIS Online apps using existing template libraries. We have also helped agencies set up their own AGOL organizational accounts and start to build their own libraries of maps and apps.

- The partnership between the City of Dublin and Lynx is mission critical. This is a core premise for Lynx and we take it very seriously. Our past experience working directly with the IT Manager/GIS Coordinator and other subject matter experts will continue; the IT Manager will have direct access to the Principal, Project Manager and Technicians at Lynx.
- Onsite services is a part of many of our contracts to augment City's GIS staffing needs. We plan to have one (1) staff member onsite one (1) day per week to manage Helpdesk tickets and to work directly with subject matter experts for ad hoc projects. For specific projects our technicians can be available onsite for short term engagements. The Principal will be available to report to the IT Manager on a bi-weekly basis to set priorities and discuss any issues that arise.
- Lynx is a registered Silver Business Partner with ESRI and we've begun a good working relationship with the Solutions Engineers based in Sacramento. They have extended offers to help Lynx in any way possible and will reach out to them as required.
- Lynx has an open approach to find GIS solutions and soliciting outside help where it is appropriate; our governing philosophy is to define the problem first and then combine resources to derive the right solution.

Qualifications and Experience

Local Experience

One of Lynx Technologies' core competencies is to design, develop and manage spatial data. We have been in business for 30 years and have helped develop GIS data for hundreds of Cities throughout California. As a local firm, we have worked for nearly every city within the nine counties comprising the San Francisco Bay area, and Alameda County is no exception. Indeed, we built the initial landbase for Alameda County including parcels, streets and address points and we continue to maintain the streets and address layers under agreements with the County Sheriff and Fire Dispatch agencies. We also helped craft the MOU that the governs the data sharing agreement for these data countywide. We've worked for every city in Alameda County except Berkeley, many in collaboration with other GIS consulting firms. We serve as the GIS consultants, augmenting City staff for the cities of Emeryville and Albany and manage their data, collaboratively employing multiple platforms including ArcGIS Enterprise, ArcGIS Online (AGOL) and Geocortex Essentials.

The Livermore-Amador Valley is a Lynx core site and we have long standing agreements with these agencies:

- City of Livermore (1996 to present)
- City of Pleasanton (2003 to present)
- City of Dublin (2016 – July 2020)
- Alameda County Water Agency, Zone 7 (2017 to present)
- Alameda County Sheriff (2005 to present)
- Livermore-Pleasanton Fire Department (1996 to present)
- Alameda County Regional Emergency Communications Center (2019-2023)

We were also part of the initial development of the Tri-Valley Consortium and with our extensive understanding of the people and data that comprise this GIS network, we continue to foster data design, sharing and ongoing developments of the region's GIS systems.

Ongoing support, staff augmentation, and on- and off-site maintenance is an extension of our data management expertise. Up until the pandemic, Lynx had four staff members providing onsite support for over a dozen agencies including 60% FTE for one staff at Alameda County Public Works, and 40% FTE at the City of Livermore. Even during the pandemic era, we have established secure remote access to all our clients through various media platforms. However, we miss the collegial problem-solving environment that onsite support provides and look forward to continue offering this service once the country has control over the pandemic.

Many of the data layers for our ongoing management services require either quick-turnaround times, or need constant attention and regular updates. For example, we routinely have requests from community development staff that need a GIS map or some spatial analysis for a report, citizen request, or a request from management or city council that requires a 1–2-day turnround. City staff will work directly with our staff to develop the products they need. Lynx staff is also well-practiced at 30-day routine maintenance schedules; indeed, this is our standard approach to maintaining parcel, street, address and utility data sets.

Data Conversion Services

Data conversion services is the foundation of Lynx Technologies and goes back to our early AutoCAD mapping in 1986. We have converted all forms of feature data including complete countywide parcels for Santa Cruz, San Mateo, San Benito, Monterey and Alameda Counties, as well as utility infrastructure for nearly every city in the San Francisco Bay Area. We have also migrated tens of agencies from legacy environments into ESRI based geodatabases. All forms of conversion services are included in our resume from high precision coordinate geometry (COGO), heads-up trace digitizing, raster-to-vector and vector-to-vector conversion, and field GPS data collection methods. In 2017 we completed a project for the City of Los Angeles to digitize the street trees, sidewalk, driveway, landscape and curb and gutter from high resolution digital orthophotography. This project involved 19 staff, was completed in 13 months and spanned 11,000 miles of streets,

System Design Services

Lynx Technologies has worked with local government agencies helping to develop and implement GIS Enterprise geodatabases for over 30 years. Our experience ranges from working with smaller communities such as Los Gatos, Menlo Park and Portola Valley to our largest project, completed in 2014, comprised 62 public safety agencies covering all of San Diego County. The design process includes local GIS analysts and operational stakeholders from a variety of disciplines to build an Enterprise GIS to support nearly a dozen business systems.

We use ESRI's Local Government Information Model (LGIM) as an authoritative source and augment this schema with local subject matter expertise. We also reference regional models wherever available, and ESRI's ArcGIS Solutions to include forward-thinking schemas that may be useful in future applications. We have current engagements with the City of Milpitas to implement a data model for Sewer, Storm Water, Traffic Signals and Signal Interconnect systems; these designs started with ESRI's LGIM and progressed to include the City's Traffic Engineer, Systems Operation manger, GIS Staff and Public Works maintenance operations. A similar engagement is underway with staff at the Alameda County Zone 7 Water Agency.

We have also engaged ESRI Consulting Services team to advise us regarding hardware system architecture including on premise and cloud services. Our process always integrates stakeholder interviews to define the database requirements regardless of the size of the organization. We also help many cities migrate older GIS systems into ESRI Geodatabases employing the newest technologies offered by ESRI and Microsoft.

GIS Web Development

Lynx Technologies has been an ESRI Registered Silver Business Partner since 2000. Lynx Technologies has been providing Web Development services to small cities since 2003. We started with Autodesk's MapGuide 6.0 and Adobe's ColdFusion, and this primarily client-side development framework offered excellent performance. However, the industry evolved quickly and the advantages of server-side development became the new paradigm, Lynx eagerly adopted ESRI's ArcGIS Server. In 2013 we added Latitude Geographic's Geocortex Essentials software that extends the ArcGIS Server platform to allow rapid development of highly configurable client web sites. Numerous near out-of-the-box functions save hundreds of programming hours and allow us to provide clients with the functionality, look and feel of the popular ArcGIS desktop experience with the ease of web-based applications. Currently we manage, maintain and develop sites for the following cities:

- Albany
- Campbell
- Emeryville
- Gilroy
- Livermore
- Los Altos Hills
- Los Gatos
- Menlo Park
- Pleasanton
- San Benito County
- Saratoga

ArcGIS Online, ArcGIS Portal and Web-Based Field Applications is a growing portion of our business and many cities are looking to either augment their Enterprise GIS solution to include these tools or migrate to them. Indeed, ArcGIS Solutions offer a full range of disciplines and out-of-the-box templates to implement across the city's GIS inventory. Lynx has developed Operational Dashboards, Web Applications, Story Maps, and Field Map/Collector applications for various cities over the last four years. We have configured an ArcGIS Enterprise Portal Base Deployment for San Benito County and are poised to develop systems for the City of Livermore and the Alameda County Water Agency.

Integration

Lynx Technologies has collaborated with many different development environments and worked on many projects to integrate GIS with various business systems. These include land development software from Accela, Tyler Technologies' Energov, Central Square's Trackit, and MGO, plus the popular older systems Permits Plus, and Tidemark. This year we will be working with the City of Gilroy to launch their Energov system integrated with ArcGIS Portal and the City of Saratoga's Central Square Landtrak system; the City of Campbell has Lynx developing an AGOL application for public access to their My Government Online (MGO) permitting system. Los Gatos' Accela system is synchronized with our hosted environment nightly so that internal users can access permit status via Geocortex Essentials, and similarly San Bruno's Community Development staff use their on-premise Central Square/Geocortex Essentials environment to access real-time permit conditions.

CMMS application experience includes working with the popular vendors: Cartegraph, MaintStar, and Cityworks, and the less common NexGen and iWorQ. In San Bruno we maintain the GIS/MaintStar databases and provide support for public works staff. In Campbell we are transitioning street light maintenance staff from a non-spatial iWorQ environment to an integrated Geocortex/iWorQ platform in which staff use Geocortex to edit and maintain the spatial data and iWorQ to generate work orders.

We also have experience integrating the document imaging systems from Digital Reel from BMI, Application Extender, Laserfiche and OnBase from Hyland. Currently we working with the City of San Mateo Public Works division to develop the system specification and GIS requirements for Laserfiche, and an implementation and GIS integration project for the City of San Bruno's OnBase/Geocortex platforms.

Lynx also has extensive experience with many public safety CAD products including Tiburon, Tritech, Sunridge, New World, Intergraph and Spillman/Motorola. We currently manage the GIS support for CAD/RMS for the cities of Livermore, Emeryville, Campbell, Sunnyvale, Los Gatos / Monte Sereno and Gilroy.

Field Survey / GPS Data Collection Services

We have been contracted by numerous agencies to collect data using GPS and traditional field mapping techniques. Lynx maintains GPS data collectors and post processing software from Trimble and Leica (RX1200). Our devices span different degrees of horizontal and vertical accuracy from GIS quality to survey grade. Some of our past projects include:

- City of Albany Traffic and Street Sign Update, Collector/AGOL App
- City of Gilroy Fire Hydrant Inventory, Survey-grade GPS
- City of Carlsbad Sign Project ~30,000 signs, GIS-grade GPS
- City of Albany Tree Project, Field Mapping with Arborist
- City of Piedmont Sanitary Sewer Collection, survey grade GPS
- City of Mountain View Water, Storm, and Sewer Upgrade, survey grade GPS
- Town of Los Gatos Address Verification Project, field mapping
- Sunnyslope Water District Mapping, survey grade GPS
- City of Sonoma Stormwater Outfall Project, field mapping and GPS
- City of Sonoma Street Signs Project, GIS-grade GPS

Maintenance and Support Services

One of our core competencies, Lynx Technologies has helped maintain GIS systems for over 20 years in varying capacities from full-time onsite staff to as-needed GIS services. We currently have support agreements with over a dozen agencies throughout the San Francisco Bay Area (More detail is provided in the next section of our submittal). While our focus is small to medium sized agencies, we have also maintained large organizations such as the San Diego County Public Safety Consortium (2008 – 2014). We have many tools to help support our offsite staff and City staff including: VPN/RDC connections, Lync, Team Viewer and Zoom WebEx sessions, and Replication and Synchronization of GIS databases in both connected and disconnected environments.

Training and Documentation

Lynx Technologies has a long history providing training agencies in ArcGIS. We have also begun training programs for ArcGIS Pro, particularly to help transition from ArcGIS Desktop.

Classes and curricula are often set as part of larger project. For example, the San Benito County Assessor's Office has recently expressed its commitment to engage Lynx to migrate from AutoCAD to ArcGIS; this project will include over 40 hours of ArcGIS Pro training to enable the assessor's office to maintain and publish their map pages in the GIS Enterprise. Our San Diego County Public Safety Project is another example in which we trained approximately 50 firefighters and engineers to develop pre-fire plans. This engagement included 4 days of training and a training manual.

In many of our ongoing engagements, we typically develop How To documents for specific tasks. For example, "How to Perform a Spatial Query of All Parcels that are in the Flood Plain", and "How to Do a Public Notice, both using Geocortex Essentials.

knowledge transfer is part of our commitment to ensure that the project is successful.

Relevant Project Experience

Summary matrix of relevant past and ongoing projects

Client / Project	Key Words	Date	Onsite Services	ArcGIS Enterprise	Strategic Planning	Geocortex	ArcGIS Online	Data Management	COGO Project	GPS Data Collection	Training/Kn. Tranf.
City of Campbell	Tritech CAD, AGOL, Geocortex, Garage Sale App, MGO Integration	Ongoing	■	■		■		■			■
City of Saratoga	Geocortex, Maintenance, AGOL	Ongoing		■		■		■			■
Town of Los Altos Hills / Los Altos Hills Fire	Parcel fabric, COGO, Geocortex, Full AGOL (Fire 2021)	Ongoing						■	■		■
Town of Los Gatos	COGO, Accela, Planning Proj. App. OnWatch App, MURF, Laserfiche, Geocortex	Ongoing	■	■		■		■	■		■
City of Gilroy	COGO, ArcGIS Enterprise (2021). Hosted, GPS, Geocortex, Energov	Ongoing		■		■	■	■	■	■	■
City of Menlo Park	Comp. MapGuide --> ArcGIS Ent, GPS, COGO, Geocortex	Ongoing	■		■	■		■	■		■
City of San Bruno	Comprehensive, Parcel fabric, Garage Sale App, OnBase, MaintStar, Geocortex	Ongoing	■	■	■	■		■	■		■
Town of Portola Valley	AGS Hosting, Parcel Maintenance, Energov	Ongoing		■				■	■		■
City of Pleasanton	Comprehensive, Pioneer App, Public Noticing App, 3D Revit, Geocortex	Ongoing	■	■		■	■	■		■	
City of Albany	Geocortex, AGOL, Collector Apps, Comprehensive mapping	Ongoing		■	■	■		■		■	■
City of Emeryville	Spillman CAD, Master Address dB (MADD), Lucity, Geocortex	Ongoing	■					■			
Alameda County Zone 7 Water Agency	Needs Assess. Data Migration, Complex Integration (Hydro), AGOL Apps, Data Modeling	Ongoing	■	■	■		■	■			■
City of Mountain View	Utility Infrastructure Mapping	2010						■		■	■
San Diego County Public Safety Consortium	Common Operating Picture, Critical Infrastructure, Geocortex	2014	■	■	■	■	■	■			■
Alameda County Public Works	Storm Drain Mapping, Excess Property Leases	2018	■					■			
City of Dublin	Onsite support, Geocortex management	Ongoing	■	■		■		■			
City of Sonoma	Comprehensive, Geocortex, AGOL, Field Mapping / GPS	Ongoing		■		■		■		■	■
Alameda County Sheriff	Intergraph CAD, Street and Address Maintenance	Ongoing				■		■			
City of Livermore	Onsite, EOC App, Stream Maint App, EACCS App, AGOL, PD Crime (RT), Geocortex	Ongoing	■	■	■	■	■	■	■	■	■
Livermore-Pleasanton Fire Department		Ongoing						■			
Pebble Beach Community Services District	Infosys --> Enterprise, AutoCAD --> ArcGIS Server migration	Ongoing		■	■		■	■			■
Monterey Peninsula Water Management District	ArcGIS Server Workgroup, Accela integration, onsite	Ongoing	■	■		■	■	■			
City of Morgan Hill Fire Department		Ongoing						■			
City of Palo Alto	Survey Control / COGO	2007						■		■	
City of Milpitas	Utility Mapping, Traffic Signals and Interconnect Mapping	2020/2021						■		■	
Valley Center Fire Protection District		Ongoing		■		■	■	■			
San Benito County	Geocortex, ArcGIS Enterprise / Portal, Countywide Parcel	Ongoing		■	■	■	■	■			■
San Mateo County	Countywide Parcel, Street, Address development, Fire Mapping	2005						■			■
City of Los Angeles	Street Improvement and Urban Forest Mapping	2018				■		■			■
Marin County Fire Chief's Association	Common Operating Picture, 19 Agencies	2009						■			■
City of Cupertino	Comprehensive mapping, maintenance	2009	■					■			
City of Brea	Water Utility System Update from As-Built Drawing, Hypertext Links	2020						■			■
Las Gallinas Sanitary District	Sewer System, GPS, AutoCAD to ArcGIS Conversion	2011									■

References

Name of Customer:
City of Livermore

Customer Contact:
Ms. Lorraine Purcell

Customer Address:
1052 South Livermore Ave
Livermore, CA 94550

Customer Phone Number:
925-960-4555

Customer Email:
lwpurcell@cityoflivermore.net
GIS Specialist

Type of Project:

GIS Professional Services

What was the period of performance?

Current contract period:

From: **6/11/2019**
To: **6/11/2021**

Value of Contract: **$375,000**

Project Description:

A comprehensive, multi-phase GIS Professional Services contract, that spans 20 years. Approximately 300 database objects are present to support the business of approximately 10 divisions within the City; most of these data sets were developed by Lynx. The current 2-year contract covers several broad areas:

- Database design, implementation, and administration
- Web application development
- Ad hoc development (e.g. ArcGIS for AutoCAD for Engineering)
- ArcGIS Online
- Maintenance Onsite and Offsite

The City Enterprise GIS system is an integrated set of applications including: ESRI's ArcGIS Enterprise, Microsoft's MSSQL Server 2012, and Latitude Geographics' Geocortex Essentials. Autodesk's AutoCAD (Map and Civil) is also supported for the Engineering department. Several critical business applications are integrated with the GIS including Accela's Civic Plus for Community Development, Accela's CMMS for Public Works, NexGEN CMMS for the Water Resources Division, the City's document management solutions (Laserfiche and Digital Reel), and Sun Ridge System's RIMS CAD for the Police Dept. Web development and maintenance spans several sites for both internal and external users. Customization is user-driven and constantly developing richer content; development environments include Geocortex Essentials Workflow (4 and 5), Report Designer (4 & 5), and Python. Web based development has expanded to integrate ArcGIS Online and several applications are deployed for the EOC, Water Resources and Community Development. Maintenance support includes all departments and is based on a 30-day cycle. Maintenance includes onsite support for 2 days per week. 2019 projects include: ArcGIS Portal development, automation for synchronization, and Pipelogix integration.

Name of Customer:
Town of Los Gatos

Customer Contact:
Mr. Chris Gjerde
Information Systems Manager

Customer Address:
110 East Main Street
Los Gatos, CA 95030

Customer Phone Number:
408-354-6814

Customer Email:
cgjerde@losgatosca.gov

Type of Project:
GIS Professional Services

What was the period of performance?

Current contract period:

From: **7/1/2018**
To: **6/30/2021**

Value of Contract: **$46,000**

Project Description:

GIS Professional Services contract renewed annually, since 2002. The Town has no in-house GIS staff and Lynx conducts all maintenance and hosting services, including onsite and offsite staffing. The Town maintains 3 Desktop licenses shared by 3-4 Community Development and Engineering staff and a replica of the ArcSDE database is maintained through ESRI's synchronization toolset via XML file exchanges monthly. Lynx Technologies developed the landbase (2002) using coordinate geometry (COGO); overall accuracy of 1.5 feet is maintained throughout the City. Spatial-tabular relations are maintained for assessor's secured and property characteristics via agreements with the County and updated weekly. A Master Address Database was developed and maintained in GIS. In 2007 Lynx conducted a field survey of the entire Town to verify all situs addresses including business suites and apartment units that is continually updated. Maintenance is based on a 30-day cycle and includes onsite support 2 days per month, and 1 day per month for the Town's Tiburon CAD system.

GIS is visualized through several sites developed on ArcGIS Enterprise and Geocortex Essentials, custom development is ongoing. Integration with Accela (on premise) is accomplished via automated nightly backup and restore procedures and staff can view and analyze active and historical permits and code enforcement cases. Integration has also been implemented with the Town's Laserfiche document imaging and Cartegraph CMMS applications; Cartegraph's is a two-way synchronization for the Town's street sign and street light inventory. Lynx implemented several custom applications-based Essentials WF toolset for public noticing and map update processing (MURF), and to enable staff to edit their own discrete data such as the police department's CERT, NROP, and On-Watch Camera programs, and Community Development's Current Projects site, integrated with Civic Plus' Document Library.

In August 2019 will convert the annual contract to a 5-year agreement, based on the following narrative,

"Per the Town's Purchasing Policy professional services selection guidelines, the Community Development and Information Technology departments continue to select Lynx as the most qualified provider of GIS consulting services based on their demonstrated competence and qualifications. If the Town were to begin a new GIS consulting contract with a different consultant it would be incredibly disruptive to the years of the Town's progress with Lynx and the Town would lose Lynx's vast institutional knowledge of its various computer systems."

Name of Customer:
City of Campbell

Customer Contact:
Mr. Cecil Lawson
Information Systems Manager

Customer Address:
70 North First Street
Campbell, CA 95008

Customer Phone Number:
408-866-2753

Customer Email:
cecill@cityofcampbell.com

Type of Project:

GIS Professional Services

What was the period of performance?

Current contract period:

From: **1/1/2017**
To: **6/30/2021**

Value of Contract: **$95,000**

Project Description:

GIS Professional Services contract. Started in 2017 with a $30,000 grant funded task to help the police department implement their Tritech CAD System and provide ongoing maintenance. This project evolved dramatically and now includes an on-premise environment including ArcGIS Pro / ArcGIS Server / Tritech Web tools. We maintain the GIS data: street, address point and common place, and provide onsite support monthly to update the CAD, RMS, and Mobile mapping environments.

In 2018 the City signed an agreement with Lynx Technologies for GIS Professional Services and the contract is managed through the IT Department. The City does not have GIS Staffing although a few planning, engineering and public works staff have experience with GIS; GIS data was distributed in file-based formats (shape files, personal geodatabases and AutoCAD drawings). Most GIS interaction had been through GIS Web Site hosted by Santa Clara County and the City wanted to move away from the environment to be able to provide more functionality.

Lynx migrated all file-based data into a centralized ArcSDE/SQL Server database that we currently host. Maintenance of core data sets: parcels, assessor, streets, address point is maintained on a 30-day cycle. Over the 2019 fiscal year Lynx will work with City staff to develop standard best-management practices to re-design the database using the ESRI Local Government Information Model as a guide. After this is accomplished the database will be replicated on the City's server to allow city staff to maintain subject data as required.

Lynx developed the current Geocortex/ArcGIS Server site for internal users. Editing tools were developed to allow city staff to maintain many discrete data sets such as City Benchmarks, Street Lights, Street Moratorium, and Storm Drain system via the internal Geocortex site. Integration with My Government Online (MGO), the City's new Permit Tracking System, is under development. Lynx developed the City's Annual Garage Sale application to allow the public to enter their garage sale online and to create their own 'route' to filter by Sale Items and plot a map/report. Lynx released the public facing Geocortex site that is under review.

Name of Customer:
City of Los Angeles

Customer Contact:
Mr. Gregg Vandergriff, PE
Assistant Division Engineer

Customer Address:
200 N. Main Street, Suite 1500
Los Angeles, CA 90012

Customer Phone Number:
213 482-0366

Customer Email:
greg.vandergriff@lacity.org

Type of Project:

GIS Professional Services

What was the period of performance?

Current contract period:

From: **1/1/2017**
To: **1/1/2018**

Value of Contract: **$1.3 million**

Project Description:

The City of Los Angeles Bureau of Engineering is the lead agency for the City's 30-year, $1.4 billion program to repair sidewalks across Los Angeles and make sidewalks more accessible. One of the first steps in the program was to develop an inventory of sidewalks for the 11,000 miles of streets. Psomas was selected by HDR with Lynx as the prime GIS data conversion company to develop a database mapping all sidewalks, trees, curb ramps, driveways, curbs, and parkways within the public right-of-way. As a subcontractor to HDR, Lynx completed the mapping within 15 months from project kick-off. The final GIS represented over 3 million features. The project began with a pilot to develop and document mapping standards to assure the City's information needs were met and the completed GIS database represents a consistent interpretation of the City's diversity of sidewalk configurations. For example, the configuration of sidewalks, driveways, and curbs are laid out differently in commercial, modern residential, older residential, and hillside developments. The written standards provided guidance for mapping and the standard for evaluating quality.

Lynx implemented a rigorous quality management process using statistical data validation and visual inspection. The resulting City-wide database complied 100% with 32 specific quality tests and well over 98% accurate results of visual inspection.

Lynx deployed an online GIS Viewer that facilitated the City review and markup of each of 10 mapping modules. This online review approach reduced the review cycle to help achieve the aggressive project schedule. Each error or omission identified by the City was corrected by Lynx.

In addition to mapping sidewalks and related features, Lynx mapped all trees within the public right-of-way. The trees mapped from LARIAC aerial photos were then matched to a 20-year-old tree inventory database.

Name of Customer:
Alameda County Zone 7 Water Agency

Customer Contact:
Mr. Tom Rooze
Associate Hydrogeologist

Customer Address:
100 North Canyons Parkway
Livermore, CA 94551

Customer Phone Number:
925 699-3638

Customer Email:
trooze@zone7water.com

Type of Project:

GIS Professional Services

What was the period of performance?

Current contract period:

From: **5/1/2017**
To: **6/30/2021**

Value of Contract: **$42,000**

Project Description:

The agency has recognized that new GIS tools, platforms, and environments are available. The projects primary goal is to allow everyone access to the GIS in some form, managers, support staff, and the public, without formal GIS training or prior experience. Lynx was selected to help implement this vision, modernize the GIS program, and support GIS operations for all divisions within organization: Groundwater, Flood Control, Engineering, and Integrated Planning.

The project has several components:

- Needs assessment
- System Architecture
- Database Design, Centralization and Migration
- Project-Based Implementation
- Standardization, Documentation and Knowledge Transfer

The needs assessment was completed in 2018 in which we interviewed over 25 stakeholders and identified over 50 projects that are prioritized. Also, in 2018 Zone 7 entered into an EA licensing arrangement with ESRI which provides access to the full Enterprise suite of products. Our team has developed a preliminary staging architecture based on a two-machine deployment of ArcGIS Server, MS SQL Server, Desktop (ArcMap and ArcGIS Pro) and ArcGIS Online. Several web apps have been deployed for field data collection using the Collector and Survey123 apps; many more web maps and apps are deployed for different divisions including an operational dashboard for Water Conservation, an organizational Project Tracking application, a Citizen Request app that integrates with MS Office, and a Flood Control project app. Database design and migration are working in parallel; all data is being migrated into SQL/SDE into a staging environment with documentation for each feature class. Integration with several critical business systems is currently underway including 2 groundwater water modeling databases and several custom applications.

Name of Customer:
City of Pleasanton

Customer Contact:
Mr. William Wang

Customer Address:
123 Main Street
Pleasanton, CA 94566

Customer Phone Number:
925-931-5077

Customer Email:
wwang@cityofpleasantonca.gov
GIS Coordinator

Type of Project:

GIS Professional Services

What was the period of performance?

Current contract period:

From: **7/1/2020**
To: **6/30/2021**

Value of Contract: **$60,000**

Project Description:

Lynx has worked for the City of Pleasanton since approximately 2003. We digitized the original Water, Sewer and Storm Drain utility systems from thousands of design drawings, field work and collaboration with GIS and Operations staff. Lynx was also engaged to migrate the parcel and planimetric data from the original GenaMap platform to the current ESRI ArcGIS environment, and adjusted all data to high resolution digital orthophotography. Over the years, we have been asked to add additional content to their Enterprise GIS.

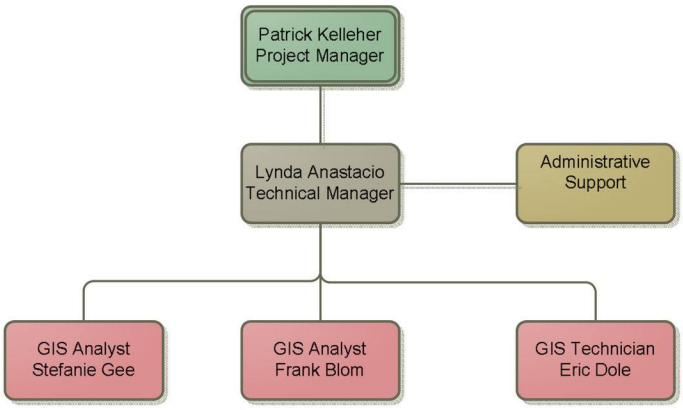
Over the last 10 years, the City has continued its contract with Lynx on a yearly basis to augment GIS staffing requirements. Currently we have one staff member dedicated to maintaining the City's parcels, utility systems, street lights curb ramp, tract, Accela APO data as well as many ad hoc requests. These data sets are synchronized with City's system on a 30-day basis.

Lynx is also under contract with the Alameda County Sheriff's Office and the Alameda County Fire Dispatch Center to maintain street centerline and address point data for all of Alameda County. These 3- and 5-year contracts allow us to share the data with all members of the Tri-valley area.

Over the past 2 years Lynx has added support for the City's Geocortex Essentials GIS system. We are tasked to help with workflow development, site normalization and improvement through user engagement. We have spent the last several months developing an enhanced public noticing application that integrates a CAS certified database to validate existing mailing lists for general mailing and the new 5G cell site requests.

Key Staff

As a small firm Lynx Technologies' staff is designed to adjust quickly to an ever-changing GIS space, eliminate hierarchy, and enable staff to work directly with the client. The proposed staff structure assigned to the City is illustrated in the figure below.



Three staff members planned for the term of the agreement are Patrick Kelleher, the company's president, Lynda Anastacio, Lynx's project manager and Stefanie Gee for onsite technical work; Frank Blom will act as back-up support for ad hoc offsite projects. All staff have been working with the City for many years, have extensive experience with the data and work well with the City and its staff.

Lynda will be responsible for coordinating off-site task orders and monthly meetings with Tri-Valley activities; indeed, she is already the lead when working on behalf of the cities of Livermore and Pleasanton, the Livermore-Pleasanton Fire Department, coordination with ACRECC, and monthly landbase deliverables to the County. Additional meetings may be required where her presence is valuable.

Mr. Kelleher will work directly with the IT Manager on several different tasks:

- Geocortex Management and Development
- Integration with Other Business Systems
- ArcGIS Enterprise System Design
- Database Administration

Meetings will be held bi-weekly, generally for 1 hour at which point we will update project status, assess current priorities and review project schedules. Additional meetings may be arranged to work with subject matter experts for a particular project, data set or integration implementation.

Stefanie Gee will be our dedicated staff person to the City of Dublin. We are proposing one day per week to handle Helpdesk traffic, and to work directly with the City on specific projects.

Additional staff is also available for longer term projects as required. Frank Blom has expertise in GPS data collection, utility networks and has worked onsite for Alameda County Public Works for over four years. Eric Dolle often works with Lynda on the countywide addresses, parcels and streets.

Patrick Kelleher | Lynx Technologies

GIS Administrator

EDUCATION

1986/MS/Geochemistry/University of California, Santa Cruz

1983/BS/Biology and Geology/University of California, Santa Cruz

PROFESSIONAL AFFILIATIONS

Bay Area Automated Mapping Association (BAAMA)

Association of Monterey Bay Area Governments (AMBAG)

EXPERIENCE

With Lynx for 30 years; with other firms for 4 years

Mr. Kelleher started Lynx Technologies in 1991 and acts as the Chief Executive Officer. He engages in all aspects of the company including management, financial and technical issues. Mr. Kelleher provides oversight for the technical managers and typically acts as project lead for large engagements. He also provides on-site support for long-term clients, providing GIS expertise, specializing in geodatabase design and administration, ArcGIS Server and Geocortex Essentials.

Experience

City of Menlo Park GIS Administration, Web Development, Menlo Park, CA: On-site consultant for the City's GIS program, a multi-year, multi-phase project including GIS Enterprise design and development, web development, and database administration. Strategic Plan completed in 2011. The current system includes management of 3 city staff + 1-2 interns. Web Development and integration with the City's permitting system is ongoing.

City of Livermore GIS Implementation, Livermore, CA: Management of three off-site staff to conduct maintenance of the City's GIS data layers. Also provide on-site support synchronizing updates, and providing ad hoc requests. Currently engaged to provide web development using Geocortex Essentials framework and integration services for the City's Accela Land Management, Asset Management, Pipe Inspections, and BMI Document Imaging application. Developed situational awareness damage assessment app for EOC using Collector.

City of Gilroy GIS Implementation, Gilroy, CA: GIS Consultant for the City of Gilroy including geodatabase and web hosting. Responsible for managing initial conversion (2002-2007), 6 staff members, database design. Current agreement (2012-2017) expands development, maintenance, and migration to ArcGIS Server. Current projects include Tiburon/Tritech CAD upgrade, coordination with Santa Clara County Assessor's Office, Implementation of Cityworks Asset management, and providing field access to Public Works operations staff. Coordinates with GIS Users and fields GIS functional requirement; provides on-site training for City staff.

City of Los Angeles Sidewalk Asset Mapping, Los Angeles, CA: Project Manager for Lynx under subcontract to Psomas. Designed and managed mapping process to map sidewalks, parkways, driveway ramps, curbs and ADA ramps for 11,000 miles of streets. Performed GIS data conversion and first round of quality control. Managed production process including an initial pilot project and monthly module deliverables over a 14-month period. Maintained and achieved project schedule milestones throughout the project. Achieved well over the 98% accuracy requirements.

Lynda Anastacio | Lynx Technologies

Technical Manager

EDUCATION

1973/Akron University, Akron OH

CERTIFICATION

2006/Intergraph/CAD 8.0.1-8.1.2

2004/Esri ArcGIS Certificate

2002/MS Access Certificate

PROFESSIONAL AFFILIATIONS

Bay Area Automated Mapping Association (BAAMA)

Association of Monterey Bay Area Governments (AMBAG)

YEARS OF EXPERIENCE

With Lynx for 19 years

Ms. Anastacio started with Lynx Technologies in 1999 and is the technical manager for the company. Lynda has managed teams of up to eight GIS technicians and subject matter professionals for dozens of large projects over the years. Her particular expertise includes ArcGIS desktop, geodatabase management, network analysis and management for all utility systems. Ms. Anastacio leads many long-term maintenance agreements and manages 30-day cycle deliveries without exception. She services many clients onsite for technical meetings.

Experience

Cities of Pleasanton, Livermore, and Dublin GIS Conversion/Maintenance: One of the primary technicians that developed the initial utility infrastructure (water, sewer, and storm) systems for both cities (1999-2010). Although these are independent projects they developed in similar ways; all three agencies currently work together, and Lynda currently serves as the technical manager and lead for all of them. This includes coordination, on-site meeting, technical work, and managing up to three Lynx staff. Also developed several ETL processes to manage specific vendor requirements of GIS data supplied monthly.

City of Mountain View, Utilities Mapping, Mountain View, CA: Lead technician and manager for this project. Project implemented over several phases: initial conversion of 701 atlas maps, project manager for GPS field mapping, subsequent rectification, utility mapping update project (750 CIP projects). 2014 project developed analytical tools to test and correct address data set from outside vendor. Current agreement to provide ongoing as-needed updates to basemap and utility updates from CIP plans and AutoCAD dwg files following City design specifications.

Alameda County Sheriff's Office, Alameda, CA: Maintains street and address point data for Intergraph CAD system. Acts as lead and manages one other staff person. System is countywide (400,000+ addresses, 120,000 road segments). 30-day update cycle, project has been extended three times over 10 years. Developed ETL processes to export geospatial data for CAD requirements.

City of Dublin Storm Drain System Conversion, Dublin, CA: Initial project converted all Atlas maps from 200-scale mylars to ESRI geodatabase. Subsequent projects include: 1) realignment to digital orthophotography; 2) update system from CIP Project plans; and 3) design and implement network model and reassign feature ID's using in-house system and network following routine. 2014-2016 blanket contract to provide on-site and off-site GIS services.

Town of Los Gatos GIS Conversion and Maintenance, Los Gatos, CA: Digitize and maintain parcel, address, and street centerline, storm water systems on a 30-day cycle, post to GIS Web (hosted) and to client server. Uses two-way replication and synchronization to coordinate production, web, and client geodatabases. Developed ETL process to extract and combine County assessor, MetroScan and local data for web noticing application.

Stefanie Gee | Lynx Technologies

GIS Analyst

EDUCATION

2003/BS Civil Engineering

San Jose State University

CERTIFICATION

2020/Esri ArcPro Certificate

2005/Esri ArcGIS Certificate

PROFESSIONAL AFFILIATIONS

SOPAC
CSRC/CRTN
Silicon Valley Government
GIS Collaborative

YEARS OF EXPERIENCE

With Lynx for 15 years

With Redwood City 2 years

Ms. Gee has been with Lynx Technologies for over 15 years. She began her career as an intern at the City of Redwood City while earning her BS degree in civil engineering. After graduating from San Jose State University, she continued to work for the City as an Engineering Technician. While at the City Ms. Gee acquired skills in AutoCAD Map/Civil and ArcView working on the utility infrastructure systems. She also worked on the City's Document Imaging System scanning CIP drawing files and adding associated metadata. Ms. Gee left the City to join Lynx in 2005.

Experience

City of Dublin GIS Maintenance: Maintained parcel, address, and street centerline data. As-needed updates to zoning and zoning maps. On-site for specific mapping required by City staff such as park master plan, street sweeping, and traffic count maps.

San Benito County GIS Maintenance, Hollister, CA: Current agreement to provide ongoing updates to basemap including parcel COGO, address, street centerline, zoning, and general plan data. Worked with County Fire to update fire wall maps for each of their stations. Provided basic GIS training in ArcGIS Desktop beginning in 2009 to various City and County staff.

Orange County Sanitation District, Fountain Valley, CA: Move and adjust pipes and structures of multiple interconnected systems to align with current basemap and spatial projection. Various systems include Air & Oxygen, Chemical, Drain, Foul Air, Gas Handling, Solids Handling, Wastewater, and Water piping systems. Use engineering plans to visually look for abnormalities and adjust or digitize corrections. Check attributes to ensure the Domain values are valid. Uses two-way replication and synchronization to coordinate client geodatabases. Many drawing profiles require complex interpretation of three-dimensional perspective drawings.

Frank Blom | Lynx Technologies

GIS Analyst

EDUCATION

1998/Cabrillo College, CA

1989-91/Technical Installation College, Amsterdam, NL

1975-78/Mechanical Engineering Degree, Amsterdam, NL

CERTIFICATION

2004 ESRI ArcGIS Certificate

PROFESSIONAL AFFILIATIONS

Bay Area Automated Mapping Association

Association of Monterey Bay Area Governments

YEARS OF EXPERIENCE

With Lynx for 20 years;
with other firms for 4 years

Mr. Blom is one of the company's senior analysts and has been with Lynx Technologies for nearly 20 years.

Experience

Alameda County Department of Public Works, Alameda County, CA: Frank has spent the last five years working under the direction of County Public Works staff working on-site as a GIS Technician for development of the County's Flood Control and Storm Drain GIS. He has been the lead technician responsible for verifying an earlier body of work to develop the County's storm and flood control systems. This has required researching all engineering plans, inspecting each of the infrastructure assets, and comparing the data to the GIS. Specifically, he reviewed spatial accuracy, direction of flow, elevation values (and vertical datum), and other attribute values. As part of this project, Frank also works with Psomas programming staff to help troubleshoot integration tasks with the County's CMMS system. A key component of his effort was to ensure and correct asset keys and orphaned assets so that the data could be synchronized between the two systems.

City of Gilroy, CA: Lead technician for the initial conversion and ongoing maintenance of the City's landbase and utilities systems. This project began in 2002; initial conversion was completed in 2005 and Frank has been the primary technician to maintain the system on an ongoing basis. The original development involved COGO development of the parcels, and building the infrastructure using engineering plans, local valve schematic books (for water), and redline markups from City staff.

City of Dublin, CA: Initial project converted all Atlas maps from 200-scale mylars to ESRI geodatabase. Subsequent projects include: 1) realignment to digital orthophotography; 2) update system from CIP Project plans; and 3) design and implement network model and reassign feature ID's using in- house system and network following routine. 2014-2016 blanket contract to provide onsite and offsite GIS services.

City of Sonoma, CA: The City of Sonoma has been a Lynx client for nearly 20 years and Frank has been an integral part of the GIS development and implementation. He worked on the original parcel and utility conversion effort from 400-scale atlas maps effort and many subsequent projects to improve spatial accuracy and content. This included survey grade GPS collection of all storm and water above ground structures, a subsequent project to map all storm water outfalls, and new GPS data capture of street lights and street signs in the City.

Project Approach

Our proposed approach will focus on accomplishing the tasks identified in the RFQ:

- Digital Conversion and Maintenance of the City's Data
- Technical Support and Knowledge Transfer for the City's Existing GIS Enterprise System Design
- Maintaining and Integrating Web-Based Applications Using ArcGIS Enterprise, ArcGIS Online (AGOL), Geocortex Essentials and Other Business Systems

Overall, we have different strategies and staffing for each of these roles, discussed below.

Project Management

Good project management is critical to the success of this engagement and we propose several different methods. First, we propose scheduled bi-weekly, 1-hr. meetings between Mr. Kelleher and the IT Manager using Zoom, or onsite. These catch-up meetings will provide a forum for the City to raise any issues that arise, introduce new task orders, and update the City on the status of any long-term projects.

Second, Lynx will have direct access to the City's **Helpdesk Ticket** system. We have used this system with the City in the past, use similar systems in other engagements, and it is an efficient communication method that provides all team members an accurate status of GIS requests. Using this system, Ms. Gee will access the Helpdesk **daily** for any new tickets; this grants her the ability to plan her scheduled day with the City, flag anything that looks critical ("I need this today if possible"), and, if necessary, start communicating with the requesting City staff.

Third, we will encourage direct communication between Lynx Technicians and the City's staff.

Finally, we propose to develop and manage a list of Task Orders for non-routine requests. Task orders are the individual project requests initiated by the City. The illustration below is one we implemented for the City of Campbell; it is posted on our SharePoint site so that it can be edited by both parties.

	A	B	C	D	E	G	H
1	Task	Description / Notes	Depart.	Effort	Priority	Percent Complete	Comments City
2	Addressing	Master Address layer i.e. GIS is authoritative source that will work for all applications	All	100	Critical	50	
3	Integrate with MyGovt Online		All	100	Critical	5	
4	Add parcels outside City	at least 500'	All	30	Critical	99	
5	Mailing list linked to parcels		Planning	25	Critical	0	
6	Parcel Report	owner's mailing list not working	Planning	20	Critical	99	
7	Public Noticing	Automatically generate a map showing buffered parcels	Planning	75	Critical	0	
8	Public Portal	Create a public interface	All	60	High	85	With the County site going down, being able to share
9	Address Fixes	See list from Marge	All	25	High	100	
10	Identify Private R/W		All	50	High	0	
11	Integrate with City Web Site		All	60	High	0	

The list would be reviewed bi-weekly and priorities adjusted as required; it will provide a visual aide to articulate expectations and outcomes to the City.

For new Task Orders Lynx will utilize a proven methodology for defining the scope, assigning resources, and managing the project implementation. If, for example, a new business system is acquired by the City and requires integration with GIS, we would develop the project through the following documented steps:

- Project Justification (purpose, stakeholders, deliverables)
- Statement of Work
- Schedule (hours and timeline)
- Create a Project Plan
- Project Management

In other words, a project would start with a formalized request followed by a document that defines its parameters. As part of the Statement of Work we would meet with SME's as required to help frame the project deliverables. The Project Plan would include any milestones.

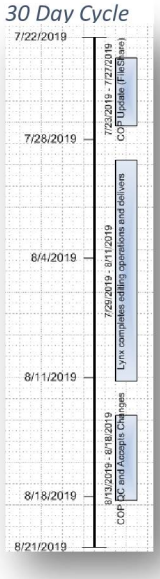
Summary of Deliverables / Key Points:

- Bi-Weekly Managers Meetings
- Daily Helpdesk Management
- Direct Communication with staff
- Shared Task Order Management

(1) Digital Conversion and Maintenance of the City's Data – Core Layers

Routine maintenance of the City's GIS data, the first priority of the RFQ, will be split between two staff members. Lynda Anastacio will manage what we consider Base Feature Layers and will include:

a) Parcels,
b) Street centerlines,
c) Address points,
d) Assessor's data, both Secured Role and Property Characteristics
e) Record Boundaries (Tract, Parcel Map, Records of Survey)
f) Jurisdictional Boundaries (City Limits, County, Federal)



This task is a well-established workflow that Lynda performs as part of agreements with neighboring agencies and Alameda County, and follow a well-documented **30-day cycle** (right) that follows the monthly release of the assessor's data. All line and polygon feature layers will be entered by coordinate geometry methods (COGO) and spliced into the existing feature classes using an affine method, control points and/or the 2020 County Aerial imagery.

We propose to implement ESRI's Distributed Database tools (two-way replication and synchronization in a disconnected environment) to help manage the coordination between Lynx and the City. This will simplify data exchange by tracking changes, and sending/receiving small XML files to transfer new or changed content. We are using this method now for the City of Livermore and implementing it for City of Pleasanton's data that we maintain.

Finally, Lynx will manage the synchronization of Tyler Eden business and permit data with GIS on a monthly basis in addition to the base layer maintenance listed above. We understand that is a complex task, one that has several intermediate staging products however, we know that this data is a critical part of the web-based GIS content that the GIS User community depends on. Moreover, we believe that this is an integral step of the maintenance process and including it as part of Lynx's monthly responsibility is appropriate. Knowledge transfer to Lynx, additional staff, and adequate credentials will be assigned to this stage as determined by the IT Manager.

(1) Digital Conversion and Maintenance of the City's Data – Helpdesk Tickets

Other layer maintenance, new content, map requests, ad hoc requests, GIS analysis etc. will be processed by Stefanie Gee, through the City's IT Helpdesk system. Frank Blom, Eric Dolle and other Lynx technicians can be employed as required but our experience has been that additional help is not necessary for Helpdesk tasks. As mentioned above, Ms. Gee will login to the Helpdesk system **daily** to look for critical tickets. When these occur, and they are requesting a one- or two-day turnaround, Lynx will make every attempt to process the request within the requested timeframe. If that is not possible, at a minimum, Ms. Gee will reach out to the City staff person making the request to inform them when they can expect the job can be completed.

For less time sensitive tickets, Ms. Gee will have 8 hours per week dedicated to the City of Dublin for GIS maintenance work. She will be free to work with City staff directly to answer any questions, provide product(s) and get more information. If the ticket cannot be closed within the same day, a comment will be added to the ticket to reflect the current status.

If all Tickets are processed and closed, she will use that time to work on other projects from the Task Order tracking sheet discussed above. For example, the storm drain system is missing many attributes and she could use the remaining budgeted time to update the assets by working through the as-built drawings to fill in missing profile data (rim and invert elevations, slope, depth, etc.).

(1) Digital Conversion and Maintenance of the City's Data – Project Based Task Orders

Extended projects that require more than a few weeks will require a third approach. We propose a list of potential tasks at the end of our proposal that fit in this category; other long-term tasks include some of the GIS Enterprise Design and Strategy projects that are discussed in the next section. Depending on the scope of the task, a simple email exchange detailing the request and estimated time should suffice; for other projects we will follow the procedure discussed above (see Project Management) to formally adopt a plan, systems specification, and budget. Once the project is initiated, status of the project will be reported to the IT Manager as part of the bi-weekly meetings.

The scope of long-term tasks will vary considerably and an important consideration is staffing and budget. Our projected cost is $75,000 per year with about 85% dedicated towards maintenance operations, thus $10,000 could be invested in longer term projects.

Summary of Deliverables Task 1:

- 30-day delivery update cycle for core layers
- 1–2-day turnaround time for critical Helpdesk tickets
- Dedicated 8-hours per week to process ad hoc and longer-term Helpdesk tickets
- 2 minimum staff dedicated to GIS data maintenance

(2) Technical Support and Knowledge Transfer for the City's Existing GIS Enterprise System

Patrick Kelleher will lead the effort to meet the requirements of this task. Mr. Kelleher has a working knowledge of the City's existing ArcGIS Enterprise / Geocortex Essentials architecture and has eight (8) years of experience in this realm in ten (10) other cities. He will be able to provide immediate assistance maintaining, troubleshooting and providing development support. We are aware of a small presence in the ArcGIS Online (AGOL) space. Lynx has been working in this arena for the last seven years and prepared to help develop or provide recommendations to expand the City's presence. Similarly, we are unaware if the City has deployed ArcGIS Portal, or has plans to do so. Mr. Kelleher has implemented single machine ArcGIS Portal base deployments for two sites in the last two years, and is working within this realm for the City of Menlo Park. Currently Lynx uses subconsultants to implement such as ESRI Solutions Architects (Sacramento).

The following discussion is our prescription to analyze the current GIS environment and develop a plan to expand the GIS infrastructure and user experience.

Documentation and Knowledge Transfer.

Lynx will inventory and document the City's Enterprise GIS environment which will include:

- Hardware and Software Diagram
- GIS Inventory, Schema and Data Model
- Metadata of all current layers

We are well aware of the hardware investment developed for Dublin's GIS and confident that this strength will support future development with minimal investment. If a diagrammatic representation of the hardware and software exists, we can adopt it; a sample of a model from the City of Menlo Park illustrates our proposed deliverable and is included in Appendix A of this submittal.

The GIS Inventory will document all layers, tables, domains and relationships participating in the GIS including AGOL content and regional data. The resulting data model will help communicate the existing condition, and provide a platform to upgrade content and set the stage for future applications. Based on our experience with the City's data we recommend imposing specific standards for all layers such as: field naming convention, primary keys, editor tracking, metadata, etc. We believe that this not only helps the user experience, it helps with maintenance and will also help future application development and integration.

For example, the Storm Drain System was originally digitized by Lynx in 2005 and the schema has not materially changed. However, this schema will not support the current storm water solutions available in ArcGIS. We recommend upgrading the design so that it is aligned with the current ESRI LGIM.

Metadata will be populated for all layers and tables in the GIS database(s). This will help facilitate users with an understanding of each layer's quality and integrity. This will also help publishing to the web as these data are included in web services. We follow the FGDC standard as well as other helpful conventions we have developed in other cities.

Our intent is to complete this effort in the first 100 days of our engagement.

ArcGIS Enterprise and Geocortex Essentials Technical Support

As mentioned above, Mr. Kelleher has extensive experience with ArcGIS Server and Geocortex Essentials and will be able to support the IT Manager and GIS User community with administration, upgrades, troubleshooting and user-driven requests and enhancements. Our understanding is that the City currently has a very robust hardware environment and mature and stable software platform consequently, we believe that our maintenance effort will be minimal and primarily involve software upgrades, maintenance patches, and troubleshooting. Some upgrades/implementation that may be required include:

- ArcGIS Server current version: 10.8.1
- Geocortex Essentials current version: 4.14.1
- Geocortex HTML5 Viewer current version: 4.14
- Geocortex Workflow on-premise: 5.19
- Geocortex Reporting on-premise: 5.10
- ArcGIS Desktop & License Manager: 10.8.1
- ArcGIS Pro current version: 2.7

ArcGIS Server security should be reviewed and, if necessary, Lynx will work with the IT Manager to set up Users and Roles and impose token security on existing feature services to prevent inadvertent corruption of data.

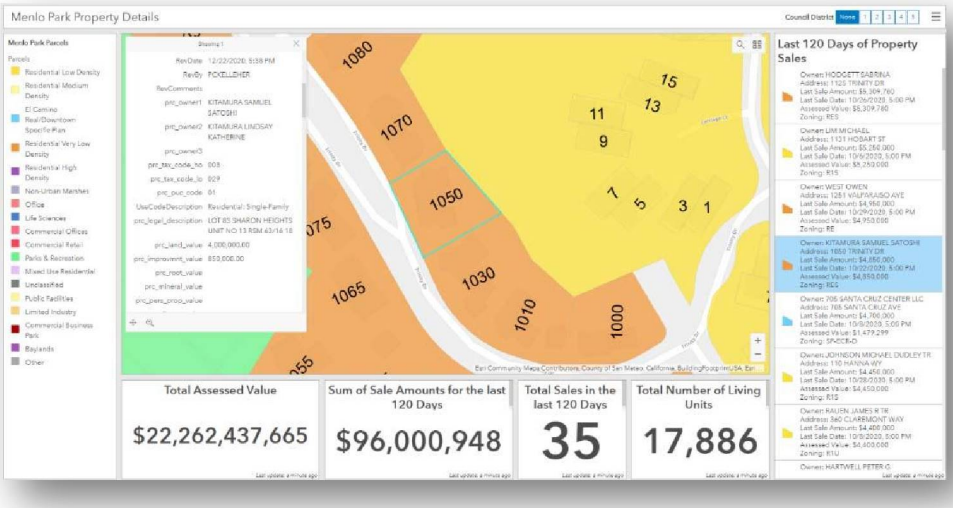
We are also very familiar with ArcGIS Pro and can help high-level GIS Users transition from ArcGIS Desktop to this platform.

Recommendations

We have experience in the additional implementations listed below. These tools are not required for the existing system but are common implementations we have worked with for other Cities. If the City is planning to expand its GIS footprint into additional platforms, these offer relatively fast developments that can be included within our proposed scope of work.

- Open Data Portal. This tool would open the GIS environment to the public by providing a centralized location to access downloadable data. The figure to the right is one example, San Benito County, a current client has implemented.

- AGOL Organizational Site Development. The City owns an organizational account however, we believe it is under-utilized. Over the past few years, we have worked with cities that include AGOL capabilities with Geocortex site development. Most users continue to enjoy the centralized approach and rich capabilities that Geocortex Essentials offers, however, targeted applications that are available in AGOL provide an additional tool for a specific audience. The snapshot below is one example of an operational dashboard from Menlo Park's Portal Gallery. This allows City Manager's Office staff to get a quick picture of current sale history. The app consumes the same feature service as Geocortex Essentials users but applied using out-of-the-box tools available in AGOL and Portal.



- Integrate Geocortex with ArcGIS Online and configure single-sign on authentication.

- Configure ArcGIS Portal Base Deployment in a Single Server Staging Environment. This implementation would provide an opportunity to stress test a full deployment and allow for capacity planning and design without impacting the rest of the ArcGIS Enterprise.

- Consider Field Apps utilizing Survey123 and AGOL Collector app. Lynx would interview Stakeholders particularly within Public Works to test the level of interest. We have developed applications for Stream Maintenance, Outfall Inspections and Homeless Encampments for other clients.

Summary of Deliverables Task 2:

- Geodatabase Data Model of Existing Database(s)
- FGDC Metadata
- Apply Geodatabase Standards and Schema Upgrades
- Software Upgrades
- Implement Open Data Portal
- Configure ArcGIS Online Site and Apps
- ArcGIS Portal Base Deployment on Staging Environment Server

(3) Maintain Web-Based GIS app with ArcGIS Enterprise, and Geocortex; Integrate with other Business Systems

Patrick Kelleher will also represent Lynx Technologies to work within the current ArcGIS Enterprise / Geocortex Essentials Framework to integrate GIS with the City's different business systems. As discussed above, Mr. Kelleher has over eight years of experience working with both of these applications, and has worked to integrate GIS with many common government business systems over the last 30 years. He has worked closely with the IT Manager in the past, and spent many hours discussing and learning the current automated workflows that help integrate the Tyle Eden permit and business finance software with GIS; that effort will be an advantage for further development. Indeed, our goal is be completely self-sufficient with the proposed parcel / address / owner (APO) workflow on a consistent 30-day cycle.

We have not worked with the Dude Solutions CMMS software. However, we have experience with most of the CMMS vendors as described above, and the prevailing convention is to manage integration by providing feature services via REST. We typically allow the vendor to review the current service and/or meet with them to see if schema changes or other characteristics are required (number of services, dynamic vs tiled, coordinate system, etc.). Lynx has started this process with Tyler LMS for the City of Gilroy, City of Livermore's Public Works NexGen, and the City of Emeryville's Lucity CMMS.

We also have working experience with Laserfiche in the Cities of Livermore, Los Gatos, San Mateo and Vista using different methods to integrate with Geocortex Essentials and Autodesk's MapGuide.

Geocortex Workflow and Reporting are also tools to help extend the GIS User experience. Mr. Kelleher has been working in this environment for many years and is eager to work with City to continue to use these tools to solve complex problems. We believe that a user-driven approach will serve the City most efficiently so that we can target our time to develop a complex report, specific map template, or automate a workflow that fills a specific City staff need. The Council/Board Conflict of Interest map is one such example in which an elected official must recuse themself if they live within 500' of a proposed development project. Maintaining this data is currently a manual process that we believe can be automated in several ways using Geocortex Essential's tools. A number of other automation tasks like this are listed in our proposed projects list in Appendix A.

One project that we just completed for the City of Pleasanton integrates a Geocortex workflow for public noticing workflow with the SmartyStreets application. This is a SaaS, CAS certified vendor, that validates a list of addresses extracted from GIS and returns a list of valid mailable addresses. We used their API to develop the function for planning application public notices and small cell site notification, the tool also publishes a map showing the buffered selection and the subject parcel.

Whether a proposed task involves an integration, Geocortex Workflow or Report, or a new web service, the development process is similar: priorities will be determined by the IT Manager, then follow these basic procedural steps:

- Work closely with key stakeholders to document the objective and desired outcome
- Develop and implement a pilot
- Use the pilot results to document the scope of work, schedule and cost
- Generate a Task Order to implement the project.

Once the project is accepted as a Task Order, bi-weekly status meetings with the IT Manager will keep the City and its stakeholders informed until implementation is complete.

Recommendations

Regional Collaboration. Data sharing is already a part of the City's GIS ecosystem: as members of the Alameda County Sheriff's Office MOU, ACRECC County Fire Dispatch, and informal exchanges of utility and other infrastructure with DSRSD and the cities of Livermore and Pleasanton.

We recommend formalizing the process and developing a strategy to synchronize the data exchange process so that it is much more efficient. Specifically, we propose to act on the City's behalf to form the Tri-City GIS Group. Mr. Kelleher experience in the region places him in a unique position to accomplish this task.

The initial goals would: a) identify areas-of-interest, b) document data-sharing requirements and c) potential collaboration methodologies.

Immediate examples of specific regional existing/proposed projects include:

- Zone 7 would like to collaborate their Flood Control Inspection and Maintenance AGOL Application.
- Homeless Encampments is a shared challenge and without borders, particularly in the flood channels and Arroyos. Lynx developed and AGOL app for the Police Department that could be shared by all enforcement in the valley and posted to a common dashboard.
- Regional Stormwater Permit data and application involving Trash Capture and Outfalls. There is a countywide effort that includes data and applications.
- ACRECC has asked Lynx to host a Utility service for the Valley's water, sewer and storm systems in case of a catastrophic event or regional emergency.

User Group Meetings. We believe that scheduled GIS User Group meetings can be an effective tool to get input regarding the current health of the GIS system, and solicit new requests for data and functionality; Mr. Kelleher would lead these discussions. Our experience has been that bi-monthly or quarterly meetings provides a balance between frequency and engagement.

Summary of Deliverables Task 3:

- Integration with Dude Solutions and Lasefiche
- SmartyStreets Integration with Public Noticing
- As Needed Geocortex Workflow and Reporting Development
- Regional Data Sharing
- GIS User Group

Cost Schedule

The following table summarizes our proposed cost schedule, personnel, and monthly hours dedicated to the City. Note that the Difference amount reflects unallocated funds that could be kept in reserve for larger projects. See the next page for rates and additional discussion.

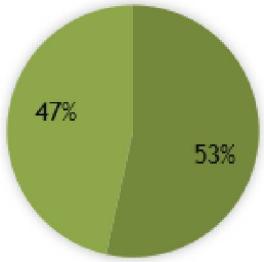
GIS Budget

BUDGETED AMOUNT
$75,000.00

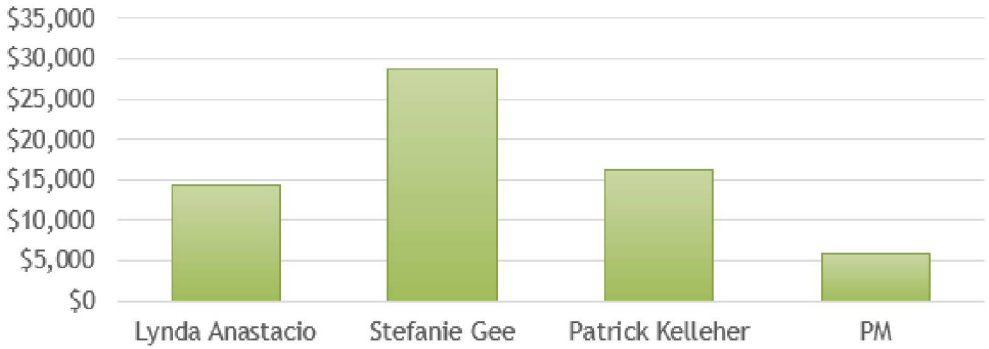
TOTAL COSTS
$65,340.00

DIFFERENCE
$9,660.00

BUDGET VS. COSTS



Cost by Staff



Type	Staff Person	Description	Hours per Month	Cost per Month	Annual Budget
Base Map Layer Maintenance	Lynda Anastacio	Streets, Parcels, Addresses, Assessor	16	$1,200	$14,400
Helpdesk Ticket Maintenance	Stefanie Gee	Infrastructure Updates, Map Requests, Data Requests, etc	32	$2,400	$28,800
Enterprise GIS Maintenance	Patrick Kelleher	Inventory, Metadata, System Spec., Geocortex Workflow, Report Development	18	$1,350	$16,200
Project Management	PM		10%	$495	$5,940
TOTAL			**66**	**$5,445.00**	**$65,340.00**

Labor Rates and Budget Discussion

Labor Rate. We use a single standard rate for all services provided regardless of staff position, thus the hours and budget amounts in the chart above are based on a shop rate for the 2021/2022 fiscal year of $75 per hour. In subsequent years, the rate will have modest increases according to the following schedule:

Year	Rate
2021/2022	$75
2022/2023	$80
2023/2024	$85
2024/2025	$85
2025/2026	$85

Discussion. Dublin will receive invoices on a monthly basis, terms are Net30. Each invoice will include the date, hours worked to the ¼-hour, the staff person and description of work.

Lynx Technologies' policy is to bill for hours worked and therefore the worksheet above is a guide to constrain hours and personnel across 3 distributed tasks. In other words, the hours above are *not set amount*s, and will fluctuate based on the base map maintenance and helpdesk tickets submitted each month. This provides the City with the option to either dedicate the remaining budgeted hours to Task Orders and long-term projects, reserve these hours for later, or not use them at all.

Finally, the worksheet is intended to communicate the hours to be dedicated to the City, roughly 1.5 FTE over 3 Lynx staff members. Additional staff time can be increased with additional budget as directed by the City.

Estimating Costs

1a)	Item	Hours	Rate	Cost	Comment
	50 Lot Subdivision				
	Tract Boundary	1	$75	$75	Closed traverse, least squares adjustment, residuals reported if > .001
	Parcel Lots	7	$75	$525	Separated into R/W and Parcel Lots consistent with existing themes
	Parcel Polygon	1	$75	$75	
	Street Centerline	1	$75	$75	Attributes populated consistent with current requirements for County and local public safety CAD requirements
	Street Name	0.5	$75	$38	
	Address Point	0.5	$75	$38	Attributes populated consistent with current schema
	Address Annotation	0.25	$75	$19	Orientation and classification based on current requirements
	QA/QC	0.5	$75	$38	Topology Check
	Splicing	1.5	$75	$113	
	Sub-total	13.25		$994	
	Overhead		15%	$149	Includes project management and material cost
	Total			$2,137	

1b)	Item	Hours	Rate	Cost	Comment
	Utility Map Conversion				
Note: Attributes for all systems include plan and profile, and will follow current schema as wells as a second delivery in the schema supported by the current CMMS application; cost for such included in Overhead.					
	Water				
	Mains (5,280')	6	$75	$450	
	Laterals and Meters (50)	2	$75	$150	
	Fire Hydrants (5)	1	$75	$75	
	Valves	1.5	$75	$113	Not specified but apply typical scenario
	Fittings	1.5	$75	$113	Not specified but apply typical scenario
	Recycled Water				
	Mains (5,280')	6	$75	$450	
	Fire Hydrants (5)	0.5	$75	$38	
	Valves	1.5	$75	$113	Not specified but apply typical scenario
	Fittings	1.5	$75	$113	Not specified but apply typical scenario, **Based on Average Tract**

1b)	Item	Hours	Rate	Cost	Comment
	Sanitary Sewer				
	Mains (5,280')	4	$75	$300	
	Laterals (50)	1	$75	$75	
	Manholes (17)	1	$75	$75	Specification has 1 but using typical reach (300')
	Storm Drain				
	Mains (5,280')	6	$75	$450	
	Inlets (35)	3	$75	$225	
	Manholes (20)	1.5	$75	$113	Specification has 1 but using typical **tract**
	Fittings (5)	0.25	$75	$19	Not specified but apply typical scenario
	Splicing	1	$75	$75	
	QA/QC	1	$75	$75	Connectivity
	Sub-total	40.25		$3,019	
	Overhead		$0	$453	Includes project management and material cost
	Total			$3,469	

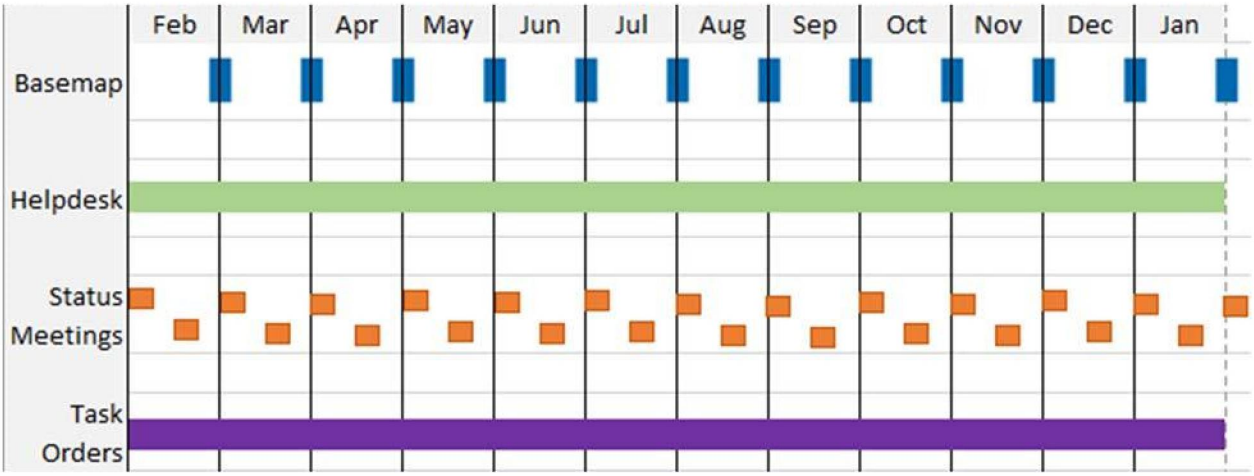
1c)	Item	Hours	Rate	Cost	Comment
	ArcGIS Enterprise Base Deployment*				
	Hardware System Configuration	4	$75	$300	SSL Certificates, Check Hardware and IIS System Specifications
	Install Configure Server	4	$75	$300	
	Install Configure Portal	4	$75	$300	
	Configure Web Adaptors	1	$75	$75	
	Install and Configure Data Store	4	$75	$300	
	Federate Servers	1	$75	$75	
	Total	18		$1,350	

* Recommendations

For Single Machine Base Deployment expand memory to 32 GB and 250 MB of storage capacity, monitor CPU and memory usage for all tiers before considering expanding resources (machines) and licensing requirements. Resource contention between App tier and Data tier will be the most likely reason for expansion. Other considerations: High availability and failover protection (using offsite passive method), Staging/Development server. Consider ArcGIS Monitor to build metrics for expansion.

Schedule

A diagrammatic representation of our team for the 12-month term is illustrated below:



- 30-day schedule for basemap Maintenance; within 10 days after the Assessor posts data (Lynda).
- Helpdesk tickets monitored **daily**, critical products produced within 1-2 days if possible (Stefanie).
- Helpdesk tickets dedicated **8-hours per week**, any remaining time goes toward Task Orders (Stefanie).
- Status Meetings. **Twice** per month, **1-hr** (max) each. (Patrick)
- Task Orders. GIS Infrastructure, Database Administration, Geocortex Work, ArcGIS Server, Integration, etc. **18 hours per month** minimum. Task Orders project list (Patrick, Stefanie).

Confirmation of City Requirements

Lynx Technologies acknowledges that Patrick Kelleher is authorized to represent the company, has read the City's Standard Consulting Agreement and Insurance Requirements, and unconditionally accepts its terms and conditions and meets the insurance requirements. A sample of our insurance certificates is attached.

Appendix A

Projects

Below is a list of projects compiled from past notes, it is not meant as an exhaustive list and can be considered topics of discussion to be added to our task orders

Project	Category	Priority	Comment
Eden APO to XAPO	Integration	2	Data direct from GIS via FME / Workflow
Yearly CIP Projects Report	Web GIS	2	Create Report Template so can be done by Finance Staff
API for SmartyStreets	Web GIS	1	Integrate into Public Noticing App
Annual Banner Ads	Web GIS	2	Enable / Train ED staff to do themselves
Digital Submittal Standards	Knowledge Transfer	2	Review existing, write to include GIS
Conflict of Interest Maps	Web GIS	2	Create workflow so staff can do themselves
Geocortex: integrate 3rd Party Apps	Web GIS	2	Pictometry, Google Street View, Public is broken(?)
Street Furniture	Data Management	2	Develop schema, content, integrate with Dude Solutions (Trash cans, benches, news racks, etc.)
Integration with City Web Site	Web GIS	2	e.g., Iframe, links to/from
Laserfiche	Integration	2	Centralized image storage, develop spatial component in GTX
Dude Solutions Integration	Integration	1	
Parcel Fabric in ArcGIS Pro	Data Management	3	Justification, Discussion
Parcel Report Generator	Web GIS	2	Internal and Public: Commercial vs Residential e.g. FAR, set-back requirements
Parks & Rec Story Map	Web GIS	3	Link to City Registration Page
Cell Site Notification	Web GIS	1	Get requirements, enable for public(?)
Storm Drain System	Data Management	1	30-50% profile data missing CIPs linked
Review / Modernize schemas for present day	Data Management	1	Evaluate in context of Web GIS
Development Projects Story Map	Web GIS	2	Manage by CD staff via Excel/GTX or Portal
Easements	Data Management	1	Go through legal documents, access to County Recorder
Templates, Charts, Reports for internal users	Web GIS	1	User-driven, interview stakeholders
Tract / Parcel Map Overlay	Data Management	2	Link to Laserfiche
Utility Network Model	Web GIS	3	Discussion

Geodatabase C:\Clients\Milpitas Utilities.gdb

Date generated Tuesday April 14, 2020

Version 2.01

Storm Mains. 5,241 features (including abandoned) from SD_ConvLines. Subtypes = Gravity, force and private.

Simple feature class
sdMain

Geometry *Polyline*
Contains M values *No*
Contains Z values *No*

Field name	Data type	Allow nulls	Default value	Domain	Prec-ision	Scale	Length	Alias
OBJECTID	Object ID							
Shape	Geometry	No						
SysID	**Long integer**	**No**			**0**			**SysID**
AssetID	**String**	**No**					**12**	**Asset ID**
UpstreamAssetID	String	No					12	Upstream Asset ID
DownstreamAssetID	String	No					12	Downstream Asset ID
CasingID	String	Yes					12	Casing ID
OutfallID	Long integer	Yes			0			Outfall ID
SubType	Long integer	No	1	dGenericSubType	0			Sub-Type
TypeDescription	String	Yes	Gravity Main	sdMainType			15	Main Type
Diameter	Long integer	Yes	12	sdPipeDiameter	0			Diameter
Material	String	Yes	RCP	sdPipeMaterial			5	Material
PipeShape	String	Yes	Circular	utPipeShape			12	Pipe Shape
NumberOfParallelPipes	Short integer	Yes	1	utFeatureCount	0			No Of Parallel Pipes
LengthReported	Double	Yes		sdPipeLength	0	0		Length (Reported)
LengthMeasured	Double	Yes		sdPipeLength	0	0		Length (Measured)
PipeHeight	Double	Yes		utDimension	0	0		Pipe Height
PipeWidth	Double	Yes		utDimension	0	0		Pipe Width
UpstreamInvert	Double	Yes		utElevation	0	0		Upstream Invert
DownstreamInvert	Double	Yes		utElevation	0	0		Downstream Invert
PlanSlope	Double	Yes		utSlope	0	0		Plan Slope
Slope	Double	Yes		utSlope	0	0		Slope
Location	String	Yes					50	Location
MapGrid	String	Yes					4	Map Grid
Basin	String	Yes					10	Basin
YearInstalled	Long integer	Yes			0			Year Installed
InstallMethod	String	Yes	Trench	utInstallMethod			16	Install Method
LastServiceDate	Date	Yes			0	0	8	Date Last Serviced
IsLined	String	Yes	No	dGenericYesNo			3	Is Lined?
LiningMaterial	String	Yes		utLiningMaterial			10	Lining Material
LiningType	String	Yes		utLiningType			9	Lining Type
YearRehabilitated	Long integer	Yes			0			Year Rehabilitated
RiskCondition	Double	Yes			0	0		Risk Condition
RiskFactor	Double	Yes			0	0		Risk Factor
RiskIndex	Double	Yes			0	0		Risk Index
YearToBeReplaced	Long integer	Yes			0			Replacement Year
OwnedBy	String	Yes	Milpitas	dOwner			25	Owned By
MaintainedBy	String	Yes	Milpitas	dOwner			25	Maintained By
SourceDocumentType	String	Yes		dSourceDocType			20	Source Doc Type
ProjectNumber	String	Yes					20	Project No
ProjectName	String	Yes					80	Project Name

Coded value domain
sdMainType

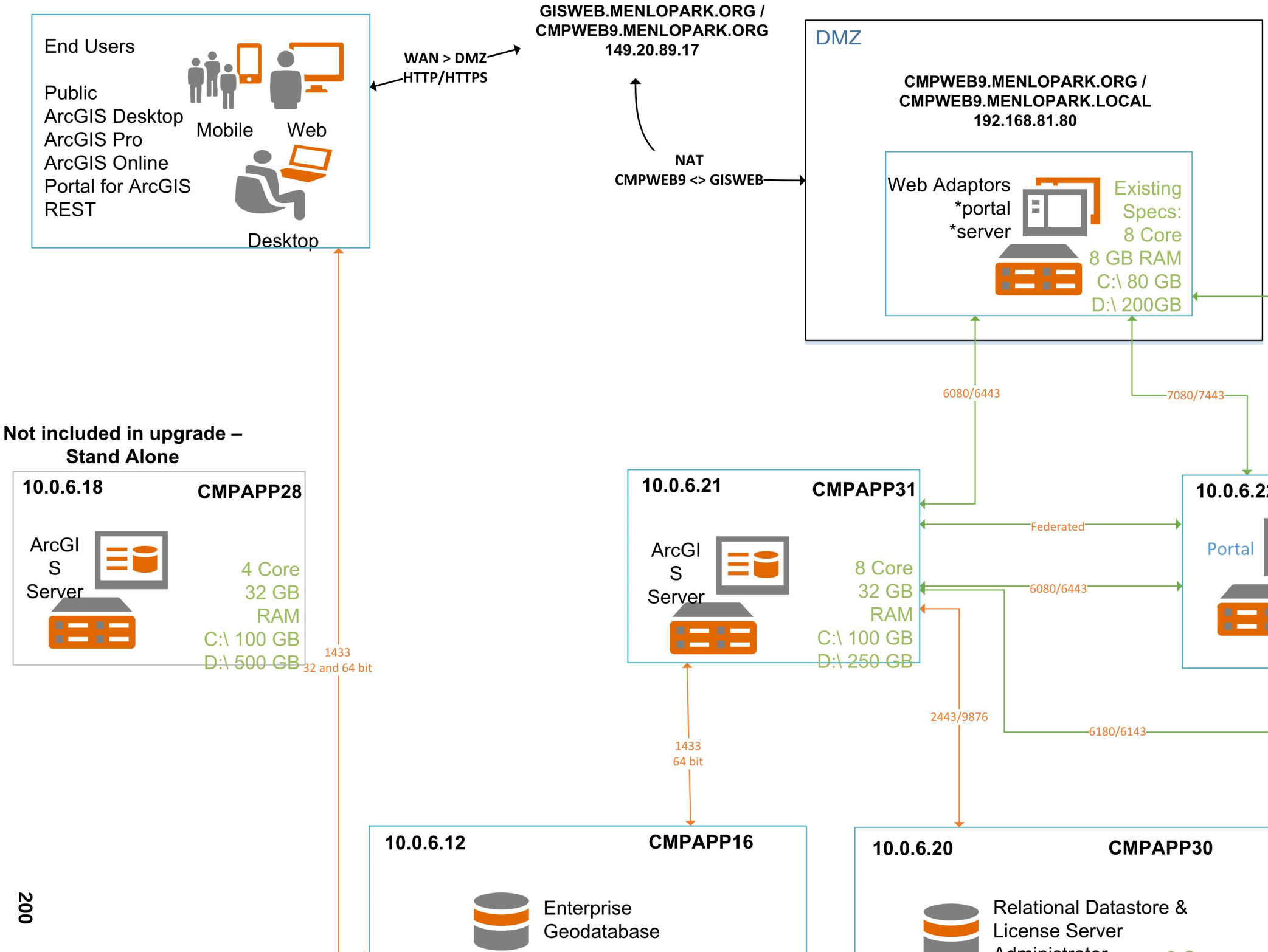
Description *Types of storm mains*
Field type *String*
Split policy *Duplicate*
Merge policy *Default value*

Code	Description
Gravity Main	Gravity Main
Force Main	Force Main
Perforated Pipe	Perforated Pipe
Private Line	Private Line

Coded value domain
sdPipeMaterial

Description *Types of storm pipe materials*
Field type *String*
Split policy *Duplicate*
Merge policy *Default value*

Code	Description


End Users
Public
ArcGIS Desktop
ArcGIS Pro
ArcGIS Online
Portal for ArcGIS
REST
Mobile
Web
Desktop
WAN > DMZ
HTTP/HTTPS
GISWEB.MENLOPARK.ORG /
CMPWEB9.MENLOPARK.ORG
149.20.89.17
NAT
CMPWEB9 <> GISWEB
DMZ
CMPWEB9.MENLOPARK.ORG /
CMPWEB9.MENLOPARK.LOCAL
192.168.81.80
Web Adaptors
*portal
*server
Existing
Specs:
8 Core
8 GB RAM
C:\ 80 GB
D:\ 200GB
6080/6443
7080/7443
Not included in upgrade –
Stand Alone
10.0.6.18
CMPAPP28
ArcGI
S
Server
4 Core
32 GB
RAM
C:\ 100 GB
D:\ 500 GB
1433
32 and 64 bit
10.0.6.21
CMPAPP31
ArcGI
S
Server
8 Core
32 GB
RAM
C:\ 100 GB
D:\ 250 GB
Federated
6080/6443
Portal
2443/9876
6180/6143
1433
64 bit
10.0.6.12
CMPAPP16
Enterprise
Geodatabase
10.0.6.20
CMPAPP30
Relational Datastore &
License Server
Administrator

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AMENDMENT #1 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND LYNX TECHNOLOGIES, INC. FOR GIS CONSULTING SERVICES

WHEREAS, on **July 1, 2021**, the City of Dublin (hereinafter referred to as "CITY") and **Lynx Technologies, Inc.** (hereinafter referred to as " **CONSULTANT** ") entered into a **Consulting** Services Agreement for **GIS Consulting** services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to increase the not-to-exceed compensation amount to $357,000 by modifying Section 2, and update the scope of work and compensation schedule by modifying Exhibit A and Exhibit B 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 COMPENSATION, the first paragraph shall be rescinded in its entirety and replaced with the following:

   Section 2.0 COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **$357,000**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

2) Exhibit A, the scope of services shall be rescinded in its entirety and replaced, attached hereto and incorporated herein as Exhibit A.

3) Exhibit B, the compensation schedule shall be rescinded in its entirety and replaced, attached hereto and incorporated herein as Exhibit B.

4) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

5) 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.

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6) 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

DocuSigned by:

By: _____
E33836CFFC044E0...
Linda Smith, City Manager

Dated: 4/19/2023

LYNX TECHNOLOGIES, INC.

DocuSigned by:

By: _____
3F32219E7D6A4BB...
Patrick Kelleher, CEO

ATTEST:

DocuSigned by:

By: _____
9BB70815D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

By: _____
4D33BDE7E6D8453...
City Attorney

DocuSign Envelope ID: 34F55871-75C2-4132-90AB-5CBE7CD2C954

EXHIBIT A

SCOPE OF SERVICES

GIS Professional Services July 2021 through June 2024

Services will be performed as directed by the GIS Coordinator at the City of Dublin.

This agreement will provide ongoing support and further development of the City's Geographical Information System (GIS). Lynx staff will be dedicated to the City's GIS team as work is assigned. Staff will conduct work both on and off site as required. Services are provided on a time and materials basis.

The tasks will vary, but may involve any of the roles listed or related below:

- ArcGIS Enterprise / Geocortex Essentials design, implementation, and maintenance
- Database management, and administration, including design and documentation
- Web development within the ArcGIS Enterprise/ Geocortex Essentials framework
- Web development within the ArcGIS Online framework, this includes site management, user management and App development using Web App Builder, Field Apps, and Survey123
- Base feature layer maintenance including parcels, streets, addresses, roadway, tract, and boundary changes, including associated tables and annotation. These feature layers are maintained on a 30- day cycle and coordinated with adjacent cities and the county.
- Data maintenance of other layers within the GIS such as utility networks, planning and engineering overlays. These feature layers are updated as-needed
- Trak- IT Management, IT' s Helpdesk will be monitored on a daily basis, Lynx will respond to the City's request within 24 hours of new GIS- related tickets. Work will be assigned and processed accordingly, tickets will be completed (hours, results, status) and closed
- Onsite work to collect and capture data. For example, staff could be assigned to go through engineering data to infill missing data, or there may be a special project that city staff requires a GIS technician in which significant interaction is required. Scanning to Laserfiche is another option onsite task that may be required as-needed
- Field work as required, this may include field inspection such as sidewalk surveys or current land use, or high precision GPS capture of city assets
- Ad hoc GIS analysis and presentations

Project assignments will proceed with an estimate of required hours; a detailed scope of work will be provided for unusual or one-time projects. A simple email exchange of hours and approval is all that will be required for maintenance work.

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EXHIBIT B

COMPENSATION SCHEDULE

The total budget will not exceed $357,000.

All work will be billed on a time and materials basis according to the following rate schedule over the next three years:

Year	Rate
2021/2022	$75
2022/2023	$77
2023/2024	$80

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENT #2 TO THE CONSULTING SERVICES AGREEMENT WITH PAKPOUR CONSULTING GROUP, INC. FOR DEVELOPMENT REVIEW AND CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

WHEREAS, on June 15, 2021, the City Council adopted Resolution Numbers 72-21 and 73-21 approving an Agreement for On-Call Construction Management and Inspection Services and Development Review Services with Pakpour Consulting Group, Inc. for a not-to-exceed amount of $2,000,000 over a three-year term; and

WHEREAS, on December 16, 2021, the City Manager approved Amendment #1 to the Agreement, which added an Emergency Operations Assistance section to the Agreement, whereby Pakpour Consulting Group, Inc., agreed to provide services during a local or regional emergency; and

WHEREAS, the City and Consultant mutually desire to amend the Agreement to extend the term and increase the compensation amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does herby approve Amendment #2 with Pakpour Consulting Group, Inc.

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

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AMENDMENT #2 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND PAKPOUR CONSULTING GROUP, INC.

WHEREAS, on **July 1, 2021**, the City of Dublin (hereinafter referred to as "CITY") and **Pakpour Consulting Group, Inc.** (hereinafter referred to as (" **CONSULTANT**") entered into a **Consulting** Services Agreement for **On-Call Development Review and On-Call Construction Management and Inspection** (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, on December 16, 2021 the City Manager approved Amendment No. 1 to the Consulting Services Agreement for Emergency Operations Assistance; and

WHEREAS, the existing AGREEMENT will expire on June 30, 2024; and

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to extend the term through June 30, 2026 by modifying section 1.1 of the Agreement, and to increase the not to exceed compensation amount to $3,000,000 by modifying 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 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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.

2) Section 2 COMPENSATION, the first paragraph shall be rescinded in its entirety and replaced with the following:

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $3,000,000, notwithstanding any contrary indications that may be contained in the Consultant's proposal, for services to be performed and reimbursable costs incurred under his Agreement. In the event of a conflict between this Agreement and the Consultant's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. Consultant shall submit all invoices to City

in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

3) Except to the extent inconsistent with this Second 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 Second Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: _____
Linda Smith D'Ambrosio, City Manager

Dated: _____

PAKPOUR CONSULTING GROUP, INC.

By: 6A52E332D449452 Joubin Pakpour DocuSigned By: Joubin Pakpour
Joubin Pakpour, P.E.

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND PAKPOUR CONSULTING GROUP, INC. FOR ON-CALL DEVELOPMENT REVIEW AND ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Pakpour Consulting Group, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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. Consultant 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 Consultant is engaged.

1.3 Assignment of Personnel. Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant 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 Consultant's obligations hereunder.

1.5 Public Works Requirements. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works

within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

1.6 **Public Works Contractor Registration**. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $1,000,000 for Development Review and $1,000,000 for Construction Management and Inspection, for a total of $2,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant 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.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant 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. Consultant 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 Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant 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. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant 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 Consultant. 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, Consultant 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 entity for all work performed by the Consultant, its employees, agents, and subcontractors.

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

a. Certificate of Liability 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. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 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 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant'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 Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant 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 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount

not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 **All Policies Requirements.**

4.4.1 **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.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant 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 Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **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).

4.4.5 **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.

4.4.6 **Subcontractors.** Consultant 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.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant 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 Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant 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 Consultant 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, Consultant 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 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement.

Consultant 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 Consultant.

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not 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 Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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 **Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant 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 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant

understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

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

10.9 **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.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Pakpour Consulting Group, Inc.
Attn: Joubin Pakpour, P.E.
5776 Stoneridge Mall Road, Suite 320
Pleasanton, CA 94588

Any written notice to City shall be sent to:

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

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses
Exhibit C	Indemnification
Exhibit D	California Labor Code Section 1720 Information

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 **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 Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant 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

DocuSigned by:

E33836CFFC044E0...

Linda Smith, City Manager

Attest:

DocuSigned by:

9BB70615D22F40A...

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:

Jordyn Bishop for

3ED7F38973DC484...

City Attorney

Pakpour Consulting Group, Inc.

6A52E332D449452

Joubin Pakpour

DocuSigned By: Joubin Pakpour

Joubin Pakpour, P.E.

1000054152

Consultant's DIR Registration Number
(if applicable)

3070368.1

EXHIBIT A

SCOPE OF SERVICES

Development Review

- Provide staff augmentation services.
- Serve as engineering project manager and primary engineering reviewer for a wide variety of land development, subdivision, commercial, encroachment permit, small cell permit, planning applications, and building permit applications.
- Review and manage multiple land development, subdivision, commercial, encroachment permit, small cell permit, planning applications, and building permit applications from initial planning application or entitlement through issuance of permit for construction or improvement plan and final map approval, construction, to final sign-off of improvements, turnover for maintenance, and warranty release.
- Review, analyze, and develop conditions of approval for various planning entitlement applications such as Tentative Maps, Site Development Reviews and Conditional Use Permits.
- Review various encroachment permit applications, including small cell site applications, and building permit applications.
- Review parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans and building permit plans for conformance with City and State regulations and engineering standards of practice, including ADA and accessibility requirements.
- Review plans and documents for conformance with the requirements of the RWQCB NDPES Municipal Regional Permit (MRP), including but not limited to:
    - Low impact development.
    - Source control.
    - Design of storm water treatment measures and sizing calculations.
    - Hydromodification standards and the use of BAHM software to both design and review detention and metering devices.
    - Trash capture.
    - Stormwater Management Maintenance Agreements.
- Work collaboratively with Public Works Staff and other City departments such as Planning, Building, Economic Development, Fire and Environmental Services during the review process.
- Coordinate the review and approval process with outside agencies such as Dublin San Ramon Services District, Zone 7 and Alameda County.
- Correspond directly with applicants and their design teams.
- Attend meetings with applicants and Staff and conduct various other duties in order to efficiently coordinate project reviews with City Staff.
- Write memorandums summarizing plan review comments for transmittal to applicants and other departments/agencies.
- Write staff reports for City Council meetings.

- Prepare agreements including long term encroachment agreements, stormwater operations & maintenance agreements and subdivision improvement agreements.
- Administer surety bonds associated with various agreements.
- Prepare grant deeds, grants of easement or certificates of acceptance documents and review of associated plat maps and legal descriptions.
- Perform field observations and walk-throughs of projects under construction, in support of Public Works inspection staff/consultants.

Construction Management and Inspection Services

The Scope of Services is intended as a guide to illustrate the minimum project requirements. The Consultant Construction Management Team will provide professional and technical services to manage the construction, and inspection, for the assigned project under the supervision of the City of Dublin. The Consultant shall provide all other necessary equipment, vehicle(s), cell phone, tools of the trade, etc. necessary for the project team to successfully complete the project.

Services During Pre-Construction*:*

The Construction Manager will assist City Staff in the following:

1. Perform a review of the construction documents issued to the City for review and provide recommendations regarding feasibility of construction methods, current availability of materials and labor and time requirements for procurement. Identify materials or services which may have a long lead time and could impact to the project. Provide written comments to the City for incorporation into the bid documents by addendum if necessary.
2. Work with the City to develop strategies to generate market interest in the Project.
3. Take the lead in managing the bid process including receiving bidder's questions, distributing information to the Owner and their consultant, issuing bid addendums, analyzing bids and ultimately make a recommendation of award to the City Project Manager. Provide documentation and substantiation to allow staff to gain Council approval of award.
4. Maintain an electronic project management filing system on the City's network using the Microsoft office suite.
5. Work with and provide project specific construction recommendations to the design team. Review and provide comment on the construction logistics plans produced by the design team.

Services During Construction:

The Construction Manager will represent the City during construction of the project. The Construction Manager will perform the following specific services:

1. Coordinate the efforts of the engineer, contractor, local agencies, and City to ensure proper communication and progress of the project. Act as liaison to the City through the City's Project Manager.

2. Schedule, direct and supervise the Project Inspector or work with the City's Sr. Inspector in assignment of inspection staff.

3. Coordinate all required testing services and review testing reports and materials testing personnel.

4. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule.

5. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule and any other matters related to compliance with the contract.

6. Provide a daily log of events and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract.

7. Review, track and assist in the preparation of responses to Contractor RFI's.

8. Review, track and assist in the review of Contractor submittals.

9. Review and track certificates of compliance and product submittals for conformance to the project Special Provisions and/or Caltrans Standard Specifications and Plans.

10. Provide a monthly update outlining project status, schedule, submittals, RFI's, and change order issues. Include pertinent photos or supporting documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.

11. Issue Weekly Statement of Days Charged.

12. Review and furnish contract correspondence, minutes of meetings and directives to be issued to secure the interests of the City.

13. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.

14. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings.

15. Verify that the Contractor complies with the requirement of the project's water pollution control and staff the project with the required personal and submit necessary documentation to the SMART system.

16. Assist the Design Consultants Team to ensure compliance with the project's various environmental requirements and permits

17. Assist with providing any information to the City Departments as required.

18. Monitor contractor's construction activities to ensure the General Contractor is providing proper planning and coordination of work crews and of subcontractors for the execution of the project work.

19. Identify potential claims and make recommendations to resolve them.

20. Upon completion of the project work, provide a punch list review and recommendation of Project Acceptance.

21. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.

22. The construction Contractor shall be responsible for job site safety. Should a safety or hazardous condition be discovered by the Construction Management Team, it shall be brought to the attention of the Contractor and inform the City.

The Project Inspector will represent the City during construction and report to the Construction Manager or Inspector of Record or City Representative:

1. Provide on-site inspection to assure that the project is constructed in compliance with the Plans and Specifications.

2. Perform the duties designated by the City's Building Department Inspector or Inspector of Record for the project.

3. Provide inspectors daily report of events, manpower, and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract. Daily progress pictures shall be incorporated into the report.

4. Take digital photographs and digital video tape recordings of the construction progress on a regular basis, including pre-construction conditions within the project limits.

5. Collect material tags and verify materials on site meet project specifications and project submittals.

6. Maintain a redline set of as-built plans and specifications.

7. Track and field-verify quantities of actual improvements installed by the Contractor and maintain a quantity bid sheet for each bid item of work.

8. Assists the Construction Manager or City Representative in review and recommendation of progress payments.

9. Track and document Time and Materials work issued to the Contractor.

10. Working with the Construction Manager and other agencies and permit holders to issue a project punch-list.

Post-Construction Services:

1. Provide marked up construction record drawings (as-built drawings) for designer completion.
2. Coordinate and prepare final progress payment.
3. Provide final inspection services and project closeout activities including preparation of final construction project report and other documents required by City of Dublin, City Building Department or Authority having Jurisdiction and resolve all contractor claims if any.
4. Resolution of all contract issues, warranties, bonds, etc.
5. Turn all construction documents over to the City of Dublin.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

January 1, 2021 through
December 31, 2021

Principal Engineer	$220 per hour
Senior Engineer	$190 per hour
Associate Engineer	$170 per hour
Project Engineer	$155 per hour
Assistant Engineer	$140 per hour
Public Works Inspector	$150 per hour
Engineering Technician	$110 per hour
Administrative Assistant	$80 per hour
Sub-Consultant Mark Up	10%

All rates are inclusive of direct costs such as mileage, copies, plots, postage, shipping, telephone and cell phone charges. A 1.3 multiplier will be applied to the hourly rate of Project Inspectors working more than 8 hours per day and / or 40 hours per week.

EXHIBIT C

INDEMNIFICATION

PROFESSIONAL

A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

EXHIBIT C

INDEMNIFICATION

TECHNICAL CONSULTANT

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected 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 Consultant's performance of the services called for 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.

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 Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant 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 Consultant 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 Consultant accepts or rejects the tender of defense, whichever occurs first.

EXHIBIT D

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, 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 in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the

Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

3070368.1

AMENDMENT #1 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND PAKPOUR CONSULTING GROUP, INC.

WHEREAS, on July 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and Pakpour Consulting Group, Inc. (hereinafter referred to as "CONSULTANT ") entered into a Consulting Services Agreement for On-Call Construction Management, Inspection, and Development Review services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the CITY would like to expand the services provided by CONSULTANT; and

WHEREAS, the CITY and CONSULTANT now wish to amend the AGREEMENT to add a new section for Emergency Operations Assistance to the Public Works Department in the event of an emergency.

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

1) Section 11.0 shall be added in its entirety as follows:

EMERGENCY OPERATIONS ASSISTANCE. The following terms and conditions are hereby agreed to by CONSULTANT in the event of a local or regional emergency:

a. Report into the City of Dublin Emergency Operations Center (E.O.C.). Contract personnel assigned to the CITY will make a reasonable effort to report to the City of Dublin E.O.C. as soon as possible following a local or regional emergency.

b. CONSULTANT shall provide emergency preparedness training at its own expense. All contract personnel assigned to the CITY shall maintain appropriate emergency training and certification at all times, such as ATC-20 Damage Assessment Training and Certification, within 12 months of the execution of this FIRST AMENDMENT.

c. CONSULTANT shall make contract personnel and resources available for emergency response at the same hourly rates and conditions specified in this AGREEMENT.

d. CONSULTANT acknowledges that emergency response work may require variations in the work hours and assignments.

2) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all the terms and conditions of the AGREEMENT.

3) All requisite insurance policies to be maintained by the CONSULTANT pursuant to the AGREEMENT, as may be amended from time to time, shall include coverage for the original term.

4) The individuals executing this FIRST 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 FIRST 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

DocuSigned by:

By: _____
E33836CFEC044ED...
Linda Smith, City Manager

Dated: 12/16/2021

PAKPOUR CONSULTING GROUP, INC.

6A52E332D449452

By: _____
DocuSigned By: Joubin Pakpour
Joubin Pakpour, P.E.

ATTEST:

DocuSigned by:

By: _____
9BB70815D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

By: _____
4D33BDE7E6D8453...
City Attorney

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENT #1 TO THE CONTRACTOR SERVICES AGREEMENT WITH TRI-VALLEY JANITORIAL SERVICE & SUPPLY, INC. FOR JANITORIAL SERVICES AND SUPPLIES

WHEREAS, on April 20, 2021, the City Council adopted Resolution No. 30-21 approving an Agreement with Tri-Valley Janitorial Service & Supply, Inc. for janitorial services at City facilities and at Camp Parks, via the Intergovernmental Services Agreement, for a not-to-exceed amount of $2,397,977 over a three-year term; and

WHEREAS, the City and Contractor mutually desire to amend the Agreement to extend the term and increase the compensation amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does herby approve Amendment #1 with Tri-Valley Janitorial Service & Supply, Inc.

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

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AMENDMENT #1 TO CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND TRI-VALLEY JANITORIAL SERVICE & SUPPLY, INC.

WHEREAS, on **July 1, 2021**, the City of Dublin (hereinafter referred to as "CITY") and **Tri-Valley Janitorial Service & Supply, Inc.** (hereinafter referred to as "**CONTRACTOR**") entered into a Contractor Services Agreement for **Janitorial Services** (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the existing AGREEMENT will expire on June 30, 2024; and

WHEREAS, the CITY and CONTRACTOR now wish to amend the Agreement to extend the term through June 30, 2026 by modifying section 1.1 of the Agreement, and to increase the not to exceed compensation amount to $4,302,219.83, by modifying Section 2 of the Agreement, and update the scope of work and compensation schedule by modifying Exhibit A and Exhibit B 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 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, the date of completion specified in Exhibit A, 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.

2) Section 2 COMPENSATION, the first paragraph shall be rescinded in its entirety and replaced with the following:

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $4,302,219.83, notwithstanding any contrary indications that may be contained in the Contractor's proposal, for services to be performed and reimbursable costs incurred under his Agreement. In the event of a conflict between this Agreement and the Contractor's proposal, 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. Contractor shall submit all invoices to City in the

manner specified herein. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

3) Exhibit A, the scope of services shall be rescinded in its entirety and replaced, attached hereto and incorporated herein as Exhibit A.

4) Exhibit B, the compensation schedule shall be rescinded in its entirety and replaced, attached hereto and incorporated herein as Exhibit B.

5) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

6) All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

7) The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

DocuSign Envelope ID: A639F6BB-C258-4D02-8D0D-5866A8BAD3DA

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

By: _____
Linda Smith D'Ambrosio, City Manager

Dated: _____

TRI-VALLEY JANITORIAL SERVICE & SUPPLY, INC.

DocuSigned by:

By: _____
A9C1BE9AC70A480...
Amy Giamona, President

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A

SCOPE OF SERVICES

SECTION 1 – GENERAL SERVICE PROVISIONS

A. **Work Schedule** - Janitorial services shall be provided up to seven (7) days per week at the time specified for each location. General cleaning shall be performed between the hours of 5:00 PM and 5:00 AM. The available time schedules for individual facilities are set forth in Attachments 1 through 10 of this Exhibit A. The City reserves the right, with one (1) week's advance notice, to change schedules. Contractor shall provide twenty-four (24) hour emergency response, if requested, and shall respond to City within four (4) hours of request for emergency services. Contractor shall provide a specific monthly schedule of all monthly, quarterly, and semiannual services by building, giving specific dates. The schedule for the first two (2) months shall be provided at least five (5) days prior to the first day of the Agreement term as set forth in Section 1.1. The schedule for the third month, and all subsequent months, shall be provided with each monthly invoice, and the invoices will not be paid if not accompanied by a cleaning schedule.

Such monthly, quarterly, and annual cleaning services shall be provided on the day stated on the monthly cleaning schedule; and if such work requires more than one (1) day to conclude, Contractor must complete the work on successive days. Contractor may request a change to this cleaning schedule with seven (7) days' advance notice.

B. **Holidays** - The following twelve (12) days are City holidays on which Contractor may need to provide service. All City facilities are dynamic due to their programmed use; and some locations will require service on holidays, as provided below.

New Year's Day	Veterans Day
Martin Luther King, Jr.'s Birthday	Thanksgiving
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Buildings that may require service during holidays are listed below. The Public Works Manager, or his/her designee will provide a schedule of which buildings will require holiday service thirty (30) days prior to each holiday.

- Civic Center
- Dublin Arts Center
- Dublin Heritage Center
- Dublin Heritage Park and Museum
- Public Library
- Public Safety Complex
- Senior Center
- Shannon Community Center
- Wave Aquatic Center

C. Supplies and Equipment

1. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, vacuum cleaners, etc. The Public Works Manager, or his/her designee, must approve all supplies and/or equipment prior to their use under this Agreement. Any non-complying equipment or supplies shall be changed out immediately at the request of the Public Works Manager or his/her designee. Janitorial closets located in City facilities may be used by Contractor and shall be kept clean and free of debris and odor at all times. All supplies and equipment stored in any City janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to City staff, the public, or Contractor's employees. Contractor's on-site supervisor shall maintain an equipment inventory, and a copy shall be given to the Public Works Manager or designee, upon request. Unless otherwise agreed by the City in writing, cleaning products shall meet the Green Seal-37, EPA Safer Choice, or UL Eco Logo Certified Standards. All janitorial paper products must be comprised of 51-100% post-consumer recycled content and processed chlorine-free bleaching (includes products certified by Green Seal, EPA Safer Choice, or UL Eco Logo). Further information regarding environmental or Green Seal products can be found at https://certified.greenseal.org/search?&query=GS-37.

2. Contractor shall develop and implement Standard Operating Procedures that address:

I. Cleaning and waste collection
II. Equipment operation procedures and maintenance
III. Collection and proper three stream disposal of garbage, recycling, and compost
IV. Communications with management and occupants of the building

3. Contractor shall provide the following products for use at City locations: toilet paper; paper towels; toilet seat covers; trash can liners; liquid hand soap; and feminine sanitary supplies. City shall also provide at its expense all utilities, including lights, power and water. Contractor shall stock and refill all restroom dispensers, as outlined in the applicable sections of this Exhibit A (Janitorial Cleaning Specifications – Master List, #9 Restrooms, Locker Rooms, Dressing Rooms and Showers).

D. Supervision

1. Contractor shall provide a supervisor or lead custodian who shall be present during all scheduled cleaning hours and special work assignments at a City facility. This individual shall speak, read write, and understand English. All direction given to Contractor's supervisor shall be as binding as if given to Contractor.

2. Monthly janitorial supervisor's reports shall be prepared and submitted to Public Works Manager, or his/her designee, noting any building deficiencies needing correction.

3. While performing work under this Agreement, Contractor's supervisor shall carry a cell phone and pager by which City staff shall be able to communicate with him/her. Other janitorial staff, at a minimum, should carry pagers and may use City phones designated by the Public Works Manager, or his/her designee, to respond to work-related issues.

4. Contractor shall provide a list of all Contractor's staff assigned to each work site. The list shall include name, address, and driver's license number and the employee's work schedule and assignment. At Contractor's expense all of Contractor's employees shall

have taken and satisfactorily passed background screening for drug and alcohol use.

5. Contractor's employees, including supervisors and managers, and employees performing regular service, fill-in work for absences, or any subcontract staff, who enter the Public Safety Complex, 6363 Clark Avenue, shall have satisfactorily passed a background investigation through Dublin Police Services. The background check includes Live Scan processing. Contractor shall be responsible for paying the Department of Justice fee for the Live Scan processing (at this time, approximately $100 per person). The City will absorb the staff time cost involved in running the Live Scan equipment. Contractor is responsible for scheduling these background checks prior to any of its employees working in the Public Safety Complex. The background checks must be performed at least two weeks (14 days) prior to the employee entering the facility.

E. **Training -** Contractor shall provide ongoing documented training programs for all of Contractor's staff. Training programs shall include, but not be limited to, quality standards, task definitions, IIPP plans (Injury and Illness Prevention Program), SDS sheets (Safety Data Sheets), Cal-OSHA (California Occupational Health and Safety) regulations and all other applicable safety regulations. Contractor shall provide to the Public Works Manager, or his/her designee prior to beginning of work, and annually thereafter (provided to City with the twelfth (12th) invoice of each year), a report showing the training provided for the janitorial staff working in City buildings. City will provide annual sorting training at a specific location, date, and time to be determined.

F. **Employee Conduct** - Employees of Contractor, while performing work under this Agreement, SHALL NOT:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee.
2. Remove any City property, or property, equipment, monies, forms or any other items belonging to an employee of the City, from City facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Turn on or use any electronic equipment (computers, typewriters, radios, etc.) other than those supplied by Contractor.
8. Use any City telephones except those designated by the Public Works Manager, or his/her designee, for the performance of services under this Agreement.
9. Open any desk, file cabinet or storage cabinet.
10. Remove any articles from desks.
11. Consume any food or beverage other than that brought with or purchased by the employee.
12. Consume any food or beverage in any area NOT designated as a break or lunchroom.
13. Engage in non-work-related conversations with City employees or visitors.
14. Come to work late or leave work early.

G. **Employee Removal** - Contractor shall remove from service on City premises any employee of Contractor who, in the opinion of the Public Works Manager, or his/her designee, is not performing the services in a proper manner or who is incompetent, disorderly, abusive, dangerous, insubordinate, disruptive, who does not comply with rules and regulations of the City, or is otherwise objectionable. Contractor shall in no way interpret such removal to require dismissal of or other disciplinary action against the employee; and such removal shall not be the basis of any claim for compensation or damages against the City or any of its officers, employees or agents as to the performance of the work.

H. **Employee Appearance and Identification** - Contractor's personnel shall present a neat appearance and be easily recognized as Contractor employees. Contractor shall provide each employee with an identification badge and uniform. The badge shall include the employee's photograph and name, an employee number, and Contractor's name. The identification badge shall be displayed on the front of the employee's uniform at all times. Contractor accepts and understands that any employee who fails to meet this requirement may be asked to leave City property. Should this occur, the City will not compensate the Contractor or Contractor's employees for lost time. It is expressly understood that Contractor is responsible for ensuring that all of its employees possess and carry valid photo-identification at all times on City property. Contractor's employees shall be wearing their uniforms and identification badges prior to entering any City building, and uniforms and badges shall be worn at all times while working in a City facility. The uniform, at a minimum, shall be a uniform shirt to which Contractor's business name and/or logo have been affixed.

I. **Employee Qualifications -** Contractor's employees shall be at least eighteen (18) years of age and thoroughly trained and qualified in the work assigned to them. Contractor's employees shall be able to follow directions and shall be physically capable of performing the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc.

All janitorial staff working at any City facility shall be required to submit personal information and copies of driver's licenses or other valid identification for the purpose of background checks. Such personnel will also be subject to Live Scan Fingerprinting processing at the contractor's expense. The City reserves the right to deny access based on information obtained in the background check through Live Scan Fingerprinting.

J. **Reporting and Inspections**

1. Building Control Log: Contractor's supervisor or lead custodian shall be responsible for maintaining building control logs. Contractor's employees shall be responsible for signing in and out daily on the log. Further, Contractor's employees who provide special cleaning services are also required to sign in and out for services provided. The building control logs shall be the focal point for communication between the Contractor and the City and for sharing work-related comments and issues.

2. Status Reports: If and when unusual circumstances arise, a report shall be given to the Public Works Manager, or his/her designee, the day of the occurrence. Examples of unusual circumstances include, but are not limited to, the observance of suspicious persons around a City facility or the discovery of inoperable lighting in a City facility.

3. Regular Inspections: Contractor's account manager and supervisor shall meet with

Facility Management representatives quarterly to ensure compliance with contract specifications and shall initiate meetings, as needed, to review work sites and resolve problems.

4. Timely Billing: Contractor shall provide special cleaning service invoices within fourteen (14) days of the services being provided. City shall be under no obligation to pay any invoice which is submitted to Public Works Manager more than thirty (30) days beyond completion of special cleaning services.

K. **Work Performance -** Contractor shall adhere to the highest quality standards of the janitorial profession and the City's cleaning standards as communicated by the Public Works Manager, or his/her designee, and set forth in this Agreement. Contractor shall immediately verbally notify the Public Works Manager, or his/her designee, of any occurrence or condition that interferes with its ability to be in full compliance with Agreement requirements and shall confirm such verbal notification in writing within twenty-four (24) hours.

L. **Special Assignments** - City may request janitorial services for special events not covered in the scope of services under this agreement and outside the normal scheduled cleaning hours as outlined herein. City may request these special services up to, but not later than, forty-eight (48) hours prior to the event. If the required services are outside Contractor's normal cleaning schedule, payment shall be made on the basis of the hourly rate and, if applicable, minimum number of hours as set forth in Exhibit B.

M. **Emergency Work -** "Emergency work" is defined as any work beyond the general routine janitorial work required by this agreement. Emergency work shall require a shortened Contractor response time of between two (2) and four (4) hours, depending upon the nature of said work. Contractor shall have sufficient labor and call-out procedures to ensure that staffing is available for this type of unplanned requirement. The City of Dublin will work closely with Contractor to develop a procedure for reacting to emergency situations. Compensation for "Emergency Work" shall be in accordance with the hourly rate for Special Assignments as described above.

N. **Storage** - Contractor may use City janitorial closets, if available; and if utilized, Contractor shall keep this space in a neat, clean, odor free, and orderly condition. The City will not be responsible in any way for damage to or loss of Contractor's stored supplies and/or equipment or for Contractor's employees' personal belongings stored in any City janitorial closets. As noted in Section 3 of the Agreement, if janitorial closets are not available, Contractor shall store its supplies and equipment in its own facility or company vehicles.

O. **Security** - Contractor shall be required to have available the keys or security access cards provided by the City at all times while providing service to the City. All doors shall be unlocked and locked in such manner and at such times as required by each building's specifications. Contractor shall be responsible for ensuring that all doors are closed and locked during its performance of janitorial duties. Lost keys or security access cards shall be immediately reported to the Public Works Manager, or his/her designee, and charged to Contractor at the rate of $50.00 per key or security access card. In addition, Contractor shall reimburse City for all costs associated with re-keying any or all locks necessitated by lost keys in his/her control. Contractor's employees shall NOT set off, or fail to reset, a building alarm, as instructed. Such false alarms or failure to reset an alarm shall cause the City to incur damages, and Contractor shall be charged liquidated damages of One Hundred Fifty Dollars ($150) per event.

Contractor's employees shall not operate for personal use any City computers, fax machines, telephones, television sets and/or copiers while performing services under this contract. Contractor shall be financially responsible for any loss, damages, or accrued charges for any unauthorized usage of City equipment.

P. **Care of Facilities** - Contractor's employees shall regularly observe the general condition of all building areas and report problem areas to Contractor's supervisor or lead custodian. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the Emergency Services by dialing 911 and shall then call the Public Works Manager, or his/her designee, immediately. For non-emergency repairs, Contractor shall report all required non-emergency repairs by contacting the Public Works Manager, or his/her designee.

Q. **Energy Conservation** - Unless otherwise specified by Public Works Manager, lights are to be turned off in facilities when janitorial staff is finished working for the evening.

R. **Graffiti** - Contractor shall immediately remove all graffiti from all surfaces found inside any of the buildings after Contracting with the Public Works Manager, or his/her designee, for removal methodology. Graffiti noticed on the outside of any building shall be reported to Public Works Manager, or his/her designee.

SECTION 2 – REQUIRED SERVICES

The services to be provided under this Agreement are listed in Exhibit A Section 2. In some instances, services may differ among the various facilities. The following buildings are included in this agreement:

- Civic Center, 100 Civic Plaza (Includes City Hall, Dublin Arts Center, and portable building in parking lot)
- Library, 200 Civic Plaza
- Senior Center, 7600 Amador Valley Boulevard
- Shannon Community Center, 11600 Shannon Avenue
- Heritage Center (historical schoolhouse and church), 6600 Donlon Way
- Heritage Park and Museum, 11285 Dublin Boulevard
- Wave Aquatic Center, 2401 Central Parkway
- Corporation Yard, 5709 Scarlett Court
- Public Safety Complex, 6363 Clark Avenue
- Camp Parks (38 buildings)

Following is a master list of services required under this Agreement. Not all services are required at all buildings; a specific breakdown is provided for each facility in Exhibit A Attachments 1 through 10.

1. **Flooring**
   a. **Vinyl, linoleum, terrazzo, or concrete floors (sweep)** – Sweep with an anti-dust mop.
   b. **Vinyl, linoleum, terrazzo, or concrete floors (damp or wet mop)** – Use warm water with good quality cleaner that leaves no visible or sticky cleaner residue, when dry. Remove all scuff and surface marks. Rinse, if necessary, with clear warm water, and clean mop. Wipe any and all baseboards free of moisture and dirt. Protect all wall surfaces. Buff all tile floors, as required.
   c. **Vinyl and linoleum (clean and wax floors – traffic areas)** – Dust entire floor and corners with treated mop. Damp mop and remove any spot or stains. Allow flooring to dry completely. Apply wax in traffic areas only, feathering out to corners. Corners shall be waxed only as part of complete stripping process (see below).
   d. **Vinyl and linoleum (strip)** – Strip completely and wax, including corners.
   e. **Stone, marble, slate, granite, ceramic tile, travertine, terrazzo floors, stairs (sweep)** – Sweep surfaces.
   f. **Stone, marble, slate, granite, ceramic tile, travertine, terrazzo floors, stairs (damp mop)** – Use a dedicated mop and good-quality cleaner recommended for marble, slate, granite, ceramics and travertine. The floors shall be free of dust, dirt, cleaning material residue, streaks, mop strands, grease, and spills and thoroughly maintained to present an acceptable gloss. Protect all walls from splashing and wipe off any moisture or chemicals from all baseboards. Polish wood molding, if necessary, to prevent moisture damage.
   g. **Stone, marble, slate, granite, ceramic tile, travertine floors, stairs (strip, seal)** – Apply stripping solution. Machine scrub (conventional machine) and wet vacuum stripping. This shall be followed by an application of a neutralizer rinse, followed by a damp mopping with clear water. When floor is dry, apply finish or sealer. Protect all wall finishes and wipe down all baseboards to be free of moisture and residue. Polish, as needed.
   h. **Stone, marble, slate, granite, ceramic tile, travertine floors, stairs (refinishing) –** Refinish as follows: Use a conventional (buffer) machine with a 3M blue cleaning pad and a trigger spray bottle with clean water to buff. Let floor dry. Follow with a dust mopping and then a damp mopping. Let floor dry. Apply two (2) coats of floor finish. Be sure floor is thoroughly dry between

coats. Within twenty-four (24) hours of last application of finish, burnish with a high-speed buffing machine (1,100 rpm).

2. **Hardwood Floors and Carpeting**
   a. **Hardwood floors for gymnasiums, ballrooms, or dance floors (dust mopping)** – Use a dedicated dust mop on hardwood floors with "Super Hil-Tone Dust" mop treatment, manufactured by Hillard (or equivalent). The mop shall be treated per manufacturer's instructions.
   b. **Hardwood floor surfaces (wet mopping)** – Use a dedicated wet mop with Hillard Super Shine All Cleaner (or equivalent; specific products required for Senior Center bamboo wood flooring and floor machine.
      NOTE – DO NOT USE the same mop for damp mopping and for applying the finish.
   c. **Carpet and mats (vacuum traffic areas) –** These areas include main entries and all doors, elevator lobbies, elevators, areas where food is available, main corridors in buildings, and open landscaped areas. Vacuum traffic areas. Move all chairs, trashcans, and other easily removed items, and vacuum underneath. Hand wipe baseboards.
   d. **Carpet and mats (vacuum all areas, including edges and corners) –** Vacuum with an industrial-powered vacuum cleaner and inspect for spots. Remove spots, following the manufacturer's recommendations completely, with an approved industrial-grade spot remover that leaves no visible residue. Report to the Public Works Manager, or his/her designee, all tears, burns, unraveling or other damage. Move all chairs, trash cans and other easily removed items and vacuum underneath. Hand wipe baseboards.
   e. **Carpet spot cleaning and spot removal –** Perform, as necessary.
   f. **Graffiti (remove all marks and writing)** – Remove from all interior surfaces (doors and walls). If unable to remove graffiti, call Public Works at 925-833-6630 and leave a message. Leave caller's name, location of the building, floor and area where the graffiti is located.
   g. **Walls, doors, and molding (spot clean)** – On a regular basis, inspect all walls, doors, and moldings; and remove any and all fingerprints, smudges, dirt, or accumulations from these areas, as required.
   h. **Clean Back Porch of Kolb House**– Sweep and clean back porch and steps free from debris.

3. **Doors and Entrances**
   a. **Doors and entrances (clean and polish)** – Clean and polish interior and exterior surfaces to a height of 8', removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils, or accumulations from these areas. On a regular basis, inspect all doors and entrances; and clean doors and entrances across the entire width of the entrance front, as required.
   b. **Drinking Fountains** – Clean, disinfect, and polish.
   c. **Public Telephones (clean and disinfect)** – Clean and disinfect all public telephones and enclosure walls. Remove all graffiti from phones and surrounding area. If unable to remove graffiti, contact Public Works at 925-833-6630 and give location and phone number.

4. **Glass and Windows**
   a. **Glass and windows –** On a regular basis, inspect all glass and frames and remove any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils, or accumulations from these areas to a height of 8 feet, as required. When glass is part of an entrance area, clean across the entire width of the entrance front, if required. Clean picture glass and mirrors as needed to remove fingerprints, smudges, and any other dirt or material, to leave a clean appearance.

5. **Dusting**

a. **Dusting –** Remove all accumulated dust, dirt, debris, and cobwebs from all surfaces, corners, shelving crevices, office desks, bookcases, tables, partition tops, window ledges and baseboards. Use treated mops and cloths to help prevent the redistribution of same into the air. Desktops shall be dusted only if papers have been removed.
b. **Dusting (high dusting) –** Remove all accumulated dust, dirt, and debris from the surfaces, corners, crevices, light fixtures, partition tops, window ledges, door frames, jambs, and blinds. Use treated mops and cloths to help prevent the redistribution of same in the air. Blind slats shall be individually cleaned. Remove cobwebs inside rooms, corners, and ceilings. Clean HVAC vents and ceiling tiles.
c. **Wastebaskets –** Empty wastebaskets and replace liners. Empty recycling containers in individual offices and common areas. Material from recycling containers shall be kept separate from other trash and placed in appropriate bins. Remove all other boxes, cardboard, and containers which are designated as "trash" and place in the designated dumpster. Break down all cardboard boxes before discarding in dumpster. Large recycling bins inside facilities (for example, in the Civic Center mail room and lunchroom) may be emptied by others; contractor should verify with the Facility Manager for each facility where trash and recyclable material is to be taken.
d. **Wastebasket/trash containers (wash and disinfect) –** Clean and disinfect all wastebaskets and trash containers in all interior and exterior locations.
e. **Artificial Plants –** Clean to remove dust and other debris.

6. **Elevators**
   a. **Elevator (clean and polish) –** Remove all finger and handprints, grease, oils, smudges, or marks. Polish interior walls, ceilings, and doors inside and outside. Vacuum carpet and elevator door tracks. Spot clean carpet or flooring, as necessary, to remove stains and odors.

7. **Stairwells, Exterior and Interior**
   a. **Staircases, balustrades, and railings (dust and wipe) –** Dust and wipe all staircase areas, including all railings and areas around and underneath stairs. Vacuum carpeted areas, and spot clean carpet.
   b. **Stairwells –** Sweep, damp mop, and spot clean.

8. **Offices**
   a. **Wooden furniture (clean and polish) –** Clean and polish all wooden furniture with approved polish. Do not disturb any paperwork on desks, tables, and files.
   b. **Formica and metal desks (clean all) –** Clean all tables, stands, chairs, filing cabinets, locker tops and fronts. Do not disturb paperwork.
   c. **Wood fixtures (polish) –** Polish all wooden walls, doors, handrails, and all accents.
   d. **White boards and pen rails (clean) –** Wash and clean (only if boards are erased).
   e. **Fabric or carpeted wall coverings (dust and/or vacuum, spot clean) –** With a soft brush, dust all fabric and/or carpeted walls to maintain a neat and clean appearance. Vacuum all areas where a traffic pattern is evident. Spot clean areas per manufacturer's specifications for wall covering. Damp wipe vinyl. Cloth fabrics require chemical cleaner to remove spots.
   f. **Light switches (clean and disinfect) –** Use a damp cloth to remove all smudges, fingerprints, and dirt. Apply disinfectant.
   g. **Light fixtures (clean all) –** Dust all with treated cloth. Vacuum and damp wipe, if necessary, to remove all accumulated dust and dirt.
   h. **HVAC vents and diffusers (clean all) –** Vacuum and clean with disinfectant. Vacuum adjacent ceiling tiles and areas.

9. **Restrooms, Locker Rooms, Dressing Rooms, and Showers**
   a. **Restrooms (clean, disinfect, restock supplies) –** Clean and disinfect all urinals, toilets, partitions, and plumbing. Damp mop floors with disinfectant. Clean and polish chrome and stainless fixtures. Clean, disinfect, and deodorize interior and exterior of sanitary napkin depositories. Replace disposal bags and plastic trash liners. Clean mirrors to be streak-free. Install disinfectant in floor drains and deodorizers in urinals. Fill all dispensers (soap, toilet paper, seat covers, paper towels, sanitary supplies, and deodorizers). Inspect lighting for satisfactory operation. Report to the Public Works Manager or his/her designee, all lights that are not working properly.
   b. **Showers (clean, disinfect) –** Clean and disinfect all walls, floors and curtains. Entire area shall be free of soap scum, fungi, hair, urine deposits, and unpleasant odors. Floors and tiled areas shall be free of streaks and mildew.
   c. **Locker rooms or dressing rooms** - Install disinfectant in floor drains. Disinfect HVAC vents, and clean mirrors to be streak-free. Wax floors to maintain original appearance. Vacuum all carpet areas and remove all stains. Clean and disinfect lockers inside and outside, if unlocked. Do not disturb personal belongings.

10. **Kitchen or Coffee Bar Areas**
   a. **Kitchen/breakroom floors (degrease and disinfect) –** Mop all kitchen floors with disinfectant. Refinish, if necessary, to maintain original appearance.
   b. **Kitchen/breakroom/coffee bar sinks, counters, and appliances (wash and disinfect) –** Include all kitchen tabletops in area and generally clean up all stainless steel or laminate surfaces.
   c. **Cabinets, sinks, and appliances (degrease, disinfect, and polish) –** Specific to facilities with "working cooking kitchens." Includes refrigerators, stoves, stove hoods, ovens, griddles, dishwashers, microwaves, and all stainless steel.
   d. **Kitchen Vent Hoods Over Stoves –** Degrease, clean, and polish.
   e. **Kitchen Anti Fatigue Mats –** Degrease, disinfect, rinse, and dry.
   f. **Kitchen Floor Drains –** Degrease and clean the floor drains / catch basins in kitchen floor.

11. **Special Areas**
   a. **Bleachers (clean all surfaces) –** Clean all areas around and under bleachers. Damp mop bleacher seats.
   b. **Janitorial closets (clean and stock) –** Clean, organize, stock, and keep odor- free. If any chemicals are stored here, maintain a binder of all Material Safety Data Sheets (MSDS) and keep in each closet.
   c. **Exercise rooms –** Wipe down, clean, deodorize, and disinfect all exercise apparatus and mats. Remove and replace mats in same locations to ensure proper fit.
   d. **Personal computers and TV's –** Dust with anti-static cloth.
   e. **City refrigerators –** Clean as specified for individual facilities.
   f. **Window blinds –** Dust and damp wipe blinds with a treated cloth to prevent redistribution of dust into the air.
   g. **Vending machines –** Clean vending machine surfaces and sweep or dust mop under the machines.
   h. **Tile-Grout-** Clean tile and grout
   i. **Ceramic room-** Detailed cleaning of pottery equipment and workstations
   j. **Art room-** Detailed cleaning of arts and crafts equipment and workstations

SECTION 3 – GENERAL PROVISIONS

A. **Liquidated Damages**

When Contractor fails to perform, as specified, the services required in this agreement, the City will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, Contractor shall agree to the following liquidated damages:

1. If trained personnel do not report to provide the services required by this Agreement, the City will incur damages; and liquidated damages of One Hundred Fifty and no/100 Dollars ($150.00) per occurrence will be deducted from payments due the Contractor. Contractor will be notified of the assessment of liquidated damages by telephone or email within twenty-four (24) hours of failure to report.

2. If Contractor fails to perform under the terms of this Agreement, the City will incur damage. Contractor will be notified by telephone or email within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the City will incur damages; and liquidated damages of One Hundred Fifty and no/100 Dollars ($150.00) per occurrence will be deducted from payments due the Contractor.

3. Liquidated damages of One Hundred Fifty and no/100 Dollars ($150.00) per occurrence will continue to be deducted from payments due the Contractor until the performance failure is remedied.

B. **Subcontracting** - No portion of the services provided pursuant to this Agreement may be subcontracted or assigned without prior approval of the City of Dublin. Requests to subcontract all or any portion of services required by this Agreement shall be submitted to the City's Public Works Manager, or his/her designee, at least thirty (30) days in advance of the proposed effective date of the subcontract. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. Any subcontractor who will provide services inside the Police Facility shall have successfully passed a background check as described above prior to commencing work in that building. Contractor shall bear the expense of any subcontractor background checks.

C. **Labor Strike -** Contractor shall be responsible for its own labor relationships and shall negotiate and be responsible for resolving any and all disputes between itself and its employees or any union representing its employees. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying, will delay, or threatens to delay, the timely performance of services under this Agreement, Contractor shall immediately give written notice thereof to the City's Public Works Manager, or his/her designee. It shall be the Contractor's responsibility to provide continuous services, without interruption, to all buildings and facilities specified herein throughout the term of the Agreement. In the event of a labor strike, Contractor shall provide the means, at Contractor's cost, to provide continuous services in full compliance with Agreement requirements. Failure to do so will cause the City to take whatever action is necessary to provide the services. If, in doing so, City incurs costs in excess of those that would have been paid to the Contractor for the same services, these excessive costs shall be paid by the Contractor.

D. **Pricing** - All rates and/or prices included in this Agreement are firm and not subject to escalation, except on an annual basis according to the Consumer Price Index as provided in the Agreement. Contractor represents and warrants that all rates and/or prices are at least as low as those currently being quoted by Contractor to commercial or government users for the same work of similar scope under similar circumstances.

E. **Terms of Payment** - Payment shall be made within thirty (30) days from the date of receipt of invoice or acceptance of work, whichever occurs last. If City is entitled to a prompt payment discount, the period of computation shall commence on the date of receipt of invoice or acceptance of work by City, whichever occurs last. City shall endeavor to pay each invoice within thirty (30) days but shall not be responsible to Contractor for additional charges, interest or penalties due to failure to pay within that period.

F. **Warranty** - Contractor warrants that the work performed under this Agreement complies with all specifications and that workmanship is free from defects. If any portion of the work has not been completely described in this Agreement, it shall comply with nationally recognized codes and established industry standards. Contractor agrees that the aforementioned warranties shall be in addition to any warranties provided by law or offered by Contractor.

G. **Extra or Additional Work** - Contractor shall perform no extra or additional work or alter or deviate from the work specified in this Agreement unless agreed in writing by City in advance of performance of the work. Payment for extra or additional work shall be made on the basis of the hourly rate and, if applicable, minimum number of hours as set forth in Exhibit B.

H. **Force Majeure** - Neither party to the Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the Agreement.

ATTACHMENT 1
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Civic Center, City Hall, 100 Civic Plaza
Estimated Building Size: 31,800 SF
Cleaning Frequency: 5 days per week, Monday – Friday
Janitorial Cleaning Hours: 5:00 PM to 5:00 AM

Frequency	Task	See Section 2 "Required Services"
Daily	Vinyl, linoleum, terrazzo, or concrete floors - sweep and/or damp/wet mop all floors	1a, 1b
	Carpet and mats - vacuum traffic areas, staircases, and workspaces	2c
	Carpet spot cleaning and removal - (as necessary)	2e
	Graffiti - remove all marks and writing	2f
	Drinking fountains - clean, disinfect, and polish	3b
	Telephones (all phones) - clean and disinfect	3c
	Dusting - all tabletops, office desks, and filing cabinets, and other surfaces	5a
	Wastebaskets - empty and reline	5c
	Elevators - clean and polish	6a
	Restrooms - clean, disinfect, and restock supplies	9a
	Kitchen/breakroom floors - degrease and disinfect	10a
	Kitchen/breakroom/coffee bar sinks and counters - degrease and disinfect	10b
Weekly	Broom sweep receiving/file room concrete floor	1b
	Carpet and mats - vacuum all areas, including edges and corners	2d
	Walls, doors and molding - remove fingerprints, smudges and dirt	2g
	Doors and entrances - clean and polish, remove fingerprints and smudges	3a
	Clean stair handrails	7a
	Wash white boards and pen rails (if erased)	8d
	Cabinets, sinks and appliances - degrease, disinfect and polish	10c
Bi-Weekly	Clean tile grout	11h
Monthly	Vinyl and linoleum - clean and wax floors - traffic areas	1c
	Dusting - high dusting	5b
	Wooden furniture - clean and polish	8a
	Formica and metal desks - clean all	8b
	Wood fixtures - polish	8c
	Light switches - Clean and disinfect	8f
	Janitorial closets - clean, organize, stock, and keep odor-free	11b
	City refrigerators - clean	11e
	Monitors and TVs	11d

	Window blinds - wipe down and clean	11f
Quarterly	Vinyl and linoleum - strip completely and wax	1d
	Wastebasket/trash containers - wash and disinfect	5d
	Artificial plants – Clean to remove dust and other debris	5e
	Light fixtures - clean all	8g
	HVAC vents and diffusers - clean all	8h
	Vending machines – clean machines and sweep/dust mop underneath	11g
Semi-Annually	Stone, marble, slate, granite, ceramic tile, travertine floors, stairs - strip and seal	1g

ATTACHMENT 2
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Civic Center, Dublin Arts Center, 100 Civic Plaza
Estimated Building Size: 19,700 SF
Cleaning Frequency: City Offices Upstairs 5 days a week. Events Downstairs 7 days a week
Janitorial Cleaning Hours: 9PM to 5:00 AM

Frequency	Task	See Section 2 "Required Services"
Daily	Vinyl, linoleum, terrazzo, or concrete floors - sweep and/or damp/wet mop all floors	1a, 1b
	Carpet and mats - vacuum traffic areas, staircases, and workspaces	2c
	Carpet spot cleaning and removal - (as necessary)	2e
	Graffiti - remove all marks and writing	2f
	Drinking fountains - clean, disinfect, and polish	3b
	Telephones (all phones) - clean and disinfect	3c
	Glass and windows - building entrances, lobby areas, etc.	4a
	Dusting - all tabletops, office desks, and filing cabinets, and other surfaces	5a
	Wastebaskets - empty and reline	5c
	Elevators - clean and polish	6a
	Restrooms - clean, disinfect, and restock supplies	9a
	Showers and locker rooms - clean and disinfect	9b, 9c
	Kitchen/breakroom floors - degrease and disinfect	10a
	Kitchen/breakroom/coffee bar sinks and counters - degrease and disinfect	10b
Weekly	Carpet and mats - vacuum all areas, including edges and corners	2d
	Walls, doors, and molding - remove fingerprints, smudges, and dirt	2g
	Doors and entrances - clean and polish, remove fingerprints and smudges	3a
	Clean stair handrails	7a
	Wash white boards and pen rails (if erased)	8d
	Cabinets, sinks and appliances - degrease, disinfect and polish	10c
	Exercise rooms - clean and deodorize	11c
	Detailed cleaning of pottery equipment and workstations	11i
	Detailed cleaning of arts and crafts equipment and workstations	11j
Monthly	Vinyl and linoleum - clean and wax floors - traffic areas	1c
	Dusting - high dusting	5b
	Wooden furniture - clean and polish	8a
	Formica and metal desks - clean all	8b
	Wood fixtures - polish	8c
	Fabric or carpeted wall coverings - dust and/or vacuum, spot clean	8e

	Light switches - Clean and disinfect	8f
	Janitorial closets - clean, organize, stock, and keep odor-free	11b
	Window blinds - wipe down and clean	11f
	Monitors and TVs	11d
	City refrigerators - clean	11e
Quarterly	Vinyl and linoleum - strip completely and wax	1d
	Stone, marble, slate, granite, ceramic tile, travertine floors, stairs - strip and seal	1g
	Wastebasket/trash containers - wash and disinfect	5d
	Light fixtures - clean all	8g
	HVAC vents and diffusers - clean all	8h

ATTACHMENT 3
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Library, 200 Civic Plaza
Estimated Building Size: 38,215 SF (entire Library)
Cleaning Frequency: 6 days per week, Monday – Sunday (except Fridays)
Janitorial Cleaning Hours: 11:00 PM to 5:00 AM

Frequency	Task	See Section 2 "Required Services"
Daily	Vinyl, linoleum, terrazzo, or concrete floors - sweep	1a
	Stone, marble, slate, granite, ceramic tile, travertine, terrazzo floors, stairs - sweep	1e
	Carpet and mats - vacuum traffic areas, staircases, and workspaces	2c
	Carpet spot cleaning and removal - (as necessary)	2e
	Graffiti - remove all marks and writing	2f
	Drinking fountains - clean, disinfect, and polish	3b
	Telephones (all phones) - clean and disinfect	3c
	Dusting - all tabletops, office desks, and filing cabinets, and other surfaces	5a
	Wastebaskets - empty and reline	5c
	Restrooms - clean, disinfect, and restock supplies	9a
	Kitchen/breakroom/coffee bar sinks and counters - degrease and disinfect	10b
Weekly	Vinyl, linoleum, terrazzo, or concrete floors - damp/wet mop	1b
	Stone, marble, slate, granite, ceramic tile, travertine, terrazzo floors, stairs - damp/wet mop	1f
	Carpet and mats - vacuum all areas, including edges and corners	2d
	Walls, doors, and molding - remove fingerprints, smudges, and dirt	2g
	Doors and entrances - clean and polish, remove fingerprints and smudges	3a
	Glass and windows - building entrances, lobby areas, etc.	4a
	Wash white boards and pen rails (if erased)	8d
	Cabinets, sinks and appliances - degrease, disinfect and polish	10c
Monthly	Dusting - high dusting	5b
	Wooden furniture - clean and polish	8a
	Formica and metal desks - clean all	8b
	Wood fixtures - polish	8c
	Light switches - Clean and disinfect	8f
	Janitorial closets - clean, organize, stock, and keep odor-free	11b
Quarterly	Vinyl and linoleum - clean and wax floors - traffic areas	1c
	Stone, marble, slate, granite, ceramic tile, travertine floors, stairs - strip and seal	1g
	Wastebasket/trash containers - wash and disinfect	5d

	Light fixtures - clean all	8g
	HVAC vents and diffusers - clean all	8h
	Personal computers - clean with anti-static cleaner	11d
	Window blinds - wipe down and clean	11f
Semi-Annually	Vinyl and linoleum - strip completely and wax	1d
	City refrigerator in office area - clean and disinfect.	11e
Annually	Stone, marble, slate, granite and ceramic tile, travertine floors, stairs - refinish	1h

ATTACHMENT 4
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Senior Center, 7600 Amador Valley Boulevard
Estimated Building Size: 15,500 SF
Cleaning Frequency: 5 days per week, Monday – Friday and Saturday until 12PM
Janitorial Cleaning Hours: 10:30 PM to 5:00 AM; Weekends as needed following special events

Frequency	Task	See Section 2 "Required Services"
Daily	Vinyl, linoleum, terrazzo, or concrete floors - sweep and/or damp/wet mop all floors	1a, 1b
	Stone, marble, slate, granite, ceramic tile, travertine, terrazzo floors, stairs - sweep	1e
	Hardwood floor in ballroom - sweep and dust mop on Tue/Thu	2a
	Hardwood floor in ballroom - damp/wet mop on Mon/Wed/Fri	2b
	Carpet and mats - vacuum traffic areas, staircases, and workspaces	2c
	Carpet spot cleaning and removal - (as necessary)	2e
	Graffiti - remove all marks and writing	2f
	Drinking fountains - clean, disinfect, and polish	3b
	Telephones (all phones) - clean and disinfect	3c
	Dusting - all tabletops, office desks, and filing cabinets, and other surfaces	5a
	Wastebaskets - empty and reline	5c
	Restrooms - clean, disinfect, and restock supplies	9a
	Kitchen/breakroom floors - degrease and disinfect	10a
	Kitchen/breakroom/coffee bar sinks and counters - degrease and disinfect	10b
Weekly	Vinyl, linoleum, terrazzo, or concrete floors - damp/wet mop	1b
	Stone, marble, slate, granite, ceramic tile, travertine, terrazzo floors, stairs - damp/wet mop	1f
	Carpet and mats - vacuum all areas, including edges and corners	2d
	Walls, doors, and molding - remove fingerprints, smudges, and dirt	2g
	Doors and entrances - clean and polish, remove fingerprints and smudges	3a
	Glass and windows - building entrances, lobby areas, etc.	4a
	Wash white boards and pen rails (if erased)	8d
	Cabinets, sinks and appliances - degrease, disinfect and polish	10c
	Kitchen anti-fatigue mats - degrease and disinfect on Fridays	10e
	Kitchen floor drains - degrease and clean on Fridays	10f
Monthly	Dusting - high dusting	5b
	Wooden furniture - clean and polish	8a
	Formica and metal desks - clean all	8b
	Wood fixtures - polish	8c

	Light switches - Clean and disinfect	8f
	Janitorial closets - clean, organize, stock, and keep odor-free	11b
	Kitchen vent hoods over stoves - degrease, clean and polish	10d
Quarterly	Vinyl and linoleum - strip completely and wax	1d
	Stone, marble, slate, granite, ceramic tile, travertine floors, stairs - strip and seal	1g
	Wastebasket/trash containers - wash and disinfect	5d
	Artificial plants – Clean to remove dust and other debris	5e
	Light fixtures - clean all	8g
	HVAC vents and diffusers - clean all	8h
	Personal computers - clean with anti-static cleaner	11d
	Window blinds - dust and damp wipe	11f
Semi-Annually	Vinyl and linoleum - strip completely and wax	1d
	City refrigerator in office area - clean and disinfect.	11e
Annually	Stone, marble, slate, granite and ceramic tile, travertine floors, stairs - refinish	1h

ATTACHMENT 5
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Wave Aquatic Center
Estimated Building Size: 30,000 SF
Cleaning Frequency: 7-days per week
Janitorial Cleaning Hours: 9:00 PM to 5:00 AM

Frequency	Task	See Section 2 "Required Services"
Daily	Vinyl, linoleum, terrazzo, or concrete floors - sweep and/or damp/wet mop all floors	1a, 1b
	Tile hallway area - scrub machine* and disinfect	1f
	Carpet and mats - vacuum traffic areas, staircases, and workspaces	2c
	Graffiti - remove all marks and writing	2f
	Drinking fountains - clean, disinfect, and polish	3b
	Telephones (all phones) - clean and disinfect	3c
	Dusting - all tabletops, office desks, and filing cabinets, and other surfaces	5a
	Wastebaskets - empty and reline	5c
	Restrooms - clean, disinfect, and restock supplies	9a
	Showers - clean, scrub machine*, clear drain strainers and disinfect	9b
	Locker rooms and dressing rooms - clean, scrub machine*, disinfect	9c
Weekly	Stone, marble, ceramic and slate floors - thoroughly scrub using machine	1f
	Walls, doors, and molding - remove fingerprints, smudges, and dirt	2g
	Doors and entrances - clean and polish, remove fingerprints and smudges	3a
	Glass and windows - building entrances, lobby areas, etc.	4a
	Restroom stall dividers - clean and disinfect	9a
	Kitchen/breakroom/coffee bar sinks and counters - degrease and disinfect	10b
	Cabinets, sinks and appliances - degrease, disinfect and polish	10c
Monthly	Dusting - high dusting	5b
	Wooden furniture - clean and polish	8a
	Formica and metal desks - clean all	8b
	Wood fixtures - polish	8c
	Light switches - Clean and disinfect	8f
	Showers - deep clean shower stalls	9b
	Janitorial closets - clean, organize, stock, and keep odor-free	11b
	City refrigerators - clean	11e
Tri annually	Wastebasket/trash containers - wash and disinfect	5d
	Light fixtures - clean all	8g

	Bleachers-clean all surfaces	11a
	Personal computers - clean with anti-static cleaner	11d
	Window blinds - dust and damp wipe	11f

PEAK SEASON is from Memorial Day through Labor Day, where more attention to all areas is required.

**** Use scrubber machine(s) provided by City of Dublin. Contractor is expected to maintain and clean the machines after every use for cleaning floors.***

ATTACHMENT 6
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Heritage Center, 6600 Donlon Way
Estimated Building Size: School House – 2,900 SF, Church – 1,550 SF
Cleaning Frequency: School House – 3 days per week (Wed/Fri/Sun); Church – 1 day per week (Wed)
Janitorial Cleaning Hours: 9:00 PM to 5:00 AM

Frequency	Task	See Section 2 "Required Services"
Daily	Vinyl, linoleum, terrazzo, or concrete floors - sweep and/or damp/wet mop all floors	1a, 1b
	Hardwood floors - sweep and dust mop	2a
	Carpet and mats - vacuum traffic areas, staircases, and workspaces	2c
	Carpet spot cleaning and removal - (as necessary)	2e
	Graffiti - remove all marks and writing	2f
	Dusting - all tabletops, office desks, and filing cabinets, and other surfaces	5a
	Wastebaskets - empty and reline	5c
	Restrooms - clean, disinfect, and restock supplies	9a
Weekly	Vinyl, linoleum, terrazzo, or concrete floors - damp/wet mop	1b
	Hardwood floors - damp/wet mop	2b
	Carpet and mats - vacuum all areas, including edges and corners	2d
	Walls, doors, and molding - remove fingerprints, smudges, and dirt	2g
	Doors and entrances – clean and polish, remove fingerprints and smudges	3a
	Glass and windows – building entrances, lobby areas, etc.	4a
Monthly	Dusting – high dusting	5b
	Formica and metal desks – clean all	8b
	Light switches – Clean and disinfect	8f
	Janitorial closets – clean, organize, stock and keep odor-free	11b
Quarterly	Vinyl and linoleum – strip completely and wax	1d
	Wastebasket/trash containers – wash and disinfect	5d
	Light fixtures – clean all	8g
	HVAC vents and diffusers – clean all	8h
	Personal computers – clean with anti-static cleaner	11d
	Window blinds – dust and damp wipe	11f
Semi-Annually	Vinyl and linoleum – strip completely and wax	1d

Note: Due to nature and historical value of the Heritage Center, Contractor must receive approval from Museum Director for all cleaning products prior to use.

ATTACHMENT 7

City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Heritage Park and Museum, 11285 Dublin Boulevard
Estimated Building Size: See below
Cleaning Frequency: 5 days per week, Monday – Friday
Janitorial Cleaning Hours: 5:00 PM to 12:00 AM

Sunday School Barn: 1327 SF

Frequency	Task	See Section 2 "Required Services"
Daily	Hardwood floors – sweep and dust mop	2a
	Wastebaskets – empty and reline	5c
Weekly	Walls, doors, and molding – remove fingerprints, smudges, and dirt	2g
	Doors and entrances – clean and polish, remove fingerprints and smudges	3a
	Glass and windows – building entrances, lobby areas, etc.	4a
	Dusting – all tabletops, office desks, and filing cabinets, and other surfaces	5a
Monthly	Vinyl and linoleum – strip completely and wax	1d
	Dusting – high dusting	5b
	Light switches – Clean and disinfect	8f
	Janitorial closets – clean, organize, stock, and keep odor-free	11b
	Light fixtures – clean all	8g
Quarterly	HVAC vents and diffusers – clean all	8h

Restrooms: 289 sq. ft.

Frequency	Task	See Section 2 "Required Services"
Daily	Vinyl, linoleum, terrazzo, or concrete floors – sweep and/or damp/wet mop all floors	1a, 1b
	Doors and entrances – clean and polish, remove fingerprints and smudges	3a
	Wastebaskets – empty and reline	5c
	Restrooms – clean, disinfect, and restock supplies	9a
Weekly	Walls, doors, and molding – remove fingerprints, smudges, and dirt	2g
	Glass and windows – building entrances, lobby areas, etc.	4a
	Dusting – all tabletops, office desks, and filing cabinets, and other surfaces	5a
Monthly	Dusting – high dusting	5b
	Wastebasket/trash containers – wash and disinfect	5d
	Light switches – Clean and disinfect	8f
	Janitorial closets – clean, organize, stock, and keep odor-free	11b

Quarterly	Light fixtures – clean all	8g
	HVAC vents and diffusers – clean all	8h

Ceramics/Art Studio: 330 sq. ft.

Frequency	Task	See Section 2 "Required Services"
Daily	Vinyl, linoleum, terrazzo, or concrete floors – sweep and/or damp/wet mop all floors	1a, 1b
	Dusting – all tabletops, office desks, and filing cabinets, and other surfaces	5a
	Wastebaskets – empty and reline	5c
Weekly	Walls, doors, and molding – remove fingerprints, smudges, and dirt	2g
	Glass and windows – building entrances, lobby areas, etc.	4a
	Doors and entrances – clean and polish, remove fingerprints and smudges	3a
Monthly	Light switches – Clean and disinfect	8f
Quarterly	Light fixtures – clean all	8g
	Wastebasket/trash containers – wash and disinfect	5d
	HVAC vents and diffusers – clean all	8h

Kolb House: 2304 sq. ft.

Frequency	Task	See Section 2 "Required Services"
Weekly	Vinyl, linoleum, terrazzo, or concrete floors – sweep and/or damp/wet mop all floors	1a, 1b
	Back Porch – sweep and clean	2h
	Carpet and mats – vacuum all areas, including edges and corners	2d
	Carpet spot cleaning and removal – (as necessary)	2e
	Walls, doors, and molding – remove fingerprints, smudges, and dirt	2g
	Doors and entrances – clean and polish, remove fingerprints and smudges	3a
	Glass and windows – building entrances, lobby areas, etc.	4a
	Dusting – windowsills and furniture	5a
	Wastebaskets – empty and reline	5c
	Restrooms – clean, disinfect, and restock supplies	9a
	Kitchen/breakroom/coffee bar sinks and counters – disinfect with light solution	10b
Monthly	Dusting – high dusting	5b
	Light switches – Clean and disinfect	8f
	Janitorial closets – clean, organize, stock, and keep odor-free	11b
	Wastebasket/trash containers – wash and disinfect	5d

Quarterly	Light fixtures – clean all	8g
	HVAC vents and diffusers – clean all	8h

Note: Due to nature and historical value of the Heritage Center, Contractor must receive approval from Museum Director for all cleaning products prior to use.

ATTACHMENT 8
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Shannon Community Center, 11600 Shannon Avenue
Estimated Building Size: 18,250 SF
Cleaning Frequency: City staff area 5 days a week/ Event Areas 7 days a week
Janitorial Cleaning Hours: 10:00 PM to 5:00 AM; Weekends as needed following special events.

Frequency	Task	See Section 2 "Required Services"
Daily	Hardwood floor – sweep and/or dust mop	2a
	Carpet and mats – vacuum traffic areas, staircases, and workspaces	2c
	Carpet spot cleaning and removal – (as necessary)	2e
	Graffiti – remove all marks and writing	2f
	Drinking fountains – clean, disinfect, and polish	3b
	Telephones (all phones) – clean and disinfect	3c
	Dusting – all tabletops, office desks, and filing cabinets, and other surfaces	5a
	Wastebaskets – empty and reline	5c
	Restrooms – clean, disinfect, and restock supplies	9a
	Kitchen/breakroom floors – degrease and disinfect	10a
	Kitchen/breakroom/coffee bar sinks and counters – degrease and disinfect	10b
Weekly	Vinyl, linoleum, terrazzo, or concrete floors – damp/wet mop	1b
	Walls, doors, and molding – remove fingerprints, smudges, and dirt	2g
	Doors and entrances – clean and polish, remove fingerprints and smudges	3a
	Glass and windows – building entrances, lobby areas, etc.	4a
	Wash white boards and pen rails (if erased)	8d
	Cabinets, sinks and appliances – degrease, disinfect and polish	10c
	Kitchen anti-fatigue mats – degrease and disinfect on Fridays	10e
	Kitchen floor drains – degrease and clean on Fridays	10f
Monthly	Dusting – high dusting	5b
	Wooden furniture – clean and polish	8a
	Wood fixtures – polish	8c
	Light switches – Clean and disinfect	8f
	Janitorial closets – clean, organize, stock, and keep odor-free	11b
	Kitchen vent hoods over stoves – degrease, clean and polish	10d
Quarterly	Vinyl and linoleum – strip completely and wax	1d
	HVAC vents and diffusers – clean all	8h
Annually	Stone, marble, slate, granite and ceramic tile, travertine floors, stairs – refinish	1h

ATTACHMENT 9
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Corporation Yard, 5709 Scarlett Court
Estimated Building Size: 3,500 SF (office space only)
Cleaning Frequency: 5 days per week Monday-Friday
Janitorial Cleaning Hours: 5:00 PM to 5:00 AM

Frequency	Task	See Section 2 "Required Services"
Daily	Vinyl, linoleum, terrazzo, or concrete floors – sweep	1a
	Carpet and mats – vacuum traffic areas, staircases, and workspaces	2c
	Carpet spot cleaning and removal – (as necessary)	2e
	Graffiti – remove all marks and writing	2f
	Telephones (all phones) – clean and disinfect	3c
	Drinking fountains – clean, disinfect, and polish	3b
	Dusting – all tabletops, office desks, and filing cabinets, and other surfaces	5a
	Wastebaskets – empty and reline	5c
	Restrooms – clean, disinfect, and restock supplies	9a
Weekly	Vinyl, linoleum, terrazzo, or concrete floors – damp/wet mop floors	1b
	Carpet and mats – vacuum all areas, including edges and corners	2d
	Walls, doors, and molding – remove fingerprints, smudges, and dirt	2g
	Doors and entrances – clean and polish, remove fingerprints and smudges	3a
	Glass and windows – building entrances, lobby areas, etc.	4a
	Wash white boards and pen rails (if erased)	8d
	Cabinets, sinks and appliances – degrease, disinfect and polish	10c
	Kitchen/breakroom floors – degrease and disinfect	10a
	Kitchen/breakroom/coffee bar sinks and counters – degrease and disinfect	10b
Monthly	Dusting – high dusting	5b
	Wooden furniture – clean and polish	8a
	Formica and metal desks – clean all	8b
	Wood fixtures – polish	8c
	Fabric or carpeted wall coverings – dust and/or vacuum, spot clean	8e
	Light switches – Clean and disinfect	8f
	Janitorial closets – clean, organize, stock, and keep odor-free	11b
	City refrigerators – clean	11e
Quarterly	Vinyl and linoleum – strip completely and wax	1d
	Wastebasket/trash containers – wash and disinfect	5d

	Light fixtures – clean all	8g
	HVAC vents and diffusers – clean all	8h
	Personal computers – clean with anti-static cleaner	11d

ATTACHMENT 10
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Public Safety Complex, 6363 Clark Avenue
Estimated Building Size: 3,500 SF
Cleaning Frequency: 6 days per week, Monday – Saturday
Janitorial Cleaning Hours: 4:30 PM to 8:30 PM

Frequency	Task	See Section 2 "Required Services"
Daily	Vinyl, linoleum, terrazzo, or concrete floors – sweep and/or damp/wet mop all floors	1a, 1b
	Carpet and mats – vacuum traffic areas, staircases, and workspaces	2c
	Carpet spot cleaning and removal – (as necessary)	2e
	Graffiti – remove all marks and writing	2f
	Telephones (all phones) – clean and disinfect	3c
	Dusting – all tabletops, office desks, and filing cabinets, and other surfaces	5a
	Glass and windows – building entrances, lobby areas, etc.	4a
	Wastebaskets – empty and reline	5c
	Restrooms – clean, disinfect, and restock supplies	9a
	Showers and locker rooms – clean and disinfect	9b, 9c
	Kitchen/breakroom floors – degrease and disinfect	10a
	Kitchen/breakroom/coffee bar sinks and counters – degrease and disinfect	10b
Weekly	Carpet and mats – vacuum all areas, including edges and corners	2d
	Walls, doors, and molding – remove fingerprints, smudges, and dirt	2g
	Doors and entrances – clean and polish, remove fingerprints and smudges	3a
	Wash white boards and pen rails (if erased)	8d
	Cabinets, sinks and appliances – degrease, disinfect and polish	10c
	Exercise room – clean and deodorize	11c
Monthly	Dusting – high dusting	5b
	Formica and metal desks – clean all	8b
	Fabric or carpeted wall coverings – dust and/or vacuum, spot clean	8e
	Light switches – Clean and disinfect	8f
	Janitorial closets – clean, organize, stock, and keep odor-free	11b
	Window blinds - wipe down and clean	11f
	City refrigerators - clean	11f
Quarterly	Vinyl and linoleum - strip completely and wax	1d
	Wastebasket/trash containers - wash and disinfect	5d

	Light fixtures - clean all	8g
	HVAC vents and diffusers - clean all	8h
	Personal computers - clean with anti-static cleaner	11d

ATTACHMENT 11
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Camp Parks Reserve Force Training Area
Estimated Building Size: Total approx. 220,000 sf (List of buildings provided below)
Cleaning Frequency: 6 days per week, Monday - Saturday

Appendix C to Dublin/Parks IGSA: Custodial Services Performance Work Statement (PWS) and Technical Exhibits

4.0 Technical Exhibits
4.1 Task and Frequency of Custodial Services

TASK AND FREQUENCY ROOM CHART – TECHNICAL EXHIBIT 1

Routine Cleaning for all areas listed (choose if applicable based on floor type):	
Spot Clean Floors/Carpets	AR
Carpeted Floors - Removable (Area and Throw Rugs)	1W
Buffing/Spray Buffing	4Y
Stripping and Wax After Stripping	1Y
Damp Mop	1W
Sweep/Dust Mop Floors	1W
Vacuum Carpeted Floors	1W
Drinking Fountains and Sinks	2.5W
Sweep Stairways/Elevators/Handicap Lifts	1W
Remove Trash and Recyclables	1W
Low Dusting	2Y
High Dusting	1Y
Clean and Supply Restrooms/Toilet Areas/Locker Rooms	2.5W
Clean Doors	1W

Building#	Description (Room Type)	Estimated. SQ FT	Flooring Type
282	Admin	700	CONCNCT
285	Admin	530	CONC
300	Admin	11,284	CPTNCT
301	Comm/Area	3,000	VCT
302	Comm/Area	3,000	VCT
303	Gymnasium	11,284	CPTNCT
304	Offices/Classroom	11,284	CPTNCT
306	Comm/Area	4,000	VCT
310	Comm/Area	4,000	VCT
311	Offices	2,670	VCT
312	Admin Gen Purp	12,600	VCT/CPT
323	Classrooms / Common Area	11,284	CNL/CPT
331	Admin	2,500	VCT/CPT
340	Admin/classroom	41,508	VCT/CPT
342	Comm/Area	57,000	CONC
350	Admin/Classroom/DES	14,260	VCT/CPT
360	Comm/Area	3,000	VCT
361	Comm/Area	3,000	VCT
362	Comm/Area	3,000	VCT
363	Comm/Area	3,000	VCT
364	Comm/Area	3,000	VCT
370	Admin/Classroom	39,632	VCT/CPT
373	**TEMF**	33,024	CONCNCT
390	Comm/Area	3,000	VCT
391	Comm/Area	3,000	VCT
392	Comm/Area	3,000	VCT
393	Comm/Area	3,000	VCT
394	Comm/Area	3,000	VCT
398	Laundry	2,400	CONC
490	AMSA	13,600	CONC
494	Office/warehouse)	10,000	CPT

501	Chapel	7,200	CPT/HDWD
510	Admin/Gen Purp 62,000	62,000	CONC
514	Admin/Classroom	4,050	CONC/CPT
516	Admin/Storage	3,350	CONC
517	Admin/Classroom	41,902	VCT/CPT
520	Comm/Area/Sleep Area	12,000	VCT/CPT

EXHIBIT B

COMPENSATION SCHEDULE

JANITORIAL SUPPLIES
REIMBURSABLE EXPENSES - ALL FACILITIES

Estimated Quantity	Product/Description	Quantity Per Case	Case Price
185 cs	Green-Small Core 2-ply Toilet Paper	36/1000	$47.75
325 cs	Multifold Towels, bleached	16/250	$21.76
60 cs	40" x 48" or 40" x 46" Trash Liners, 1.8 mil or better	125	$36.50
70 cs	33” x 39” Trash Liners, 1.8 mil or better	150	$38.03
50 cs	24” x 23” Trash Liners (wastebasket liners) 0.4 mil or better	500	$22.73
30 cs	40” X 46” Clear Trash Liners 1.7 mil or better	150	$36.26
30 cs	33” x39” Clear Trash Liners 1.2 mil or better	250	$39.67
30 cs	24” x 23” Clear Trash Liners .35 mil or better	500	$24.50
40 cs	Toilet Seat Protectors	5000	$37.82
100 cs	Foam Hand Soap (based on 6 gal./case)	2/1200 ml	$58.35
10 cs	Sanitary Napkin Receptacle Liners Approx. 7½” x 3-3/4” x 10 ½”	500	$16.53
150cs	Kleenex hard roll towels White	6/600	$71.88

Please note, reimbursable expenses are built into rates as identified below.

JANITORIAL SERVICES

City Facilities	FY24/25 Monthly Rate	FY24/25 Annual Cost
City Hall, Civic Center, 100 Civic Plaza, including parking lot portable building **5-days per week service, Monday-Friday**	$4,461.87	$53,542.44
Dublin Arts Center, Civic Center, 100 Civic Plaza **City staff (upstairs) 5 days a week Events area (downstairs) 7 days a week**	$5,983.72	$71,804.64
Library, 200 Civic Plaza (Community Room, Lobby, Main Restrooms, Staff Offices), **6-days per week service, Monday-Sunday, except Friday**	$4,646.28	$55,755.36
Shannon Community Center, 11600 Shannon Avenue **City Staff area 5 days a week Events area 7 days a week**	$2,348.27	$28,179.24
Senior Center, 7600 Amador Valley Blvd., **5-days per week service, Monday-Friday**	$2,128.35	$25,540.20
Heritage Center, 6600 Donlon Way (Murray Schoolhouse and St. Raymond's Church) **3-days per week service (Murray Schoolhouse)** **1-day per week service (St. Raymond's Church)**	$619.57	$7434.84
Dublin Heritage Park and Museum, 11285 Dublin Blvd. **5-days per week service, Monday-Friday**	$619.57	$7,434.84
The Wave Aquatic Center, 4201 Central Pkwy **7-days per week service**	$5,608.00	$67,296.00
Corporation Yard, 5709 Scarlett Court **5-days per week service, Monday-Friday**	$1,200.00	$14,400.00
Public Safety Complex (Police Services), 6361 Clark Ave. **6-days per week service, Monday-Saturday**	$3,059.63	$36,715.56
	TOTAL ANNUAL COST:	$368,103.12

Extra Services	Monthly Rate	Annual Cost
Daily Cleaning and disinfecting of high-touch areas at various City Facilities **5-days per week service, Monday-Friday**	X	X
Electrostatic Cleaning at various City Facilities **Monthly**	X	X
Rental and Extra Services (Est.) Rate for scheduled extra work at $23.50 per hour for a minimum of 6 hours for special events	$6,510.81	$78,129.76
	TOTAL ANNUAL COST:	$78,129.76

Camp Parks Reserve Forces Training Area	Monthly Rate	Annual Cost
Office and training areas (Approximately 125,000 sf)	$25,469.00	$305,628.00
Janitorial Supplies	$7,209	$86,508.00
	TOTAL ANNUAL COST:	$392,136.00

CONTRACT COMPENSATION TOTALS

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
City Facilities Services	$271,233.00	$279,370.00	$287,751.00	$368,103.12	$379,146.21	$1,585,603.33
Camp Parks RFTA Services and Supplies	$330,887.00	$340,813.61	$351,038.02	$392,136.00	$403,900.08	$1,818,744.71
Extra Services (Est.)	$25,000.00	$25,000.00	$25,000.00	X	X	$75,000.00
COVID Janitorial Supplies	$95,616.00	$98,484.48	$101,439.01	X	X	$295,539.49
Rental and Extra Services (Est.)	X	X	X	$78,129.89	$80,473.65	$158,603.54
Janitorial Supplies for City facilities (Est.)	$53,817.50	$55,432.03	$57,094.99	$67,681.89	$69,712.35	$303,738.76
Contingency*	X	X	X	$32,000.00	$32,960.00	$64,960.00
Totals	$776,553.50	$799,100.12	$822,323.02	$938,050.90	$966,192.29	$4,302,219.83

*Any additional service utilizing contingency fund requires prior authorization from the Public Works Manager or his/her designee.

Contractor shall notify City of any proposed increases to costs no later than 60 days prior to a new Fiscal Year (July 1 – June 30). Any changes to costs shall be approved in writing by the Public Works Manager or his/her designee. Any such annual increase shall be calculated based on the Consumer Price Index for All Urban Consumers (CPI-U) and shall not exceed 3%.

Invoices shall be submitted electronically to: pwinvoices@dublin.ca.gov no more than once monthly and as work is completed.

CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
TRI-VALLEY JANITORIAL SERVICE & SUPPLY, INC.

THIS AGREEMENT for contract services is made by and between the City of Dublin ("City") and **Tri-Valley Janitorial Service & Supply, Inc.** ("Contractor") (together sometimes referred to as the "Parties") as of **July 1, 2021** (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**, the date of completion specified in Exhibit A, 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.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed TWO MILLION THREE HUNDRED NINETY-SEVEN THOUSAND NINE HUNDRED SEVENTY-SEVEN ($2,397,977.00), 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.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- The dates of service provided at each facility;
- Location of each service;
- Daily logs of total hours worked by each individual performing work under this Agreement
  - Hours must be logged in increments of tenths of an hour or quarter hour
  - If this Agreement covers multiple projects, all hours must also be logged by project assignment
  - A brief description of the work

- The Contractor's signature;

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Reserved.**

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 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reserved.**

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 Public Works Maintenance Superintendent.

2.10 **Reserved.**

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 Public Works Maintenance Superintendent.

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 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 Public Works Maintenance Superintendent 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 Public Works Maintenance Superintendent, 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 Public Works Maintenance Superintendent. 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 Public Works Maintenance Superintendent.

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:

Tri-Valley Janitorial Service and Supply Inc
Amy Giamona
313 Earhart Way
Livermore, CA 94551

Any written notice to City shall be sent to:

City of Dublin
Att:_Dean McDonald, Public Works Maintenance Superintendent
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses
Exhibit C	Conflict of Interest Statement

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

DocuSigned by:

Linda Smith

E33833CFFC044E0...

Linda Smith, City Manager

Attest:

DocuSigned by:

Marsha Moore

9BB70818DC2F40A...

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:

Jordyn Bishop for

5ED7538973DC484...

City Attorney

TRI-VALLEY JANITORIAL SERVICE & SUPPLY, INC.

Amy Giamona, President

3070365.1

EXHIBIT A

SCOPE OF SERVICES

SECTION 1 – GENERAL SERVICE PROVISIONS

A. **Work Schedule** - Janitorial services shall be provided up to seven (7) days per week at the time specified for each location. General cleaning shall be performed between the hours of 5:00 PM and 5:00 AM. The available time schedules for individual facilities are set forth in Attachments 1 through 10 of this Exhibit A. The City reserves the right, with one (1) week's advance notice, to change schedules. Contractor shall provide twenty-four (24) hour emergency response, if requested, and shall respond to City within four (4) hours of request for emergency services. Contractor shall provide a specific monthly schedule of all monthly, quarterly and semiannual services by building, giving specific dates. The schedule for the first two (2) months shall be provided at least five (5) days prior to the first day of the Agreement term as set forth in Section 1.1. The schedule for the third month, and all subsequent months, shall be provided with each monthly invoice, and the invoices will not be paid if not accompanied by a cleaning schedule.

Such monthly, quarterly and annual cleaning services shall be provided on the day stated on the monthly cleaning schedule; and if such work requires more than one (1) day to conclude, Contractor must complete the work on successive days. Contractor may request a change to this cleaning schedule with seven (7) days' advance notice.

B. **Holidays** - The following twelve (12) days are City holidays on which Contractor may need to provide service. All City facilities are dynamic due to their programmed use; and some locations will require service on holidays, as provided below.

New Year's Day	Veterans Day
Martin Luther King, Jr.'s Birthday	Thanksgiving
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Buildings that may require service during holidays are listed below. The Public Works Maintenance Superintendent will provide a schedule of which buildings will require holiday service thirty (30) days prior to each holiday.

- Public Safety Complex (Operates 24 hours/7 days per week)
- Public Library (Possible holiday services)
- Senior Center (Possible holiday services)
- Shannon Community Center (Possible holiday services)
- Dublin Heritage Center
- Wave Aquatic Center

- Dublin Heritage Park and Museum
- Corporation Yard

C. Supplies and Equipment

1. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, vacuum cleaners, etc. The Public Works Maintenance Superintendent, or his/her designee, must approve all supplies and/or equipment prior to their use under this Agreement. Any non-complying equipment or supplies shall be changed out immediately at the request of the Public Works Maintenance Superintendent or his/her designee. Janitorial closets located in City facilities may be used by Contractor and shall be kept clean and free of debris and odor at all times. All supplies and equipment stored in any City janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to City staff, the public, or Contractor's employees. Contractor's on-site supervisor shall maintain an equipment inventory, and a copy shall be given to the Public Works Maintenance Superintendent or designee, upon request. Unless otherwise agreed by the City in writing, cleaning products shall meet the Green Seal-37 Standards. Further information regarding environmental or Green Seal products can be found at http://www.greenseal.org/findaproduct/index.cfm.

2. Contractor shall provide the following products for use at City locations: toilet paper; paper towels; toilet seat covers; trash can liners; liquid hand soap; and feminine sanitary supplies. City shall also provide at its expense all utilities, including lights, power and water. Contractor shall stock and refill all restroom dispensers, as outlined in the applicable sections of this Exhibit A (Janitorial Cleaning Specifications – Master List, #9 Restrooms, Locker Rooms, Dressing Rooms and Showers).

D. Supervision

1. Contractor shall provide a supervisor or lead custodian who shall be present during all scheduled cleaning hours and special work assignments at a City facility. This individual shall speak, read write, and understand English. All direction given to Contractor's supervisor shall be as binding as if given to Contractor.

2. Monthly janitorial supervisor's reports shall be prepared and submitted to Public Works Maintenance Superintendent, or his/her designee, noting any building deficiencies needing correction.

3. While performing work under this Agreement, Contractor's supervisor shall carry a cell phone by which City staff shall be able to communicate with him/her. Other janitorial staff may use City phones designated by the Public Works Maintenance Superintendent, or his/her designee, to respond to work-related issues.

4. Contractor shall provide a list of all Contractor's staff assigned to each work site. The list shall include name, address, and driver's license number and the employee's work schedule and assignment. At Contractor's expense all of Contractor's employees shall have taken and satisfactorily passed background screening for drug and alcohol use.

5. Contractor's employees, including supervisors and managers, and employees performing regular service, fill-in work for absences, or any subcontract staff, who enter the Public Safety Complex, 6363 Clark Avenue, shall have satisfactorily passed a background investigation through Dublin Police Services. The background check includes Live Scan processing. Contractor shall be responsible for paying the Department of Justice fee for the Live Scan processing (at this time, approximately $100 per person). The City will absorb the staff time cost involved in running the Live Scan equipment. Contractor is responsible for scheduling these background checks prior to any of its employees working in the Public Safety Complex. The background checks must be performed at least two weeks (14 days) prior to the employee entering the facility.

E. **Training -** Contractor shall provide ongoing documented training programs for all of Contractor's staff. Training programs shall include, but not be limited to, quality standards, task definitions, IIPP plans (Injury and Illness Prevention Program), SDS sheets (Safety Data Sheets), Cal- OSHA (California Occupational Health and Safety) regulations and all other applicable safety regulations. Contractor shall provide to the Public Works Maintenance Superintendent, or his/her designee prior to beginning of work, and annually thereafter (provided to City with the twelfth (12th) invoice of each year), a report showing the training provided for the janitorial staff working in City buildings.

F. **Employee Conduct** - Employees of Contractor, while performing work under this Agreement, SHALL NOT:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee.
2. Remove any City property, or property, equipment, monies, forms or any other items belonging to an employee of the City, from City facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Turn on or use any electronic equipment (computers, typewriters, radios, etc.) other than those supplied by Contractor.
8. Use any City telephones except those designated by the Public Works Maintenance Superintendent, or his/her designee, for the performance of

services under this Agreement.

9. Open any desk, file cabinet or storage cabinet.

10. Remove any articles from desks.

11. Consume any food or beverage other than that brought with or purchased by the employee.

12. Consume any food or beverage in any area NOT designated as a break or lunchroom.

G. **Employee Removal** - Contractor shall remove from service on City premises any employee of Contractor who, in the opinion of the Public Works Maintenance Superintendent, or his/her designee, is not performing the services in a proper manner or who is incompetent, disorderly, abusive, dangerous, insubordinate, disruptive, who does not comply with rules and regulations of the City, or is otherwise objectionable. Contractor shall in no way interpret such removal to require dismissal of or other disciplinary action against the employee; and such removal shall not be the basis of any claim for compensation or damages against the City or any of its officers, employees or agents as to the performance of the work.

H. **Employee Appearance and Identification** - Contractor's personnel shall present a neat appearance and be easily recognized as Contractor employees. Contractor shall provide each employee with an identification badge and uniform. The badge shall include the employee's photograph and name, an employee number and Contractor's name. The identification badge shall be displayed on the front of the employee's uniform at all times. Contractor accepts and understands that any employee who fails to meet this requirement may be asked to leave City property. Should this occur, the City will not compensate the Contractor or Contractor's employees for lost time. It is expressly understood that Contractor is responsible for ensuring that all of its employees possess and carry valid photo-identification at all times on City property. Contractor's employees shall be wearing their uniforms and identification badges prior to entering any City building, and uniforms and badges shall be worn at all times while working in a City facility. The uniform, at a minimum, shall be a uniform shirt to which Contractor's business name and/or logo have been affixed.

I. **Employee Qualifications -** Contractor's employees shall be at least eighteen (18) years of age and thoroughly trained and qualified in the work assigned to them. Contractor's employees shall be able to follow directions and shall be physically capable of performing the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc.

All Contractor's employees working at any City facility shall be required to submit personal information and copies of driver's licenses or other valid identification for the purpose of background checks. Such personnel will also be subject to Live Scan Fingerprinting processing at the contractor's expense. The City reserves the right to deny access based on information obtained in the background check through Live Scan Fingerprinting.

J. Reporting and Inspections

1. Building Control Log: Contractor's supervisor or lead custodian shall be responsible for maintaining building control logs. Contractor's employees shall be responsible for signing in and out daily on the log. Further, Contractor's employees who provide special cleaning services are also required to sign in and out for services provided. The building control logs shall be the focal point for communication between the Contractor and the City and for sharing work-related comments and issues.

2. Status Reports: If and when unusual circumstances arise, a report shall be given to the Public Works Maintenance Superintendent, or his/her designee, the day of the occurrence. Examples of unusual circumstances include, but are not limited to, the observance of suspicious persons around a City facility or the discovery of inoperable lighting in a City facility.

3. Regular Inspections: Contractor's account manager and supervisor shall meet with Facility Management representatives quarterly to ensure compliance with contract specifications and shall initiate meetings, as needed, to review work sites and resolve problems.

4. Timely Billing: Contractor shall provide special cleaning service invoices within fourteen (14) days of the services being provided. City shall be under no obligation to pay any invoice which is submitted to Public Works Maintenance Superintendent more than thirty (30) days beyond completion of special cleaning services.

K. Work Performance - Contractor shall adhere to the highest quality standards of the janitorial profession and the City's cleaning standards as communicated by the Public Works Maintenance Superintendent, or his/her designee, and set forth in this Agreement. Contractor shall immediately verbally notify the Public Works Maintenance Superintendent, or his/her designee, of any occurrence or condition that interferes with its ability to be in full compliance with Agreement requirements and shall confirm such verbal notification in writing within twenty-four (24) hours.

L. Special Assignments - City may request janitorial services for special events not covered in the scope of services under this agreement and outside the normal scheduled cleaning hours as outlined herein. City may request these special services up to, but not later than, forty-eight (48) hours prior to the event. If the required services are outside Contractor's normal cleaning schedule, payment shall be made on the basis of the hourly rate and, if applicable, minimum number of hours as set forth in Exhibit B.

M. Emergency Work - "Emergency work" is defined as any work beyond the general routine janitorial work required by this agreement. Emergency work shall require a shortened Contractor response time of between two (2) and four (4) hours, depending upon the nature of said work. Contractor shall have sufficient labor and call-out

procedures to ensure that staffing is available for this type of unplanned requirement. The City of Dublin will work closely with Contractor to develop a procedure for reacting to emergency situations. Compensation for "Emergency Work" shall be in accordance with the hourly rate for Special Assignments as described above.

N. **Storage** - Contractor may use City janitorial closets, if available; and if utilized, Contractor shall keep this space in a neat, clean, odor free, and orderly condition. The City will not be responsible in any way for damage to or loss of Contractor's stored supplies and/or equipment or for Contractor's employees' personal belongings stored in any City janitorial closets. As noted in Section 3 of the Agreement, if janitorial closets are not available, Contractor shall store its supplies and equipment in its own facility or company vehicles.

O. **Security** - Contractor shall be required to have available the keys provided by the City at all times while providing service to the City. All doors shall be unlocked and locked in such manner and at such times as required by each building's specifications. Contractor shall be responsible for ensuring that all doors are closed and locked during its performance of janitorial duties. Lost keys or security access cards shall be immediately reported to the Public Works Maintenance Superintendent, or his/her designee, and charged to Contractor at the rate of $50.00 per key or security access card. In addition, Contractor shall reimburse City for all costs associated with re-keying any or all locks necessitated by lost keys in his/her control. Contractor's employees shall NOT set off, or fail to reset, a building alarm, as instructed. Such false alarms or failure to reset an alarm shall cause the City to incur damages, and Contractor shall be charged liquidated damages of One Hundred Fifty Dollars ($150) per event. Contractor's employees shall not operate for personal use any City computers, fax machines, telephones, television sets and/or copiers while performing services under this contract. Contractor shall be financially responsible for any loss, damages, or accrued charges for any unauthorized usage of City equipment.

P. **Care of Facilities** - Contractor's employees shall regularly observe the general condition of all building areas and report problem areas to Contractor's supervisor or lead custodian. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the Emergency Services by dialing 911 and shall then call the Public Works Maintenance Superintendent, or his/her designee, immediately. For non-emergency repairs, Contractor shall report all required non-emergency repairs by contacting the Public Works Maintenance Superintendent, or his/her designee.

Q. **Energy Conservation** - Unless otherwise specified by Public Works Maintenance Superintendent, lights are to be turned off in facilities when janitorial staff is finished working for the evening.

R. **Graffiti** - Contractor shall immediately remove all graffiti from all surfaces found inside any of the buildings after consulting with the Public Works Maintenance Superintendent, or his/her designee, for removal methodology. Graffiti noticed on the

outside of any building shall be reported to Public Works Maintenance Superintendent, or his/her designee.

SECTION 2 – REQUIRED SERVICES

The services to be provided under this Agreement are listed in this Section 2 of Exhibit A. In some instances, services may differ among the various facilities. The following buildings are included in this agreement:

- Civic Center, 100 Civic Plaza (Includes both City Hall and Cultural Arts Center Wings and portable building in parking lot)
- Library, 200 Civic Plaza
- Senior Center, 7600 Amador Valley Boulevard
- Shannon Community Center, 11600 Shannon Avenue
- Heritage Center (historical schoolhouse and church), 6600 Donlon Way
- Heritage Park & Museum, 11285 Dublin Boulevard
- Wave Aquatic Center, 2401 Central Parkway (year-round)
- Corporation Yard, 5709 Scarlett Court
- Public Safety Complex, 6363 Clark Avenue
- Camp Parks (38 buildings)

Following is a master list of services required under this Agreement. Not all services are required at all buildings; a specific breakdown is provided for each facility in Attachments 1 through 11 to this Exhibit A.

1. **Flooring**
   a. **Vinyl, linoleum, or concrete floors (sweep)** – Sweep with an anti-dust mop.
   b. **Vinyl, linoleum, or concrete floors (damp or wet mop)** – Use warm water with good quality cleaner that leaves no visible or sticky cleaner residue, when dry. Remove all scuff and surface marks. Rinse, if necessary, with clear warm water, and clean mop. Wipe any and all baseboards free of moisture and dirt. Protect all wall surfaces. Buff all tile floors, as required.

   c. **Vinyl and linoleum (clean and wax floors – traffic areas)** – Dust entire floor and corners with treated mop. Damp mop and remove any spot or stains. Allow flooring to dry completely. Apply wax in traffic areas only, feathering out to corners. Corners shall be waxed only as part of complete stripping process (see below).
   d. **Vinyl and linoleum (strip)** – Strip completely and wax, including corners.
   e. **Stone, marble, slate, granite, ceramic tile, travertine, terrazzo floors, stairs (sweep)** – Sweep surfaces.
   f. **Stone, marble, slate, granite, ceramic tile, travertine, terrazzo floors, stairs (damp mop)** – Use a dedicated mop and good-quality cleaner recommended for marble, slate, granite, ceramics and travertine. The floors shall be free of dust, dirt, cleaning material residue, streaks, mop strands, grease, and spills and thoroughly maintained to present an acceptable gloss. Protect all walls from splashing and wipe off any moisture or

chemicals from all baseboards. Polish wood molding, if necessary, to prevent moisture damage.

g. **Stone, marble, slate, granite, ceramic tile, travertine floors, stairs (strip, seal)** – Apply stripping solution. Machine scrub (conventional machine) and wet vacuum stripping. This shall be followed by an application of a neutralizer rinse, followed by a damp mopping with clear water. When floor is dry, apply finish or sealer. Protect all wall finishes and wipe down all baseboards to be free of moisture and residue. Polish, as needed.

h. **Stone, marble, slate, granite, ceramic tile, travertine floors, stairs (refinishing) –** Refinish as follows: Use a conventional (buffer) machine with a 3M blue cleaning pad and a trigger spray bottle with clean water to buff. Let floor dry. Follow with a dust mopping and then a damp mopping. Let floor dry. Apply two (2) coats of floor finish. Be sure floor is thoroughly dry between coats. Within twenty-four (24) hours of last application of finish, burnish with a high-speed buffing machine (1,100 rpm).

2. **Hardwood Floors and Carpeting**

a. **Hardwood floors for gymnasiums, ballrooms or dance floors (dust mopping)** – Use a dedicated dust mop on hardwood floors with "Super Hil-Tone Dust" mop treatment, manufactured by Hillard (or equivalent). The mop shall be treated per manufacturer's instructions.

b. **Hardwood floor surfaces (wet mopping)** – Use a dedicated wet mop with Hillard Super Shine All Cleaner (or equivalent; specific products required for Senior Center bamboo wood flooring and floor machine at Stager Gym). At the Gym mopping is done with a floor cleaning machine that uses a foam cleaner solution. Remove all scuff and surface marks. Follow directions on label.

NOTE – DO NOT USE the same mop for damp mopping and for applying the finish!

c. **Carpet and mats (vacuum traffic areas) –** These areas include main entries and all doors, elevator lobbies, elevators, areas where food is available, main corridors in buildings and open landscaped areas. Vacuum traffic areas. Move all chairs, trashcans and other easily removed items, and vacuum underneath. Hand wipe baseboards.

d. **Carpet and mats (vacuum all areas, including edges and corners) –** Vacuum with an industrial- powered vacuum cleaner and inspect for spots. Remove spots, following the manufacturer's recommendations completely, with an approved industrial-grade spot remover that leaves no visible residue. Report to the Public Works Maintenance Superintendent, or his/her designee, all tears, burns, unraveling or other damage. Move all chairs, trash cans and other easily removed items and vacuum underneath. Hand wipe baseboards.

e. **Carpet spot cleaning and spot removal –** Perform, as necessary.

f. **Graffiti (remove all marks and writing)** – Remove from all interior surfaces (doors and walls). If unable to remove graffiti, call Public Works at 925-833-6630 and leave a message. Leave caller's name, location of the building, floor and area where the graffiti is located.

g. **Walls, doors and molding (spot clean)** – On a regular basis, inspect all walls, doors and moldings; and remove any and all fingerprints, smudges, dirt or accumulations from these areas, as required.

3. **Doors and Entrances**
   a. **Doors and entrances (clean and polish)** – Clean and polish interior and exterior surfaces to a height of 8', removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas. On a regular basis, inspect all doors and entrances; and clean doors and entrances across the entire width of the entrance front, as required.
   b. **Drinking Fountains** – Clean, disinfect and polish.
   c. **Public Telephones (clean and disinfect)** – Clean and disinfect all public telephones and enclosure walls. Remove all graffiti from phones and surrounding area. If unable to remove graffiti, contact Public Works at 925-833-6630 and give location and phone number.

4. **Glass and Windows**
   a. **Glass and windows –** On a regular basis, inspect all glass and frames and remove any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas to a height of 8 feet, as required. When glass is part of an entrance area, clean across the entire width of the entrance front, if required. Clean picture glass and mirrors as needed to remove fingerprints, smudges, and any other dirt or material, to leave a clean appearance.

5. **Dusting**
   a. **Dusting –** Remove all accumulated dust, dirt, debris and cobwebs from all surfaces, corners, shelving crevices, office desks, bookcases, tables, partition tops, window ledges and baseboards. Use treated mops and cloths to help prevent the redistribution of same into the air. Desktops shall be dusted only if papers have been removed.
   b. **Dusting (high dusting) –** Remove all accumulated dust, dirt and debris from the surfaces, corners, crevices, light fixtures, partition tops, window ledges, door frames, jambs, and blinds. Use treated mops and cloths to help prevent the redistribution of same in the air. Blind slats shall be individually cleaned. Remove cobwebs inside rooms, corners and ceilings. Clean HVAC vents and ceiling tiles.
   c. **Wastebaskets –** Empty wastebaskets and replace liners. Empty recycling containers in individual offices and common areas. Material from recycling containers shall be kept separate from other trash and placed in appropriate bins. Remove all other boxes, cardboard and containers which are designated as "trash" and place in the designated dumpster. Break down all cardboard boxes before discarding in dumpster. Large recycling bins inside facilities (for example, in the Civic Center mail room and lunchroom) may be emptied by others; contractor should verify with the Facility Manager for each facility where trash and recyclable material is to be taken.
   d. **Wastebasket/trash containers (wash and disinfect) –** Clean and disinfect all wastebaskets and trash containers in all interior and exterior locations.
   e. **Artificial Plants –** Clean to remove dust and other debris

6. **Elevators**
   a. **Elevator (clean and polish) –** Remove all finger and handprints, grease, oils, smudges or marks. Polish interior walls, ceilings, and doors inside and outside. Vacuum carpet and elevator door tracks. Spot clean carpet or flooring, as necessary, to remove stains and odors.

7. **Stairwells, Exterior and Interior**
   a. **Staircases, balustrades and railings (dust and wipe) –** Dust and wipe all staircase areas, including all railings and areas around and underneath stairs. Vacuum carpeted areas, and spot

clean carpet.

b. **Stairwells –** Sweep, damp mop and spot clean.

8. <u>Offices</u>
   a. **Wooden furniture (clean and polish) –** Clean and polish all wooden furniture with approved polish. Do not disturb any paperwork on desks, tables, and files.
   b. **Formica and metal desks (clean all) –** Clean all tables, stands, chairs, filing cabinets, locker tops and fronts. Do not disturb paperwork.
   c. **Wood fixtures (polish) –** Polish all wooden walls, doors, handrails, and all accents.
   d. **White boards and pen rails (clean) –** Wash and clean (only if boards are erased).
   e. **Fabric or carpeted wall coverings (dust and/or vacuum, spot clean) –** With a soft brush, dust all fabric and/or carpeted walls to maintain a neat and clean appearance. Vacuum all areas where a traffic pattern is evident. Spot clean areas per manufacturer's specifications for wall covering. Damp wipe vinyl. Cloth fabrics require chemical cleaner to remove spots.
   f. **Light switches (clean and disinfect) –** Use a damp cloth to remove all smudges, fingerprints and dirt. Apply disinfectant.
   g. **Light fixtures (clean all) –** Dust all with treated cloth. Vacuum and damp wipe, if necessary, to remove all accumulated dust and dirt.
   h. **HVAC vents and diffusers (clean all) –** Vacuum and clean with disinfectant. Vacuum adjacent ceiling tiles and areas.

9. <u>Restrooms, Locker Rooms, Dressing Rooms and Showers</u>
   a. **Restrooms (clean, disinfect, restock supplies) –** Clean and disinfect all urinals, toilets, partitions and plumbing. Damp mop floors with disinfectant. Clean and polish chrome and stainless fixtures. Clean, disinfect and deodorize interior and exterior of sanitary napkin depositories. Replace disposal bags and plastic trash liners. Clean mirrors to be streak-free. Install disinfectant in floor drains and deodorizers in urinals. Fill all dispensers (soap, toilet paper, seat covers, paper towels, sanitary supplies and deodorizers). Inspect lighting for satisfactory operation. Report to the Public Works Maintenance Superintendent or his/her designee, all lights that are not working properly.
   b. **Showers (clean, disinfect) –** Clean and disinfect all walls, floors and curtains. Entire area shall be free of soap scum, fungi, hair, urine deposits and unpleasant odors. Floors and tiled areas shall be free of streaks and mildew.
   c. **Locker rooms or dressing rooms** - Install disinfectant in floor drains. Disinfect HVAC vents, and clean mirrors to be streak-free. Wax floors to maintain original appearance. Vacuum all carpet areas and remove all stains. Clean and disinfect lockers inside and outside, if unlocked. <u>Do not disturb personal belongings</u>.

10. <u>Kitchen or Coffee Bar Areas</u>
   a. **Kitchen/breakroom floors (degrease and disinfect) –** Mop all kitchen floors with disinfectant. Refinish, if necessary, to maintain original appearance.
   b. **Kitchen/breakroom/coffee bar sinks, counters, and appliances (wash and disinfect) –** Include all kitchen tabletops in area and generally clean up all stainless steel or laminate surfaces.
   c. **Cabinets, sinks and appliances (degrease, disinfect and polish) –** Specific to facilities with "working cooking kitchens." Includes refrigerators, stoves, stove hoods, ovens, griddles, dishwashers, microwaves, and all stainless steel.

d. **Kitchen Vent Hoods Over Stoves –** Degrease, clean and polish.
e. **Kitchen Anti Fatigue Mats –** Degrease, disinfect, rinse and dry.
f. **Kitchen Floor Drains –** Degrease and clean the floor drains / catch basins in kitchen floor.

11. **Special Areas**
    a. **Bleachers (clean all surfaces) –** Clean all areas around and under bleachers. Damp mop bleacher seats.
    b. **Jail area (clean and disinfect) –** Clean and disinfect (when accessible) all walls, floors, ceilings and fixtures.
    c. **Janitorial closets (clean and stock) –** Clean, organize, stock and keep odor- free. If any chemicals are stored here, maintain a binder of all Material Safety Data Sheets (MSDS) and keep in each closet.
    d. **Exercise rooms –** Wipe down, clean, deodorize and disinfect all exercise apparatus and mats. Remove and replace mats in same locations to ensure proper fit.
    e. **Personal computers –** Dust with anti-static cloth.
    f. **City refrigerators –** Clean as specified for individual facilities.
    g. **Venetian blinds –** Dust and damp wipe blinds with a treated cloth to prevent redistribution of dust into the air.
    h. **Vending machines –** Clean vending machine surfaces and sweep or dust mop under the machines.
    i. **Bleachers (sweep and pick up litter) –** Sweep and pick up litter on, around and under bleachers.

SECTION 3 – GENERAL PROVISIONS

A. Liquidated Damages

When Contractor fails to perform, as specified, the services required in this agreement, the City will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, Contractor shall agree to the following liquidated damages:

1. If trained personnel do not report to provide the services required by this Agreement, the City will incur damages; and liquidated damages of One Hundred Fifty and no/100 Dollars ($150.00) per occurrence will be deducted from payments due the Contractor. Contractor will be notified of the assessment of liquidated damages by telephone or FAX within twenty-four (24) hours of failure to report.

2. If Contractor fails to perform under the terms of this Agreement, the City will incur damage. Contractor will be notified by telephone or FAX within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the City will incur damages; and liquidated damages of One Hundred Fifty and no/100 Dollars ($150.00) per occurrence will be deducted from payments due the Contractor.

3. Liquidated damages of One Hundred Fifty and no/100 Dollars ($150.00) per occurrence will continue to be deducted from payments due the Contractor until the

performance failure is remedied.

B. **Subcontracting** - No portion of the services provided pursuant to this Agreement may be subcontracted or assigned without prior approval of the City of Dublin. Requests to subcontract all or any portion of services required by this Agreement shall be submitted to the City's Public Works Maintenance Superintendent, or his/her designee, at least thirty (30) days in advance of the proposed effective date of the subcontract. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. Any subcontractor who will provide services inside the Police Facility shall have successfully passed a background check as described above prior to commencing work in that building. Contractor shall bear the expense of any subcontractor background checks.

C. **Labor Strike -** Contractor shall be responsible for its own labor relationships and shall negotiate and be responsible for resolving any and all disputes between itself and its employees or any union representing its employees. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying, will delay, or threatens to delay, the timely performance of services under this Agreement, Contractor shall immediately give written notice thereof to the City's Public Works Maintenance Superintendent, or his/her designee. It shall be the Contractor's responsibility to provide continuous services, without interruption, to all buildings and facilities specified herein throughout the term of the Agreement. In the event of a labor strike, Contractor shall provide the means, at Contractor's cost, to provide continuous services in full compliance with Agreement requirements. Failure to do so will cause the City to take whatever action is necessary to provide the services. If, in doing so, City incurs costs in excess of those that would have been paid to the Contractor for the same services, these excessive costs shall be paid by the Contractor.

D. **Pricing** - All rates and/or prices included in this Agreement are firm and not subject to escalation, except on an annual basis according to the Consumer Price Index as provided in the Agreement. Contractor represents and warrants that all rates and/or prices are at least as low as those currently being quoted by Contractor to commercial or government users for the same work of similar scope under similar circumstances.

E. **Terms of Payment** - Payment shall be made within thirty (30) days from the date of receipt of invoice or acceptance of work, whichever occurs last. If City is entitled to a prompt payment discount, the period of computation shall commence on the date of receipt of invoice or acceptance of work by City, whichever occurs last. City shall endeavor to pay each invoice within thirty (30) days but shall not be responsible to Contractor for additional charges, interest or penalties due to failure to pay within that period.

F. **Warranty** - Contractor warrants that the work performed under this Agreement complies with all specifications and that workmanship is free from defects. If any portion of the work has not been completely described in this Agreement, it shall comply with nationally recognized codes and established industry standards. Contractor agrees that the aforementioned

warranties shall be in addition to any warranties provided by law or offered by Contractor.

G. **Extra or Additional Work** - Contractor shall perform no extra or additional work or alter or deviate from the work specified in this Agreement unless agreed in writing by City in advance of performance of the work. Payment for extra or additional work shall be made on the basis of the hourly rate and, if applicable, minimum number of hours as set forth in Exhibit B.

H. **Force Majeure** - Neither party to the Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the Agreement.

ATTACHMENT 1
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Civic Center, City Hall Wing, 100 Civic Plaza
Estimated Building Size: 31,800 SF
Cleaning Frequency: 5 days per week, Monday – Friday
Janitorial Cleaning Hours: 5:00 PM to 5:00 AM

FREQUENCY	TASK	See Section 2 "Required Services"
Daily:	Vinyl, linoleum, terrazzo, or concrete floors, sweep and/or dust mop all floors	1a
	Carpet and mats - vacuum traffic areas, staircases, and workspaces	2c
	Carpet spot cleaning and removal - (as necessary)	2e
	Dusting - all tabletops, office desks, and filing cabinets, and other surfaces	5a
	Dusting - removal of accumulated dust	5a
	Graffiti - remove all marks and writing	(general)
	Drinking fountains - clean, disinfect and polish	3b
	Telephones (all phones) - clean and disinfect	3c
	Wastebaskets - empty and reline	5c
	Elevators - clean and polish	6a
	Restrooms - clean, disinfect, and restock supplies	9a
	Kitchen breakroom floors - degrease and disinfect	10a
	Kitchen breakroom sinks & counters - degrease and disinfect	10b
	Coffee bar sinks and counters – degrease and disinfect	10b
Weekly:	Carpet and mats - vacuum all areas, including edges and corners	2d
	Broom sweep receiving/file room concrete floor	1a
	Clean and disinfect light switches	8f
	Wash white boards and pen rails (if erased)	8d
Bi-Weekly:	Clean tile grout	
Monthly:	Vinyl and linoleum - clean and wax floors - traffic areas	1c
	Dusting - high dusting	5b
	Wooden furniture - clean and polish	8a
	Formica and metal desks - clean all	8b
	Wood fixtures - polish	8c
	Venetian blinds - wipe down and clean	11g
Quarterly:	Vinyl and linoleum - strip completely and wax	1d
	Wastebasket/trash containers - wash and disinfect	5d
	Light fixtures - clean all	8g
	HVAC vents and diffusers - clean all	8h
	Vending machines – clean machines and sweep/dust mop underneath	11h
	Artificial plants – Clean to remove dust and other debris	5e
Semi-Annually: . .	Strip and wax all hard surface floors: terrazzo, vinyl or linoleum	1d, 1g

ATTACHMENT 2
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Civic Center, Cultural Arts Center, 100 Civic Plaza
Estimated Building Size: 21,200 SF (includes auxiliary triple-wide trailer in gated parking lot)
Cleaning Frequency: 5 days per week, Monday – Friday
Janitorial Cleaning Hours: 5:00 PM to 5:00 AM

FREQUENCY	TASK	See Section 2 "Required Services"
Daily:	Vinyl, linoleum, or concrete floors, sweep and/or dust mop all floors	1a
	Carpet and mats - vacuum traffic areas, staircases, & workspaces	2c
	Carpet spot cleaning and removal - (as necessary)	2g
	Dusting - all tabletops, office desks, filing cabinets, & other surfaces	5a
	Graffiti - remove all marks and writing	2h
	Drinking fountains - clean, disinfect and polish	3b
	Clean and disinfect telephones	3c
	Glass and windows (building entrances, lobby areas, etc.)	4a
	Dusting - removal of accumulated dust.	5a
	Wastebaskets - empty and reline	5d
	Elevators - clean and polish	6a
	Restrooms - clean, disinfect, and restock supplies	9a
	Showers and locker rooms - clean and disinfect	9b,c
	Kitchen breakroom floors - degrease and disinfect	11a
	Kitchen breakroom sinks - degrease and disinfect	11b
	Old Jail area - clean and disinfect (when accessible)	11b
Weekly:	Broom sweep sally port concrete floor when accessible	1b
	Carpet and mats - vacuum all areas, including edges and corners	2d
	Walls, doors and molding - remove fingerprints, smudges and dirt	2l
	Doors & entrances - clean and polish, remove fingerprints & smudges	3a
	Clean stair handrails	7a
	Wash white boards and pen rails (if erased)	8d
	Exercise rooms - clean and deodorize	11d
Monthly:	Vinyl and linoleum - clean and wax floors - traffic areas	1c
	Dusting - high dusting	5b
	Wooden furniture - clean and polish	8a
	Formica and metal desks - clean all	8b
	Wood fixtures - polish	8c
	Fabric or carpeted wall coverings - dust and/or vacuum, spot clean	8e
	Light switches - clean and disinfect	8f
	Janitorial closets – clean, organize, stock and keep order-free	11c
	Venetian blinds - wipe-down and clean	11g
	Vending machines – clean machines and sweep/dust mop underneath	11h
Quarterly:	Vinyl and linoleum - strip completely and wax	1d
	Stone, marble, slate, granite, ceramic tile, travertine floors, stairs	1g
	Wastebasket/trash containers - wash and disinfect	5e
	Light fixtures - clean all	8g
	HVAC vents and diffusers - clean all	8h
	Personal computers - clean with anti-static cleaner	11e
Semi-Annually:	City refrigerators – break room only	11f

ATTACHMENT 3
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Library, 200 Civic Plaza
Estimated Building Size: 38,215 SF (entire Library)
Cleaning Frequency: 6 days per week, Monday – Sunday (except Fridays)
Janitorial Cleaning Hours: 11:00 PM to 5:00 AM

FREQUENCY	TASK	See Section 2 "Required Services"
Daily:	Vinyl, linoleum, or concrete floors (sweep and/or dust mop all floors) Stone, marble, ceramic, slate (sweep) Carpet and mats (vacuum traffic areas) Carpet spot cleaning and spot removal Graffiti (remove all marks and writing) Doors and entrances (clean and polish) Drinking fountains (clean, disinfect and polish) Public Telephone (clean and disinfect) Dusting (remove accumulated dust) Wastebaskets (empty and replace liners) Restrooms (clean, disinfect, restock) Kitchen/coffee bar sinks (clean and disinfect)	1a 1e 2c 2e 2f 3a 3b 3c 5a 5c 9a 10b
Weekly:	Vinyl, linoleum or concrete floors (damp/wet mop) Stone, marble, ceramic, slate (damp/wet mop) Carpets and mats (vacuum all areas, including edges and corners Walls, doors and molding (spot clean) Glass and windows (remove fingerprints, smudges, dirt) Whiteboards and pen rails (clean, if erased) Cabinets, sinks and appliances (degrease, disinfect, and polish)	1b 1f 2d 2g 4a 8d 10c
Monthly:	Dusting - high dusting Wooden furniture - clean and polish Formica and metal desks - clean all Wood fixtures – polish Light switches - clean and disinfect Janitorial closets – clean, organize, stock and keep odor-free Kitchen vent hoods over microwaves – degrease, clean & polish	5b 8a 8b 8c 8f 11c 10d
Quarterly:	Vinyl and linoleum - clean and wax floors - traffic areas Stone, marble, granite, ceramic tile floors (strip and seal) Wastebasket/trash containers - wash and disinfect Light fixtures - clean all HVAC vents and diffusers - clean all Personal computers - clean with anti-static cleaner Venetian blinds (dust and damp wipe)	1c 1g 5d 8g 8h 11e 11g
Semi-Annually:	Vinyl and linoleum - strip completely and wax City refrigerator in office area (clean and disinfect)	1d 1f
Annually:	Stone, marble, granite, ceramic tile floors (refinishing)	1h

ATTACHMENT 4
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Senior Center, 7600 Amador Valley Boulevard
Estimated Building Size: 15,500 SF
Cleaning Frequency: 5 days per week, Monday – Friday
Janitorial Cleaning Hours: 10:30 PM to 5:00 AM; Weekends as needed following special events

FREQUENCY	TASK	See Section 2 "Required Services"
Daily:	Vinyl, linoleum, or concrete floors (sweep and/or dust mop all floors)	1a
	Stone, marble, ceramic, slate (sweep)	1e
	Hardwood floor in ballroom (sweep and dust mop on Tue/Thu)	2a
	Hardwood floor in ballroom (sweep and damp mop on Mon/Wed/Fri)	2b
	Carpet and mats (vacuum traffic areas)	2c
	Carpet spot cleaning and spot removal	2e
	Graffiti (remove all marks and writing)	2f
	Doors and entrances (clean and polish)	3a
	Drinking fountains (clean, disinfect and polish)	3b
	Public Telephone (clean and disinfect)	3c
	Dusting (remove accumulated dust)	5a
	Wastebaskets (empty and replace liners)	5c
	Restrooms (clean, disinfect, restock)	9a
	Kitchen quarry tile floors (remove mats, degrease, disinfect, replace mats)	10a
	Kitchen/coffee bar sinks (clean and disinfect)	10b
Weekly:	Vinyl, linoleum or concrete floors (damp/wet mop)	1b
	Stone, marble, ceramic, slate (damp/wet mop)	1f
	Carpets and mats (vacuum all areas, including edges and corners)	2d
	Walls, doors and molding (spot clean)	2g
	Glass and windows (remove fingerprints, smudges, dirt)	4a
	Whiteboards and pen rails (clean, if erased)	8d
	Cabinets, sinks and appliances (degrease, disinfect, and polish)	10c
	Kitchen Anti-Fatigue Mats (degrease and disinfect) (Fridays)	10e
	Kitchen Floor Drains (degrease and clean) (Fridays)	10f
Monthly:	Dusting - high dusting	5b
	Wooden furniture - clean and polish	8a
	Formica and metal desks - clean all	8b
	Wood fixtures – polish	8c
	Light switches - clean and disinfect	8f
	Janitorial closets – clean, organize, stock and keep odor-free	11c
	Kitchen vent hoods over stoves – degrease, clean and polish	10d
Quarterly:	Vinyl and linoleum - clean and wax floors - traffic areas	1c
	Stone, marble, granite, ceramic tile floors (strip and seal)	1g
	Wastebasket/trash containers - wash and disinfect	5d
	Light fixtures - clean all	8g
	HVAC vents and diffusers - clean all	8h
	Personal computers - clean with anti-static cleaner	11e
	Venetian blinds (dust and damp wipe)	11g
	Artificial Plants - clean to remove dust	5e
Semi-Annually:	Vinyl and linoleum - strip completely and wax	1d
	City refrigerator in office area (clean and disinfect)	1f
Annually:	Stone, marble, granite, ceramic tile floors (refinishing)	1h

ATTACHMENT 5
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Wave Aquatic Center
Estimated Building Size: 30,000 SF
Cleaning Frequency: January – December, 7-days per week
Janitorial Cleaning Hours: 5:00 PM to 5:00 AM

PLEASE NOTE: PEAK SEASON is from Memorial Day through Labor Day, where more attention to all areas is required.

FREQUENCY	TASK	See Section 2 Required Services
Daily:	Interior floors (sweep and/or dust mop all floors)	1a
*	Tile hallway area (scrub machine and disinfect)	1f
	Interior flooring in lobbies/office (damp/wet mop, disinfect, vacuum, move furniture	1i
	Doors and entrances (clean and polish)	3a
	Drinking fountains (clean, disinfect and polish)	3b
	Public Telephone (clean and disinfect)	3c
	Dusting (remove accumulated dust)	5a
	Wastebaskets (empty and replace liners)	5c
*	Restrooms (clean, disinfect, scrub machine, restock)	9a
*	Showers (clean, scrub machine, clear drain strainers and disinfect)	9b
*	Locker rooms and dressing rooms (clean, disinfect, scrub machine)	9c
*	**Use machine provided by City – Clean Advance Machine and/or Karcher B60 Battery Scrubber (Staff also expected to maintain and clean the machines after every use)**	
Weekly:	Walls, doors and molding (spot clean)	2g
	Glass and windows (remove fingerprints, smudges, dirt)	4a
	Cabinets, sinks and appliances (degrease, disinfect, and polish)	10c
	City refrigerators (clean as specified)	11f
	Formica and metal desks - clean all	8b
Monthly:	Dusting - high dusting	5b
	Wooden furniture - clean and polish	8a
	Wood fixtures – polish	8c
	Light switches - clean and disinfect	8f
	Janitorial closets - clean organize, stock and keep odor-free	11c
	Complete and thorough machine scrub all hard floor surfaces	1f
Quarterly: **(3x per year)**	Wastebasket/trash containers - wash and disinfect	5d
	Personal computers - clean with anti-static cleaner	11e
	Venetian blinds (dust and damp wipe)	11g

ATTACHMENT 6
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Heritage Center, 6600 Donlon Way
Estimated Building Size: School House – 2,900 SF, Church – 1,550 SF
Cleaning Frequency: School House – 3 days per week (Wed/Fri/Sun); Church – 1 day per week (Wed)
Janitorial Cleaning Hours: 9:00 PM to 5:00 AM

Please note: Due to nature and historical value of the Heritage Center, all cleaning products must receive approval from Museum Director prior to use.

FREQUENCY	TASK	See Section 2 Required Services
Daily:	Vinyl, linoleum, or concrete floors (sweep and/or dust mop all floors) Hardwood floors (sweep and dust mop) Carpet and mats (vacuum traffic areas) Carpet spot cleaning and spot removal Graffiti (remove all marks and writing) Doors and entrances (clean and polish) Dusting (remove accumulated dust) Wastebaskets (empty and replace liners) Restrooms (clean, disinfect, restock)	1a 2a 2c 2e 2f 3a 5a 5c 9a
Weekly:	Vinyl, linoleum or concrete floors (damp/wet mop) Hardwood floors (sweep and damp mop) Carpets and mats (vacuum all areas, including edges and corners) Walls, doors and molding (spot clean) Glass and windows (remove fingerprints, smudges, dirt)	1b 2b 2d 2g 4a
Monthly:	Dusting - high dusting Formica and metal desks – clean all Light switches - clean and disinfect Janitorial closets – clean, organize, stock and keep odor-free	5b 8b 8f 11c
Quarterly:	Vinyl and linoleum - clean and wax floors - traffic areas Wastebasket/trash containers - wash and disinfect Light fixtures - clean all HVAC vents and diffusers – clean all Personal computers - clean with anti-static cleaner Venetian blinds (dust and damp wipe)	1c 5d 8g 8h 11e 11g
Semi-Annually:	Vinyl and linoleum - strip completely and wax	1d

ATTACHMENT 7 (Page 1 of 2)
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Heritage Park and Museum, 11285 Dublin Boulevard
Estimated Building Size: See below
Cleaning Frequency: 5 days per week, Monday – Friday
Janitorial Cleaning Hours: 5:00 PM to 12:00 AM

Please note: Due to nature and historical value of the Heritage Center, all cleaning products must receive approval from Museum Director prior to use.

Sunday School Barn: 1327 SF

FREQUENCY	TASK	See Section 2 "Required Services"
Daily:	Wood floor – sweep Wastebasket – empty and replace liner	2a 5c
Weekly:	Walls, doors, moldings – spot clean as needed Glass and windows – remove fingerprints, smudges, dirt Doors – clean and polish Dusting – dust windowsills and furniture	2g 4a 3a 5a/5b
Monthly:	Dusting – high dusting Light switches – clean and disinfect Janitorial closets – clean, organize, stock and keep odor-free Vinyl and linoleum – clean and wax floors - traffic areas	5b 8f 2a/2b 5d
Quarterly:	Light fixtures and fans – clean HVAC vents – clean	8g 8h

Restrooms: 289 sq. ft.

FREQUENCY	TASK	See Section 2 "Required Services"
Daily:	Floor – sweep and mop Toilets – clean and disinfect Doors – clean and polish Wastebasket – empty and replace liner	1a/1b 9a 3a 5c
Weekly:	Walls, doors, moldings – spot clean Glass and windows – remove fingerprints, smudges, dirt Dusting – dust windowsills and furniture	2g 4a 5a/5b
Monthly:	Dusting – high dusting Light switches – clean Janitorial closets – clean, organize, stock and keep odor-free Wastebasket/trash containers – clean and disinfect	5b 8f 11c 5d
Quarterly:	Light fixtures and fans – clean HVAC vents – clean	8g 8h

Ceramics/Art Studio: 330 sq. ft.

FREQUENCY	TASK	See Section 2 Required Services
Daily:	Dusting (dust windowsills and furniture) Wastebasket (empty and replace liner) Floor - sweep and mop	5a/5b 5c 1a/1b
Weekly:	Walls, doors, moldings (spot clean) Glass and windows - remove fingerprints, smudges and dirt Doors (clean and polish) Dusting – high dusting	2g 4a 3a 5b
Monthly:	Light switches – clean	8f
Quarterly:	Wastebasket/trash containers – clean and disinfect Light fixtures – clean HVAC vents – clean all	5d 8g 8h

Kolb House: 2304 sq. ft.

FREQUENCY	TASK	See Section 2 "Required Services"
Weekly:	Bathroom and Kitchen Floor – sweep and damp mop Bathroom fixtures – clean and disinfect Kitchen counters – wipe with light solution Wastebaskets – empty and replace liner Back Porch – sweep and clean Public Room – vacuum carpeted areas, spot clean Halls – vacuum carpeted areas, spot clean Stairs – vacuum carpeted areas, spot clean Walls, doors, moldings – spot clean Glass and windows – remove fingerprints, smudges, dirt Dusting – dust windowsills and furniture Doors – clean	1a/1b 9a 10b 5c 1e 7a 7a 7a 2g 4a 5a/5b 3a
Monthly:	Dusting – high dusting Light switches – clean and disinfect Janitorial closets – clean, organize, stock and keep odor-free	5b 8f 11c
Quarterly:	Wastebasket/trash containers – clean and disinfect Light fixtures and fans – clean HVAC vents – clean	5d 8g 8h

ATTACHMENT 8
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Shannon Community Center, 11600 Shannon Avenue
Estimated Building Size: 18,250 SF
Cleaning Frequency: 5 days per week, Monday – Friday
Janitorial Cleaning Hours: 10:00 PM to 5:00 AM; Weekends as needed following special events

FREQUENCY	TASK	See Section 2 "Required Services"
Daily	Sweep and/or dust mop all hard surface floors	2a
	Vacuum all carpet area	2d
	Spot clean carpet areas	2e
	Graffiti (remove all marks and writing)	2f
	Doors and entrances (clean and polish)	3a
	Drinking fountains (clean, disinfect and polish)	3b
	Public Telephones (clean and disinfect)	3c
	Dust all surfaces	5a
	Wastebaskets (empty and replace liners)	5c
	Restrooms (clean, disinfect, and restock)	9a
	Kitchen/coffee bar sinks (clean and disinfect)	10b
	Kitchen floor – remove mats, degrease, disinfect, replace mats	10a
Weekly	Damp mop all hard surface floors	2b
	Vacuum all carpeted areas including the edges	2d
	Spot wash all walls, doors, and moldings	2g
	Remove fingerprints and smudges from glass and windows	4a
	Wash whiteboards and pen rails (if erased)	8d
	Cabinets, sinks and appliances (degrease, disinfect and polish)	10c
	Wash Anti-Fatigue mats (degrease and disinfect)	10e
	Kitchen floor drains (degrease and clean)	10f
	Glass and windows – remove fingerprints, smudges, dirt	4a
Monthly:	Dusting (high dusting)	5b
	Wooden furniture (clean and polish)	8a
	Wooden fixtures (polish)	8c
	Light switches (clean and disinfect)	8f
	Janitorial closets (clean, organize, stock and deep odor free)	11c
	Kitchen vent hoods over stoves (degrease, clean and polish)	10d
Quarterly:	Vinyl and linoleum (clean and refinish floors, traffic areas)	1d
Semi-Annually:	Vinyl and linoleum - strip completely and wax	1d
Annually:	Stone, marble, granite, ceramic tile floors (refinishing)	1h

ATTACHMENT 9
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Corporation Yard, 5709 Scarlett Court
Estimated Building Size: 3,500 SF (office space only)
Cleaning Frequency: 3 days per week, Monday, Wednesday, Friday
Janitorial Cleaning Hours: 5:00 PM to 5:00 AM

FREQUENCY	TASK	See Section 2 "Required Services"
Daily:	Vinyl, linoleum, or concrete floors – sweep and/or dust mop all floors	1a
	Carpet and mats – vacuum traffic areas and offices	2c
	Carpet spot cleaning and removal – as necessary	2g
	Graffiti – remove all marks and writing	2h
	Glass and windows – remove fingerprints, smudges, dirt	4a
	Dusting – removal of accumulated dust	5a
	Wastebaskets – empty and reline	5c
	Restrooms – clean, disinfect, and restock supplies	9a,b
Weekly:	Carpet and mats – vacuum all areas, including edges and corners	2d
	Walls, doors and molding – remove fingerprints, smudges and dirt	2l
	Doors & entrances – clean and polish, remove fingerprints & smudges	3a
	Dusting – all tabletops, office desks, and filing cabinets	5a
	White boards and pen rails – wash clean, if erased	8d
Monthly:	Dusting – high dusting	5b
	Wooden furniture – clean and polish	8a
	Formica and metal desks – clean all	8b
	Wood fixtures – polish	8c
	Fabric or carpeted wall coverings- dust and/or vacuum, spot clean	8e
	Light switches – clean and disinfect	8f
Quarterly:	Vinyl and linoleum – clean and wax floors	1c
.	Wastebasket/trash containers – wash and disinfect	5d
	Light fixtures – clean all	8g
	HVAC vents and diffusers – clean all	8h
	Personal computers – clean	12h
Semi-Annually:	Glass and windows, interior and exterior – all areas	4b

ATTACHMENT 10
City of Dublin Scope of Services – Frequency and Task Chart – Standard Service Levels

Location: Public Safety Complex, 6363 Clark Avenue
Estimated Building Size: 3,500 SF (office space only)
Cleaning Frequency: 6 days per week, Monday - Saturday
Janitorial Cleaning Hours: 4:30 PM to 8:30 PM

FREQUENCY	TASK	See Section 2 "Required Services"
Daily:	Vinyl, linoleum, or concrete floors – sweep and/or dust mop all floors Carpet and mats – vacuum traffic areas and offices Carpet spot cleaning and removal – as necessary Graffiti – remove all marks and writing Glass and windows – remove fingerprints, smudges, dirt Dusting – removal of accumulated dust Wastebaskets – empty and reline Restrooms – clean, disinfect, and restock supplies	1a 2c 2g 2h 4a 5a 5c 9a,b
Weekly:	Carpet and mats – vacuum all areas, including edges and corners Walls, doors and molding – remove fingerprints, smudges and dirt Doors & entrances – clean and polish, remove fingerprints & smudges Dusting – all tabletops, office desks, and filing cabinets White boards and pen rails – wash clean, if erased	2d 2l 3a 5a 8d
Monthly:	Dusting – high dusting Wooden furniture – clean and polish Formica and metal desks – clean all Wood fixtures – polish Fabric or carpeted wall coverings- dust and/or vacuum, spot clean Light switches – clean and disinfect	5b 8a 8b 8c 8e 8f
Quarterly:	Vinyl and linoleum – clean and wax floors Wastebasket/trash containers – wash and disinfect Light fixtures – clean all HVAC vents and diffusers – clean all Personal computers – clean	1c 5d 8g 8h 12h
Semi-Annually:	Glass and windows, interior and exterior – all areas	4b

Location: Camp Parks RFTA
Estimated Building Size: Total approx. 220,000 sf (List of buildings listed below)
Cleaning Frequency: 6 days per week, Monday - Saturday

4.0 Technical Exhibits

4.1 Task and Frequency of Custodial Services.

TASK & FREQUENCY Room CHART - TECHNICAL EXHIBIT 1

Routine Cleaning for all areas listed (choose if applicable based on floor type):	
Spot Clean Floors/Carpets	AR
Carpeted Floors - Removable (Area and Throw Rugs)	1W
Buffing/Spray Buffing	4Y
Stripping & Wax After Stripping	1Y
Damp Mop	1W
Sweep/Dust Mop Floors	1W
Vacuum Carpeted Floors	1W
Drinking Fountains & Sinks	2.5W
Sweep Stairways/Elevators/Handicap Lifts	1W
Remove Trash and Recyclables	1W
Low Dusting	2Y
High Dusting	1Y
Clean and Supply Restrooms/Toilet Areas/Locker Rooms	2.5W
Clean Doors	1W

Building #	Description **(Room Type)**	Estimat. SQ FT	Flooring Type
282	Admin	700	CONC/VCT
285	Admin	530	CONC
300	Admin	11,284	CPT/VCT
301	Comm/Area	3,000	VCT
302	Comm/Area	3,000	VCT
303	Gymnasium	11,284	CPT/VCT

304	Offices/Classroom	11,284	CPT/VCT
306	Comm/Area	4,000	VCT
310	Comm/Area	4,000	VCT
311	Offices	2,670	VCT
312	Admin Gen Purp	12,600	VCT/CPT
323	Classrooms / Common Area	11,284	CNL/CPT
331	Admin	2,500	VCT/CPT
340	Admin/classroom	41,508	VCT/CPT
342	Comm/Area	57,000	CONC
350	Admin/Classroom/DES	14,260	VCT/CPT
360	Comm/Area	3,000	VCT
361	Comm/Area	3,000	VCT
362	Comm/Area	3,000	VCT
363	Comm/Area	3,000	VCT
364	Comm/Area	3,000	VCT
370	Admin/Classroom	39,632	VCT/CPT
373	TEMF	33,024	CONC/VCT
390	Comm/Area	3,000	VCT
391	Comm/Area	3,000	VCT
392	Comm/Area	3,000	VCT
393	Comm/Area	3,000	VCT
394	Comm/Area	3,000	VCT
398	Laundry	2,400	CONC
490	AMSA	13,600	CONC
494	Office/warehouse	10,000	CPT
501	Chapel	7,200	CPT/HDWD
510	Admin/Gen Purp 62,000	62,000	CONC
514	Admin/Classroom	4,050	CONC/CPT
516	Admin/Storage	3,350	CONC
517	Admin/Classroom	41,902	VCT/CPT
520	Comm/Area/Sleep Area	12,000	VCT/CPT

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES
JANITORIAL SERVICES

City Facilities	Monthly Rate	Annual Cost
City Hall Wing, Civic Center, 100 Civic Plaza, including portable building located in Cultural Arts Center parking lot, **5-days per week service, Monday-Friday**	$3,180.00	$38,160.00
Cultural Arts Center Wing, Civic Center, 100 Civic Plaza, **5-days per week service, Monday-Saturday**	$2,100.00	$25,200.00
Library, 200 Civic Plaza (Community Room, Lobby, Main Restrooms, City Staff Offices), **6-days per week service, Monday-Sunday, except Friday**	$4,252.00	$51,024.00
Shannon Community Center, 11600 Shannon Avenue, **5-days per week service, Monday-Friday**	$2,149.00	$25,788.00
Senior Center, 7600 Amador Valley Blvd., **5-days per week service, Monday-Friday**	$1,947.75	$23,373.00
Heritage Center, 6600 Donlon Way, including Murray Schoolhouse and St. Raymond's Church, **3-days per week service (Murray Schoolhouse)** **1-day per week service (St. Raymond's Church)**	$567.00	$6,804.00
Dublin Heritage Park and Museum, 11285 Dublin Blvd., **5-days per week service, Monday-Friday**	$567.00	$6804.00
The Wave Aquatic Center, 4201 Central Pkwy **7-days per week service**	$4,400.00	$52,800.00
Corporation Yard, 5709 Scarlett Court, **3-days per week service, Mon, Wed, Friday**	$640.00	$7,680.00
Public Safety Complex (Police Services), 6361 Clark Ave, **6-days per week service, Monday-Saturday**	$2,800.00	$33,600.00
	TOTAL ANNUAL COST:	$271,233.00

Extra Services	Monthly Cost	Annual Cost
Daily Cleaning and disinfecting of high-touch areas at various City Facilities **5-days per week service, Monday-Friday**	$3,980.00	$47,760.00
Electrostatic Cleaning at various City Facilities **Monthly**	$3,988.00	$47,856.00
	TOTAL ANNUAL COST:	$95,616.00

Camp Parks Reserve Forces Training Area	Monthly Cost	Annual Cost
Office and training areas (Approximately 125,000 sf)	$21,000.00	$252,000.00
Tile floor maintenance	$2,308.00	$27,696.00
	TOTAL ANNUAL COST:	$279,696.00

Extra Work:
Rate for scheduled extra work at $21.50 per hour for a minimum of 2 hours for special events.

JANITORIAL SUPPLIES - COST
ALL FACILITIES

Estimated Quantity	Product/Description	Quantity Per Case	Case Price
125 cs	Toilet Tissue, 2-ply, 500 sheets/roll	80/500	$33.75
325 cs	Multifold Towels, bleached	16/250	$21.76
60 cs	40" x 48" or 40" x 46" Trash Liners, 1.8 mil or better	125	$36.50
70 cs	33" x 39" Trash Liners, 1.8 mil or better	150	$38.03
50 cs	24" x 23" Trash Liners (wastebasket liners) 0.4 mil or better	500	$22.73
30 cs	40" X 46" Clear Trash Liners 1.7 mil or better	150	$36.26
30 cs	33" x39" Clear Trash Liners 1.2 mil or better	250	$39.67
30 cs	24" x 23" Clear Trash Liners .35 mil or better	500	$24.50
40 cs	Toilet Seat Protectors	5000	$37.82
100 cs	Foam Hand Soap (based on 6 gal./case)	2/1200 ml	$58.35
10 cs	Sanitary Napkin Receptacle Liners Approx. 7½" x 3-3/4" x 10 ½"	500	$16.53

Please note, reimbursable expenses are built into rates as identified above.

Contractor shall notify City of any proposed increases to costs no later than 60 days prior to a new Fiscal Year (July 1 – June 30). Any changes to costs shall be approved in writing by the Public Works Maintenance Superintendent, or their designee. Any such annual increase shall be calculated based on the Consumer Price Index for All Urban Consumers (CPI-U) and shall not exceed 3%.

	Year 1	Year 2	Year 3	Total
City Facilities Services	$271,233.00	$279,370.00	$287,751.00	$838,354.00
Camp Parks RFTA Services & Supplies	$330,887.00	$340,813.61	$351,038.02	$1,022,738.63
Extra Services (Est.)	$25,000.00	$25,000.00	$25,000.00	$75,000.00
COVID Janitorial Services	$95,616.00	$98,484.48	$101,439.01	$295,539.49
Janitorial Supplies (Est.)	$53,817.50	$55,432.03	$57,094.99	$166,344.51
Totals	$776,553.50	$799,100.12	$822,323.02	$2,397,976.63

Invoices shall be submitted electronically to: pwinvoices@dublin.ca.gov no more than once monthly and as work is completed.

EXHIBIT C

CONFLICT OF INTEREST

Consultant confirms the ability to meet the City of Dublin's Conflict of Interest requirements as specified in the City's RFP.

Consultant is not aware of any recent, current or anticipated contractual obligations which will pose a potential conflict of interest with the work on this project. Consultant agrees that, for the term of this agreement, no member, officer or employee of the City of Dublin, or a public body within Alameda County or member of delegate to the Congress of the United States, during his/her tenure of for one year thereafter, shall have any direct interest in the contacts or any direct or material benefit arising therefrom.

Agenda Item 5.3

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Transportation Development Act Article 3 Pedestrian and Bicycle Project Funding for Fiscal Year 2024-25
Prepared by: Oliver Castillo, Assistant Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving the use of Transportation Development Act (TDA) Article 3 Pedestrian and Bicycle Project Funding for the construction of the Regional Street Mid-Block Crossing Improvement and pedestrian improvements along Amador Valley Boulevard, from the Iron Horse Regional Trail to Stagecoach Road.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2024-25 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding.

FINANCIAL IMPACT:

There is $286,445 in Transportation Development Act (TDA) Article 3 funds for Fiscal Year 2024-25 available to the City, which Staff proposes to use to partially fund construction costs for the Regional Street Mid-Block Crossing Improvement and for pedestrian improvements along Amador Valley Boulevard. The current cost estimates for the work on Regional Street and on Amador Valley Boulevard are $586,000 and $600,000, respectively. There are no matching fund requirements associated with TDA Article 3 funds. Additional funds needed to complete the project are available in the adopted Citywide Bicycle and Pedestrian Improvements Project, CIP No. ST0517. Once the Metropolitan Transportation Commission approves the use of the TDA Article 3 funds, Staff will reflect the funds in the budget.

DESCRIPTION:

The Mills-Alquist-Deddeh Act (Senate Bill 325) was enacted by the California Legislature to improve existing public transportation services and encourage regional transportation

coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans. The TDA funds a wide variety of transportation programs, including planning and program activities, pedestrian and bicycle facilities, community transit services, public transportation, and bus and rail projects.

TDA Article 3 funds are apportioned based on the population of a local jurisdiction. The funding distribution involves a three-step process: (1) apportionment, (2) allocation, and (3) payment. Annually, the Metropolitan Transportation Commission (MTC) determines the nine-county share of the anticipated TDA funding. Allocation to local jurisdictions is a discretionary action by MTC, which designates funds to a specific City or unincorporated County area for bicycle and pedestrian improvements. Payment is authorized by allocation instructions issued by MTC, which may call for payment in lump sum, in installments, or as funds become available.

To receive the allocation of TDA Article 3 funds, MTC requires the local jurisdiction to adopt a resolution that requests the allocation from funding that is already apportioned to that jurisdiction. MTC also requires that the resolution include specific findings and a copy of the TDA Article 3 Project Application Form, which are included as Attachment 1 to this report. The City Council previously adopted Resolution No. 69-21 on June 15, 2021, requesting the allocation of $188,038 in TDA funds, which are being used to fund the design phase of the Safe Routes to School – Safety and Access Improvements project. For the Fiscal Year 2024-25 allocation, Staff plans to use TDA funds for improvements on Regional Street and along Amador Valley Boulevard, as described below.

Regional Street Mid-Block Crosswalk Improvement
This project will install a mid-block crosswalk, a rectangular rapid-flashing beacon with bulbouts, sidewalk, driveway and ADA curb ramp upgrades, signing, and striping improvements on Regional Street between Dublin Boulevard and Amador Valley Boulevard. This project is one of the high-priority improvements identified in the Downtown Dublin Streetscape Plan and the Bicycle and Pedestrian Plan. The work will improve pedestrian visibility, safety, and access to various commercial destinations along Regional Street, and is part of the Citywide Bicycle and Pedestrian Improvements project, CIP No. ST0517.

Pedestrian Improvements along Amador Valley Boulevard
This project will remove the existing sidewalk along Amador Valley Boulevard from west of the Iron Horse Regional Trail to Stagecoach Road and replace it with a wider sidewalk (curb and gutter), upgrade the trail curb ramps and median refuge to current ADA standards, and install high visibility pedestrian crosswalk markings. This portion of the project will be constructed with the Green Stormwater Infrastructure project, CIP No. ST0121, but the improvements are funded through CIP No. ST0517.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. The proposed use of the TDA Article 3 funding for the Regional Street Mid-Block Crossing Improvement and pedestrian improvements along Amador Valley Boulevard was presented to the Alameda Countywide Bicycle and Pedestrian Advisory Committee on May 9, 2024.

ATTACHMENTS:

1) Resolution Approving a Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2024-25 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding
2) MTC Resolution No.4108 – TDA Article 3 Policies and Procedures
3) Citywide Bicycle and Pedestrian Improvement Project, CIP No. ST0517

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2024-25 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, titled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Dublin desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this Resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Dublin declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code.

BE IT FURTHER RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this Resolution, or that might impair the ability of the City of Dublin to carry out the project.

BE IT FURTHER RESOLVED, that the City of Dublin attests to the accuracy of and approves the statements in Attachment A to this Resolution.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Alameda County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

BE IT FURTHER RESOLVED, that the City Manager or designee is authorized to approve the budget change to add TDA Article 3 funds to Capital Improvement Program, Citywide Bicycle and Pedestrian Improvements, CIP No. ST0517 upon MTC's approval of the allocation of TDA Article 3 funds.

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Attachment A

Re: Approving Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2024-25 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

1. That the City of Dublin is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Dublin legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the City of Dublin has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Dublin within the prior five fiscal years.
8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.
9. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.
10. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).
11. That the City of Dublin agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

ATTACHMENT B

TDA Article 3 Project Application Form

1. **Agency**	City of Dublin		
2. **Primary Contact**	Oliver Castillo		
3. **Mailing Address**	100 Civic Plaza, Dublin, CA 94568		
4. **Email Address**	oliver.castillo@dublin.ca.gov	5. **Phone Number**	925-833-6630
6. **Secondary Contact** (in the event primary is not available)	Sai Midididdi		
7. **Mailing address** (if different) N/A☐	100 Civic Plaza, Dublin, CA 94568		
8. **Email Address**	Sai.midididdi@dublin.ca.gov	9. **Phone Number**	925-833-6630
10. **Send allocation instructions to** (if different from above):	N/A		
11. **Project Title**	Citywide Bicycle and Pedestrian Improvements, CIP No. ST0517		
12. **Amount requested**	$286,445	13. **Fiscal Year of Claim**	2024-25

14. **Description of Overall Project:**

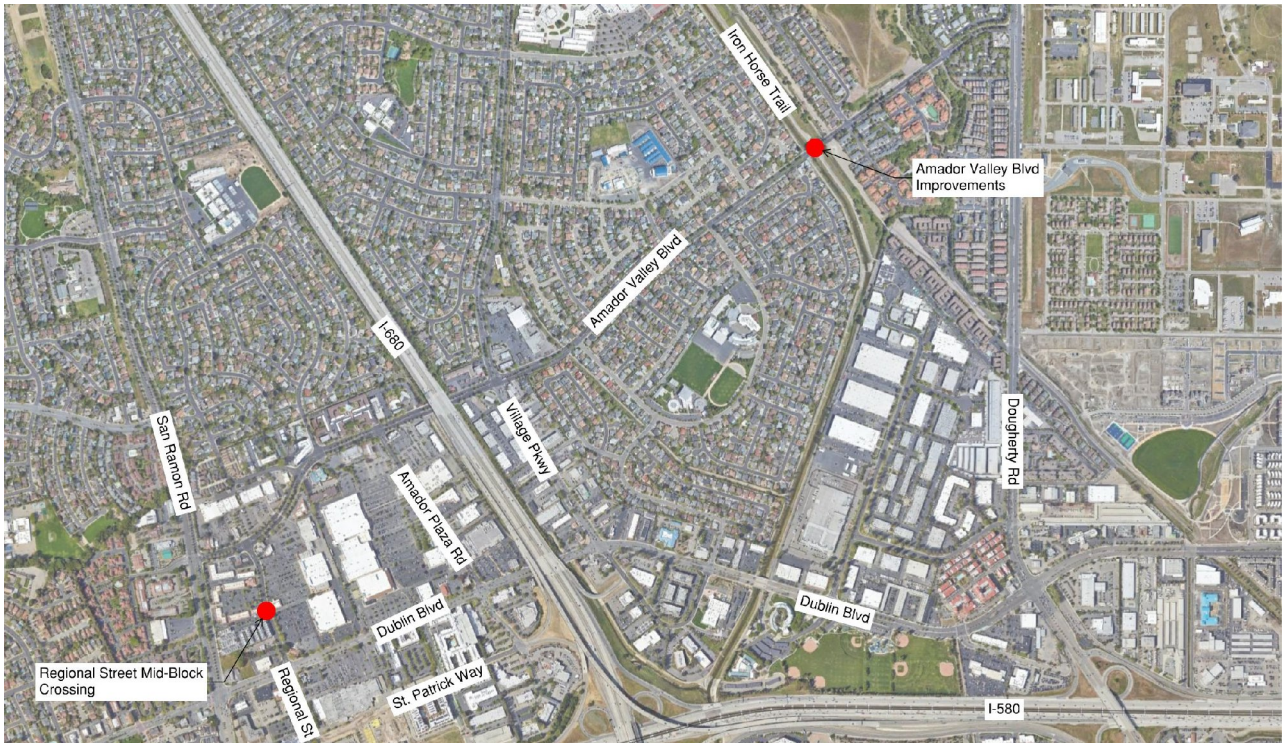
This project provides for the planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City of Dublin. This project will provide for the phased construction of the Regional Street Mid-Block Crosswalk and Amador Valley Boulevard Pedestrian Improvements and may be constructed with other CIP projects where there is opportunity.

15. **Project Scope Proposed for Funding:** (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

For Regional Street Mid-Block Crossing, a crosswalk will be installed with bulbouts on Regional Street between Dublin Boulevard and Amador Valley Boulevard. This project is one of the high-priority improvements identified in the Downtown Dublin Streetscape Plan and Dublin's Bicycle and Pedestrian plan. The project will improve pedestrian visibility, safety, and access to various commercial destinations along Regional Street.

For the Amador Valley Boulevard Improvements, the existing sidewalk along Amador Valley Boulevard from west of the Iron Horse Regional Trail to Stagecoach Road will be replaced with a wider sidewalk (curb and gutter), updated curb ramps, and high visibility pedestrian crossing.

16. **Project Location:** A map of the project location is attached or a link to an online map of the project location is provided below:



Project Relation to Regional Policies (for information only)

17. Is the project in an Equity Priority Community? Yes☐ No☒
18. Is this project in a Priority Development Area or a Transit-Oriented Community? Yes☒ No☐

(Only Regional Street Mid-Block Crossing is in a PDA and TOC)

19. **Project Budget and Schedule**

Project Phase	TDA 3	Other Funds	Total Cost	Estimated Completion (month/year)
Bike/Ped Plan				
ENV				
PA&ED				
PS&E				
ROW				
CON	286,445	899,555	1,186,000	December 2024
Total Cost	286,445	899,555	1,186,000	

Project Eligibility

A. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee? Yes☒ No☐

If "YES," identify the date and provide a copy or link to the agenda.
If "NO," provide an explanation).
Date of BPAC Meeting: May 9, 2024.
Agenda: May 9, 2024 BPAC Meeting Agenda

B. Has the project been approved by the claimant's governing body? Yes☒ No☐
If "NO," provide expected date:_____

C. Has this project previously received TDA Article 3 funding? Yes☐ No☒
(If "YES," provide an explanation on a separate page)

D. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? Yes☒ No☐

E. **1.** Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c), Existing Facility? Yes☒ No☐

2. If "NO" above, is the project is exempt from CEQA for another reason? Yes☐ No☐
Cite the basis for the exemption. _____
N/A☒

If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate.

F. Estimated Completion Date of project (month and year):
December 2024

G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement. Yes☒ No☐

H. Is a Complete Streets Checklist required for this project ? Yes☒ No☐
If the amount requested is over $250,000 or if the total project phase or construction phase is over $250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: https://mtc.ca.gov/planning/transportation/complete-streets

Contact Name	Oliver Castillo
Email Address	oliver.castillo@dublin.ca.gov
Contact Phone Number	925-833-6630
City/Jurisdiction/Agency (If your option is not listed, select "Other")	Dublin
County	Alameda
Is your project seeking regional discretionary funds or an endorsement?	Regional discretionary funding
Please include the name of the regional discretionary funding program that this project is seeking.	Transportation Development Act Article 3
Project Name/Title	Citywide Bicycle and Pedestrian Improvements
Project Area/ Location	Regional Street between Dublin Boulevard and Amador Valley Boulevard, Intersection of Amador Valley Boulevard and Iron Horse Trail
Project Area Map (Attach if applicable) Please save the file with the project name and the jurisdiction submitting checklist. Add the name of the file being uploaded below. Then Click Here to upload your file.	Citywide Bicycle and Pedestrian Improvements_Dublin
Project Description (2000 character limit). You may also attach additional project documents, cross sections, plan views or other supporting materials.	For Regional Street Mid-Block Crosswalk, a crosswalk would be installed with bulbouts on Regional Street between Dublin Boulevard and Amador Valley Boulevard. This project is one of the high-priority improvements identified in the Downtown Dublin Streetscape Plan and Dublin's Bicycle and Pedestrian plan. The project will improve pedestrian visibility, safety, and access to various commercial destinations along Regional Street. For the Amador Valley Improvements, the existing sidewalk along Amador Valley Boulevard from west of the Iron Horse Regional Trail to Stagecoach Road would be replaced with a wider sidewalk (curb and gutter), updated curb ramps, and high

	visibility pedestrian crossings. These improvements will be phased and may be constructed with other CIP projects where there is opportunity.
Please choose the project phase(s).	CON
Do you think your project qualifies for a Statement of Exception?	No

Topic: Bicycle, Pedestrian and Transit Planning

Does the project implement relevant plans, or other locally adopted recommendations?	Yes
Please provide details on plan recommendations affecting the project area, if any, with Plan adoption date. If the project is inconsistent with adopted plans, please provide explanation.	The City of Dublin's Bicycle and Pedestrian Plan was adopted by the City Council on January 10, 2023. Regional Street Mid-Block Crosswalk was identified as a Tier 1 (high priority) project. The proposed project will implement the Bicycle and Pedestrian Plan recommendations by installing the crosswalk with Rectangular Rapid Flashing Beacons, bulbouts, and ADA compliant curb ramps.
Does the project area contain segments of the regional Active Transportation (AT) Network? [See MTC's AT Network map here]	Yes
If yes, describe the how project adheres to the National Association of City Transportation Official's (NATCO's) "Designing for All Ages & Abilities Contextual Guidance for High-Comfort Bicycle Facilities" and/or the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way."	The curb ramps and pedestrian improvements that will be constructed with the project will comply to PROWAG and ADA standards.

Is the the project on a known High Injury Network (HIN) or has a local traffic safety analysis found a high incidence of bicyclist/ pedestrian-involved crashes within the project area?	Yes
Please summarize the traffic safety conditions and describe the project's traffic safety measures. The Bay Area Vision Zero System may be a helpful resource.	On Regional Street, there is a fair amount of vehicular traffic traversing through the corridor, as it connects two arterials in the City, Dublin Boulevard and Amador Valley Boulevard. Additionally, retail and commercial uses on both sides of Regional Street generate pedestrian activity, resulting in crossings that occur outside of the established crosswalks at Amador Valley Boulevard and Dublin Boulevard. The installation of RRFBs and crosswalk will alert drivers of pedestrians who are crossing Regional Street. Iron Horse Trail is heavily used by pedestrians and bicyclists as a way to exercise and/or commute to work or school. The trail intersects with Amador Valley Boulevard which is a corridor that is used to provide access to 3 schools in the area. The project will upgrade and widen sidewalks on Amador Valley Boulevard adjacent to the Iron Horse Trail, in addition to providing ADA compliant curb ramps at the intersection with Amador Valley Boulevard.
Does the the project seek to improve conditions for people biking, walking and/or rolling? If the project includes a bikeway, was a Level of Traffic Stress (LTS), or similar user experience analysis conducted?	Yes
Describe how project seeks to provide low-stress transportation facilities or reduce a facility's LTS.	On Regional Street, the project will establish a crosswalk with RRFBs, which will make pedestrians more visible to vehicles. The crosswalk will provide an established crossing between commercial and retail uses, and pedestrians won't have to jaywalk or walk to adjacent signalized intersections. Along Amador Valley Boulevard near the Iron Horse Trail, the sidewalks will be widened and ADA compliant curb ramps will be installed.
A. Are there existing public transit facilities (stop or station) in the project area?	No
B. Have all potentially affected transit	No

agencies had the opportunity to review this project? If yes, please save the email from transit operator(s) below.	
C: Is there a MTC Mobility Hub (map) within the project area?	No
If applicable, please describe the pedestrian focused improvements and cite the design standards used (links to standards are not needed).	The pedestrian focused improvements at both locations (Regional Street and Amador Valley Blvd/Iron Horse Trail) follow the standards established in the City of Dublin Bicycle and Pedestrian Engineering and Design Guide, as well as ADA Standards.
If applicable, please provide the class designation for bikeways included in the project and cite the design standards used.	At Regional Street, there are existing Class IIB Bike Lanes, which will follow the City of Dublin Bicycle and Pedestrian Engineering and Design Guide. At Amador Valley Boulevard/Iron Horse Trail, there is an existing Class II Bike Lane along Amador Valley Boulevard and Iron Horse Trail is a Class I facility. The project will follow the City of Dublin and Pedestrian Engineering and Design Guide.
Will the project improve active transportation in an Equity Priority Community (EPC)?	No
Please list census tracts that are designated as EPCs and affected by this project.	N/A
Has a local (city or county) Bicycle and Pedestrian Advisory Commission (BPAC) reviewed this Checklist? The Checklist will begin MTC review once the BPAC meeting has occurred.	The submission of this checklist will be reviewed by the BPAC.
Please provide the meeting date(s).	May 9, 2024
Compliance and Exemption	
Please check below if Yes. If no, complete the Statement of Exception.	Yes

If Yes, this Checklist is complete and the rest of the form can be skipped. If No, please fill out the Statement of Exception section.	
Has a local (city or county) Bicycle and Pedestrian Advisory Commission (BPAC) reviewed this Checklist? The CS Checklist will begin review once the BPAC meeting notes are included in this form.	The Checklist is being submitted to send to the BPAC for review.

Date: June 26, 2013
W.I.: 1514
Referred By: PAC
Revised: 02/24/16-C
12/16/20-C

ABSTRACT

Resolution No. 4108, Revised

This resolution establishes policies and procedures for the submission of claims for Article 3 funding for pedestrian and bicycle facilities as required by the Transportation Development Act in Public Utilities Code (PUC) Section 99401.(a). Funding for pedestrian and bicycle projects is established by PUC Section 99233.3.

This resolution supersedes MTC Resolution No. 875, Revised commencing with the FY2014-15 funding cycle.

This resolution was revised on February 24, 2016 to make pedestrian safety education projects eligible for funding, in accordance with recent state law changes.

This resolution was revised on December 16, 2020 to add quick builds and separated bikeways as eligible project types and make other minor updates.

Further discussion of these procedures and criteria are contained in the Programming and Allocations Summary Sheet dated June 12, 2013 February 10, 2016, and December 9, 2020.

Date: June 26, 2013
W.I.: 1514
Referred By: PAC

RE: Transportation Development Act, Article 3. Pedestrian and Bicycle Projects.

METROPOLITAN TRANSPORTATION COMMISSION

RESOLUTION NO. 4108

WHEREAS, the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., requires the Transportation Planning Agency to adopt rules and regulations delineating procedures for the submission of claims for funding for pedestrian and bicycle facilities (Article 3, PUC Section 99233.3); state criteria by which the claims will be analyzed and evaluated (PUC Section 99401(a); and to prepare a priority list for funding the construction of pedestrian and bicycle facilities (PUC Section 99234(b)); and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the Transportation Planning Agency for the San Francisco Bay Region, adopted MTC Resolution No. 875 entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects", that delineates procedures and criteria for submission of claims for Article 3 funding for pedestrian and bicycle facilities; and

WHEREAS, MTC desires to update these procedures and criteria commencing with the FY2014-15 funding cycle, now therefore be it

RESOLVED, that MTC adopts its policies and procedures for TDA funding for pedestrian and bicycle facilities described in Attachment A ; and be it further

RESOLVED, that the prior policy governing allocation of funds contained in Resolution No. 875 is superseded by this resolution, effective with the FY 2014-15 funding cycle.

METROPOLITAN TRANSPORTATION COMMISSION

Amy Rein Worth, Chair

The above resolution was approved by the
Metropolitan Transportation Commission
at a regular meeting of the Commission held
in Oakland, California, on June 26, 2013.

TRANSPORTATION DEVELOPMENT ACT, ARTICLE 3, PEDESTRIAN/BICYCLE PROJECTS
Policies and Procedures

Eligible Claimants

The Transportation Development Act (TDA), Public Utilities Code Sections 99233.3 and 99234, makes funds available in the nine-county Metropolitan Transportation Commission (MTC) Region for the exclusive use of pedestrian and bicycle projects. MTC makes annual allocations of TDA Article 3 funds to eligible claimants after review of applications submitted by county coordinator which may be the county, County Transportation Agency (CTA) or Congestion Management Agency (CMA) of the county.

All cities and counties in the nine counties in the MTC region are eligible to claim funds under TDA Article 3. Joint powers agencies composed of cities and/or counties are also eligible provided their JPA agreement allows it to claim TDA funds.

Application

1. The county coordinator will be responsible for developing a program of projects not more than annually, which they initiate by contacting the county and all cities and joint powers agencies within their jurisdiction and encouraging submission of project applications.

2. Claimants will send one or more copies of project applications to the county coordinator (see "Priority Setting" below).

3. A project is eligible for funding if:

    a. The project sponsor submits a resolution of its governing board that addresses the following six points:
    1. There are no legal impediments regarding the project.
    2. Jurisdictional or agency staffing resources are adequate to complete the project.
    3. There is no pending or threatened litigation that might adversely affect the project or the ability of the project sponsor to carry out the project.
    4. Environmental and right-of-way issues have been reviewed and found to be in such a state that fund obligation deadlines will not be jeopardized.
    5. Adequate local funding is available to complete the project.

6. The project has been conceptually reviewed to the point that all contingent issues have been considered.

b. The funding requested is for one or more of the following purposes:
1. Construction and/or engineering of a bicycle or pedestrian capital or quick build projects.
2. Maintenance of a Class I shared-use path and Class IV separated bikeways.
3. Bicycle and/or pedestrian safety education program (no more than 5% of county total).
4. Development of a comprehensive bicycle or pedestrian facilities plans (allocations to a claimant for this purpose may not be made more than once every five years).
5. Restriping Class II bicycle lanes and buffered bicycle lanes.
Refer to Appendix A for examples of eligible projects.

c. The claimant is eligible to claim TDA Article 3 funds under Sections 99233.3 or 99234 of the Public Utilities Code.

d. If it is a Class I, II, III, or IV bikeway project, it must meet the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual (Available via Caltrans website); or if it is a pedestrian facility, it must meet the mandatory minimum safety design criteria published in Chapter 100 of the California Highway Design Manual. Funds may not be used for Class III projects on arterials or streets with posted speed limits above 25 mph.

e. The project is ready to implement and can be completed within the three-year eligibility period.

f. *If* the project *includes construction, that it* meets the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.) and project sponsor submits an environmental document that has been stamped by the County Clerk within the past three years.

g. A jurisdiction agrees to maintain the facility. If the project is a quick build project, the jurisdiction agrees to maintain the project until permanent improvements are implemented. If the project is removed before such time, justification shall be provided to MTC.

h. The project is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.

Priority Setting

1. The county coordinator shall create a process for establishing project priorities in order to prepare an annual list of projects being recommended for funding.

2. Each county and city is required to have a Bicycle and Pedestrian Advisory Committee (BPAC) or equivalent body review and prioritize TDA Article 3 bicycle and pedestrian projects and to participate in the development and review of comprehensive bicycle pedestrian, or active transportation plans. BPACs should be composed of both bicyclists and pedestrians.

   A city BPAC shall be composed of at least 3 members who live or work in the city. More members may be added as desired. They will be appointed by the City Council. The City or Town Manager will designate staff to provide administrative and technical support to the Committee.

   An agency can apply to MTC for exemption from the city BPAC requirement if they can demonstrate that the countywide BPAC provides for expanded city representation.

   A countywide BPAC shall be composed of at least 5 members who live or work in the county. More members may be added as desired. The countywide agency will appoint BPAC members. The county or congestion management agency executive/administrator will designate staff to provide administration and technical support to the Committee.

3. All proposed projects shall be submitted to the county coordinator for evaluation/prioritization. Consistent with the county process, the Board of the county coordinator will adopt the countywide list and forward it to MTC for approval.

4. The county coordinator will forward to MTC a copy of the following:

   a) Applications for the recommended projects, including a governing body resolution, stamped environmental document, and map for each, as well as a cover letter stating the total amount of money being claimed; *and confirmation that each project meets Caltrans' minimum safety design criteria and can be completed before the allocation expires.*

   b) The complete priority list of projects with an electronic version to facilitate grant processing.

   c) A resolution of the county coordinator approving the priority list and authorizing the claim.

MTC Staff Evaluation

MTC Staff will review the list of projects submitted by each county. If a recommended project is eligible for funding, falls within the overall TDA Article 3 fund estimate level for that county, and has a completed application, staff will recommend that funds be allocated to the project.

Allocation

The Commission will approve the allocation of funds for the recommended projects. The County Auditor will be notified by allocation instructions to reserve funds for the approved projects. Claimants will be sent copies of the allocation instructions and funds should be invoiced in accordance with the "Disbursement" section below.

Eligible Expenditures

Eligible expenditures may be incurred from the start of the fiscal year of award plus two additional fiscal years. Allocations expire at the end of third fiscal year following allocation. For example, if funds are allocated to a project in October 2021, a claimant may be reimbursed for eligible expenses that were incurred on or after July 1, 2021. The allocation expires on June 30, 2024 and all eligible expenses must be incurred before this date. All disbursement requests should be submitted by August 31, 2024.

Disbursement

1. The claimant shall submit to MTC the following, no later than two months after the grant expiration date:

   a) A copy of the allocation instructions along with a dated cover letter referring to the project by name, dollar amount and allocation instruction number and the request for a disbursement of funds;

   b) Documents showing that costs have been incurred during the period of time covered by the allocation.

   c) With the final invoice, the claimant shall submit a one paragraph summary of work completed with the allocated funds. This information may be included in the cover letter identified in bullet "a" above and is required before final disbursement is made.

Reimbursement requests should be emailed to acctpay@bayareametro.gov.

2. MTC will approve the disbursement and, if the disbursement request was received in a timely fashion and the allocation instruction has not expired, been totally drawn down nor been rescinded, issue an authorization to the County Auditor to disburse funds to the claimant.

Rescissions and Expired Allocations

Funds will be allocated to claimants for specific projects, so transfers of funds to other projects sponsored by the same claimant may not be made. If a claimant has to abandon a project or cannot complete it within the time allowed, it should ask the county or congestion management agency to request that MTC rescind the allocation. Rescission requests may be submitted to and acted upon by MTC at any time during the year. Rescinded funds will be returned to the county's apportionment.

Allocations that expire without being fully disbursed will be disencumbered in the fiscal year following expiration. The funds will be returned to county's apportionment and will be available for allocation.

Fiscal Audit

All claimants that have received a disbursement of TDA funds are required to submit an annual certified fiscal and compliance audit for that fiscal year to MTC and to the Secretary of Business and Transportation Agency within 180 days after the close of the fiscal year, in accordance with PUC Section 99245. Article 3 applicants need not file a fiscal audit if TDA funds were not disbursed (that is, reimbursed by MTC) during a given fiscal year. Reimbursement may cover eligible expenditures from a previous fiscal year. Failure to submit the required audit for any TDA article will preclude MTC from making a new Article 3 allocation. For example, a delinquent Article 4.5 fiscal audit will delay any other TDA allocation to the city/county with an outstanding audit. Until the audit requirement is met, no new Article 3 allocations will be made.

TDA Article 3 funds may be used to pay for the fiscal audit required for this funding.

Appendix A: Examples of Eligible Projects

Below are some examples of eligible projects. If you have questions about whether a proposed project is eligible for funding, please contact the MTC Program Coordinator.

1. Projects that eliminate or improve an identified problem area (specific safety hazards such as high-traffic narrow roadways or barriers to travel) on routes that would otherwise provide relatively safe and direct bicycle or pedestrian travel use. For example, restriping or parking removal to provide space for bicycles; a bicycle/pedestrian bridge across a stream or railroad tracks on an otherwise useful route; a segment of multi-purpose path to divert young bicyclists from a high traffic arterial; a multi-purpose path to provide safe access to a school or other activity center; replacement of substandard grates or culverts; adjustment of traffic-actuated signals to make them bicycle sensitive. Projects based on NACTO (National Association of City Transportation Officials) guidance or similar best practices guidance.

2. Roadway improvements or construction of a continuous interconnected route to provide reasonably direct access to activity centers (employment, educational, cultural, recreational) where access did not previously exist or was hazardous. For example, development of multi-purpose paths on continuous rights-of-way with few intersections (such as abandoned railroad rights-of-way) which lead to activity centers; an appropriate combination of shared-use paths (Class I), bike lanes (Class II), Class III, or separated bikeways (Class IV)

3. Secure bicycle parking facilities, especially in high use activity areas, at transit terminals, and at park-and-ride lots. Desirable facilities include lockers, sheltered and guarded check-in areas; self-locking sheltered racks that eliminate the need to carry a chain and racks that accept U-shaped locks.

4. Other provisions that facilitate bicycle/transit trips and walk/transit. For example, bike racks on buses, paratransit/trailer combinations, and bicycle loan or check-in facilities at transit terminals, bus stop improvements, wayfinding signage.

5. Maintenance of multiple purpose pathways that are closed to motorized traffic or for the purposes of restriping Class II bicycle lanes (provided that the total amount for Class II bicycle lane restriping does not exceed twenty percent of the county's total TDA Article 3 allocation).

6. Funds may be used for construction and plans, specification, and estimates (PS&E) phases of work. Funds may be used for quick build projects. Quick build projects are interim capital improvements that are built with durable, low to moderate cost material to immediately address pedestrian and bicycle needs until capital upgrades are possible. Project level environmental, planning, and right-of-way phases are not eligible uses of funds.

7. Projects that enhance or encourage bicycle or pedestrian commutes, including Safe Routes to Schools projects.

8. Projects that address bicycle and pedestrian safety such as those in the Local Roadway Safety Manual. Intersection safety improvements including protected intersections, bulb-outs/curb extensions, transit stop extensions, installation of pedestrian countdown or accessible pedestrian signals, or pedestrian signal timing adjustments. Striping high-visibility crosswalks or advanced stop-back lines, where warranted.

9. Purchase and installation of pedestrian traffic control devices, such as High-intensity Activated crossWalK (HAWK) beacons, rectangular rapid flashing beacons (RRFB), or pedestrian safety "refuge" islands, where warranted.

10. The project may be part of a larger roadway improvement project as long as the funds are used only for the bicycle and/or pedestrian component of the larger project.

11. Bicycle and Pedestrian Safety Education Programs. Up to five percent of a county's Article 3 fund may be expended to supplement monies from other sources to fund public bicycle and pedestrian safety education programs and staffing.

12. Comprehensive Bicycle and Pedestrian Facilities Plan. Funds may be allocated for these plans (emphasis should be for accommodation of bicycle and walking commuters rather than recreational uses). A city or county may not receive allocation*s* for these plans more than once every five years. Environmental documentation and approval necessary for plan adoption is an eligible expense.

Number	ST0517	CITYWIDE BICYCLE AND PEDESTRIAN IMPROVEMENTS	Program	STREETS

PROJECT DESCRIPTION

This project includes planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City, including pedestrian/bicycle bridges. This project includes design and construction of improvements recommended in the Bicycle and Pedestrian Plan.

The project includes an update to the ADA Transition Plan. The plan update will include a review of City buildings, parks, and rights-of-way. The ADA Transition Plan update will be funded by General Fund. It is anticipated that the ADA Transition Plan update will be completed in 2023.

An update of the Bicycle and Pedestrian Plan was adopted by City Council on January 10, 2023.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

			2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits	$66,995	$64,185	$30,160	$30,160				$191,500
9200	Contract Services	$659,402	$398,948	$222,350	$302,350				$1,583,050
9400	Improvements	$1,636,757	$1,145,899	$390,988	$390,988				$3,564,632
9500	Miscellaneous	$768	$29,190	$9,730	$9,730				$49,418
TOTAL		**$2,363,921**	**$1,638,223**	**$653,228**	**$733,228**				**$5,388,600**

FUNDING SOURCE		**PRIOR YEARS**	**2022-2023 BUDGET**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
1001	General Fund	$387,008	$365,992	$105,000	$105,000				$963,000
2203	Transportation Development Act	$192,683	$17,317						$210,000
2204	Measure B Sales Tax - Local Streets Fund	$509,900	$100						$510,000
2205	Measure B Sales Tax - Bike & Pedestrian Fund	$142,900							$142,900

FUNDING SOURCE		PRIOR YEARS	2022-2023 BUDGET	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS
2214	Measure BB Sales Tax - Local Streets Fund	$911,600	$280,000	$280,000	$280,000				$1,751,600
2215	Measure BB Sales Tax - Bike & Pedestrian Fund	$219,830	$113,814	$268,228	$348,228				$950,100
2212	Vehicle Registration Fee		$726,000						$726,000
2217	Measure BB Grants		$135,000						$135,000
TOTAL		**$2,363,921**	**$1,638,223**	**$653,228**	**$733,228**				**$5,388,600**

ANNUAL OPERATING IMPACT								

Agenda Item 5.4

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Contract Instructor Services Agreements with Squad Estates dba Skyhawks Tri-Valley East Bay and Akshay Arora dba Arora Tennis and Fitness
Prepared by: Brian Spiller, Recreation Coordinator

EXECUTIVE SUMMARY:

The City Council will consider approving Contract Instructor Services Agreements with Squad Estates dba Skyhawks Tri-Valley East Bay and Akshay Arora dba Arora Tennis and Fitness for Recreation Services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay for Recreation Services; and adopt the **Resolution** Approving a Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness for Recreation Services.

FINANCIAL IMPACT:

Under the proposed agreement with Squad Estates dba Skyhawks Tri-Valley East Bay, the City retains 40% of fee revenue, and the remaining is passed through to the contractor. Under the proposed agreement with Akshay Arora dba Arora Tennis, the City retains 30% of fee revenue from private and semi-private tennis lessons and 40% from group lessons, and the remaining is passed through to the contractor.

DESCRIPTION:

The Parks and Community Services Department regularly engages independent contractors to deliver recreational activities and programs to the community. Upon acceptance of a proposal, Staff works with the contractor to determine the specifics of the activity, facility availability, participant minimums and maximums, and participant age ranges. All contractors set their prices and schedules for activities or programs.

Squad Estates dba Skyhawks Tri-Valley East Bay and Akshay Arora dba Arora Tennis have submitted proposals to provide classes and programs for terms beginning July 1, 2024 and ending on June 30, 2026. Both contractors have provided services to the City of Dublin for several years, and Staff has received positive feedback from participants regarding their activities.

As the pass-through payments to the contractors will likely exceed the City Manager's purchasing limit of $45,000, these agreements require City Council Approval.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving a Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay for Recreation Services
2) Exhibit A to the Resolution – Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay
3) Resolution Approving a Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness for Recreation Services
4) Exhibit A to the Resolution – Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A CONTRACT INSTRUCTOR SERVICES AGREEMENT WITH SQUAD ESTATES DBA SKYHAWKS TRI-VALLEY EAST BAY FOR RECREATION SERVICES

WHEREAS, the Parks and Community Services Department receives and approves proposals from independent contractors who are interested in providing recreational activities or programs to the Dublin community; and

WHEREAS, Staff has reviewed and accepted a proposal from Squad Estates dba Skyhawks Tri-Valley East Bay to provide sport classes and camps through the City of Dublin; and

WHEREAS, Staff has negotiated terms with Squad Estates dba Skyhawks Tri-Valley East Bay for an agreement that will begin on July 1, 2024, and end on June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve a Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay for Recreation Services.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement and approve payments over $45,000 for the term of the Agreement, attached hereto as **Exhibit A**.

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

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR CONTRACT INSTRUCTOR SERVICES

This Agreement for Contract Instructor Services ("Agreement") is made and entered into as of the 1st day of July, 2024 by and between the City of Dublin, a municipal corporation of the State of California ("City") and Squad Estates DBA Skyhawks Tri Valley East Bay ("Contractor"), a sole proprietorship in the State of California (collectively, the "Parties"). In consideration of their mutual covenants, the Parties hereto agree as follows:

1. Scope of Work. The Parties acknowledge that Contractor possesses experience and knowledge of value to the City and, as such, enter into this Agreement for specialized services. Subject to the terms and conditions of this Agreement, the Contractor shall provide the following ("Services"):

[SEE "EXHIBIT A" FOR DESCRIPTION OF SERVICES]

2. Performance of Services. Contractor has the right and power to control how the Services provided under this Agreement will be performed by the Contractor and its employees, agents, or representatives. Contractor shall direct the means, manner, and method by which the Services under this Agreement will be performed, without interference from the City as to the mode of accomplishing or effectuating the performance of Services. Contractor may, at its own expense, retain the services of third-parties in performing the Services under this Agreement, unless doing so would result in a material breach of any provision contained herein.

3. Payment Terms. For the services described in Section 1 above, the City agrees to pay Contractor 60% of the resident rate of onsite courses for each participant, or, 70% of the resident rate of offsite/virtual courses for each participant, which amount shall include all expenses. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person (reasonable quality control and assurance work as generally recognized as an acceptable practice in this field is expected). Contractor understands that any time a participant requests a refund or credit, that amount will be reduced from the gross revenue on which Contractor's payment is calculated. Contractor understands and agrees that Contractor will complete and submit a Contract Contractor Course Proposal Form for each session that courses will be offered. Submitting a proposal does not guarantee that the course, program or activity will be added to the City's public recreation offerings. Session dates may be altered from time to time at the City's discretion. City, at its sole discretion, will accept or reject Contractor's proposal and collaborate with Contractor in finalizing a session schedule. When each session schedule is finalized, the City will produce a Schedule Summary. Final Schedule Summaries will be incorporated herein by this reference as if set forth in full.

At the end of each session, the City shall pay Contractor for services rendered. The City will issue payment to Contractor within 30 business days after services are complete. Prior to City processing payment, Contractor shall submit course attendance sheets and completed evaluation forms, if applicable, to the Parks and Community Services Department within five working days upon completion of service.

4. Location of Work. Due to the nature of work and subject to the terms and conditions of this Agreement, the City and Contractor agree that Contractor will provide services and/or class instruction (check all that apply):

☐ **Offsite:** At his/her/their own facility, located off-premises from any City-owned facility located at _____.
(Street, City, Zip Code)

☒ **Onsite:** At a City-owned facility.

☒ **Other:** _____Virtual_____.
(Please Describe)

5. Expenses. Except as otherwise specified in this Agreement or mutually agreed upon by the Parties, the Contractor shall be responsible for all the necessary costs and expenses incurred in connection with the performance of the Services under this Agreement. This may include, but is not limited to, supplies, software, subscriptions, working spaces, equipment, operating costs, business costs, licenses, registrations, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that is made in connection with the Services provided Contractor.

6. Term. Contractor's engagement with the City, and the terms and conditions of this Agreement, shall be effective as of July 1st 2024 ("Effective Date") and shall terminate on June 30th 2026.

7. Termination. This Agreement may be terminated by either Party upon sixty (60) days of prior written notice, or as mutually agreed upon in writing by both Parties. At the time of termination, Contractor agrees to return all the City property in Contractor's possession including, but not limited to, any documents, materials, and other proprietary information belonging to the City, in both physical and electronic form. The City shall issue a final payment to Contractor for all Services provided and due as of the date of termination.

If either Party materially breaches any term of this Agreement, in addition to any other remedies at law or equity, the other Party may terminate the Agreement if such breach is not cured within ten (10) days after written notice of such breach is given.

In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without written notice to the Contractor.

By signing this Agreement, Contractor agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, et seq.

8. Relationship of Parties. It is understood by the Parties that, under the code of the Internal Revenue Service (IRS) and applicable law, the Contractor is an independent contractor with respect to the City. Therefore, the Parties agree and acknowledge that neither the Contractor, or any of its employees, subcontractors, volunteers, or agents (collectively, "Representatives") are employed by the City. Furthermore, at all times during the term of this Agreement, the Contractor and its Representatives shall have no authority, express or implied, to bind the City to any obligation whatsoever. Notwithstanding any other state or federal law to the contrary, the Contractor and its Representatives shall not qualify for, or become entitled to any compensation, benefit, except as specified in this Agreement, or any incident of employment with the City. In its capacity as an independent contractor, Contractor agrees and represents that:

(i) Contractor has the right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed;
(ii) Contractor maintains all necessary licenses, registrations, permits, and certifications required to perform the Services under this Agreement;
(iii) Contractor sets its own hours and maintains a business location that is separate from the business or work location of the City;
(iv) Contractor is customarily engaged in an independently established business providing the same or similar services as provided by this Agreement;
(v) Contractor has the ability to contract with other businesses to provide the same or similar services as provided by this Agreement, without restriction from the City;
(vi) Contractor holds itself out to the public as available to provide the same or similar services;
(vii) Contractor provides its own tools, equipment, software, programs, and any other supplies necessary to perform the Services;
(viii) Contractor can negotiate its own rates;
(ix) Contractor has the right to hire assistants, retain subcontractors, or utilize employees to provide the services required under this Agreement;

(x) Contractor shall be solely responsible for the payment of payroll taxes and any unemployment compensation on behalf of their employees and personnel;

(xi) Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees and, if Contractor hires employees to perform any work under this Agreement, Contractor agrees to grant workers' compensation coverage to the extent required by law.

By initialing below, Contractor agrees and acknowledges that Contractor has reviewed the enumerated list contained in Section 8. Contractor further agrees and acknowledges that everything listed in subsections (i) through (xi) above is true and accurate.

DS

Initial

9. Non-Exclusivity. It is contemplated that the relationship between the Contractor and the City shall be a non-exclusive one. Contractor has the right and ability to perform services for other business entities, organizations, and/or individuals, without restriction from the City, except where matters may arise as to confidentiality and conflicts of interest.

10. Indemnification. Contractor will defend and indemnify the City and its officers, directors, managers, employees, agents, and representatives ("Affiliates") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims related to sexual abuse or molestation, and Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of the City and its Affiliates.

11. Insurance. Where necessary to perform the Services under this Agreement, Contractor, at its sole cost and expense, shall procure and maintain for the duration of the Agreement the types and amounts of insurance listed below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor and its Representatives. Contractor will obtain and maintain policies of commercial general liability insurance and automobile liability insurance, and worker's compensation insurance and/or sexual abuse and molestation liability insurance, if applicable, from an insurance company authorized to transact the business of insurance in the State of California. The insurance requirements are as follows:

(i) Commercial General Liability: Insurance plan, at least as broad as Insurance Services Office Form CG 0001 (most recent edition), with an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and sexual abuse and molestation with limits no less than $1,000,000 per occurrence.

(ii) Automobile Liability: Contractor shall maintain a current and valid Automobile Insurance Policy at or above the minimum level required by the State of California for any and all vehicles used to perform the Services under this Agreement.

(iii) Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. Proof of workers' compensation insurance is applicable if Contractor has employees other than self. If Contractor does not have employees other than self, Contractor shall submit a completed "No Employees Declaration Form" provided by the City.

(iv) Sexual Abuse or Molestation (SAM) Liability: If the Commercial General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence.

The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City by certified mail. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-:VII. The City of Dublin and its elected officials, officers, employees, agents, and volunteers must be named as additional insureds on commercial general liability insurance, automobile liability insurance, and sexual abuse or molestation liability insurance, if applicable. Contractor's insurance coverage will be primary insurance with respect to City and its elected officials, officers, employees, agents, and volunteers. The insurance policies must include a waiver of all rights of subrogation against the City, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Contractor for the City (including workers' compensation insurance, if applicable). Any insurance or self-insurance maintained by the City will be in excess of Contractor's insurance and not contributory with it. Contractor will furnish certificates of insurance and endorsements to City prior to City's execution of this Agreement. This Agreement is expressly contingent upon the insurance requirements being met, and this Agreement shall not be complete and no work may commence until Contractor has provided adequate proof of insurance. 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 modify these requirements, and reserves the right to require complete copies of all required insurance policies at any time.

12. **Nondiscrimination and Equal Opportunity**. The Parties 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 applicant for any services or programs provided under this Agreement.

13. **Mandated Reporting**. Contractor recognizes and acknowledges that persons under the age of 18 may participate in classes/activities to be conducted by Contractor pursuant to this Agreement. Contractor further recognizes and acknowledges that if any person under the age of 18 does, in fact, participate in said classes/activities, then Contractor is deemed to be a "Mandated Reporter" pursuant to the California Child Abuse and Neglect Reporting Act (Penal Code §§ 11164-11174.3) ("CANRA"). Concurrently with the execution of this Agreement and pursuant to Penal Code section 11166.5, Contractor has been provided with, and has executed, an Acknowledgement of Mandated Requirements, Receipt of Training, and Receipt of Penal Code Statutes, which acknowledgement shall be maintained by the City during the term of this Agreement.

If the Contractor has employees, subcontractors, volunteers, and agents, and those employees, subcontractors, volunteers, and agents will come into contact with minors on a regular basis, those employees must also follow the Mandated Reporter requirements. Contractors who have employees will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

14. **TB Test Requirements**. If the Services include contact with minors, Contractor shall produce a certificate, issued by a licensed physician or other authorized agency, showing that within the last two years the Contractor has been examined and has been found to be free of communicable tuberculosis (TB). If the Contractor has employees, those employees must also follow the TB requirements set forth in this Agreement. Contractors who have employees, subcontractors, volunteers, and agents will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

15. **Fingerprint Requirements**. If class/program is open to youth under the age of 18 years, Contractor and any of its employees, subcontractors, volunteers, and agents of the Contractor agrees to fulfill all fingerprint/background checks prior to the first class. Contractor and the Contractor's employees, subcontractors, volunteers, and agents, if any, are not eligible to work until the clearance is received from the Department of Justice and Contractor has been notified by a Parks & Community Services Department representative.

16. **Transporting Participants**. Contractor or any of its employees, subcontractors, volunteers, and agents shall not transport any participant in his/her own vehicle. Transportation is the responsibility of the program participant.

17. **Mutual Representations and Warranties.** Both the City and Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

18. **No Implied Waiver of Breach.** The waiver of performance or 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.

19. **Notice.** Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by certified or registered mail, return receipt requested, to the addresses provided below or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

City	Contractor
Linda Smith City Manager 100 Civic Plaza Dublin CA 94568 (925) 833-6650	Sergio Parra - Squad Estates DBA Skyhawks Tri Valley East Bay 1222 136th Avenue San Leandro CA 94578 (925) 339-6859

20. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

21. **Disputes.** All disputes arising out of this agreement shall be submitted to final and binding arbitration in accordance with the rules of the American Arbitration Association. The dispute shall be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

22. **Governing Law and Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action will 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. The laws of the State of California will govern this Agreement.

23. **Integration and Amendments.** This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral as of the Effective Date. The Parties may amend this Agreement if mutually agreed upon in writing.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date.

CITY OF DUBLIN:

BY: _____
SIGNATURE

_____
NAME

DATE: _____

CONTRACTOR:

BY: DocuSigned by: ECFEECC2E04A4BC... _____
SIGNATURE

Sergio Parra
NAME

DATE: 5/13/2024

3629050.1

Attest:

_____
Marsha Moore, City Clerk

Approved as to Form:

_____
City Attorney

DocuSign Envelope ID: DBC6B219-D049-421E-84E9-D53791DD71F6

EXHIBIT A

Skyhawks Sports Academy is a franchise youth sports organization that offers nationwide programs for ages 4 – 14 years old. Skyhawks Tri Valley East Bay provides programming in the Tri Valley focusing on the basics and fundamentals of specific sports including: basketball, lacrosse, soccer, golf, track and field, flag football, baseball, and multi-sport classes and camps year round. Classes are taught by coaches who have been trained by professional sport grade curriculums and all programming welcomes players of all skill levels, including beginners and those looking to fine tune their current skills. During Spring and Fall seasons, Skyhawks also offers basketball and soccer clinics in Dublin. All equipment and class materials are provided by Skyhawks so that participants can simply arrive to class ready to engage in fun.

RESOLUTION NO. XX – 24

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

APPROVING A CONTRACT INSTRUCTOR SERVICES AGREEMENT WITH AKSHAY ARORA DBA ARORA TENNIS AND FITNESS FOR RECREATION SERVICES

WHEREAS, the Parks and Community Services Department receives and approves proposals from independent contractors who are interested in providing recreational activities or programs to the Dublin community; and

WHEREAS, Staff has reviewed and accepted a proposal from Akshay Arora dba Arora Tennis and Fitness to provide tennis classes and private and semi-private lessons through the City of Dublin; and

WHEREAS, Staff has negotiated terms with Akshay Arora dba Arora Tennis and Fitness for an agreement that will begin on July 1, 2024, and end on June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve a Contract Instructor Services Agreement with Akshay Arora dba Arora Tennis and Fitness for Recreation Services.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement and approve payments over $45,000 for the term of the Agreement, attached hereto as **Exhibit A**.

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

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR CONTRACT INSTRUCTOR SERVICES

This Agreement for Contract Instructor Services ("Agreement") is made and entered into as of the 1st day of July 2024 by and between the City of Dublin, a municipal corporation of the State of California ("City"), and Akshay Arora DBA Arora Tennis and Fitness ("Contractor"), a sole proprietor in the State of California (collectively, the "Parties"). In consideration of their mutual covenants, the Parties hereto agree as follows:

1. Scope of Work. The Parties acknowledge that Contractor possesses experience and knowledge of value to the City and, as such, enter into this Agreement for specialized services. Subject to the terms and conditions of this Agreement, the Contractor shall provide the following ("Services"):

[SEE "EXHIBIT A" FOR DESCRIPTION OF SERVICES]

2. Performance of Services. Contractor has the right and power to control how the Services provided under this Agreement will be performed by the Contractor and its employees, agents, or representatives. Contractor shall direct the means, manner, and method by which the Services under this Agreement will be performed, without interference from the City as to the mode of accomplishing or effectuating the performance of Services. Contractor may, at its own expense, retain the services of third-parties in performing the Services under this Agreement, unless doing so would result in a material breach of any provision contained herein.

3. Payment Terms. For the services described in Section 1 above, the City agrees to pay the Contractor 70% of the resident rate for each private and semi-private lesson participant, and 60% of the resident rate for each group lesson participant, which amount shall include all expenses. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person (reasonable quality control and assurance work as generally recognized as an acceptable practice in this field is expected). Contractor understands that any time a participant requests a refund or credit, that amount will be reduced from the gross revenue on which Contractor's payment is calculated. Contractor understands and agrees that Contractor will complete and submit a Contract Contractor Course Proposal Form for each session that courses will be offered. Submitting a proposal does not guarantee that the course, program or activity will be added to the City's public recreation offerings. Session dates may be altered from time to time at the City's discretion. City, at its sole discretion, will accept or reject Contractor's proposal and collaborate with Contractor in finalizing a session schedule. When each session schedule is finalized, the City will produce a Schedule Summary. Final Schedule Summaries will be incorporated herein by this reference as if set forth in full.

At the end of each session, the City shall pay Contractor for services rendered. The City will issue payment to Contractor within 30 business days after services are complete. Prior to City processing payment, Contractor shall submit course attendance sheets and completed evaluation forms, if applicable, to the Parks and Community Services Department within five working days upon completion of service.

4. Location of Work. Due to the nature of work and subject to the terms and conditions of this Agreement, the City and Contractor agree that Contractor will provide services and/or class instruction (check all that apply):

☐ **Offsite:** At his/her/their own facility, located off-premises from any City-owned facility located at _____.
(Street, City, Zip Code)

X **Onsite:** At a City-owned facility.

☐ **Other:** _____.
(Please Describe)

5. Expenses. Except as otherwise specified in this Agreement or mutually agreed upon by the Parties, the Contractor shall be responsible for all the necessary costs and expenses incurred in connection with the performance of the Services under this Agreement. This may include, but is not limited to, supplies, software, subscriptions, working spaces, equipment, operating costs, business costs, licenses, registrations, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that is made in connection with the Services provided Contractor.

6. Term. Contractor's engagement with the City, and the terms and conditions of this Agreement, shall be effective as of 7/1/2024 ("Effective Date") and shall terminate on 6/30/2026.

7. Termination. This Agreement may be terminated by either Party upon sixty (60) days of prior written notice, or as mutually agreed upon in writing by both Parties. At the time of termination, Contractor agrees to return all the City property in Contractor's possession including, but not limited to, any documents, materials, and other proprietary information belonging to the City, in both physical and electronic form. The City shall issue a final payment to Contractor for all Services provided and due as of the date of termination.

If either Party materially breaches any term of this Agreement, in addition to any other remedies at law or equity, the other Party may terminate the Agreement if such breach is not cured within ten (10) days after written notice of such breach is given.

In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without written notice to the Contractor.

By signing this Agreement, Contractor agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, et seq.

8. Relationship of Parties. It is understood by the Parties that, under the code of the Internal Revenue Service (IRS) and applicable law, the Contractor is an independent contractor with respect to the City. Therefore, the Parties agree and acknowledge that neither the Contractor, or any of its employees, subcontractors, volunteers, or agents (collectively, "Representatives") are employed by the City. Furthermore, at all times during the term of this Agreement, the Contractor and its Representatives shall have no authority, express or implied, to bind the City to any obligation whatsoever. Notwithstanding any other state or federal law to the contrary, the Contractor and its Representatives shall not qualify for, or become entitled to any compensation, benefit, except as specified in this Agreement, or any incident of employment with the City. In its capacity as an independent contractor, Contractor agrees and represents that:

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(ii) Contractor maintains all necessary licenses, registrations, permits, and certifications required to perform the Services under this Agreement;
(iii) Contractor sets its own hours and maintains a business location that is separate from the business or work location of the City;
(iv) Contractor is customarily engaged in an independently established business providing the same or similar services as provided by this Agreement;
(v) Contractor has the ability to contract with other businesses to provide the same or similar services as provided by this Agreement, without restriction from the City;
(vi) Contractor holds itself out to the public as available to provide the same or similar services;
(vii) Contractor provides its own tools, equipment, software, programs, and any other supplies necessary to perform the Services;
(viii) Contractor can negotiate its own rates;
(ix) Contractor has the right to hire assistants, retain subcontractors, or utilize employees to provide the services required under this Agreement;

(x) Contractor shall be solely responsible for the payment of payroll taxes and any unemployment compensation on behalf of their employees and personnel;

(xi) Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees and, if Contractor hires employees to perform any work under this Agreement, Contractor agrees to grant workers' compensation coverage to the extent required by law.

By initialing below, Contractor agrees and acknowledges that Contractor has reviewed the enumerated list contained in Section 8. Contractor further agrees and acknowledges that everything listed in subsections (i) through (xi) above is true and accurate.

DS

AT

Initial

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11. Insurance. Where necessary to perform the Services under this Agreement, Contractor, at its sole cost and expense, shall procure and maintain for the duration of the Agreement the types and amounts of insurance listed below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor and its Representatives. Contractor will obtain and maintain policies of commercial general liability insurance and automobile liability insurance, and worker's compensation insurance and/or sexual abuse and molestation liability insurance, if applicable, from an insurance company authorized to transact the business of insurance in the State of California. The insurance requirements are as follows:

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(ii) Automobile Liability: Contractor shall maintain a current and valid Automobile Insurance Policy at or above the minimum level required by the State of California for any and all vehicles used to perform the Services under this Agreement.

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The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the City by certified mail. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-:VII. The City of Dublin and its elected officials, officers, employees, agents, and volunteers must be named as additional insureds on commercial general liability insurance, automobile liability insurance, and sexual abuse or molestation liability insurance, if applicable. Contractor's insurance coverage will be primary insurance with respect to City and its elected officials, officers, employees, agents, and volunteers. The insurance policies must include a waiver of all rights of subrogation against the City, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Contractor for the City (including workers' compensation insurance, if applicable). Any insurance or self-insurance maintained by the City will be in excess of Contractor's insurance and not contributory with it. Contractor will furnish certificates of insurance and endorsements to City prior to City's execution of this Agreement. This Agreement is expressly contingent upon the insurance requirements being met, and this Agreement shall not be complete and no work may commence until Contractor has provided adequate proof of insurance. 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 modify these requirements, and reserves the right to require complete copies of all required insurance policies at any time.

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13. **Mandated Reporting**. Contractor recognizes and acknowledges that persons under the age of 18 may participate in classes/activities to be conducted by Contractor pursuant to this Agreement. Contractor further recognizes and acknowledges that if any person under the age of 18 does, in fact, participate in said classes/activities, then Contractor is deemed to be a "Mandated Reporter" pursuant to the California Child Abuse and Neglect Reporting Act (Penal Code §§ 11164-11174.3) ("CANRA"). Concurrently with the execution of this Agreement and pursuant to Penal Code section 11166.5, Contractor has been provided with, and has executed, an Acknowledgement of Mandated Requirements, Receipt of Training, and Receipt of Penal Code Statutes, which acknowledgement shall be maintained by the City during the term of this Agreement.

If the Contractor has employees, subcontractors, volunteers, and agents, and those employees, subcontractors, volunteers, and agents will come into contact with minors on a regular basis, those employees must also follow the Mandated Reporter requirements. Contractors who have employees will be required to execute an Acknowledgement and Release of Information, which acknowledgement shall be maintained by the City during the term of this Agreement.

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employees, subcontractors, volunteers, and agents, if any, are not eligible to work until the clearance is received from the Department of Justice and Contractor has been notified by a Parks & Community Services Department representative.

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18. No Implied Waiver of Breach. The waiver of performance or 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.

19. Notice. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by certified or registered mail, return receipt requested, to the addresses provided below or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

City	Contractor
Linda Smith City Manager 100 Civic Plaza Dublin, CA 94568 (925) 833-6650	Akshay Arora Arora Tennis and Fitness 4408 Healdsburg Way Dublin, CA 94568 (925) 699-7794

20. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

21. Disputes. All disputes arising out of this agreement shall be submitted to final and binding arbitration in accordance with the rules of the American Arbitration Association. The dispute shall be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

22. Governing Law and Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action will 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. The laws of the State of California will govern this Agreement.

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SIGNATURES ON THE FOLLOWING PAGE

DocuSign Envelope ID: 06634DED-38BC-4E81-91C8-B8EC740ED935

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date.

CITY OF DUBLIN:	**CONTRACTOR:**
BY: _____	BY: DocuSigned by: Arora Tennis B56E3AB7188C4F2...
SIGNATURE	SIGNATURE
_____	Arora Tennis
NAME	NAME
DATE: _____	DATE: 5/20/2024

3629050.1

Attest:

_____
Marsha Moore, City Clerk

Approved as to Form:

_____
City Attorney

DocuSign Envelope ID: 06634DED-38BC-4E81-91C8-B8EC740ED935

EXHIBIT A

[Description of Services]

Arora Tennis and Fitness is a year-round tennis program in the East Bay, partnering with the Cities of Dublin, San Ramon, Livermore, and the Town of Danville. Arora Tennis offers private and semi-private lessons and group lesson instruction for toddlers, elementary youth, teens, and adults. Players as young as 4 years old can join the Tiny Tots Program and advance through youth classes for ages 7-12 years, which include Mighty Aces, Junior Stars, and Grand Slammers. Youth and teen players can also advance through tournament training and high-performance classes for ages 7 – 18 years old. Semi-private and private lessons are available with United States Tennis Association (USTA) certified coaches, including one-on-one private lessons or four-on-one semi-private lessons.

Akshay Arora holds a Bachelor's Degree in Kinesiology for Exercise Science and Physical Therapy and is Certified through the United States Professional Tennis Association (USPTA). With over 15 years of experience teaching tennis, he previously served as a director of Tennis Clubs in Livermore and Tracy. All Arora Tennis coaches possess a strong tennis background, having competed in USTA junior and adult competitions and maintaining their USTA ranking status.

Agenda Item 5.5

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 – Fiscal Year 2024-25 Project List
Prepared by: Oliver Castillo, Assistant Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving a list of projects funded in Fiscal Year 2024-25 by Senate Bill 1, the Road Repair and Accountability Act of 2017.

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting a List of Projects Funded in Fiscal Year 2024-25 by Senate Bill 1, the Road Repair and Accountability Act of 2017.

FINANCIAL IMPACT:

The City is projected to receive $1,899,234 in funding from the Road Maintenance and Rehabilitation Account in Fiscal Year 2024-25. This is in addition to the state gas tax funds the City receives annually, which is anticipated to be $2,015,285 in Fiscal Year 2024-25. Any unspent or unallocated funds will be carried forward to future years.

DESCRIPTION:

In April 2017, the State Legislature passed, and Governor Brown approved, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Beall, Chapter 5, Statues of 2017), creating the Road Maintenance and Rehabilitation Program that address deferred maintenance on the state highway and local street and road system through increased fuel taxes. It also established a significant, stable, and ongoing increase in state transportation funding. Funds for the program are deposited into the State Transportation Fund, Road Maintenance and Rehabilitation Account (RMRA).

SB 1 is projected to generate over $5 billion annually for state and local transportation improvements. Cities and counties are slated to receive $1.5 billion for repairs to local streets and

roads at full implementation of SB 1. According to analysis by the League of California Cities, SB 1 will double the amount of revenue cities receive from the state for local street maintenance and rehabilitation needs, with allocations to cities based on population.

The RMRA receives funds from the following taxes imposed under SB 1:

- A 12-cent-per-gallon increase to the gasoline excise tax.
- A 20-cent-per-gallon increase to the diesel fuel excise tax, half of which will be allocated to Trade Corridors Enhancement Account (TCEA) with the remaining half to the RMRA.
- A vehicle registration tax called the "Transportation Improvement Fee," based on the market value of the vehicle.
- A $100 vehicle registration tax on zero-emission vehicles (ZEV) of model year 2020 and later, effective July 1, 2020.
- Annual rate increases to these taxes beginning July 1, 2020 (July 1, 2021 for the ZEV fee), and every July 1 thereafter for the change in the California Consumer Price Index (CPI). The first adjustment was made on July 1, 2020 covering CPI change for two years: November 1, 2017 through November 12, 2019.

RMRA funds are in addition to the traditional state gas tax funds, which have been in place for decades and are allocated by the state through the Highway Users Tax Account (HUTA). The rules associated with the use of RMRA funds are similar, but not identical to the rules associated with HUTA funds. RMRA funds must be used for projects that include, but are not limited to, the following:

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Traffic control devices
- Complete streets components, which include active transportation projects, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with other allowable projects

Additionally, if a city or county has an average Pavement Condition Index of 80 or more (very good to excellent), then the city or county may spend its RMRA funds on transportation priorities other than those listed above. The City of Dublin currently has a three-year moving average Pavement Condition Index of 80.

<u>Maintenance of Effort</u>
SB 1 requires that RMRA funds not supplant existing general revenues that the City of Dublin is using on streets and roads. This is referred to as the maintenance of effort (MOE) requirement. The MOE is calculated by the State Controller based upon the City's average spending for street and road purposes for Fiscal Years 2009-10, 2010-11, and 2011-12. The City of Dublin's MOE was

calculated as $1,229,320, and for Fiscal Years 2024-25 through 2028-29, the City meets the MOE requirement.

Reporting Requirements

For the City to receive RMRA funds, SB 1 requires the annual submission of a project list to the California Transportation Commission. The project list must be adopted by the City Council by July 1 in the form of a resolution adhering to the reporting guidelines. For Fiscal Year 2024-25, Staff recommends that the City Council approve the project list to include the following:

- **Annual Street Resurfacing (CIP No. ST0117) for FY 2024-25**

  RMRA funding: $2,350,000

  This project provides for a variety of pavement surface treatments and repairs to existing City streets. The project is budgeted annually to help maintain the significant investment the City has in the street system. Project locations vary each year; in Fiscal Year 2024-25, the project will provide a slurry seal to collector and residential streets in Dublin Ranch including: Antone Way, Applegate Court, Applegate Way, Blackstone Road, Castleton Court, Castleton Lane, Cedar Crest Terrace, Colebrook Court, Colebrook Lane, Cranbrook Place, Crestridge Terrace, Ferncroft Court, Ferncroft Way, Groveland Lane, Hartland Court, Hartland Lane, Longmeadow Place, N Bridgepoint Lane, N Dublin Ranch Road, N Forestdale Circle, Oakbluff Lane, Oakhurst Court, Oakhurst Way, Rams Gate Court, S Bridgepoint Lane, S Dublin Ranch Road, S Forestdale Circle, Saddlebrook Place, Sugarloaf Court, Woodshire Lane, Hobstone Place, Milbridge Court, Penwood Lane, Penwood Place, Woodvale Terrace, Ledgewood Terrace, Round Hill Drive, Positano Parkway, Newfields Lane, Calcagno Court, Campanille Court, Croak Road, N Terracina Drive, Porcellano Way, S Terracina Drive, Tramont Drive, Travertino Street, Vasari Street, Viento Court, Volterra Court, and Volterra Drive.

  Additional projects in the Annual Street Resurfacing project include a cape seal project on Dublin Boulevard, west of Silvergate Drive, and an overlay project on John Monego Court and Dublin Boulevard between Myrtle Drive and John Monego Court.

  Construction is anticipated to begin in summer 2024 and be complete in fall/winter 2024. Surface treatments and repairs completed with this project will have a useful life of between seven and 20 years.

- **Citywide Bicycle and Pedestrian Improvements (CIP No. ST0517) for FY 2024-25**

  RMRA Funding: $355,000

  This project includes planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City. Project locations vary each year; in Fiscal Year 2024-25, the project will provide the construction of Rectangular Rapid Flashing Beacons, curb ramp improvements, and minor civil improvements at Amador Valley Boulevard/Burton Street, Central Parkway/Aspen Street, and Grafton Street/Antone Way. This project will also provide a traffic signal modification to the intersection of Central Parkway/Hibernia Drive as well as curb ramp improvements and other civil improvements at that intersection.

  Construction is anticipated to begin in summer 2024 and be complete in fall/winter 2024. Rectangular Rapid Flashing Beacons and signal modification completed with this project will

have a useful life of approximately 20 years.

- **Citywide Signal Communications Upgrade (CIP No. ST0713) for FY 2024-25**

  RMRA Funding: $40,000

  This project provides for the continued upgrade of the citywide traffic signal communications system, including expansion of the traffic communication network, which will improve traffic signal operations and safety. In Fiscal Year 2024-25, the project will provide for installation of new 144-strand fiber optic cables along Dublin Boulevard between Sierra Court and San Ramon Road and between Hacienda Drive and Tassajara Road. The fiber optic cable will provide higher bandwidth and connect 13 signalized intersections to the traffic management center. The project will also include updating the vehicle detection at the intersections to make ready for adaptive signal control.

  The preconstruction phase is anticipated to begin in winter 2024 with construction starting in summer 2025 and is dependent on the relocation of existing infrastructure in the Dublin Arts Center, which is currently under construction. The useful life of improvements varies based on the upgrades and the expansion components, which are expected to have a minimum useful life of approximately 10 years.

In addition to the submittal of a project list, SB 1 also requires the City to submit an annual report to the California Transportation Commission updating the status of projects for which RMRA funds were expended. Dublin's next expenditure report is due on December 1, 2024.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Adopting a List of Projects Funded in Fiscal Year 2024-25 by Senate Bill 1, the Road Repair and Accountability Act of 2017

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING A LIST OF PROJECTS FUNDED IN FISCAL YEAR 2024-25 BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $1,899,234 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used the Capital Improvement Program and a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets and help add active transportation infrastructure through the City this year and into the future; and

WHEREAS, the 2022 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in "very good" condition and this revenue will help us increase and maintain the overall quality of our road system and enhance pedestrian and bicycle safety and mobility within the City; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits to the lifespan of our local streets and enhance pedestrian and bicycle mobility and safety with co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the following project to be funded in Fiscal Year 2024-25 with Road Maintenance and Rehabilitation Account revenues:

Project Title: Annual Street Resurfacing (CIP No. ST0117) for Fiscal Year 2024-25

Project Description: This project provides a variety of pavement resurfacing treatments and repairs to existing City streets. The project is budgeted annually to help maintain the substantial investment the City has in the public street system. This Fiscal Year's resurfacing treatments include slurry seal, pavement overlays, and base repairs at the locations described below.

Project Location: This project provides slurry seal maintenance of collector and residential streets in Dublin Ranch including: Antone Way, Applegate Court, Applegate Way, Blackstone Road, Castleton Court, Castleton Lane, Cedar Crest Terrace, Colebrook Court, Colebrook Lane, Cranbrook Place, Crestridge Terrace, Ferncroft Court, Ferncroft Way, Groveland Lane, Hartland Court, Hartland Lane, Longmeadow Place, N Bridgepoint Lane, N Dublin Ranch Road, N Forestdale Circle, Oakbluff Lane, Oakhurst Court, Oakhurst Way, Rams Gate Court, S Bridgepoint Lane, S Dublin Ranch Road, S Forestdale Circle, Saddlebrook Place, Sugarloaf Court, Woodshire Lane, Hobstone Place, Milbridge Court, Penwood Lane, Penwood Place, Woodvale Terrace, Ledgewood Terrace, Round Hill Drive, Positano Parkway, Newfields Lane, Calcagno Court, Campanille Court, Croak Road, N Terracina Drive, Porcellano Way, S Terracina Drive, Tramont Drive, Travertino Street, Vasari Street, Viento Court, Volterra Court, and Volterra Drive.

Additional projects in the Annual Street Resurfacing project (CIP No. ST0117) include a cape seal project on Dublin Boulevard, west of Silvergate Drive, and an overlay project on John Monego Court and Dublin Boulevard between Myrtle Drive and John Monego Court.

Estimated Project Schedule: Construction starts summer 2024 – completion fall/winter 2024.

Estimated Project Useful Life: Surface treatments that will be completed as part of this project will have a useful life of between seven and 20 years.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby approve the following project to be funded in Fiscal Year 2024-25 with Road Maintenance and Rehabilitation Account revenues:

Project Title: Citywide Bicycle and Pedestrian Improvements (CIP No. ST0517) for Fiscal Year 2024-25

Project Description: This project includes planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City. This Fiscal Year's project includes the construction of Rectangular Rapid Flashing Beacons, curb ramp improvements, minor civil improvements, and traffic signal modifications.

Project Location: The Rectangular Rapid Flashing Beacons will be installed at Amador Valley Boulevard/Burton Street, Central Parkway/Aspen Street, and Grafton Street/Antone Way. The traffic signal modification is located at Central Parkway/Hibernia Drive.

Estimated Project Schedule: Construction starts summer 2024 – completion fall/winter 2024.

Estimated Project Useful Life: Rectangular Rapid Flashing Beacons and the traffic signal modification will have a useful life of approximately 20 years.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby approve the following project to be funded in Fiscal Year 2024-25 with Road Maintenance and Rehabilitation Account revenues:

Project Title: Citywide Signal Communications Upgrade (CIP No. ST0713)

Project Description: This project provides for the continued upgrade of the citywide traffic signal communications system, including expansion of the traffic communication network, which will improve traffic signal operations and safety. In Fiscal Year 2024-25, the project will provide for installation of new 144-strand fiber optic cables along Dublin Boulevard between Sierra Court and San Ramon Road and between Hacienda Drive and Tassajara Road. The fiber optic cable will provide higher bandwidth and connect 13 signalized intersections to the traffic management center. The project will also include updating the vehicle detection at the intersections to make ready for adaptive signal control.

Project Location: On Dublin Boulevard between San Ramon Road and Sierra Court and between Hacienda Drive and Tassajara Road.

Estimated Project Schedule: Preconstruction starts winter 2024 – completion spring 2025; construction starts summer 2025 – fall/winter 2025.

Estimated Project Useful Life: The useful life of improvements varies based on the upgrades needed and the expansion components, which are expected to have a minimum useful life of approximately 10 years.

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 5.6

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Notice of Review of Conflict of Interest Code
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if it needs amending. The City Council is the code reviewing body for City agencies, and the City Council must direct Staff to review the City's Conflict of Interest Code and make a determination by October 1, 2024, if there is a need to amend it.

STAFF RECOMMENDATION:

Direct Staff to review the City's Conflict of Interest Code and take the appropriate action.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if the Code needs amending. The last biennial revision to the City's Code was approved on November 1, 2022.

The City Council is the code reviewing body for City agencies, and as such, must notify Staff to review the City's Conflict of Interest Code (Attachment 2) and make a determination by October 1, 2024, if there is a need to amend the Code. (California Government Code §§ 82011(c), 87306.5, included as Attachment 1).

This Staff Report serves as the City Council's notice to the City Attorney to consult with Staff and determine, by October 1, 2024, if there is a need to update the City's Code. If, after consultation with Staff, the City Attorney determines that no changes need to be made, the City shall submit a written statement to that effect to the City Council no later than October 1. If a notice is filed by

October 1, 2024 indicating an amendment is necessary, the amendment must be heard and approved by the City Council within 90 days. The City's amended Code will not be effective until it has been approved by the City Council.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) California Government Code Sections 82011 and 87306.5
2) Dublin Municipal Code Chapter 2.24

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 82011

82011. "Code reviewing body" means all of the following:

(a) The commission, with respect to the conflict of interest code of a state agency other than an agency in the judicial branch of government, or any local government agency with jurisdiction in more than one county.

(b) The board of supervisors, with respect to the conflict of interest code of any county agency other than the board of supervisors, or any agency of the judicial branch of government, and of any local government agency, other than a city agency, with jurisdiction wholly within the county.

(c) The city council, with respect to the conflict of interest code of any city agency other than the city council.

(d) The Attorney General, with respect to the conflict of interest code of the commission.

(e) The Chief Justice of California or the Chief Justice's designee, with respect to the conflict of interest code of the members of the Judicial Council, Commission on Judicial Performance, and Board of Governors of the State Bar of California.

(f) The Board of Governors of the State Bar of California with respect to the conflict of interest code of the State Bar of California.

(g) The Chief Justice of California, the administrative presiding judges of the courts of appeal, and the presiding judges of superior courts, or their designees, with respect to the conflict of interest code of any agency of the judicial branch of government subject to the immediate administrative supervision of that court.

(h) The Judicial Council of California, with respect to the conflict of interest code of any state agency within the judicial branch of government not included under subdivisions (e), (f), and (g).

(Amended by Stats. 2021, Ch. 50, Sec. 134. (AB 378) Effective January 1, 2022. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 87306.5

87306.5. (a) No later than July 1 of each even-numbered year, the code reviewing body shall direct every local agency which has adopted a Conflict of Interest Code in accordance with this title to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code in accordance with subdivision (a) of Section 87302 and Section 87303 to the code reviewing body.

(b) Upon review of its code, if no change in the code is required, the local agency head shall submit a written statement to that effect to the code reviewing body no later than October 1 of the same year.

(Added by Stats. 1990, Ch. 1075, Sec. 5.)

Chapter 2.24
CONFLICT OF INTEREST CODE

Sections:

2.24.010 Purpose.

2.24.015 Incorporation of model code.

2.24.020 Designated positions.

2.24.030 Disclosure statements.

2.24.010 Purpose.

Pursuant to the provisions of Government Code Section 87300, et seq., the following provisions constitute the conflict of interest code for the city of Dublin. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974, as amended (Government Code Section 81000 et seq.). The provisions of this code are additional to Government Code Section 87100 et seq., and other laws pertaining to conflicts of interest. (Ord. 14-16 § 1 (part))

2.24.015 Incorporation of model code.

The terms and provisions of 2 California Code of Regulations Section 18730 and any amendments to it, duly adopted by the Fair Political Practices Commission, are hereby incorporated herein by reference. (Ord. 14-16 § 1 (part))

2.24.020 Designated positions.

For local officials specified in Government Code Section 87200 (including the Mayor, City Councilmembers, Planning Commissioners, City Manager, and City Attorney), no disclosure is required by this conflict of interest code as full disclosure is required by Government Code Section 87200 et seq.

The positions listed in this section are designated positions, and this section is hereby deemed the Appendix referenced in the provisions incorporated by Section 2.24.015. Officers and employees holding those positions are designated public officials, and are deemed to make, or participate in the making of, decisions which may foreseeably have a material financial effect on a financial interest of the designated public official. Each designated public official shall file an annual statement disclosing that public official's interests as required by the disclosure category applicable to that public official.

Designated Position	Disclosure Category
Administrative Services Director	3

Assistant City Attorney	1
Assistant City Manager	1
Assistant to the City Manager	1
Assistant Director of Administrative Services	3
Assistant Director of Community Development	1
Assistant Director of Parks and Community Services	2, 3
Assistant Public Works Director/City Engineer	1
Associate Civil Engineer	1
Capital Improvement Program (CIP) Manager	1
Chief Building Official	1
Chief Information Security Officer	1
City Clerk	3
City Clerk/Records Manager	3
Code Enforcement Officer	1
Communications Manager	1

Community Development Director	1
“Consultant”* as defined in FPPC Reg. sect. 18700.3	1
Deputy City Clerk	3
Economic Development Director	1
Environmental Coordinator	1
Environmental Sustainability Manager	1
Finance Analyst	1
Heritage and Cultural Arts Manager	1
Housing Specialist	1
Human Resources Director	3
Human Resources Manager	3
Information Services Manager	3
Management Analyst II	3
Parks and Community Services Director	1
Plan Check Engineer	1

Planning Manager	1
Principal Planner	1
Public Works Director/Assistant City Engineer	1
Public Works Manager	1
Public Works Transportation and Operations Manager	1
Recreation Manager	3
Recreation Supervisor	2, 3
Senior Civil Engineer	1
Senior Code Enforcement Officer	1
Senior Management Analyst	3
Senior Planner	1
Special Projects Manager	1
Senior Public Works Inspector	1
Designated Boards and Commissions	**Disclosure Category**
Human Services Commission	1
Heritage and Cultural Arts Commission	1
Parks and Community Services	

Commission	1

* Consultants/new positions shall be included in the list of designated employees and shall disclose pursuant to the terms of the Disclosure Category 1, subject to the following limitation:

The City Manager may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this chapter. Such a written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Section 81008.)

(Ord. 11-22 § 1; Ord. 3-21 § 1; Ord. 16-20 § 1; Ord. 9-18 § 1; Ord. 14-16 § 1 (part))

2.24.030 Disclosure statements.

Designated positions shall be assigned to one (1) or more disclosure categories set forth in this section. The disclosure categories shall be specifically described as set forth in this section. Each employee or officer holding a designated position shall file statements disclosing that employee's or officer's interests in investments, real property, income and positions of management designated as reportable under the category to which the employee's or officer's position is assigned at the time, place and in the manner as hereinafter provided.

A. Disclosure Category 1. Interests in real property located within the city or within two (2) miles of the boundaries of the city or within two (2) miles of any land owned or used by the city; and investments and business positions in business entities, and income, including loans, gifts, and travel payments.

B. Disclosure Category 2. Interests in real property located within the city or within two (2) miles of the boundaries of the city or within two (2) miles of any land owned or used by the city.

C. Disclosure Category 3. Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the city. (Ord. 14-16 § 1 (part))

Agenda Item 5.7

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Grant of Easement to PG&E for Electric Facilities on Dublin Sports Grounds Property
Prepared by: Laurie Sucgang, City Engineer

EXECUTIVE SUMMARY:

The City Council will consider granting an easement to Pacific Gas and Electric Company (PG&E) over new electrical lines and a transformer serving the new electric vehicle charging stations on the Dublin Sports Grounds property at 6700 Dublin Boulevard, Assessor's Parcel No. 941-1400-002-13.

STAFF RECOMMENDATION:

Adopt the **Resolution** Granting an Easement to Pacific Gas and Electric Company for Electric Facilities Purposes Over a Portion of Assessor's Parcel Number 941-1400-002-13.

FINANCIAL IMPACT:

There is no impact to the General Fund to effectuate the grant of easement. All costs associated with preparing and reviewing the documents, legal description and plat map are charged to the Citywide Energy Improvements Project, CIP No. GI0121, as this easement is required for the installation of one of the items for the project.

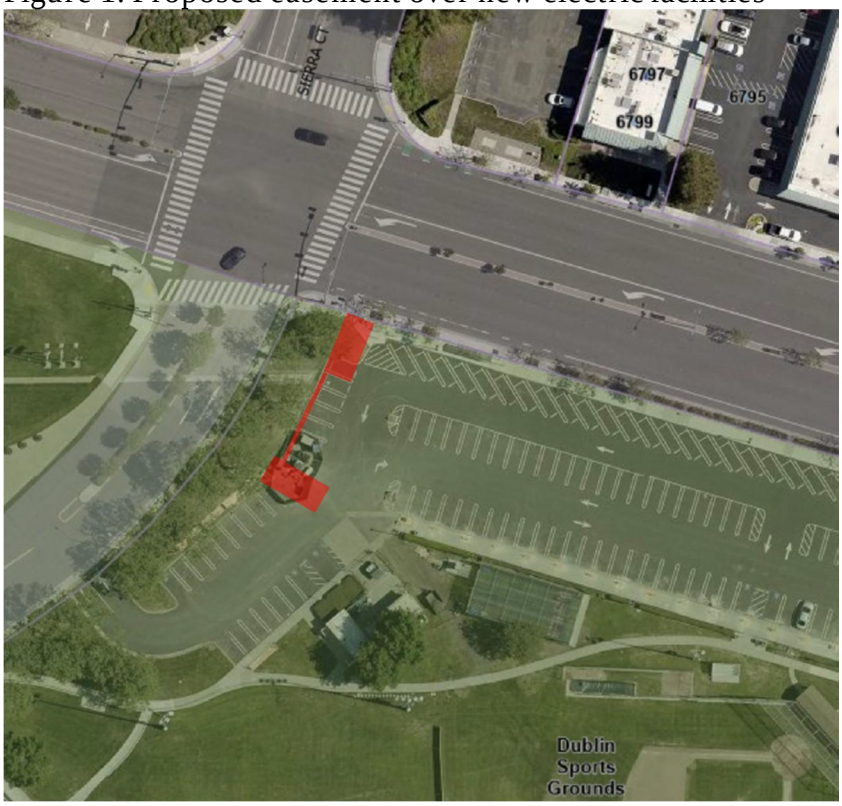
DESCRIPTION:

The construction of the new electric vehicle (EV) charging stations (five Level 2 EV chargers and two direct current (DC) fast chargers) as a part of the Citywide Energy Improvements Project, CIP No. GI0121, necessitated the installation of new electric service, a transformer, and associated facilities from the existing electrical meter along Dublin Boulevard onto the City-owned Dublin Sports Grounds property. Electric service is provided by Pacific Gas and Electric Company (PG&E), who requires an easement over their electric facilities.

Staff recommends granting a new easement to PG&E over the new electric facilities, as depicted in

Figure 1 and described in the legal description and plat map attached to the proposed Easement Deed.

Figure 1: Proposed easement over new electric facilities



STRATEGIC PLAN INITIATIVE:

Strategy 3: Infrastructure Maintenance and Reinvestment
Objective E: Continue to implement measures identified in the Climate Action Plan.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Granting an Easement to Pacific Gas and Electric Company for Electric Facilities Purposes Over a Portion of Assessor's Parcel Number 941-1400-002-13
2) Exhibit A to Resolution – Easement Deed

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

GRANTING AN EASEMENT TO PACIFIC GAS AND ELECTRIC COMPANY FOR ELECTRIC FACILITIES PURPOSES OVER A PORTION OF ASSESSOR'S PARCEL NUMBER 941-1400-002-13

WHEREAS, the City of Dublin owns the property located at 6700 Dublin Boulevard, Assessor's Parcel Number 941-1400-002-13, ("Property"); and

WHEREAS, new improvements were constructed as a part of the Citywide Energy Improvements Project, CIP No. GI0121, which require new electric service and a transformer; and

WHEREAS, Pacific Gas and Electric Company ("PG&E") requires an easement over electric service and transformer facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin grants an easement to PG&E over a portion of the Property.

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

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

_____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#2303-01-10020 EASEMENT DEED

THE CITY OF DUBLIN, a political subdivision of the State of California,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, related to the electric service and transformer facilities, on and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Dublin, County of Alameda, State of California, described as follows:

(APN 941-1400-002-13)

The parcel of land conveyed by the Dublin San Ramon Services District and others to the City of Dublin by quitclaim deed recorded July 1, 1988 as document No. 1988-158847, Alameda County Records.

The easement area is described as follows:

The strip of land described in EXHIBIT “A” and shown on EXHIBIT “B” attached hereto and made a part hereof.

Upon notification to Grantor, Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee and after notification to the Grantor may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Upon notification to Grantor, Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

I hereby certify that a resolution was adopted on the ____ day of _____, 20____, by the _____ authorizing the foregoing grant of easement.

By_____

CITY OF DUBLIN, a political subdivision of the State of California,

_____

Name:_____

Title:_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name

personally appeared _____

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)
Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[ ] Individual(s) signing for oneself/themselves

[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____

EXHIBIT “A”

LEGAL DESCRIPTION FOR PG&E EASEMENTS

Being a portion of Parcel 1, in the City of Dublin, County of Alameda, State of California, as per Quitclaim Deed recorded July 1, 1988 as Instrument No. 1988-158847, Official Records of said County, described as follows:

Strip 1

A strip of land 7.00 feet in width, lying 3.50 feet on each side of the following described centerline:

Commencing at the westerly terminus of the line bearing North 72°43’54” West and the beginning of a tangent curve concave southeasterly, having a radius of 12.00 feet, being the southerly right-of-way of Dublin Boulevard (33.00 foot southerly half-width);

Thence along the said southerly right-of-way of Dublin Boulevard South 72°43’54” East, a distance of 30.29 feet;

Thence South 17°56’04” West**,** a distance of 2.37 feet to the **True Point of Beginning**;

Thence South 17°56’04” West, a distance of 8.58 feet to a point hereinafter referred to as **Point “A”** and the **Point of Ending**.

Sidelines of said strip of land shall be prolonged or shortened as to terminate on the southerly right-of-way of Dublin Boulevard and at a line perpendicular to the **Point of Ending**.

Land described herein contains 60 square feet.

Strip 2

A strip of land 12.40 feet in width, lying 6.20 feet on each side of the following described centerline:

Commencing at the hereinabove described **Point “A”**;

Thence South 66°17’57” East, a distance of 2.19 feet to the **True Point of Beginning**;

Thence South 23°42’03” West, a distance of 12.48 feet to a point hereinafter referred to as **Point “B”**;

Thence continuing South 23°42’03” West, a distance of 9.72 feet to the **Point of Ending**.

Sidelines of said strip of land shall be prolonged or shortened as to terminate at a line perpendicular to the **Point of Beginning** and at a line perpendicular to the **Point of Ending**.

Land described herein contains 275 square feet.

Strip 3

A strip of land 5.00 feet in width, lying 2.50 feet on each side of the following described centerline:

Commencing at the hereinabove described **Point “B”**;

Thence North 65°43’34” West, a distance of 6.20 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 5.00 feet, to which a radial line bears North 19°02’31” West, and also being the **True Point of Beginning**;

Thence southwesterly along said non-tangent curve through a central angle of 46°41’03”, an arc distance of 4.07 feet;

Thence South 24°16’26” West, a distance of 60.44 feet to a point hereinafter referred to as **Point “C”** and the **Point of Ending**.

Sidelines of said strip of land shall be prolonged or shortened as to terminate at a line perpendicular to the **Point of Beginning** and at a line perpendicular to the **Point of Ending**.

Excepting therefore any portion lying within Strip 2.

Land described herein contains 316 square feet.

Strip 4

A strip of land 20.00 feet in width, lying 10.00 feet on each side of the following described centerline:

Commencing at the hereinabove described **Point “C”**;

Thence South 66°04’31” East, a distance of 5.74 feet to the **True Point of Beginning**;

Thence South 23°55’29” West, a distance of 13.50 feet to the **Point of Ending**.

Sidelines of said strip of land shall be prolonged or shortened as to terminate at a line perpendicular to the **Point of Beginning** and at a line perpendicular to the **Point of Ending**.

Land described herein contains 270 square feet.

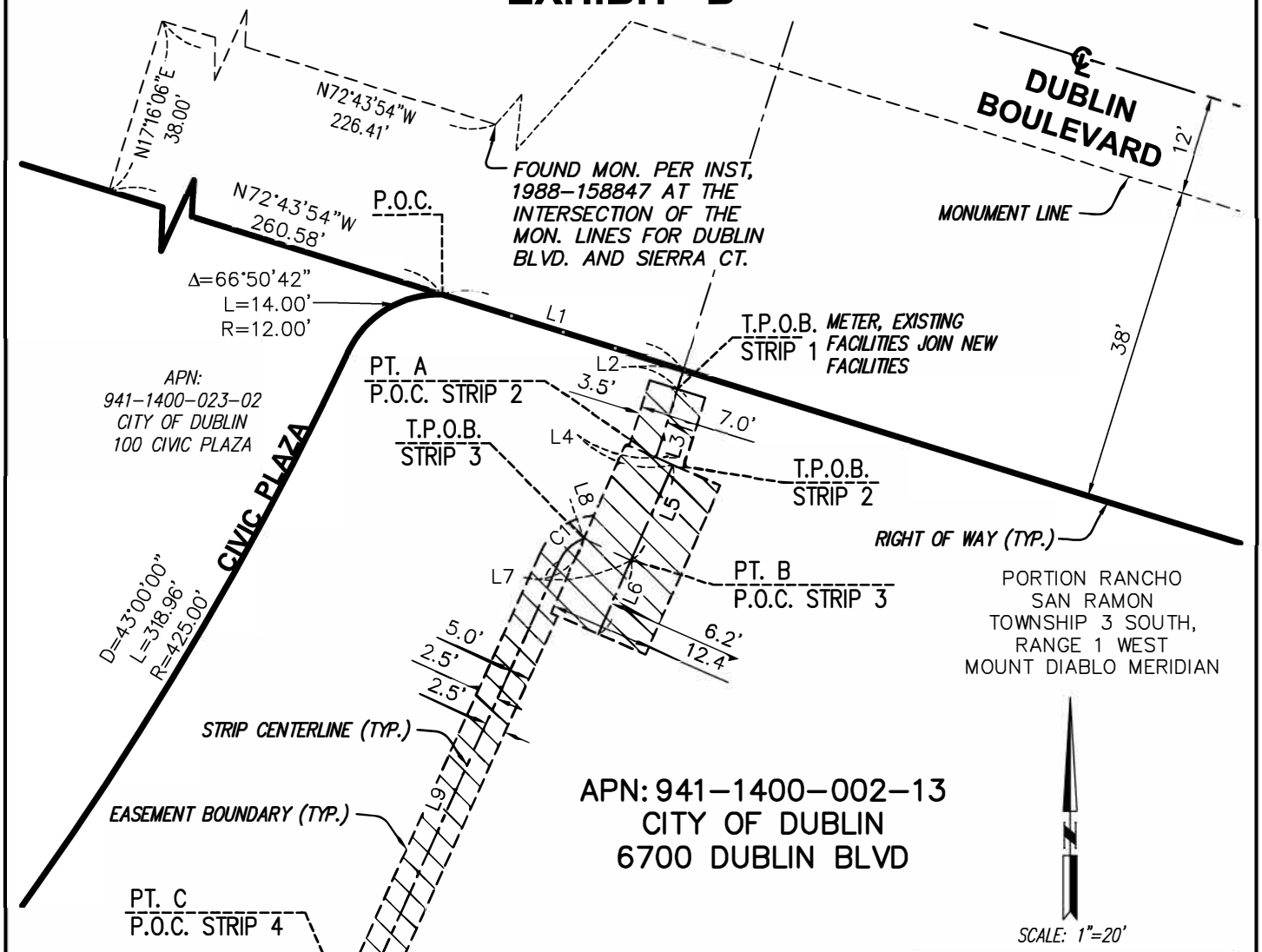
See Exhibit “B” attached hereto and by this reference made a part hereof.

Prepared by me or under my supervision:

10-6-2023

David W. Krommenhoek, PLS 9455

EXHIBIT "B"



BASIS OF BEARINGS
THE BEARING N72°43'54"W ALONG DUBLIN BLVD AS SHOWN ON RS 253 BK 6 PGS 68-72

INDICATES AREA DESCRIBED IN EXHIBIT 'A'
AREA = 922 SQUARE FEET

PROFESSIONAL LAND SURVEYOR
DAVID W. KROMMENHOEK
NO. 9455
STATE OF CALIFORNIA

INST. = INSTRUMENT
MON. = MONUMENT
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

CURVE TABLE			
CURVE#	DELTA	LENGTH	RADIUS
C1	46°41'03"	4.07'	5.00'

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	S72°43'54"E	30.29'
L2	N17°26'26"E	2.37'
L3	S17°26'26"W	8.58'
L4	S66°17'57"E	2.19'
L5	S23°42'03"W	12.48'
L6	N23°42'03"E	9.72'
L7	N65°43'34"W	6.20'
L8	N19°02'31"W	RAD.
L9	S24°16'26"W	60.44'
L10	S66°04'31"E	5.74'
L11	S23°55'29"W	13.50'

WILLDAN Engineering
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CA. 91746-3497
(562) 908-6200

SCALE: 1"=20'	DATE: 10-6-23
DRAWN BY: SCB	CHECKED BY: DK

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

C:\USERS\SBARRIENTOS\BOX\WE-IND-MAPPING\DUBLIN\DUBLINSPORTSGROUND\S01 EXHIBIT B.DWG

Administrative Block
Attach to LD# 2303-01-10020
Location: Area 2, Mission Division
Land Service Office: Concord
Line of Business: Electric Distribution (43)
Business Doc Type: Easement
MTRSQ: 23.03.01.01.01 Rancho San Ramon
FERC License Number(s): N/A
PG&E Drawing Number(s): N/A
PLAT NO. I1310, I1406
LD of any affected documents: N/A
LD of any Cross-referenced documents:
TYPE OF INTEREST: Utility Easement (86) Electric Underground Easements (86) Communication Easement (6)
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed): N/A
Order# 35343005 or PM#: OPS: 3200
JCN: N/A
County: Alameda
Utility Notice Numbers: N/A
851 Approval Application No. N/A Decision N/A
Prepared By: C7WR
Checked By: A5SZ

(This page must be recorded with document)

Agenda Item 5.8

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreements for On-Call Vehicle Maintenance and Repair Services with Big O Tires, Dublin Chevrolet, Livermore Auto, European Mobile Werks, Stoneridge Chrysler Jeep Dodge Ram, and Pro Cycles
Prepared by: Raelyn Miranda, Administrative Aide

EXECUTIVE SUMMARY:

The City Council will consider approving agreements for on-call vehicle maintenance and repair services for Dublin Police Services.

STAFF RECOMMENDATION:

Adopt the Resolution Approving Agreements for On-Call Vehicle Maintenance and Repair Services with Big O Tires, Dublin Chevrolet, Livermore Auto Group, European Mobile Werks, Stoneridge Chrysler Jeep Dodge Ram, and Pro Cycles.

FINANCIAL IMPACT:

The cost of these services will be covered by the adopted budget for Dublin Police Services.

DESCRIPTION:

Dublin Police Services has current three-year agreements with the listed vendors providing vehicle maintenance and repair of emergency vehicles on an as-needed basis. These agreements will expire on June 30, 2024.

Based on historical costs and known increases to labor costs, Staff proposes to renew the three-year agreements with the following vendors and compensation limits:

On-Call Vehicle Maintenance and Repair Services		
Vendor	**Current Compensation Limit**	**Proposed Compensation Limit**
Big O Tires	$60,000	$59,000
Dublin Chevrolet	$90,000	$100,000
Livermore Auto Group	$225,000	$165,000
European Mobile Werks	$121,980	$95,000
Stoneridge Chrysler Jeep Dodge Ram	$90,000	$95,000
Pro Cycles	$36,000	$50,000

While these purchases above $45,000 require City Council approval, the City can waive the competitive bidding process per Municipal Code Section 2.36.100 (4): "When a contract or purchase involves goods of a technical nature, where it would be difficult for a vendor to bid on a standard set of specifications, and the Purchasing Agent undertakes a thorough review of known products and a comparison of features which would most closely meet the city's needs at the lowest cost." Staff deemed these vendors sole-source providers, as the maintenance and repair of emergency equipment is technical in nature and requires consistency with safety standards.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving Agreements for On-Call Vehicle Maintenance and Repair Services with Big O Tires, Dublin Chevrolet, Livermore Auto, European Mobile Werks, Stoneridge Chrysler Jeep Dodge Ram, and Pro Cycles
2) Exhibit A to the Resolution – Contractor Services Agreements Between the City of Dublin and Big O Tires, Dublin Chevrolet, Livermore Auto, European Mobile Werks, Stoneridge Chrysler Jeep Dodge Ram, and Pro Cycles

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AGREEMENTS FOR ON-CALL VEHICLE MAINTENANCE AND REPAIR SERVICES WITH BIG O TIRES, DUBLIN CHEVROLET, LIVERMORE AUTO GROUP, EUROPEAN MOBILE WERKS, STONERIDGE CHRYSLER JEEP DODGE RAM, AND PRO CYCLES

WHEREAS, Dublin Police Services utilizes vehicles and equipment in the normal course of business that requires maintenance and repair on an as-needed basis; and

WHEREAS, the City desires to renew current agreements with Big O Tires, Dublin Chevrolet, Livermore Auto, European Mobile Werks, Stoneridge Chrysler Jeep Dodge Ram and Pro Cycles each for a not-to-exceed amount based on historical costs over a three-year term for on-call vehicle maintenance and repair services beginning July 1, 2024 through June 30, 2027; and

WHEREAS, the City's Municipal Code Section 2.36.100 (4) provides an exception to competitive bidding "When a contract or purchase involves goods of a technical nature, where it would be difficult for a vendor to bid on a standard set of specifications, and the Purchasing Agent undertakes a thorough review of known products and a comparison of features which would most closely meet the city's needs at the lowest cost"; and

WHEREAS, the City has deemed Big O Tires, Dublin Chevrolet, Livermore Auto, European Mobile Werks, Stoneridge Chrysler Jeep Dodge Ram and Pro Cycles sole-source vendors as the maintenance and repair of emergency vehicles is technical in nature and requires consistency with safety standards, due to emergency equipment and need for consistency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby waive the competitive bidding process and approve the Agreements with Big O Tires, Dublin Chevrolet, Livermore Auto, European Mobile Werks, Stoneridge Chrysler Jeep Dodge Ram and Pro Cycles, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute these Agreements 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 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND BIG O TIRES STORE #7

THIS AGREEMENT for vehicle maintenance and repair services is made by and between the City of Dublin ("City") and Big O Tires Store #7 ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 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, 2027, 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 the 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 as per the compensation schedule in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's

proposal, for services to be performed and reimbursable costs incurred under this Agreement for a not to exceed amount of $59,000. 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.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's Signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of

Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

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:

Any written notice to City shall be sent to:
Big O Tires Store #7
Attn: Bruce Cherry
7121 Dublin Blvd.
Dublin, CA 94568

City of Dublin
Attn: Police Services
6361 Clark Avenue
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.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses

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

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

Big O Tires Store #7

Bruce Cherry, Owner

EXHIBIT A

SCOPE OF SERVICES

Provide repair, maintenance and equipment installation services for emergency police vehicles.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Big O Tires Store #7 will be charging labor at $167.19 an hour.

CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
CALIFORNIA AUTOMOTIVE RETAILING GROUP

THIS AGREEMENT for vehicle maintenance and repair services is made by and between the City of Dublin ("City") and Dublin Automotive Retailing Group ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 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, 2027, 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 the 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 as per the compensation schedule in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement for a not to exceed amount of $100,000. 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.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's Signature;

- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

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:

Any written notice to City shall be sent to:
California Automotive Retailing Group
Attn: Moe Warraich
4400 John Monego Ct
Dublin, CA 94568

City of Dublin
Attn: Police Services
6361 Clark Avenue
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.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses

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

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

Dublin Automotive Retailing Group

Moe Warraich, Executive General Manager

EXHIBIT A

SCOPE OF SERVICES

Provide repair, maintenance and equipment installation services for emergency police vehicles.

EXHIBIT B

COMPENSATION SCHEDULE & REMIMBURSABLE EXPENSES

Dublin Automotive Retailing Group will be charging labor at $235.00 an hour with 25% markups on parts.

CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
EUROPEAN MOBILE WERKS, LLC

THIS AGREEMENT for vehicle maintenance and repair services is made by and between the City of Dublin ("City") and European Mobile Werks, LLC ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 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, 2027, 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 the 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 as per the compensation schedule in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement for a not to exceed amount of $189,000. 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.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's Signature;

- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

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:

Any written notice to City shall be sent to:
European Mobile Werks, LLC
Attn: Milton Rodriguez
331 N. Sierra Madre St
Mountain House, CA 95391

City of Dublin
Attn: Police Services
6361 Clark Avenue
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.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses

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

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

European Mobile Werks, LLC

Milton Rodriguez, Owner

EXHIBIT A

SCOPE OF SERVICES

Provide mobile repair, maintenance, and equipment installation services for emergency police vehicles.

EXHIBIT B

COMPENSATION SCHEDULE & REMIMBURSABLE EXPENSES

European Mobile Werks, LLC will be charging labor at $125.00 an hour with 33% markups on parts.

CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND LIVERMORE AUTO GROUP

THIS AGREEMENT for vehicle maintenance and repair services is made by and between the City of Dublin ("City") and Dublin Automotive Retailing Group ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 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, 2027, 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 the 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 as per the compensation schedule in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's

proposal, for services to be performed and reimbursable costs incurred under this Agreement for a not to exceed amount of $165,000. 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. The 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 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's Signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of

Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

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:

Any written notice to City shall be sent to:
Livermore Auto Group
Attn: Nedra Cassarino
4400 John Monego Ct
Dublin, CA 94568

City of Dublin
Attn: Police Services
6361 Clark Avenue
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.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses

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

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

Livermore Auto Group

Nedra Cassarino, Service Manager

EXHIBIT A

SCOPE OF SERVICES

Provide repair, maintenance and equipment installation services for emergency police vehicles.

EXHIBIT B

COMPENSATION SCHEDULE & REMIMBURSABLE EXPENSES

Dublin Automotive Retailing Group will be charging labor at $265.00 an hour with 25% markups on parts.

CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
PRO CYCLES, LLC.

THIS AGREEMENT for vehicle maintenance and repair services is made by and between the City of Dublin ("City") and Pro Cycles, LLC ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 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, 2027, 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 the 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 as per the compensation schedule in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement for a not to exceed amount of $50,000. 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.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's Signature;

- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

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:

Any written notice to City shall be sent to:
Pro Cycles, LLC
Attn: Tim Stanton
6050 Dublin Blvd
Dublin, CA 94568

City of Dublin
Attn: Police Services
6361 Clark Avenue
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.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses

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

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

Pro Cycles, LLC

Tim Stanton Owner

EXHIBIT A

SCOPE OF SERVICES

Provide repair, maintenance and equipment installation services for emergency police vehicles.

EXHIBIT B

COMPENSATION SCHEDULE & REMIMBURSABLE EXPENSES

Pro Cycles will be charging labor at $130.00 an hour with 10% markups on parts for fiscal year 2024-2025, $135.00 an hour with 10% markups on parts for fiscal year 2025-2026 and $140.00 an hour with 10% markups on parts for fiscal year 2026-2027.

CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND STONERIDGE CHRYSLER JEEP DODGE RAM

THIS AGREEMENT for vehicle maintenance and repair services is made by and between the City of Dublin ("City") and Stoneridge Chrysler Jeep Dodge Ram ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 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, 2027, 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 the 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 as per the compensation schedule in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's

proposal, for services to be performed and reimbursable costs incurred under this Agreement for a not to exceed amount of $95,000. 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.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's Signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of

Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

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:

Any written notice to City shall be sent to:
Stoneridge Chrysler Jeep Dodge Ram
Attn: Paul Gilbert
4100 Stevens Creek Blvd.
San Jose, CA 95117

City of Dublin
Attn: Police Services
6361 Clark Avenue
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.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses

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

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

Stoneridge Chrysler Jeep Dodge Ram

Paul Gilbert, Fleet Service Manager

EXHIBIT A

SCOPE OF SERVICES

Provide repair, maintenance and equipment installation services for emergency police vehicles.

EXHIBIT B

COMPENSATION SCHEDULE & REMIMBURSABLE EXPENSES

Stoneridge Chrysler Jeep Dodge Ram will be charging labor at $195.00 an hour and parts will be sold at list -20%.

Agenda Item 5.9

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. for Grant Strategy and Writing Services
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving an Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. for Grant Strategy and Writing Services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the First Amendment to the Consulting Services Agreement Between the City of Dublin and Townsend Public Affairs, Inc.

FINANCIAL IMPACT:

Sufficient funding for this cost has been included in the Fiscal Year 2024-25 Budget.

DESCRIPTION:

On June 6, 2023, the City adopted Resolution No. 53-23 approving a Consulting Services Agreement with Townsend Public Affairs to provide Grant Strategy and Writing Services for a not-to-exceed compensation of $60,000 through June 30, 2024.

Over the past year, Townsend has provided services including identifying and submitting applications on behalf of the City for state and federal grants. Townsend has also hosted monthly meetings to update Staff on current grant applications and future opportunities, provided monthly memos that identify open and competitive grant opportunities, and supported efforts with federal discretionary grant applications, specifically the FY2024 Appropriations for the Behavioral Health Unit in the amount of $200,000 and the Situational Awareness Camera Project in the amount of $198,000.

Currently, Townsend is working with Staff on multiple applications/projects, including but not

limited to:

- CA Highway Patrol Cannabis Tax Fund Grant for a Traffic Unit Command Vehicle ($131,247.36)
- CA Natural Resources Agency Environmental Enhancement and Mitigation project Grant for the Dublin Tree Planting – Urban Forestry project ($300,000)
- CA Department of Justice Tobacco Grant ($250,000)
- Caltrans Local Highway Safety Improvement Program (HSIP) Grant for the Dublin Boulevard Extension project ($4,500,000)
- Metropolitan Transportation Committee (MTC) Letter of Interest for Dublin Boulevard Extension project endorsement for the future application of Solutions for Congested Corridors Grant program

Staff recommends amending the Agreement with Townsend to extend the term of services through June 30, 2025 and increase the not-to-exceed compensation to $120,000 in order to continue the services provided. Townsend will continue with the all-inclusive retainer, under which the firm will provide a strategic and comprehensive approach to securing grant funding for the City as described in Attachment 2.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the First Amendment to the Consulting Services Agreement Between the City of Dublin and Townsend Public Affairs, Inc.
2) Exhibit A to the Resolution – First Amendment to the Consulting Services Agreement Between the City of Dublin and Townsend Public Affairs, Inc.

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND TOWNSEND PUBLIC AFFAIRS, INC.

WHEREAS, in March 2023, Staff prepared and initiated a Request for Proposals (RFP) for grant strategy and writing services; and

WHEREAS, during that time, Staff reviewed and selected Townsend Public Affairs, Inc. and entered into a Consulting Services Agreement with a term to expire on June 30, 2024 and a compensation amount not to exceed $60,000; and

WHEREAS, the City wishes to amend the Consulting Services Agreement with Townsend Public Affairs, Inc. for grant strategy and writing services; and

WHEREAS, the City wishes to extend the term to June 30, 2025, and increase the not-to-exceed amount to $120,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the First Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc., attached hereto as **Exhibit A** to this Resolution.

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

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND TOWNSEND PUBLIC AFFAIRS, INC.

WHEREAS, on June 7, 2023, the City of Dublin (hereinafter referred to as "CITY") and Townsend Public Affairs, Inc. (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for **Grant Strategy and Writing Services** (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the existing AGREEMENT is set to expire on June 30, 2024 and has a not-to-exceed sum of $60,000; and

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to extend the term through June 30, 2025 by modifying Section 1.1 of the Agreement, and to increase the not-to-exceed amount to $120,000 by modifying Section 2 of the Agreement; and

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

1) Section 1 Term of Services shall be amended as follows and all other provisions of this section shall remain unchanged:

   Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 six months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the services 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.

2) Section 2.0 Compensation shall be amended as follows and all other provision of this section shall remain unchanged:

   COMPENSATION. CITY hereby agrees to pay CONSULTANT a sum not to exceed $120,000 to be approved for use by the City Manager. CONSULTANT shall provide to CITY the amended services as shown in the Budget attached as Exhibit A, all other provisions of this section shall remain unchanged.

3) Exhibit A shall be rescinded in its entirety and replaced with the attached revised exhibit.

4) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

5) 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.

6) 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

By: _____
Linda Smith D'Ambrosio, City Manager

Dated: _____

TOWNSEND PUBLIC AFFAIRS, INC.

By: DocuSigned by: _____
9F4E4E56A1704DE...
Christopher Townsend, President

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION SCHEDULE

Term of Services: July 1, 2024 through June 30, 2025

All-Inclusive Retainer

DESCRIPTION OF SERVICES	MONTHLY FEE
Grant Strategy and Writing Services	**$5,000***
Conduct Detailed Orientation	Included
Craft Strategic Funding Plan	Included
Identify, Research, and Monitor Grant Funding Opportunities	Included
Grant Application Development and Submittal	Included
Establishment of Clear Accountabilities	Included
Provide Overview of Full Applications Requirements	Included
Assemble Project Background and Details	Included
Coordinate Technical Project Details	Included
Draft Written Proposal	Included
Incorporate Feedback to Finalize Proposal	Included
Submit Completed Application	Included
Funding Advocacy	Included
Post-Grant Submittal Advocacy	Included
Post-Award Grant Administration and Compliance	Included
Comprehensive Follow-Up on Unsuccessful Applications	Included
**The monthly fee includes all reasonable business and travel expenses*	

Agenda Item 5.10

STAFF REPORT
CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendments to Consulting Services Agreements for On-Call Services for the Building and Safety and Code Enforcement Divisions
Prepared by: Gregory Shreeve, Chief Building Official

EXECUTIVE SUMMARY:

The City Council will consider approving amendments to the Consulting Services Agreements with 4Leaf, Inc. and TRB & Associates, Inc., which provide contract services on an as-needed basis to the Community Development Department. The City Council will also consider approving an amendment to the agreement with Civica Law Group, APC to provide special legal counsel for code enforcement activities. The proposed amendments extend the term of the agreements to June 30, 2026 and increase the compensation paid during the term of the agreements.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Amendments to the Consulting Services Agreements for On-Call Contract Building and Safety Division Services with 4Leaf, Inc. and TRB & Associates, Inc., adopt the **Resolution** Approving the Second Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services, and approve the budget change.

FINANCIAL IMPACT:

Approval of the amendment with Civica Law Group, APC, will require a budget change for Fiscal Year 2023-24 of $20,000 funded by the General Fund Undesignated Reserve. Funding for these costs in Fiscal Year 2024-25 has been included in the Fiscal Years 2024-25 and 2025-26 Proposed Budget.

DESCRIPTION:

The Building and Safety Division of the Community Development Department utilizes consultants on an as-needed basis to assist Staff with specific areas of technical expertise and to assist with overflow work. This includes plan check, inspections, and building code compliance activities. These consultants were selected through an open and competitive request for qualifications process. The City Council authorized entering into Consulting Services Agreements with these

firms on June 1, 2021 (Resolution 58-21). The term of services on these agreements expires on June 30, 2024.

Staff proposes to amend the Consulting Services Agreements to extend the term of services through June 30, 2026. Staff also proposes to amend these agreements to increase the limit on the compensation paid to the consultants during the term of these agreements as noted in Table 1, and to modify the hourly reimbursement rates as shown in Table 2.

Table 1: Not-to-Exceed Limits

Consultant	Current Not-to-Exceed	Proposed Not-to-Exceed
4Leaf, Inc.	$3,000,000	$4,250,000
TRB & Associates, Inc.	$1,750,000	$2,750,000

Table 2: Hourly Rates

Consultant Position	Current Rates	Proposed Rates
Supervising Building Inspector	$144 to $146	$151 to $153
Building Inspector III	$127 to $135	$132 to $142
Building Inspector II	$114 to $125	$119 to $131
Building Inspector I	$97 to $109	$99 to $114
Building Inspector Trainee	$74 to $88	$76 to $92
Plan Review (on or off-site)	$146 to $160	$153 to $170
Permit Technician	$93 to $97	$98 to $99
Certified Access Specialist Inspector surcharge	$5 to $7	$5 to $7
Overtime rate	150%	150%
Expediting plan check rate	150%	150%
Project Manager / Deputy Building Official	$156 to $160	$164-$170

The City has an existing contract with Civica Law Group, APC to provide special legal counsel, representation, and assistance with code enforcement activities. The current not-to-exceed limit is $205,000. Staff is proposing to increase that amount by $20,000 for the current fiscal year ending on June 30, 2024. Staff is further proposing a not-to-exceed limit of $400,000 for July 1, 2024 to June 30, 2026.

A resolution approving the amendments to the Consulting Services Agreements with 4Leaf Inc. and TRB & Associates Inc., is included as Attachment 1 to this Staff Report. A resolution approving the amendment to the Agreement between Civica Law Group, APC and the City of Dublin is included as Attachment 6 to this Staff Report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving Amendments to the Consulting Services Agreements for On-Call Contract Building and Safety Services with 4Leaf, Inc. and TRB & Associates, Inc.
2) Exhibit A to the Resolution – Third Amendment to Consulting Services Agreement Between the City of Dublin and 4Leaf, Inc.
3) Exhibit B to the Resolution – Second Amendment to Consulting Services Agreement Between the City of Dublin and TRB & Associates, Inc.
4) Consulting Services Agreement and First and Second Amendment with 4Leaf Inc.
5) Consulting Services Agreement and First Amendment with TRB & Associates, Inc.
6) Resolution Approving the Second Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services
7) Exhibit A to the Resolution – Second Amendment to Agreement Between Civica Law Group, APC and the City of Dublin
8) Agreement and First Amendment with Civica Law Group, APC
9) Budget Change Form

RESOLUTION NO. XX – 24

APPROVING AMENDMENTS TO THE CONSULTING SERVICES AGREEMENTS FOR ON-CALL CONTRACT BUILDING AND SAFETY SERVICES WITH 4LEAF, INC. AND TRB & ASSOCIATES, INC.

WHEREAS, the City Council has approved Consulting Services Agreements with 4Leaf, Inc., and TRB & Associates, Inc., (Consultants) to provide certain services to the Building and Safety Division on an as needed basis; and

WHEREAS, said Consultants were selected through a Request for Qualifications process; and

WHEREAS, Staff proposes to extend the term of the Agreements until June 30, 2026, and increase the limit on the total compensation paid during the term of the Agreements; and

WHEREAS, the Consultants submitted a request to increase the hourly compensation in accordance with the terms of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Third Amendment to the Consulting Services Agreement for On-Call Contract Building and Safety Services with 4Leaf, Inc.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby approve the Second Amendment to the Consulting Services Agreement for On-Call Contract Building and Safety Services with TRB & Associates, Inc.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Third Amendment to the agreement with 4Leaf, Inc., attached hereto as **Exhibit A,** execute the Second Amendment to the agreement with TRB & Associates, Inc., attached hereto as **Exhibit B** and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

THIRD AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND 4LEAF, INC.

WHEREAS, on July 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and 4Leaf, Inc. (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for On-Call Building and Safety Services, which agreement was amended on July 1, 2023 (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, in 2021, Staff prepared and initiated a Request for Qualifications (RFQ) for on-call Building and Safety services; and

WHEREAS, The City Council has directed Staff to process development projects expeditiously and to hire consultants when services are needed; and

WHEREAS, the existing AGREEMENT is set to expire on June 30, 2024 and has a not to exceed sum of $3,000,000; and

WHEREAS, the CITY and CONSULTANT mutually desire to extend the term of services to expire on June 30, 2026, increase the not to exceed amount to $4,250,000, and increase the reimbursable rates as provided in Exhibit B to the AGREEMENT.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended, effective July 1, 2024, as follows:

1) Section 1.0 Term of Services shall be amended as follows and all other provision of this section shall remain unchanged:

   Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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.

2) Section 2.0 Compensation shall be amended as follows and all other provision of this section shall remain unchanged:

   COMPENSATION. CITY hereby agrees to pay CONSULTANT a sum not to exceed $4,250,000.00 to be approved for use by the City Manager. CONSULTANT shall

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provide to CITY the amended services as shown in the Budget attached as Exhibit A, all other provisions of this section shall remain unchanged.

3) Exhibit B shall be rescinded in its entirety and replaced with the attached revised exhibit.

4) Except to the extent inconsistent with this Second Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

5) 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.

6) The individuals executing this Second 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 Third Amendment.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed as of July 1, 2024.

CITY OF DUBLIN

By: _____
Linda Smith, City Manager

4LEAF, INC.

By: DocuSigned by: Kevin Duggan 813734D554DD4B5
Kevin J. Duggan, President

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

A. CITY shall pay CONSULTANT for services rendered in accordance with the hourly rates stated in Section B. CONSULTANT shall submit invoices, not more often than once per month, based upon the work completed. At the sole discretion of the CITY, other payment schedules may be considered. Invoices shall include an accounting of all hours by classification and task. Invoices shall include the purchase order number, amount of purchase order, amount of purchase order remaining, and total hours of augmentation personnel assigned to the City covered by purchase order. The format documentation included on the invoice shall be subject to approval by the City Manager and/or designee.

B. HOURLY RATES

The following rates include all reimbursable or indirect costs, including but not limited to business cards, all required code books and references, a vehicle and mobile field device (smart phone or laptop) compatible with the City's permitting system.

1.	Supervising Building Inspection (Includes oversight of Contract Inspectors, monitoring of inspections Demand and a knowledge / certification in commercial / multi-family and single-family building systems. May include plan checking assignments)	$151.00
2.	Building Inspector III (Includes knowledge / certification in commercial / multi-family and single-family building systems including structural. Mechanical, plumbing and electrical systems. May include plan checking of non-structural plans.)	$132.00
3.	Building Inspector II (Includes knowledge / certification in residential building systems including structural, mechanical. Plumbing, and electrical systems. May included plan checking of non-structural plans.)	$119.00
4.	Building Inspector I (Includes inspections of residential buildings)	$99.00
5.	Building Inspector Trainee	$76.00

6.	Plan Review (On or off site)	$170.00
7.	Permit Technician	$99.00
8.	Overtime rates (When pre-approved in writing from Contract Administrator or designee)	150% of Above Hourly Rates
9.	Certified Access Specialist - Augmentation Inspector (An hourly surcharge is permitted for each inspector rate listed in this exhibit that holds and active CASp certification)	$7.00
10.	Expediting of Projects (When pre-approved in writing from Contract Administrator or designee. Plan Check Times to be negotiated with each project but shall be at least 30% faster than plan check times listed in *Exhibit A section 1a*) Project Manager / Deputy Building Official Plan Check Rates	 $170.00 150% of Above Hourly Plan Review Rate

This AGREEMENT does not include an automatic annual escalation in rates. Rate change requests, if any, shall be submitted in writing to the Contract Administrator for the City of Dublin no later than April 1st of each year and if approved will become effective July 1st of that year.

SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND TRB & ASSOCIATES, INC.

WHEREAS, on July 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and TRB & Associates, Inc. (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for On-Call Building and Safety Services, which agreement was amended on July 1, 2023 (hereinafter referred to as the “AGREEMENT”); and

WHEREAS, in 2021, Staff prepared and initiated a Request for Qualifications (RFQ) for on-call Building and Safety services; and

WHEREAS, The City Council has directed Staff to process development projects expeditiously and to hire consultants when services are needed; and

WHEREAS, the existing AGREEMENT is set to expire on June 30, 2024 and has a not to exceed sum of $1,750,000; and

WHEREAS, the CITY and CONSULTANT mutually desire to extend the term of services to expire on June 30, 2026, increase the not to exceed amount to $2,750,000, and increase the reimbursable rates as provided in Exhibit B to the AGREEMENT.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended, effective July 1, 2024, as follows:

1) Section 1.0 Term of Services shall be amended as follows and all other provision of this section shall remain unchanged:

   Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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.

2) Section 2.0 Compensation shall be amended as follows and all other provision of this section shall remain unchanged:

   COMPENSATION. CITY hereby agrees to pay CONSULTANT a sum not to exceed $2,750,000.00 to be approved for use by the City Manager. CONSULTANT shall

provide to CITY the amended services as shown in the Budget attached as Exhibit A, all other provisions of this section shall remain unchanged.

3) Exhibit B shall be rescinded in its entirety and replaced with the attached revised exhibit.

4) Except to the extent inconsistent with this Second Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

5) 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.

6) The individuals executing this Second 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 Second Amendment.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of July 1, 2024.

CITY OF DUBLIN

By: _____
Linda Smith, City Manager

TRB & ASSOCIATES, INC.

DocuSigned by:
Todd Bailey
075F0172DECE462...

By: _____
Todd Bailey, P.E., LEED AP, CASp, MBA
Principal and Project Manager

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

A. CITY shall pay CONSULTANT for services rendered in accordance with the hourly rates stated in Section B. CONSULTANT shall submit invoices, not more often than once per month, based upon the work completed. At the sole discretion of the CITY, other payment schedules may be considered. Invoices shall include an accounting of all hours by classification and task. Invoices shall include the purchase order number, amount of purchase order, amount of purchase order remaining, and total hours of augmentation personnel assigned to the City covered by purchase order. The format documentation included on the invoice shall be subject to approval by the City Manager and/or designee.

B. HOURLY RATES

The following rates include all reimbursable or indirect costs, including but not limited to business cards, all required code books and references, a vehicle and mobile field device (smart phone or laptop) compatible with the City's permitting system.

1.	Supervising Building Inspection (Includes oversight of Contract Inspectors, monitoring of inspections Demand and a knowledge / certification in commercial / multi-family and single-family building systems. May include plan checking assignments)	$153.00
2.	Building Inspector III (Includes knowledge / certification in commercial / multi-family and single-family building systems including structural. Mechanical, plumbing and electrical systems. May include plan checking of non-structural plans.)	$142.00
3.	Building Inspector II (Includes knowledge / certification in residential building systems including structural, mechanical. Plumbing, and electrical systems. May included plan checking of non-structural plans.)	$131.00
4.	Building Inspector I (Includes inspections of residential buildings)	$114.00

5.	Building Inspector Trainee	$92.00
6.	Plan Review (On or off site)	$153.00
7.	Permit Technician	$98.00
8.	Overtime rates (When pre-approved in writing from Contract Administrator or designee)	150% of Above Hourly Rates
9.	Certified Access Specialist - Augmentation Inspector (An hourly surcharge is permitted for each inspector rate listed in this exhibit that holds and active CASp certification)	$7.00
10.	Expediting of Projects (When pre-approved in writing from Contract Administrator or designee. Plan Check Times to be negotiated with each project but shall be at least 30% faster than plan check times listed in *Exhibit A section 1a*) Project Manager / Deputy Building Official Plan Check Rates	 $164.00 150% of Above Hourly Plan Review Rate

This AGREEMENT does not include an automatic annual escalation in rates. Rate change requests, if any, shall be submitted in writing to the Contract Administrator for the City of Dublin no later than April 1st of each year and if approved will become effective July 1st of that year.

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND 4LEAF, INC.

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and 4Leaf, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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. Consultant shall conform to the requirements of the Special Conditions attached as Exhibit C.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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. Consultant 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 Consultant is engaged.

1.3 Assignment of Personnel. Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant 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 Consultant's obligations hereunder.

1.5 [Reserved].

1.6 [Reserved].

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $3,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

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2.9 **Authorization to Perform Services.** The Consultant 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.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant 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. Consultant 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 Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant 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. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.**

4.1.1 **General Requirements.** Consultant 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 Consultant. 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, Consultant 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 entity for all work performed by the Consultant, its employees, agents, and subcontractors.

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

a. Certificate of Liability 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.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 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 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant'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 Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant 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 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

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d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 **All Policies Requirements.**

4.4.1 **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.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant 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 Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **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).

4.4.5 **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.

4.4.6 **Subcontractors.** Consultant 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.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant 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 Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant 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 Consultant 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, Consultant 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 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement.

Consultant 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 Consultant.

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not 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 Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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 Consultant's Books and Records. Consultant 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 Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Subsection 9.2 of this Agreement requires Consultant 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 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

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

10.9 **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.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
4Leaf, Inc.
2126 Rheem Drive
Pleasanton, CA 94588

Any written notice to City shall be sent to:

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

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses
Exhibit C	Indemnification

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 **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 Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant 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

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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

DocuSigned by:
Linda Smith
E33836CFFC044E0...

Linda Smith, City Manager

4LEAF, INC.

DocuSigned by:
Kevin Duggan
813734D554DD4B5...

Kevin J. Duggan, President

Attest:

DocuSigned by:
Marsha Moore
9BB70815D22F40A...

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:
Jordyn Bishop for
5ED7F30979DC404...

City Attorney

3070368.1

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EXHIBIT A

SCOPE OF SERVICES

1. BUILDING INSPECTION AND PLAN CHECK SERVICES. Consultant shall enforce provisions of the City's Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards, Universal Design, Energy and Building Maintenance Codes; The City of Dublin's Zoning Code; and related State and local laws. Consultant shall make such inspections and investigations as may be required to effect such enforcement and issue permits as / are required by the City's Ordinances and duly adopted policies. Such enforcement shall include the duties related to the Building Official, as assigned, as set forth in the Dublin Municipal Code, and in the performance of such work the Consultant shall do the following:

    a. Plan Review. As assigned by the Chief Building Official, review plans prepared by or on behalf of applicants for compliance with the applicable Federal, State, and City ordinances and regulations.

    Consultant will strive to complete the first plan check submitted within ten (10) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the ten (10) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed fifteen (15) days on large-scale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within ten (10) business days.

    Consultant will strive to complete the second or subsequent plan check submitted within five (5) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the five (5) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed ten (10) days on large-scale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within five (5) business days.

    b. Building Inspection. Provide building inspection services during the course of construction of facilities to enforce compliance with the provisions of applicable laws including City Ordinances and regulations set forth on the plans for which the permit is issued. In the performance of such duties, Consultant shall provide prompt inspections for each project at the completion of various stages of construction to determine compliance. Consultant shall provide City Manager and / or designee with relevant background information on all assigned inspection personnel prior to assignment under this agreement. Consultant shall assign competent personnel whose background, experience, applicable certifications, and demeanor demonstrate an ability to conduct inspections of the type required under this Agreement, in accordance with City standards. City Manager and / or designee shall determine acceptability of assigned inspection personnel. Consultant shall promptly identify alternate personnel in the event of a request by the City Manager and / or designee.

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In the event that Consultant request a change in the assigned inspection personnel, Consultant shall bear the full cost of any training required to familiarize the assigned personnel with the current status of projects in the City. At the minimum, this shall include a one-week overlap with both inspectors. In the event that an assigned inspector is absent for a period of greater than three concurrent workdays, the Consultant will provide a qualified temporary replacement that is approved by the City.

c. Building Maintenance / Housing Code Enforcement. Under the direction of the Chief Building Official, Consultant shall enforce the City's Building Maintenance Code by investigation of complaints regarding substandard housing conditions and when necessary, prepare cases for citation hearings, criminal proceedings in municipal court, and / or civil abatement proceedings.

d. Presentations of Code Updates. In the event that the State of California adopts revisions to any of the adopted codes during the term of this Agreement, Consultant upon request shall assist the Building Official in preparing the staff report and necessary ordinances in advance of the State mandatory implementation date.

e. Other Duties. Consultant shall perform other related activities as requested by the City, including Permit Technician or Building Official services. Fees for such services shall be negotiated on an as-needed basis as approved by the City Manager or his/her designee.

2. REPORTING / PUBLIC INFORMATION. Consultant shall be responsible for coordination of monthly and annual reports summarizing activities undertaken pursuant to this Agreement. Reports shall be in a format as mutually agreed by the City Manager and/or designee. As required, Consultant may prepare staff reports for City Council, including but not limited to review and adoption of related code updates. Consultant shall also assist with the preparation of informational brochures designed to assist the public with Building and Safety process.

3. COLLECTION OF FEES. All fees collected from permit applicants in connection with the carrying out of the functions set forth in this Agreement shall be collected by the City. If required, Consultant shall submit as appropriate, information and recommendations on proposed City adjustments to the adopted fee schedules.

4. LIMITATIONS (AVODANCE OF CONFLICTS). During the term of this Agreement, Consultant shall not provide services to any client for a project that requires and approval from the City.

5. EMERGENCY OPERATIONS ASSISTANCE. The following terms and conditions are hereby agreed to by Consultant in the event of a local or reginal emergency:

   a. Report into the City of Dublin Emergency Operations Center (E.O.C.). Contract personnel assigned to the City will make a reasonable effort to report to the City of Dublin E.O.C. as soon as possible following a local or regional emergency.

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b. Consultant shall provide emergency preparedness training. All contract personnel assigned to the City shall maintain at all times appropriate emergency training and certification, such as ATC-20 Damage Assessment Training and Certification.

c. The Consultant shall make contract personnel and Consultant resources available for emergency response at the same hourly rates and conditions specified in this contract.

d. The Consultant acknowledges that emergency response work may require variations in the work hours and assignments.

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EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

A. City shall pay Consultant for services rendered in accordance with the hourly rates stated in section B. Consultant shall submit invoices, not more often than once per month, based upon the work completed. At the sole discretion of the City, other payment schedules may be considered. Invoices shall include an accounting of all hours by classification and task. Invoices shall include the purchase order number, amount of purchase order, amount of purchase order remaining, and total hours of augmentation personnel assigned to the City covered by purchase order. The format documentation included on the invoice shall be subject to approval by the City Manager and / or designee.

B. HOURLY RATES:

The following rates include all reimbursable or indirect costs, including but not limited to business cards, all required code books and references, a vehicle, mileage and mobile field device (tablet or laptop) compatible with the City's permitting and plan storage systems.

1)	Supervising Building Inspection (Includes oversight of Contract Inspectors, monitoring of inspections Demand and a knowledge / certification in commercial / multi-family and single-family building systems. May include plan checking assignments)	$124.00
2)	Building Inspector III (Includes knowledge / certification in commercial / multi-family and single-family building systems including structural. Mechanical, plumbing and electrical systems. May include plan checking of non-structural plans.)	$111.00
3)	Building Inspector II (Includes knowledge / certification in residential building systems including structural, mechanical. Plumbing, and electrical systems. May included plan checking of non-structural plans.)	$101.00
4)	Building Inspector I (Includes inspections of residential buildings)	$87.00

5)	Building Inspector Trainee	$67.00
6)	Plan Review (On or off site)	$140.00
7)	Permit Technician	$75.00 to $85.00
8)	Overtime rates (When pre-approved in writing from Contract Administrator or designee)	150% of Above Hourly Rates
9)	Certified Access Specialist - Augmentation Inspector (An hourly surcharge is permitted for each inspector rate listed in this exhibit that holds and active CASp certification)	$5.00
10)	Expediting of Projects (When pre-approved in writing from Contract Administrator or designee. Plan Check Times to be negotiated with each project but shall be at least 30% faster than plan check times listed in *Exhibit A section 1a*) Project Manager / Deputy Building Official Plan Check Rates	 $132.00 150% of Above Hourly Plan Review Rate

This agreement does not include an automatic annual escalation in rates. Rate change requests, if any, shall be submitted in writing to the Contract Administrator for the City of Dublin no later than April 1st of each year and if approved by the City Council would become effective July 1st of that year.

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EXHIBIT C

INDEMNIFICATION

A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

E. In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

3070368.1

FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND 4LEAF, INC.

WHEREAS, on July 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and 4Leaf, Inc. (hereinafter referred to as "CONSULTANT") entered into a **Consulting** Services Agreement for Building and Safety services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, The City Council has directed Staff to process development projects expeditiously and to hire consultants when services are needed; and

WHEREAS, the existing AGREEMENT *expires on June 30, 2024; and*

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to increase the reimbursable rates as provided in Exhibit B, Compensation Schedule & Reimbursable Expenses, of the Agreement.

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

1) Exhibit B shall be rescinded in its entirety and replaced with the following:

Exhibit B, Compensation Schedule – Section B. Hourly Rates:

A. City shall pay Consultant for services rendered in accordance with the hourly rates stated in Section B. Consultant shall submit invoices, not more often than once per month, based upon the work completed. At the sole discretion of the City, other payment schedules may be considered. Invoices shall include an accounting of all hours by classification and task. Invoices shall include the purchase order number, amount of purchase order, amount of purchase order remaining, and total hours of augmentation personnel assigned to the City covered by purchase order. The format documentation included on the invoice shall be subject to approval by the City Manager and/or designee.

B. HOURLY RATES:

The following rates include all reimbursable or indirect costs, including but not limited to business cards, all required code books and references, a vehicle and mobile field device (smart phone or laptop) compatible with the City's permitting system.

1)	Supervising Building Inspection (Includes oversight of Contract Inspectors, monitoring of inspections Demand and a knowledge / certification in commercial / multi-family and single-family building systems. May include	$133.00

plan checking assignments)

2)	Building Inspector III (Includes knowledge / certification in commercial / multi-family and single-family building systems including structural. Mechanical, plumbing and electrical systems. May include plan checking of non-structural plans.)	$119.00
3)	Building Inspector II (Includes knowledge / certification in residential building systems including structural, mechanical. Plumbing, and electrical systems. May included plan checking of non-structural plans.)	$108.00
4)	Building Inspector I (Includes inspections of residential buildings)	$93.00
5)	Building Inspector Trainee	$72.00
6)	Plan Review (On or off site)	$150.00
7)	Permit Technician	$80.00 to $91.00
8)	Overtime rates (When pre-approved in writing from Contract Administrator or designee)	150% of Above Hourly Rates
9)	Certified Access Specialist - Augmentation Inspector (An hourly surcharge is permitted for each inspector rate listed in this exhibit that holds and active CASp certification)	$7.00
10)	Expediting of Projects (When pre-approved in writing from Contract Administrator or designee. Plan Check Times to be negotiated with each project but shall be at least 30% faster than plan check times listed in *Exhibit A section 1a*) Project Manager / Deputy Building Official Plan Check Rates	 $150.00 150% of Above Hourly Plan Review Rate

This agreement does not include an automatic annual escalation in rates. Rate change requests, if any, shall be submitted in writing to the Contract Administrator for the City of Dublin no later than April 1st of each year and if approved will become effective July 1st of that year.

2) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

3) 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.

4) 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

executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: DocuSigned by: Linda Smith
E33836CFFC044E0...
Linda Smith, City Manager

Dated: 5/21/2022

4LEAF, INC.

By: DocuSigned by: Kevin Duggan
843734D564DD4B5...
Kevin J. Duggan, President

ATTEST:

By: DocuSigned by: Marsha Moore
9BB70815D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by:
4D33BDE7E6D8453...
City Attorney

DocuSign Envelope ID: 14024560-9E69-4F77-987B-CE3DB5072BAE

AMENDMENT #2 TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND 4LEAF, INC.

WHEREAS, on July 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and 4Leaf, Inc. (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for Building and Safety services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, The City Council has directed Staff to process development projects expeditiously and to hire consultants when services are needed; and

WHEREAS, the existing AGREEMENT *expires on June 30, 2024; and*

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to increase the reimbursable rates as provided in Exhibit B, Compensation Schedule & Reimbursable Expenses, of the Agreement.

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

1) Exhibit B shall be rescinded in its entirety and replaced with the following:

Exhibit B, Compensation Schedule – Section B. Hourly Rates:

A. City shall pay Consultant for services rendered in accordance with the hourly rates stated in Section B. Consultant shall submit invoices, not more often than once per month, based upon the work completed. At the sole discretion of the City, other payment schedules may be considered. Invoices shall include an accounting of all hours by classification and task. Invoices shall include the purchase order number, amount of purchase order, amount of purchase order remaining, and total hours of augmentation personnel assigned to the City covered by purchase order. The format documentation included on the invoice shall be subject to approval by the City Manager and/or designee.

B. HOURLY RATES:

Exhibit B, Compensation Schedule – Section B. Hourly Rates: The following rates include all reimbursable or indirect costs, including but not limited to business cards, all required code books and references, a vehicle and mobile field device (smart phone or laptop) compatible with the City's permitting system.

1)	Supervising Building Inspection (Includes oversight of Contract Inspectors, monitoring of inspections Demand and a knowledge / certification in commercial / multi-family and single-family building systems. May include plan checking assignments)	$144.00

2)	Building Inspector III (Includes knowledge / certification in commercial / multi-family and single-family building systems including structural. Mechanical, plumbing and electrical systems. May include plan checking of non-structural plans.)	$127.00
3)	Building Inspector II (Includes knowledge / certification in residential building systems including structural, mechanical. Plumbing, and electrical systems. May included plan checking of non-structural plans.)	$114.00
4)	Building Inspector I (Includes inspections of residential buildings)	$97.00
5)	Building Inspector Trainee	$74.00
6)	Plan Review (On or off site)	$160.00
7)	Permit Technician	$84.00 - $97.00
8)	Overtime rates (When pre-approved in writing from Contract Administrator or designee)	150% of Above Hourly Rates
9)	Certified Access Specialist - Augmentation Inspector (An hourly surcharge is permitted for each inspector rate listed in this exhibit that holds and active CASp certification)	$7.00
10)	Expediting of Projects (When pre-approved in writing from Contract Administrator or designee. Plan Check Times to be negotiated with each project but shall be at least 30% faster than plan check times listed in *Exhibit A section 1a*) Project Manager / Deputy Building Official Plan Check Rates	 $160.00 150% of Above Hourly Plan Review Rate

This agreement does not include an automatic annual escalation in rates. Rate change requests, if any, shall be submitted in writing to the Contract Administrator for the City of Dublin no later than April 1st of each year and if approved will become effective July 1st of that year.

2) Except to the extent inconsistent with this Second Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

3) 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.

4) 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 Second Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

DocuSigned by:
By: Linda Smith
E33836CFFC044E0...
Linda Smith, City Manager

Dated: _____

4LEAF, INC.

DocuSigned by:
By: Kevin Duggan
813734D554DD4B5...
Kevin J. Duggan, President

ATTEST:

DocuSigned by:
By: Marsha Moore
9BB70815D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Camilla Getz
21204750D69C449...
City Attorney

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND TRB AND ASSOCIATES, INC.

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and TRB and Associates, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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. Consultant shall conform to the requirements of the Special Conditions attached as Exhibit C.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, the date of completion specified in Exhibit A, and Consultant 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 Consultant 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 Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant 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. Consultant 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 Consultant is engaged.

1.3 Assignment of Personnel. Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant 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 Consultant's obligations hereunder.

1.5 [Reserved].

1.6 [Reserved].

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $1,000,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant 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.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant 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. Consultant 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 Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant 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. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.**

4.1.1 **General Requirements.** Consultant 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 Consultant. 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, Consultant 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 entity for all work performed by the Consultant, its employees, agents, and subcontractors.

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

a. Certificate of Liability 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.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 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 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant'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 Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant 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 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 **All Policies Requirements.**

4.4.1 **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.

4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant 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 Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant 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 Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **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).

4.4.5 **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.

4.4.6 **Subcontractors.** Consultant 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.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant 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 Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant 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 Consultant 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, Consultant 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 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement.

Consultant 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 Consultant.

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not 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 Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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 Consultant's Books and Records. Consultant 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 Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Subsection 9.2 of this Agreement requires Consultant 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 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

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

10.9 **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.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
TRB and Associates, Inc.
3180 Crow Canyon Place
Suite 216
Sam Ramon, CA 94583

Any written notice to City shall be sent to:

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

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses
Exhibit C	Indemnification

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 **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 Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant 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

DocuSigned by:
Linda Smith
E33836CFFC044E0...

Linda Smith, City Manager

TRB AND ASSOCIATES, INC.

DocuSigned by:
Todd Bailey
BE5DCDFD4E3D498...

Todd Bailey, P.E., LEED AP, CASp, MBA,
Principal and Project Manager

Attest:

DocuSigned by:
Marsha Moore
9BB70815D22F40A...

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:
4D33BDE7E6D8453...

City Attorney

3070368.1

EXHIBIT A

SCOPE OF SERVICES

1. BUILDING INSPECTION AND PLAN CHECK SERVICES. Consultant shall enforce provisions of the City's Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards, Universal Design, Energy and Building Maintenance Codes; The City of Dublin's Zoning Code; and related State and local laws. Consultant shall make such inspections and investigations as may be required to effect such enforcement and issue permits as / are required by the City's Ordinances and duly adopted policies. Such enforcement shall include the duties related to the Building Official, as assigned, as set forth in the Dublin Municipal Code, and in the performance of such work the Consultant shall do the following:

    a. Plan Review. As assigned by the Chief Building Official, review plans prepared by or on behalf of applicants for compliance with the applicable Federal, State, and City ordinances and regulations.

    Consultant will strive to complete the first plan check submitted within ten (10) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the ten (10) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed fifteen (15) days on large-scale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within ten (10) business days.

    Consultant will strive to complete the second or subsequent plan check submitted within five (5) business days of notification of assignment of review by the City. The goal agreed to by Consultant will be to complete 95% of all complete submittal within the five (5) day period. City recognizes that on large scale projects this may not be possible, and Consultant will strive for a plan review period that does not exceed ten (10) days on large-scale projects. The Consultant SHALL notify the Chief Building Official if the first plan check will not be completed within five (5) business days.

    b. Building Inspection. Provide building inspection services during the course of construction of facilities to enforce compliance with the provisions of applicable laws including City Ordinances and regulations set forth on the plans for which the permit is issued. In the performance of such duties, Consultant shall provide prompt inspections for each project at the completion of various stages of construction to determine compliance. Consultant shall provide City Manager and / or designee with relevant background information on all assigned inspection personnel prior to assignment under this agreement. Consultant shall assign competent personnel whose background, experience, applicable certifications, and demeanor demonstrate an ability to conduct inspections of the type required under this Agreement, in accordance with City standards. City Manager and / or designee shall determine acceptability of assigned inspection personnel. Consultant shall promptly identify alternate personnel in the event of a request by the City Manager and / or designee.

In the event that Consultant request a change in the assigned inspection personnel, Consultant shall bear the full cost of any training required to familiarize the assigned personnel with the current status of projects in the City. At the minimum, this shall include a one-week overlap with both inspectors. In the event that an assigned inspector is absent for a period of greater than three concurrent workdays, the Consultant will provide a qualified temporary replacement that is approved by the City.

c. Building Maintenance / Housing Code Enforcement. Under the direction of the Chief Building Official, Consultant shall enforce the City's Building Maintenance Code by investigation of complaints regarding substandard housing conditions and when necessary, prepare cases for citation hearings, criminal proceedings in municipal court, and / or civil abatement proceedings.

d. Presentations of Code Updates. In the event that the State of California adopts revisions to any of the adopted codes during the term of this Agreement, Consultant upon request shall assist the Building Official in preparing the staff report and necessary ordinances in advance of the State mandatory implementation date.

e. Other Duties. Consultant shall perform other related activities as requested by the City, including Permit Technician or Building Official services. Fees for such services shall be negotiated on an as-needed basis as approved by the City Manager or his/her designee.

2. REPORTING / PUBLIC INFORMATION. Consultant shall be responsible for coordination of monthly and annual reports summarizing activities undertaken pursuant to this Agreement. Reports shall be in a format as mutually agreed by the City Manager and/or designee. As required, Consultant may prepare staff reports for City Council, including but not limited to review and adoption of related code updates. Consultant shall also assist with the preparation of informational brochures designed to assist the public with Building and Safety process.

3. COLLECTION OF FEES. All fees collected from permit applicants in connection with the carrying out of the functions set forth in this Agreement shall be collected by the City. If required, Consultant shall submit as appropriate, information and recommendations on proposed City adjustments to the adopted fee schedules.

4. LIMITATIONS (AVODANCE OF CONFLICTS). During the term of this Agreement, Consultant shall not provide services to any client for a project that requires and approval from the City.

5. EMERGENCY OPERATIONS ASSISTANCE. The following terms and conditions are hereby agreed to by Consultant in the event of a local or reginal emergency:

   a. Report into the City of Dublin Emergency Operations Center (E.O.C.). Contract personnel assigned to the City will make a reasonable effort to report to the City of Dublin E.O.C. as soon as possible following a local or regional emergency.

b. Consultant shall provide emergency preparedness training. All contract personnel assigned to the City shall maintain at all times appropriate emergency training and certification, such as ATC-20 Damage Assessment Training and Certification.

c. The Consultant shall make contract personnel and Consultant resources available for emergency response at the same hourly rates and conditions specified in this contract.

d. The Consultant acknowledges that emergency response work may require variations in the work hours and assignments.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

A. City shall pay Consultant for services rendered in accordance with the hourly rates stated in section B. Consultant shall submit invoices, not more often than once per month, based upon the work completed. At the sole discretion of the City, other payment schedules may be considered. Invoices shall include an accounting of all hours by classification and task. Invoices shall include the purchase order number, amount of purchase order, amount of purchase order remaining, and total hours of augmentation personnel assigned to the City covered by purchase order. The format documentation included on the invoice shall be subject to approval by the City Manager and / or designee.

B. HOURLY RATES:

The following rates include all reimbursable or indirect costs, including but not limited to business cards, all required code books and references, a vehicle, mileage and mobile field device (tablet or laptop) compatible with the City's permitting and plan storage systems.

1)	Supervising Building Inspection Prevailing wage rate (Includes oversight of Contract Inspectors, monitoring of inspections Demand and a knowledge / certification in commercial / multi-family and single-family building systems. May include plan checking assignments)	$140.00 130% of Above Hourly Rate
2)	Building Inspector III Prevailing wage rate (Includes knowledge / certification in commercial / multi-family and single-family building systems including structural. Mechanical, plumbing and electrical systems. May include plan checking of non-structural plans.)	$130.00 130% of Above Hourly Rate
3)	Building Inspector II (Includes knowledge / certification in residential building systems including structural, mechanical. Plumbing, and electrical systems. May included plan checking of non-structural plans.)	$120.00
4)	Building Inspector I (Includes inspections of residential	$105.00

	buildings)	
5)	Building Inspector Trainee	$85.00
6)	Plan Review (On or off site)	$140.00
7)	Permit Technician	$80.00 to $90.00
8)	Overtime rates (When pre-approved in writing from Contract Administrator or designee)	150% of Above Hourly Rates
9)	Certified Access Specialist - Augmentation Inspector (An hourly surcharge is permitted for each inspector rate listed in this exhibit that holds and active CASp certification)	$5.00
10)	Expediting of Projects (When pre-approved in writing from Contract Administrator or designee. Plan Check Times to be negotiated with each project but shall be at least 30% faster than plan check times listed in *Exhibit A section 1a*) Project Manager / Deputy Building Official Plan Check Rates	 $150.00 150% of Above Hourly Plan Review Rate

This agreement does not include an automatic annual escalation in rates. Rate change requests, if any, shall be submitted in writing to the Contract Administrator for the City of Dublin no later than April 1st and if approved by the City Council would become effective July 1st of that year.

EXHIBIT C

INDEMNIFICATION

A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

E. In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

3070368.1

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FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND TRB AND ASSOCIATES, INC.

WHEREAS, on July 1, 2021, the City of Dublin (hereinafter referred to as "CITY") and TRB & Associates, Inc. (hereinafter referred to as "CONSULTANT") entered into a Consulting Services Agreement for Building and Safety services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, The City Council has directed Staff to process development projects expeditiously and to hire consultants when services are needed; and

WHEREAS, the existing AGREEMENT *expires on June 30, 2024; and*

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to increase the not to exceed limit as provided in Section 2, Compensation, of the Agreement.

WHEREAS, the CITY and CONSULTANT now wish to amend the Agreement to increase the reimbursable rates as provided in Exhibit B, Compensation Schedule & Reimbursable Expenses, 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. Compensation, the not to exceed amount shall be increased to $1,750,000, whereas the provisions of Sections 2.1 to 2.9 shall remain unchanged.

2) Exhibit B shall be rescinded in its entirety and replaced with the following:

Exhibit B, Compensation Schedule – Section B. Hourly Rates:

A. City shall pay Consultant for services rendered in accordance with the hourly rates stated in Section B. Consultant shall submit invoices, not more often than once per month, based upon the work completed. At the sole discretion of the City, other payment schedules may be considered. Invoices shall include an accounting of all hours by classification and task. Invoices shall include the purchase order number, amount of purchase order, amount of purchase order remaining, and total hours of augmentation personnel assigned to the City covered by purchase order. The format documentation included on the invoice shall be subject to approval by the City Manager and/or designee.

B. HOURLY RATES

Exhibit B, Compensation Schedule – Section B. Hourly Rates: The following rates include all reimbursable or indirect costs, including but not limited to business cards, all required code books and references, a vehicle and mobile field device (smart phone or laptop) compatible with the City's permitting system.

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1)	Supervising Building Inspection (Includes oversight of Contract Inspectors, monitoring of inspections demand and a knowledge / certification in commercial / multi-family and single-family building systems. May include plan checking assignments)	$146.00
2)	Building Inspector III (Includes knowledge / certification in commercial / multi-family and single-family building systems including structural. Mechanical, plumbing and electrical systems. May include plan checking of non-structural plans.)	$135.00
3)	Building Inspector II (Includes knowledge / certification in residential building systems including structural, mechanical. Plumbing, and electrical systems. May included plan checking of non-structural plans.)	$125.00
4)	Building Inspector I (Includes inspections of residential buildings)	$109.00
5)	Building Inspector Trainee	$88.00
6)	Plan Review (On or off site)	$146.00
7)	Permit Technician	$83.00 - $93.00
8)	Overtime rates (When pre-approved in writing from Contract Administrator or designee)	150% of Above Hourly Rates
9)	Certified Access Specialist - Augmentation Inspector (An hourly surcharge is permitted for each inspector rate listed in this exhibit that holds and active CASp certification)	$5.00
10)	Expediting of Projects (When pre-approved in writing	

from Contract Administrator or designee.
Plan Check Times to be negotiated
with each project but shall be at least 30%
faster than plan check times listed in *Exhibit A section 1a*)
Project Manager / Deputy Building Official $156.00
Plan Check Rates 150% of Above Hourly Plan Review Rate

This agreement does not include an automatic annual escalation in rates. Rate change requests, if any, shall be submitted in writing to the Contract Administrator for the City of Dublin no later than April 1st of each year and if approved will become effective July 1st of that year.

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

DocuSigned by:
Linda Smith
E33836CFFC044E0...

By: _____
Linda Smith, City Manager

Dated: _____

TRB AND ASSOCIATES, INC.

DocuSigned by:
Todd Bailey
075F0172DECE462...

By: _____
Todd Bailey, P.E., LEED AP, CASp, MBA
Principal and Project Manager

ATTEST:

DocuSigned by:
Marsha Moore
9BB70815D22F40A...

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Camilla Getz
21204750D69C449...

By: _____
City Attorney

RESOLUTION NO. XX – 24

APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

WHEREAS, the City of Dublin has an existing agreement with Civica Law Group for special counsel legal services, representation and assistance related to code enforcement; and

WHEREAS, the City has a continued need for special counsel legal services; and

WHEREAS, the current contract has a not to exceed amount of $205,000; and

WHEREAS, Staff proposes to amend the agreement to: 1) increase the not-to-exceed amount by $20,000 for the current fiscal year ending on June 30, 2024; and 2) establish a not-to-exceed amount of $400,000 for the period of July 1, 2024 to June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Second Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services, attached hereto as **Exhibit A**, and authorizes the City Manager to execute the agreement.

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

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

SECOND AMENDMENT TO AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

1. PARTIES AND DATE.

This Second Amendment to the agreement for services ("Amendment") by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm") is entered into as of May 21, 2024. Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City and Law Firm entered into an Agreement on March 1, 2023 ("Agreement"), whereby, Law Firm agreed to provide legal services to the City.

2.2 The City and Law Firm amended the Agreement on August 15, 2023 increase the contract limit.

2.3 The City and Law Firm now desire to amend the Agreement to provide for a contract limit for a two year contract period.

3. TERMS.

3.1 Contract Changes. The Agreement is amended as provided herein.

a. Section 3.3 is hereby amended in its entirety to read as follows: For all legal services provided in this Agreement, the City will compensate Law Firm at the blended rate of $294 per hour for attorney representation and $180 per hour for paralegals and law clerks, which fees shall increase by up to five percent on January 1 of each year, rounded up to the nearest dollar, to offset rising costs. The attorney's fees to Law Firm for fiscal year 2023-2024 shall be increased by $20,000 to a total of $205,000, and beginning July 1, 2024 through June 30, 2026, shall not exceed $400,000 without approval of the City.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement and First Amendment shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment to the Agreement. Said Agreement is and remains an effective, valid and binding obligation.

[*Signatures on following page.*]

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CITY OF DUBLIN,

a Municipal Corporation

By: _____
Linda Smith
City Manager

Approved as to form:

REDWOOD PUBLIC LAW, LLP

a Professional Corporation

By: _____
John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

By: DocuSigned by: Matthew Silver 3C58077B6796474
Matthew Silver, Esq.
Managing Partner

AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

1. PARTIES AND DATE.

This agreement ("Agreement") is entered into and made effective on March 1, 2023 by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm"). Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City wishes to engage the services of Law Firm to provide special counsel legal services as described in this Agreement. Law Firm wishes to provide all such services and has the necessary expertise and competency to provide such services.

3. TERMS.

3.1 Scope of Services. Law Firm shall provide legal advice, representation and assistance to the City on code enforcement matters as assigned to Law Firm. Law Firm shall report on a regular basis to the City and City Attorney regarding matters assigned to Law Firm, and shall handle matters subject to the input, oversight and direction of City staff and City Attorney.

3.2 Responsibilities of Attorneys and Client. Law Firm shall fully cooperate with the City and will keep the City and its staff informed of the status and progress of all pending matters and all legal matters of importance with which Law Firm is involved. Law Firm will manage and control the delivery of all legal services described hereunder in a professional, competent, and cost-effective manner. The City agrees to provide all information and documentation necessary for the attorneys at Law Firm to perform their obligations under this Agreement.

3.3 Compensation. For all legal services provided in this Agreement, the City will pay Law Firm at the blended rate of $285 per hour for attorney representation and $175 per hour for paralegals and law clerks. Attorney's fees shall not exceed $44,999 without written approval of the City. Fees shall increase by three percent annually on January 1, to offset rising costs.

3.4 Cost Reimbursement. The City shall reimburse Law Firm for all out-of-pocket expenses incurred by Law Firm in providing legal services under this Agreement, including charges for printing and copying expenses at $.16 for black and white copies and $.60 for color copies, postage, research, litigation costs, courier and messenger services, travel and automobile mileage at the current IRS rate for travel on behalf of the City. No separate charge shall be made by Law Firm for secretarial or word processing services.

3.5 Statements and Billing. Law Firm shall submit monthly invoices to the City indicating attorney fees and costs incurred for the legal services provided under this Agreement.

The monthly invoice shall describe the nature of the work performed, the attorney performing the work and the time spent for each task as well as the nature of any reimbursable expenses incurred. Upon the request of and as directed by the City, Law Firm shall generate separate invoices pertaining to specific accounts, matters and/or departments. The City shall process and cause such invoices to be paid promptly, typically within thirty (30) days of receipt. If no attorneys' fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month.

3.6 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of the attorneys at Law Firm were a substantial inducement for the City to enter into this Agreement. Therefore, Law Firm shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of the City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City.

3.7 Conflicts of Interest. Law Firm shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving the City and matters upon which Law Firm is providing legal services under this Agreement. Law Firm shall not reveal confidential information of the City except with the consent of the Board of Supervisors or as otherwise required by law. Law Firm shall notify the City of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflicts. In the event that such conflict is not or cannot be waived or resolved City shall retain legal counsel and Law Firm shall assist and cooperate with legal counsel retained by the City on the matter for which the conflict arose.

A. Law Firm represents that neither Law Firm for any of its attorneys or other persons employed by Law Firm have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of City that may be affected by the services to be provided to City pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public.

B. If Law Firm or an attorney or other person employed by Law Firm acquires such an interest while this Agreement remains in effect, Law Firm will immediately disclose such interest to the City, and the interested individual shall not participate in or influence the performance of the services to be provided to the City pursuant to this Agreement.

C. In addition to the prescriptions regarding conflicts of interest imposed on attorneys by the California Business and Professions Code, and by Rule 3-310 of the California Rules of Professional Conduct, Law Firm agrees that unless waived in writing by the City, neither Law Firm nor any attorney employed by Law Firm shall represent clients before any board, commission, committee or department of City or represent a client adverse to City for a period of one (1) year from the date of completion of the services to be provided to City pursuant to this Agreement or the early termination of the Agreement as provided for in Section 3.10.

3.8 Return of Files. At the conclusion of this Agreement, any original files transmitted to Law Firm by the City for the work performed under this Agreement for the City shall be made available to City. Law Firm will be entitled to make copies of the client files. At the conclusion

of this Agreement, (whether or not City takes possession of the client files), Law Firm shall have no further responsibility with regard to such documents.

3.9 Independent Contractor. No employment relationship is created by this Agreement. Law Firm shall perform all legal services required under this Agreement as an independent contractor of the City, except that at all times providing services under this Agreement, Law Firm's employees and agents shall be acting as public officials. Notwithstanding the foregoing, for purposes of any legal claims against Law Firm arising from its provision of services to the City, Law Firm shall be entitled to all defenses provided by law to City officials, attorneys and prosecutors, and to City's statutory duties to the office of city prosecutor/attorney pursuant to Government Code section 825 for providing a defense, hold harmless, and full indemnity to Law Firm for actions within the scope of its engagement hereunder.

3.10 Term; Termination of Agreement. The term of this Agreement shall commence on the Effective Date set forth in this Agreement and shall continue in full force and effect until terminated as provided herein. City or Law Firm may terminate this Agreement at any time, with or without cause, on thirty (30) days' written notice to the other party. In the event of such termination, Law Firm shall comply with all provisions of the Rules of Professional Conduct for the termination of a client relationship and the City shall pay Law Firm professional fees and costs, in accordance with this Agreement, for all services provided and costs incurred through the date of termination of this Agreement. The City agrees to execute, upon request, a stipulation in such form as to permit Law Firm to withdraw as attorneys of record in any legal action then pending. Law Firm shall cooperate to transition representation to a new attorney or firm in an expedient manner and make available to the City, or to counsel designated by the City, all documents and records of the legal services provided to the City and shall assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel. If City does not take possession of the client files within sixty (60) days of termination of this Agreement, City agrees that Law Firm may dispose of the client files without further notice.

3.11 Arbitration. In the event of any dispute between the parties, such dispute shall be submitted to binding arbitration to the maximum extent permitted by law. In the event the parties are unable to agree upon an arbitrator, an arbitrator shall be selected through the rules of the American Arbitration Association. The arbitrator shall have the authority to set procedures and discover in the arbitration. In any such matter, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees. This section shall survive the expiration of this Agreement.

3.12 Insurance Coverage. Law Firm shall carry errors and omissions insurance of not less than One Million Dollars ($1,000,000) per year in the aggregate, and any additional insurance required by the State of California. Law Firm shall furnish to the City proof of insurance required by this Agreement upon request, and shall notify the City of any changes to the insurance.

3.13 Amendment; Modification. This agreement may be modified through a written instrument signed by both parties or by an oral agreement to the extent it is carried out.

3.14 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.15 Time of Performance; Efficiency of Services; Cooperation. The services of Law Firm shall be performed expeditiously in light of the purposes of this Agreement. Law Firm shall follow all procedures as established by the City consistent with its duties. Law Firm shall work cooperatively with appropriate City staff and keep them informed on all matters of importance as they arise.

3.16 Non-Discrimination. In the performance of this Agreement, Law Firm shall not discriminate against any employee or applicant for employment because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, marital status, age, sexual orientation, or medical condition.

3.17 Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement: (1) shall be deemed effective unless it is in writing and signed by City; (2) shall be deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

3.18 Governing Law and Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to conflict of law principles. The section captions and headings in this Agreement have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

3.19 Severability. If any portion or all of this Agreement is held to be unenforceable for any reason, the remainder of that provision and the remainder of the Agreement shall remain in full force and effect.

3.20 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To Law Firm: Civica Law Group, APC
4000 Barranca Parkway
Suite 250, PMB #782
Irvine, CA 92604
(949) 592-0165
Attn: Chief Operating Officer

To City: City of Dublin
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650
Attn: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at

its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

CITY OF DUBLIN,

a Municipal Corporation

By: DocuSigned by: Linda Smith E33836CFFC044E0... Dated: February 28, 2023

Linda Smith
City Manager

Approved as to form:

MEYERS NAVE

a Professional Corporation

By: DocuSigned by: 4D33BDE7E6D8453... Dated: February 28, 2023

John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

By: DocuSigned by: Matthew Silver 3C58077B6796474... Dated: February 28, 2023

Matthew Silver, Esq.
Managing Partner

DocuSign Envelope ID: E5013EF4-E102-406E-A1E1-227719CF55E6

FIRST AMENDMENT TO AGREEMENT BETWEEN CIVICA LAW GROUP, APC AND THE CITY OF DUBLIN FOR SPECIAL COUNSEL LEGAL SERVICES

1. PARTIES AND DATE.

This First Amendment to the agreement for services ("Amendment") by and between the CITY OF DUBLIN ("City"), and CIVICA LAW GROUP, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Law Firm") is effective as of August 15, 2023. Law Firm and the City are sometimes individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual promises set forth herein, the parties agree to the terms of this Agreement as set forth herein.

2. RECITALS.

2.1 The City and Law Firm entered into an Agreement on March 1, 2023 ("Agreement"), whereby, Law Firm agreed to provide legal services to the City.

2.2 The City and Law Firm now desire to amend the Agreement.

3. TERMS.

3.1 Contract Changes. The Agreement is amended as provided herein.

a. Section 3.3 is hereby amended in its entirety to read as follows: For all legal services provided in this Agreement, the City will compensate Law Firm at the blended rate of $285 per hour for attorney representation and $175 per hour for paralegals and law clerks, which fees shall increase by three percent annually on January 1 to offset rising costs. Compensation shall not exceed $140,000 without approval of the City.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement on March 1, 2023 shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement. Said Agreement is and remains an effective, valid and binding obligation.

CITY OF DUBLIN,

a Municipal Corporation

By: DocuSigned by: Linda Smith E33836CFFC044E0... Dated: August 22, 2023

Linda Smith
City Manager

[*Signatures continue on following page.*]

DocuSign Envelope ID: E5013EF4-E102-406E-A1E1-227719CF55E6

Approved as to form:

MEYERS NAVE

a Professional Corporation

By: DocuSigned by: Camilla Getz, for 21204750D69C449... Dated: August 22, 2023

John Bakker, Esq.
City Attorney

CIVICA LAW GROUP, APC

By: DocuSigned by: 3C58077B6796474... Dated: August 3, 2023

Matthew Silver, Esq.
Managing Partner

CITY OF DUBLIN
FISCAL YEAR 2023-24
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X

Budget Transfer Between Funds _____

From Designated Reserves _____

Other _____

DECREASE BUDGET AMOUNT		INCREASE BUDGET AMOUNT	
Account	**Amount**	**Account**	**Amount**
		General Fund - Non-Departmental - Professional Services	
		10010010.65101	$20,000

REASON FOR BUDGET CHANGE
Additional Code Enforcement Costs

As Presented at the City Council Meeting **6/4/2024**

************Finance Use Only************

Posted By: _____

Date: _____

Agenda Item 5.11

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Adoption of an Appropriations Limit for Fiscal Year 2024-25
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will consider adoption of the annual Appropriations Limit in accordance with State law. The City of Dublin's Limit for Fiscal Year 2024-25 is $485,074,181, which exceeds the City's related appropriations by $383,496,716.

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting an Appropriations Limit for Fiscal Year 2024-25.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Each year, the City Council is required by State law to adopt an Appropriations Limit, also known as the Gann Limit or Proposition 4 Limit, in conjunction with the annual budget process. The Gann Limit, established in 1979, is the maximum amount of money that California cities can spend on tax-funded services in a given fiscal year. It is calculated by multiplying the adopted Limit for the prior year by factors reflecting economic changes over the prior year.

The laws regulating the application of the Limit forbid an agency from appropriating specific funds that would exceed the Limit. The restriction applies to appropriating monies categorized as "Proceeds of Taxes." The Limit carries forward each year and is subject to an adjustment in accordance with a specified formula that includes the following factors (the City has the discretion to choose one factor from each category below):

1. Change in the City population or change in Alameda County population.
2. Change in State per capita personal income or change in the "Non-residential New Construction."

Fiscal Year 2024-25 Proposed Appropriations Limit

Staff has prepared the calculations necessary to adopt the Limit for Fiscal Year 2024-25 in accordance with State law and with the Uniform Guidelines of the League of California Cities. The discretionary factors selected in calculating the 2024-25 Limit are: (1) Change in the City population; and (2) Change in State per capita income.

The new Fiscal Year 2024-25 Appropriations Limit as calculated and attached to the Resolution is $485,074,181, based upon an increased adjustment factor of 1.0359 applied to the Fiscal Year 2023-24 Limit. The Proposed Fiscal Year 2024-25 Budget includes appropriations subject to the Limit totaling $101,577,465 that would be categorized as "Proceeds of Taxes". Therefore, the appropriations subject to the Appropriations Limit are below the allowed amount by $383,496,716.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A Public Notice was posted on May 20, 2024 stating that the factors used in calculating the Appropriations Limit were available for public review. The notice was also displayed on the City website and the information is contained in the Proposed Budget for Fiscal Year 2024-25. The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Adopting an Appropriations Limit for Fiscal Year 2024-25
2) Exhibit A to the Resolution – Calculation of Fiscal Year 2024-25 Appropriations Limit

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25

WHEREAS, State law requires that an Appropriations Limit be adopted by the City Council in conjunction with the Annual Budget process; and

WHEREAS, Article XIII B of the California Constitution places certain restrictions on appropriations made by cities; and

WHEREAS, the restrictions are applicable to appropriations, which meet the definition of a "Proceeds of Taxes"; and

WHEREAS, the law allows the option to select the factors to be used in the calculation of the Appropriations Limit; and

WHEREAS, one of the adjustment factors the City must select between is: (A) the change in City population, or (B) Countywide population. The City has selected the change in City population; and

WHEREAS, for the second adjustment factor, the City must select between: (1) the change in the State per capita income, or, (2) the change in the assessed valuation of local non-residential New construction. The City has selected the change in the State per capita income.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby adopt the Fiscal Year 2024-25 City of Dublin Appropriations Limit as $485,074,181.

BE IT FURTHER RESOLVED that the limit has been calculated in accordance with State Law and is shown in **Exhibit A**, attached hereto.

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

CALCULATION OF FISCAL YEAR 2024-25 APPROPRIATIONS LIMIT
(Based on Fiscal Year 2023-24 Limit)

A. Selection of Optional Factors

1. Change in population – City vs. County.

Factors	1/1/2024	1/1/2023	% Increase
a. City of Dublin	71,575	71,600	**-0.03%**
b. County of Alameda	1,639,409	1,648,369	-0.54%

The City selected Factor 1a. City of Dublin population change -0.03%

2. Change in State per capita personal income vs. City non-residential building construction.

Factors	% Change
a. Change in State per capita personal income	**3.62%**
b. Change in non-residential assessed valuation	0.76%

The City selected Factor 2a. Change in State per capita personal income 3.62%.

B. Fiscal Year 2024-25 Growth Adjustment Factor

Calculation of factor for Fiscal Year 2024-25 = X*Y = 0.9997*1.0362 = **1.0359**

$$X = \frac{\text{Selected Factor \#1} + 100}{100} = \frac{-0.03+100}{100} = 0.9997$$

$$Y = \frac{\text{Selected Factor \#2} + 100}{100} = \frac{3.62+100}{100} = 1.0362$$

C. Calculation of Appropriations Limit

Fiscal Year 2023-24 Appropriations Limit		$468,263,521
Fiscal Year 2024-25 Adjustment Factor	x	**1.0359**
Fiscal Year 2024-25 Appropriations Limit		$485,074,181

Agenda Item 5.12

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Mayor Hernandez's Appointment to i-Gate
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

Prior to resignation from the City Council, Mayor Hernandez resigned her seat on the i-Gate board, creating a vacancy and recommended the appointment of Councilmember Qaadri to i-Gate.

STAFF RECOMMENDATION:

Confirm Mayor Hernandez's appointment to i-Gate.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On December 20, 2022, the City Council approved Resolution No. 151-22 Confirming the Mayor's Appointments to Various Local and Regional Boards, Committees, and Commissions (Attachment 2).

Prior to the effective date of her resignation from the City Council, Mayor Hernandez resigned from her City appointment to i-Gate. Because she resigned from this organization prior to her resignation from the City Council, she recommended the appointment of Councilmember Kashef Qaadri.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution No. 151-22 Confirming the Mayor's Appointments to Various Local and Regional Boards, Committees, and Commissions

RESOLUTION NO. 151 – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

CONFIRMING THE MAYOR'S APPOINTMENTS TO VARIOUS LOCAL AND REGIONAL BOARDS, COMMITTEES, AND COMMISSIONS

WHEREAS, each member of the City Council represents the City of Dublin on various local and regional Boards, Committees, and Commissions; and

WHEREAS, a fully updated appointment list was last considered and approved in January 2021, following the November 2020 election; and

WHEREAS, the Mayor has recommended the appointments and assignments in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin confirms the Mayor's Appointments and directs Staff to notify affected agencies, as appropriate.

PASSED, APPROVED AND ADOPTED this 20th day of December 2022, by the following vote:

AYES: Councilmembers Hu, Josey, McCorriston, Qaadri and Mayor Hernandez

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
Mayor Melissa Hernandez
97C94F7A46A8461...
Mayor

ATTEST:

DocuSigned by:
Marsha Moore
9BB70615D22F40A...
City Clerk

COUNCIL COMMITTEE RECOMMENDATIONS
January 2023

Committee or Organization	Member	Alternate
Alameda County Fire Department Advisory Committee	Hu	Qaadri
Alameda County Housing Authority	McCorriston	Qaadri
Alameda County Library Advisory Commission	Hu	Qaadri
Alameda County Mayors' Conference	Hernandez	
Alameda County Transportation Commission/Sunol JPA	Hernandez	McCorriston
Alameda County Waste Management Authority/Stop Waste	Hernandez	Josey
ABAG General Assembly	Qaadri	McCorriston
DSRSD Liaison Committee	Hernandez McCorriston	
Dublin Pride – Integrity in Action	Hu Qaadri	
DUSD Liaison Committee	Josey Hu	
East Bay Community Energy JPA/WeWork	Hu	Qaadri
East Bay Division/League of CA Cities	Hernandez	Josey
East Bay Regional Park District Liaison Committee	Hu McCorriston	
Economic Development Committee	Hernandez McCorriston	
Federal and Military Communities Committee	McCorriston Qaadri	
i-GATE Board	Hernandez	
League of CA Cities Voting Delegate & Alternate	Hernandez	Josey
Livermore-Amador Valley Transit Authority (LAVTA)	Hernandez Josey	McCorriston
Livermore City Liaison Committee	Josey McCorriston	
Pleasanton City Liaison Committee	Josey Hu	
San Ramon City Liaison Committee	McCorriston Hu	
Sister City International Committee	Josey	Hu
Tri-Valley Affordable Housing Committee	Qaadri	McCorriston
Tri-Valley Transportation Council	Josey	Hernandez
Tri-Valley/San Joaquin Valley Regional Authority (Valley Link)	Hernandez	
Tri-Valley Water Liaison Committee	McCorriston	Hu
Zone 7 Liaison Committee	Hu McCorriston	

Agenda Item 6.1

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendments to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68), Adoption of a Methodology for Determining Affordable Housing In-Lieu Fees and Adoption of Non-Residential Development Affordable Housing Impact Fees (PLPA-2023-00032)
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will hold a public hearing to consider adopting amendments to the Dublin Municipal Code Inclusionary Zoning Regulations (Chapter 8.68), the methodology for establishing the Affordable Housing In-Lieu Fee, and the Non-Residential Development Affordable Housing Impact Fee. The amendments to the Inclusionary Zoning Regulations include lowering the applicability of the regulations to residential development projects of 10 or more units, creating separate affordability requirements for different product types, resetting the 55-year affordable resale restriction upon transfer of ownership units, and applying selection criteria to resale of ownership units. The Affordable Housing In-Lieu Fee program would be revised to establish fees on a per-square-foot basis for each product type. The Non-Residential Development Affordable Housing Impact Fee program would be retained with an inflationary index but would combine Research & Development and Office uses into a single category and set the fee at $1.39 per square foot.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and take the following actions: 1) Waive the reading and INTRODUCE the **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations); 2) Adopt the **Resolution** Establishing the Methodology for Determining the Affordable Housing In-Lieu Fee for Future Residential Units Subject to the City of Dublin Inclusionary Zoning Regulations; and 3) Adopt the **Resolution** Adopting a Non-Residential Development Affordable Housing Impact Fee Within the City of Dublin.

FINANCIAL IMPACT:

The Affordable Housing In-Lieu Fee is proposed to be amended to align with the economics of developing affordable housing. This will generate additional funding for the Affordable Housing Fund. The proposed amendments to the Non-Residential Affordable Housing Impact Fee program will combine the Research & Development and Office uses into a single fee and ensure that the impact fee program does not overburden the economic development priorities set by the City Council.

DESCRIPTION:

Background

The City of Dublin Two-Year Strategic Plan includes Strategy 2: Housing Affordability, which includes the following two objectives:

- Objective 2b: *Ensure the City's inclusionary zoning regulations incentivize targeted housing production;* and
- Objective 2c: *Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing*.

The City of Dublin hired a consulting firm, Economic and Planning Systems (EPS), to work with Staff to develop amendments to the Inclusionary Zoning Regulations (IZR), the Affordable Housing In-Lieu Fee and the Non-Residential Development Affordable Housing Impact Fee (aka Commercial Linkage Fee) programs. Staff and EPS prepared an analysis of the development economics, reviewed industry best practices, reviewed inclusionary regulations in the surrounding Tri-Valley cities, and evaluated the nexus between non-residential development and the need it generates for affordable housing. An Affordable Housing In-Lieu Fee Feasibility Study and the Commercial Linkage Fee Nexus Study were prepared and included as Attachments 3 and 5 of this Staff Report.

On the August 15, 2023 and September 19, 2023, the City Council received informational reports about the Inclusionary Zoning Regulations, Affordable Housing In-Lieu Fee, and Non-Residential Development Affordable Housing Impact Fee and directed Staff to prepare amendments to these programs.

On January 9, 2024, the City Council held a public hearing to consider the amendments to the IZR and related fee programs (Attachment 8). At the conclusion of the public hearing, the City Council directed Staff to return with additional information and analysis regarding the feasibility of raising the inclusionary requirements for for-sale units to 15%, increasing the in-lieu fee on for-sale units, differentiating the affordable housing requirements for different ownership product types, and evaluate the impact of interest rate fluctuations on the feasibility of the IZR.

On March 19, 2024, the City Council held a Study Session to review the additional information and provided direction to prepare the following additional amendments to the IZR:

- Increase the affordable housing requirement for single-family detached units and townhomes from 12.5% to 15%; and
- Require condominium developments to provide 10% of the units as affordable at the same income levels required for apartments, and ensure these regulations apply to projects with a density consistent with the feasibility analysis; and
- Assess in-lieu fees of $15 per-square-foot for each market-rate ownership (for-sale) unit and $9 per-square-foot for each market-rate condominium unit.

Analysis

The analysis below focuses on the additional amendments made to the draft Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee Methodology based on the direction received at the March 19, 2024 Study Session. The City Council Staff Report dated January 9, 2024 (Attachment 8) has more information about the broader set of proposed amendments to the IZR, Affordable Housing In-Lieu Fee Methodology, and Non-Residential Development Affordable Housing Impact Fee.

Inclusionary Zoning Requirements

The economics of developing for-sale ownership units such as single-family detached units and townhomes is significantly different from higher density condominium units. As there is capacity to increase the affordable housing requirement for ownership units, the proposed ordinance has been revised to increase the requirement for ownership units from the current 12.5% to 15%. Higher density condominium development is at the limits of feasibility, and the subsidy required for affordable units pushes that limit even further. Reducing the inclusionary requirement for condominiums would help improve the financial feasibility of such projects. Therefore, the proposed amendments separate condominiums of 30+ units per acre from other ownership units. The proposed ordinance has been revised to include an affordable housing requirement of 10% for these condominium developments. The affordable housing requirement for condominium developments of less than 30 units per acre would be that of Ownership Units. Table 1 summarizes these proposed regulations.

Table 1. Ownership and Rental Policy Recommendations

	Project Size Threshold	Overall Affordability Requirement	Very-Low-Income	Low-Income	Moderate-Income
Ownership Units (other than Condominium Units)	10 Units	15%	0%	40%	60%
Rental Units & Condominium Units	10 Units	10%	0%	100%	0%

The following are the sections of the draft ordinance that have been revised to incorporate the changes noted above:

- Section 8.68.020 Definitions was updated with the addition of Subsection C adding the definition for Condominium.

- "Condominium" means a development consisting of condominiums. A condominium consists of an undivided interest in common in a portion of real property coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan in sufficient detail to locate all boundaries thereof.

- Section 8.68.030 General Requirements Subsection A was updated to include Condominiums of 30+ units per acre.
- Section 8.68.030 General Requirements Subsection B was updated to include Condominiums with less than 30 units per acre, and to reflect the new Inclusionary Zoning Requirement of 15% for Ownership (for-sale) Units (other than Condominiums).

The proposed amendments to the Inclusionary Zoning Regulations align the economics of developing affordable housing and the efforts of the City Council to prioritize the collection of fees that can be leveraged to facilitate the production of lower income units to satisfy the City's RHNA while providing on-site units.

Attachment 1 is the draft Ordinance approving amendments to the Inclusionary Zoning Regulations. Attachment 6 is the proposed amendments in redline format where <u>underlined</u> text is proposed to be added, and text with a ~~strikethrough~~ is proposed to be deleted. Attachment 8 includes a comprehensive discussion of the proposed amendments to the Inclusionary Zoning Regulations.

Affordable Housing In-Lieu Fee

The proposed methodology for establishing the Affordable Housing In-Lieu Fee would assess the fee on a per-square-foot basis for each market-rate unit produced. The proposed methodology for determining the fee is based on the Affordable Housing In-Lieu Fee Feasibility Study and rounded to the nearest dollar. This fee is reflective of the cost to produce affordable units of each product type. The proposed fee for ownership (for-sale) units (other than high density Condominiums of 30+ units per acre) would be set at $15 per square foot and adjusted annually based on an inflationary index. The proposed fee is equivalent to approximately $546,000 per affordable ownership unit. The proposed fee for rental and high-density Condominium units (condominiums with a density of 30+ units per acre) would be set at $9 per square foot and adjusted annually based on an inflationary index. The proposed fee is equivalent to approximately $232,650 per affordable rental or condominium unit. The Resolution to establishing the methodology for determining the Affordable Housing In-Lieu Fee is included as Attachment 2.

Non-Residential Development Affordable Housing Impact Fee

The Dublin Municipal Code (Chapter 7.86) establishes the authority for the City to impose a Non-Residential Development Affordable Housing Impact Fee. This fee is based on a nexus between non-residential development and the need it generates for affordable housing. New non-residential development is assessed this fee on a per-square-foot basis at the time a building permit is issued. The existing fee structure is proposed to be retained but would combine Research & Development and Office uses into a single category and set the fee at $1.39 per square foot. Additionally, the names of the land use categories have been updated to be consistent with the Nexus Study and current industry terminology. Please refer to the City Council Staff Report

dated January 9, 2024, for further details (Attachment 8). No additional amendments to the program are proposed since that meeting. The Resolution adopting the Non-Residential Development Affordable Housing Impact Fee is included as Attachment 4.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Housing Affordability
Objective 2b: Ensure the City's inclusionary zoning regulations incentivize targeted housing production.
Objective 2c: Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(4) as the amendments would not result in any physical changes it can be seen with certainty that the amendments would not have a significant effect on the environment, and the amendments do not involve any commitment to any specific project.

PLANNING COMMISSION REVIEW:

The Planning Commission held a public hearing on May 14, 2024 to consider the additional amendments to the IZR. The Planning Commission made a unanimous recommendation of approval on the proposed changes to the regulations. Planning Commission Resolution 24-04 recommending the City Council approval is included as Attachment 7.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a public notice was published in the *East Bay Times* 10 days and five days prior to the hearing and posted at several locations throughout the City. The public notice was provided to all people who have expressed an interest in being notified of this item 14 days prior to the meeting. The Staff Report for this public hearing was also made available on the City's website.

ATTACHMENTS:

1) Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations)
2) Resolution Establishing the Methodology for Determining the Affordable Housing In-Lieu Fee for Future Residential Units Subject to the City of Dublin Inclusionary Zoning Regulations
3) Exhibit A to the Resolution - Inclusionary Housing Feasibility Report dated December 7, 2023 and Revised March 27, 2024

4) Resolution Adopting a Non-Residential Development Affordable Housing Impact Fee Within the City of Dublin
5) Exhibit A to the Resolution - Commercial Linkage Fee Nexus Study dated October 27, 2023
6) Redlined Version of Amendment to Inclusionary Zoning Regulations
7) Planning Commission Resolution 24-04 Recommending City Council Approval of Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations)
8) City Council Staff Report Dated January 9, 2024
9) City Council Staff Report Dated March 19, 2024

ORDINANCE NO. XX – 24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 8.68 (INCLUSIONARY ZONING REGULATIONS) PLPA-2023-00032

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The City occasionally initiates amendments to the Dublin Municipal Code to clarify, add, or amend certain provisions to ensure that it remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community.

B. Staff initiated amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) consistent with the City of Dublin Two-Year Strategic Plan, which includes Strategy 2: Housing Affordability, Objective 2b: Ensure the City's inclusionary zoning regulations incentivize targeted housing production and Objective 2c: Prepare a nexus study to evaluate the affordable housing commercial linkage.

C. The City selected the consulting firm Economic and Planning Systems (EPS) to prepare an Inclusionary Zoning and Affordable Housing In-Lieu Fee Feasibility Study and Commercial Linkage Fee Nexus Study to inform the proposed amendments.

D. On August 15, 2023, and September 19, 2023, the City Council received informational reports on the Commercial Linkage Fee and Inclusionary Zoning and In-Lieu Fee programs and provided direction to staff to prepare updates to the programs.

E. On January 9, 2024, the City Council held a public hearing to consider amendments to the Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee. City Council directed Staff to return at a future meeting with additional information and analysis regarding increasing the inclusionary zoning requirement to 15%; increasing the in-lieu fee; differentiating the affordable housing requirements for different ownership product types; the impact of interest rate fluctuations; and a projection of in-lieu fee revenue.

F. On March 19, 2024, the City Council held a Study Session and provided direction to staff regarding increasing the inclusionary zoning requirement to 15%; increasing the in-lieu fee; differentiating the affordable housing requirements for different ownership product types; the impact of interest rate fluctuations; and a projection of in-lieu fee revenue.

G. The proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) include changes to the affordability requirements for rental and ownership development projects, modifications to the provisions for the payment of fees in-lieu of constructing affordable units, revisions to the allocation of units to income levels, and revisions to the exceptions to the affordability requirements.

H. The Planning Commission held a duly noticed public hearing on May 14, 2024, during which all interested persons were heard, and adopted Resolution No. 24-04 recommending that the City Council approve the proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations).

I. A Staff Report was submitted to the Dublin City Council recommending approval of the proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations).

J. The City Council held a public hearing on the proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) on June 4, 2024, at which time all interested persons had an opportunity to be heard.

K. Proper notice of said hearing was given in all respects as required by law.

L. The City Council did hear and consider all said reports, recommendations and testimony herein above set forth and used its independent judgement to evaluate the project.

SECTION 2. FINDINGS

A. Pursuant to Dublin Municipal Code Section 8.120.050.B., the City Council hereby finds that the amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) are consistent with the General Plan and any applicable Specific Plan in that they would provide an update to the City's affordable housing requirements. Specifically, the amendments would implement Housing Element Program B.4, which calls for a review of the Inclusionary Zoning Regulations and preparation of a nexus study reviewing the affordable housing in-lieu fee.

B. The California Environmental Quality Act (CEQA), together with the State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The City Council hereby finds that the amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as the amendments would not result in any physical changes and it can be seen with certainty that the amendments would not have a significant effect on the environment.

SECTION 3. AMENDMENT OF CHAPTER 8.68.

Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) is amended to read as follows:

"Inclusionary Zoning Regulations"

8.68.010 Purpose.

The purpose of this Chapter is to:

A. Enhance the public welfare and assure that further housing development contributes to the attainment of the City's housing goals by increasing the production of residential units affordable by households of very low, low, and moderate income.

B. Assure that the limited remaining developable land in the City's planning area is utilized in a manner consistent with the City's housing policies and needs.

8.68.020 Definitions.

As used in this Chapter, each of the following terms shall be defined as follows:

A. "Affordable unit" means an ownership or rental-housing unit, affordable to households with very low-, low-, or moderate-incomes as defined in this Chapter.

1. Rental units are deemed affordable units if the annual rent does not exceed 30% of maximum income level for very low-, low- and moderate-income households, adjusted for household size and as defined below.

2. Owner-occupied units are deemed affordable units if the sales price results in annual housing expenses that do not exceed 35% of the maximum income level for very low-, low-, and moderate-income households, adjusted for household size and as defined below.

B. "Applicant" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities that seeks city real property development permits or approvals.

C. "Condominium" means a development consisting of condominiums. A condominium consists of an undivided interest in common in a portion of real property coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan in sufficient detail to locate all boundaries thereof.

D. "Dwelling unit" means a dwelling designed and intended for occupancy by one household.

E. "Very low-, low-, and moderate-income levels" means those income and eligibility levels determined periodically by the California Department of Housing and Community Development based on Alameda County median income levels adjusted for family size. Such levels shall be calculated on the basis of gross annual household income considering household size and number of dependents, income of all household members eighteen years of age and older, , and all other sources of household income and will be recertified as set forth by local standards, and state and federal housing law.

1. "Very low-income" means 50% or less of the median income, adjusted for actual household size.

2. "Low-income" means more than 50% and up to 80% of the median income, adjusted for actual household size.

3. "Moderate-income" means more than 80% and up to 120% of the median income, adjusted for actual household size.

F. “Resale controls and/or rent restrictions” means legal restrictions by which the affordable units shall be restricted to ensure that the unit remains affordable to very low-, low-, or moderate-income households, as applicable, for a period of not less than 55 years. The 55 year period will reset each time ownership of the unit is transferred through a bona fide sales transaction with a third party during the resale restriction period sale. With respect to rental units, such rent restrictions shall be in the form of a regulatory agreement recorded against the applicable property. With respect to owner-occupied units, such resale controls shall be in the form of resale restrictions, deeds of trust, and/or other similar documents recorded against the applicable property.

G. “Residential development” includes, without limitation, detached single-family dwellings, multiple-dwelling structures, groups of dwellings, condominium or townhouse developments, condominium conversions, cooperative developments, mixed use developments that include housing units, and residential land subdivisions intended to be sold to the general public.

8.68.030 General Requirements.

A. Affordability Requirement for Rental Units and Condominium Units. All new rental residential development projects, and all for-sale Condominium development projects (condominium developments with a density of 30 units per acre or more) with 10 units or more designed and intended for permanent occupancy shall construct 10.0% of the total number of dwelling units within the development as affordable units, except as otherwise provided by this Chapter, and except when all of the dwelling units (excluding units reserved for property management) within the project are affordable. (Any Condominium development project with a density of less than 30 units per acre shall be required to meet the Affordability Requirement for Ownership Units). The foregoing requirement shall be applied no more than once to an approved residential development (and generally at the tentative map stage), regardless of the changes in the character or ownership of the development, except as provided by this Chapter, provided the total number of units does not change. In applying and calculating the affordability requirement, any decimal fraction less than or equal to 0.50 may be disregarded, and any decimal fraction greater than 0.50 shall be construed as one unit.

B. Affordability Requirement for Ownership Units. All for-sale (ownership) residential development projects (including condominium development projects with a density of less than 30 units per acre), of 10 units or more designed and intended for permanent occupancy shall construct 15.0% of the total number of dwelling units within the development as affordable units, except as otherwise provided by this Chapter. The foregoing requirement shall be applied no more than once to an approved residential development (and generally at the tentative map stage), regardless of the changes in the character or ownership of the development, except as provided by this Chapter, provided the total number of units does not change. In applying and calculating the affordability requirement, any decimal fraction less than or equal to 0.50 may be disregarded, and any decimal fraction greater than 0.50 shall be construed as one unit.

C. Allocation of Units to Income Levels. Affordable units provided pursuant to this section shall be allocated as follows:

	Rental and Condominium Units	Ownership Units
Very low-income households	0%	0%
Low-income households	100%	40%
Moderate-income households	0%	60%

Where the calculation of the allocation results in fewer units than would otherwise be required, one additional unit should be allocated to the income level with a decimal fraction closest to 0.50.

D. Conditions of Approval: Any tentative map, conditional use permit, or site development review approving residential development projects subject to this Chapter shall contain conditions sufficient to ensure compliance with the provisions of this Chapter. Such conditions shall detail the number of affordable units required, set forth the applicant's manner of compliance with this Chapter, and require the execution of an agreement imposing appropriate resale controls and/or rental restrictions on the affordable units.

E. Concurrent Construction. All affordable units in a project or phase of a project shall be constructed concurrently with market-rate units, unless the City Manager determines in writing that extenuating circumstances exist that make concurrent construction infeasible or impractical.

F. Design and Distribution of Affordable Units. All affordable units shall reflect the range of numbers of bedrooms provided in the project as a whole and shall not be distinguished by exterior design, construction, or materials. Affordable units may be of smaller size than the units in the project and may have fewer amenities than the market rate units in the project. All affordable units shall be reasonably dispersed throughout the project.

8.68.040 Exceptions to Affordability Requirement.

Developers of projects subject to Sections 8.68.030.A and 8.68.030.B shall construct the total number of affordable dwelling units within the development, unless subject to an exception set forth in this section. All exceptions require City Council approval.

A. Payment of Fees In Lieu of Constructing Affordable Units. Upon request, the applicant shall be permitted to pay a fee in lieu of constructing up to 40% of the affordable units that the developer would otherwise be required to construct pursuant to Sections 8.68.030.A and 8.68.030.B. The amount of the fee shall be as set forth in a resolution of the City Council, which may be amended from time to time to reflect inflation and changed conditions in the City and the region. In lieu fees shall be paid at the time and in the amount set forth in the in lieu fee resolution in effect at the time of issuance of the building permit.

B. Off-Site Projects. An applicant may construct the affordable units not physically within the development in lieu of constructing some or all of the affordable units within the development, with the approval of the City Council, if the City Council finds:

1. Construction of the units off-site in lieu of constructing units on-site is consistent with the Chapter's goal of creating, preserving, maintaining, and protecting housing for very low-, low- and moderate-income households.

2. Units to be constructed off site are consistent with Section 8.68.030.F above.

3. Would be infeasible or impractical to construct affordable units on-site.

4. Conditions of approval for the project require that the off-site affordable units would be governed by the terms of a deed restriction and, if applicable, rental restrictions similar to that used for the on-site affordable units.

5. Conditions of approval for the project, or other security such as a cash deposit, bond, or letter of credit, are adequate to require the construction of the off-site affordable units concurrently with the completion of the construction of the residential development or within a reasonable period (not to exceed five years).

C. Land Dedication. An applicant may dedicate land to the City or City-designated local non-profit housing developer in lieu of construction of some or all of the required affordable units, if the City Council finds all of the following:

1. Dedication of land in lieu of constructing units is consistent with the Chapter's goal of creating, preserving, maintaining, and protecting housing for very low-, low- and moderate-income households.

2. The dedicated land is useable for its intended purpose; is free of toxic substances and contaminated soils; is fully improved with infrastructure, adjacent utilities, grading; and all development-impact fees paid excluding any inclusionary zoning ordinance fees.

3. The proposed land dedication is of sufficient size to meet the following requirements:

a. The dedication includes land sufficient to construct the number of units that the applicant would otherwise be required to construct by Section 8.68.030.A and Section 8.68.030.B, based on the size of lots in the subdivision for which the applicant is meeting its obligation; and

b. The dedication finds the additional land's market value is equal to or exceeds the difference between the value of a market-rate, 1200-square foot unit, and the price at which such a unit could be sold as an Affordable Unit, times the number of units required. The amount an Affordable Unit may be sold at shall be set forth in a resolution adopted by the City Council as needed.

D. Credit Transfers. An applicant may fully or partially satisfy the requirements of Sections 8.68.030.A and 8.68.030.B through the use of transfer credits created pursuant to Section 8.68.060. Credit certificates shall be presented to the Community Development Director, who shall note at the time of project approval the credit certificate by number. Credit certificates may only be used to satisfy the requirements for Inclusionary Units for the income category (i.e., very low-, low-, or moderate-income) and number of bedrooms for which they are issued.

E. Waiver of Requirements. The City Council, at its discretion, may waive, wholly or partially, the requirements of this ordinance and approve alternate methods of compliance with this Chapter if the applicant demonstrates, and the City Council finds, that such alternate methods meet the purposes of this Chapter.

8.68.050 General Procedures for Implementing Inclusionary Zoning Requirements.

A. Agreements. Prior to the issuance of a building permit for an affordable unit, resale restrictions or rental controls, or both, as the case may be, shall be set forth in an agreement between the City and the developer, in a form consistent with the City Council-adopted form agreement, which agreement shall be recorded against the property containing the affordable units. The agreement shall be executed by the City Manager, and its requirements shall run with the land and bind the applicant's successors.

B. Rental Units; Occupancy; Annual Report. Agreements involving rental units shall require the owner of the affordable units to ensure that the units are occupied by tenants whose monthly income levels do not exceed very low-, low-, or moderate-income levels, as the case may be, and shall preclude tenants from subletting or subleasing the unit. The agreement shall also require the owner of the affordable unit to submit an annual report to the City Manager, in a format approved by the City. The report shall include, but not be limited to the following information: an identification of the affordable units within the project; the monthly rents charged and proposed to be charged; vacancy information for the prior year; and the monthly income for tenants of each affordable unit throughout the prior year.

C. Ownership Units; Occupancy; City's Right of First Refusal. Agreements for ownership units shall specify that the inclusionary units must be occupied by the owner or owners and may not be leased or rented without the written approval of the City. The resale restrictions shall provide that in the event of the sale of an affordable unit, the City shall have the right to purchase any affordable owner-occupant unit at the maximum price that could be charged to an eligible household.

D. Selection Criteria. No household shall be permitted to occupy a unit that is required under this Chapter to be affordable unless the City or its designee has approved the household's eligibility. Eligible potential occupants of affordable units will be qualified on the basis of household income as defined by this Chapter. The selection criteria for a qualified household may not distinguish between adults and children. Selection of qualified person should be based on priorities established using the point system described below:

- Employed within the boundaries of the City of Dublin (3 points maximum, one per household member)

- Public Service employee working in the City of Dublin (1 point)

- Dublin resident (3 points maximum, one per household member)

- Seniors (1 point, one per household)

- Permanently disabled (1 point, one per household)

- Immediate family member of Dublin resident (1 point, one per household)

- Required to relocate from current Dublin residence due to demolition of dwelling or conversion of dwelling from rental to for-sale unit (1 point, one per household)

To qualify as a "Public Service Employee", the person shall be employed by a Public Agency.

To qualify as “Employed within the boundaries of the City of Dublin”, the person shall have been employed within the City of Dublin for at least six months.

To qualify as a “Dublin resident,” the person shall have been a resident of the City of Dublin for at least a one-year period prior to the eligibility determination.

8.68.060 Affordable Unit Credits.

A. Creation. Affordable unit credits may be created by the City Council. One affordable unit credit certificate shall be issued for each affordable unit constructed in excess of the number of affordable units required to be constructed for the project by Sections 8.68.030.A and 8.68.030.B. The certificate shall designate a specific income category (i.e., very low-, low-, or moderate-income) and number of bedrooms for which they are issued.

B. Ownership and Use of Credits. Affordable unit credit certificates are issued to and become the possession of the project owner, who may use them to satisfy the requirements of this Chapter for another project in the City. If a project owner proposes to sell credit certificates, the parties shall first obtain the consent of the Finance Director, who will document the transfer by certificate number.

8.68.070 Incentives to Encourage On-Site Construction of Affordable Units.

The City may, but shall not be required to, offer incentives or financial assistance to encourage the on-site construction of affordable units in excess of the total number of affordable units required by this Chapter to be included in the project to the extent resources for this purpose are available and approved for such use by the City Council or City Manager. Such incentives may include, but shall not be limited to, the following:

A. Fee Deferral.

1. Development Processing Fees. The City Manager may approve deferred payment of City processing fees applicable to the review and processing of the project. The terms and payment schedule of the deferred fees shall be subject to the approval of the City Manager.

2. Development Impact Fees. The City Council may authorize the deferred payment of development impact fees applicable to the affordable units. Approval of this incentive requires demonstration by the Applicant that the deferral increases the project’s feasibility. The applicant must provide appropriate security to ensure future payment of such fees.

B. Design Modifications. The City Council may approve design modifications to affordable units that increase the feasibility of the construction of affordable units, including but not limited to, the following:

1. Reduced lot size.

2. Reduced setback requirements.

3. Reduced open space requirements.

4. Reduced landscaping requirements.

5. Reduced interior or exterior amenities.

6. Reduction in parking requirements.

7. Height restriction waivers.

Section 8.68.080 Inclusionary Zoning In Lieu Fees.

The fund previously known as the "Inclusionary Zoning In Lieu Fee fund" is hereby renamed the "Affordable Housing Fund" ("Fund") and all In Lieu Fees shall be deposited into the Fund.

A. Use. All monies in the Fund, together with any interest earnings on such monies less reasonable administrative charges, shall be used or committed to use by the City for the purpose of providing very low-, low-, and moderate-income ownership or rental housing in the City of Dublin.

B. Annual Report. The City Manager shall prepare an annual report to the City Council identifying the balance of monies in the Fund and the affordable units provided and any monies committed to providing very low-, low-, and moderate-income housing. The annual report shall also include a review of administrative charges.

Section 8.68.090 Violations.

It shall be unlawful for any person, firm, corporation, partnership or other entity that is subject to this ordinance pursuant to Sections 8.68.030.A and 8.68.030.B to violate any provision or to fail to comply with any of the requirements of this Chapter. A violation of any of the provisions of or failure to comply with any of the requirements of this Chapter shall constitute a misdemeanor; except that notwithstanding any other provisions of this Code, any such violation constituting a misdemeanor under this Chapter, may in the discretion of the enforcing authority, be charged and prosecuted as an infraction. Any person convicted of an infraction under the provisions of this Code shall be punishable as provided by the Government Code of the State of California.

8.68.100 Enforcement.

A. General. The City Manager shall enforce this Chapter, and its provisions shall be binding on all agents, successors, and assigns of an applicant. The City Manager may suspend or revoke any building permit or approval upon finding a violation of any provision of this Chapter. No land-use approval, building permit, or certificate of occupancy shall be issued for any residential development unless exempt from or in compliance with this Chapter. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance herewith, including, but not limited to, actions to revoke, deny, or suspend any permit or development approval.

B. Excessive Rents/Legal Action. If the City Manager determines that rents in excess of those allowed by operation of this Chapter have been charged to a tenant residing in an affordable unit, the City may take appropriate legal action to recover, and the project owner shall be obligated to pay to the tenant, or to the City in the event the tenant cannot be located, any excess rents charged.

Section 8.68.110 Appeals.

Decisions of the City Manager under this Chapter may be appealed as provided in Chapter 8.136.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days following its final adoption.

SECTION 5. SEVERABILITY. The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Ordinance or their applicability to other persons or circumstances.

SECTION 6. POSTING. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this __ day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ESTABLISHING THE METHODOLOGY FOR DETERMINING THE AFFORDABLE HOUSING IN-LIEU FEE FOR FUTURE RESIDENTIAL UNITS SUBJECT TO THE CITY OF DUBLIN INCLUSIONARY ZONING REGULATIONS

WHEREAS, the Dublin City Council adopted Dublin Municipal Code Chapter 8.68 Inclusionary Zoning Regulations to ensure the attainment of the City's housing goals by increasing the production of residential units affordable by households of very low-, low-, and moderate-income; and

WHEREAS, the Inclusionary Zoning Regulations establish the authority to impose and charge a fee in-lieu of constructing affordable units; and

WHEREAS, on May 7, 2002, the City Council adopted Resolution 56-02 establishing a revised fee in-lieu of constructing affordable housing; and

WHEREAS, the City of Dublin Strategic Plan for Fiscal Year 22-23 includes Objective 2.b to ensure the City's Inclusionary Zoning Regulations incentivize targeted housing production and Objective 2.c to evaluate the affordable housing in-lieu fee for ownership and rental housing; and

WHEREAS, the City selected the consulting firm Economic and Planning Systems (EPS) through a competitive process to assist Staff with evaluating the City's Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee; and

WHEREAS, EPS prepared the Feasibility Analysis of Inclusionary Housing Requirements, attached as **Exhibit A**, recommending changes to the Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee; and

WHEREAS, on August 15, 2023, and September 19, 2023, the City Council received a report on the City's Inclusionary Zoning Regulations, Affordable Housing In-Lieu Fee, and Non-Residential Development Affordable Housing In-Lieu Fee (aka "Commercial Linkage Fee") and directed Staff to prepare amendments to the Inclusionary Zoning Regulations and revise the methodology for determining the Affordable Housing In-Lieu Fee; and

WHEREAS, pursuant to California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15378 (b)(4) and Section 15061(b)(3), revising Affordable Housing In-Lieu Fees is not a project and, therefore, exempt from the requirements of CEQA.

WHEREAS, on January 9, 2024, the City Council held a public hearing where Staff described and analyzed the proposed changes to the Affordable Housing In-Lieu Fee, at which time the City Council directed Staff to analyze the feasibility of raising the inclusionary requirements for for-sale units to 15% and increasing the in-lieu fee, differentiating the affordable housing requirement for different ownership product types, and to evaluate the impact of interest rate fluctuations on the proposed Inclusionary Zoning Regulations; and

WHEREAS, on March 19, 2024, the City Council held a Study Session to consider additional information and analysis regarding the Affordable Housing In-Lieu fee, at which time Staff was given direction to prepare updates and amendments to these programs; and

WHEREAS, on June 4, 2024, the City Council held a properly noticed public hearing to consider the Affordable Housing In-Lieu Fee, at which time all interested parties had the opportunity to be heard; and

WHEREAS, on June 4, 2024, the City Council did hear and use independent judgment and considered all said reports, recommendations and testimony; and

NOW, THEREFORE, BE IT RESOLVED that this Resolution supersedes and replaces Resolution 56-02 and goes into effect 30 days after City Council approval.

BE IT FURTHER RESOLVED that the Dublin City Council hereby adopts the following methodology for determining the amount of the Affordable Housing In-Lieu Fee for each residential development project subject to the requirements of the Inclusionary Zoning Regulations in the Dublin Municipal Code Chapter 8.68 as follows:

1. The Affordable Housing In-Lieu Fee shall be $15.00 per square foot for single-family detached units and for attached for-sale market rate units (except for condominium units with a density of 30 or more units per acre).
2. The Affordable Housing In-Lieu Fee shall be $9.00 per square foot for multi-family rental market rate units, and for for-sale condominium market rate units with a density of 30 or more units per acre.
3. The Affordable Housing In-Lieu Fee shall be calculated based on the habitable square feet per dwelling unit.
4. The Affordable Housing In-Lieu Fee shall be adjusted annually on July 1 of each year based on the greater of the percentage change in either: a) the February ENR Building Cost Index for the San Francisco Bay Area; b) the February Bay Area Consumer Price Index for All Urban Consumers (CPI-U); or c) the United States Department of Housing and Urban Development (HUD) Fair Market Rent limits for the Oakland Primary Metropolitan Statistical Area that are in effect in February of each year.
5. Affordable Housing In-Lieu Fees shall be paid at the time of Building Permit issuance for each market rate unit.
6. The Affordable Housing In-Lieu Fee adopted by this Resolution shall be effective and applied to Building Permits issued for each market rate unit 30 days after City Council adoption.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

5565379.1

Report

Feasibility Analysis of Inclusionary Housing Requirements

The Economics of Land Use

Prepared for:
City of Dublin

Prepared by:
Economic & Planning Systems, Inc.

EPS #231009

December 7, 2023
Revised March 27, 2024

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1. Introduction and Executive Summary

Inclusionary housing programs require that new market-rate residential development projects include a certain percentage of housing units at rents or sale prices that are affordable to lower-income households. These program requirements often vary for different product types and/or different tenures and also may include the option for new development to pay a fee in lieu of providing affordable units on-site, as an alternative means of compliance. Inclusionary housing programs have been adopted by hundreds of jurisdictions nationwide, including nearly 200 cities and counties in the State of California. They are one of many tools that cities can use to achieve more affordable housing in their communities.

The City of Dublin (City) is updating its inclusionary zoning ordinance (IZO), which was first adopted in 2002. Economic & Planning Systems, Inc. (EPS) was retained by the City to conduct an economic feasibility study to determine what level of updated inclusionary requirements may be supportable in Dublin, in the context of current market conditions.

EPS analyzed how the provision of below-market-rate (BMR) units impacts the financial feasibility of new market-rate residential development by evaluating the effect of varying inclusionary requirements on industry standard profit and return metrics. Such an analysis is intended to provide the City additional context regarding the implications of revising its inclusionary requirements, while ensuring that the updated requirements do not have the unintended impact of impeding new development. Dublin is not legally required to consider these financial impacts when updating inclusionary housing requirements; however, they are often studied and incorporated into the development of inclusionary policies in order to align a jurisdiction's overall housing goals with its local real estate market conditions.[1]

In addition, cities introducing or updating inclusionary housing programs often consider the requirements and fees set by their "peer cities." **Appendix A** presents comparisons of inclusionary requirements and in-lieu fees for rental and ownership projects in several cities in the Bay Area, with a focus on the Tri-Valley region.

[1] An exception to this statement is Assembly Bill (AB) 1505, which allows the State's Department of Housing and Community Development (HCD) to request an economic feasibility study for inclusionary housing policies that include a requirement that more than 15 percent of total *rental* units developed be affordable to households earning 80 percent of area median income (AMI) or below.

The key findings and recommendations stemming from the feasibility analysis are summarized below. The subsequent chapters of this report provide details on the methodology and assumptions underlying the feasibility analysis, the results of the feasibility analysis, and the recommendations for inclusionary requirements by development product type that align with the feasibility findings.

Key Findings and Recommendation

1. **Under the City's existing inclusionary zoning ordinance requirements, the must-build on-site construction of affordable units ensures affordable housing production across multiple income levels while adding revenue to the City's affordable housing fund.**
   Dublin's current inclusionary program applies to projects of 20 units or more. It has an overall 12.5 percent inclusionary requirement, targeting Very Low-, Low-, and Moderate-income households in rental projects, and Low- and Moderate-income households in ownership projects. However, a developer may opt to pay a fee in-lieu of building up to 40 percent of the inclusionary units; the remaining 60 percent must be built on-site. The must-build component of the policy ensures that at least some inclusionary units are provided as part of market-rate developments, while the fees collected by the City help facilitate the development of 100 percent affordable housing projects within Dublin.

2. **Since the inclusionary zoning ordinance's initial adoption in 2002, the relationship between construction costs and market rate sales prices and rents have shifted, resulting in inclusionary requirements that are no longer aligned with market conditions.**
   Construction costs have outpaced multifamily rents in the years since the IZO was adopted, and as a result, multifamily rental projects may face challenges meeting the City's inclusionary requirements. During the same time period, single-family home values increased, outpacing construction costs. As a result, the ownership inclusionary requirements remain feasible, but the in-lieu fee is no longer aligned with the equivalent cost of providing the units onsite.

3. **Modeling the City's current inclusionary requirements demonstrates that the inclusionary requirements on rental projects face feasibility challenges, while the inclusionary requirements on ownership projects remain feasible.**
   The current and recommended inclusionary requirements were modeled and tested in development pro formas reflecting four different residential prototypes - one rental prototype and three ownership prototypes:
   - Rental multifamily apartments (at a density of 65 units/acre)
   - For-sale condominiums (at a density of 45 units/acre)

- For-sale townhomes (at a density of 20 units/acre), and
- For-sale single family homes (at a density of 10 units/acre).

Each prototype evaluated in this Study is shown to be feasible under current market conditions when developed as a market-rate project, without inclusionary requirements, with the development economics of each prototype exceeding industry-standard profit thresholds. However, modeling the current inclusionary requirements for rental projects lowers the yield-on-cost below the threshold, indicating that new multifamily, rental development will face feasibility challenges meeting the City's inclusionary requirements.

The model indicates that new ownership projects can meet the inclusionary requirements given current construction costs and market pricing, but the current in-lieu fee is set so much lower than the actual cost of building/providing the units onsite, that developers of ownership product will always opt to pay the fee. The model further indicates that multifamily condominium developments, while feasible, cannot absorb the same level of inclusionary requirements as single family detached or attached townhome developments.

Underscoring the misalignment with market conditions, city staff has confirmed that in the last few years, new residential development projects have selected alternatives to full on-site construction of inclusionary units, either paying the fee, negotiating alternative benefits (e.g., land dedication), or a combination of both.

4. **The recommended updates to the IZO will improve the feasibility of new multifamily rental development, apply the updated multifamily inclusionary requirements to for-sale condominium units, and increase the requirements on single family detached and attached townhome projects, which will generate higher in-lieu fee revenue from ownership developments. The recommended updates are consistent with other inclusionary programs in the Tri-Valley region and also respond to other typical program parameters such as charging the in-lieu fee on a "per square foot of market rate development" basis and lowering the threshold project size from 20 units to 10 units.**
   Recommended updates across both the rental and ownership inclusionary programs include lowering the feasibility threshold to 10 units and updating the fee to a per market rate square foot basis, consistent with that of most other cities. Where the in-lieu fee is well below the actual cost of providing the inclusionary units onsite, EPS recommends increasing the fee to capture greater in-lieu fee revenue while preserving project feasibility.

While this analysis provides a useful assessment of the feasibility of each prototype, development costs and values are extremely variable across individual projects. Based on typical fee and inclusionary levels seen in peer cities, consideration of current feasibility challenges in residential construction and the City's affordable housing goals, and direction from the City Council, EPS worked with City staff to develop a set of recommended inclusionary requirements for new multifamily apartment and condominium developments and new for-sale single family detached and attached townhome developments. The recommendations are summarized below and in **Table 1**.

Multifamily Attached Rental and Multifamily Attached Condominium Residential Development

- The current inclusionary requirement is 12.5 percent, targeting a blend of Very Low, Low, and Moderate-income households for rental projects and Low and Moderate-income households for ownership projects. The FY 2023-24 in-lieu fee is $241,131 per affordable unit.
- Because the current requirements challenge the feasibility of new multifamily apartment and condominium development, EPS recommends lowering the requirement to 10 percent, and focusing on Low-income households. At this level, the in-lieu fee that would be equivalent to the subsidy is $236,915 per affordable unit, or approximately $9.00 per market rate square foot for multifamily attached rental.
- EPS recommends a fee of $9 per market rate square foot ($232,650 per affordable unit for multifamily attached rental). The recommended option eases program administration and improves feasibility relative to the current requirement, although some projects in this current development cost and interest rate environment may still face challenges.

For Sale Single Family Detached and Attached Townhome Residential Development

- The current inclusionary requirement is 12.5 percent, targeting a blend of Low and Moderate-income households. The FY 2023-24 in-lieu fee is $241,131 per affordable unit.
- The recommended option increases the inclusionary requirement to 15 percent while maintaining the current Low and Moderate-income split. The in-lieu fee per affordable unit that would be equivalent to this subsidy is $619,928 for single family detached, which would be a nearly threefold increase in the fee.
- Per Council direction, the recommended in-lieu fee is $15 per market rate square foot ($546,000 per affordable unit for single family detached). With this recommendation, the City is incentivizing developers of ownership product to choose the fee option, which, because of the City's must-build requirement, will result in new inclusionary units and in-lieu fee revenue the City can use to support the production of units affordable to lower-

income households to help satisfy the Regional Housing Needs Allocation. Even with the increase in the in-lieu fee, the recommended option maintains the feasibility of new single family detached and attached townhome development.

Table 1 Recommended Inclusionary Requirements and In-Lieu Fees for Ownership and Rental

Item	Applicable Development Types	Overall	Very Low Income (50% AMI)	Low Income [1] (70-80% AMI)	Moderate Income (110% AMI)	Fee per Market Rate Sq. Ft.	Equivalent Fee per Affordable Unit [2]
Multifamily	Multifamily Attached Rental Multifamily Attached Condominium	10.0%	0%	100%	0%	$9.00	$232,650
Single Family	Single Family Attached Townhome Single Family Detached	15.0%	0%	40%	60%	$15.00	$546,000

Source: Economic & Planning Systems, Inc.

[1] Consistent with Dublin's Inclusionary Guidelines, Low Income households are defined at 80% AMI for rental developments, and 70% AMI for ownership developments.
[2] Calculated for Multifamily Attached Rental and Single Family Detached.

2. Background and Local Market Context

Inclusionary housing programs are only able to deliver affordable units if new market-rate residential development is occurring and can achieve prices or rents that support the additional costs of including affordable units. Therefore, before evaluating the development feasibility of updates to the City's inclusionary housing program, EPS evaluated the local residential market activity. This evaluation provides a sense of the need, and the types of market-rate development that is occurring along with the prevailing sales prices and rents of new residential development.

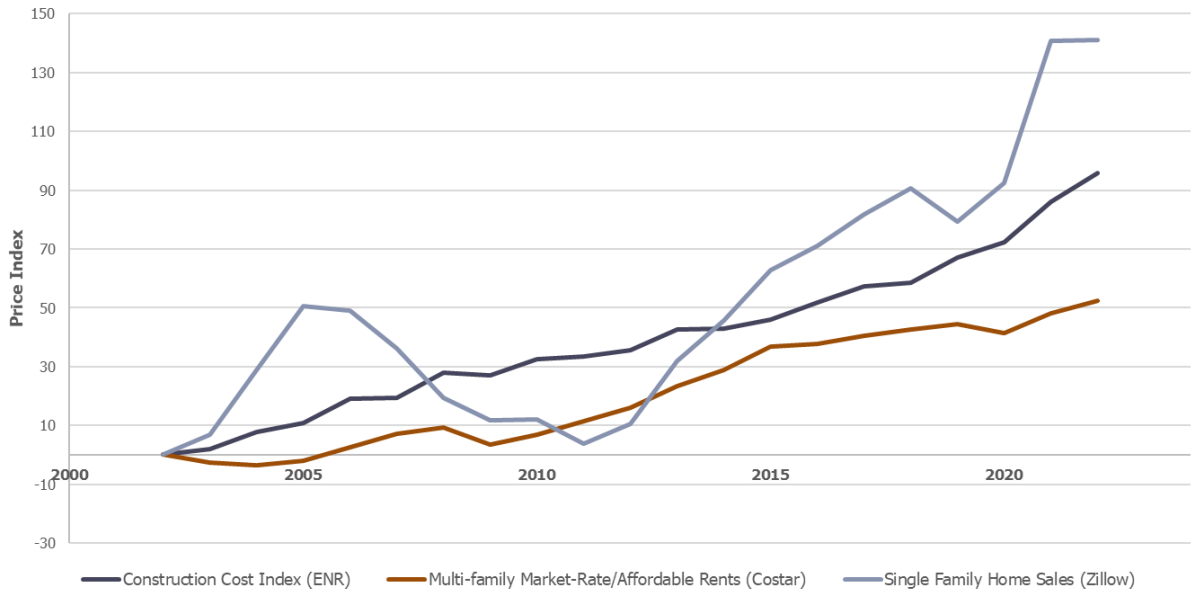
Housing Market Conditions and Challenges

Dublin's IZO was first adopted in 2002, which means that it has been more than twenty years since the program was comprehensively evaluated, although the in-lieu fee has been updated each year to account for inflation. Since 2002, the City of Dublin has undergone significant changes in its housing landscape, and in general, the Bay Area housing market has evolved as well. According to an analysis by the San Francisco Chronicle, Dublin was California's fastest growing city between 2010 and 2020, increasing its population by 58 percent, or 26,600 residents, over the last decade. Much of that increase can be attributed to the City's ability to add new housing units to accommodate that growth; in that time frame, Dublin permitted nearly 8,300 housing units, the highest of any Bay Area city.[2]

In the last decade, construction costs have also been on the rise, affecting the profit yields that developers are able to achieve. **Figure 1** shows a price index of construction costs, multifamily rents, and single-family home sales since 2002. The costs of construction have outpaced multifamily rents in Dublin since 2002 and the gap between the two widened over time, constraining the feasibility of multifamily development. However, since 2014, demand for single-family homes in Dublin created a sharp uptick in home values that have been able to bear the additional costs and generate higher profit margins for single-family home developers. This demonstrates how inclusionary requirements and in-lieu fees established twenty years ago have fallen out of sync with current market conditions and development costs.

[2] https://www.sfchronicle.com/bayarea/article/dublin-population-growing-17781799.php

Figure 1 Price Index of Construction Costs, Multifamily Rents, and Single-Family Home Sales in Dublin



Dublin's Strategic Plan Objectives

Dublin's most recent Two-Year Strategic Plan, adopted in 2022, outlines the City's goals and Strategy Areas, one of which is Housing Affordability.[3] Within this Strategy, the city has established six objectives, three of which relate to the structuring and implementation of the inclusionary zoning ordinance:

- 2B. Ensure the City's inclusionary zoning regulations incentivize targeted housing production.
- 2C. Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing.
- 2D. Facilitate the production of affordable housing for lower-income seniors, workforce, and special needs households.

An update to the inclusionary zoning ordinance policy and in-lieu fee directly addresses 2B and 2C, while the implementation of an updated inclusionary program to produce on-site affordable units would meet strategy 2D.

[3] ~~https://dublin.ca.gov/DocumentCe~~nter/View/31668/2022-24-Strategic-Plan?bidId=

Regional Housing Needs Allocation

The State of California requires every jurisdiction to adequately plan for its community's housing needs, as specified by the Regional Housing Needs Allocation (RHNA), which determines the amount of housing units needed for each jurisdiction by income category. Currently, jurisdictions in the Association of Bay Area Governments (ABAG) have adopted or are working towards adopting their 6th Cycle (2023 through 2031) Housing Elements to reflect policies and strategies required to meet current RHNA numbers. The City of Dublin adopted its 6th Cycle Housing Element in November 2022.

Through the RHNA process, Dublin has an allocation of 3,719 total units. **Table 2** displays the RHNA allocation breakdown by income levels. The allocation is concentrated in affordable units, with 61 percent of the total units at Moderate or below. Affordable housing programs like the inclusionary zoning ordinance can help cities achieve their RHNA numbers in the lower-income affordability categories.

Table 2 RHNA Allocation for Dublin

Affordablility Category	Units	Percentage
Very Low Income	1,085	29.2%
Low Income	625	16.8%
Moderate Income	560	15.1%
Above Moderate	1,449	39.0%
Total	**3,719**	**100.0%**

Source: ABAG; Economic & Planning Systems, Inc.

Household Incomes and Affordability

HCD Income Limits

Affordable rents and sale prices for below-market-rate units are based on maximum housing costs affordable to households at various household income levels. Income levels in the County of Alameda are set by the California Department of Housing and Community Development (HCD) on an annual basis. According to the 2023 HCD Income Limits for Alameda County (**Table 3**), the Area Median Income (AMI) in Alameda County is defined at $133,100 for a household of three and $147,900 for a household of four.

Table 3 Alameda County 2023 Income Limits by Persons in Household

Affordability Category	Maximum Percentage of County Median	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Acutely Low Income	0% - 15%	$15,550	$17,750	$20,000	$22,200	$24,000	$25,750	$27,550	$29,300
Extremely Low Income	30%	$31,050	$35,500	$39,950	$44,350	$47,900	$51,450	$55,000	$58,550
Very Low Income	50%	$51,800	$59,200	$66,600	$73,950	$79,900	$85,800	$91,700	$97,650
Low Income	80%	$78,550	$89,750	$100,950	$113,150	$121,150	$130,100	$139,100	$148,050
Median Income	100%	$103,550	$118,300	$133,100	$147,900	$159,750	$171,550	$183,400	$195,250
Moderate Income	120%	$124,250	$142,000	$159,750	$177,500	$191,700	$205,900	$220,100	$234,300

Sources: CA Department of Housing and Community Development; Economic & Planning Systems, Inc.

3. Methodology and Assumptions

In an inclusionary program, developers are required to set aside a portion of their units for lower-income households. When a developer builds the affordable units on-site, the project's construction costs are not significantly affected. It costs approximately the same to build a market-rate unit as an affordable unit. However, the *revenue* the developer can expect from the affordable units is less than the revenue from the market-rate units. The developer is, in effect, subsidizing the development of the affordable units. The subsidy is greater for units affordable to Very Low-income households than it is for Low-income households and Moderate-income households.

In some cases, the developer may opt to pay a fee in lieu of providing the units on site. When a developer pays an in-lieu fee, all the units are sold or rented as market-rate units, so the revenue potential is not affected. However, the constructions costs are affected by the amount of the in-lieu fee, which is typically paid at the time of building permit issuance or certificate of occupancy.

In Dublin, the Inclusionary Zoning Ordinance includes a "must build" requirement of 60 percent, meaning that a developer who chooses to pay the in-lieu fee must still provide 60 percent of the inclusionary requirement on-site, but is allowed to "fee out" on the remaining 40 percent.

Return Metrics and Feasibility Thresholds

The assessment of financial feasibility for real estate development products is based on calculating financial return metrics and comparing them against typical industry target thresholds. In the case of residential development, relevant return metrics are based on comparing total project revenues to total project construction costs.

This analysis established a feasibility threshold based on two standard return metrics used by real estate developers. These return metrics reflect the value of the investment in a project, and are a critical element in informing a developer's "go/no-go" decision to proceed with development:

- For ownership, or for-sale housing products (typically single family detached and attached homes, including townhomes and condominiums), the feasibility threshold is based on the return metric of "profit margin," calculated as the percentage by which total project value exceeds total project cost. Based on EPS research and feedback from the developer community, the analysis

assumes that developers in Dublin and the surrounding region will require at least a 15 percent profit margin on for-sale development projects. Therefore, any project attaining a profit margin at or above 15 percent would be considered feasible in this analysis.

- For rental housing products (typically, multifamily apartments), the feasibility threshold is based on the return metric of "yield on cost," calculated by dividing the annual net operating income (NOI) by the total costs of development.[4] Based on EPS research and experience, the analysis assumes that developers in Dublin and the surrounding region will require a yield on cost of at least 5.5 percent.

It is important to note that these return metrics do not account for the time value of money and are not based on any assumption regarding project timeline. EPS assumptions for prototype revenues and costs used to calculate the return metrics are detailed in the following sections.

Product Prototypes

The prototype residential products used in the feasibility analysis were informed by EPS research on the local housing market. Research included review of recent developments and proposed projects, discussions with developers active in the region, and discussions with City staff. The characteristics for the prototype development products are summarized in **Table 4**. They include one rental prototype – multifamily apartments - and three for-sale prototypes – condominiums, townhomes, and single-family detached homes. A recently constructed example of each prototype specific to the City of Dublin is also given.

The critical differentiator between the for-sale prototypes is the density at which they are built and how parking is provided, with the condominium product assumed to be built at a higher density (45 units per acre) than the townhome product (20 units per acre) and with wrap-around style parking. The townhome product is assumed to include an attached, "tuck-under" garage. The single-family detached product is assumed to be developed at an even lower density (10 units per acre) and with an attached garage. The analysis also assumes that the prototypical townhome is smaller than the prototypical single-family home. In some cases, there may be additional design factors – such as whether a unit is detached or attached – that are used to define a project as a townhome or single-family home. This analysis does not account for those types of factors, only differentiating the two prototypes based on density, parking, and unit size.

The unit characteristics for each prototype are meant to represent average unit sizes, with the resulting analysis demonstrating feasibility for an average

[4] Net operating income reflects total rent collected minus operating costs.

residential project. The findings of this analysis assume that the unique unit mix of any particular project will, in aggregate, conform to these average unit sizes. However, any specific project will have its own cost and revenue factors that may be impacted in part by its unit mix.

Table 4 Prototype Residential Products

Item	Multifamily Attached Rental	Multifamily Attached Condominium	Single Family Attached Townhome	Single Family Detached
Tenure	Rental	Ownership	Ownership	Ownership
Building Type	Multifamily	Multifamily	Attached	Detached
Density (units/acre)	65 units/acre	45 units/acre	20 units/acre	10 units/acre
Unit Square Feet	1,100 sq. ft.	1,500 sq. ft.	2,000 sq. ft.	2,400 sq. ft.
Unit Bedrooms	2 per unit	2 per unit	3 per unit	4 per unit
Amount of Parking	1.5 per unit	1.5 per unit	2 per unit	2 per unit
Parking Type	Wrap	Wrap	Attached Garage	Attached Garage
Dublin Project Example	Avalon West Dublin	Elan at Dublin Station	Apex Townhomes	Lombard at Boulevard

Source: City of Dublin; Costar; EPS discussions with local active developers

Development Cost Assumptions

Housing construction costs categories include land acquisition, site preparation, hard costs (e.g., construction labor and materials), and indirect or "soft" costs (e.g., architecture, entitlement, marketing, etc.). For multifamily projects that include a structured garage, EPS also defines parking costs per unit as a separate line item. Data from recent developments and land transactions in the local market have been combined with information from interviews with various housing developers to inform the construction cost assumptions used in this analysis. Total development costs are comprised of land acquisition, hard costs, and soft costs (collectively, construction costs) plus an estimated developer profit amount. **Table 5**, **Table 6**, **Table 7**, and **Table 8** below detail the cost assumptions and estimated costs per unit for the multifamily attached rental, multifamily attached condominium, single family attached townhome, and single family detached product prototypes, respectively.

Table 5 Market-Rate Multifamily Attached Rental Product Prototype Unit Cost Assumptions

Item	Multifamily Attached Rental Assumptions		Per Unit
Development Prototype			
Tenure		Rental	
Parcel Size	1	acre	
Density	65	units/acre	
Unit Size	1,100	sq.ft.	
Number of Bedrooms	2.0	per unit	
Amount of Parking	1.5	per unit	
Development Costs			
Land Costs	$5,000,000	per acre	$76,923
Site Preparation	$10	per sq.ft. of land	$6,702
Subtotal, Land			*$83,625*
Direct Construction Costs	$325	per sq.ft.	$357,500
Parking Costs	$40,000	per space, wrap-style	$60,000
Builder Fee	0.0%	of direct costs, incl. parking	$0
Subtotal, Direct Costs			*$417,500*
Development Impact Fees [1]	$28,671	per unit	$28,671
Indirect Costs [2]	20%	of direct costs	$83,500
Subtotal, Indirect Costs	*27%*	*of direct costs*	*$112,171*
Total Construction Costs			**$613,295**
Developer Profit Threshold	5.5%	yield on cost	
Total Development Costs			

Sources: Costar; Marshall & Swift; EPS discussions with local active developers

[1] Development impact fee total does not include current affordable housing inclusionary fee requirements
[2] Includes costs for architecture and engineering; entitlement and fees; project management; appraisal and market study; marketing, commissions, and general administration; financing and charges; insurance; and contingency.

Table 6 Market-Rate Multifamily Attached Condominium Product Prototype Unit Cost Assumptions

Item	Multifamily Attached Condominium Assumptions		Per Unit
Development Prototype			
Tenure		Ownership	
Parcel Size	1	acre	
Density	45	units/acre	
Unit Size	1,500	sq.ft.	
Number of Bedrooms	2.0	per unit	
Amount of Parking	1.5	per unit	
Development Costs			
Land Costs	$4,000,000	per acre	$88,889
Site Preparation	$10	per sq.ft. of land	$9,680
Subtotal, Land			*$98,569*
Direct Construction Costs	$325	per sq.ft.	$487,500
Parking Costs	$40,000	per space, wrap-style	$60,000
Builder Fee	3.0%	of direct costs, incl. parking	$16,425
Subtotal, Direct Costs			*$563,925*
Development Impact Fees [1]	$28,671	per unit	$28,671
Indirect Costs [2]	20%	of direct costs	$112,785
Subtotal, Indirect Costs	*25%*	*of direct costs*	*$141,456*
Total Construction Costs			**$803,950**
Developer Profit Threshold	15%	of total construction costs	$120,592
Total Development Costs			**$924,542**

Sources: Costar; Marshall & Swift; EPS discussions with local active developers

[1] Development impact fee total does not include current affordable housing inclusionary fee requirements
[2] Includes costs for architecture and engineering; entitlement and fees; project management; appraisal and market study; marketing, commissions, and general administration; financing and charges; insurance; and contingency.

Table 7 Market-Rate Single Family Attached Townhome Product Prototype Unit Cost Assumptions

Item	Single Family Attached Townhome Assumptions		Per Unit
Development Prototype			
Tenure	Ownership		
Parcel Size	1	acre	
Density	20	units/acre	
Unit Size	2,000	sq.ft.	
Number of Bedrooms	3.0	per unit	
Amount of Parking	2.0	per unit	
Construction Costs			
Land Costs	$3,000,000	per acre	$150,000
Site Preparation	$10	per sq.ft. of land	$21,780
Subtotal, Land			*$171,780*
Direct Construction Costs	$250	per sq.ft.	$500,000
Parking Costs	$0	per space	$0
Builder Fee	3.0%	of direct const. costs	$15,000
Subtotal, Direct Costs			*$515,000*
Development Impact Fees [1]	$45,195	per unit	$45,195
Indirect Costs [2]	20%	of direct costs	$103,000
Subtotal, Indirect Costs	*29%*	of direct costs	*$148,195*
Total Construction Costs			**$834,975**
Developer Profit Threshold	15%	of total construction costs	$125,246
Total Development Costs			**$960,221**

Sources: Costar; Marshall & Swift; EPS discussions with local active developers

[1] Development impact fee total does not include current affordable housing inclusionary fee requirements
[2] Includes costs for architecture and engineering; entitlement and fees; project management; appraisal and market study; marketing, commissions, and general administration; financing and charges; insurance; and contingency.

Table 8 Market-Rate Single Family Detached Product Prototype Unit Cost Assumptions

Item	Single Family Detached Assumptions		Per Unit
Development Prototype			
Tenure	Ownership		
Parcel Size	1	acre	
Density	10	units/acre	
Unit Size	2,400	sq.ft.	
Number of Bedrooms	4.0	per unit	
Amount of Parking	2.0	per unit	
Construction Costs			
Land Costs	$3,000,000	per acre	$300,000
Site Preparation	$10	per sq.ft. of land	$43,560
Subtotal, Land			*$343,560*
Direct Construction Costs	$200	per bldg. sq.ft.	$480,000
Parking Costs	$0	per space	$0
Builder Fee	3.0%	of direct const. costs	$14,400
Subtotal, Direct Costs			*$494,400*
Development Impact Fees [1]	$52,106	per unit	$52,106
Indirect Costs [2]	20%	of direct costs	$98,880
Subtotal, Indirect Costs	*31%*	of direct costs	*$150,986*
Total Construction Costs			**$988,946**
Developer Profit Threshold	15%	of total construction costs	$148,342
Total Development Costs			**$1,137,288**

Sources: Costar; Marshall & Swift; EPS discussions with local active developers

[1] Development impact fee total does not include current affordable housing inclusionary fee requirements
[2] Includes costs for architecture and engineering; entitlement and fees; project management; appraisal and market study; marketing, commissions, and general administration; financing and charges; insurance; and contingency.

Revenue and Value Assumptions

Market-Rate Rents

For rental apartments, the metric used to determine feasibility is yield-on-cost, which is calculated as annual net operating income (NOI) divided by construction costs. Annual NOI is calculated as annual rent minus annual operating expenses, which are assumed at $10,000 per market-rate unit in this analysis. Current market-rate rents for recently constructed products are reported by CoStar to be $3.34 per square foot, which equates to $3,674 per month for a 2-bedroom, 1,100 square-foot apartment.

Market-Rate Sales Prices

For the for-sale prototypes, the value of the unit is equal to the estimated sale price. The sale prices for each prototype are established based on market research and conversations with local developers. Current sales prices for newly constructed condominium units, estimated from Redfin, are reported to be $980,000 per unit; townhome units are valued at $1.14 million per unit, and new single family detached homes are selling for approximately $1.39 million.

Affordable Housing Values

In general, Very Low-income households are defined as those earning up to 50 percent of AMI. Low-income households earn up to 80 percent AMI and Moderate-income households earn up to 120 percent of AMI, adjusted for household size. Dublin chooses to define Low-income for ownership projects at up to 70 percent AMI and Moderate-income for both rental and ownership projects at up to 110 percent AMI. This differs slightly from the percentage thresholds defined by HCD[5] but acknowledges that some Low-income households will earn less than 80 percent AMI and some Moderate-income households will earn less than 120 percent AMI.

Based on the maximum household income at each income level, as defined in Dublin, EPS calculated the maximum spending towards housing costs affordable at each income level. Consistent with the City's published inclusionary zoning ordinance guidelines, the analysis assumes that rental households spend 30 percent of their gross annual income on total housing costs and for-sale households spending 35 percent of gross annual income. For rental units, housing costs include rent and utilities. For for-sale units, housing costs include mortgage and interest payments, insurance, property taxes, and Homeowners Association (HOA) fees. To calculate the maximum affordable sale price for these for-sale units, EPS estimated other housing costs based on assumptions given in the City's inclusionary program guidelines and subtracted it from 35 percent of gross annual income to obtain the maximum income available for a mortgage payment. This

[5] See HCD State Income Limits 2023, https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/income-limits-2023.pdf

mortgage payment was converted into an affordable home sale price assuming a 5 percent down payment and a 30-year mortgage with a fixed interest rate of 5 percent.

Table 9 indicates the maximum annual incomes for County households associated with each income category for the associated household size, as well as the affordable rents and sale prices associated with each category.

Table 9 Maximum Unit Values for Affordable Housing in Alameda County

Item	Very Low Income (50% AMI)	Low Income (70-80% AMI) [9]	Moderate Income (110% AMI)
Multifamily Attached Rental			
Maximum Household Income [1]	$66,600	$100,950	$146,410
Income Available for Housing Costs/Year [2]	$16,014	$26,319	$39,957
(less) Operating Expenses per Unit/Year [3]	($7,500)	($7,500)	($10,000)
Net Operating Income	$8,514	$18,819	$29,957
Capitalization Rate [4]	5%	5%	5%
Unit Value [5]	**$170,280**	**$376,380**	**$599,140**
Multifamily Attached Condominium			
Household Income [1]	$66,600	$93,170	$146,410
Income Available for Housing Costs/Year [6]	$23,310	$32,610	$51,244
Supportable Mortgage [7]	$179,155	$287,030	$503,191
Affordable Home Price [8]	**$188,600**	**$302,100**	**$529,700**
Single Family Attached Townhome			
Household Income [1]	$73,950	$103,530	$162,690
Income Available for Housing Costs/Year [6]	$25,883	$36,236	$56,942
Supportable Mortgage [7]	$193,056	$313,154	$553,350
Affordable Home Price [8]	**$203,200**	**$329,600**	**$582,500**
Single Family Detached			
Household Income [1]	$79,900	$111,825	$175,725
Income Available for Housing Costs/Year [6]	$27,965	$39,139	$61,504
Supportable Mortgage [7]	$206,219	$335,837	$595,278
Affordable Home Price [8]	**$217,100**	**$353,500**	**$626,600**

[1] Reflects 2023 HCD Income Limits for a three-person household for apartments and condominiums, a four-person household for tow nhomes, and a five-person household for single-family homes.

[2] Assumes that no more than 30% of a household's income should be spent on housing costs for housing to be considered affordable.

[3] Operating expenses are generally based on EPS feasibility studies in the region and are inclusive of utility costs; units at or below 80% of AMI are assumed to be built as non-profit and are therefore exempt from property taxes. Property taxes are assumed to comprise a share of the operating expenses for the moderate income category.

[4] The capitalization rate is used to determine the current value of a property based on estimated future operating income, and is typically a measure of estimated operating risk. Obtained for multifamily developments in Dublin and the surrounding region from CoStar.

[5] The unit value is determined by dividing the net operating income by the capitalization rate.

[6] Based on Dublin's Inclusionary Guidelines for calculating income, this reflects that total housing costs should not exceed 35% of income, and takes into account other housing-related costs, such as taxes, insurance, and HOA fees.

[7] Assumes a 30-year mortgage and a fixed 5% interest rate.

[8] Assumes a 5% dow n payment, consistent w ith the City of Dublin's Inclusionary guidelines.

[9] Consistent w ith Dublin's Inclusionary Guidelines, Low Income households are defined at 80% AMI for rental developments, and 70% AMI for ow nership developments.

4. Feasibility Analysis

Market-Rate Development

The first step in assessing feasible inclusionary housing requirements for Dublin involved evaluating whether 100 percent market-rate projects reflecting the defined product prototypes are financially feasible and then evaluating the financial feasibility of the current inclusionary requirements before considering updates to the inclusionary program.

Table 10 illustrates yield-on-cost or profit margin for each product prototype without inclusionary requirements, assuming current market rate prices, based on the data shown above in **Table 5** through **Table 8.** As shown in **Table 10**, the analysis suggests that the development of all ownership prototypes (condominium, townhome, and single-family home) is feasible given the current relationship of construction costs and market rate rents and sale prices.

The rental prototype is marginally feasible under the given assumptions, but rising construction costs compared to rents have made the economics of this housing type challenging. By comparison, demand for single-family housing has led to high sales prices that generate profits far exceeding the 15 percent profit margins threshold.

It is important to note that this analysis only reflects an average prototypical project, and any specific project may have its own cost and revenue factors that may be impacted in part by its unit mix. There are many factors that can impact the financial feasibility of any particular development project. For example, if a project can acquire land at a lower price or build at a higher density or provide less parking than what is represented in the above assumptions or identify lower-cost financing, the project economics may improve. Similarly, a developer may find that there is sufficient market demand to achieve rents or sale prices higher than those assumed in this analysis.

Table 10 Feasibility of Market-Rate Product Prototypes

Item	Feasibility Threshold	Results
Multifamily Attached Rental		
Development Costs Per Unit		$613,295
Net Operating Income Per Unit		$34,088
Yield on Cost	5.5%	***5.6%***
Multifamily Attached Condominium		
Development Costs Per Unit		$803,950
Average Sale Price		$980,000
Profit		$176,050
Profit Margin	15%	***22%***
Single Family Attached Townhome		
Development Costs Per Unit		$834,975
Average Sale Price		$1,140,000
Profit		$305,025
Profit Margin	15%	***37%***
Single Family Detached		
Development Costs Per Unit		$988,946
Average Sale Price		$1,390,000
Profit		$401,054
Profit Margin	15%	***41%***

Source: Economic & Planning Systems

Current Inclusionary Program

Next, EPS tested the feasibility of the current inclusionary program under the two options that a developer can pursue to meet the inclusionary requirement. Under the current requirements, which apply to both rental and ownership developments of 20 units or more, 12.5 percent of the total units must be set aside as affordable. Any fractional amount of 0.5 units or less resulting from this calculation are discarded (i.e., rounded down), while fractional amounts greater than 0.5 must be rounded up. As an alternative to building the full 12.5 percent of units on-site, the developer may pay an in-lieu fee covering up to 40 percent of the inclusionary obligation and build the remaining 60 percent.

On-Site Build Option

The full on-site requirement is a 12.5 percent affordability requirement, divided between Very Low Income, Low Income, and Moderate-Income levels. **Table 11** describes the income level allocations for rental and ownership projects.

Table 11 Required Affordable Units by Income Category

Income Level	Current Overall Requirement	Very Low Income (50% AMI)	Low Income (70-80% AMI) [1]	Moderate Income (110% AMI)
Rental	12.5%	30%	20%	50%
Ownership	12.5%		40%	60%

Source: City of Dublin Guidelines to the Inclusionary Zoning Regulations Ordinance

[1] Consistent with Dublin's Inclusionary Guidelines, Low Income households are defined at 80% AMI for rental developments, and 70% AMI for ownership developments.

Under these guidelines, a 100-unit project would be required to provide 12 BMR units (rounded down from 12.5). For rental units, there would be 6 Moderate-income units, 2 Low-income units, and 4 Very Low-income units. For ownership units, there would be 7 Moderate-income units and 5 Low-income units.

Must-Build and Fee Payment Option

As an alternative to on-site construction of the full inclusionary requirement, the developer may pay in-lieu fees on up to 40 percent of the requirement and build the remaining 60 percent. In-lieu fees, which are a common alternative means of complying with an inclusionary requirement, are typically calculated based on the financial subsidy needed to support the development of affordable units that are not being provided on-site. The fee revenues are collected in a dedicated fund that can be utilized to support the production and preservation of affordable units in the City.

Dublin's current in-lieu fee is charged on a per affordable unit basis and adjusted for inflation annually based on either (a) the Bay Area Urban Consumer Price Index as of February in each year, or (b) the HUD Fair Market Rent limits for the Oakland Primary Metropolitan Statistical Area, whichever represents the greater percentage change amount. As of July 2023, the in-lieu fee is $241,131 per affordable unit.

In a hypothetical 100-unit project where the inclusionary obligation is 12 BMR units, the developer could pay an in-lieu fee on 5 units (rounded up from 4.8) and provide 7 units (rounded down from 7.2) as affordable units. The total in-lieu fee payment would be $1,205,655. The 7 units are distributed across income categories as described in **Table 11**. The same rounding rules on fractional units apply in calculating the must-build portion. For rental, this results in 4 Moderate-income units, 1 Low-income unit, and 2 Very Low-income units.[6] For ownership, there would be 4 Moderate-income units and 3 Low-income.

Table 12 shows the yield-on-cost or profit margins obtained in both options for each of the four prototypes, given the additional costs that the inclusionary requirements add to the project in terms of rent subsidies or in-lieu fee payments. For the on-site build, single family detached and single family attached townhome units remain very feasible in excess of the feasibility threshold, but the multifamily attached condominium prototype falls just below, at 14 percent. Choosing the in-lieu fee option increases the feasibility for the single-family prototypes. This is because given current construction costs and single-family home values, the current in-lieu fee of $241,131 no longer aligns with the subsidy, such that the paying the fee costs less for the developer than providing the affordable unit.

[6] As directed by the City's IZO guidelines, if the allocation calculation and rounding rules result in one less unit than the total required, one additional unit is assigned to the lowest income level with the fractional amount closest to or at 0.5. In this example, the Moderate-Income fraction is 3.5, so the extra unit is assigned as Moderate and brings the allocation up to 4.

Table 12 Feasibility of Current Inclusionary Program on Product Prototypes

Item	Feasibility Threshold	Current Program Feasibility	
		On-Site Build	Must-Build and Fee
Multifamily Apartment			
Yield on Cost	5.5%	5.30%	5.32%
Multifamily Attached Condo			
Profit Margin	15%	14%	15%
Single Family Attached Townhome			
Profit Margin	15%	27%	29%
Single Family Detached			
Profit Margin	15%	30%	33%

Source: Economic & Planning Systems

On-Site Inclusionary Requirement Alignment

As described above, it is best practice for an inclusionary housing program to have an on-site inclusionary requirement that aligns with the cost of the in-lieu fee. Stated another way, the cost to the developer of paying the in-lieu fee should be approximately equal to the subsidy that a project is providing when some portion of units are rented or sold at below-market-rates, given that the value of those units is typically less than the cost to build them. This subsidy, also called the affordability gap, is the difference between the cost of building units that will be BMR (equal to the cost of building market-rate units, as detailed in **Table 5** through **Table 8**) and their value based on maximum affordable rents or sale prices (as detailed in **Table 9**). However, some cities make a policy decision to incentivize the payment of fees over the production of on-site units (or vice versa). In these circumstances, a city's on-site requirement and the associated in-lieu fee may be intentionally different from a development cost perspective.

The subsidy required for each product type across the three affordable income levels (Very Low, Low, and Moderate-income) is shown below in **Table 13**. It is worth noting that these affordability gaps represent the cost to a developer of providing BMR units on-site as part of a larger market-rate project. The subsidy required for building BMR units as part of a 100 percent affordable project may be different, as the costs for building an affordable housing project can often differ from the costs for building a market-rate housing project.

Table 13 Subsidy Required for Below-Market-Rate Units by Income Level

Item	Very Low Income (50% AMI)	Low Income (70-80% AMI) [1]	Moderate Income (110% AMI)
Multifamily Attached Rental			
Development Costs Per Unit	$613,295	$613,295	$613,295
Development Value Per Unit	$170,280	$376,380	$599,140
Affordability Gap	**($443,015)**	**($236,915)**	**($14,155)**
Multifamily Attached Condominium			
Development Costs Per Unit	$924,542	$924,542	$924,542
Development Value Per Unit	$188,600	$302,100	$529,700
Affordability Gap	**($735,942)**	**($622,442)**	**($394,842)**
Single Family Attached Townhome			
Development Costs Per Unit	$960,221	$960,221	$960,221
Development Value Per Unit	$203,200	$329,600	$582,500
Affordability Gap	**($757,021)**	**($630,621)**	**($377,721)**
Single Family Detached			
Development Costs Per Unit	$1,137,288	$1,137,288	$1,137,288
Development Value Per Unit	$217,100	$353,500	$626,600
Affordability Gap	**($920,188)**	**($783,788)**	**($510,688)**

Source: Economic & Planning Systems

[1] Consistent w ith Dublin's Inclusionary Guidelines, Low Income households are defined at 80% AMI for rental developments, and 70% AMI for ow nership developments.

5. Council Direction and Program Recommendations

In selecting appropriate inclusionary requirements and in-lieu fee levels, a city may consider several tradeoffs or policy preferences. Factors like development feasibility, affordable housing and economic development goals, political viability, and a desire to stay competitive with neighboring cities and their housing markets could all be considered. For example, should a city wish to move to a higher inclusionary level, they would need to raise the in-lieu fee or lean towards more Moderate-income housing in order to maintain feasibility. Conversely, a policy decision to target more Very Low or Low-income households or bring down the in-lieu fee may require lowering the overall on-site requirement. In consideration of these tradeoffs, the following recommendations in **Table 14** were developed with policy input from the City Council.[7]

Given the differences in development economics between the rental and ownership housing markets as well as the differences between multifamily (apartments and attached condominiums) and single family (detached and attached townhomes) product types, EPS recommends two sets of inclusionary requirements.

For single family detached and attached townhome ownership developments, it is recommended to increase the inclusionary requirement to 15 percent, split between Low (40 percent of the required units) and Moderate (60 percent of the required units). The in-lieu fee is proposed to be set at $15 per market rate square foot, after accounting for the must-build requirement. For multifamily rental apartments and for-sale attached condominiums, the recommendation is to lower the requirement to 10 percent of the total project units and focus exclusively on the Low-income cohort. The in-lieu fee is proposed to be set at $9 per market rate square foot, after the must-build requirement.

[7] The City Council discussed updates to the inclusionary program on August 15, 2023; on September 19, 2023; and on January 9, 2024.

Table 14 Recommended Inclusionary Program

Item	Applicable Development Types	Overall	Very Low Income (50% AMI)	Low Income [1] (70-80% AMI)	Moderate Income (110% AMI)	Fee per Market Rate Sq. Ft.	Equivalent Fee per Affordable Unit [2]
Multifamily	Multifamily Attached Rental Multifamily Attached Condominium	10.0%	0%	100%	0%	$9.00	$232,650
Single Family	Single Family Attached Townhome Single Family Detached	15.0%	0%	40%	60%	$15.00	$546,000

[1] Consistent w ith Dublin's Inclusionary Guidelines, Low Income households are defined at 80% AMI for rental developments, and 70% AMI for ow nership developments.
[2] Calculated for Multifamily Attached Rental and Single Family Detached.

Source: Economic & Planning Systems, Inc.

In addition to the updated inclusionary requirements and in-lieu fee levels, EPS also recommends several other changes to the program structure across both multifamily and single family product types. First, it is recommended to reduce the threshold project size to 10 units (from its current 20). This puts Dublin more in line with its peer jurisdictions, which have an average threshold level of 10 units, and ensures that the inclusionary requirements would apply to smaller infill projects that are expected to emerge in the future.

Second, EPS recommends charging in-lieu fees on a per market rate square foot basis, rather than per affordable unit. This approach encourages smaller, "affordable by design" development and aligns the fee structure with that of inclusionary programs in other cities, as well as with that of other development impact fees collected by the City.

The must-build component of the fee option has been helpful in ensuring that on-site inclusionary units are built, while collecting fee revenue at the same time. EPS recommends maintaining this option at its current 60 percent must-build level.

Table 15 demonstrates the feasibility of the recommended inclusionary program and fee under both full on-site build and build-fee options. For the multifamily attached rental and multifamily attached condominium program, the reduction in overall inclusionary level improves yield-on-cost for attached rental apartments and profit margin for attached condominiums over the existing option. For the single family detached and attached townhome ownership inclusionary recommendation, the increased in-lieu fees result in lower profit margins under the build-fee option compared to the current program, but the projects remain feasible above the 15 percent threshold level, so it would not deter development.

Table 15 Feasibility of Recommended Inclusionary Program

Item	Feasibility Threshold	Recommended Program Feasibility	
		On-Site Build	Must-Build and Fee
Rental - 10% Low			
Multifamily Attached Rental			
Yield on Cost	5.5%	5.31%	5.33%
Multifamily Attached Condominium			
Profit Margin	15%	15%	16%
Ownership - 12.5% Blended			
Single Family Attached Townhome			
Profit Margin	15%	25%	25%
Single Family Detached			
Profit Margin	15%	27%	28%

Source: Economic & Planning Systems

APPENDIX A:

Survey of Inclusionary Requirements in Select California Jurisdictions

Table A-1
Single Family Detached Ownership Inclusionary Requirements as of January 2024
City of Dublin Commercial Linkage Fee Study; EPS #231009

City	Overall Inclusionary Requirement	Income Targets	Project Size Threshold	In-Lieu Fee		Last Ordinance Update
Dublin	**12.5%**	**60% Moderate 40% Low**	**20 units**	**$241,131**	**per inclusionary unit**	**2002**
Fremont	15%	66% Low 33% Moderate	All units	$44.00	per sq. ft.	2021
Concord	15%	50% Moderate 50% Low	5 units	$20.00	per sq. ft. [1]	2024
San Ramon	10%	Moderate	10 units	$15.70	per sq. ft.	2019
Hayward	10%	Moderate	2 units	$23.46	per sq. ft.	2018
Walnut Creek	10% 7% 6%	Moderate Low Very Low	All units	$21.86	per sq. ft.	2017
Livermore	15%	50% Moderate 50% Low	11 units	$39.94	per sq. ft. (under 11 units) 11+ units must build	2015
Danville	10%	Moderate	10 units	*market gap calculation*		2014
Pleasanton	20%	Moderate Low Very Low	15 units	$50,480	per dwelling unit	2000 [2]

[1] In-lieu fee option applies to Ownership projects between 5 and 9 units.

[2] Pleasanton's inclusionary zoning was first adopted in 2000 and the fee level was last revised in 2018.

Table A-2
Multifamily Rental Inclusionary Requirements as of January 2024
City of Dublin Commercial Linkage Fee Study; EPS #231009

City	Overall Inclusionary Requirement	Income Targets	Project Size Threshold	In-Lieu Fee		Last Ordinance Update
Dublin	**12.5%**	**50% Moderate 20% Low 30% Very Low**	**20 units**	**$241,131**	**per inclusionary unit**	**2002**
Fremont	10%	Low	All units	$17.50	per sq. ft.	2021
Concord	6%	4% Moderate 1% Low 1% Very Low	5 units	$15	per sq. ft.	2024
San Ramon	15%	50% Low 50% Very Low	5 units	$14.63	per sq. ft. (under 10 units) 10+ units must build	2019
Hayward	6%	50% Low 50% Very Low	2 units	$23.46	per sq. ft.	2018
Walnut Creek	10% 6%	Low Very Low	All units	$21.86	per sq. ft.	2017
Livermore	15%	50% Low 50% Very Low	11 units	*In-lieu fee N/A; must build*		2015
Danville	15%	Moderate	10 units	*market gap calculation*		2014
Pleasanton	15%	Low Very Low	10 units	$50,480	per dwelling unit	2000*

* Pleasanton's inclusionary zoning was first adopted in 2000 and the fee level was last revised in 2018.

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING A NON-RESIDENTIAL DEVELOPMENT AFFORDABLE HOUSING IMPACT FEE WITHIN THE CITY OF DUBLIN

WHEREAS, the Dublin City Council adopted Dublin Municipal Code Chapter 7.86 creating and establishing the authority for imposing and charging a Non-Residential Development Affordable Housing Impact Fee ("Fee") to mitigate the impacts of non-residential development on the affordability of housing within the City; and

WHEREAS, the Inclusionary Zoning Regulations establish the authority to impose and charge a fee to mitigate the impacts of non-residential development on the affordability of housing in the City of Dublin; and

WHEREAS, on May 3, 2005, the City Council adopted Resolution 70-05 establishing a Non-Residential Development Affordable Housing Impact Fee; and

WHEREAS, the City of Dublin Strategic Plan for Fiscal Years 22-23 includes Objective 2.b to ensure the City's Inclusionary Zoning Regulations incentivize targeted housing production and Objective 2.c to evaluate the affordable housing in-lieu fee for ownership and rental housing; and

WHEREAS, the City selected the consulting firm Economic and Planning Systems (EPS) through a competitive process to assist with preparing a nexus study to evaluate the Non-Residential Development Affordable Housing Impact Fee, also known as the "Commercial Linkage Fee"; and

WHEREAS, EPS prepared the Commercial Linkage Fee Nexus Study, attached as **Exhibit A**, to evaluate the nexus for collecting Non-Residential Affordable Housing Impact Fees; and

WHEREAS, on August 15, 2023, and September 19, 2023, the City Council received a report on the City's Inclusionary Zoning Regulations, Affordable Housing In-Lieu Fee, and Non-Residential Development Affordable Housing Impact Fee and directed Staff to prepare amendments to these programs; and

WHEREAS, pursuant to California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15061(b)(3) and Section 15378 (b)(4), revising Affordable Housing In-Lieu Fees is not a project and, therefore, is exempt from the requirements of CEQA; and

WHEREAS, on January 9, 2024, the City Council held a public hearing, at which time the City Council directed Staff to bring back additional information and analysis; and

WHEREAS, on March 19, 2024, the City Council held a Study Session to consider additional information and analysis, at which time Staff was given direction to prepare updates and amendments to these programs; and

WHEREAS, a Staff Report, dated June 4, 2024, described and analyzed the proposed changes to the Non-Residential Development Affordable Housing Impact Fee; and

WHEREAS, on June 4, 2024, the City Council held a properly noticed public hearing to consider the Non-Residential Development Affordable Housing Impact Fee, at which time all interested parties had the opportunity to be heard; and

WHEREAS, on June 4, 2024, the City Council did hear and use independent judgment and considered all said reports, recommendations and testimony; and

NOW, THEREFORE, BE IT RESOLVED that in accordance with DMC Section 7.86.020.B, the Dublin City Council hereby sets forth the following:

1. The purpose of the Fee is to implement the goals and objectives of the General Plan Housing Element and the Dublin Municipal Code Inclusionary Zoning Regulations Chapter 8.68; and

2. The Fee collected pursuant to this resolution shall be used to increase and maintain the supply of housing affordable to households of very low-, low-, and moderate-income; and

3. There is a reasonable relationship between the need for affordable housing and the impacts of the types of development for which the corresponding fee is charged in that new non-residential development in the City of Dublin will result in additional persons who work in Dublin and generate or contribute to the need for affordable housing; and

4. There is a reasonable relationship between the use of the Fee and the impacts of non-residential development as such development encourages new residents to move to the City who are not able to afford market rate housing; and

5. There is a reasonable relationship between the amount of the Fee and the cost of the affordable housing or portion thereof attributable to non-residential development in the City of Dublin in that the Fee is calculated based on the number of employees generated by specific land uses, the total amount it will cost to construct the affordable housing and the percentage by which non-residential development within the City of Dublin contributes to the need for the affordable housing; and

6. The cost estimates set forth in the Report are reasonable cost estimates for constructing the affordable housing, and the Fees expected to be generated by future non-residential development will not exceed the projected costs of construction the affordable housing; and

7. The method of allocating the Fee to non-residential development bears a fair and reasonable relationship to, and is roughly proportional to, each development's burden on, and benefit from, the affordable housing to be funded by the Fee, in that the Fee is calculated based on the number of employees each particular non-residential development will generate.

BE IT FURTHER RESOLVED the Dublin City Council adopts the following:

1. <u>Definitions</u>

i. "Affordable Housing" shall mean housing affordable to households of very low-, low-, and moderate-income as defined in Chapter 8.68 of the City of Dublin's Zoning Ordinance.

ii. “Commercial” shall mean a business selling or providing merchandise, entertainment, and personal services to the general public. Examples include grocery stores, drug stores, clothing stores, general merchandise stores, beauty salons, and gas stations. Food and drinking places are also included in this category.

iii. "Development" shall mean the construction, alteration or addition of any building or structure within the City of Dublin.

iv. “Industrial” shall mean employers engaged in business activity with limited direct access from the general public; businesses focused on assembling, distributing, or repairing products; businesses focused on the testing and invention of new materials, products, or processes; and businesses engaged in the transformation of raw materials into consumable products. Examples include auto repair, self-storage facilities, and food/beverage products manufacturing. Additionally, Industrial includes warehousing, and the storage and distribution of goods.

v. “Lodging” shall mean lodging or short-term accommodations for travelers, vacationers, and others in facilities known as hotels, motor hotels, resort hotels, and motels.

vi. "Research & Development/Office" shall mean any facilities devoted almost exclusively to research and development activities. Research & Development land uses include but are not limited to: biotechnology, technology and other products and services research facilities.

2. <u>Non-Residential Development Affordable Housing Impact Fee Imposed</u>

i. A Non-Residential Development Affordable Housing Impact Fee ("Fee") shall be charged and paid for non-residential buildings or structures within the City of Dublin when the building permit is issued for construction of such building or structure.

ii. A Fee shall be charged and paid for non-residential development for any alteration or addition to an existing building or structure if the alteration or addition is greater than 500 square feet and results in the building or structure's combined floor area after the alteration or addition being greater than 20,000 square feet. The Fee shall be charged only against that area of the alteration or addition that is over 20,000 square feet. Square footage shall be calculated as gross floor area, as defined in the Dublin Municipal Code, Chapter 8.08.

iii. Any non-residential use of land which is substantially similar to, but not included in the definitions of “Commercial”, “Industrial", “Lodging”, “Research & Development/Office" or "Retail" shall be allocated by the Community Development Director to one of the four categories, maintaining as much consistency as possible with the definitions of such terms.

iv. In the event that a non-residential use of land is not substantially similar to the definitions of, “Commercial”, “Industrial", “Lodging”, “Research & Development/Office" or "Retail" the Community Development Director may establish a new category and calculate the appropriate fee for such category based upon the assumptions as used in the Report.

3. Amount of Fee

i. The Non-Residential Development Affordable Housing Impact Fee authorized by Municipal Code section 7.86.020 is hereby set as follows:

Land Use	**Fee per square foot**
Commercial	$1.35
Industrial	$0.65
Lodging	$0.57
Research & Development/Office	$1.39

4. Exemptions from Fee

i. Any non-residential building or structure that is 20,000 square feet or less. Square footage shall be calculated as gross floor area, as defined in the Dublin Municipal Code, Chapter 8.08.

ii. Any alteration or addition to a non-residential building or structure, except when the alteration or addition results in an increase of greater than 500 square feet and the building or structure's combined floor area after the alteration or addition is greater than 20,000 square feet. The Fee shall be charged only against that area of the alteration or addition that is over 20,000 square feet. Square footage shall be calculated as gross floor area, as defined in the Dublin Municipal Code, Chapter 8.08.

iii. Any replacement or reconstruction of an existing non-residential building or structure that has been destroyed or demolished, provided that the building permit for new reconstruction is obtained within three (3) years after the building was destroyed or demolished and there is no change in the land use category (i.e., Commercial, Lodging, Research & Development/Office, or Industrial).

iv. Any non-residential building or structure constructed on property on which a building or structure was demolished for which the Fee has been paid within the prior 20-year period, provided the exemption shall be in the amount of the previously-paid Fee only, and the applicant shall pay any additional amount based on the then-current Fee**.** The new development shall not accrue any unused credit or reimbursement rights, in the event that the replacement project results in a lower Fee.

5. Use of Revenue

i. The revenue raised by payment of the Fee shall be placed in the Affordable Housing Fund. Separate and special accounts within the Affordable Housing Fund shall be used to account for such revenues, along with any interest earnings on each account. The revenues (and interest) shall be used for the following purposes:

1. To increase the supply of housing affordable to households of very low-, low- and moderate-income; and

2. To pay for design, engineering, land acquisition and building, and to subsidize and rehabilitate affordable housing and reasonable costs of outside consultant studies related thereto; and

3. To reimburse the City for affordable housing constructed by the City with funds from other sources including funds from other public entities, unless the City funds were obtained from grants or gifts intended by the grantor to be used for affordable housing; and

4. To pay for and/or reimburse costs of program development and ongoing administration of the Fee program.

ii. Fees in these accounts shall be expended only for affordable housing and only for the purpose for which the Fee was collected.

6. Periodic Review

i. During each fiscal year, the City Manager shall prepare a report for the City Council, pursuant to Government Code section 66001(b), determining how there is a reasonable relationship between the amount of the Fee and the cost of affordable housing, or portion of the affordable housing attributable to the development on which the Fee is imposed.

ii. During the fifth fiscal year following the first Fee deposit into the Affordable Housing Fund, and every five years thereafter, the City Manager shall prepare a report for the City Council, pursuant to Government Code section 6600l(d), regarding the disposition of any unexpended portion of the Fund, whether committed or uncommitted.

iii. During each fiscal year, the City Manager shall prepare a report for the City Council, pursuant to Government Code section 66006, identifying the balance of Fees in each account.

7. Automatic Fee Adjustments

i. The Fee shall be adjusted annually on the greater of the percentage change in either: a) the February ENR Building Cost Index for the San Francisco Bay Area; b) the February Bay Area Consumer Price Index for All Urban Consumers (CPI-U) ; or c) the United States Department of Housing and

Urban Development (HUD) Fair Market Rent limits for the Oakland Primary Metropolitan Statistical Area that are in effect in February of each year.

8. Administrative Guidelines

The City Council may, by resolution, adopt administrative guidelines to provide procedures for calculation and other administrative aspects of the Fee.

9. Effective Date

This resolution shall become effective 60 days after City Council adoption and applied to applicable building permits issued on or after that date.

10. Severability

The Fee and all portions of this resolution are severable. Should the Fee or other provision of this resolution be adjudged to be invalid and unenforceable, the remaining provisions shall be and continue to be fully effective, and the Fee shall be fully effective except as to that judged to be invalid.

BE IT FURTHER RESOLVED that this Resolution shall supersede and replace Resolution 70-05.

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

5564422.2

Report

Commercial Linkage Fee Nexus Study

The Economics of Land Use

Prepared for:
City of Dublin

Prepared by:
Economic & Planning Systems, Inc.

October 27, 2023

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1. INTRODUCTION AND EXECUTIVE SUMMARY

Background

The City of Dublin is exploring various tools to advance the City's affordable housing objectives, including a review of the City's commercial linkage fee program. The City's commercial linkage fee program was adopted in 2001 and last updated in 2005. Fees are adjusted each year according to the Consumer Price Index (CPI) for the San Francisco area. Other than these annual adjustments, the commercial linkage fee program has not been reevaluated since 2005.

A commercial linkage fee, also known as a jobs-housing linkage fee, is a type of development impact fee charged to developers of new, nonresidential properties to help support affordable housing for lower-wage workers. The conceptual underpinning of the fee is that new nonresidential development creates new jobs, and some of these jobs will pay wages below what is required for a worker to afford a market-rate housing unit in the City. If the cost to construct new housing units is higher than can be supported by the rents or home prices that workers can afford to pay, the difference is considered an "affordability gap." The nexus (or reasonable relationship) established between the projected number of lower-wage jobs created by new development, and the subsidy needed to fund this "affordability gap" and support the creation and maintenance of units that are affordable to workers in these jobs is the basis for the fee.

Economic & Planning Systems (EPS) was retained to update the nexus analysis based on current economic and market factors. EPS has completed the required nexus analysis that quantifies the relationship between the growth in several nonresidential land uses (Commercial, Office/R&D, Lodging, and Industrial) and the demand for and cost of affordable housing for the local workforce.

Assessing an impact fee, such as a linkage fee, based on an established nexus is allowed pursuant to the State of California's Mitigation Fee Act (California Government Code sections 66000 et seq.). As a development impact fee, this linkage fee can only be charged to new development and must be based on the impact of new development on the need for resources to subsidize the development of new affordable housing. Fee revenue may be collected by the City and used to subsidize the production or preservation of affordable units for lower-income households. Expenditures may include, but are not limited to, direct contributions to affordable housing developers, land acquisition, and funding local match requirements to leverage other funding opportunities. This is consistent with how the City has been using fee revenue collected since the fee's adoption.

Regional Context

Commercial linkage fees are common across the state but most common in high-demand, high-value jurisdictions with strong nonresidential development trends. Fees are often set well below the nexus-based maximums and typically range from $1 to $10 (or as high as $40 per square foot of office development in some Bay Area Peninsula jurisdictions). **Appendix A** exhibits examples of commercial linkage fees in other cities by land use category.

Summary of Maximum Nexus-Based Fees

Table 1 summarizes the maximum justifiable linkage fee by commercial land use category. The methodology used to establish the maximum justifiable fees is described in the subsequent chapters of this report. Please note that these maximum fees are supported by the nexus analysis but likely exceed levels that could feasibly be borne by new commercial developments. The City has the opportunity to adopt fees up to these maximum levels but will want to consider other economic development and fiscal revenue factors. The "adjusted maximum" fees identified on **Table 1** reflect one rationale for adjusting the maximum fees downward, by discounting the maximum fees to reflect that 9.4 percent of people who work in Dublin also reside in Dublin, but still likely exceed feasible fee levels.[1]

Table 1 Summary of Maximum Allowable Linkage Fees

Employment Category	Maximum Fee *per sq. ft.*	Adjusted Maximum [1] per sq. ft.
Commercial	$380	$344
Lodging	$62	$57
Office/R&D	$202	$183
Industrial	$127	$115

[1] Adjusted to avoid potential double-counting of the 9.4% of people who work in Dublin and also live in Dublin (as of 2020 LEHD data).

Source: Economic & Planning Systems, Inc.

Primary Sources

To estimate the fee, EPS relied on numerous sources of data, including the following:

- JobsEQ, which is a software tool that compiles industry and wage occupation data for 2022 from a variety of sources, including U.S. Census Bureau, Bureau of Labor Statistics, Bureau of Economic Analysis, National Center of Education Statistics, and others.
- State Department of Housing and Community Development (HCD) annual income limits for Alameda County, 2023 (see **Table 2**)
- U.S. Census Bureau American Community Survey (ACS) 5-Year Estimates (2017-2021)

[1] As a separate deliverable to support City Council consideration of appropriate commercial linkage fee levels, EPS is providing fee level recommendations.

Table 2 Alameda County Income Category Definitions (2023)

Income Group	Standard Definition	Number of Persons in Household							
		1	2	3	4	5	6	7	8
Acutely Low	≤15% AMI	$15,550	$17,750	$20,000	$22,200	$24,000	$25,750	$27,500	$29,300
Extremely Low	>15% to ≤30% AMI	$31,050	$35,500	$39,950	$44,350	$47,900	$51,450	$55,000	$58,550
Very Low	>30% to ≤50% AMI	$51,800	$59,200	$66,600	$73,950	$79,900	$85,800	$91,700	$97,650
Low	>50% to ≤80% AMI	$78,550	$89,750	$100,950	$113,150	$121,150	$130,100	$139,100	$148,050
Median	100% AMI	$103,550	$118,300	$133,100	$147,900	$159,750	$171,550	$183,400	$195,250
Moderate	>80% AMI to ≤120% AMI	$124,250	$142,000	$159,750	$177,500	$191,700	$205,900	$220,100	$234,300

Source: California Department of Housing and Community Development, 2023

In addition, EPS sought input from City of Dublin staff regarding affordability levels and recently developed affordable housing projects. Data from recent Dublin developments and land transactions were combined with information collected from various market-rate and affordable housing developers to estimate appropriate development cost assumptions for use in Dublin. These and other data sources are identified on the tables provided throughout this report.

Organization of Report

Following this **Introduction and Executive Summary**, this study includes the following chapters:

- **Chapter 2** summarizes the required nexus findings of the Study.
- **Chapter 3** describes the methodology used to calculate the fee.

2. REQUIRED NEXUS FINDINGS FOR FEE PROGRAM

The following section confirms that this Nexus Study contains the findings required under the Mitigation Fee Act for the establishment of a development impact fee.

Background

The City of Dublin (City) first adopted a commercial linkage fee for affordable housing in 2001, and it was last updated in 2005. The City is in the process of addressing a number of changes in local housing supply, regional housing needs, and broader economic and housing trends. The Two-Year Strategic Plan established an objective to prepare a Nexus Study to review the commercial linkage fee program. Therefore, the City retained EPS to explore the feasibility of an affordable housing impact fee for new commercial (i.e., nonresidential) development.

Authority

This study serves as the basis for requiring development impact fees under AB 1600 legislation, as codified by the Mitigation Fee Act (California Government Code sections 66000 *et seq*.). This section of the Mitigation Fee Act sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that a reasonable relationship, or nexus, must exist between a governmental exaction and the purpose of the condition.

In 1991, the Ninth Circuit U.S. Court of Appeals upheld the City of Sacramento's nonresidential linkage fee.[2] In that case, the court found that the City of Sacramento's fee program "substantially advanced a legitimate interest." EPS is using a similar methodology to the nexus study reviewed in that case to develop the City of Dublin's fee program.

Required Nexus Findings

The Mitigation Fee Act clearly identifies the required nexus findings.

Required Nexus Findings

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the demand for the affordable housing and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of the public benefit attributable to the development on which the fee is imposed.

[2] *Commercial Builders of Northern California v. City of Sacramento,* 941 F2d 872 (1991).

Purpose of Fee

The fee program established through this Nexus Study will fund the development and preservation of affordable housing in the City to serve lower-wage workers employed by new nonresidential development.

Use of Fee

The fee will be collected by the City. The funds are used to assist with the production and/or rehabilitation and preservation of affordable housing units and/or the acquisition of land in the City. The fee may also fund the studies and administration to support the fee program.

Relationship between Use of Fee and Type of Development

New commercial development in the City will generate new jobs. Some portion of the workers in those jobs will not earn wages high enough to afford rent prices necessary to support new residential development without subsidy. The linkage fee will be used to help fund this subsidy, resulting in the development of residential units affordable to the local workforce.

Relationship between Demand for Affordable Housing and Type of Project

The City and EPS have identified four non-residential land use categories for which a separate fee has been calculated. The proportion of lower wage workers and the number of square feet per employee for each employment category has been assessed to ensure a proper nexus is established.

Relationship between Amount of Fee and Cost of Public Benefit Attributed to New Development

EPS estimated the difference between the cost of developing new rental housing and the value of the new rental units based on rents affordable to workers at wages typical of businesses in different commercial land uses. The affordable rents yielded unit values below the cost of construction, indicating an "affordability gap." To estimate the fee for each non-residential land use, this gap was multiplied by the anticipated number of lower wage workers generated by the new development projects and the number of households of various income categories those workers are likely to form.

Assembly Bill 602 Provisions

AB 602 passed in the California Assembly in 2021 and was signed by the Governor. The legislation adds some new requirements for impact fees in addition to those required under AB 1600. While much of the intent of AB 602 was to clarify and limit impact fees applied to residential development, certain aspects of AB 602 may also apply to nonresidential development.

Existing Level of Service

Under Government Code 66016.5, AB 602 requires that an impact fee nexus study "identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate."

The City of Dublin currently has 1,443 affordable housing units for an employment base of 37,116 workers.[3] This represents a ratio of 0.039 assisted affordable units per worker. The "adjusted maximum" linkage fee levels identified herein would allow the City to subsidize a similar or greater number of affordable units per worker – 0.5 per Commercial worker, 0.5 per Office/R&D worker, 0.2 per Lodging worker, and 0.4 per Industrial worker.[4] These higher proportions, except in the case of Lodging, may be appropriate given the shortfall of such affordable units in the City, region, and state, and the demonstrated impacts of new commercial development on the City's need for affordable housing.

As an example of public policy reflecting that shortfall, the State's Regional Housing Needs Allocation (RHNA) process has indicated that Dublin should aim to produce 3,719 total housing units between 2023 and 2031, including 2,270 units priced at moderate or lower incomes, and this target would represent a significant increase in the pace of both targeted and actual affordable housing production in recent years.

Collection of Fees at Previous Levels

Under Government Code 66016.5, AB 602 requires that "if a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee." The City of Dublin wishes to use the commercial linkage fee program to generate revenue to increase the amount of deed-restricted affordable housing in the City as new workers are added to the local employment base.

According to the 2022 Annual Progress Report staff report, from 2015 to 2022, the City has collected $724,111 in commercial linkage fees:

- 2015: $45,830
- 2016: $3,462
- 2017: $359,928
- 2018: $11,879
- 2019: $191,697
- 2020: $0
- 2021: $71,568
- 2022: $39,847

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[3] Assisted rental unit count is from the City of Dublin Community Development department as of December 2022. The employment base is from the US Census Bureau, ACS, Five-Year Estimates, 2021.

[4] Proportions are calculated as the number of affordable units that could be subsidized by the maximum fee on a 100,000 square foot space, discounted by 9.4 percent of that figure given commute patterns to reflect the "adjusted maximum" (as shown on **Tables 8-11**) and then divided by the total number of employees that would work in a given building type (as shown on **Table 6**).

Capital Improvement Plan

Under Government Code 66016.5, AB 602 requires that "large jurisdictions shall adopt a capital improvement plan as a part of the nexus study." Under Government Code 66002, "any local agency which levies a fee subject to Section 66001 may adopt a capital improvement plan, which shall indicate the approximate location, size, time of availability, and estimates of cost for all facilities or improvements to be financed with the fees." Capital improvement plans typically include specific infrastructure projects and public facilities rather than affordable housing developments, and affordable housing is not listed in the statute as the type of "facility" or "improvement" for which a capital improvement plan must be adopted. However, the City has expressed its intent to support the permitting and construction of affordable housing units as specified in the State's RHNA process, including 2,270 moderate and lower income units. These units may be located in various areas within the City's boundaries, may range from single units to larger complexes of 100 or more units, and are intended to be permitted and/or developed by 2031. This nexus study estimates the costs to develop such units, less their value as income-restricted units, which represents the housing production subsidies to be financed with the collected linkage fees.

3. METHODOLOGY AND FEE CALCULATION

Land Use Categories

The current fee program has five land use categories: Retail, Services & Accommodation (Lodging), Office, Research & Development (R&D), and Industrial. The City decided that the land use categories should more closely match the categories of the City's other non-residential impact fees. These changes are intended to make the fee structure more transparent and to ease administration.

For this update, the City asked EPS to evaluate four distinct land use categories. Office and R&D land use categories were combined to reflect recent R&D developments that have similar land use patterns and employment densities to office development and to acknowledge that wages of R&D workers are more like the wages of office/professional workers than typical industrial workers. While EPS explored combining Lodging with other Commercial land uses, Lodging was ultimately maintained as a separate category due to distinct employment densities observed in proposed hotel projects in Dublin (detailed in **Appendix Table C-1**).

While most land use categories are discretely associated with a particular type of building, others may be interchangeable as tenants may shift between building types (e.g., businesses located in industrial space moving to Office/R&D space). The commercial land uses analyzed in this study are presented in **Table 3**, along with a description of the types of businesses that often locate in each category. In general, each land use category is intended to be associated with a particular type of building or land use, to which the fees can be applied. This analysis bases its employment projections on NAICS codes associated with the most typical tenants for each land use category.

Table 3 Land Use Category Descriptions

Land Use Category	Description and Examples	NAICS Sectors
Commercial	Businesses selling or providing merchandise, entertainment, and personal services to the general public. Examples include grocery stores, drug stores, clothing stores, general merchandise stores, beauty salons, and gas stations. Food and drinking places are also included in this category.	44 and 45 - Retail Trade 532 - Rental and Leasing Services 722 - Food Services and Drinking Places 812 - Personal and Laundry Services
Lodging	Lodging or short-term accommodations for travelers, vacationers, and others in facilities known as hotels, motor hotels, resort hotels, and motels. Does not include short-term	721000 - Accommodation.
Office/R&D	Employers engaged in business activity with limited direct access from the general public; businesses focused on professional, financial, scientific, and technical services. Examples include finance, insurance, real estate, law, engineering, medical offices, and science and technology.	51 - Information 52 - Finance and Insurance 53 - Real Estate and Rental and Leasing (excluding 532000 -Rental and Leasing Services) 54 - Professional, Scientific, and Technical Services 5417 - Scientific R&D Services 55 - Management of Companies and Enterprises 561 - Admin. and Support Services 6211 - Offices of Physicians 6212 - Offices of Dentists 6213 - Offices of Other Health Practitioners 6214 - Outpatient Care Centers 6215 - Medical and Diagonostic Laboratories
Industrial	Employers engaged in business activity with limited direct access from the general public; businesses focused on assembling, distributing, or repairing products; businesses focused on the testing and invention of new materials, products, or processes; and businesses engaged in the transformation of raw materials into consumable products. Examples include auto repair, self-storage facilities, and food/beverage products manufacturing. Additionally includes warehousing, and the storage and distribution of goods.	22 - Utilities 23 - Construction 31 - Manufacturing 42 - Wholesale Trade 484 - Truck Transportation 493 - Warehousing & Storage 811 - Repair and Maintenance

Sources: City of Dublin; Economic & Planning Systems, Inc.

Estimates of New Worker Households

The following section details the methodology for estimating the distribution of household income levels for new worker households in the City, and the number of these households that will be generated by new development in each commercial land use category.

Occupational Category and Wage Distribution

The first step in determining the number of new worker households requiring affordable residential units is to associate each land use type with occupational categories and the wage distribution within those categories. This estimate included the following analytical steps:

- EPS used JobsEQ to calculate the proportion of occupations likely to be represented under each land use category in the San Francisco-Oakland-Berkeley Core-Based Statistical Area (CBSA), which includes Dublin.[5] For example, EPS evaluated the occupation categories within the lodging industry to determine the proportional distribution of occupations for the land use category "Lodging." Using JobsEQ, the North American Industry Classification System (NAICS) sector 721000 ("Accommodation") for San Francisco-Oakland-Berkeley MSA shows that 9.36 percent of the jobs in the Lodging industry nationwide are filled by managers, while 32.80 percent are in the category of buildings and grounds cleaning and maintenance (see **Table B-3**). The occupational distribution for all designated employment categories is provided in **Appendix B**. In addition to the distribution by occupation, JobsEQ provided the average wage for each occupation in each land use category.

- The wages for each occupation were multiplied by 1.70, the average number of workers per working household in the City.[6] While certainly there will be some variation in wages per employee within a household, in the absence of more specific data, this analysis assumes comparable levels of education and training and thus hourly earnings among all workers in a household.[7]

- Each occupation is placed into its income category and the distribution is calculated based on JobsEQ's reported percent of each industry's jobs that is in the income category. This sorting uses HCD's income classifications for a 3-person household because there are 3.29 people per working household in the City of Dublin. For consistency, the affordability gap calculation uses a 2-bedroom multi-family unit, which assumes three occupants.

Table 4 presents an example of how household income is calculated for each occupational category and the corresponding income category for that household.

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[5] The San Francisco-Oakland-Berkeley Core-Based Statistical Area (CBSA) includes Alameda County, Contra Costa County, Marin County, San Francisco County, and San Mateo County.

[6] From the Census Bureau's American Community Survey.

[7] This assumption is consistent with "Assortative Mating" theory. See National Bureau of Economic Research, "Marry Your Like: Assortative Mating and Income Inequality."

Table 4 Illustration of Employees' Household Income Calculation

Item	Source	Example
Employment Category	City of Dublin and EPS	Lodging
Industry	JobsEQ	Accommodation (NAICS Code 721000)
Occupation Category	JobsEQ	Buildings and Grounds Cleaning and Maintenance
Median Wage for the San Francisco-Oakland-Berkeley MSA for Occupation within Industry	JobsEQ	$46,100
Workers per Household	American Community Survey 5-Year Estimates 2021	1.70
Median Income per Household	Workers per HH Multiplied by Med. Annual Wage	$78,370
Income Category for 3-person Household	California Housing and Community Development (HCD)	Low

Sources: City of Dublin; California Housing and Community Development (HCD); JobsEQ, 2022; U.S. Census American Community Survey 5-Year Estimates 2021; Economic & Planning Systems, Inc.

Distribution of Workers by Land Use Type

After identifying income ranges for each occupation category, EPS summed the percentages of the households in each income bracket across all occupations represented in the land use categories. These estimates of the proportion of worker households in each income brackets by land use category are presented in **Table 5**.

As illustrated, only Lodging is expected to generate a very small number of households at the very low-income levels. Commercial, Lodging, and Industrial are expected to generate significant numbers of households at the low-income level, while jobs in the Office/R&D uses are expected to yield more households with incomes at or above moderate-income levels. See **Appendix B** for details regarding the distribution of occupations and wages within each land use type.

Employment Densities

Different land use categories operate with varying levels of employment densities. A 100,000 square foot industrial development, for example, typically has fewer employees than an office building of the same size. The number of building square feet anticipated for an employee is termed the "employment density" of each land use category.

Based on input from City staff, independent research, and experience with other comparable cities, EPS estimated the employment density for each of the land use categories (detailed in **Appendix Table C-1**). Using these employment density assumptions, EPS estimated the number of employees that would occupy a prototype 100,000-square foot building for each land use category, as shown in **Table 6**.

Household Formation

After calculating the estimated number of new employees generated for each land use category, EPS estimated the number of households represented by these new employees, detailed in **Table 6**. To calculate new households, EPS first adjusted the number of workers expected to form new households, accounting for those workers who are typically too young (aged 16 to 19) to form their own households.[8] The resulting adjusted estimate of new workers was divided by 1.70, which represents the average number of workers per households in Dublin.[9]

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[8] Data from the Bureau of Labor Statistics indicate this age cohort represents about 2.0 percent of the overall workforce. This proportion was applied to all industries except Commercial, which represents retail and food service industries, where the younger worker cohort represent 7.7 percent of the overall industry employment.

[9] Based on the Census Bureau's American Community Survey 2017-2021 data regarding the number of Dublin residents who are defined as "workers" in households that have workers.

Table 5 Income Distribution of Worker Households by Employment Category

Employment Category[1]	Income Level			
	Very Low 50% AMI	**Low** 80% AMI	**Moderate** 120% AMI	**Above Moderate** >120% AMI
Commercial	0.0%	90.5%	3.5%	6.0%
Lodging	0.5%	87.1%	3.0%	9.4%
Office/R&D	0.0%	26.3%	14.0%	59.7%
Industrial	0.0%	43.4%	36.2%	20.4%

[1] Designation of household income assumes a 3-person household and 1.7 w orkers per household, based on American Community Survey data.

Sources: JobsEQ, 2022; California Housing and Community Development (HCD); Economic & Planning Systems, Inc.

Table 6 Household Generation Rates by Employment Category

Employment Category	Sq.Ft. per Worker[1]	Total Workers per 100k Sq.Ft.	% of Workers Forming Households[2]	Total Households per 100k Sq. Ft.[3, 4]	Households by Income Level[5]				Total Households per 100k Sq. Ft.[3, 4]
					Very Low 50% AMI	Low 80% AMI	Moderate 120% AMI	Above Moderate >120% AMI	
Commercial	472	212	92.3%	115	0	104	4	7	115
Lodging	3,000	33	98.0%	19	0	17	1	2	20
Office/R&D	307	326	98.0%	188	0	49	26	112	187
Industrial	862	116	98.0%	67	0	29	24	14	67

[1] See **Appendix Table A-1** for sources on employment densities in different land uses.
[2] U.S. Bureau of Labor Statistics data indicates that 7.7% of retail/restaurant workers are aged 16-19, but an average of only 2% of workers in other industries fall into that age cohort. EPS has assumed that workers aged 16-19 do not form their own households.
[3] Assumes 1.70 workers per household based on Census data; rounded.
[4] This maximum nexus-based fee calculation assumes that Dublin fees account for all worker households generated by new employers in City of Dublin, though some workers and their households may choose to reside outside of Dublin. Total number of households may not match sum of households by income level due to rounding.
[5] Figures are rounded to nearest whole number.

Sources: U.S. Census American Community Survey 5-Year Estimates 2021; JobsEQ, 2022; California Housing and Community Development (HCD); Economic & Planning Systems, Inc.

Housing Development Costs and Affordability Gap

To calculate the maximum justifiable fee for each land use category, EPS estimated the "affordability gap" related to developing residential units affordable to very-low, low, and moderate-income households. The average household size in Dublin is 3.03 people per household according to 2021 Five-Year Estimates from the American Community Survey (ACS), but the average number of people, per *working* household (households with earnings – not including retired households, etc.) is 3.29. Thus, this analysis estimates the costs of providing affordable housing for a three-person household, to represent the average size of working households (rounded). California State law (California Health and Safety Code Section 50052.5) assumes that a three-person household would occupy a two-bedroom unit, and this assumption is used in this analysis.

The assumed prototype reflects multifamily construction at 85 dwelling units to the acre with podium parking, reflecting the highest allowable residential density in the Dublin Downtown Specific Plan Area, and consistent with City staff representations of the general type of multifamily projects being built in Dublin. This building prototype is relatively cost-effective to construct, as it makes efficient use of land and does not involve overly expensive construction materials or techniques. Based on comparable recent projects in the vicinity of Dublin, EPS assumes that the typical gross square footage of a two-bedroom rental unit in Dublin will be approximately 1,000 square feet.

Development Cost Assumptions

Affordable housing development costs include land costs, direct costs (e.g., labor and materials), and indirect or "soft" costs (e.g., architecture, entitlement, marketing, etc.). Data from recent land transactions in and around Dublin have been combined with EPS's information from various market-rate and affordable housing developers in the surrounding region to estimate appropriate development cost assumptions for use in Dublin. A developer fee is also estimated and represents the compensation to the developer for their efforts, investment, and risk. These assumptions are shown on **Table 7** and indicate that the total cost per unit for rental apartments is about $692,000. By necessity, this figure represents a "prototypical" project; the actual costs for a given project will vary by location and project design characteristics.

Revenue Assumptions

Assumptions must be made regarding the applicable income level (very-low, low, and moderate) and the percentage of household income spent on housing costs to calculate the values of the affordable units. In addition, translating these assumptions into unit prices and values requires estimates of operating expenses and capitalization rates. The following assumptions were used in these calculations:

- *Income Levels*—This analysis estimates the subsidy required to produce units for households falling into the very low, low, and moderate-income categories for a three-person household. While these categories are generally defined as a percentage of area median income (AMI) by HCD. In Alameda County, the dollar amount thresholds for each category are in line with

the percentage thresholds.[10] EPS has assumed the maximum income level allowable for the Very Low category but has defined Low as "Lower" at 60 percent AMI and Moderate at 110 percent AMI, consistent with State Density Bonus guidelines. This assumption is conservative in that it does not assume households earn at the very top of the income range.

- *Percentage of Gross Household Income Available for Housing Costs*— HCD standards on overpaying for rent indicate that households should pay no more than 30 percent of their gross income on housing cost.[11] For this analysis, EPS has assumed that all households shall spend 30 percent of their gross income on housing costs, including the cost of utilities stated by the Alameda County utility allowance schedule.
- *Operating Costs for Rental Units*—This analysis assumes that apartment operators incur annual operating costs of $7,500 per unit for below market rate housing for units affordable for those falling into the very low and low-income categories. EPS has assumed the units for moderate-income households would have similar operating costs but would be built by for-profit builders and thus also subject to property taxes, increasing their annual operating cost to $10,000 per unit.

Affordability Gap Results

Table 7 shows the costs and values for developing rental apartments in the City for households at various income levels. Across all categories, the cost of constructing the unit is higher than the supportable value of the unit. This is considered the "affordability gap," and serves as the basis for calculating the subsidies required to provide housing for the lower-wage worker households generated by new nonresidential development. The results of the analysis illustrate that rents affordable to households earning moderate incomes and below cannot support the costs of new construction without subsidy.

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[10] See HCD State Income Limits 2023 for Alameda County, https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/income-limits-2023.pdf

[11] See HCD standards for Overpayment and Overcrowding, Building Blocks: Housing Needs - Overpayment and Overcrowding (ca.gov)

Table 7 Affordability Gap Analysis – Rental Product Type

Item	Multifamily Rental Apartments with Podium-style, Above-grade, Structured Parking			
	Very Low Income 50% AMI	**Lower Income [1]** 60% AMI	**Low Income** 80% AMI	**Moderate Income [2]** 110% AMI
Development Program Assumptions				
Density/Acre [3]	85	85	85	85
Gross Unit Size	1,000	1,000	1,000	1,000
Number of Bedrooms	2	2	2	2
Occupants per 2-bedroom Unit [4]	3	3	3	3
Parking Spaces/Unit [5]	0.75	0.75	0.75	0.75
Project Development Cost Assumptions (per acre)				
Land Acquisition and Site Improvement [6]	$9,350,000	$9,350,000	$9,350,000	$9,350,000
Direct Development Costs [7]	$33,787,500	$33,787,500	$33,787,500	$33,787,500
Indirect Development Costs [8]	$8,446,875	$8,446,875	$8,446,875	$8,446,875
Developer Fee	$7,221,813	$7,221,813	$7,221,813	$7,221,813
Total Development Costs	$58,806,188	$58,806,188	$58,806,188	$58,806,188
per Unit Development Costs	**$691,838**	**$691,838**	**$691,838**	**$691,838**
Maximum Supported Home Price				
Household Income [9]	$66,600	$79,860	$93,170	$146,410
Income Available for Housing Costs/Year [10]	$16,014	$19,992	$23,985	$39,957
(less) Operating Expenses per Unit/Year [11]	($7,500)	($7,500)	($7,500)	($10,000)
Net Operating Income	$8,514	$12,492	$16,485	$29,957
Capitalization Rate [12]	5.0%	5.0%	5.0%	5.0%
Total Supportable Unit Value [13]	**$170,280**	**$249,840**	**$329,700**	**$599,140**
Affordability Gap	**$521,558**	**$441,998**	**$362,138**	**$92,698**

[1] Assuming the State Density Bonus is used, the rents for Lower-income households will need to be affordable to households with earnings of not greater than 60% AMI.
[2] A stand-alone Moderate-income rental project would not qualify for the State Density Bonus, but as part of a 100% affordable project that includes Lower-income units, moderate-income rental units are allowed. The rents for Moderate-income households are assumed to be affordable to households with earnings of not greater than 110%.
[3] Reflects highest allowable densities in Dublin's Downtown Specific Plan area (85 dwelling units per acre)
[4] Consistent with guidance in State law (Health and Safety Code Section 50052.5), a 2-bedroom unit should be assumed to be occupied by a 3-person household.
[5] Typical parking requirement in high-density residential zone is 1.5 spaces per unit plus guest parking. This analysis assumes state density bonus parking concession is used to improve development economics.
[6] Includes land acquisition, site preparation costs, entitlement consultants, and fees/permits. Land acquisition value reflects a weighted average, based on vacant, residentially-zoned land transactions in Tri-Valley during the past four years, as reported by CoStar. Estimate aligns with figures provided by local developers but can vary widely.
[7] Includes on-site work, offsite work, vertical construction, general requirements, overhead and builder fees. The cost estimate reflects wood-frame construction. Assumes workers are paid prevailing wage.
[8] Includes costs for architecture and engineering; project management; appraisal and market study; marketing, commissions, and general administration; financing and charges; insurance; and contingency.
[9] Incomes are based on 2023 HCD Income Limits for three-person households in Alameda County and revised to reflect State Density Bonus Law affordability requirements.
[10] Assumes that no more than 30% of a household's income should be spent on housing-related costs for housing to be considered affordable, subtracting cost of utilities for 3-person household based on the Alameda County Housing Authority.
[11] Operating expenses are generally based on EPS feasibility studies in the region and are inclusive of utility costs; lower-income units (at or below 80% of AMI) are assumed to be built as non-profit and are, therefore, exempt from property taxes. Property taxes are assumed to comprise a share of the operating expenses for the moderate-income category.
[12] The capitalization rate is used to determine the current value of a property based on estimated future operating income, and is typically a measure of estimated operating risk.
[13] The total supportable unit value is determined by dividing the net operating income by the capitalization rate.

Sources: City of Dublin; Alameda County Housing Authority; California Housing and Community Development (HCD); CoStar; Economic & Planning Systems, Inc.

Fee Calculation

Table 8 through **Table 11** provide the maximum nonresidential housing fee calculations for each of the three land use categories.

The fee is calculated by the following steps:

1. Estimate the number of new households by income category generated by a prototype 100,000-square foot building in the land use category.

2. Multiply the number of households generated by the per-unit affordability gap (as calculated in **Table 7**) to determine the level of subsidy required to provide housing in Dublin for all new worker households.

3. Divide the total affordability gap by 100,000 square feet (the size of the prototype building) to determine a maximum fee per building square foot.

The "Maximum Fee per Square Foot" calculated in the following tables represents the maximum justifiable linkage fee that the City can charge for each land use category based on the required nexus findings. The City may, however, decide to adopt fees below the maximum justifiable levels based on economic or policy considerations. For example, EPS has calculated an "Adjusted Maximum" fee reflecting the idea that not every employee of newly developed workplaces will in fact reside in Dublin. According to the most recently available data from the US Census Bureau's Longitudinal Employer-Household Dynamics program, only 9.4 percent of people who work in Dublin also live in Dublin. EPS has applied that proportion to the "Maximum Fee" to calculate an "Adjusted Maximum" for each land use category. To be clear, however, this type of adjustment is not legally required, but does yield a lower fee.

Table 8 Fee Calculation – Commercial

Item	Worker Households per 100k sq. ft.	Affordability Gap per household	Total Gap
Table References:	*Table 6*	*Table 7*	
Aggregate Financing Gap per 100K Sq. Ft			
Affordability Level			
Very Low Income	0	$521,558	$0
Low Income	104	$362,138	$37,662,300
Moderate	4	$92,698	$370,790
Total	**108**		**$38,033,090**
Fee Calculation		*formula*	
Total Financing Gap		*a*	$38,033,090
Total Building Sq. Ft.		*b*	100,000
Maximum Fee per Sq. Ft.		*c = a / b*	**$380.33**
Adjustment for % of Workers Living in Dublin [1]			9.4%
Adjusted Fee per Sq. Ft.			**$344.44**

[1] The US Census Bureau indicates that 9.4% of people working in Dublin also lived in Dublin in 2020 (most recent data available).

Sources: US Census Bureau "On The Map"; Economic & Planning Systems, Inc.

Table 9 Fee Calculation – Lodging

Item	Worker Households per 100k sq. ft.	Affordability Gap per household	Total Gap
Table References:	*Table 6*	*Table 7*	
Aggregate Financing Gap per 100K Sq. Ft			
Affordability Level			
Very Low Income	0	$521,558	$0
Low Income	17	$362,138	$6,156,338
Moderate	1	$92,698	$92,698
Total	**18**		**$6,249,035**
Fee Calculation		*formula*	
Total Financing Gap		*a*	$6,249,035
Total Building Sq. Ft.[1]		*b*	100,000
Maximum Fee per Sq. Ft.		*c = a / b*	**$62.49**
Adjustment for % of Workers Living in Dublin [1]			9.4%
Adjusted Fee per Sq. Ft.			**$56.59**

[1] The US Census Bureau indicates that 9.4% of people working in Dublin also lived in Dublin in 2020 (most recent data available).

Sources: US Census Bureau "On The Map"; Economic & Planning Systems, Inc.

Table 10 Fee Calculation – Office/R&D

Item	Worker Households per 100k sq. ft.	Affordability Gap per household	Total Gap
Table References:	*Table 6*	*Table 7*	
Aggregate Financing Gap per 100K Sq. Ft			
Affordability Level			
Very Low Income	0	$521,558	$0
Low Income	49	$362,138	$17,744,738
Moderate	26	$92,698	$2,410,135
Total	**75**		**$20,154,873**
Fee Calculation		*formula*	
Total Financing Gap		*a*	$20,154,873
Total Building Sq. Ft.		*b*	100,000
Maximum Fee per Sq. Ft.		***c = a / b***	**$201.55**
Adjustment for % of Workers Living in Dublin [1]			9.4%
Adjusted Fee per Sq. Ft.			**$182.53**

[1] The US Census Bureau indicates that 9.4% of people working in Dublin also lived in Dublin in 2020 (most recent data available).

Sources: US Census Bureau "On The Map"; Economic & Planning Systems, Inc.

Table 11 Fee Calculation – Industrial

Item	Worker Households per 100k sq. ft.	Affordability Gap per household	Total Gap
Table References:	*Table 6*	*Table 7*	
Aggregate Financing Gap per 100K Sq. Ft			
Affordability Level			
Very Low Income	0	$521,558	$0
Low Income	29	$362,138	$10,501,988
Moderate	24	$92,698	$2,224,740
Total	**53**		**$12,726,728**
Fee Calculation		*formula*	
Total Financing Gap		*a*	$12,726,728
Total Building Sq. Ft.[1]		*b*	100,000
Maximum Fee per Sq. Ft.		*c = a / b*	**$127.27**
Adjustment for % of Workers Living in Dublin [1]			9.4%
Adjusted Fee per Sq. Ft.			**$115.26**

[1] The US Census Bureau indicates that 9.4% of people working in Dublin also lived in Dublin in 2020 (most recent data available).

Sources: US Census Bureau "On The Map"; Economic & Planning Systems, Inc.

APPENDICES:

Appendix A: Survey of Commercial Linkage Fees in Other Jurisdictions

Appendix B: Occupation Distribution by Employment Category

Appendix C: Assumptions and Sources

APPENDIX A:

Survey of Commercial Linkage Fees in Other Jurisdictions

Table A-1
Survey of Commercial Linkage Fees as of August 2023
City of Dublin Commercial Linkage Fee Study; EPS #231009

	Commercial Linkage Fee per Sq. Ft.			
	Commercial (Retail)	Lodging	Office/R&D	Industrial
Dublin	**$1.35**	**$0.57**	**$1.09-1.68**	**$0.65**
San Ramon	$4.32	$4.32	$4.32	$3.24
Danville	*no commercial linkage fee program*			
Pleasanton	$5.21	$3.59	$8.68	$14.42
Livermore	$2.38	$3.34	$1.53	$0.21-1.52
Fremont	$11.33	$11.33	$11.33	$5.67
Hayward	*no commercial linkage fee program*			
Walnut Creek	$5.00	$5.00	$5.00	$5.00
Concord	*no commercial linkage fee program*			

APPENDIX B:

Occupation Distribution by Employment Category

Table B-1
Occupation and Wage Distribution - Commercial (without Lodging)
City of Dublin Commercial Linkage Fee Study; EPS #231009

Commercial

Occupation Category [1]	San Francisco-Oakland-Berkeley, CA MSA Average Wage	% of Industry Jobs in Occupation Category	HH Income at 1.70 workers/HH	Income Category
Management Occupations	$101,153.66	4.05%	$171,961.22	Above Moderate
Business and Financial Operations Occupations	$79,403.97	1.26%	$134,986.75	Moderate
Computer and Mathematical Occupations	$107,491.80	0.33%	$182,736.05	Above Moderate
Architecture and Engineering Occupations	$107,765.50	0.02%	$183,201.36	Above Moderate
Life, Physical, and Social Science Occupations	$84,624.70	0.01%	$143,861.99	Moderate
Community and Social Service Occupations	$51,467.04	0.04%	$87,493.97	Low
Legal Occupations	$108,695.65	0.02%	$184,782.61	Above Moderate
Educational Instruction and Library Occupations	$56,927.36	0.03%	$96,776.52	Low
Arts, Design, Entertainment, Sports, and Media Occupations	$55,439.53	0.65%	$94,247.19	Low
Healthcare Practitioners and Technical Occupations	$96,029.88	1.62%	$163,250.79	Above Moderate
Healthcare Support Occupations	$56,312.85	0.53%	$95,731.85	Low
Protective Service Occupations	$48,022.99	0.29%	$81,639.08	Low
Food Preparation and Serving Related Occupations	$39,487.58	38.88%	$67,128.89	Low
Building and Grounds Cleaning and Maintenance Occupations	$44,801.74	0.76%	$76,162.96	Low
Personal Care and Service Occupations	$41,373.20	5.12%	$70,334.45	Low
Sales and Related Occupations	$43,598.88	27.03%	$74,118.09	Low
Office and Administrative Support Occupations	$49,440.79	4.89%	$84,049.33	Low
Farming, Fishing, and Forestry Occupations	$42,092.71	0.14%	$71,557.61	Low
Construction and Extraction Occupations	$66,877.97	0.19%	$113,692.54	Moderate
Installation, Maintenance, and Repair Occupations	$59,658.15	2.05%	$101,418.85	Moderate
Production Occupations	$44,744.93	2.20%	$76,066.38	Low
Transportation and Material Moving Occupations	$42,359.83	9.88%	$72,011.71	Low
Total or Weighted Average	**$46,493.40**	**100.00%**	**$79,038.78**	

[1] Includes NAICS Sectors: 44 and 45 - Retail Trade; 532000 - Rental and Leasing Services; 812000 - Personal and Laundry Services; and 722000 - Food Services and Drinking Places.

Sources: JobsEQ, 2021; U.S. Census American Community Survey 5-Year Estimates 2021; Economic & Planning Systems, Inc.

Table B-2
Occupation and Wage Distribution - Lodging
City of Dublin Commercial Linkage Fee Study; EPS #231009

Lodging

Occupation Category [1]	San Francisco-Oakland-Berkeley, CA MSA Average Wage	% of Industry Jobs in Occupation Category	HH Income at 1.70 workers/HH	Income Category
Management Occupations	$108,000.00	9.36%	$183,600.00	Above Moderate
Business and Financial Operations Occupations	$64,800.00	2.42%	$110,160.00	Moderate
Computer and Mathematical Occupations	$78,700.00	0.18%	$133,790.00	Moderate
Architecture and Engineering Occupations	$119,800.00	0.07%	$203,660.00	Above Moderate
Life, Physical, and Social Science Occupations	$70,700.00	0.01%	$120,190.00	Moderate
Community and Social Service Occupations	$65,300.00	0.02%	$111,010.00	Moderate
Legal Occupations	$164,600.00	0.01%	$279,820.00	Above Moderate
Educational Instruction and Library Occupations	$57,700.00	0.08%	$98,090.00	Low
Arts, Design, Entertainment, Sports, and Media Occupations	$71,700.00	0.21%	$121,890.00	Moderate
Healthcare Practitioners and Technical Occupations	$95,100.00	0.01%	$161,670.00	Above Moderate
Healthcare Support Occupations	$35,500.00	0.46%	$60,350.00	Very Low
Protective Service Occupations	$42,800.00	1.87%	$72,760.00	Low
Food Preparation and Serving Related Occupations	$42,000.00	17.00%	$71,400.00	Low
Building and Grounds Cleaning and Maintenance Occupations	$46,100.00	32.80%	$78,370.00	Low
Personal Care and Service Occupations	$41,000.00	3.41%	$69,700.00	Low
Sales and Related Occupations	$49,800.00	2.39%	$84,660.00	Low
Office and Administrative Support Occupations	$42,900.00	20.45%	$72,930.00	Low
Farming, Fishing, and Forestry Occupations	$48,000.00	0.08%	$81,600.00	Low
Construction and Extraction Occupations	$68,500.00	0.21%	$116,450.00	Moderate
Installation, Maintenance, and Repair Occupations	$56,400.00	6.33%	$95,880.00	Low
Production Occupations	$43,200.00	1.94%	$73,440.00	Low
Transportation and Material Moving Occupations	$39,400.00	0.70%	$66,980.00	Low
Total or Weighted Average	**$51,586.65**	**100.00%**	**$87,697.31**	

[1] Includes NAICS Sector: 721 - Accommodation.

Sources: JobsEQ, 2022; U.S. Census American Community Survey 5-Year Estimates 2021; Economic & Planning Systems, Inc.

Table B-3
Occupation and Wage Distribution - Office/R&D
City of Dublin Commercial Linkage Fee Study; EPS #231009

Office/R&D

Occupation Category [1]	San Francisco-Oakland-Berkeley, CA MSA Average Wage	% of Industry Jobs in Occupation Category	HH Income at 1.70 workers/HH	Income Category
Management Occupations	$186,928.04	12.43%	$317,777.67	Above Moderate
Business and Financial Operations Occupations	$112,199.26	14.53%	$190,738.75	Above Moderate
Computer and Mathematical Occupations	$137,383.52	15.98%	$233,551.99	Above Moderate
Architecture and Engineering Occupations	$124,474.22	4.33%	$211,606.18	Above Moderate
Life, Physical, and Social Science Occupations	$113,363.11	4.45%	$192,717.29	Above Moderate
Community and Social Service Occupations	$71,506.82	0.79%	$121,561.59	Moderate
Legal Occupations	$152,823.83	2.25%	$259,800.50	Above Moderate
Educational Instruction and Library Occupations	$73,603.93	0.25%	$125,126.68	Moderate
Arts, Design, Entertainment, Sports, and Media Occupations	$93,142.15	3.84%	$158,341.65	Moderate
Healthcare Practitioners and Technical Occupations	$145,114.86	5.75%	$246,695.26	Above Moderate
Healthcare Support Occupations	$54,417.72	2.49%	$92,510.13	Low
Protective Service Occupations	$48,276.53	2.26%	$82,070.10	Low
Food Preparation and Serving Related Occupations	$40,479.47	0.22%	$68,815.10	Low
Building and Grounds Cleaning and Maintenance Occupations	$46,638.02	3.79%	$79,284.63	Low
Personal Care and Service Occupations	$45,934.07	0.34%	$78,087.93	Low
Sales and Related Occupations	$92,511.49	6.74%	$157,269.53	Moderate
Office and Administrative Support Occupations	$57,904.91	13.84%	$98,438.35	Low
Farming, Fishing, and Forestry Occupations	$51,397.31	0.12%	$87,375.43	Low
Construction and Extraction Occupations	$80,538.98	0.52%	$136,916.27	Moderate
Installation, Maintenance, and Repair Occupations	$69,607.82	1.84%	$118,333.29	Moderate
Production Occupations	$48,922.47	1.30%	$83,168.21	Low
Transportation and Material Moving Occupations	$44,803.83	1.95%	$76,166.51	Low
Total or Weighted Average	**$110,011.04**	**100.00%**	**$187,018.77**	

[1] Includes NAICS Sectors: 51 - Information; 52 - Finance and Insurance; 53 - Real Estate and Rental and Leasing (excluding 532000 -Rental and Leasing Services); 54 - Professional, Scientific, and Technical Services; 55 - Management of Companies and Enterprises; 561 - Admin. and Support Services; 6211 - Offices of Physicians; 6212 - Offices of Dentists; 6213 - Offices of Other Health Practitioners; 6214 - Outpatient Care Centers; and 621500 - Medical and Diagonostic Laboratories.

Sources: JobsEQ, 2021; U.S. Census American Community Survey 5-Year Estimates 2021; Economic & Planning Systems, Inc.

Table B-4
Occupation and Wage Distribution - Industrial
City of Dublin Commercial Linkage Fee Study; EPS #231009

Industrial

Occupation Category [1]	San Francisco-Oakland-Berkeley, CA MSA Average Wage	% of Industry Jobs in Occupation Category	HH Income at 1.70 workers/HH	Income Category
Management Occupations	$158,147.54	8.23%	$268,850.81	Above Moderate
Business and Financial Operations Occupations	$103,392.89	6.03%	$175,767.91	Above Moderate
Computer and Mathematical Occupations	$139,076.43	2.41%	$236,429.93	Above Moderate
Architecture and Engineering Occupations	$112,828.89	3.54%	$191,809.12	Above Moderate
Life, Physical, and Social Science Occupations	$92,162.61	1.05%	$156,676.44	Moderate
Community and Social Service Occupations	$78,359.68	0.00%	$133,211.45	Moderate
Legal Occupations	$199,705.44	0.08%	$339,499.25	Above Moderate
Educational Instruction and Library Occupations	$69,094.23	0.01%	$117,460.18	Moderate
Arts, Design, Entertainment, Sports, and Media Occupations	$72,251.41	0.78%	$122,827.40	Moderate
Healthcare Practitioners and Technical Occupations	$112,353.32	0.15%	$191,000.64	Above Moderate
Healthcare Support Occupations	$59,860.28	0.02%	$101,762.47	Moderate
Protective Service Occupations	$59,228.02	0.11%	$100,687.63	Low
Food Preparation and Serving Related Occupations	$41,556.54	0.42%	$70,646.12	Low
Building and Grounds Cleaning and Maintenance Occupations	$49,462.99	0.57%	$84,087.08	Low
Personal Care and Service Occupations	$47,499.67	0.01%	$80,749.44	Low
Sales and Related Occupations	$84,554.44	6.22%	$143,742.54	Moderate
Office and Administrative Support Occupations	$57,812.72	9.52%	$98,281.63	Low
Farming, Fishing, and Forestry Occupations	$46,613.34	0.27%	$79,242.67	Low
Construction and Extraction Occupations	$78,336.07	20.78%	$133,171.31	Moderate
Installation, Maintenance, and Repair Occupations	$71,292.15	7.31%	$121,196.66	Moderate
Production Occupations	$54,838.13	19.41%	$93,224.82	Low
Transportation and Material Moving Occupations	$51,202.17	13.10%	$87,043.69	Low
Total or Weighted Average	**$78,713.23**	**100.00%**	**$133,812.48**	

[1] Includes NAICS Sectors: 22 - Utilities; 23 - Construction; 42 - Wholesale Trade; 484 - Truck Transportation; 493 - Warehousing & Storage; and 811 - Repair and Maintenance

APPENDIX C:

Assumptions and Sources

Table C-1
Assumptions and Sources
City of Dublin Commercial Linkage Fee Study; EPS #231009

Item	Total	Unit	Source
Demographic Assumptions			
Total Population	71,680	persons	American Community Survey 5-Year Estimates 2021
Total Employed	37,116	persons	American Community Survey 5-Year Estimates 2021
Households	23,688	households	American Community Survey 5-Year Estimates 2021
Households with Earnings	21,819	households	American Community Survey 5-Year Estimates 2021
Workers per Household with Workers	1.70	persons	American Community Survey 5-Year Estimates 2021
Persons per Working Household	3.29	persons	American Community Survey 5-Year Estimates 2021
Dublin Workers Living in Dublin	9.4%	of workers	US Census Bureau "On The Map" 2020 data
Employment Density Assumptions			
Commercial	472	sq. ft. per employee	Draft Public Facilities Fee study, City of Dublin, 2023
Office/R&D	307	sq. ft. per employee	Draft Public Facilities Fee study, City of Dublin, 2023
Lodging	3,000	sq. ft. per employee	Draft Public Facilities Fee study, City of Dublin, 2023
Industrial	862	sq. ft. per employee	Draft Public Facilities Fee study, City of Dublin, 2023

Sources: U.S. Census American Community Survey 5-Year Estimates 2021;US Census Bureau "On The Map"; City of Dublin

INCLUSIONARY ZONING REGULATIONS

8.68.010 Purpose.

The purpose of this ~~c~~Chapter is to:

A. ~~e~~Enhance the public welfare and assure that further housing development contributes to the attainment of the City's housing goals by increasing the production of residential units affordable by households of very low, low, and moderate income.

B. ~~a~~Assure that the limited remaining developable land in the City's planning area is utilized in a manner consistent with the City's housing policies and needs. ~~*Rev. Ord. 1-03 (January 2003); Ord. 8-02 (May 2002)*~~

8.68.020 Definitions.

As used in this ~~c~~Chapter, each of the following terms shall be defined as follows:

A. "Affordable unit" means an ownership or rental-housing unit~~, including senior housing~~, affordable to households with very~~-~~low-, low-, or moderate-incomes as defined in this Chapter.

1. Rental units are deemed affordable units if the annual rent does not exceed 30% of maximum income level for very low-, low- and moderate-income households, adjusted for household size and as defined below.

2. Owner-occupied units are deemed affordable units if the sales price results in annual housing expenses that do not exceed 35% of the maximum income level for very~~-~~low-, low-, and moderate-income households, adjusted for household size and as defined below.

B. "Applicant" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities that seeks city real property development permits or approvals.

C. "Condominium" means a development consisting of condominiums. A condominium consists of an undivided interest in common in a portion of real property coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan in sufficient detail to locate all boundaries thereof.

~~C~~D. "Dwelling unit" means a dwelling designed and intended for occupancy by one household.

~~D~~E. "Very~~-~~low-, low-, and moderate-income levels" means those income and eligibility levels determined periodically by the California Department of Housing and Community Development based on Alameda County median income levels adjusted for family size. Such levels shall be calculated on the basis of gross annual household income considering household size and number of dependents, income of all ~~wage earners~~ household members eighteen years of age and older~~, elderly or disabled family members~~, and all other sources of household income and will be recertified as set forth by local standards, and state and federal housing law.

1. "Very-low-income" means 50% or less of the median income, adjusted for actual household size.

2. "Low-income" means more than 50% and up to 80% of the median income, adjusted for actual household size.

3. "Moderate-income" means more than 80% and up to 120% of the median income, adjusted for actual household size.

~~E~~F. "Resale controls and/or rent restrictions" means legal restrictions by which the affordable units shall be restricted to ensure that the unit remains affordable to very-low-, low-, or moderate-income households, as applicable, for a period of not less than 55 years. The 55 year period will reset ~~with~~ each time ownership of the unit is transferred through a bona fide sales transaction with a third party during the resale restriction period ~~sale of the unit~~. With respect to rental units, such rent restrictions shall be in the form of a regulatory agreement recorded against the applicable property. With respect to owner-occupied units, such resale controls shall be in the form of resale restrictions, deeds of trust, and/or other similar documents recorded against the applicable property.

~~F~~G. "Residential development" includes, without limitation, detached single-family dwellings, multiple-dwelling structures, groups of dwellings, condominium or townhouse developments, condominium conversions, cooperative developments, mixed use developments that include housing units, and residential land subdivisions intended to be sold to the general public. ~~*Rev. Ord. 43-08 (December 2008); Ord. 8-05 (March 2005); Ord. 1-03 (January 2003); Ord. 8-02 (May 2002)*~~

8.68.030 General Requirements.

A. ~~12.5%~~ Affordability Requirement for Rental Units and Condominium Units. All new rental residential ~~rental~~ development projects, and all for-sale Condominium development projects (condominium developments with a density of 30 units per acre or more) ~~of~~ with ~~20~~ 10 units or more designed and intended for permanent occupancy shall construct ~~12.5~~ 10.0% of the total number of dwelling units within the development as affordable units, except as otherwise provided by this ~~c~~Chapter, and except when all of the dwelling units (excluding units reserved for property management) within the project are affordable. (Any Condominium development project with a density of less than 30 units per acre shall be required to meet the Affordability Requirement for Ownership Units). The foregoing requirement shall be applied no more than once to an approved residential development (and generally at the tentative map stage), regardless of the changes in the character or ownership of the development, except as provided by this Chapter, provided the total number of units does not change. In applying and calculating the affordability requirement, any decimal fraction less than or equal to 0.50 may be disregarded, and any decimal fraction greater than 0.50 shall be construed as one unit.

B. Affordability Requirement for Ownership Units. All for-sale (ownership) residential development projects (including condominium development projects with a density of less than 30 units per acre), of 10 units or more designed and intended for permanent occupancy shall construct 15.0% of the total number of dwelling units within the development as affordable units, except as otherwise provided by this Chapter. The foregoing requirement shall be applied no more than once to an approved residential development (and generally at the tentative map stage), regardless of the changes in the character or ownership of the development, except as provided by this Chapter, provided the total number of units does not change. In applying and calculating the affordability requirement, any decimal fraction less than or equal to 0.50 may be disregarded, and any decimal fraction greater than 0.50 shall be construed as one unit.

~~B~~C. Allocation of Units to Income Levels. Affordable units provided pursuant to this section shall be allocated ~~to households with very-low, low-, and moderate-income levels~~ as follows:

	Rental Units and Condominium Units	Ownership Units
Very~~-~~low-income households	0~~30~~%	0%
Low-income households	100~~20~~%	40%
Moderate-income households	0~~50~~%	60%

Where the calculation of the allocation results in fewer units than would otherwise be required ~~pursuant to subsection A of this section~~, one additional unit should be allocated to the income level with a decimal fraction closest to 0.50.

~~C~~D. Conditions of Approval: Any tentative map, Conditional Use Permit, or Site Development Review Permit approving residential development projects subject to this ~~c~~Chapter shall contain conditions sufficient to ensure compliance with the provisions of this ~~c~~Chapter. Such conditions shall detail the number of affordable units required~~, specify the schedule of construction of affordable units~~, set forth the applicant's manner of compliance with this ~~c~~Chapter, and require the execution of an agreement imposing appropriate resale controls and/or rental restrictions on the affordable units.

~~D~~E. Concurrent Construction. All affordable units in a project or phase of a project shall be constructed concurrently with market-rate units, unless the City Manager determines in writing that extenuating circumstances exist that make concurrent construction infeasible or impractical.

~~E~~F. Design and Distribution of Affordable Units. All affordable units shall reflect the range of numbers of bedrooms provided in the project as a whole and shall not be distinguished by exterior design, construction, or materials. Affordable units may be of smaller size than the units in the project and may have fewer amenities than the market rate units in the project. All affordable units shall be reasonably dispersed throughout the project. ~~*Rev. Ord. 43-08 (December 2008); Ord. 1-03 (January 2003); Ord. 8-02 (May 2002)*~~

8.68.040 Exceptions to ~~12.5%~~ Affordability Requirement.

Developers of projects subject to Sections 8.68.030.A and 8.68.030.B shall construct ~~12.5% of~~ the total number of affordable dwelling units within the development ~~as affordable units~~, unless subject to an exception set forth in this section. All exceptions require City Council approval~~, which shall be obtained at or prior to the last discretionary approval for the project~~.

A. Payment of Fees In Lieu of Creation of Affordable Units. Upon request of the applicant, the City Council shall permit the applicant to pay a fee in lieu of constructing up to 40% of the affordable units that the developer would otherwise be required to construct pursuant to Sections 8.68.030.A and 8.68.030.B. The amount of the fee shall be as set forth in a resolution of the City Council, which may be amended from time to time to reflect inflation and changed conditions in the City and the region. In lieu fees shall be paid at the time and in the amount set forth in the in lieu fee resolution in effect at the time of issuance of the building permit.

B. Off-Site Projects. An applicant may construct the affordable units not physically within the development in lieu of constructing some or all of the affordable units within the development, with the approval of the City Council, if the City Council finds:

1. ~~that c~~Construction of the units off-site in lieu of constructing units on-site is consistent with the ~~c~~Chapter's goal of creating, preserving, maintaining, and protecting housing for very low-, low- and moderate-income households.

2. ~~that the u~~Units to be constructed off site are consistent with Section 8.68.030.~~E~~F above.

3. ~~that it w~~Would be infeasible or impractical to construct affordable units on-site.

4. ~~that c~~Conditions of approval for the project require that the off-site affordable units would be governed by the terms of a deed restriction and, if applicable, rental restrictions similar to that used for the on-site affordable units.

5. ~~that the c~~Conditions of approval for the project, or other security such as a cash deposit, bond, or letter of credit, are adequate to require the construction of the off-site affordable units concurrently with the completion of the construction of the residential development or within a reasonable period (not to exceed ~~5~~ five years).

C. Land Dedication. An applicant may dedicate land to the City or City-designated local non-profit housing developer in lieu of construction of some or all of the required affordable units, if the City Council finds ~~that~~ all of the following:

1. ~~that d~~Dedication of land in lieu of constructing units is consistent with the ~~c~~Chapter's goal of creating, preserving, maintaining, and protecting housing for very~~-~~low-, low- and moderate-income households.

2. ~~that t~~The dedicated land is useable for its intended purpose; is free of toxic substances and contaminated soils ~~and~~; is fully improved with infrastructure, adjacent utilities, grading; and all development-impact fees paid excluding any inclusionary zoning ordinance fees.

3. ~~that t~~The proposed land dedication is of sufficient size to meet the following requirements:

a. ~~t~~The dedication includes land sufficient to construct the number of units that the applicant would otherwise be required to construct by Section 8.68.030.A and Section 8.68.030.B, based on the size of lots in the subdivision for which the applicant is meeting its obligation; and

b. ~~i~~In addition, the The dedication finds the ~~includes such~~ additional land's ~~the~~ market value ~~for which~~ is equal to or exceeds the difference between the value of a market-rate, 1200-square foot unit, and the price at which such a unit could be sold as an Affordable Unit ~~(which amount shall be set forth in a resolution adopted from time to time by the City Council)~~ times the number of units required. The amount an Affordable Unit may be sold at shall be set forth in a resolution adopted by the City Council as needed.

D. Credit ~~t~~Transfers. An applicant may fully or partially satisfy the requirements of Sections 8.68.030.A and 8.68.030.B through the use of transfer credits created pursuant to Section 8.68.060. Credit certificates shall be presented to the Community Development Director, who shall note at the time of project approval the credit certificate by number. Credit certificates may only be used to satisfy the requirements for Inclusionary Units for the income category (i.e., very low-, low-, or moderate-income) and number of bedrooms for which they are issued.

E. Waiver of Requirements. The City Council, at its discretion, may waive, wholly or partially, the requirements of this ordinance and approve alternate methods of compliance with this Chapter if the

applicant demonstrates, and the City Council finds, that such alternate methods meet the purposes of this Chapter. ~~*Rev. Ord. 1-03 (January 2003); Ord. 8-02 (May 2002)*~~

8.68.050 General Procedures for Implementing Inclusionary Zoning Requirements.

A. Agreements. Prior to the issuance of a building permit for an affordable unit, resale restrictions or rental controls, or both, as the case may be, shall be set forth in an agreement between the City and the developer, in a form consistent with the City Council-adopted form agreement, which agreement shall be recorded against the property containing the affordable units. The agreement shall be executed by the City Manager, and its requirements shall run with the land and bind the applicant's successors.

B. Rental Units; Occupancy; Annual Report. Agreements involving rental units shall require the owner of the affordable units to ensure that the units are occupied by tenants whose monthly income levels do not exceed very low-, low-, or moderate-income levels, as the case may be, and shall preclude tenants from subletting or subleasing the unit. The agreement shall also require the owner of the affordable unit to submit an annual report to the City Manager, in a format approved by the City. The report shall include, but not be limited to the following information: an identification of the affordable units within the project; the monthly rents charged and proposed to be charged; vacancy information for the prior year; and the monthly income for tenants of each affordable unit throughout the prior year.

C. Ownership Units; Occupancy; City's Right of First Refusal. Agreements for ownership units, including condominium units, shall specify that the inclusionary units must be occupied by the owner or owners and may not be leased or rented without the written approval of the City. The resale restrictions shall provide that in the event of the sale of an affordable unit, the City shall have the right to purchase any affordable owner-occupant unit at the maximum price that could be charged to an eligible household.

D. Selection Criteria. No household shall be permitted to occupy a unit that is required under this ~~c~~Chapter to be affordable unless the City or its designee has approved the household's eligibility. Eligible potential occupants of affordable units will be qualified on the basis of household income~~, the median combined household income statistics for Alameda County published periodically by the California Department of Housing and Community Development, all sources of household income and assets, the relationship between household size and the size of available units, and any further criteria required by law~~ as defined by this Chapter. ~~The developer shall use an equitable selection method established in conformance with the terms of this chapter.~~ The selection criteria for a qualified household may not distinguish between adults and children. Selection of qualified person should be based on priorities established using the point system described below:

- Employed within the boundaries of the City of Dublin (3 points maximum, one per household member)
- Public Service employee working in the City of Dublin (1 ~~additional~~ point)
- Dublin resident (3 points maximum, one per household member)
- Seniors (1 point, one per household)

- Permanently disabled (1 point, one per household)

- Immediate family member of Dublin resident (1 point, one per household)

- Required to relocate from current Dublin residence due to demolition of dwelling or conversion of dwelling from rental to for-sale unit (1 point, one per household)

To qualify as a "Public Service Employee", the person shall be employed by a Public Agency.

To qualify as "Employed within the boundaries of the City of Dublin", the person shall have been employed within the City of Dublin for at least six months.

To qualify as a "Dublin resident," the person shall have been a resident of the City of Dublin for at least a one-year period prior to the eligibility determination. ~~*Rev. Ord. 8-05 (March 2005); Ord. 1-03 (January 2003); Ord. 8-02 (May 2002)*~~

8.68.060 Affordable Unit Credits.

A. Creation. Affordable unit credits may be created by the City Council. One affordable unit credit certificate shall be issued for each affordable unit constructed in excess of the number of affordable units required to be constructed for the project by Sections 8.68.030.A and 8.68.030.B. The certificate shall designate a specific income category (i.e., very~~-~~low-, low-, or moderate-income) and number of bedrooms for which they are issued.

B. Ownership and ~~u~~Use of ~~c~~Credits. Affordable unit credit certificates are issued to and become the possession of the project owner, who may ~~then~~ use them to satisfy the requirements of this ~~c~~Chapter for another project in the City. If a project owner proposes to sell credit certificates, the parties shall first obtain the consent of the ~~Community Development~~Finance Director, who will document the transfer by certificate number. ~~*Rev. Ord. 1-03 (January 2003); Ord. 8-02 (May 2002)*~~

8.68.070 Incentives to Encourage On-Site Construction of Affordable Units.

The City may, but shall not be required to, offer incentives or financial assistance to encourage the on-site construction of affordable units in excess ~~of 12.5%~~ of the total number of affordable units required by this Chapter to be included in the project to the extent resources for this purpose are available and approved for such use by the City Council or City Manager. Such incentives may include, but shall not be limited to, the following:

A. Fee Deferral.

1. Development Processing Fees. The City Manager may approve deferred payment of City processing fees applicable to the review and processing of the project. The terms and payment schedule of the deferred fees shall be subject to the approval of the City Manager.

2. Development Impact Fees. The City Council may authorize the deferred payment of development impact fees applicable to the affordable units. Approval of this incentive requires demonstration by the Applicant that the deferral increases the project's feasibility. The applicant must provide appropriate security to ensure future payment of such fees.

B. Design Modifications. The City Council may approve design modifications to affordable units that increase the feasibility of the construction of affordable units, including but not limited to, the following:

1. Reduced lot size.
2. Reduced setback requirements.
3. Reduced open space requirements.
4. Reduced landscaping requirements.
5. Reduced interior or exterior amenities.
6. Reduction in parking requirements.
7. Height restriction waivers. ~~*Rev. Ord. 1-03 (January 2003); Ord. 8-02 (May 2002)*~~

8.68.080 Inclusionary Zoning In Lieu Fees ~~Fund~~.

The fund previously known as the "Inclusionary Zoning In Lieu Fee fund" is hereby renamed the "Affordable Housing Fund" ("Fund") and all In Lieu Fees shall be deposited into the Fund. ~~In Lieu Fees shall be deposited into a fund known as the "Inclusionary Zoning In Lieu Fees Fund" ("Fund").~~

A. Use. All monies in the Fund, together with any interest earnings on such monies less reasonable administrative charges, shall be used or committed to use by the City for the purpose of providing very low-, low-, and moderate-income ownership or rental housing in the City of Dublin.

B. Annual ~~r~~Report. The City Manager shall prepare an annual report to the City Council identifying the balance of monies in the Fund and the affordable units provided and any monies committed to providing very low-, low-, and moderate-income housing. The annual report shall also include a review of administrative charges. ~~*Rev. Ord. 1-03 (January 2003); Ord. 8-02 (May 2002)*~~

8.68.090 Violations.

It shall be unlawful for any person, firm, corporation, partnership or other entity that is subject to this ordinance pursuant to Sections 8.68.030.A and 8.68.030.B to violate any provision or to fail to comply with any of the requirements of this ~~c~~Chapter. A violation of any of the provisions of or fail~~ing~~ure to comply with any of the requirements of this Chapter shall constitute a misdemeanor; except that notwithstanding any other provisions of this Code, any such violation constituting a misdemeanor under this ~~c~~Chapter, may in the discretion of the enforcing authority, be charged and prosecuted as an infraction. Any person convicted of an infraction under the provisions of this Code shall be punishable as provided by the Government Code of the State of California. ~~*Rev. Ord. 1-03 (January 2003); Ord. 8-02 (May 2002)*~~

8.68.100 Enforcement.

A. General. The City Manager shall enforce this ~~c~~Chapter, and its provisions shall be binding on all agents, successors, and assigns of an applicant. The City Manager may suspend or revoke any

building permit or approval upon finding a violation of any provision of this ~~c~~Chapter. No land-use approval, building permit, or certificate of occupancy shall be issued for any residential development unless exempt from or in compliance with this ~~c~~Chapter. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance herewith, including, but not limited to, actions to revoke, deny, or suspend any permit or development approval.

B. Excessive ~~r~~Rents/~~l~~Legal ~~a~~Action. If the City Manager determines that rents in excess of those allowed by operation of this ~~c~~Chapter have been charged to a tenant residing in an affordable unit, the City may take appropriate legal action to recover, and the project owner shall be obligated to pay to the tenant, or to the City in the event the tenant cannot be located, any excess rents charged. ~~*Rev. Ord. 1-03 (January 2003); Ord. 8-02 (May 2002)*~~

8.68.110 Appeals.

Decisions of the City Manager under this Chapter may be appealed as provided in Chapter 8.136. ~~*Rev. Ord. 1-03 (January 2003); Ord. 8-02 (May 2002)*~~

RESOLUTION NO. 24 – 04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN

RECOMMENDING CITY COUNCIL APPROVAL OF AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 8.68 (INCLUSIONARY ZONING REGULATIONS) EFFECTIVE CITYWIDE PLPA-2023-00032

WHEREAS, the City occasionally initiates amendments to the Dublin Municipal Code to clarify, add, or amend certain provisions to ensure that it remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community; and

WHEREAS, Staff initiated amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) consistent with the City of Dublin Two-Year Strategic Plan, which includes Strategy 2: Housing Affordability, Objective 2b: Ensure the City's inclusionary zoning regulations incentivize targeted housing production and Objective 2c: Prepare a nexus study to evaluate the affordable housing commercial linkage; and

WHEREAS, the City selected the consulting firm Economic and Planning Systems (EPS) to prepare an Inclusionary Zoning and Affordable Housing In-Lieu Fee Feasibility Study and Commercial Linkage Fee Nexus Study to inform the proposed amendments; and

WHEREAS, on August 15, 2023, and September 19, 2023, the City Council received informational reports on the Commercial Linkage Fee and Inclusionary Zoning and In-Lieu Fee programs and provided direction to Staff to prepare updates to the programs; and

WHEREAS, on December 12, 2023, the Planning Commission held a public hearing to consider amendments to the Inclusionary Zoning Regulations; and

WHEREAS, on January 9, 2024, the City Council held a public hearing to consider amendments to the Inclusionary Zoning Regulations. City Council directed Staff to return at a future meeting with additional information and analysis regarding increasing the inclusionary zoning requirement for for-sale units to 15%; increasing the in-lieu fee on for-sale units; differentiating the affordable housing requirements for different ownership product types; evaluating the impact of interest rate fluctuations; and a projection of in-lieu fee revenue; and

WHEREAS, on March 19, 2024, the City Council held a Study Session and directed Staff to differentiate the affordable housing requirements for different ownership product types, and to increase the inclusionary requirement for certain for-sale product types; and

WHEREAS, proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) include changes to the applicability threshold for projects subject to the regulations, affordability requirements for different product types, and revisions to the allocation of units to income levels; and

WHEREAS, the California Environmental Quality Act (CEQA), together with the State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared; and

WHEREAS, the Planning Commission recommends that the City Council find the proposed amendments exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as the amendments would not result in any physical changes and it can be seen with certainty that the amendments would not have a significant effect on the environment; and

WHEREAS, the Planning Commission held a duly noticed public hearing on May 14, 2024, during which all interested persons were heard; and

WHEREAS, proper notice of said hearing was given in all respects as required by law; and

WHEREAS, a Staff Report dated May 14, 2024, was submitted to the Dublin Planning Commission recommending approval of the proposed amendments to Dublin Municipal Code Chapter 8.68; and

WHEREAS, the Planning Commission did hear and consider all said reports, recommendations and testimony herein above set forth and used its independent judgment to evaluate the recommendations.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this Resolution.

BE IT FURTHER RESOLVED that the City of Dublin Planning Commission does hereby recommend that the City Council adopt the Ordinance attached hereto as **Exhibit A,** and incorporated herein by reference.

PASSED, APPROVED AND ADOPTED this 14th day of May 2024, by the following vote:

AYES: Aini, Grier, Rashid, Thalblum, Tyler

NOES:

ABSENT: Wright

ABSTAIN:

DocuSigned by:
D6C7A1DA847B4F8...
Planning Commission Chair

ATTEST:

DocuSigned by:
24623EF0D48C4C6...
Assistant Community Development Director

ORDINANCE NO. XX – 24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 8.68 (INCLUSIONARY ZONING REGULATIONS) PLPA-2023-00032

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The City occasionally initiates amendments to the Dublin Municipal Code to clarify, add, or amend certain provisions to ensure that it remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community.

B. Staff initiated amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) consistent with the City of Dublin Two-Year Strategic Plan, which includes Strategy 2: Housing Affordability, Objective 2b: Ensure the City's inclusionary zoning regulations incentivize targeted housing production and Objective 2c: Prepare a nexus study to evaluate the affordable housing commercial linkage.

C. The City selected the consulting firm Economic and Planning Systems (EPS) to prepare an Inclusionary Zoning and Affordable Housing In-Lieu Fee Feasibility Study and Commercial Linkage Fee Nexus Study to inform the proposed amendments.

D. On August 15, 2023, and September 19, 2023, the City Council received informational reports on the Commercial Linkage Fee and Inclusionary Zoning and In-Lieu Fee programs and provided direction to staff to prepare updates to the programs.

E. On January 9, 2024, the City Council held a public hearing to consider amendments to the Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee. City Council directed Staff to return at a future meeting with additional information and analysis regarding increasing the inclusionary zoning requirement to 15%; increasing the in-lieu fee; differentiating the affordable housing requirements for different ownership product types; the impact of interest rate fluctuations; and a projection of in-lieu fee revenue.

F. On March 19, 2024, the City Council held a Study Session and provided direction to staff regarding increasing the inclusionary zoning requirement to 15%; increasing the in-lieu fee; differentiating the affordable housing requirements for different ownership product types; the impact of interest rate fluctuations; and a projection of in-lieu fee revenue.

G. The proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) include changes to the affordability requirements for rental and ownership development projects, modifications to the provisions for the payment of fees in-lieu of constructing affordable units, revisions to the allocation of units to income levels, and revisions to the exceptions to the affordability requirements.

H. The Planning Commission held a duly noticed public hearing on May 14, 2024, during which all interested persons were heard, and adopted Resolution No. 24-XX recommending that the City Council approve the proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations).

I. A Staff Report was submitted to the Dublin City Council recommending approval of the proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations).

J. The City Council held a public hearing on the proposed amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) on June 4, 2024, at which time all interested persons had an opportunity to be heard.

K. Proper notice of said hearing was given in all respects as required by law.

L. The City Council did hear and consider all said reports, recommendations and testimony herein above set forth and used its independent judgement to evaluate the project.

SECTION 2. FINDINGS

A. Pursuant to Dublin Municipal Code Section 8.120.050.B., the City Council hereby finds that the amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) are consistent with the General Plan and any applicable Specific Plan in that they would provide an update to the City's affordable housing requirements. Specifically, the amendments would implement Housing Element Program B.4, which calls for a review of the Inclusionary Zoning Regulations and preparation of a nexus study reviewing the affordable housing in-lieu fee.

B. The California Environmental Quality Act (CEQA), together with the State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The City Council hereby finds that the amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as the amendments would not result in any physical changes and it can be seen with certainty that the amendments would not have a significant effect on the environment.

SECTION 3. AMENDMENT OF CHAPTER 8.68.

Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations) is amended to read as follows:

"Inclusionary Zoning Regulations"

8.68.010 Purpose.

The purpose of this Chapter is to:

A. Enhance the public welfare and assure that further housing development contributes to the attainment of the City's housing goals by increasing the production of residential units affordable by households of very low, low, and moderate income.

B. Assure that the limited remaining developable land in the City's planning area is utilized in a manner consistent with the City's housing policies and needs.

8.68.020 Definitions.

As used in this Chapter, each of the following terms shall be defined as follows:

A. "Affordable unit" means an ownership or rental-housing unit, affordable to households with very low-, low-, or moderate-incomes as defined in this Chapter.

1. Rental units are deemed affordable units if the annual rent does not exceed 30% of maximum income level for very low-, low- and moderate-income households, adjusted for household size and as defined below.

2. Owner-occupied units are deemed affordable units if the sales price results in annual housing expenses that do not exceed 35% of the maximum income level for very low-, low-, and moderate-income households, adjusted for household size and as defined below.

B. "Applicant" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities that seeks city real property development permits or approvals.

C. "Condominium" means a development consisting of condominiums. A condominium consists of an undivided interest in common in a portion of real property coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan in sufficient detail to locate all boundaries thereof.

D. "Dwelling unit" means a dwelling designed and intended for occupancy by one household.

E. "Very low-, low-, and moderate-income levels" means those income and eligibility levels determined periodically by the California Department of Housing and Community Development based on Alameda County median income levels adjusted for family size. Such levels shall be calculated on the basis of gross annual household income considering household size and number of dependents, income of all household members eighteen years of age and older, , and all other sources of household income and will be recertified as set forth by local standards, and state and federal housing law.

1. "Very low-income" means 50% or less of the median income, adjusted for actual household size.

2. "Low-income" means more than 50% and up to 80% of the median income, adjusted for actual household size.

3. "Moderate-income" means more than 80% and up to 120% of the median income, adjusted for actual household size.

F. "Resale controls and/or rent restrictions" means legal restrictions by which the affordable units shall be restricted to ensure that the unit remains affordable to very low-, low-, or moderate-income households, as applicable, for a period of not less than 55 years. The 55 year period will reset each time ownership of the unit is transferred through a bona fide sales transaction with a third party during the resale restriction period sale. With respect to rental units, such rent restrictions shall be in the form of a regulatory agreement recorded against the applicable property. With respect to owner-occupied units, such resale controls shall be in the form of resale restrictions, deeds of trust, and/or other similar documents recorded against the applicable property.

G. "Residential development" includes, without limitation, detached single-family dwellings, multiple-dwelling structures, groups of dwellings, condominium or townhouse developments, condominium conversions, cooperative developments, mixed use developments that include housing units, and residential land subdivisions intended to be sold to the general public.

8.68.030 General Requirements.

A. Affordability Requirement for Rental Units and Condominium Units. All new rental residential development projects, and all for-sale Condominium development projects (condominium developments with a density of 30 units per acre or more) with 10 units or more designed and intended for permanent occupancy shall construct 10.0% of the total number of dwelling units within the development as affordable units, except as otherwise provided by this Chapter, and except when all of the dwelling units (excluding units reserved for property management) within the project are affordable. (Any Condominium development project with a density of less than 30 units per acre shall be required to meet the Affordability Requirement for Ownership Units). The foregoing requirement shall be applied no more than once to an approved residential development (and generally at the tentative map stage), regardless of the changes in the character or ownership of the development, except as provided by this Chapter, provided the total number of units does not change. In applying and calculating the affordability requirement, any decimal fraction less than or equal to 0.50 may be disregarded, and any decimal fraction greater than 0.50 shall be construed as one unit.

B. Affordability Requirement for Ownership Units. All for-sale (ownership) residential development projects (including condominium development projects with a density of less than 30 units per acre), of 10 units or more designed and intended for permanent occupancy shall construct 15.0% of the total number of dwelling units within the development as affordable units, except as otherwise provided by this Chapter. The foregoing requirement shall be applied no more than once to an approved residential development (and generally at the tentative map stage), regardless of the changes in the character or ownership of the development, except as provided by this Chapter, provided the total number of units does not change. In applying and calculating the affordability requirement, any decimal fraction less than or equal to 0.50 may be disregarded, and any decimal fraction greater than 0.50 shall be construed as one unit.

C. Allocation of Units to Income Levels. Affordable units provided pursuant to this section shall be allocated as follows:

	Rental and Condominium Units	Ownership Units
Very low-income households	0%	0%
Low-income households	100%	40%
Moderate-income households	0%	60%

Where the calculation of the allocation results in fewer units than would otherwise be required, one additional unit should be allocated to the income level with a decimal fraction closest to 0.50.

D. Conditions of Approval: Any tentative map, conditional use permit, or site development review approving residential development projects subject to this Chapter shall contain conditions sufficient to ensure compliance with the provisions of this Chapter. Such conditions shall detail the number of affordable units required, set forth the applicant's manner of compliance with this Chapter, and require the execution of an agreement imposing appropriate resale controls and/or rental restrictions on the affordable units.

E. Concurrent Construction. All affordable units in a project or phase of a project shall be constructed concurrently with market-rate units, unless the City Manager determines in writing that extenuating circumstances exist that make concurrent construction infeasible or impractical.

F. Design and Distribution of Affordable Units. All affordable units shall reflect the range of numbers of bedrooms provided in the project as a whole and shall not be distinguished by exterior design, construction, or materials. Affordable units may be of smaller size than the units in the project and may have fewer amenities than the market rate units in the project. All affordable units shall be reasonably dispersed throughout the project.

8.68.040 Exceptions to Affordability Requirement.

Developers of projects subject to Sections 8.68.030.A and 8.68.030.B shall construct the total number of affordable dwelling units within the development, unless subject to an exception set forth in this section. All exceptions require City Council approval.

A. Payment of Fees In Lieu of Constructing Affordable Units. Upon request, the applicant shall be permitted to pay a fee in lieu of constructing up to 40% of the affordable units that the developer would otherwise be required to construct pursuant to Sections 8.68.030.A and 8.68.030.B. The amount of the fee shall be as set forth in a resolution of the City Council, which may be amended from time to time to reflect inflation and changed conditions in the City and the region. In lieu fees shall be paid at the time and in the amount set forth in the in lieu fee resolution in effect at the time of issuance of the building permit.

B. Off-Site Projects. An applicant may construct the affordable units not physically within the development in lieu of constructing some or all of the affordable units within the development, with the approval of the City Council, if the City Council finds:

1. Construction of the units off-site in lieu of constructing units on-site is consistent with the Chapter's goal of creating, preserving, maintaining, and protecting housing for very low-, low- and moderate-income households.

2. Units to be constructed off site are consistent with Section 8.68.030.F above.

3. Would be infeasible or impractical to construct affordable units on-site.

4. Conditions of approval for the project require that the off-site affordable units would be governed by the terms of a deed restriction and, if applicable, rental restrictions similar to that used for the on-site affordable units.

5. Conditions of approval for the project, or other security such as a cash deposit, bond, or letter of credit, are adequate to require the construction of the off-site affordable units concurrently with the completion of the construction of the residential development or within a reasonable period (not to exceed five years).

C. Land Dedication. An applicant may dedicate land to the City or City-designated local non-profit housing developer in lieu of construction of some or all of the required affordable units, if the City Council finds all of the following:

1. Dedication of land in lieu of constructing units is consistent with the Chapter's goal of creating, preserving, maintaining, and protecting housing for very low-, low- and moderate-income households.

2. The dedicated land is useable for its intended purpose; is free of toxic substances and contaminated soils; is fully improved with infrastructure, adjacent utilities, grading; and all development-impact fees paid excluding any inclusionary zoning ordinance fees.

3. The proposed land dedication is of sufficient size to meet the following requirements:

a. The dedication includes land sufficient to construct the number of units that the applicant would otherwise be required to construct by Section 8.68.030.A and Section 8.68.030.B, based on the size of lots in the subdivision for which the applicant is meeting its obligation; and

b. The dedication finds the additional land's market value is equal to or exceeds the difference between the value of a market-rate, 1200-square foot unit, and the price at which such a unit could be sold as an Affordable Unit, times the number of units required. The amount an Affordable Unit may be sold at shall be set forth in a resolution adopted by the City Council as needed.

D. Credit Transfers. An applicant may fully or partially satisfy the requirements of Sections 8.68.030.A and 8.68.030.B through the use of transfer credits created pursuant to Section 8.68.060. Credit certificates shall be presented to the Community Development Director, who shall note at the time of project approval the credit certificate by number. Credit certificates may only be used to satisfy the requirements for Inclusionary Units for the income category (i.e., very low-, low-, or moderate-income) and number of bedrooms for which they are issued.

E. Waiver of Requirements. The City Council, at its discretion, may waive, wholly or partially, the requirements of this ordinance and approve alternate methods of compliance with this Chapter if the applicant demonstrates, and the City Council finds, that such alternate methods meet the purposes of this Chapter.

8.68.050 General Procedures for Implementing Inclusionary Zoning Requirements.

A. Agreements. Prior to the issuance of a building permit for an affordable unit, resale restrictions or rental controls, or both, as the case may be, shall be set forth in an agreement between the City and the developer, in a form consistent with the City Council-adopted form agreement, which agreement shall be recorded against the property containing the affordable units. The agreement shall be executed by the City Manager, and its requirements shall run with the land and bind the applicant's successors.

B. Rental Units; Occupancy; Annual Report. Agreements involving rental units shall require the owner of the affordable units to ensure that the units are occupied by tenants whose monthly income levels do not exceed very low-, low-, or moderate-income levels, as the case may be, and shall preclude tenants from subletting or subleasing the unit. The agreement shall also require the owner of the affordable unit to submit an annual report to the City Manager, in a format approved by the City. The report shall include, but not be limited to the following information: an identification of the affordable units within the project; the monthly rents charged and proposed to be charged; vacancy information for the prior year; and the monthly income for tenants of each affordable unit throughout the prior year.

C. Ownership Units; Occupancy; City's Right of First Refusal. Agreements for ownership units shall specify that the inclusionary units must be occupied by the owner or owners and may not be leased or rented without the written approval of the City. The resale restrictions shall provide that in the event of the sale of an affordable unit, the City shall have the right to purchase any affordable owner-occupant unit at the maximum price that could be charged to an eligible household.

D. Selection Criteria. No household shall be permitted to occupy a unit that is required under this Chapter to be affordable unless the City or its designee has approved the household's eligibility. Eligible potential occupants of affordable units will be qualified on the basis of household income as defined by this Chapter. The selection criteria for a qualified household may not distinguish between adults and children. Selection of qualified person should be based on priorities established using the point system described below:

- Employed within the boundaries of the City of Dublin (3 points maximum, one per household member)

- Public Service employee working in the City of Dublin (1 point)

- Dublin resident (3 points maximum, one per household member)

- Seniors (1 point, one per household)

- Permanently disabled (1 point, one per household)

- Immediate family member of Dublin resident (1 point, one per household)

- Required to relocate from current Dublin residence due to demolition of dwelling or conversion of dwelling from rental to for-sale unit (1 point, one per household)

To qualify as a "Public Service Employee", the person shall be employed by a Public Agency.

To qualify as “Employed within the boundaries of the City of Dublin”, the person shall have been employed within the City of Dublin for at least six months.

To qualify as a “Dublin resident,” the person shall have been a resident of the City of Dublin for at least a one-year period prior to the eligibility determination.

8.68.060 Affordable Unit Credits.

A. Creation. Affordable unit credits may be created by the City Council. One affordable unit credit certificate shall be issued for each affordable unit constructed in excess of the number of affordable units required to be constructed for the project by Sections 8.68.030.A and 8.68.030.B. The certificate shall designate a specific income category (i.e., very low-, low-, or moderate-income) and number of bedrooms for which they are issued.

B. Ownership and Use of Credits. Affordable unit credit certificates are issued to and become the possession of the project owner, who may use them to satisfy the requirements of this Chapter for another project in the City. If a project owner proposes to sell credit certificates, the parties shall first obtain the consent of the Finance Director, who will document the transfer by certificate number.

8.68.070 Incentives to Encourage On-Site Construction of Affordable Units.

The City may, but shall not be required to, offer incentives or financial assistance to encourage the on-site construction of affordable units in excess of the total number of affordable units required by this Chapter to be included in the project to the extent resources for this purpose are available and approved for such use by the City Council or City Manager. Such incentives may include, but shall not be limited to, the following:

A. Fee Deferral.

1. Development Processing Fees. The City Manager may approve deferred payment of City processing fees applicable to the review and processing of the project. The terms and payment schedule of the deferred fees shall be subject to the approval of the City Manager.

2. Development Impact Fees. The City Council may authorize the deferred payment of development impact fees applicable to the affordable units. Approval of this incentive requires demonstration by the Applicant that the deferral increases the project’s feasibility. The applicant must provide appropriate security to ensure future payment of such fees.

B. Design Modifications. The City Council may approve design modifications to affordable units that increase the feasibility of the construction of affordable units, including but not limited to, the following:

1. Reduced lot size.

2. Reduced setback requirements.

3. Reduced open space requirements.

4. Reduced landscaping requirements.

5. Reduced interior or exterior amenities.

6. Reduction in parking requirements.

7. Height restriction waivers.

Section 8.68.080 Inclusionary Zoning In Lieu Fees.

The fund previously known as the "Inclusionary Zoning In Lieu Fee fund" is hereby renamed the "Affordable Housing Fund" ("Fund") and all In Lieu Fees shall be deposited into the Fund.

A. Use. All monies in the Fund, together with any interest earnings on such monies less reasonable administrative charges, shall be used or committed to use by the City for the purpose of providing very low-, low-, and moderate-income ownership or rental housing in the City of Dublin.

B. Annual Report. The City Manager shall prepare an annual report to the City Council identifying the balance of monies in the Fund and the affordable units provided and any monies committed to providing very low-, low-, and moderate-income housing. The annual report shall also include a review of administrative charges.

Section 8.68.090 Violations.

It shall be unlawful for any person, firm, corporation, partnership or other entity that is subject to this ordinance pursuant to Sections 8.68.030.A and 8.68.030.B to violate any provision or to fail to comply with any of the requirements of this Chapter. A violation of any of the provisions of or failure to comply with any of the requirements of this Chapter shall constitute a misdemeanor; except that notwithstanding any other provisions of this Code, any such violation constituting a misdemeanor under this Chapter, may in the discretion of the enforcing authority, be charged and prosecuted as an infraction. Any person convicted of an infraction under the provisions of this Code shall be punishable as provided by the Government Code of the State of California.

8.68.100 Enforcement.

A. General. The City Manager shall enforce this Chapter, and its provisions shall be binding on all agents, successors, and assigns of an applicant. The City Manager may suspend or revoke any building permit or approval upon finding a violation of any provision of this Chapter. No land-use approval, building permit, or certificate of occupancy shall be issued for any residential development unless exempt from or in compliance with this Chapter. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance herewith, including, but not limited to, actions to revoke, deny, or suspend any permit or development approval.

B. Excessive Rents/Legal Action. If the City Manager determines that rents in excess of those allowed by operation of this Chapter have been charged to a tenant residing in an affordable unit, the City may take appropriate legal action to recover, and the project owner shall be obligated to pay to the tenant, or to the City in the event the tenant cannot be located, any excess rents charged.

Section 8.68.110 Appeals.

Decisions of the City Manager under this Chapter may be appealed as provided in Chapter 8.136.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days following its final adoption.

SECTION 5. SEVERABILITY. The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Ordinance or their applicability to other persons or circumstances.

SECTION 6. POSTING. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this __th day of _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

STAFF REPORT

CITY COUNCIL

Agenda Item 6.1

DATE: January 9, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: 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)
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council's Two-Year Strategic Plan includes a review of 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"). Staff and the City's consultant, Economic and Planning Systems, prepared an Affordable Housing In-Lieu Fee Feasibility Study and a Commercial Linkage Fee Nexus Study to address the Strategic Plan objectives. The City Council received informational reports on August 15, 2023, and September 19, 2023, and directed Staff to prepare amendments to the Inclusionary Zoning Regulations, Affordable Housing In-Lieu Fee, and Non-Residential Development Affordable Housing Impact Fee programs to ensure they align with the economics of developing affordable housing and the City Council's priorities. Staff has prepared the updates to these programs. The City Council will hold a Public Hearing to consider adopting the amendments to these programs.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and take the following actions: 1) waive the reading and INTRODUCE the Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations); 2) Adopt the **Resolution** Establishing the Methodology for Determining the Affordable Housing In-Lieu Fee for Future Residential Units Subject to the City of Dublin Inclusionary Zoning Regulations; and 3) Adopt the **Resolution** Approving the Non-Residential Development Affordable Housing Impact Fees.

FINANCIAL IMPACT:

The Affordable Housing In-Lieu Fee is proposed to be amended to align with the economics of developing affordable housing. This will generate additional funding for the Affordable Housing Fund. The proposed amendments to the Non-Residential Affordable Housing Impact Fee program will combine the Research & Development and Office uses into a single fee and ensure that the impact fee program does not overburden the economic development priorities set by the City Council.

DESCRIPTION:

Background

The City of Dublin Two-Year Strategic Plan includes Strategy 2: Housing Affordability, which includes the following two objectives:

- Objective 2b: *Ensure the City's inclusionary zoning regulations incentivize targeted housing production;* and
- Objective 2c: *Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing*.

The consulting firm Economic and Planning Systems (EPS) was selected through a competitive process to assist Staff with addressing these Strategic Plan Objectives. Staff and EPS prepared an analysis of the development economics, reviewed industry best practices, reviewed inclusionary regulations in the surrounding Tri-Valley cities, and evaluated the nexus between non-residential development and the need it generates for affordable housing to formulate recommendations to the City Council. This culminated in the Affordable Housing In-Lieu Fee Feasibility Study and the Commercial Linkage Fee Nexus Study which are included as Attachments 3 and 5.

On August 15, 2023, the City Council received an informational report on these efforts (Attachment 7). The City Council provided initial feedback and direction regarding updates to these programs. On September 19, 2023, the City Council received another informational report (Attachment 8) and directed Staff to prepare the following updates to the Inclusionary Zoning Regulations, Affordable Housing In-Lieu Fee, and Non-Residential Development Affordable Housing Impact Fee which is also referred to as a "Commercial Linkage Fee".

- Lower the Inclusionary Zoning Regulations applicability threshold to projects of 10+ units; and
- Assess in-lieu fees on a per-square-foot basis for each market-rate unit; and
- Establish separate regulations for ownership and rental developments; and
- Retain the existing Commercial Linkage Fee amount with an annual inflationary index; and
- Combine the Research & Development and Office use categories and set the fee at $1.39 per square foot, which is the average of the current fee for those two use categories.

Staff has prepared the amendments to these programs for consideration by the City Council. The Ordinance adopting amendments to the Inclusionary Zoning Regulations is included as Attachment 1, the Resolution approving the methodology for determining the Affordable Housing In-Lieu Fee is included as Attachment 2, and the Resolution approving the Non-Residential Development Affordable Housing Impact Fee is included as Attachment 4.

Analysis

The following is an overview of the proposed amendments to the Inclusionary Zoning Regulations, Affordable Housing In-Lieu Fee, and the Non-residential Development Affordable Housing Impact Fee. The proposed amendments align the economics of developing affordable housing and the efforts of the City Council to prioritize the collection of fees that can be leveraged to facilitate the production of lower income units to satisfy the City's Regional Housing Need Allocation (RHNA) while providing on-site units.

Inclusionary Zoning Requirements

The proposed amendments to the Inclusionary Zoning Regulations (IZR) in the Dublin Municipal Code (Chapter 8.68) create separate regulations for ownership and rental developments. The threshold for projects subject to the IZR would be reduced from 20 units to 10 units. The proposed allocation of affordable ownership units remains unchanged. However, the allocation of affordable rental units is proposed to focus on low-income households. Table 1 summarizes these proposed regulations.

Table 1. Ownership and Rental Policy Recommendations

	Project Size Threshold	Overall Affordability Requirement	Very Low	Low	Moderate
Ownership	10 Units	12.5%	0%	40%	60%
Rental	10 Units	10%	0%	100%	0%

The IZR (Section 8.68.020.E) requires resale controls to ensure that affordable ownership units remain affordable for a total of 55 years. Staff proposes to amend the regulations to reset the 55-year period with each transfer of ownership of future for sale units created through the inclusionary program.

The implementation procedures for the IZR include selection criteria that provide for the use of preference points by the developer upon the initial sale of units (Section 8.68.050.D). Staff is proposing to amend this section to require the use of preference points with the resale of ownership units.

The draft Ordinance approving the amendments to the Inclusionary Zoning Regulations is included as Attachment 1. Please refer to Attachment 6 for the proposed amendments in redline format where underlined text is proposed to be added and text with a ~~strikethrough~~ is proposed to be deleted.

Affordable Housing In-Lieu Fee

The proposed Affordable Housing In-Lieu Fee would be assessed on a per-square-foot basis for each market-rate unit produced. The proposed fee is based on the Affordable Housing In-Lieu Fee Feasibility Study and rounded to the nearest dollar. This fee is reflective of the cost to produce affordable ownership and rental units. The proposed fee would be set at $9/square foot and adjusted annually based on an inflationary index. The proposed fee is equivalent to approximately $400,000 per affordable ownership unit and $237,000 per rental unit. The Resolution to approve the proposed Affordable Housing In-Lieu Fee is included as Attachment 2.

Non-Residential Development Affordable Housing Impact Fee
The DMC (Chapter 7.86) established the authority for the City to impose a Non-Residential Development Affordable Housing Impact Fee, also known as a "Commercial Linkage Fee". This fee is based on a nexus between non-residential development and the need it generates for affordable housing. The fee was first adopted by the City Council in 2005 (Resolution 70-05) and is adjusted annually based on an inflationary index. The amount was set to ensure that it does not overburden the economic development priorities set by the City Council. New non-residential development is assessed this fee on a per-square-foot basis at the time a building permit is issued.

On September 19, 2023, the City Council directed Staff to retain the existing fee structure with an inflationary index but combine Research & Development and Office uses into a single category and set the fee at $1.39 per square foot. Additionally, the names of the land use categories have been updated to be consistent with the Nexus Study and current industry terminology. The remainder of the program is unchanged. The Resolution adopting the Non-Residential Development Affordable Housing Impact Fee is included as Attachment 4.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as the amendments would not result in any physical changes and it can be seen with certainty that the amendments would not have a significant effect on the environment.

PLANNING COMMISSION REVIEW:

On December 12, 2023, the Planning Commission held a public hearing to consider the proposed amendments to the Inclusionary Zoning Regulations and make a recommendation to the City Council. Following the public hearing, the Planning Commission unanimously adopted Resolution No. 23-12 (Attachment 9), recommending the City Council approve the proposed amendments. The Planning Commission further recommended periodic review of the Inclusionary Zoning Regulations.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Housing Affordability

Objective 2b: Ensure the City's inclusionary zoning regulations incentivize targeted housing production.
Objective 2c: Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a public notice was published in the *East Bay Times* ten days prior to the hearing and again five days prior to the hearing, posted at several locations throughout the City, and sent to interested parties notifying the community of the City Council's consideration of the proposed amendments to the Inclusionary Zoning Regulations, Affordable Housing In-Lieu Fee, and the Non-Residential Development Affordable Housing Impact Fee. The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations)
2) Resolution Establishing the Methodology for Determining the Affordable Housing In-Lieu Fee for Future Residential Units Subject to the City of Dublin Inclusionary Zoning Regulations
3) Exhibit A to the Resolution - Inclusionary Housing Feasibility Report dated December 7, 2023
4) Resolution Approving the Non-Residential Development Affordable Housing Impact Fees
5) Exhibit A to the Resolution - Commercial Linkage Fee Nexus Study dated October 27, 2023
6) Redlined Version of Amendment to Inclusionary Zoning Regulations
7) City Council Staff Report dated August 15, 2023
8) City Council Staff Report dated September 19, 2023
9) Planning Commission Resolution 23-12 Recommending City Council Approval of Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations)

STAFF REPORT
CITY COUNCIL

Agenda Item 3.1

DATE: March 19, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Inclusionary Zoning and Affordable Housing In-Lieu Fee Study Session
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

On January 9, 2024, the City Council held a public hearing to consider amendments to the Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee. At the conclusion of that public hearing the City Council directed Staff to return at a future meeting with additional information and analysis regarding increasing the inclusionary zoning requirement to 15%; increasing the in-lieu fee; differentiating the affordable housing requirements for different ownership product types; the impact of interest rate fluctuations; and a projection of in-lieu fee revenue. The City Council will hold a Study Session and receive a presentation with this information. No formal action will be taken by the City Council at this Study Session.

STAFF RECOMMENDATION:

Receive a presentation and provide feedback and direction regarding amendments to the Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee program.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
The City's Two-Year Strategic Plan includes Strategy 2: Housing Affordability, which incorporates the following two Objectives:

- Objective 2B: Ensure the City's inclusionary zoning regulations incentivize targeted housing production; and
- Objective 2C: Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing.

Staff and the City's consultant, Economic and Planning Systems (EPS), prepared an Affordable Housing In-Lieu Fee Feasibility Study and a Commercial Linkage Fee Nexus Study. As directed by the City Council, these studies analyzed and assessed the targeted housing production and fees, and provided a housing market analysis to ensure that Dublin remains competitive for both housing and commercial development, while ensuring the availability of affordable housing.

The City Council received an informational report on these efforts on August 15, 2023, and provided feedback and direction regarding updates to these programs. On September 19, 2023, the City Council received another informational report and directed Staff to prepare updates to the Inclusionary Zoning Regulations, Affordable Housing In-Lieu Fee, and Non-Residential Development Affordable Housing Impact Fee which is also referred to as a "Commercial Linkage Fee".

The City Council's direction included amendments which prioritize the collection of fees that can be leveraged to facilitate the production of lower income units to satisfy the City's Regional Housing Needs Allocation (RHNA) while providing on-site units where feasible. Staff prepared amendments to these programs that align with the priorities set by the City Council.

On December 12, 2023, the Planning Commission held a public hearing and unanimously recommended approval of the proposed amendments to the Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee. On January 9, 2024, the City Council held a public hearing to consider the proposed amendments to the Inclusionary Zoning Regulations, Affordable Housing In-Lieu Fee, and Non-Residential Development Affordable Housing Impact Fee (Attachment 1). At the conclusion of the public hearing the City Council directed Staff to return at a future meeting with additional information and analysis regarding the Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee.

At this Study Session, the City Council will receive a presentation by Staff and EPS addressing the following information as requested by the City Council:

- Evaluate increasing the inclusionary zoning requirement to 15%.
- Evaluate further increasing the proposed Affordable Housing In-Lieu Fee.
- Present options to differentiate the affordable housing requirements and in-lieu fee for the different ownership product types (i.e., condominiums, townhomes, and single-family homes).
- Demonstrate how interest rate fluctuations impact the inclusionary zoning and in-lieu fee recommendations.
- Provide a projection of the Affordable Housing In-Lieu Fee revenue.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Housing Affordability
Objective 2B: Ensure the City's inclusionary zoning regulations incentivize targeted housing production.
Objective 2C: Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing.

ENVIRONMENTAL REVIEW:

The City Council is holding a Study Session on the Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee, and no formal action will be taken at this time. The Study Session is not subject to the requirements of the California Environmental Quality Act (CEQA) as it does not have the potential to result in a direct physical change in the environment or a reasonably foreseeable indirect change in the environment and, thus, does not meet the definition of a project under CEQA Guidelines Section 15378.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A public notice is not required for the City Council to hold a Study Session. The City Council Agenda was posted.

ATTACHMENTS:

1) City Council Staff Report dated January 9, 2024 (without attachments)

Inclusionary Zoning Regulations (IZR) and associated In-Lieu and Impact Fees

City Council

June 4, 2024

DUBLIN
CALIFORNIA

Background

- January 9, 2024: City Council reviewed the IZR and associated In-Lieu and Impact Fees and directed staff to do more analysis
- March 19, 2024: City Council held a study session to review the additional analysis and directed staff to make further amendments to the IZR
- May 14, 2024: Planning Commission unanimously made a recommendation to City Council to approve the amended IZR

Changes Requested to IZR on March 2024

Ownership Units

- Increase the Affordable Housing requirement to 15%
- Remove higher density condominium units to 10% and include them with Rental Units

Rental Units

- Include higher density for-sale condominium units (minimum density of 30 units per acre)

Changes to IZR since March 2024

Section 8.68.020 Definitions

- Added Subsection C which adds the definition for Condominium

Section 8.68.030 General Requirements

- Updated Subsection A to include Condominiums of 30+ units per acre

Section 8.68.030 General Requirements

- Updated Subsection B to include Condominiums with less than 30 units per acre, and to reflect the new IZR Requirement of 15% for Ownership (for-sale) Units

Inclusionary Zoning Regulations (IZR)

- Current IZR

Project Size Threshold	Overall Inclusionary Requirement	Income Targets (Ownership)	Income Targets (Rental)	Must Build Requirement
20+ Units	12.5%	60% Moderate 40% Low	50% Moderate 20% Low 30% Very Low	60% of Inclusionary Requirement

- Proposed IZR

Unit Type	Project Size Threshold	Overall Affordability Requirement	Income Targets Very Low	Income Targets Low	Income Targets Moderate	Must Build Requirement
Ownership	10+ Units	15%	0%	40%	60%	60% of IZR
Rental & Condominium*	10+ Units	10%	0%	100%	0%	60% of IZR

*Includes high density for-sale condominiums with a minimum density of 30 dwelling units per acre

Changes to Affordable Housing In-Lieu Fee

Ownership (for-sale) Units

- Fees based on market-rate units built
- Fee set at $15 per square-foot for each market-rate unit
- Excludes high density condominiums (density of 30+ units per acre)
- Includes low density condominiums (density of less than 30 units per acre)

Rental & Condominium Units

- Fees based on market-rate units built
- Fee set at $9 per square-foot for each market-rate unit
- Includes high density condominiums (density of 30+ units per acre)

In-Lieu Fee Calculation

- Based on a hypothetical 100-unit project:

Proposed Rental Fee
1,100 s.f. unit

- 10% Inclusionary Requirement
- 60% Must Build (6 units)
- 40% Fee out Option (4 units)
- Fees based on 94 market-rate units built
- $9 per square foot fee

94 x $9 x 1,100 = $930,600

Proposed Ownership Fee
2, 400 s.f. unit

- 15% Inclusionary Requirement
- 60% Must Build (9 units)
- 40% Fee out Option (6 units)
- Fees based on 91 market-rate units built
- $15 per square foot fee

91 x $15 x 2,400= $3,276,000

Changes to Non-Residential Development Affordable Housing Impact Fee

- Retain existing fee structure
- Combine Research & Development and Office category
  - Fee set at $1.39 per square foot (average of the two categories)
- Updated the names of the land use categories

Recommendation

Conduct the public hearing, deliberate, and take the following actions:

1) Waive the reading and INTRODUCE the **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.68 (Inclusionary Zoning Regulations);
2) Adopt the **Resolution** Establishing the Methodology for Determining the Affordable Housing In-Lieu Fee for Future Residential Units Subject to the City of Dublin Inclusionary Zoning Regulations; and
3) Adopt the **Resolution** Approving the Non-Residential Development Affordable Housing Impact Fees.

Questions

Any questions?

Agenda Item 6.2

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Proposed Budget for Fiscal Years 2024-25 and 2025-26
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will consider approval of the Proposed Budget for Fiscal Years 2024-25 and 2025-26 and related salary plans.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the following: 1) **Resolution** Adopting a Budget for the City of Dublin for Fiscal Year 2024-25; 2) **Resolution** Establishing a Salary Plan for Full-Time Personnel in Accordance with the Personnel Rules; 3) **Resolution** Establishing a Salary Plan for Management Positions Exempt from Competitive Service; and 4) **Resolution** Amending the Classification Plan.

FINANCIAL IMPACT:

The Proposed Budget includes citywide revenues of $156.9 million in Fiscal Year 2024-25 and $162.3 million in Fiscal Year 2025-26 for governmental and internal service funds combined. Expenditure proposals total $129.7 million and $133.0 million in Fiscal Years 2024-25 and 2025-26, respectively. The total citywide fund balance is projected at $333.6 million and $338.3 million in Fiscal Years 2024-25 and 2025-26, respectively.

The Proposed General Fund Budget is in a surplus position each year, with a projected addition to reserves (after transfers out) of $11.8 million in the first year, and $3.5 million in the second year.

All fund balances are projected in the positive, except for grant funds, which are reimbursed after expenditures are incurred, and the Public Facility Fees Fund, due to the timing difference in the collection of fees and the construction of parks and facilities.

DESCRIPTION:

The attached Proposed Budget for Fiscal Years 2024-25 and 2025-26 includes a Transmittal Letter from the City Manager, which provides a discussion of the financial health of the City, the two-year budget, reserve changes, Capital Improvement Program (CIP) appropriations, and factors used in the 10-Year Forecast.

The Proposed Budget document (Attachment 1) is organized as follows:

1. Table of Contents
2. Transmittal Letter - Discussion of the City's overall financial picture
3. Strategic Plan
4. Introductory – History of the City/ organizational chart and description of budget process
5. Funds Structure/Budget Summary - Definition of fund classifications; projection for all funds
6. General Fund Summary - General Fund revenues and expenses
7. Departments - Departmental projections, including accomplishments and goals
8. Capital Improvement Projects (CIP) - Summary of CIP appropriations for Fiscal Years 2024-25 and 2025-26, with funding sources
9. Proprietary Funds - Internal Service Fund projections
10. Fiduciary Funds - Projections in funds for which the City is a fiscal agent
11. Addendum - Historical revenue information, Human Services grants, and Position Allocation Plan, Gann Limit, and Demographics.

While the document contains CIP appropriations for Fiscal Years 2024-25 and 2025-26, the full 2024-2029 CIP proposal is presented in a separate document and adopted by the City Council separately at a public hearing on tonight's agenda. Any changes made by the City Council during that public hearing will be incorporated into the final adopted budget.

STRATEGIC PLAN INITIATIVE:

The Proposed Budget reflects priorities established in the City's Two-Year Strategic Plan.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A Budget Hearing Notice was posted on May 24, 2024 and the City Council Agenda was posted.

ATTACHMENTS:

1) Proposed Budget Fiscal Years 2024-25 and 2025-26
2) Resolution Adopting a Budget for the City of Dublin for Fiscal Year 2024-25
3) Resolution Establishing a Salary Plan for Full-Time Personnel in Accordance with the Personnel Rules
4) Resolution Establishing a Salary Plan for Management Positions Exempt from Competitive Service
5) Resolution Amending the Classification Plan

6) Exhibit A to the Resolution – Economic Development Manager Job Description

City of Dublin
Digital Budget Book

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INTRODUCTION

City of Dublin
CALIFORNIA

PROPOSED BUDGET
Fiscal Years 2024-25 and 2025-26

Elected Officials and City Staff

Elected Officials

Dr. Sherry Hu - Mayor Pro Tempore
Jean Josey - Council Member
Michael McCorriston - Council Member
Kashef Qaadri - Council Member

City Executive Staff

Linda Smith - City Manager
John Bakker - City Attorney
Colleen Tribby - Assistant City Manager
Hazel Wetherford - Deputy City Manager
Andrew Russell - Public Works Director
Bonnie Terra - Fire Marshall
Jackie Dwyer - Parks and Community Services Director
Jay Baksa - Finance Director
Jeff Baker - Community Development Director
Marsha Moore - City Clerk
Nate Schmidt - Police Chief
Sarah Monnastes - Human Resources Director
Steve Windsor - Chief Information Security Officer

Budget Development Team

Jay Baksa - Finance Director
Wendy Lam - Accounting Manager
Christopher Rhoades - Financial Analyst
Darlynn Haas - Management Analyst

CITY MANAGER TRANSMITTAL LETTER

City of Dublin

June 4, 2024

Honorable Mayor Pro Tempore and City Council Members:

I hereby submit to you the City of Dublin's Fiscal Year 2024-25 and 2025-26 Budget, covering the beginning of a new two-year budget cycle.

For the past 10 years, there have been three primary goals of the budget cycle: 1) Fully fund current City operations; 2) Continue funding future capital projects through the setting aside of specific reserves; and 3) Maintain adequate operating reserves over the long term. The short-term action items detailed in this letter, and planned for in the budget numbers, support these three goals and are in line with the City Council's recently adopted Two-Year Strategic Plan.

This Budget is a comprehensive document, including fund summaries, revenue and expenditure summaries, position allocations, and illustrative charts and graphs that present the City's financial plan in a clear and transparent manner. A new component of this budget is the inclusion of performance measures for certain departments, which tie City activities to measurable outcomes. Behind all the numbers is the City's plan to continue delivering a high level of service to the community while planning for the long-term financial stability of the City.

Budget-In-Brief: Key Issues

Executive Summary

Economic Outlook

The Fiscal Year 2024-25 and FY 2025-26 Budget is reflective of many of the same economic conditions as seen over the past 18 months. High inflation and supply constraints have led to an increase in costs, but inflation has been moving in the right direction and supply constraints continue to improve, leading economists to believe the inflation rate in the United States has peaked. While there is still some economic uncertainty, staff and the City's consultants anticipate conditions will improve to the point that the Federal Reserve will begin to lower interest rate in the latter part of 2024, which is expected to stimulate economic growth heading into 2025.

Budget Overview

The Budget includes citywide revenues[1] of $156.9 million in Fiscal Year 2024-25 and $162.3 million in Fiscal Year 2025-26. Expenditure[2] proposals total $129.7 million and $133.0 million in Fiscal Years 2024-25 and 2025-26, respectively. The total citywide fund balance is projected at $333.6 million, and $338.3 million in Fiscal Years 2024-25 and 2025-26, respectively. All fund balances are budgeted in the positive, except for grant funds, which are reimbursed after expenditures are incurred, and the Public Facility Fees Fund due to the timing difference in collecting the fees and construction of parks and facilities.

The General Fund Budget is balanced in both years, with a projected addition to reserves (after transfers out) of $11.8 million in the first year and $3.5 million in the second year. Property Tax, the City's largest revenue source, continues to show strong growth in both years due to a combination of an annual increase of 2% to the assessed property value (the maximum allowable by Proposition 13) and an increase in valuation due to home sales and new construction. Sales Tax, the City's second-largest revenue source, is projected to see modest gains in both fiscal years, based on the projected lowering of interest rates, as discussed in the economic outlook. Development Revenue is projected to increase each year based on the timing of development projects either underway or slated to begin. Moreover, the City is continuing to see strong demand for the City's recreational programs and facilities.

On the expenditure side, personnel costs are projected to increase $2.4 million in Fiscal Year 2024-25 as the combined result of additional full-time staff, an increase in retirement and health costs, and an increase in Parks and Community Services seasonal staffing costs. Contracted Services costs (Police, Fire and Maintenance) are projected to increase 3.7% and 3.6% in the first and second year, respectively, which is slightly lower than typical annual increases. Additionally, the City is projecting a 23.1% increase in services and supplies due primarily to higher insurance premiums through PLAN JPA, the City's insurance pool, and for both Police and Fire. This increase is consistent with rates throughout the state, in both the public and private sectors.

Overall, the City heads into this budget cycle in a strong position, but one that will be continually monitored and factored into the City's 10-year forecast.

[1] Govermental Funds and Internal Service Funds. Excludes Transfers In and Fiduciary Funds.
[2] Govermental Funds and Internal Service Funds. Excludes Transfers Out and Fiduciary Funds.

Strategic Planning

Strategic Plan

The Two-Year Strategic Plan sets the overall direction for the City, guiding resources and setting specific objectives to drive City actions, and includes the City's Mission, Vision, and Values. In developing this Plan, the City utilizes a consultant to facilitate the process with the City Council and the City's executive leadership. The consultant interviews each Councilmember to identify individual priorities, which are then consolidated into draft goals by the consultant and executive leadership. Following this, the City Council reviews, prioritizes, and finalizes the consolidated goals and strategies at a Strategic Planning Workshop, which is typically held in February/March. The Two-Year Strategic Plan is then adopted at a subsequent City Council meeting, prior to being incorporated into the City's budget. On April 2, 2024 the City Council adopted its Two-Year Strategic Plan for Fiscal Years 2024-25 and 2025-26. Each quarter, Staff will provide to the City Council an update on the progress being made towards the established goals.

The goals for Fiscal Years 2024-25 and 2025-26 are:

- Economic Development, Small Business Support, and Downtown Dublin
- Public Safety
- Housing Inclusivity and Affordability
- Inclusive and Effective Government
- Long-Term Infrastructure and Sustainability Investments

Short-Term Priorities and Factors

The following is a summary of certain short-term priorities, driven by the Two-Year Strategic Plan, which have budgetary impacts and are addressed in this two-year budget.

Long Term Infrastructure Maintenance and Reinvestment
As the City transitions to a largely built-out community, and as City infrastructure continues to age, Staff is planning for increased maintenance costs and more frequent replacement of assets. Accordingly, the Fiscal Years 2024-25 and 2025-26 Budget includes funding for the following:

- $2.0 million General Fund contribution in each fiscal year to the Internal Service Funds for facility replacement. These funds will be utilized in future years for the replacement of City assets, which include park structures, facilities, and equipment at City facilities, including at The Wave.

- $4.5 million annually for pavement management, including an estimated $8.8 million total General Fund contribution in the new Five-Year Capital Improvement Program.

The new Five-Year Capital Improvement Program also includes several major street improvements, which requires $39.3 million in funding over the next five years.
- $11,200,000 – Dublin Boulevard Extension – Fallon Road to North Canyons Parkway
- $4,316,320 - Golden Gate Drive Intersection Improvements
- $23,800,000 - Village Parkway Reconstruction

Additionally, the Budget includes the strategic use of Internal Service Funds previously set aside to address maintenance and replacement issues through the Capital Improvement Program. This includes $17.85 million in Internal Service funding for the following projects:
- Dublin Sports Grounds Rehabilitation - $3,650,000
- Fallon Sports Park – Artificial Turf Field Replacement - $2,250,000
- Sports Court Resurfacing - $1,100,000
- Wave Pool Replastering - $2,000,000
- Shannon Center – Pre-school Play Yard - $200,000
- Library Tenant Improvements - $2,000,000
- Civic Center Elevator Modernization - $900,000
- Civic Center Exterior Glazing, Sealing & Painting - $4,250,000
- Citywide Energy Improvements - $1,500,000

Lastly, to address the strategic objectives of *Housing Inclusivity and Affordability*, the budget includes $320,000 in First-Time Homebuyer loans funds in each fiscal year. In the area of *Public Safety*, the budget includes $265,000 for the "Drone as a First Responder" program.

Fiscal Year 2024-25 Budget: The Details

OPERATING REVENUES

Citywide revenues total $156.9 million in Fiscal Year 2024-25 (including internal service funds, excluding transfers in and Fiduciary Funds), representing an increase of $1.1 million from the Fiscal Year 2023-24 Amended Budget.

Total General Fund revenues are budgeted at $128.2 million, an increase of $6.4 million over the Fiscal Year 2023-24 Amended Budget.

Highlights:

- Property Taxes and Sales Taxes are the City's largest ongoing revenue sources, accounting for 73% of total General Fund revenues in FY 2024-25.
- General Fund revenues are projected to increase by $6.4 million, due to the net impact of strong growth in Property Taxes and Development revenue, which is also projecting strong growth based on the timing of upcoming development projects.
- Sales Tax revenue is projected to grow modestly over the next year, as economists continue to monitor the actions of the Federal Reserve Bank. It is anticipated that the interest rate reductions and the decrease in borrowing costs will help Sales Tax revenue, especially in the second half of the fiscal year.
- Use of Money and Property is projected to increase by $1.3 million due to interest earnings on all City funds, reflecting the current high-interest-rate environment.

OPERATING EXPENDITURES

The Fiscal Year 2024-25 Budget totals $129.7 million in all funds (including Internal Service Fund purchases, excluding transfers out and Fiduciary Funds). This is made up of operating appropriations of $124.1 million, and $5.6 million in Internal Service Fund costs primarily for equipment purchases and Information Technology funding.

The Fiscal Year 2024-25 General Fund operating budget, excluding transfers to capital improvement projects, totals $109.3 million, and is in a surplus position, with ongoing revenues covering ongoing expenditures by $18.9 million. Departmental expenditure budgets are adjusted each year in a relatively consistent manner based on contract terms, consumer price index (CPI) adjustments, or other known factors, (i.e. onetime projects, increase in development projects or increase in insurance rates).

Examples are:

- Personnel costs are driven by salaries and benefits as approved by the City Council. Pension rates are set by CalPERS.
- Services and Supplies remain generally static across departments. The increase in Fiscal Year 2024-25 is due to higher insurance premiums.
- Capital Outlay budgets remain generally static across departments, unless there are one-time planned purchases. The Fiscal Year 2024-25 Budget includes $869,000 for such purchases, an increase of $326,388 from the current Amended Budget.

Highlights:

<u>Personnel</u>

The two-year Budget reflects an updated position allocation plan, projected salaries, health rates, and retirement benefits. Total General Fund personnel costs are projected to increase $2.4 million (12.3%) in the first year and $0.9 million (4.1%) in the second year. This is due to multiple factors, including the addition of an Associate Civil Engineer in the Public Works Department and a Senior Code Enforcement Officer in Community Development, full-year funding for the Management Fellow added in Fiscal Year 2023-24, the

transfer of one position from the Information Technology Fund to the General Fund, the addition of the Economic Development Manager classification, an increase in seasonal staffing costs, and an increase in retirement and health costs.

Contracted Services Costs

The City contracts for public safety (Police and Fire), maintenance, development, and other miscellaneous services. In Fiscal Years 2024-25 and 2025-26, total contract services make up 62% of the overall General Fund expenditure budget. Public Safety contract costs make up 41% of the total General Fund operating budget.

The following table shows changes to contracted services costs in the General Fund, with details shown in the General Fund Section of this document.

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Police Services	$23,229,610	$24,835,923	$24,927,246	$25,800,327	$26,639,050
Fire Services	$15,223,132	$16,243,430	$16,243,430	$17,884,678	$19,058,872
Maintenance Services (MCE)	$7,149,032	$7,925,056	$8,036,896	$8,932,859	$9,289,345
Development	$3,360,003	$3,606,108	$3,992,132	$3,606,004	$3,706,439
Other Contracted Services	$8,039,468	$10,167,906	$11,911,413	$11,351,711	$11,281,984
Total General Fund Contracted Services	**$57,001,245**	**$62,778,423**	**$65,111,116**	**$67,575,579**	**$69,975,690**

RESERVES

Total General Fund reserves are projected at $215.9 million at the end of Fiscal Year 2024-25, an increase of $11.8 million over Fiscal Year 2023-24, mainly due to a projected operating surplus which is partially offset by the use of the General Fund for capital improvement projects. The unassigned/available cash reserve is projected at $67.6 million, before any designation by the City Council to specific Committed reserves, and before Staff completes the necessary accounting adjustments to reserves at the end of the current fiscal year. The City Council will make reserve designations during the June 18, 2024 City Council meeting.

2024-2029 Capital Improvement Program

The 2024-2029 Capital Improvement Program (CIP) totals $104,891,317 million over the five-year period. General Fund contributions for the CIP period is $26.7 million, as shown in the following table:

CIP Expenses, All Funds

	2024-25	2025-26	2026-27	2027-28	2028-29	Five-Year Total
Financing						
General Fund	$5,097,023	$15,551,900	$2,357,500	$1,850,000	$1,850,000	**$26,706,423**
Internal Service Funds	$7,621,000	$2,277,000	$650,000	$2,600,000	$5,350,000	**$18,498,000**
Public Art Fund	$500,000	$300,000	$250,000			**$1,050,000**
Public Facility Fees	$1,563,505	$2,490,941				**$4,054,446**
Special Revenue Funds	$7,221,374	$3,840,100	$4,842,000	$3,442,000	$3,442,000	**$22,787,474**
Traffic Impact Fees	$816,320					**$816,320**
Other	$12,200,000					**$12,200,000**
Unidentified		$4,978,654	$7,800,000	$6,000,000		**$18,778,654**
TOTAL Financing	**$35,019,222**	**$29,438,595**	**$15,899,500**	**$13,892,000**	**$10,642,000**	**$104,891,317**

Capital Projects - New Funding

Highlights:

Below is a list of projects with new funding of over $1.0 million in the next five years, with the funding sources indicated. The cost listed does not include existing budgets in Fiscal Year 2023-24. Those details can be found in the separate CIP document.

General Improvements

- Citywide Energy Improvements - $2.5 Million (General Fund, Internal Service Funds – Facilities)
- Civic Center, Exterior Glazing, Sealing and Painting - $4.25 Million (Internal Service Funds – Facilities)
- Facilities Parking Lot Resurfacing - $1.0 Million (General Fund)
- Library Tenant Improvements - $2.0 Million (Internal Service Funds – Facilities)
- Resiliency and Disaster Preparedness Improvements - $1.65 Million (General Fund)
- Wave Pool Replastering - $2.0 Million (Internal Service Funds – Facilities)

Parks

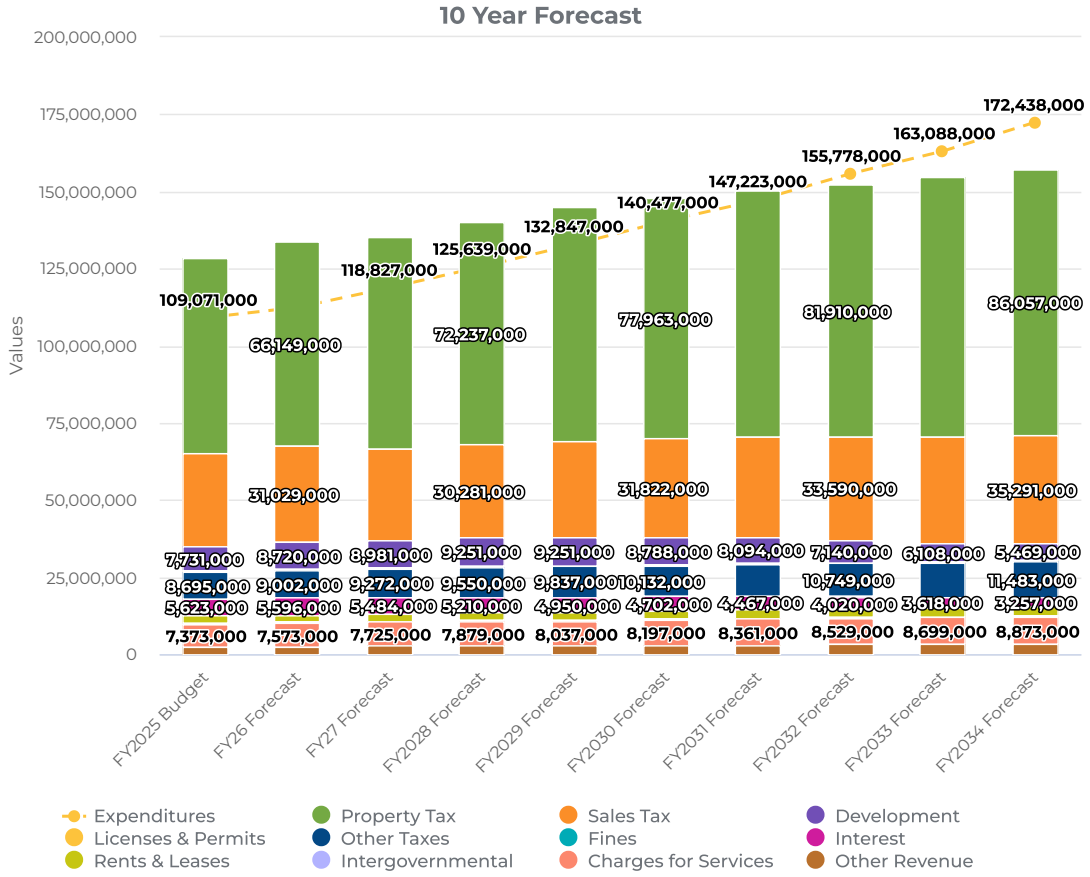
- Dublin Sports Grounds - $3.65 Million - (Internal Service Funds – Facilities)
- Fallon Sports Park – Artificial Turf Field Replacement - $2.25 Million - (Internal Service Funds – Facilities)
- Iron Horse Nature Park and Open Space - $6.7 Million (Public Facilities Fees, Unidentified)
- Kolb Park Renovation - $2.45 Million (General Fund)
- Sports Courts Resurfacing - $1.1 Million (Internal Service Funds – Facilities)

Streets

- Annual Street Resurfacing: $22.5 Million (Special Revenue Funds/General Fund)
- Citywide Bicycle and Pedestrian Improvements: $4.78 Million (General Fund, Special Revenue Funds, Traffic Impact Fees)
- Dublin Boulevard Extension: $11.2 Million (Other - Tri-Valley Transportation Development Fee)
- Golden Gate Drive Intersection Improvements at Dublin Boulevard and St. Patrick Way: - $4.31 Million (Traffic Impact Fees, Unidentified and Special Revenue Funds)
- Tassajara Road Realignment and Widening: $1 Million (Other - Tri-Valley Transportation Development Fee)
- Village Parkway Reconstruction - $23.8 Million (General Fund, Special Revenue Funds, Unidentified)

10-Year General Fund Forecast

As discussed with the City Council during the April 16th meeting, the updated 10-Year Forecast projects a General Fund deficit by Fiscal Year 2031-32, using conservative assumptions about the City's major revenue and expenditure categories, as illustrated in the table below.



10-Year General Fund Assumptions

In developing the Forecast, Staff continued the practice of conservatively projecting revenues and growing expenditures using historical information. While predicting economic health in the long term is challenging, Staff believes the forecast is a fair representation of the City's potential financial future. The following are the assumptions used in the Forecast.

REVENUES

Property Tax

- Years 3-5: Between 3.75% - 5.25% growth annually based on estimates provided by the City's Property Tax consultant, which includes the following assumptions:
  - CPI adjustment: 2% increase (the maximum allowed) throughout the forecast.
  - Transfer of ownership: growth based on historical averages.
  - Prop 8 recapture: minimal increase due to large Prop 8 recapture already occurring.
- Years 5-10: 2.5% growth annually.

Sales Tax

- 2.5% growth annually.
- Reduction of $2.5 million starting in FY 2026-27. In December of 2023 the City was notified of an accounting change directed by the State that reallocated certain auto sales, resulting in an increase of $2.5 million to Dublin. Staff recommends treating this revenue as one-time in nature.
- All sharing agreements have been factored in.

Development Revenues

- Based on development project projections.
- Steady declines beginning in year 4 through year 10 as the community nears build-out.

Charges for Services

- 2% growth annually as an inflationary factor.

Interest

- Decrease beginning in Year 3, with further decreases annually as the City spends General Fund Reserves and as interest rates decrease.

All Other Revenue

- 0% - 3% growth annually.

EXPENDITURES

Personnel

- No new positions.
- COLA: up to 3.5% annually.
- Benefit increases of 5% to retirement and health care.

Services and Supplies

- 2% increase per year as an inflationary factor.

Internal Services Funds

- 10% annually to build up balances for future maintenance needs.

Contracted Services

- Annual increase of 6% across the board for all contract services.

Utilities

- Annual increase of 4%.

Transfers Out/Contributions/Other

- Preventative Maintenance - $2.0 million per year.
- Lease Revenue Bond Early Payoff - $1 million per year to FY 2028-29.
- General Fund Contribution to CIP, based on current CIP projects.
- Additional Officer to be added to Dublin Police Services in each year of the Forecast

OTHER CONSIDERATIONS

It should be noted that, while conservative assumptions have been used in the City's major revenue categories, a full recession is not included in the 10-year period**.** While it is difficult to project what impact a recession might have on the City's finances, Staff assumes that a major downturn (using the same impacts as the recession of 2009) could result in a loss of 15% in Sales Tax revenue in the first year and a loss of 4.4% in Property Tax revenue in the second. Using the current budget, this equates to a loss of $7.1 million.

Revenue	FY23-24 Amended Budget	Percentage Lost	Revenue Lost
Sales Tax	$29,995,900	15.0%	$4,499,385
Property Tax	$59,896,000	4.4%	$2,635,424
Total	**$89,891,900**		**$7,134,809**

Conclusion

The Fiscal Years 2024-25 and 2025-26 Budget reflects the City's commitment to providing an excellent level of service to the community and taking care of its aging facilities. With the City Council's guidance, we have been able to continue to fully fund City operations, open new parks and facilities, invest in public safety and new technology, and make progress on major capital improvements, all while supplementing the City's reserves to maintain long-term financial stability. Because of our conservative approach to budgeting and forecasting, as well as the proactive actions we have taken to address unfunded liabilities, energy costs, and asset replacement funds, the City remains positioned for a healthy future.

I want to thank the City Council for its continued leadership during this budget cycle and throughout the year, and the staff for their dedication to this community. I look forward to more great things to come in the City of Dublin.

Respectfully,

Linda Smith
City Manager

Mission, Vision, and Values

Adopted on April 2, 2024 for Fiscal Years 2024-25 & 2025-26 (updated every two years)

Mission

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

Vision

Dublin is a great community to live, work, and raise a family.

Values

- **Business** – We will provide a full spectrum of opportunity by supporting current and prospective businesses through ongoing economic development efforts and helping them grow and thrive locally.
- **Customer Service** – We will provide welcoming, excellent customer services to our residents and businesses at all times.
- **Diversity** – We will support a wide range of programs and events that reflect and cater to the diversity of our residents.
- **Environmental Sustainability** – We will continue to lead in building a well-planned sustainable community and protecting our natural resources.
- **Equity** – We will deliver our services in a way that ensures equitable access to all.
- **Finances** – We will strive to be fiscally transparent and balance our budgets annually.
- **History** – We will honor our history through places and programs that remind people of our beginnings.
- **Inclusivity** – We will advocate for programs and policies that support inclusive access to housing and cultural opportunities.
- **Innovation** – We will continue to innovate in every aspect of government and promote innovation within the business community.
- **Living an Active Lifestyle** – We will continuously promote an active lifestyle through our parks and facilities and encourage participation in local sports.
- **Safety** – We are dedicated to excellent public safety resources, including police and fire.

City of Dublin Two-Year Strategic Plan

Strategy
1. Economic Development, Small Business Support, and Downtown Dublin
Strategic Objectives:
1A. Support the implementation of the 2024 Economic Development Strategy, including pursuing growth industries.
1B. Work with ARA and Hines on the development of the Dublin Commons project, including associated public improvements, relocation of tenants, development agreement and appropriate incentives to effectuate physical changes to the area, as well as support for small businesses.
1C. Continue supporting the Fallon-East Economic Development Zone and associated agreements that effectuate the construction of the Dublin Blvd. Extension.
1D. Continue to evaluate and implement small business programs that provide financial assistance, business development, permit processing, and support services to the community.
2. Public Safety
Strategic Objectives:
2A. Work with County officials on Santa Rita Jail release procedures and services to improve the safety of adjacent neighborhoods.
2B. Continue to invest in public safety technology and programs that advance proactive, community policing and protect citizens and law enforcement.
2C. Establish a Business Watch program to collaboratively address commercial theft.
2D. Work with Alameda County Fire on upgrades to fire stations to improve safety and efficiency of operations.
2E. Develop a more comprehensive security infrastructure for City facilities, including video surveillance, building access and improvements, and alarm systems.
3. Housing Inclusivity and Affordability
Strategic Objectives:
3A. Implement the goals, policies, and programs in the 2023-2031 Housing Element.
3B. Support efforts to produce housing affordable at all levels of income.
3C. Support programs that facilitate homeownership such as the First-Time Home Buyer Loan Program
3D. Support development of housing types to support essential workers, younger buyers, and seniors.
3E. Support efforts to address housing for special needs communities.
4. Inclusive and Effective Government
Strategic Objectives:
4A. Set reserves aside for major infrastructure investments which are key to the City's economic future.
4B. Develop policies and procedures to address transition to District-based elected officials.
4C. Implement DEI Action Plan and continue to use a diversity, equity, and inclusion lens in organizational development and programming.
4D. Conduct ongoing outreach and garner feedback on services and programs to meet the community's needs.
4E. Evaluate ways to increase transparency in finance, policing, and development and infrastructure projects.
4F. Continue proactive evaluation of policies and procedures and ensure cybersecurity infrastructure and practices are sufficient to protect the City's assets.
5. Long-Term Infrastructure and Sustainability Investments
Strategic Objectives:
5A. Continue to explore funding mechanisms for capital and ongoing maintenance needs.

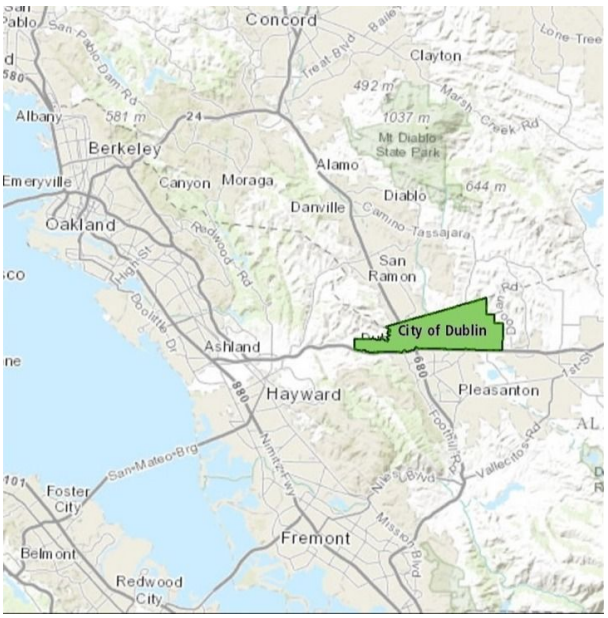
5B. Focus on major street improvements to assist in improving safety and traffic movement, including Village Parkway, Tassajara Road, and the Dublin Boulevard extension.
5C. Continue to make progress on the Climate Action Plan and sustainable operations.
5D. Evaluate options for a sustainable pavement management program.
5E. Evaluate use of General Fund reserves to address asset replacement needs.

City of Dublin Profile

Overview

The City of Dublin is in the East Bay of the San Francisco Bay Area and is approximately 30 miles east of San Francisco and approximately 30 miles northeast of the Silicon Valley. According to the California Department of Finance, the population in the City of Dublin is 68,803 excluding group quarters (4,114), as of January 2024.

The City of Dublin was incorporated in 1982 and in 2011 was named an "All-America City" by the National Civic League.



Crossroads of the Bay Area

Dublin, California has long been known as the "crossroads" of the Bay Area. Dublin sits at the intersection of two major highways: Interstate 580 and Interstate 680. The significance of its location dates back more than 200 years when Dublin served as the crossroads of two important state routes – one from the Bay Area to Stockton, and the other from Martinez to San Jose. The Alamilla Spring, located in the Dublin area, provided a place for travelers to change horses and freshen up before continuing their journey.

Dublin has a rich history dating back to 1772 when Pedro Fages led an expedition of 16 mounted men on a journey in search of a land route to Drake's Bay, which at that time was called San Francisco Bay. Their return journey brought them through the Amador Valley.

Building a Community in 1835 and Beyond

It was not until 1835 when building began in the area. Jose Maria Amador had been paid in land for his years of service as a Mexican soldier and as administrator of Mission San Jose. He received a land grant of 16,517 acres in the Amador-Livermore Valley. He built many adobe homes and small buildings that were used as shops where his Native American workers made soap, blankets, shoes, farm tools and other products for use on his ranch.

In 1850, Michael Murray and Jeremiah Fallon came to this area from Ireland. They purchased 1,000 acres of land from Jose Amador and built homes for their families. The area began to grow as many people settled in the area. In 1867, Alameda County was created from parts of Contra Costa and Santa Clara counties. Both Murray and Fallon served on the Alameda County Board of Supervisors.

By 1877, the first schoolhouse in the Amador-Livermore Valley was constructed in Dublin, along with a church, two hotels, Green's Store, a wagon and blacksmith shop, and a shoemaker's shop. The Murray Schoolhouse, Green's Store, St. Raymond's Church, and the old Pioneer Cemetery (where members of the Donner Party Expedition are buried) have been preserved and are now located on Donlon Way. Back then, mail was delivered to the Dougherty Station Hotel. Thus, the area became known as Dougherty's Station. Subsequently, the area later became known as Dublin and in 1982, the City was incorporated.

Modern Day

The Tri-Valley area is made up of five cities and towns – Dublin, Livermore, and Pleasanton, along with San Ramon and the Town of Danville located in nearby Contra Costa County. During the past 20 years, the Tri-Valley area has become a place of prosperity, a center for internationally acclaimed business parks, home to some of the world's largest corporations, as well as known for its outstanding schools and variety of housing options.

Over the 40 years, Dublin has emerged as a dynamic, thoughtfully planned community. Home to a wide mix of quality housing and two pedestrian-oriented transit districts, Dublin is poised for continued prosperity. The community has continued to maintain its small-town character and has become increasingly diverse. Its strong business climate, new and high-performing schools, planned neighborhood developments, and award-winning parks and facilities, have contributed to a high quality of life for its residents and businesses.

Employment in Dublin

There are an estimated 40,027 jobs in Dublin with seven industry sectors accounting for the majority of employment. The leading industries in Dublin are[1] [1] Lightcast Q1 2024 Data Set, April 2024:

Industry	%
Government	19%
Health Care and Social Assistance	14%
Accommodation and Food Services	12%
Retail Trade	11%
Educational Services	9%
Other Services (Repair and Maintenance, Personal and Laundry, Professional, etc.)	7%
Professional, Scientific, and Technical Services	5%

With more than 2,100 businesses, Dublin is positioned for a continued healthy job market. The retail market remains strong with more than 95% occupancy. Dublin had a net increase of more than 105 new businesses in 2023, with many new businesses on the horizon for 2024. The commercial and industrial markets also remain strong with occupancy rates over 80% and 72%, respectively.

According to the State Employment Development Department Labor Market Information Division, Dublin has a workforce of 33,900 people, and an unemployment rate of 2.7%, which is lower than Alameda County's 3.2% unemployment rate.[1] [1] Monthly Labor Force Data for Cities and Census Designated Places (CDP) preliminary data for March 2022 . Eighty-three percent (83%) of the labor force are in white-collar jobs. The most common civilian employment sectors for Dublin residents (regardless of the location where they work) are listed in the table below:

Top Workforce Sectors	%
Food Preparation and Serving Related	11%
Healthcare Support	10%
Office and Administrative Support	9%
Management	8%
Sales and Related	8%

The jobs-housing balance in Dublin remains healthy at more than 1.04 jobs per household. Dublin's median household income in 2024 is $193,048, which remains similar to the Tri-Valley as a whole and higher than Alameda County ($138,829) and California overall ($98,977). A listing of top City employers may be found in the Appendix of the Budget document.

The Dublin Community

Schools

The Dublin community is served by the Dublin Unified School District (DUSD). DUSD has seven elementary schools, two middle schools, one TK though 8th grade school, two traditional high schools and one continuation high school, as well as an adult education program.

In addition to the K-12 public school system, Dublin has several private schools, including Valley Christian (K-12), St. Raymond's School (K-8), St. Philip Lutheran (K-8) and Quarry Lane School (K-12). The region is served by the Chabot-Las Positas Community College District and more specifically by Las Positas College just minutes east from Dublin in Livermore.

Parks and Community Services

The City of Dublin is renowned for its parks and recreation facilities. There are 24 neighborhood and community parks and six facilities that serve a variety of needs of the community. The City also boasts a significant open space and trail system for those who walk, run, hike, and bike throughout the community.

The community parks include amenities such as children's play equipment, sports fields and courts, picnic areas, skate parks, swimming pools, splash pads, bocce ball courts, trails, and large grass areas for informal play or sports activities. Community facilities offer opportunities for event space and adult and youth classes and activities. The new Dublin Arts Center is scheduled to open in 2025. As the City continues to develop, additional parks and facilities will be built based on the needs of the Dublin community, guided by the Parks and Recreation Master Plan. Park and facility improvements in Fiscal Years 2024-25 and 2025-26 that will be in design or under construction are Wallis Ranch Community Park, Forest Park, playground replacements at Ted Fairfield, Emerald Glen, Kolb Park, Iron Horse Trail and Nature Park (Phase 1).

In addition to City parks, trails, and facilities, the East Bay Regional Park District operates several parks and open spaces in and around Dublin, including the Dublin Hills Regional Preserve, Tassajara Creek Trail, and the Iron Horse Trail. The District has trails for hiking, horseback riding, water enjoyment, and multiple regional amenities.

Public Transportation

The Dublin community enjoys a variety of transportation options. Dublin has two BART stations that serve ridership in the Tri-Valley and commuters from the Central Valley. The City is served by the Livermore Amador Valley Transportation Authority (LAVTA) which provides *Wheels* bus transportation and connections to Bay Area Rapid Transit (BART), the Altamont Commuter Express (ACE) train, and to the Central Contra Costa Transportation Authority transportation lines.

Structure of Government

City Council – Five Members, Elected at-large

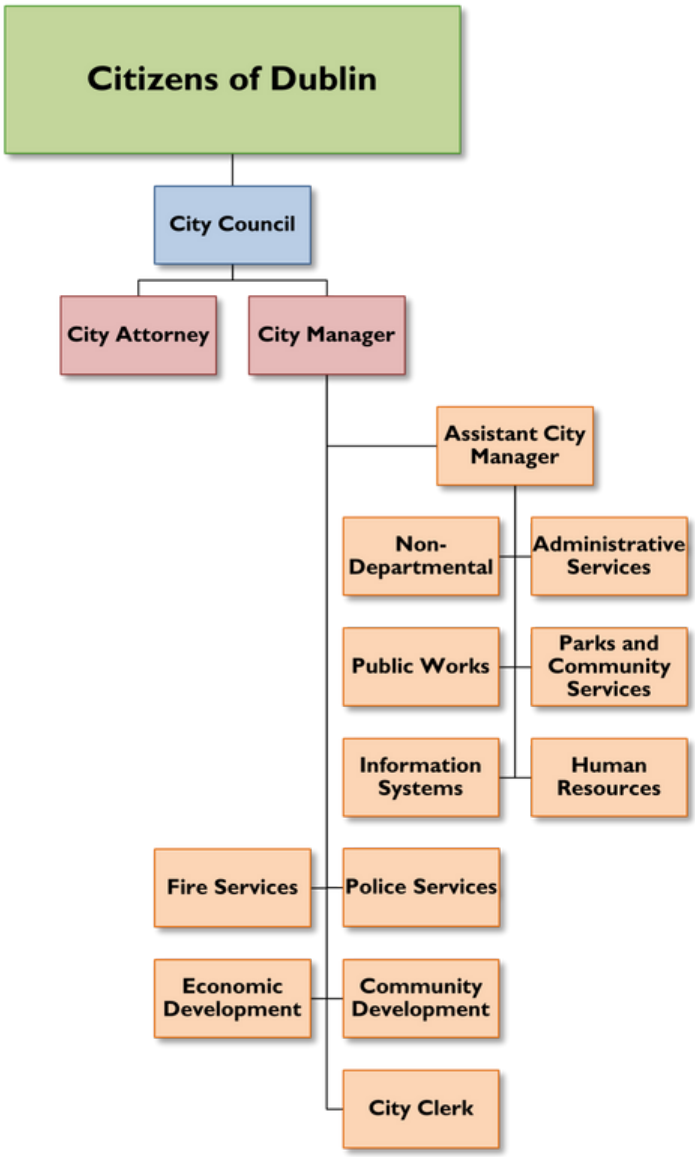
The City of Dublin is a general law city operating under a City Council-City Manager form of government. Councilmembers are currently elected at-large and serve the entire community rather than by district. However, in 2024, the City Council will begin transitioning to district-based elections and continue with an at-large Mayoral election. The four Councilmembers are elected to four-year staggered terms; the Mayor is elected to a two-year term. The City Council establishes local law and policies through the enactment of ordinances and resolutions. The City Council also determines how the City shall obtain and spend funds, adopts a two-year budget process and a Two-Year Strategic Plan. The Mayor recommends, and the City Council appoints, community members to serve on commissions/boards and advisory committees and represents the City by serving on regional and county committees/boards whose policies may impact Dublin and the Tri-Valley area (e.g., Associated Bay Area Governments, League of California Cities, and Metropolitan Transportation Commission). The City Council appoints the City Manager and City Attorney positions. A City Council position is a part-time and salaried position.

City Manager – Appointed by City Council

The City Manager is the Chief Executive Officer and is appointed by the City Council. The City Manager provides, in accordance with the City Council policies, overall administration and direction for the City organization and operations. In the event of an emergency, the position is designated to serve as the Director of Emergency Services. The City Manager position is a full-time, salaried position.

City Attorney – Appointed by City Council

The City Attorney serves as legal counsel for the City Council. This position is responsible for providing both formal and informal legal opinions, as well as advice to the City's officers, employees, boards, and commissions. The duties of this position also include the review and/or preparation of all contracts, bonds, deeds, leases, and other documents of legal significance. This is a contract position.


Citizens of Dublin
City Council
City Attorney
City Manager
Assistant City Manager
Non-Departmental
Administrative Services
Public Works
Parks and Community Services
Information Systems
Human Resources
Fire Services
Police Services
Economic Development
Community Development
City Clerk

Budget Accounting

In accordance with the Governmental Accounting Standards Board (GASB), the City's funds are grouped into three categories: governmental, proprietary, and fiduciary. Within each category, the funds are further classified into types such as general funds, special revenue funds, etc. Additionally, the funds are divided between major and non-major categories. For budgeting purposes, a major fund represents a fund or fund category that has revenues or expenditures that equals more than 10 percent of the City's entire appropriated budget.

In governmental accounting, agencies report different kinds of information for different fund types, according to what and how financial resources are measured. The "current financial resources" method measures an entity's ability to pay obligations in the near-term and focuses on cash and/or assets that are expected to be converted to cash within the accounting period, or shortly thereafter. The "economic resources" method measures all assets that are available to the entity, not only cash or soon to be cash.

Agencies also use different methods to recognize the timing of certain transactions. Under the "full accrual" accounting basis, all assets are considered available to the governmental unit for the purpose of providing goods and services. Therefore, transactions are recorded when the underlying action takes place, regardless of the actual cash flow timing. Under the "modified accrual" basis, income is recorded using the accrual basis, but expenditures are recorded when they actually occur.

The City of Dublin complies with the GASB requirements and thus budgets and accounts for transactions based on the following rules:

Fund Category	Measurement Focus	Accounting Basis
Governmental	Current financial resources	Modified accrual (60 days after year-end)
Proprietary	Economic resources	Full accrual
Fiduciary	Economic resources	Full accrual

Furthermore, the City's expenditure appropriations lapse at the fiscal year-end (June 30th) but may be carried over for specific purposes when approved by the City Manager. Encumbrances are considered expenditures in the year of the issuance of the purchase order. If the encumbrance is unused at year end, it is re-appropriated the following fiscal year.

A two-year budget is presented to the City Council prior to the beginning of the budget cycle. The Operating Budget is adopted by the City Council on an annual basis. During mid-cycle, a review and update are prepared and presented to the City Council for the adoption of the second year's budget. The fiscal year begins on July 1 and ends June 30. Operating budgets are controlled at the department level and fund level. The City Council may amend the budget during the fiscal year.

The Capital Improvement Program (CIP) is adopted on a multi-year project basis, where funds for specific projects receive an annual appropriation and any unused appropriation may be re-appropriated the following year. The projects are budgeted and constructed in phases, to allow for future planning and budgeting. CIP project budgets are adopted and controlled at the project level and funding source level.

The Resolution to adopt the operating budget approved by the City Council may be found in the appendix of this document. Included in the Resolution are guidelines for how the budget may be amended without City Council action. To summarize, the City Manager may increase expense and revenue budgets for both operating budgets where there is a zero net impact on the fund, appropriate funds from Committed and Assigned fund balances that have been approved by the City Council for specific purposes, appropriate Internal Service fund balances that have been set aside for facilities, vehicle, and equipment replacement purposes and transfer between capital improvement projects where the funding source is the same. All other budgetary changes after budget adoption are subject to approval by the City Council.

In addition to budget amendments that may occur during the fiscal year, the Finance Director prepares and presents a mid-year review of expenditures and revenues to the City Council. At that time, the Finance Director may recommend budget amendments to the City Council for their consideration.

Major Budget Categories

REVENUES

Taxes/Special Assessments – Revenue collected on property and sales, transient occupancy (hotel tax).

Franchise Fees – Fees paid by utility companies (i.e., cable, telephone, garbage) to operate within the City.

Licenses and Permits – Fees paid for building, planning and fire inspections and permits.

Fines and Forfeitures – The City's share of fines related to traffic, library, and alarms.

Intergovernmental – Includes grants from local, county, state, and federal governmental agencies.

Charges for Service – Specific police service fees, charges for recreational classes, day care, and library programs, as well as the General Fund administration fee charge to other funds.

Use of Money and Property – Includes revenue from land rental and interest income.

Other Financing Sources / Uses – Accounts for transfers to and from funds and proceeds of debt issuance.

Development Fees/Impact Fees – Fees which may be imposed on new construction to pay for improvements and facilities required to serve the new development and to reduce the impacts of new development on the community. For example, the development fees may pay fees for streets, parks, and schools, but may not be used for day-to-day operating expenses.

Other Revenues – Includes donations to a variety of City programs and other revenue that cannot be categorized in distinct revenue category.

Transfers In – Internal transfers from another fund.

EXPENDITURES

Salaries and Benefits – Employee salaries, health benefits, retirement benefits, insurance, and other miscellaneous benefits.

Service and Supplies – office supplies, program supplies, etc.

Utilities – Gas & electric, water & sewer, telephone charges.

Internal Service Fund Charges – Account for the financing of goods or services provided by one department or agency to other departments or agencies of the City on a cost reimbursement basis and replacement cost charges for equipment, vehicle, building etc.

Contracted Services – Costs associated with contracting agencies that provide services to the City (ex. Police and Fire), consulting and professional services.

Capital Outlay – Reserved for the purchase of land, vehicles, and large equipment.

Debt Service – Accounts for the principal and interest on loans, bonds, leases, and other credit issued to the City.

Transfers Out –Internal transfers to another fund.

Two-Year Budget Process and Timeline

Year 1 Cycle

Month	Description
January	Budget Kickoff and distribution of budget calendar.
January	1. Departments prepare position allocations for the upcoming fiscal year. 2. Departments input CIP project information into budget worksheets.
January - February	Departments input expenditure and revenue data into budget worksheets for the upcoming fiscal year for City Manager's review.
February	City Manager reviews preliminary budget.
March	Update City's strategic plan, seeks input for any additional initiatives for the upcoming fiscal year and sets the overall direction for the City.
April	Preliminary budget presented to City Council for feedback and direction.
April-May	City Commissions review draft CIP budget for conformance and provide recommendation for City Council consideration.
June	City Council adopts year one of the two-year operating budget and five-year Capital Improvement Program through separate resolutions.

Year 2 Cycle

Month	Description
December	Mid-year financial review and Budget Update Kickoff.
January – February	Finance provides updated projections for Year 2.
March	City Manager reviews preliminary budget update information.
April	Preliminary budget presented to City Council for feedback and direction.
May	City Council adopts the second-year update to the Budget and Capital Improvement Program.

Fund Definitions

The funding received by public agencies generally has restrictions on how it may be utilized. For example, Gas Tax Revenue must be spent on certain street-related improvements. In accordance with government auditing practices, agencies establish separate funds to demonstrate compliance with the variety of restrictions.

There are three categories of Funds used in governmental accounting, which are classified further into Major and Non-Major Funds:

- **Governmental Funds** – Account for activities which are primarily tax-supported operations or other mandatory payments and are virtually unique to government. Fund types are:
  - **General** – primary operating fund; accounts for all financial resources of the City except those required to be accounted for in another fund. Use of these funds is discretionary in accordance with City Council policies, and State and local laws.
  - **Capital Project** – accounts for the improvement, construction, or acquisition of fixed assets such as buildings, facilities, equipment, and roads.
  - **Debt Service** – accounts for principal and interest of long-term debts.
  - **Special Revenue** – accounts for the use of revenues that are legally restricted to expenditures for specific purposes.
  - **Permanent** – accounts for funds in which only interest earnings, and not principal amounts, are expendable. The City does not use this type of fund.

- **Proprietary Funds** – Account for activities that are primarily funded by income from operations resulting from voluntary payments for goods and services provided to users. Fund types are:
  - **Internal Service** – used for operations serving other funds or departments within the government on a cost-reimbursement basis.
  - **Enterprise** – Accounts for operations financed and operated similar to business activities, and services rendered to the general public on a fee basis. The City does not use this type of fund.

- **Fiduciary Funds** – Account for resources held by a governmental entity in a trustee or agency capacity for the benefit of others, and which cannot be used to support the governmental entity. Fund Types are:
  - **Agency** – accounts for assets held by the City in a custodial capacity and paid to other individuals or organizations (ex. assessment districts).
  - **Trust** – accounts for assets held by other parties (i.e., Pension or Retiree Health Trust).

- **Major Funds vs. Non-Major Funds** – The General Fund is always a major fund. Other major funds have total assets, liabilities, revenues, or expenditures/expenses that are: 1) 10% or more of the corresponding element, excluding extraordinary items, for all funds of that type; and 2) at least 5% of the corresponding element total for all governmental and enterprise funds combined. All other funds are classified as non-major unless the City deems a certain fund of interest or important to financial statements.

City of Dublin Major Funds

Governmental Funds

1. **General Funds**
   a. **General Fund (1000)** – This is the City's primary operating fund.

2. **Capital Project Funds** - The City's Capital Projects are divided into eight fund categories as listed below. Impact Fee Capital Project Funds account strictly for impact fees received from developers that can only be used for specific activities within the City.
   a. **General Improvements Capital Projects (3300)**
   b. **Parks Capital Projects (3500)**
   c. **Streets Capital Projects (3600)**
   d. **Public Art Projects (3700)**
   e. **Public Facilities Impact Fees (4100**) – only for new parks and facilities
   f. **Fire Impact Fees (4201)** – only for fire capital expansion projects
   g. **Traffic Impact Fee Funds (4300)** – only for street and highway projects
   h. **Dublin Crossing Funds (4400)**

3. **Special Revenue Funds**
   a. **Affordable Housing Fund (2901) -** Accounts for in-lieu fees received from developers of properties, which can only be used for the design, development, and construction of citywide affordable housing projects and/or support of affordable housing programs.

City of Dublin Non-Major Funds

Governmental Funds

1. **Special Revenue Funds**
   a. **ACTC Vehicle Registration Fee Fund (2212)** - Accounts for an Alameda County Transportation Commission (ACTC) voter approved increase in vehicle registration fees that is distributed by ACTC and designated to be used for street and road system maintenance.
   b. **American Rescue Plan Act (ARPA) Fund (2907)** – Accounts for federal funding to provide critical pandemic response and recovery programs.
   c. **Box Culvert Maintenance Fund (2322)** - Accounts for the funds designated for the maintenance and repairs of box culvert in East Dublin.
   d. **Building Homes and Jobs Act (2911**) – Accounts for funding from California Department of Housing and Community Development (HCD) to increase affordable housing stock in California.
   e. **Community Facilities District No. 2017-1 (2710)** – Accounts for revenues and expenditures of Dublin Community Facilities District 2017-1 for maintenance services, located in the Dublin Crossing development.
   f. **Cable TV Facilities Fund (2811)** - Accounts for Cable TV Facilities fees collected from Cable Television providers and passed through to the City for local cable television, as allowed under State and Federal franchising laws.
   g. **Community Development Block Grant (CDBG) Fund (2903)** - Accounts for grants and expenditures related to the Federal Community Development Block Grants received.
   h. **Emergency Medical Services (EMS) Special Revenue Fund (2109)** - Accounts for Supplemental Paramedic Special Assessment and First Responder Advanced Life Support (FRALS) reimbursements from the Alameda County to fund the costs of providing emergency medical services.
   a. **Enforcement Grants (2111)** - Accounts for miscellaneous grants received for police expenditures not reported in other funds.
   j. **Federal Asset Seizure Fund (2107)** - Accounts for the receipts and expenditures of the Federal asset seizure funds.
   k. **Federal COVID-19 Financial Assistance (2906)** - Accounts for emergency funding from the federal awarding agencies with options for administrative relief to be used at the discretion of the federal awarding agency in response to the COVID-19 pandemic.
   ax. **Federal Transportation Grant (2202) -** Accounts for the revenue received from the U.S. Department of Transportation under the Safe, Accountable, Flexible, and Efficient Transportation Equity Act fund.
   all. **Garbage Service Fund (2303)** - Accounts for the use of funds received which are levied by the County on behalf of the City for residential garbage and recycling services.
   n. **HCD Housing Related Park Grant (2904)** – Accounts for the use of funds received from California Department of Housing and Community Development Housing-Related Parks (HRP) Program for parks and recreation facilities to cities that develop housing that is affordable to very low- and low-income households.
   o. **Landscape Districts Funds** – Accounts for revenue and related expenditure of landscape districts within the City:
      - Stagecoach 1983-2 Fund (2702)
      - Dougherty Road 1986-1 Fund (2703)
      - Santa Rita Road 1997-1 Fund (2704)
   p. **Local Recycling Programs Fund (2304) -** Accounts for locally derived funds collected for a commercial organic and recycling program, and retained by the City at the end of the franchise held by Waste Management Inc. These funds are independent of the funds distributed by StopWaste.org pursuant to the Alameda County Recycling Measure.
   q. **Measure B - Bike and Pedestrian (2205)** - Accounts for an Alameda County Transportation Commission (ACTC) voter approved increase in sales tax use for bike and pedestrian related projects.
   r. **Measure B Grants (2216)** – Accounts for Alameda County Transportation Commission (ACTC) discretionary funding from 2014 voter approved increase in sales tax used for improvements on streets and roads.

s. **Measure B - Local Streets (2204)** - Accounts for an Alameda County Transportation Commission (ACTC) voter approved sales tax used for improvements made to streets and roads.
t. **Measure BB** - **Bike and Pedestrian (2215) –** Accounts for a direct distribution of an Alameda County Transportation Commission (ACTC) 2014 voter-approved increase in sales tax used for improvements on bike and pedestrian projects.
u. **Measure BB - Grants (2217)** - Accounts for Alameda County Transportation Commission (ACTC) discretionary funding (versus direct funding) from 2014 voter-approved increase in sales tax used for improvements on bike and pedestrian projects.
e. **Measure BB – Local Street (2214) –** Accounts for a direct distribution of an Alameda County 2014 voter-approved increase in sales tax used for improvements on streets and roads.
w. **Measure D Recycling Fund (2302)** - Accounts for the use of funds received from the Alameda County Waste Management Authority (Stopwaste.org) pursuant to a voter approved charter amendment and is provided for recycling and related activities. This fund also accounts for other locally derived funds for recycling related activities.
j. **Measure RR – Safe Routes to BART (2218) –** Accounts for a grant program sponsored by BART using voter-approved Measure RR capital funds. SR2B is designed to help local agencies improve access for BART customers traveling to BART stations by walking and biking.
y. **Noise Mitigation Fund (2902**) - Accounts for the fees received from developers of residential properties, which can only be used for noise mitigation measures.
z. **Public Art Fund (2801)** - Accounts for the fees received from developers of properties, which can only be used for the purchase of design, development, and construction of Public Art projects within the City of Dublin.
a. **Road Maintenance & Rehabilitation Account (2220) –** Accounts for Senate Bill 1 that increases gasoline and diesel taxes and vehicle registration fees to fund for basic road maintenance, rehabilitation, and critical safety projects on local streets and roads.
ab. **SLES/COPS Fund – CA (2103)** – Supplemental Law Enforcement Services / Citizens' Option for Public Safety: Accounts for police expenditures funded by a State grant.
bc. **Small Business Fund (2601)** – Accounts for the economic benefit payments from Amador Valley Industries to support the operations of the City's Small Business Assistance Program.
cd. **State Grant - Park (2403) -** Accounts for Local Assistance Grant funding from the State for park constructions.
de. **State Gas Tax Fund (2201)** - Accounts for the receipt of state gasoline taxes and expenditures.
ef. **State Housing Grant (2912) –** Accounts for the receipt of Local Early Action Planning (LEAP) funds and expenditures.
fg. **State Seizure/Special Criminal Activity Fund (2101)** - Accounts for receipt of funds derived from non-federal asset forfeitures.
gh. **Street Light Assessment Districts Funds** – Account for revenue and related expenditures of lighting districts. The City has established the following district funds:
   - Street Light Assessment District 1983-1 Fund (2701)
   - Street Light District East Dublin 1999-1 Fund (2705)
b. **Storm Water Management Funds** - Accounts for the funds received from the State, which are designated specifically for the use of storm water related activities. These include:
   - Storm Water Management Fund (2321)
   - Dublin/Dougherty Storm Water Management Fund (2323)
   - Village Parkway Storm Water Management Water (2324)
ij. **Traffic Safety Fund (2106)** - Accounts for the receipt of traffic fines and traffic safety expenditures.
jk. **Transportation Development Act (2203)** - Accounts for revenues received from the Metropolitan Transportation Commission for pedestrian and bicycle projects.
cv. **Transportation for Clean Air (2207) -** Accounts for local fund revenue received from the Bay Area Air Quality Management District, via the Alameda County Transportation Commission, for projects that result in reduction of motor vehicle emissions.
bxx. **Vehicle Abatement Fund (2102)** - Accounts for the use of funds received from vehicle registration of Dublin residents for the towing of abandoned vehicles in city limits.
mn. **Federal Grants - General (2920)** - Accounts for the revenues and related expenditures of federal grants.
no. **State Grants - General (2921)** - Accounts for the revenues and related expenditures of state grants.

2. **Capital Project Fund**

a. **Energy Improvement Lease Revenue Bond Fund (7102)**– Accounts for the funds received from the City's Lease Revenue Bond for Energy Improvements and expenditures

3. **Proprietary Funds (Internal Service Funds)**

a. **Equipment Replacement (6305)** – Finances necessary equipment replacement such as computers and network infrastructure, solar equipment, and telephone systems.

b. **Facilities Replacement Fund (6205)** – Finances future major building components such as Heating Ventilation Air Conditioning (HVAC), major electrical system components, and parks related replacements for all City-owned facilities.

c. **Information Technology Fund (6605)** – Accounts for all Information Technology costs, including staffing.

d. **Vehicle Replacement Fund (6105)** – Finances necessary vehicle replacements, primarily fire apparatus and police vehicles.

e. **Retiree Health Fund (6901)** – Accounts for contributions made to the California Employers' Retiree Benefit Trust Fund (CERBT) for future retiree health care benefits.

4. **Fiduciary Funds**

a. **Agency Funds**

i. **Geologic Hazard Abatement District (GHAD)** - The California Public Resource Code, Section 25670 provides for the establishment of a GHAD as an independent, state-level public agency that oversees geologic hazard prevention, mitigation, abatement, and control. GHADs operate with a focus on the prevention of geologic hazards, with mitigation and abatement also being primary functions. A "geologic hazard" is broadly defined as an actual or threatened landslide, land subsidence, soil erosion, earthquake, fault movement or any other natural or unnatural movement of land or earth. Three GHADs have been established in the City of Dublin, with the City acting as trustee of GHAD funds collected and used to contractually provide or arrange for services. The City Council serves as the Board of Directors for the following GHADs:

- Fallon Village GHAD (Funds 5301 & 5311)
- Schaefer Ranch GHAD (Fund 5302)
- Fallon Crossings GHAD (Fund 5321)

ii. **Community Facilities District No. 2015-1 (5102)** – Accounts for special tax levy, expenditures, and bond proceeds of Dublin Community Facilities District 2015-1, located in the Dublin Crossing development.

iii. **CFD East Ranch (5103)** – Accounts for bond issuances to finance the maintenance of and construction of public improvements within the East Ranch development project within secured by the collection of Special Taxes on real property within the CFD.

iv. **CFD Dublin Boulevard Extension (5104)** – Accounts for developing a facilities CFD to cover City mitigation costs which the City is advancing as part of the Dublin Boulevard Extension project.

Related Funds Held by Other Agencies

1. **Trust Funds**

a. **California Employers' Retiree Benefit Trust Fund (CERBT) Trust Fund (5171**) – assets held in trust by CalPERS and used to pay retiree health obligations. Per Generally Accepted Accounting Principles (GASB 45), an agency only reports a trust fund in its financial statements if it has some managerial responsibility over the funds (i.e., investment responsibility). Therefore, the City does not show the CERBT Fund in its annual financial report. It is included in this document for informational purposes only.

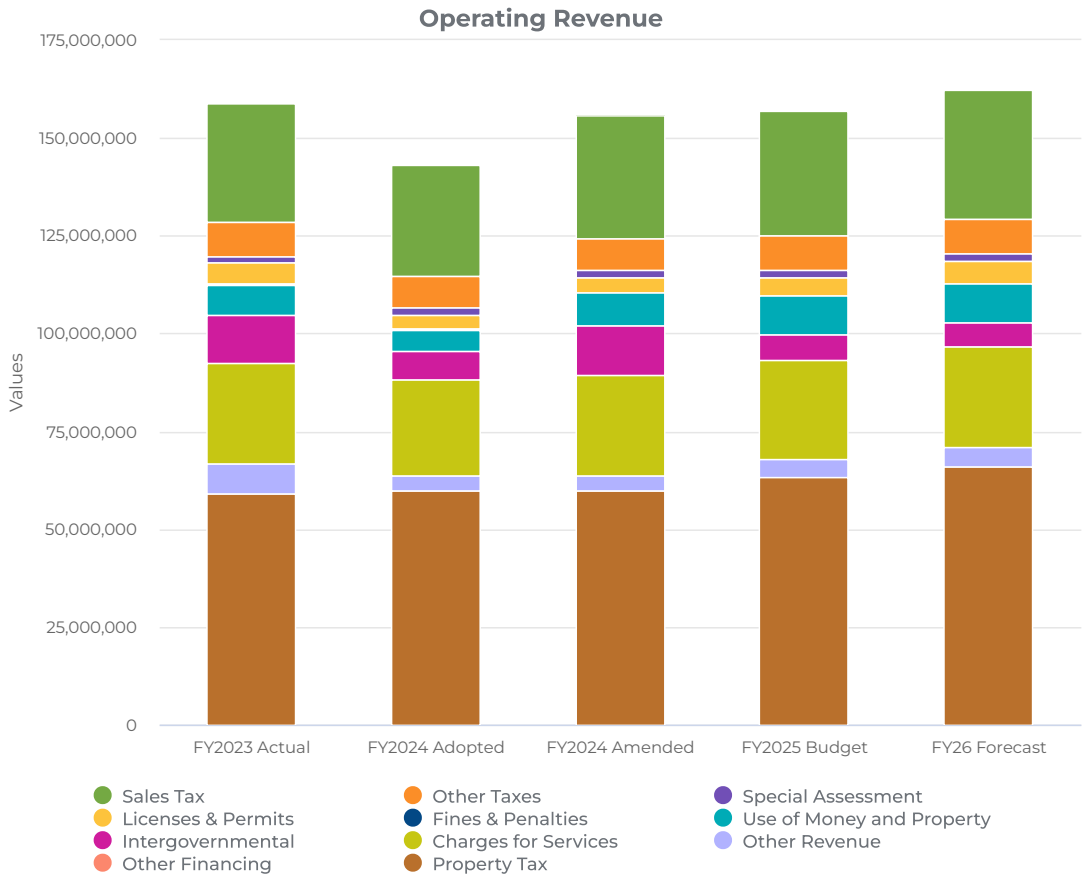
Overview of Revenue

FY 2024-25 and 2025-26 Revenues, Governmental and Proprietary Funds

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Governmental Funds					
Property Taxes	$59,059,365	$59,896,000	$59,896,000	$63,225,641	$66,148,550
Sales Taxes	$30,541,735	$28,392,708	$31,388,608	$31,964,427	$32,831,867
Other Taxes	$8,729,684	$8,280,500	$8,280,500	$8,695,000	$9,002,250
Special Assessments	$1,603,802	$1,691,788	$1,691,788	$1,732,756	$1,754,412
Licenses & Permits	$5,358,842	$3,728,989	$3,728,989	$4,714,602	$5,705,518
Fines & Penalties	$207,437	$150,000	$150,000	$167,400	$167,400
Use Of Money & Property	$7,399,924	$5,190,591	$8,180,591	$9,456,723	$9,420,176
Intergovernmental	$12,326,304	$7,275,879	$12,886,618	$6,581,456	$6,197,588
Charges For Services	$20,629,635	$19,082,794	$19,910,896	$19,708,228	$19,941,120
Other Revenue	$6,509,240	$2,721,168	$2,824,397	$3,471,114	$3,578,582
Other Financing	$25,800				
Total Governmental Funds	**$152,391,769**	**$136,410,417**	**$148,938,387**	**$149,717,347**	**$154,747,463**
Internal Service Funds					
Use Of Money & Property	$511,806	$195,000	$195,000	$440,000	$440,000
Internal Service Charges	$5,026,703	$5,559,660	$5,559,660	$5,594,161	$5,879,936
Other Revenue	$1,062,937	$1,087,640	$1,087,640	$1,175,900	$1,234,695
Total Proprietary Funds	**$6,601,446**	**$6,842,300**	**$6,842,300**	**$7,210,061**	**$7,554,631**
Grand Total [1]	**$158,993,215**	**$143,252,717**	**$155,780,687**	**$156,927,408**	**$162,302,094**

[1] Excludes Transfers In and Fiduciary Funds.

Operating Revenue



Overview of Expenditures

FY 2024-25 and 2025-26 Expenditures, Governmental and Proprietary Funds

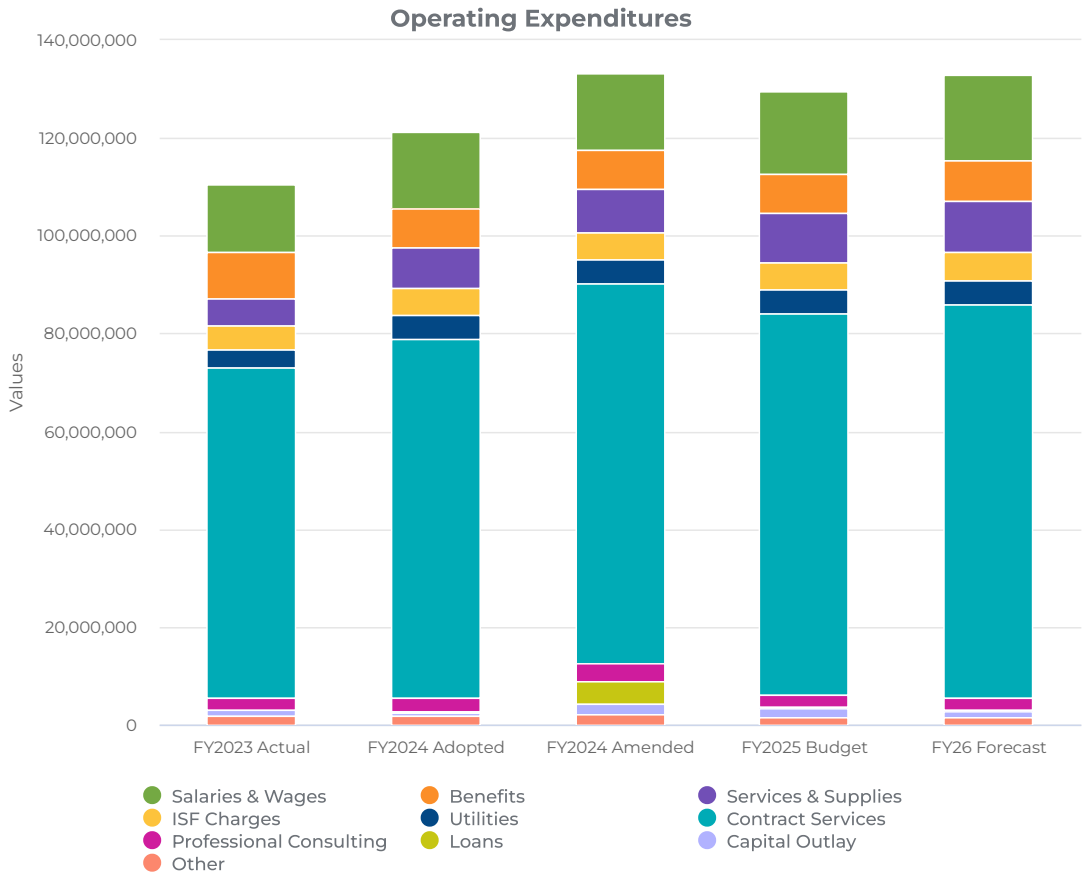
	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Governmental Funds					
Salaries & Wages	$13,060,019	$14,623,142	$14,682,812	$16,142,355	$16,717,950
Benefits	$8,370,864	$6,503,163	$6,503,163	$6,351,173	$6,591,374
Services & Supplies	$4,759,946	$6,639,715	$7,135,450	$8,342,840	$8,520,667
Internal Service Fund Charges	$4,979,168	$5,525,375	$5,525,375	$5,556,449	$5,838,454
Utilities	$3,503,456	$4,552,062	$4,642,062	$4,614,887	$4,842,171
Contracted Services	$67,497,088	$73,247,957	$77,751,992	$77,920,844	$80,313,883
Professional Consulting	$1,992,984	$2,608,123	$3,459,661	$2,364,519	$2,387,353
Loans	$61,440	$160,000	$4,620,000	$320,000	$320,000
Capital Outlay	$352,686	$150,172	$680,105	$869,000	$256,000
Other	$1,939,678	$1,715,760	$2,054,100	$1,668,650	$1,665,250
Total Governmental Funds	**$106,517,330**	**$115,725,470**	**$127,054,720**	**$124,150,717**	**$127,453,101**
Proprietary Funds					
Salaries & Wages	$707,642	$1,117,120	$1,117,120	$968,065	$1,001,666
Benefits	$1,091,165	$1,426,402	$1,426,402	$1,446,034	$1,497,758
Services & Supplies	$797,980	$1,641,468	$1,668,782	$1,868,708	$1,912,885
Internal Service Fund Charges	$47,535	$34,284	$34,284	$37,713	$41,484
Utilities	$143,323	$229,275	$229,275	$132,140	$137,225
Contracted Services	$43,120	$128,467	$131,042	$63,000	$70,500
Professional Consulting	$315,453	$221,590	$232,719	$243,300	$243,300
Capital Outlay	$836,201	$737,500	$1,433,716	$807,900	$699,790
Total Proprietary Funds[(2) (3)]	**$3,982,420**	**$5,536,106**	**$6,273,340**	**$5,566,860**	**$5,604,608**
Total Operating Programs	**$110,499,750**	**$121,261,576**	**$133,328,060**	**$129,717,577**	**$133,057,709**
Capital Improvement Program					
General	$11,829,805	$2,696,840	$25,269,885	$10,425,459	$3,952,000
Public Art	$474,814	$500,000	$1,471,045	$500,000	$300,000
Parks	$4,539,778	$3,894,115	$26,188,648	$1,943,185	$5,800,941
Streets	$13,053,219	$17,851,382	$68,340,072	$9,950,578	$14,407,000
Total Capital Improvement Programs(1)	**$29,897,617**	**$24,942,337**	**$121,269,649**	**$22,819,222**	**$24,459,941**
Grand Total [(1)]	**$140,397,367**	**$146,203,913**	**$254,597,709**	**$152,536,799**	**$157,517,650**

[(1)]Excludes Developer Built and other/outside funding sources

[(2)]Excludes Fiduciary Funds and Transfers Out

[(3)]Excludes Depreciation Expenditures and Transfers out

Operating Expenditures



Summary by Fund Type

Summary By Fund Type

	Governmental	Properietary
FY 2023-24		
Beginning Balance	$360,015,284	$65,829,923
Revenues/Transfers In	$270,337,618	$8,842,300
Expenditures/Transfers Out	$366,057,621	$9,863,326
Ending Balance	**$264,295,282**	**$64,808,897**

FY 2024-25		
Beginning Balance	$264,295,282	$64,808,897
Revenues/Transfers In	$172,536,569	$9,210,061
Expenditures/Transfers Out	$164,090,931	$13,187,860
Ending Balance	**$272,740,920**	**$60,831,098**

FY 2025-26		
Beginning Balance	$272,740,920	$60,831,098
Revenues/Transfers In	$179,207,404	$9,554,631
Expenditures/Transfers Out	$176,145,983	$7,881,608
Ending Balance	**$275,802,341**	**$62,504,121**

Overview of Fund Balances

Overview Of Fund Balances Fiscal Year 2023-24 Amended Budget

Title	Beginning Fund Balance	Revenue	Transfer In	Expenditures	Transfer Out	End Fund Balance
General Fund	**$249,736,608**	$121,806,468	$129,582	$103,639,472	$53,207,754	**$214,825,432**
State Seizure/Special Activity Fund	**$127,794**	$51,569		$162,980		**$16,383**
Vehicle Abatement	**$365,272**	$37,150			$50,000	**$352,422**
SLES/COPS Fund - CA	**$364,852**	$104,200		$100,000		**$369,052**
Traffic Safety	**$33,671**	$100,200		$103,463		**$30,408**
EMS Special Revenue	**$280,269**	$222,200		$265,610		**$236,859**
Enforcement Grants	**$88,379**	$331,681		$331,681		**$88,379**
State Gas Tax	**$3,235,783**	$2,120,096		$1,476,743	$3,088,559	**$790,577**
Federal Transportation Grant	**($40,000)**	$40,000				
Transportation Development Act	**$17,774**	$17,317			$17,317	**$17,774**
Measure B Sales Tax-Local Streets	**$98,984**				$128,223	**($29,239)**
Measure B Sales Tax-Bike & Ped	**$68,179**				$68,200	**($21)**
State Transportation Improvement						
TFAC/Transportation for Clean Air	**$8,057**	$82,879			$90,936	
ACTC - Vehicle Registration Fee	**$289,211**	$996,367		$100,000	$1,064,738	**$120,841**
Measure BB Sales Tax - Local Streets Fund (ACTC)	**$1,368,977**	$1,318,556			$1,678,026	**$1,009,507**
Measure BB Sales Tax - Bike & Pedestrian Fund (ACTC)	**$662,810**	$454,152		$20,225	$595,578	**$501,159**
Measure B Grants	**$191,783**					**$191,783**
Measure BB Grants	**$25,961**	$2,548,489			$2,548,490	**$25,961**
Measure RR - Safe Routes to BART		$411,609			$411,609	
Road Maint & Rehab Account (RMRA)	**$2,408,232**	$1,851,014			$2,660,682	**$1,598,564**
Measure D	**$605,973**	$271,080		$747,057		**$129,996**
Garbage Service Fund	**$204,265**	$8,862,645		$8,854,395		**$212,515**
Local Recycling Programs	**$166,825**	$147,202		$103,763	$4,360	**$205,904**
Storm Water Management	**$233,094**	$2,200		$23,600		**$211,694**
Box Culvert	**$406,541**	$5,500				**$412,041**
State Grant - Park	**($557,154)**	$271,600			$1,736,846	**($2,022,400)**
Small Business Assistance	**$318,866**	$100,000		$100,000		**$318,866**
Street Light District Funds	**$1,253,130**	$672,209		$747,167	$90,147	**$1,088,026**
Landscape District Funds	**$2,354,129**	$725,079		$755,995	$565,272	**$1,757,941**
CFD 2017-1	**$427,280**	$117,200		$31,815		**$512,666**
Public Art Fund	**$3,498,130**	$45,000		$80,500	$1,471,045	**$1,991,585**
Cable TV Facilities	**$540,856**	$127,000		$46,566		**$621,290**
Affordable Housing Fund [1]	**$30,243,024**	$205,855		$5,257,852		**$25,191,027**
Noise Mitigation Fund	**$26,234**	$435				**$26,669**
Community Development Block Grant	**$6,600**	$334,525		$327,925	$6,600	**$6,600**
Federal COVID-19 Financial Assistance	**$59,074**					**$59,074**
American Rescue Plan Act (ARPA)		$1,579,419		$1,579,419		
Building Homes and Jobs Act	**($278,850)**			$998		**($279,848)**
State Housing Grant	**$432**			$432		
Federal Grant - General		$60,520				**$60,520**
State Grant - General		$1,380,000			$1,380,000	
Capital Improvement Project Funds			$121,269,649	$121,269,649		
Public Facility Fees	**$15,880,374**	$829,443		$9,050	$22,843,452	**($6,142,685)**
Fire Impact Fees	**$134,609**	$28,712		$100,000		**$63,321**
Traffic Impact Fees	**$30,130,376**	$598,816		$85,000	$23,109,933	**$7,534,259**
Dublin Crossing Fund	**$12,185,835**	$80,000			$350,000	**$11,915,835**
ISF - Vehicles [2]	**$6,653,158**	$658,058		$558,377		**$6,752,839**
ISF - Facilities [2]	**$46,359,279**	$490,531	$2,000,000	$60,000	$3,073,525	**$45,716,285**
ISF - Equipment [2]	**$10,091,907**	$876,865		$807,297	$85,426	**$10,076,050**
ISF - IT Fund	**$2,676,884**	$3,729,206		$3,778,266	$431,036	**$2,196,789**
ISF - Retiree Health	**$48,695**	$1,087,640		$1,069,400		**$66,935**

Title	Beginning Fund Balance	Revenue	Transfer In	Expenditures	Transfer Out	End Fund Balance
Energy Improv Lease - Bond	**$2,843,045**				$2,568,498	**$274,547**
Grand Total [3]	**$425,845,207**	**$155,780,687**	**$123,399,231**	**$252,594,697**	**$123,326,249**	**$329,104,179**

[1] Beginning Fund Balance includes $14,454,615 in outstanding loans.

[2] Beginning Fund Balance includes $40,189,695 as Net Investment in Capital Assets.

[3] Excludes Fiduciary Funds.

Overview of Fund Balances

Overview Of Fund Balances Fiscal Year 2024-25

Title	Beginning Fund Balance	Revenue	Transfer In	Expenditures	Transfer Out	End Fund Balance
General Fund	**$214,825,432**	$128,267,303		$109,321,048	$7,097,023	**$226,674,664**
State Seizure/Special Activity Fund	**$16,383**	$3,000				**$19,383**
Vehicle Abatement	**$352,422**	$41,000			$50,000	**$343,422**
SLES/COPS Fund - CA	**$369,052**	$6,500				**$375,552**
Traffic Safety	**$30,408**	$100,050		$94,000		**$36,458**
EMS Special Revenue	**$236,859**	$223,000		$289,579		**$170,280**
Enforcement Grants	**$88,379**	$331,681				**$420,060**
State Gas Tax	**$790,577**	$2,095,285		$1,212,067	$750,000	**$923,795**
Federal Transportation Grant						
Transportation Development Act	**$17,774**					**$17,774**
Measure B Sales Tax-Local Streets	**($29,239)**	$10,000				**($19,239)**
Measure B Sales Tax-Bike & Ped	**($21)**	$4,000				**$3,979**
State Transportation Improvement						
TFAC/Transportation for Clean Air						
ACTC - Vehicle Registration Fee	**$120,841**	$278,224		$200,000	$35,040	**$164,025**
Measure BB Sales Tax - Local Streets Fund (ACTC)	**$1,009,507**	$1,357,847			$2,080,000	**$287,354**
Measure BB Sales Tax - Bike & Pedestrian Fund (ACTC)	**$501,159**	$472,215			$948,228	**$25,146**
Measure B Grants	**$191,783**					**$191,783**
Measure BB Grants	**$25,961**					**$25,961**
Measure RR - Safe Routes to BART						
Road Maint & Rehab Account (RMRA)	**$1,598,564**	$1,944,234			$2,745,000	**$797,798**
Measure D	**$129,996**	$222,500		$352,287		**$209**
Garbage Service Fund	**$212,515**	$8,810,000		$8,810,000		**$212,515**
Local Recycling Programs	**$205,904**	$345,900		$53,025		**$498,779**
Storm Water Management	**$211,694**	$3,750		$13,600		**$201,844**
Box Culvert	**$412,041**	$8,000				**$420,041**
State Grant - Park	**($2,022,400)**					**($2,022,400)**
Small Business Assistance	**$318,866**	$100,000		$100,000		**$318,866**
Street Light District Funds	**$1,088,026**	$704,816		$834,359	$42,000	**$916,483**
Landscape District Funds	**$1,757,941**	$755,640		$589,129		**$1,924,451**
CFD 2017-1	**$512,666**	$124,800		$137,532		**$499,933**
Public Art Fund	**$1,991,585**	$70,000		$80,250	$500,000	**$1,481,335**
Cable TV Facilities	**$621,290**	$130,000		$35,000	$300,000	**$416,290**
Affordable Housing Fund [1]	**$25,191,027**	$322,664		$875,938		**$24,637,753**
Noise Mitigation Fund	**$26,669**	$835				**$27,504**
Community Development Block Grant	**$6,600**	$105,600		$105,600		**$6,600**
Federal COVID-19 Financial Assistance	**$59,074**					**$59,074**
American Rescue Plan Act (ARPA)		$937,302		$937,302		
Building Homes and Jobs Act	**($279,848)**					**($279,848)**
State Housing Grant						
Federal Grant - General	**$60,520**	$127,230				**$187,750**
State Grant - General					$193,876	**($193,876)**
Capital Improvement Project Funds			$22,819,222	$22,819,222		
Public Facility Fees	**($6,142,685)**	$1,124,443			$1,563,505	**($6,581,747)**
Fire Impact Fees	**$63,321**	$27,712		$50,000		**$41,033**
Traffic Impact Fees	**$7,534,259**	$461,816		$60,000	$816,320	**$7,119,755**
Dublin Crossing Fund	**$11,915,835**	$200,000				**$12,115,835**
ISF - Vehicles [2]	**$6,752,839**	$751,863		$538,000		**$6,966,702**
ISF - Facilities [2]	**$45,716,285**	$649,586	$2,000,000		$7,150,000	**$41,215,871**
ISF - Equipment [2]	**$10,076,050**	$1,049,652		$269,900		**$10,855,802**
ISF - IT Fund	**$2,196,789**	$3,583,060		$3,583,060	$471,000	**$1,725,789**
ISF - Retiree Health	**$66,935**	$1,175,900		$1,175,900		**$66,935**

Title	Beginning Fund Balance	Revenue	Transfer In	Expenditures	Transfer Out	End Fund Balance
Energy Improv Lease - Bond	**$274,547**					**$274,547**
Grand Total [3]	**$329,104,179**	**$156,927,408**	**$24,819,222**	**$152,536,799**	**$24,741,992**	**$333,572,018**

[1] Beginning Fund Balance includes $14,454,615 in outstanding loans.

[2] Beginning Fund Balance includes $40,189,695 as Net Investment in Capital Assets.

[3] Excludes Fiduciary Funds.

Overview of Fund Balances

Overview Of Fund Balances Fiscal Year 2025-26

Title	Beginning Fund Balance	Revenue	Transfer In	Expenditures	Transfer Out	End Fund Balance
General Fund	**$226,674,664**	$133,717,880		$112,706,775	$17,551,900	**$230,133,870**
State Seizure/Special Activity Fund	**$19,383**	$3,000				**$22,383**
Vehicle Abatement	**$343,422**	$41,000			$50,000	**$334,422**
SLES/COPS Fund - CA	**$375,552**	$6,500				**$382,052**
Traffic Safety	**$36,458**	$100,050		$94,000		**$42,508**
EMS Special Revenue	**$170,280**	$223,000		$291,966		**$101,314**
Enforcement Grants	**$420,060**	$331,681				**$751,741**
State Gas Tax	**$923,795**	$2,095,285		$1,242,286	$723,100	**$1,053,694**
Federal Transportation Grant						
Transportation Development Act	**$17,774**					**$17,774**
Measure B Sales Tax-Local Streets	**($19,239)**	$10,000				**($9,239)**
Measure B Sales Tax-Bike & Ped	**$3,979**	$4,000				**$7,979**
State Transportation Improvement						
TFAC/Transportation for Clean Air						
ACTC - Vehicle Registration Fee	**$164,025**	$278,224		$200,000		**$242,249**
Measure BB Sales Tax - Local Streets Fund (ACTC)	**$287,354**	$1,357,847			$550,000	**$1,095,201**
Measure BB Sales Tax - Bike & Pedestrian Fund (ACTC)	**$25,146**	$472,215			$275,000	**$222,362**
Measure B Grants	**$191,783**					**$191,783**
Measure BB Grants	**$25,961**					**$25,961**
Measure RR - Safe Routes to BART						
Road Maint & Rehab Account (RMRA)	**$797,798**	$1,944,234			$2,250,000	**$492,032**
Measure D	**$209**	$220,000		$220,127		**$82**
Garbage Service Fund	**$212,515**	$8,810,000		$8,810,000		**$212,515**
Local Recycling Programs	**$498,779**	$152,024		$53,204		**$597,599**
Storm Water Management	**$201,844**	$3,750		$13,600		**$191,994**
Box Culvert	**$420,041**	$8,000				**$428,041**
State Grant - Park	**($2,022,400)**					**($2,022,400)**
Small Business Assistance	**$318,866**	$100,000		$100,000		**$318,866**
Street Light District Funds	**$916,483**	$712,218		$868,151	$42,000	**$718,550**
Landscape District Funds	**$1,924,451**	$769,894		$612,524		**$2,081,821**
CFD 2017-1	**$499,933**	$124,800		$142,895		**$481,838**
Public Art Fund	**$1,481,335**	$70,000		$80,250	$300,000	**$1,171,085**
Cable TV Facilities	**$416,290**	$130,000		$35,000		**$511,290**
Affordable Housing Fund [1]	**$24,637,753**	$322,664		$892,183		**$24,068,234**
Noise Mitigation Fund	**$27,504**	$835				**$28,339**
Community Development Block Grant	**$6,600**	$105,600		$105,600		**$6,600**
Federal COVID-19 Financial Assistance	**$59,074**					**$59,074**
American Rescue Plan Act (ARPA)		$874,540		$874,540		
Building Homes and Jobs Act	**($279,848)**					**($279,848)**
State Housing Grant						
Federal Grant - General	**$187,750**					**$187,750**
State Grant - General	**($193,876)**					**($193,876)**
Capital Improvement Project Funds			$24,459,941	$24,459,941		
Public Facility Fees	**($6,581,747)**	$1,124,443			$2,490,941	**($7,948,245)**
Fire Impact Fees	**$41,033**	$27,712		$50,000		**$18,745**
Traffic Impact Fees	**$7,119,755**	$406,066		$60,000		**$7,465,821**
Dublin Crossing Fund	**$12,115,835**	$200,000				**$12,315,835**
ISF - Vehicles [2]	**$6,966,702**	$822,050		$540,000		**$7,248,752**
ISF - Facilities [2]	**$41,215,871**	$692,545	$2,000,000		$2,100,000	**$41,808,416**
ISF - Equipment [2]	**$10,855,802**	$1,135,218		$159,790		**$11,831,230**
ISF - IT Fund	**$1,725,789**	$3,670,123		$3,670,123	$177,000	**$1,548,789**
ISF - Retiree Health	**$66,935**	$1,234,695		$1,234,695		**$66,935**

Title	Beginning Fund Balance	Revenue	Transfer In	Expenditures	Transfer Out	End Fund Balance
Energy Improv Lease - Bond	**$274,547**					**$274,547**
Grand Total [3]	**$333,572,018**	**$162,302,094**	**$26,459,941**	**$157,517,650**	**$26,509,941**	**$338,306,463**

[1] Beginning Fund Balance includes $14,454,615 in outstanding loans.

[2] Beginning Fund Balance includes $40,189,695 as Net Investment in Capital Assets.

[3] Excludes Fiduciary Funds.

Funds and Department Relationship Matrix

Fund Name	City Attorney	Comm. Dev	Fire	Police	Parks & Comm Services	Public Works	Non-Dept.
GOVERNMENTAL FUNDS - MAJOR FUNDS							
Affordable Housing Fund	X	X					
Capital Improvement Project Funds					X	X	
General Fund	X	X	X	X	X	X	X
Public Facility Fees						X	
Traffic Impact Fees						X	X
GOVERNMENTAL FUNDS - NON-MAJOR FUNDS							
ACTC - Vehicle Registration Fee						X	
American Rescue Plan Act (ARPA)		X		X	X	X	X
Box Culvert						X	
Building Homes and Jobs Act		X					
Cable TV Facilities							X
Community Development Block Grant		X			X		X
Community Facilities District						X	X
Dublin Crossing Fund						X	
EMS Special Revenue			X				
Energy Improv Lease - Bond						X	
Enforcement Grants				X			
Federal Asset Seizure Fund				X			
Federal Grant - General						X	
Federal Transportation Grant						X	
Garbage Service Fund						X	X
HCD Housing Related Park Grant					X	X	
Landscape District Funds						X	
Local Recycling Programs						X	
Measure B Grants						X	
Measure B Sales Tax-Bike & Ped						X	
Measure B Sales Tax-Local Streets						X	
Measure BB Grants						X	
Measure BB Sales Tax - Bike & Ped						X	
Measure BB Sales Tax - Local Streets						X	
Measure D						X	
Measure RR - Safe Routes to BART						X	
Noise Mitigation Fund						X	
Public Art Fund					X		
Road Maint & Rehab Account (RMRA)						X	
SLES/COPS Fund - CA				X			
Small Business Assistance Fund							X
State Gas Tax						X	
State Grant - General					X	X	
State Grant - Park					X	X	
State Housing Grant		X					
State Seizure/Special Activity Fund				X			
State Transportation Improvement						X	
Storm Water Management						X	
Street Light District Funds						X	
Transportation for Clean Air						X	
Traffic Safety						X	
Transportation Development Act						X	
Vehicle Abatement				X			

Fund Name	City Attorney	Comm. Dev	Fire	Police	Parks & Comm Services	Public Works	Non-Dept.
GOVERNMENTAL FUNDS - NON-MAJOR FUNDS							
ISF - Equipment							X
ISF - Facilities					X	X	X
ISF - IT Fund							X
ISF - Retiree Health							X
ISF - Vehicles			X	X		X	X

General Fund Operating Summary

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Revenue					
Property Tax	$59,056,139	$59,896,000	$59,896,000	$63,225,641	$66,148,550
Sales Tax	$28,902,065	$27,000,000	$29,995,900	$30,536,365	$31,403,805
Sales Tax Reimbursements	($321,750)	($375,000)	($375,000)	($375,000)	($375,000)
Development Revenue	$8,588,005	$7,109,829	$6,903,536	$7,731,163	$8,719,665
Transient Occupancy Tax	$1,533,093	$1,500,000	$1,500,000	$1,550,000	$1,600,000
Other Taxes	$7,196,591	$6,780,500	$6,780,500	$7,145,000	$7,402,250
Licenses & Permits	$323,098	$286,417	$286,417	$311,300	$319,900
Fines & Penalties	$80,117	$50,000	$50,000	$67,400	$67,400
Interest Earnings	$5,363,445	$2,510,000	$5,500,000	$5,622,800	$5,596,400
Rentals and Leases	$2,193,822	$1,648,021	$1,648,021	$2,223,573	$2,271,676
Intergovernmental	$352,165	$290,000	$405,000	$300,000	$300,000
Charges for Services	$8,648,315	$7,389,682	$7,389,682	$7,372,703	$7,599,409
Other Revenue	$2,872,013	$1,806,412	$1,826,412	$2,556,358	$2,663,826
Subtotal Revenues - Operating	**$124,787,119**	**$115,891,861**	**$121,806,468**	**$128,267,303**	**$133,717,880**
Transfers In	**$109,014**	**$56,600**	**$129,582**		
Unrealized Gains/Losses/Adjustments	**($3,053,407)**				
Total Revenue	**$121,842,727**	**$115,948,461**	**$121,936,050**	**$128,267,303**	**$133,717,880**
Expenditures					
Salaries & Wages	$12,725,756	$14,150,396	$14,150,396	$15,706,648	$16,355,896
Benefits	$4,781,703	$5,386,283	$5,386,283	$6,235,407	$6,483,553
Services & Supplies	$4,543,179	$6,238,992	$6,550,561	$8,047,629	$8,282,397
Internal Service Fund Charges	$4,932,571	$5,443,747	$5,443,747	$5,475,186	$5,755,854
Utilities	$2,997,652	$3,898,997	$3,898,997	$3,852,949	$4,042,135
Contracted Services	$55,268,480	$60,230,300	$62,244,439	$65,271,060	$67,648,337
Professional Consulting	$1,732,765	$2,548,123	$2,866,677	$2,304,519	$2,327,353
Capital Outlay	$194,558	$120,625	$542,612	$869,000	$256,000
Debt Service Payment	$1,333,050	$1,331,850	$1,331,850	$1,334,650	$1,331,250
Contingency & Miscellaneous	$14,088	$223,910	$223,910	$224,000	$224,000
Subtotal Expenditures - Operating	**$88,523,802**	**$99,573,224**	**$102,639,472**	**$109,321,048**	**$112,706,775**
Operating Impact (Rev-Exp)	**$36,263,317**	**$16,318,637**	**$19,166,996**	**$18,946,255**	**$21,011,106**
Transfers Out & Contributions					
Transfers Out (CIPs) - Com./Assig	$937,641	$7,195,281	$33,935,110	$1,695,229	$8,450,000
Transfers Out (CIPs) - Undesignated	$1,018,802	$10,734,612	$17,272,644	$3,401,794	$7,101,900
Contribution to OPEB/PERS	$3,460,000	$1,000,000	$1,000,000		
Contribution to ISF & Other	$2,023,378	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Subtotal - Transfers Out & Contributions	**$7,439,821**	**$20,929,893**	**$54,207,754**	**$7,097,023**	**$17,551,900**
Total Expenditures	**$95,963,623**	**$120,503,117**	**$156,847,226**	**$116,418,071**	**$130,258,675**
GF Impact (Includes CIP & Transfers)	**$25,879,103**	**($4,554,656)**	**($34,911,176)**	**$11,849,232**	**$3,459,206**

General Fund Reserves Summary

Specific changes to all reserves are shown below.

	FY2023 Actual	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Reserve Balances				
Non-Spendable	$4,859	$4,859	$4,859	$4,859
Restricted	$4,324,132	$4,324,132	$4,324,132	$4,324,132
Committed	$76,016,420	$56,671,284	$57,671,284	$58,671,284
Assigned	$125,043,297	$95,713,986	$100,388,750	$91,761,750
Unassigned	$44,347,900	$47,364,002	$53,538,470	$64,624,675
Total Reserves	**$249,736,608**	**$204,078,264**	**$215,927,495**	**$219,386,700**

Highlights of Reserve Changes

The Fund Balance and Reserves Policy is included in the Appendix to this document. The policy was last updated in June 2015. The following are projected uses of reserves for Capital Improvement Projects in the Budget:

	Prior Years	Budget 2024-25	Forecase 2025-26
CIP Projects			
Civic Center Rehabilitation	$2,031,730	$205,000	
Dublin Arts Center	$6,964,197		
Electric Vehicle (EV) Charging Stations	$212,000	$70,229	
IT Infrastructure Improvements	$93,600		
Don Biddle Community Park	$2,100,000		
Fallon Sports Park - Phase 3	$100,000		
City Entrance Monument Signs	$200,000		
Citywide Signal Communications Upgrade	$1,420,149		
Dublin Boulevard Extension	$20,000,000		
Green Stormwater Infrastucture	$953,376	$420,000	
Village Parkway Reconstruction	$550,000	$1,000,000	$8,450,000
Total	**$34,625,052**	**$1,695,229**	**$8,450,000**

Specific changes to all reserves are shown on the following page. The City Council will designate year-end reserves at the meeting of June 18, 2024.

General Fund Reserve Details

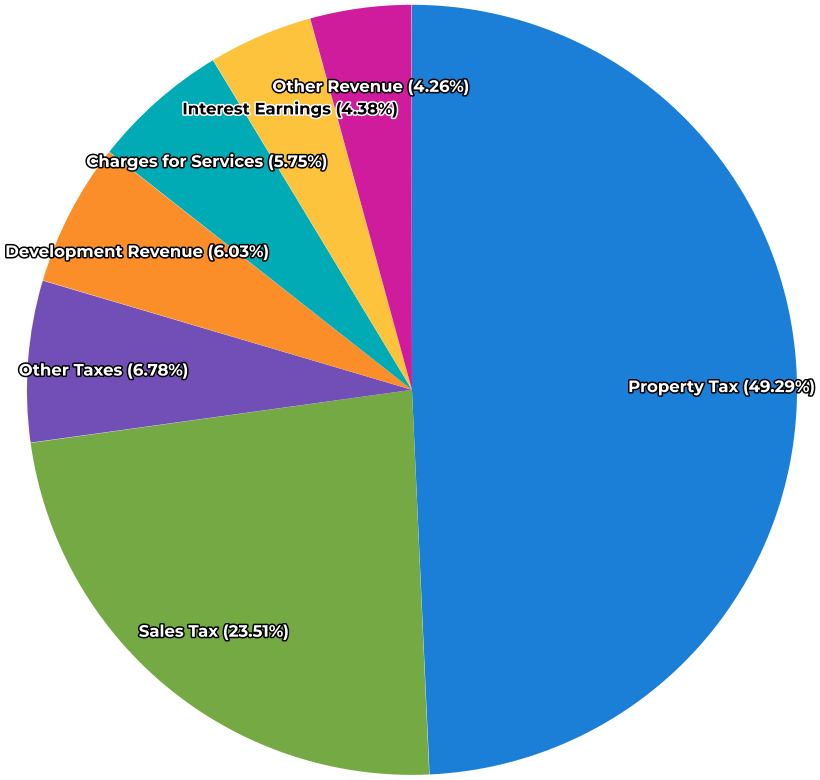
RESERVE DESCRIPTION	Actual 2022-23	Net Change 2023-24	Projected 2023-24	Net Change 2024-25	Projected 2024-25	Net Change 2025-26	Projected 2025-26
Non-Spendable	**$4,859**		**$4,859**		**$4,859**		**$4,859**
Prepaid Expenses	$4,859		$4,859		$4,859		$4,859
Restricted	**$4,324,132**		**$4,324,132**		**$4,324,132**		**$4,324,132**
Cemetery Endowment	$60,000		$60,000		$60,000		$60,000
Developer Contribution - Downtown	$1,490,000		$1,490,000		$1,490,000		$1,490,000
Developer Contribution - Heritage Park	$19,000		$19,000		$19,000		$19,000
Developer Contribution - Nature Park	$60,000		$60,000		$60,000		$60,000
Section 115 Trust - Pension	$1,945,132		$1,945,132		$1,945,132		$1,945,132
Heritage Park Maintenance	$750,000		$750,000		$750,000		$750,000
Committed	**$76,016,420**	**($19,345,135)**	**$56,671,284**	**$1,000,000**	**$57,671,284**	**$1,000,000**	**$58,671,284**
Advance to Public Facility Fee	$10,747,169	($10,747,169)					
Downtown Public Improvement	$22,139,587	($384,375)	$21,755,212		$21,755,212		$21,755,212
Economic Stability	$8,000,000		$8,000,000		$8,000,000		$8,000,000
Emergency Communications	$532,113		$532,113		$532,113		$532,113
Fire Services Pension/OPEB	$2,211,094		$2,211,094		$2,211,094		$2,211,094
Innovations and New Opportunity	$894,498		$894,498		$894,498		$894,498
One-Time Initiative - Capital	$1,918,620	($1,419,112)	$499,508		$499,508		$499,508
One-Time Initiative - Operating	$503,860		$503,860		$503,860		$503,860
Public Safety Reserve	$4,600,000		$4,600,000		$4,600,000		$4,600,000
Specific Committed Reserves							
Contribution to Public Facility Fee	$6,000,000		$6,000,000		$6,000,000		$6,000,000
Cultural Arts Center (CIP)	$7,139,197	($6,964,197)	$175,000		$175,000		$175,000
Don Biddle Park (CIP)	$675,193	($675,193)					
Fallon Sports Park III Contingency	$100,000	($100,000)					
Lease Revenue Bond Payoff	$7,000,000	$1,000,000	$8,000,000	$1,000,000	$9,000,000	$1,000,000	$10,000,000
Maintenance Facility (CIP)	$55,089	($55,089)					
Utility Undergrounding (CIP)	$3,500,000		$3,500,000		$3,500,000		$3,500,000
Assigned	**$125,043,297**	**($29,329,311)**	**$95,713,986**	**$4,674,764**	**$100,388,750**	**($8,627,000)**	**$91,761,750**
Accrued Leave	$1,301,506		$1,301,506		$1,301,506		$1,301,506
Catastrophic Loss	$17,714,064		$17,714,064		$17,714,064		$17,714,064
CIP Carryovers	$6,535,032	($6,535,032)					
Fiscally Responsible Adjustment	$325,000	($325,000)					
Municipal Regional Permit	$1,869,152	($1,845,428)	$23,723		$23,723		$23,723
Non-Streets CIP Commitments	$3,276,777	($464,277)	$2,812,500		$2,812,500		$2,812,500
Operating Carryovers	$2,014,571	($2,014,571)					
Parks and Streets Contingency	$201,270		$201,270		$201,270		$201,270
Pension and OPEB	$18,000,000		$18,000,000		$18,000,000		$18,000,000
Relocate Parks Department	$500,000		$500,000		$500,000		$500,000
Service Continuity	$3,150,000		$3,150,000		$3,150,000		$3,150,000
Dublin Blvd Extension Advance	$42,500,000	($13,000,000)	$29,500,000	$6,400,000	$35,900,000		$35,900,000
Specific Assigned Reserves							
ARPA Revenue Replacement	$990,187		$990,187		$990,187		$990,187
Climate Action Plan	$2,823,760	($465,673)	$2,358,087	($520,236)	$1,837,851	($177,000)	$1,660,851
Contribution to ISF	$1,500,000	($1,500,000)					
Façade Improvement Grants	$429,972		$429,972		$429,972		$429,972
Library Tenant Improvement	$1,000,000	($1,000,000)					
Civic Center Improvements (CIP)	$3,010,829	($1,728,152)	$1,282,677	($205,000)	$1,077,677		$1,077,677
Pavement Management	$2,000,000		$2,000,000		$2,000,000		$2,000,000
Public Safety Complex (CIP)	$1,022	($1,022)					
Village Parkway Pavement Reconstruction	$15,900,156	($450,156)	$15,450,000	($1,000,000)	$14,450,000	($8,450,000)	$6,000,000
Unassigned	**$44,347,900**	**$3,016,102**	**$47,364,002**	**$6,174,468**	**$53,538,470**	**$11,086,205**	**$64,624,675**
Unassigned-Unrealized Gains	($14,061,701)		($14,061,701)		($14,061,701)		($14,061,701)
Unassigned (Available)	$58,409,602		$61,425,704		$67,600,171		$78,686,376
TOTAL RESERVES	**$249,736,608**	**($45,658,345)**	**$204,078,263**	**$11,849,232**	**$215,927,495**	**$3,459,205**	**$219,386,700**

General Fund Revenue

Total General Fund revenues, excluding transfers, are budgeted at $128.3 million and $133.7 million, in Fiscal Years 2024-25 and 2025-26 respectively, an increase of $6.5 million or 5.3% in the first year and $5.4 million or 4.2% in the second year.

Dublin's two largest ongoing revenue sources in the General Fund, Property Taxes and Sales Tax, account for 73% of total revenues in Fiscal Year 2024-25.

General Fund Revenues



General Fund Revenue Assumptions

The following are the key assumptions used to construct the General Fund operating budget in Fiscal Years 2024-25 and 2025-26, and the variances from year to year (the two variance numbers represent the change in Fiscal Year 2024-25 from the Fiscal Year 2023-24 Amended Budget, and the change in Fiscal Year 2025-26 from the Fiscal Year 2024-25 Budget). Descriptions are provided for categories with variances of $150,000 or more.

Property Tax: +$3,329,641 / +$2,922,909

Home values in the City remain strong, despite high interest Rates. The City is projecting Property Tax to continue to show strong growth in both years of the budget cycle.

Assumptions

- Total Property Tax revenue is projected to grow $3.3 million (5.6%) in FY 2024-25 and $2.9 million (4.6%) in FY 2025-26. This growth reflects an increase in assessed value due to the California CPI increase of 2% (the maximum allowable by Proposition 13), and increased valuation due to changes in ownership and new construction.
- Budgeted delinquency rate of 1.0% included in both fiscal years.

Sales Tax: +$540,465 / +$867,440

Sales Tax is projected to experience slowing growth in the first year and increase slightly in the second year as projected interest rate decreases start to positively impact the economy. Staff meets quarterly with consultants to review sales tax projections and monitor inflationary impacts, geopolitical uncertainty, and interest rates.

Assumptions

- Total Sales Tax revenue is projected to increase $540,000 or 1.8% in Fiscal Year 2024-25 despite a minor decrease of 0.3% in the Auto and Transportation sector. All other industry groups in Fiscal Year 2024-25 are projected to remain flat or have increases, led by the Business-to-Business and Restaurant and Hotels sectors.
- Fiscal Year 2025-26 Sales Tax is projected to increase $867,000 or 2.8%. City consultants anticipate increases in all business sectors, led by the Auto and Transportation and Building and Construction sectors.

Other Taxes: +$364,500 / +$257,250

Other Taxes includes Property Transfer Taxes and multiple Franchise Taxes (electric, gas, garbage, cable). Revenue for both fiscal years is projected to increase primarily due to the annual adjustment of garbage rates that is part of the waste management franchise agreement and an increase in gas and electric rates.

Development Revenue: +$827,627 / +$988,502

Development revenue includes permitting fees and payments for planning and engineering services provided by the City. The projections for both fiscal years include anticipated activity based on Community Development's projection of activity with existing projects and do not presume any new development.

Development projects progress through various stages and the receipt of revenues and corresponding services (i.e., City cost) do not happen simultaneously. Plan check costs are typically incurred approximately 12 months after revenue has been received, meaning that as development decreases, the associated decrease in costs will lag. In anticipation of this, the City has maintained a reserve (currently at $3.15 million) to cover costs during that lag.

Charges for Services: -$16,480 / +$226,706

Charges for services include revenue primarily from Parks and Community Services programs, as well as Santa Rita revenue, whereby the County reimburses the City for costs incurred when responding to non-emergency calls at the Santa Rita Jail.

In Fiscal Year 2024-25, charges for services are projected to decrease due to an anticipated reduction in Santa Rita reimbursement revenue that comes with operational changes to Fire's response to the Jail. The decrease is offset by projected revenue increases from Parks and Community Services programs, which continue to see

strong demand. Fiscal Year 2025-26 revenues are projected to increase due primarily to continued increases in Parks and Community Services programs.

Rents and Leases: +$575,552 / +$48,103

Revenue projections for both fiscal years are based on projected increases in rentals of the City's facilities, sports fields, and picnic areas, which continue to see strong demand. Additionally, the Dublin Arts Center will open in Fiscal Year 2024-25, further increasing revenue by an estimated $181,000. In Fiscal Year 2025-26, Staff is projecting a 2% increase in these revenues.

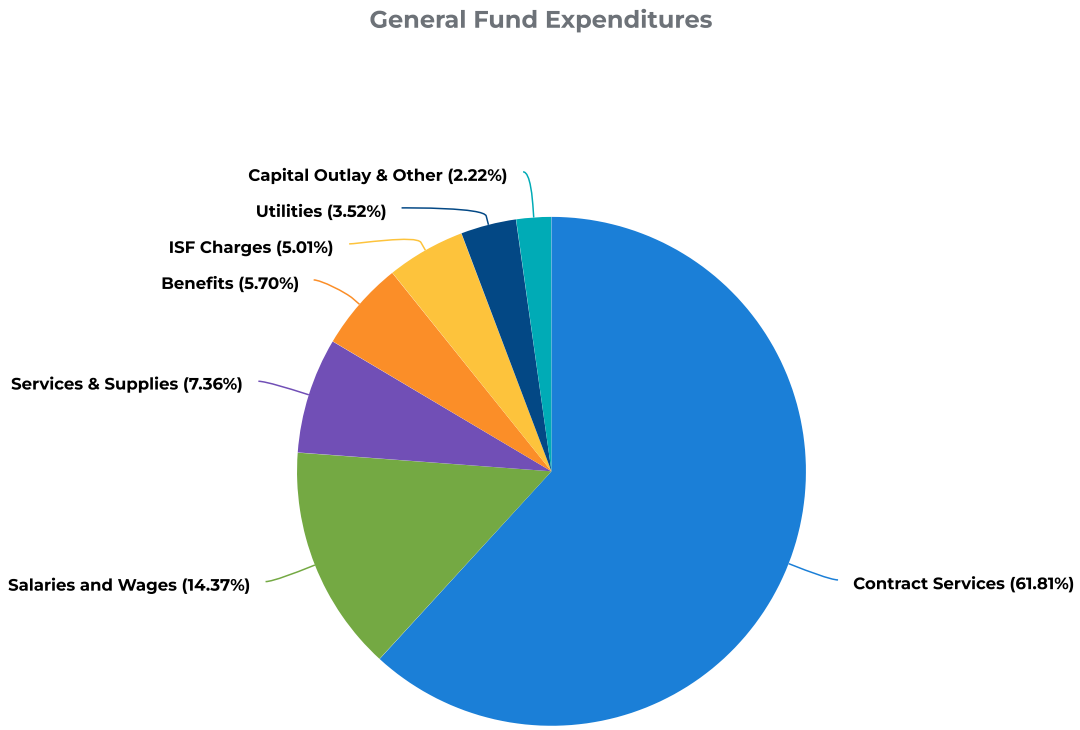
Other Revenue: +$729,946 / +$107,468

The Other Revenue category encompasses a wide variety of revenue types received by the City, including Sale of Property, Sponsorship/Donation, and Reimbursements. These revenues can be unpredictable and vary moderately year to year.

In Fiscal Year 2024-25, an accounting change in how the City pays for Fire Retiree Health will result in an additional $574,552 in expenditures for Fire Services, but this will be offset by additional revenue received as a reimbursement in the same amount, resulting in no net impact to the City. In Fiscal Year 2025-26, Other Revenue is projected to increase 4.2% which includes the Fire Retiree Health accounting change. Other recurring items projected to increase include reimbursement for work performed at Camp Parks through the Intergovernmental Support Agreement (IGSA).

General Fund Expenditures

The City's ongoing operating expenditures and long-term financial liabilities continue to grow, and as previously mentioned are projected to outpace the City's ongoing revenue growth in Fiscal Year 2031-32, absent any significant additional revenues or cost-cutting measures. The Budget reflects an increase in total General Fund operating expenditures of $6.7 million or 6.5% in Fiscal Year 2024-25 and an increase of $3.3 million or 3.1% in Fiscal Year 2025-26. The chart below presents the composition of operating expenditures by category for Fiscal Year 2024-25 and is followed by a discussion of the assumptions used in preparing the budget.



General Fund Expenditure Assumptions

The following are the key assumptions used to construct the General Fund operating budget in Fiscal Years 2024-25 and 2025-26, and the variances from year to year. The two variance numbers represent the change in Fiscal Year 2024-25 from the Fiscal Year 2023-24 Amended Budget, and the change in Fiscal Year 2025-26 from the Fiscal Year 2024-25 Budget. Descriptions are provided for categories with variances of $150,000 or more.

Personnel Costs: +$1,556,252 / +$649,248

The two-year budget proposal reflects an updated position allocation plan and projected salaries. The increase in the Fiscal Year 2024-25 personnel costs is attributed to the net impact of the following:

- Addition of an Associate Civil Engineer in the Public Works Department to work on capital projects. The salary is included in the General Fund but will be allocated to Capital Improvement Program (CIP) funds accordingly.
- Addition of a Senior Code Enforcement Officer, offset by a reduction in contract services.
- Full year funding for the Management Fellow.
- Transfer of 1.0 FTE from the Information Systems Division (Information Technology Fund) to the City Manager's Office (General Fund).
- Increase in seasonal staffing costs, which is a result of an increase in the minimum wage, as well as the need for additional staff due to the demand for Parks and Community Services programs and rentals.
- Cost of Living Adjustment (COLA) of 2.9%.

The Fiscal Year 2025-26 budget does not include any new positions. Increases are based on a projected 3.5% COLA and an increase in costs for seasonal staff.

Benefit Costs: +$849,124/+$248,146

Benefit costs are predominantly made up of retirement and health benefit expenditures. To help mitigate these, the City has implemented cost-sharing mechanisms with employees for both retirement and health benefits. Currently, employees are paying 100% of the employee portion of pension costs and are also contributing to the employer portion of pension costs.

The increase in benefit costs in Fiscal Year 2024-25 is based on an increase in retirement costs, due to CalPERS investment loss of 6.1% in 2022. This caused an increase of approximately $350,000 in the City's Fiscal Year 2024-25 unfunded liability payment. Additionally, Staff is projecting increases in health premiums, and has incorporated the City's new benefit structure (effective January 1, 2024) for a full year. The Fiscal Year 2025-26 budget includes a $160,000 increase in the CalPERS unfunded liability payment, based on the most current actuarial reports, as well as a projected 5% increase to the 2025 health rates.

Supplies and Services: +$1,497,068 / +$234,768

Services and Supplies expenditures for Fiscal Year 2024-25 are increasing primarily due to higher insurance premiums through PLAN JPA, the City's insurance pool. The increase is consistent with rates throughout the state, in both the public and private sectors. Insurance costs for Police and Fire are also increasing by a total of $918,000 over the current year amended budget. Additionally, the Public Work's Maintenance division increased the repairs/maintenance budget by approximately $300,000 to account for potential repairs as the City's facilities continue to age. Training and conference expenditures are budgeted in this category, including out-of-state travel which requires the approval of the City Manager.

Utilities: -$46,048 / +$189,186

The Budget includes a decrease in utilities in Fiscal Year 2024-25 which is the net result of City Staff consolidating Internet and data costs, energy efficiency projects coming online, and increases in utility rates. Fiscal Year 2025-26 includes an increase based on projected electric and gas rates as well as costs associated with new facilities coming online. These increases are being partially offset as the City's energy efficiency projects continue to come online.

Internal Service Charges: +31,439 / +280,668

Internal Service Charges include the replacement cost of facilities, vehicles, and equipment, in addition to the Information Technology operating budget. The Fiscal Year 2024-25 Budget is decreasing, due to the transfer of 1.0 FTE from the Information Systems Division (IT Fund) to the City Manager's Office (General Fund). The decrease in the Information Systems Division is being offset by increases in the City's replacement funds as the City continues to set aside funds for future replacement as City facilities continue to age. The Fiscal Year 2025-26 Budget increase is a result of the additional replacement funds.

Contract Services: +$2,464,463 / +$2,400,111

The City contracts for Public Safety (Police and Fire), maintenance, development, and other miscellaneous services. In Fiscal Years 2024-25 and 2025-26, total contracted services make up 62% of the overall General Fund expenditure budget. Public Safety contracts costs make up approximately 41% of the total operating budget. Police and Fire contract amounts in this section include liability insurance, which is categorized in the Services and Supplies expenditure category.

Police Services

Increases are proposed for the Police Services contract with Alameda County Sheriff's Office (ACSO), as shown in the table below.

Police Services Contract*

	Contract $ All Funds	Increase $	Increase %	Contract $ General Fund	Increase $	Increase %
23-24	$26,690,768			$25,680,985		
24-25	$27,472,696	$781,280	2.9%	$26,794,925	$1,113,940	4.3%
25-26	$28,345,187	$872,492	3.2%	$27,633,647	$932,722	3.5%

*Includes Insurance Premiums, which are budgeted under Services and Supplies

The following factors are included:

- Additional deputy in FY 2024-25.
- Full year funding for Crime Technician position added in Fiscal Year 2023-24.
- 3.75% COLA for sworn and 5.0% for non-sworn personnel in Fiscal Year 2024-25.
- Increase of $534,991 (25.7%) over the current year budget for dispatch services was attributed primarily to an increase in call volume of 19.9%.

Fire Services

Fire Services Contract*

	Contract $ All Funds	Increase $	Increase %	Contract $ General Fund	Increase $	Increase %
23-24	$16,886,057			$16,450,447		
24-25	$18,380,866	$1,494,809	8.1%	$18,101,287	$1,650,840	9.1%
25-26	$19,568,277	$1,187,411	6.5%	$19,286,311	$1,185,024	6.5%

*Includes Insurance Premiums, which are budgeted under Services and Supplies

The following factors are included:

- 5% COLA for sworn and 6% for non-sworn personnel in Fiscal Year 2024-25.
- Increase of $101,802 in the County Overhead and Indirect Services rate charged to the City.
- Overall appropriations for the Fire Services Budget are increasing by $574,552, due to a change in the accounting of how Retiree Health costs are paid and subsequently reimbursed to the City. All such expenditures will be wholly offset by revenue received from Alameda County Fire.

Maintenance (MCE)

MCE Contract

	Contract $ All Funds	Increase $	Increase %	Contract $ General Fund	Increase $	Increase %
23-24*	$9,267,260			$8,036,896		
24-25	$10,260,504	$993,244	10.7%	$8,932,859	$895,963	11.1%

	Contract $ All Funds	Increase $	Increase %	Contract $ General Fund	Increase $	Increase %
25-26	$10,656,881	$396,377	3.9%	$9,289,345	$356,486	4.0%

*Does not include One-Time Capital Improvement Costs

The following factors are included:

- Increases in personnel costs: four additional FTEs related to new City assets.
- Increase in costs associated with the Dublin Arts Center, Wallis Ranch Community Park, Iron Horse Nature Trail, four new medians (two on Fallon Road and two on Central Parkway), and Jordan Ranch Neighborhood Park.
- Expanded hours for special events, including the St. Patrick's Day Festival, Trunk or Treat, Farmers' Market, and marching band events.
- Increase in labor rates.

Other Contracts

Other Contract Changes

	Development	Other	Total	Change $	Change %
23-24	$3,992,132	$11,911,413	$15,903,544		
24-25	$3,606,004	$11,351,711	$14,957,715	($945,830)	-5.9%
25-26	$3,706,439	$11,281,984	$14,988,423	$30,708	0.2%

Development-related and other general City contract costs are budgeted according to anticipated service levels for specific projects, and are projected to decrease by $0.9 million in Fiscal Year 2024-25, due to a decrease in Development related contract expenditures as well as decreases due to onetime projects that occurred in the current year.

Capital Outlay: +$326,388 / -$613,000

Capital Outlay items are typically one-time expenditures. The Fiscal Year 2024-25 Budget includes the purchase of equipment by Police Services for their "Drone as a First Responder" program, costs to update the alerting system at Dublin fire stations, a vehicle for Code Enforcement, and equipment for special events, sports programs, the Shannon Center, and The Wave. The Fiscal Year 2025-26 projection includes additional equipment for the drone program, special events, and The Wave.

DEPARTMENTS

City Council

The City Council consists of the Mayor and four City Council members, currently elected at-large by the voters of Dublin. However, in November 2024, the City Council will transition to district-based elections for Council members, while maintaining an at-large Mayoral election. The City Council is responsible for enacting legislation, establishing policies, and providing guidance and direction for actions that affect the quality of life in the City. Local elected officials also represent the City at a variety of forums at the county, regional, state, and national levels, in order to make certain the interests of the City of Dublin, and cities in general, are represented.

Accomplishments for 2022-23 and 2023-24

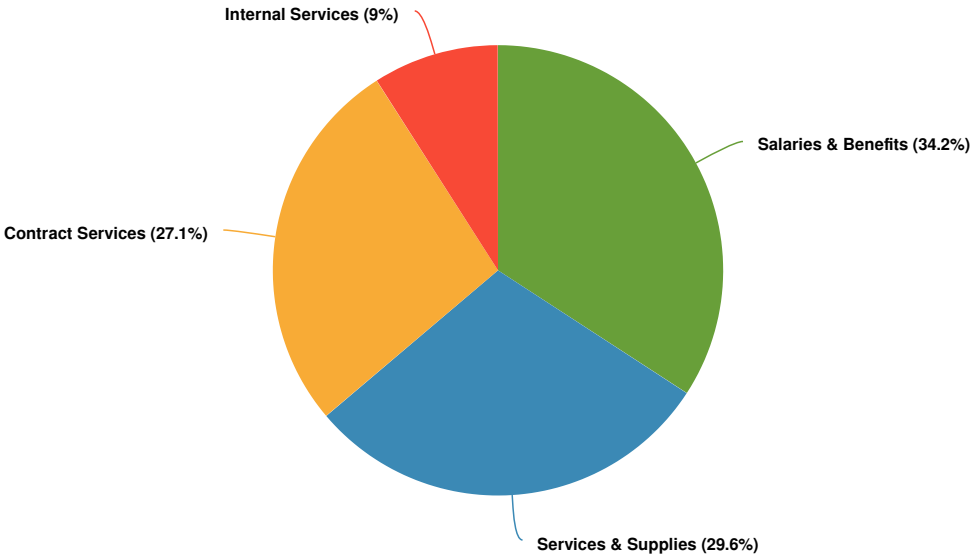
- Implemented many of the strategic objectives in the Two-Year Strategic Plan, as reflected in the accomplishments in all City departments.
- Participated in legislative outreach, in partnership with cities of Livermore, Pleasanton, San Ramon, and the Town of Danville.
- Continued implementation of the DEI Taskforce Recommendations.
- Broke ground at the following new facilities: Dublin Arts Center, Wallis Ranch Community Park, Iron Horse Trail Bridge, and the Iron Horse Nature Park.
- Oversaw the grand openings of Don Biddle Community Park and the St. Patrick Way - Road Extension Project.
- Hosted a delegation from Bray, Wicklow County Ireland to exhange ideas and build relationships.
- Re-established the Dublin Sister Cities Association Board.

Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Provide guidance on the implementation of the City's new Two-Year Strategic Plan.
- Place a measure on the ballot to extend term limits from eight years to 12 years for the Dublin City Council.
- Issue the City's Annual Report on strategic plan efforts along with a budget overview, as well as the annual City Report newsletter to residents in February.
- Participate in the National League of Cities and California League of Cities conferences and activities.
- Oversee the annual allocation of Human Services Grants.
- Participate in Dublin Pride Week activities, the Volunteer Recognition events, and the Inside Dublin programs.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type

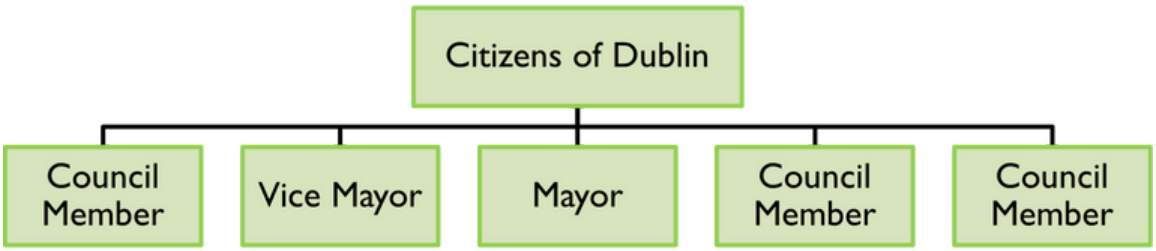


Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$91,250	$106,752	$106,752	$100,110	$103,774
Benefits	$102,900	$123,654	$123,654	$135,380	$149,236
Services & Supplies	$197,943	$170,363	$140,363	$204,198	$223,698
Internal Services	$56,068	$62,034	$62,034	$62,339	$65,844
Contracted Services	$1,193	$17,000	$17,000	$22,000	$17,000
Professional Consulting	$56,513	$120,000	$194,749	$165,000	$165,000
Total Expense Objects:	**$505,867**	**$599,803**	**$644,552**	**$689,027**	**$724,552**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$505,867	$599,803	$644,552	$689,027	$724,552
Total General Fund:	**$505,867**	**$599,803**	**$644,552**	**$689,027**	**$724,552**

Organizational Chart



Personnel Allocation

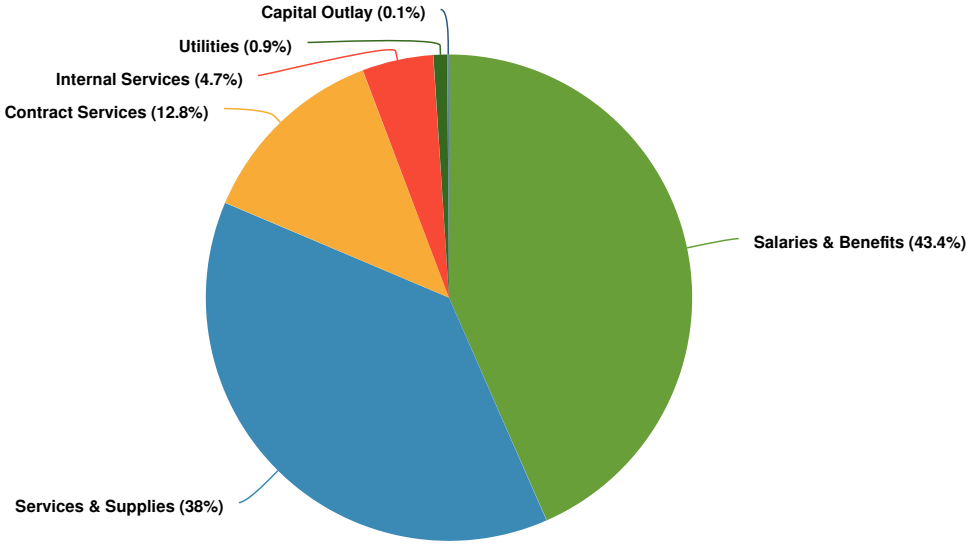
	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Personnel Allocation					
Mayor	1.00	1.00	1.00	1.00	1.00
City Councilmember	4.00	4.00	4.00	4.00	4.00
Total Positions	**5.00**	**5.00**	**5.00**	**5.00**	**5.00**

City Manager

The City Manager's Office provides support to all areas of City operations including supervision and evaluation of employees; evaluation of all contract services; enforcement of City Ordinances; provision of advisory recommendations to the City Council on the effective operation of the City; oversight of the preparation and administration of the City's Budget and Capital Improvement Program; and representation on behalf of the City before intergovernmental bodies and organizations. The department also provides oversight and support services directly to the City Council, as well as the Economic Development, Communications, Information Systems, City Clerk and Human Resources divisions.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



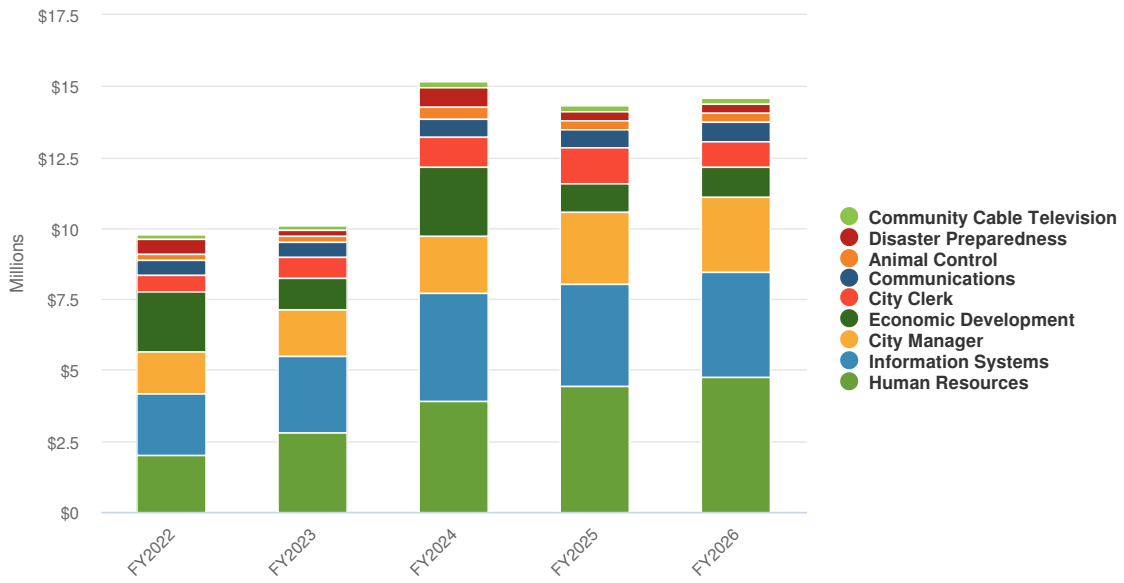
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$3,503,194	$4,190,891	$4,250,560	$4,571,009	$4,726,238
Benefits	$1,021,614	$1,368,928	$1,368,928	$1,641,502	$1,691,513
Services & Supplies	$2,707,892	$4,531,777	$4,739,176	$5,428,408	$5,767,144
Internal Service Fund Charges	$577,364	$699,095	$699,095	$678,578	$705,061
Utilities	$144,375	$229,275	$229,275	$132,140	$137,225
Contracted Services	$1,183,280	$2,259,103	$3,113,449	$1,438,743	$1,128,903
Professional Consulting	$438,337	$531,990	$727,494	$398,700	$398,700
Capital Outlay	$448,789	$26,000	$38,318	$14,000	$14,000
Loans	$61,440	$0	$0		
Interest Payments	$29,593	$0	$0		
Total Expense Objects:	**$10,115,881**	**$13,837,058**	**$15,166,295**	**$14,303,081**	**$14,568,784**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$6,718,515	$8,898,136	$9,289,654	$10,488,490	$10,763,661
General Fund Designated Reserv	$36,643	$0	$184,375	$0	$0
Small Business Assistance	$60,663	$100,000	$100,000	$100,000	$100,000
Cable TV Facilities	$44,909	$35,000	$46,566	$35,000	$35,000
Federal COVID-19 Financial Ast	$777	$0	$0		
American Rescue Plan Act(ARPA)	$622,613	$1,074,717	$1,767,435	$96,531	$0
IT Fund	$2,631,761	$3,729,206	$3,778,266	$3,583,060	$3,670,123
Total:	**$10,115,881**	**$13,837,058**	**$15,166,295**	**$14,303,081**	**$14,568,784**

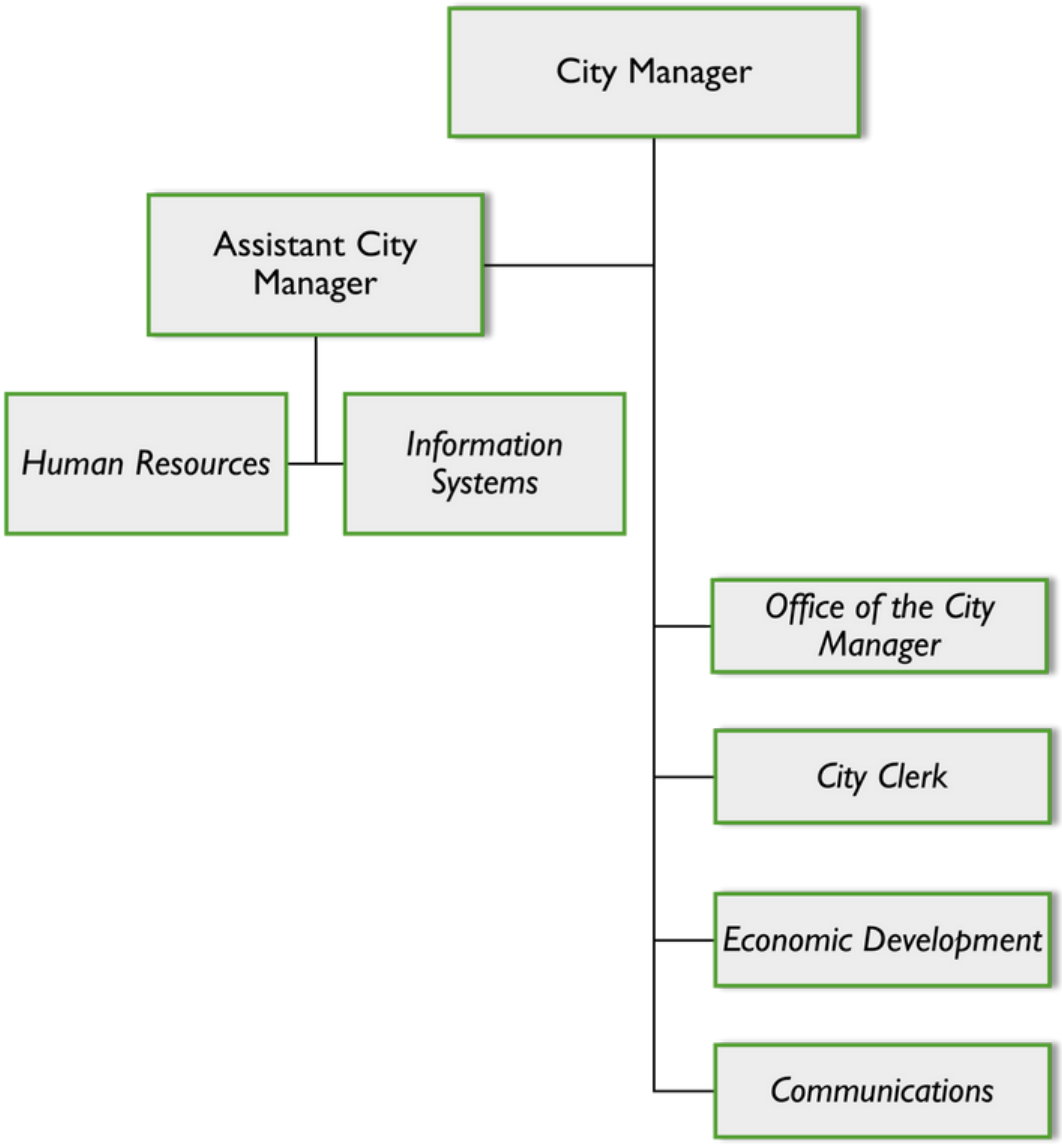
Expenditures by Division

Budgeted and Actual Expenditures by Division



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expenditures					
City Manager	$1,627,773	$1,951,858	$2,026,105	$2,543,995	$2,646,552
City Clerk	$744,790	$1,016,879	$1,078,605	$1,244,371	$936,879
Human Resources	$2,779,464	$3,688,356	$3,915,496	$4,436,103	$4,769,358
Information Systems	$2,706,761	$3,729,206	$3,778,665	$3,583,060	$3,670,123
Economic Development	$1,112,481	$1,615,532	$2,432,557	$1,020,322	$1,051,181
Communications	$527,942	$619,140	$619,140	$674,728	$685,635
Disaster Preparedness	$183,430	$731,737	$731,737	$307,769	$314,665
Animal Control	$253,869	$313,224	$401,298	$321,605	$323,265
Community Cable Television	$179,371	$171,127	$182,693	$171,127	$171,127
Total Expenditures:	**$10,115,881**	**$13,837,058**	**$15,166,295**	**$14,303,081**	**$14,568,784**

Organizational Chart



Personnel Allocation

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Personnel Allocation					
City Manager	1.00	1.00	1.00	1.00	1.00
Assistant City Manager	1.00	1.00	1.00	1.00	1.00
Administrative Technician	3.00	3.00	3.00	3.00	3.00
Assistant to the City Manager	1.00	1.00	1.00	1.00	1.00
Audio-Visual Specialist	1.00	1.00	1.00	1.00	1.00
Chief Information Security Officer	1.00	1.00	1.00	1.00	1.00
City Clerk	1.00	1.00	1.00	1.00	1.00
Communications Manager	1.00	1.00	1.00	1.00	1.00
Deputy City Manager			1.00	1.00	1.00
Economic Development Director	1.00	1.00			
Economic Development Manager				1.00	1.00
Executive Aide	1.00	1.00	1.00	1.00	1.00
Human Resources Director	1.00	1.00	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00	1.00
Information Systems Manager	1.00	1.00	1.00	1.00	1.00
Information Systems Specialist	1.00	1.00	1.00	1.00	1.00
Information Systems Technician I/II	1.00	1.00	1.00	1.00	1.00
Management Analyst II	3.00	3.00	3.00	3.00	3.00
Management Fellow (Limited Term)			1.00	1.00	1.00
Network Systems Coordinator	1.00	1.00	1.00	1.00	1.00
Office Assistant II	2.00	2.00	2.00	2.00	2.00
Senior Office Assistant	1.00	2.00	2.00	2.00	2.00
Special Projects Manager	1.00	1.00	1.00	1.00	1.00
Special Projects Manager (Limited Term)	1.00	1.00	1.00	0.00	0.00
Total Positions	**26.00**	**27.00**	**28.00**	**28.00**	**28.00**

Office of the City Manager

The Office of the City Manager includes other professional and administrative staff, including an Assistant City Manager with supervisory responsibility over certain departments. It also includes mid-level management staff involved in managing the City's contracting and legislative practices, among many other duties.

The Office of the City Manager includes personnel and functions that are integral to the professional and administrative management of the City of Dublin. The City Manager serves as the City's Chief Executive Officer and oversees all day-to-day operations of the City's operating departments, programs, and services, including public safety. The City Manager is appointed by the City Council and has the duty and responsibility to carry out policies adopted by the City Council.

Accomplishments for 2022-23 and 2023-24

- Made significant progress in the implementation of the City's Two-Year Strategic Plan items. Major efforts included:
  - Amendments to the Downtown Dublin Specific Plan to effectuate the Downtown Preferred Vision.
  - Creation and adoption of a Certified Housing Element.
  - Key public safety efforts, including the addition of a crime technician and a deputy, and implementation of technology to enhance deterrence and crime solving efforts.
  - Development of a new Inclusionary Zoning Ordinance.
  - Completion of an update to the City's Public Facility Fees program.
- Adopted a Legislative Platform for the Dublin City Council.
- Participated in regional legislative efforts with the cities of Livermore, Pleasanton, and San Ramon, as well as the Town of Danville.

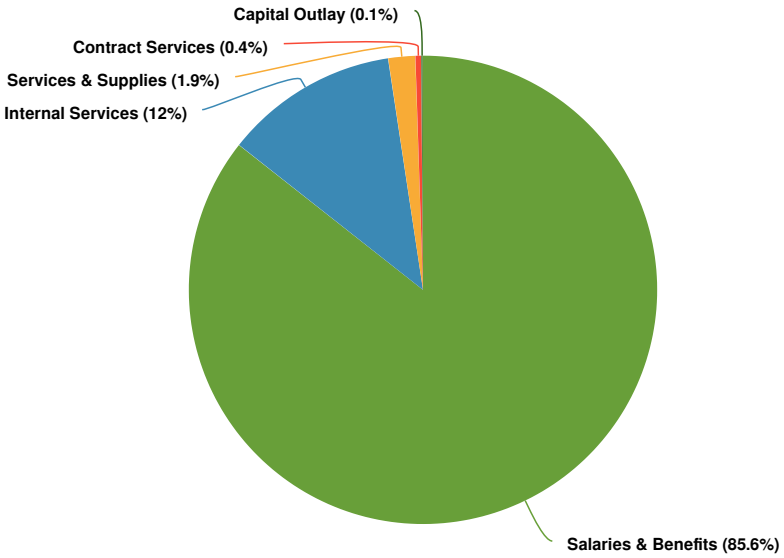
Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Implement the new Two-Year Strategic Plan, including providing quarterly progress updates to the City Council.
- Focus on transparency and timely delivery of information to the City Council as well as to residents.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection
Success rate in ensuring that complete and accurate information is presented in the City Council's agenda packets, measured by the use of SB 343 memos.	95%	95%
Maximum number of days to respond to resident issues / complaints to the City Manager's Office.	1	1

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$986,542	$1,187,622	$1,247,291	$1,579,454	$1,633,000
Benefits	$332,040	$386,202	$386,202	$598,883	$638,499
Services & Supplies	$34,845	$45,770	$45,770	$47,370	$47,470
Internal Service Fund Charges	$254,761	$319,264	$319,264	$305,288	$314,583
Contracted Services	$3,876	$10,000	$20,700	$10,000	$10,000
Professional Consulting	$15,238	$0	$0		
Capital Outlay	$472	$3,000	$6,878	$3,000	$3,000
Total Expense Objects:	**$1,627,773**	**$1,951,858**	**$2,026,105**	**$2,543,995**	**$2,646,552**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$1,454,511	$1,783,450	$1,798,028	$2,447,464	$2,646,552
American Rescue Plan Act(ARPA)	$173,262	$168,408	$228,077	$96,531	$0
Total:	**$1,627,773**	**$1,951,858**	**$2,026,105**	**$2,543,995**	**$2,646,552**

City Clerk's Office

The City Clerk's Office includes two functions: City Clerk/Records and Elections. The City Clerk's Office is responsible for administering municipal elections, maintaining official City records and financial statements, passport services, the preparation of agendas and minutes of City Council meetings, and coordinating Commission and Committee appointments.

Accomplishments for 2022-23 and 2023-24

- Successful administration of 2022 General Municipal Election.
- Held two Passport Acceptance Fairs to provide Saturday appointments and hired a part-time Senior Office Assistant as the primary Passport Acceptance Officer.
- Modernized workflow processes and transitioned many processes to be completely electronic through Laserfiche Forms.
- Updated the Write-Once-Read-Many (WORM) Device for Trusted Records System and added a cloud component.
- Held Annual Records Clean-Up Day in April as part of Records and Information Management Month.

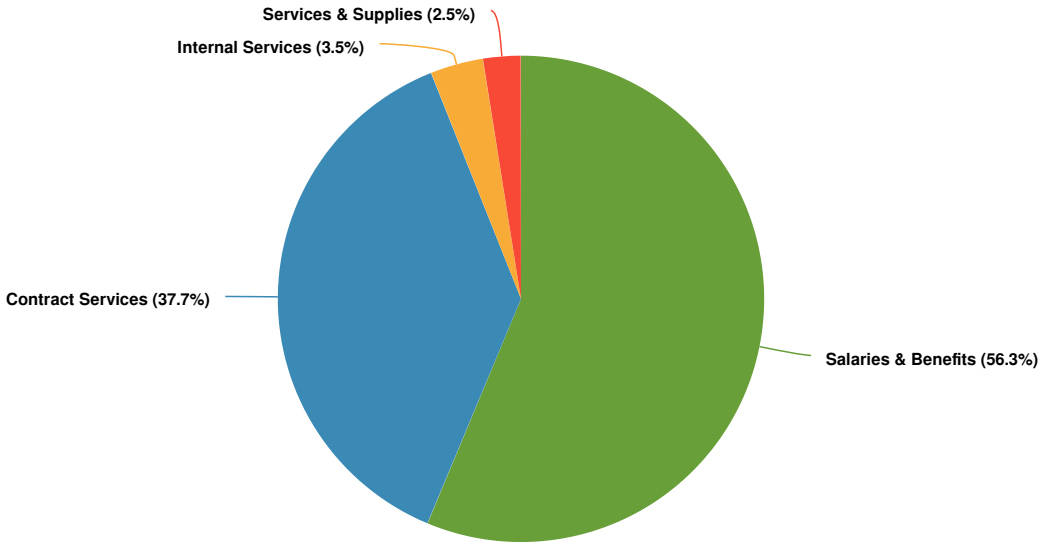
Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Prepare and administer the 2024 General Municipal Election.
- Continue to hold two Passport Acceptance Fairs per year and enhance Passport Services by adding an option for photos.
- Continue to increase public access to records via the online records portal.
- Continue Records Management implementation and update documents to reflect the move to electronic records management.
- Complete the implementation of the integration between Laserfiche and Energov.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection
Records added to or updated in Laserfiche	25,000	30,000
Boxes of paper records destroyed	200	200
Median number of days to fulfill Public Records Requests	7	7
Passport Applications Processed	1,800	1,800

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$402,924	$474,788	$474,788	$515,952	$533,901
Benefits	$133,304	$152,272	$152,272	$184,488	$187,776
Services & Supplies	$15,657	$25,795	$25,795	$31,245	$20,525
Internal Service Fund Charges	$35,067	$48,064	$48,064	$43,726	$44,717
Contracted Services	$156,938	$313,560	$375,286	$466,560	$147,560
Professional Consulting	$900	$2,400	$2,400	$2,400	$2,400
Total Expense Objects:	**$744,790**	**$1,016,879**	**$1,078,605**	**$1,244,371**	**$936,879**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$744,790	$1,016,879	$1,078,605	$1,244,371	$936,879
Total General Fund:	**$744,790**	**$1,016,879**	**$1,078,605**	**$1,244,371**	**$936,879**

Communications

The Communications Division conducts media relations and digital content activities as part of its public information efforts, including the issuance of City press releases and media advisories; manages the City's website content; crafts the *City Report* newsletter and *Annual Report;* produces the Mayor's *State of the City* Address; and provides social media outreach efforts and emergency alert notifications. The Division also supports the Parks and Community Services Department in designing outreach materials such as the Activity Guides and email campaigns, and supports a variety of citywide events in the form of promotion and advertising.

Accomplishments for 2022-23 and 2023-24

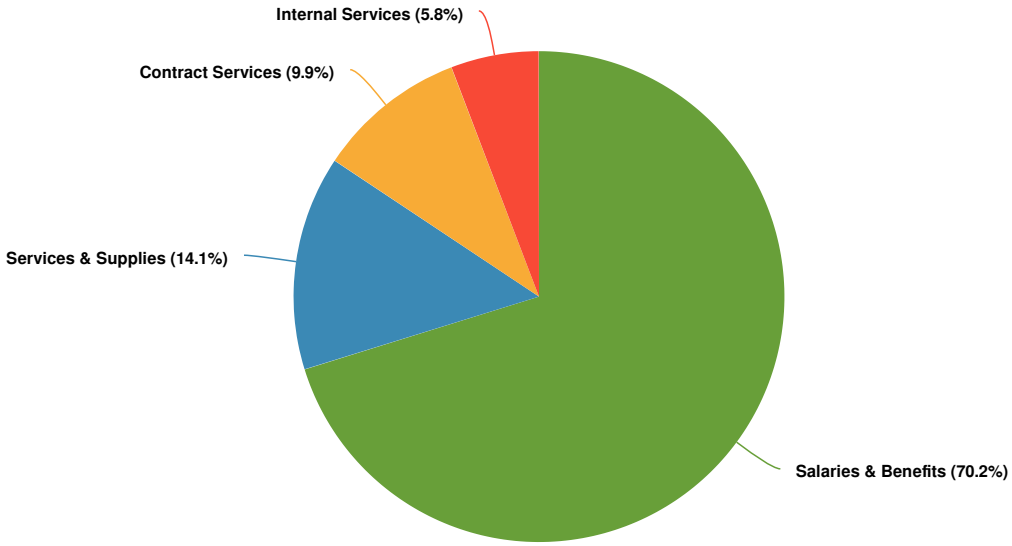
- Produced the Mayor's 2022 and 2023 "State of the City" presentations.
- Produced the 2021-2022 and 2022-2023 Dublin Police Services Annual Reports.
- Produced the 2021-2022 and 2022-2023 City Report and Annual Report newsletters.
- Produced the City's four annual activity guides.
- Produced monthly "Backyard Brief" newsletters from the City Manager.
- Produced promotional materials for all the City's events and programs.
- Maintained The Wave website, www.thedublinwave.com (http://www.thedublinwave.com), and the City website, www.dublin.ca.gov (http://www.dublin.ca.gov).
- Conducted public outreach to inform the community and obtain input on the City's move to district-based elections.
- Conducted public outreach during emergency situations (e.g., brush fires, severe weather).
- Increased video content across social media platforms.
- Created "Spotlight" videos to highlight the work of local businesses.
- Created a documentary, new logo, and branding in support of the City of Dublin's 40th Anniversary.
- Created hundreds of graphics for all social media promotions.
- Incorporated a local connection with special days/proclamations for social media content *(e.g., School of Imagination video during Autism Acceptance Month).*
- Produced documents, including press releases and fliers, in a variety of languages to reach the diverse citizenry.
- Served as Brand Manager for citywide promotions.

Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Collaborate with departments to promote all work being done by the City.
- Obtain a drone license to capture aerial views of projects, parks, trails, etc., for promotional purposes.
- Create explainer videos for the future Dublin Boulevard Extension project and for the Downtown Dublin (Dublin Commons) project.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$346,291	$359,764	$359,764	$392,633	$404,977
Benefits	$57,955	$69,748	$69,748	$81,080	$77,668
Services & Supplies	$56,175	$78,685	$78,685	$95,370	$97,020
Internal Service Fund Charges	$33,986	$38,443	$38,443	$39,145	$39,469
Utilities	$1,052	$0	$0		
Contracted Services	$13,316	$72,500	$72,500	$66,500	$66,500
Professional Consulting	$19,167	$0	$0		
Total Expense Objects:	**$527,942**	**$619,140**	**$619,140**	**$674,728**	**$685,635**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$508,775	$619,140	$619,140	$674,728	$685,635
General Fund Designated Reserv	$19,167	$0	$0		
Total:	**$527,942**	**$619,140**	**$619,140**	**$674,728**	**$685,635**

Economic Development

The Economic Development Division is responsible for activities to attract, retain and expand businesses; economic reports; development of various business marketing materials; and the implementation of the Business Concierge Program, Business Anniversary Recognition Program, and Citywide Street Banner Program, including Military Banners. Economic Development staff participate in regional efforts including, but not limited to, the East Bay Economic Development Alliance, iGATE, East Bay Leadership Council, Startup Tri-Valley, Innovation Tri-Valley Leadership Group, and Visit Tri-Valley. Staff also partner with the East Bay Small Business Development Center, Bay Area Urban Manufacturing Initiative, East Bay SCORE, Tri-Valley Career Center, and the Dublin Chamber of Commerce on small business support, as well as participate in membership groups such as the California Association for Local Economic Development (CALED), International Council of Shopping Centers (ICSC), and the Urban Land Institute (ULI). The division provides support to businesses through programs such as the Commercial Facade Improvement Grant, Outdoor Operations Grant, Shop Local Campaigns, and Small Business Navigator. Additionally, it is actively supporting the Downtown Dublin (Dublin Commons) project, the Dublin Centre project, and the Fallon Road Economic Development Zone.

Beginning in Fiscal Year 2024-2025, the Eocnomic Development Division will assume responsibility for administering the Business License Program.

Accomplishments for 2022-23 and 2023-24

- Initiated the Economic Development Strategy and General Plan Economic Development Element update process including conducting focus groups and surveys to gather feedback from stakeholders, businesses, and the community-at-large.
- Execution of the Business Recovery Playbook (Post-Pandemic Strategic Action Plan) to help business recovery efforts.
- Continued the successful Business Spotlight Series, collaborating with the Communications team to showcase Dublin's small businesses through engaging video content.
- Introduced the Small Business Navigator Program, connecting Dublin's small businesses with essential technical support from qualified service providers.
- Maintained the momentum of the Small Business Webinar Series in partnership with Dublin Police Services, delivering educational sessions on various topics including coaching, branding, graphic design, and business safety.
- Launched the "Dublin Marketplace" loyalty rewards program to invigorate local commerce.
- Distributed the City of Dublin Holiday Gift Guide, providing businesses with affordable advertising opportunities.
- Facilitated industry-specific and general business roundtables, fostering dialogue and collaboration among sectors including fitness, retail, medical, education and recreation, personal services, food and beverage, and manufacturing.
- Provided financial assistance for façade improvement projects for small businesses.
- Managed the Business Concierge Program, responding to more than 200 inquiries.
- Sustained the mobile text program and publication of the bi-monthly Dublin Business Brief.
- Collaborated with Visit Tri-Valley on initiatives like Restaurant Week and Strategic Planning Session.
- Hosted the Business Anniversary event and continued managing the Military Banner Program, honoring local service members.
- Co-hosted the Startup Tri-Valley podcast featuring industry leaders like Saurabh Kumar, CEO of Rezolve.ai, a Dublin-based AI business.
- Supported and sponsored the 1st Annual Tri-Valley Generative AI Summit and the launch of an AI Sessions Series.
- Updated the Massage Establishment Ordinance to enhance safety standards.

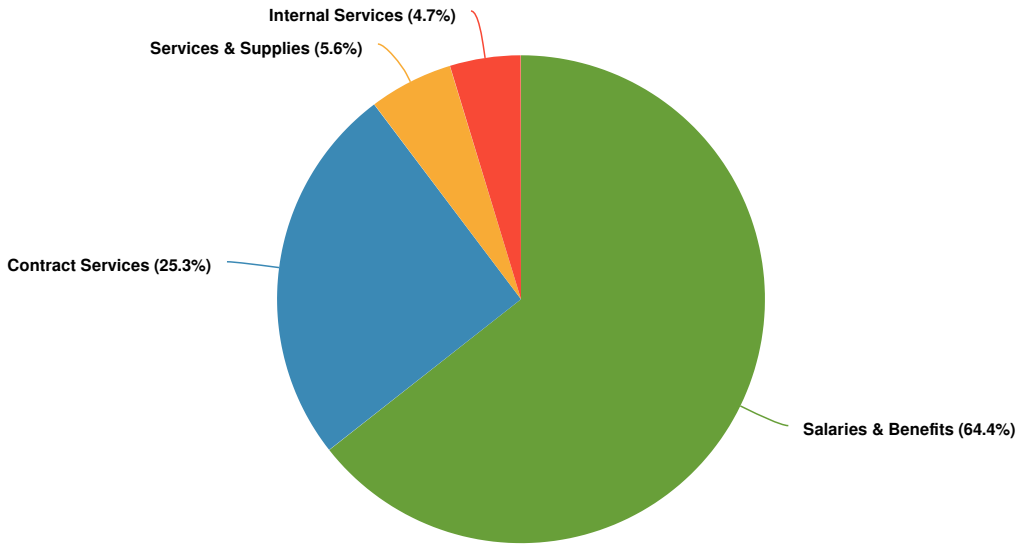
Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Bolster the Business Concierge Program and business resources to provide a more enhanced level of support to existing and prospective businesses.
- Implement the updated Economic Development Strategy to diversify and strengthen the City's economic profile.
- Maintain collaboration with property owners east of Fallon Road to progress the extension of Dublin Blvd. and the Fallon Road Economic Development Zone, and associated mitigation strategies and funding avenues.
- Advance the Downtown Dublin (Dublin Commons) project, including the exploration of funding options.
- Advance the Dublin Centre project, including business attraction.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection
Number of businesses assisted via the Small Business Navigator Program.	10	10
Number of inquiries addressed through the Business Concierge Program.	75	75
Number of events hosted to support local businesses.	5	5

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$381,729	$398,250	$398,250	$439,329	$453,695

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Benefits	$148,078	$173,418	$173,418	$217,901	$233,187
Services & Supplies	$58,265	$65,909	$65,909	$56,878	$56,878
Internal Service Fund Charges	$32,988	$39,715	$39,715	$47,974	$49,181
Contracted Services	$409,936	$758,240	$1,390,889	$258,240	$258,240
Professional Consulting	$17,476	$180,000	$364,375	$0	$0
Capital Outlay	$3,345	$0	$0		
Other	$60,663	$0	$0		
Total Expense Objects:	**$1,112,481**	**$1,615,532**	**$2,432,557**	**$1,020,322**	**$1,051,181**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$666,991	$1,015,532	$1,015,532	$920,322	$951,181
General Fund Designated Reserv	$17,476	$0	$184,375	$0	$0
Small Business Assistance	$60,663	$100,000	$100,000	$100,000	$100,000
American Rescue Plan Act(ARPA)	$367,351	$500,000	$1,132,649	$0	$0
Total:	**$1,112,481**	**$1,615,532**	**$2,432,557**	**$1,020,322**	**$1,051,181**

Human Resources

The Human Resources Division oversees the City's employee recruitment and selection, classification, compensation, benefit administration, workplace safety and risk management (ergonomics, workers' compensation, safety compliance), employee training, recognition programs, and related projects.

Accomplishments for 2022-23 and 2023-24

- Administered the City's health and welfare benefit programs electronically via Employee Self Service (ESS).
- Administered the City's recruitment efforts to attract a diverse applicant pool and to hire top talent.
- Implemented new recruitment management software, NeoGov, in July 2023.
- Administered the City's risk management programs and managed the City's Safety Committee.
- Conducted workplace and safety training per the City's Illness Injury and Prevention Plan (IIPP).
- Completed inspections of City property.
- Reviewed and updated administrative policies as statutory changes occurred.
- Assisted in the implementation of the City's new enterprise resource planning (ERP) software, Tyler Munis, in April 2023.
- Implemented an electronic filing system for all personnel files.
- Purged old files in accordance with the revised records retention schedule, destroying more than 1,500 files.
- Oversaw the Fiscal Year 2022-23 employee process (adjusments to personnel benefits) in July 2023.
- Updated the City's Personnel Rules and Benefit Plan.
- Successfully completed Summer Internship Programs in 2022 and 2023.

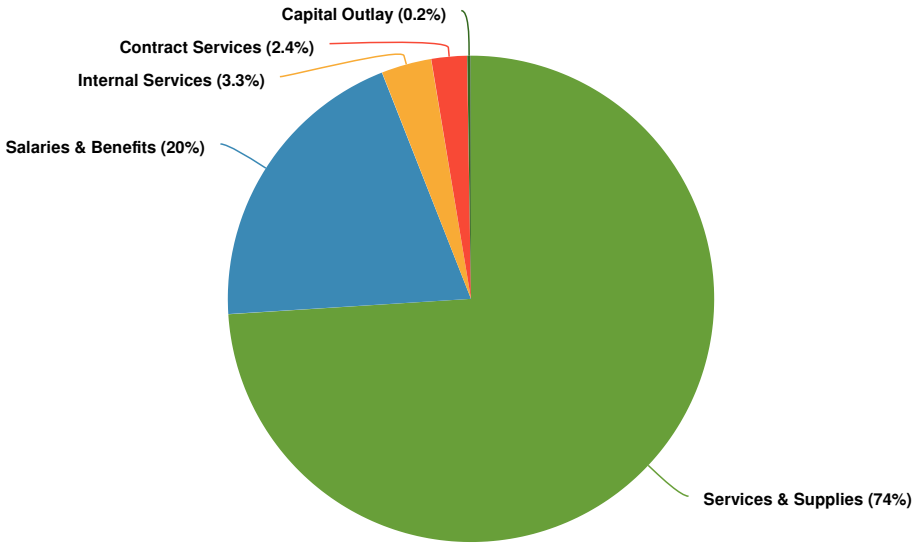
Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Implement and train all City employees on the new Workplace Violence Prevention Policy by July 1, 2024.
- Conduct biennial harassment prevention training by October 2024.
- Administer the City's health and welfare benefit programs.
- Continue to engage in best recruitment practices to attract top talent.
- Administer the City's Risk and Safety program.
- Conduct workplace and safety training per the City's Illness Injury and Prevention Plan (IIPP).
- Complete annual City property inspections.
- Assist in implementaing measures that bolster the City's diversity, equity, and inclusion (DEI) efforts).

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection
Percent of staff trained in harassment prevention.	100%	100%
Percent of staff trained in the Standardized Emergency Management System (for staff assigned as disaster service workers).	100%	100%

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$604,475	$563,743	$563,743	$626,285	$647,993
Benefits	$156,660	$205,083	$205,083	$262,741	$263,184
Services & Supplies	$1,742,232	$2,628,400	$2,808,484	$3,283,087	$3,586,616
Internal Service Fund Charges	$124,339	$163,269	$163,269	$148,129	$155,703
Contracted Services	$77,729	$51,861	$98,917	$51,861	$51,861
Professional Consulting	$70,104	$53,000	$53,000	$53,000	$53,000
Capital Outlay	$3,925	$23,000	$23,000	$11,000	$11,000
Total Expense Objects:	**$2,779,464**	**$3,688,356**	**$3,915,496**	**$4,436,103**	**$4,769,358**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$2,779,464	$3,688,356	$3,915,496	$4,436,103	$4,769,358
Total General Fund:	**$2,779,464**	**$3,688,356**	**$3,915,496**	**$4,436,103**	**$4,769,358**

Information Systems

The Information Systems Division oversees technology operations, infrastructure maintenance, and overall cyber security, securely delivering the City's technological systems, services, and data. Functions include support of computer systems, network infrastructure, the telecommunications phone system, and the overall strategy for delivering information technology (IT) services.

Accomplishments for 2022-23 and 2023-24

- Increased focus and efforts on cybersecurity, including engaging with the City's cybersecurity insurance provider on quarterly security audits.
- Assisted in the design of the Dublin Arts Center's networking, security, and audio-visual (AV) systems.
- Hired an AV Specialist to assist with events, conference and meeting room buildouts, and ongoing AV design and support.
- Completed a design plan to upgrade aging and outdated AV facilities citywide.
- Implemented a new IT Asset Management system to more accurately deploy, track, and replace citywide technology assets.
- Installed a new AT&T Switched Ethernet networking circuit to the Shannon Community Center, Senior Center, Heritage Park, the Corporation Yard, and the Civic Center to increase bandwidth and reliability for those sites' internet and interoffice connectivity.
- Updated the VMWare server farm hardware to increase storage capacity and server performance.
- Rebuilt the Geographic Information System (GIS) server stack to implement new software features; transitioned the GIS function to the Public Works Department.
- Deployed situational cameras at the Civic Center, The Wave, Shannon, Senior, and Heritage facilities.
- Improved intrusion protection and prevention technology, security systems, and forensics abilities at The Wave, resulting in the prevention of several break-ins.

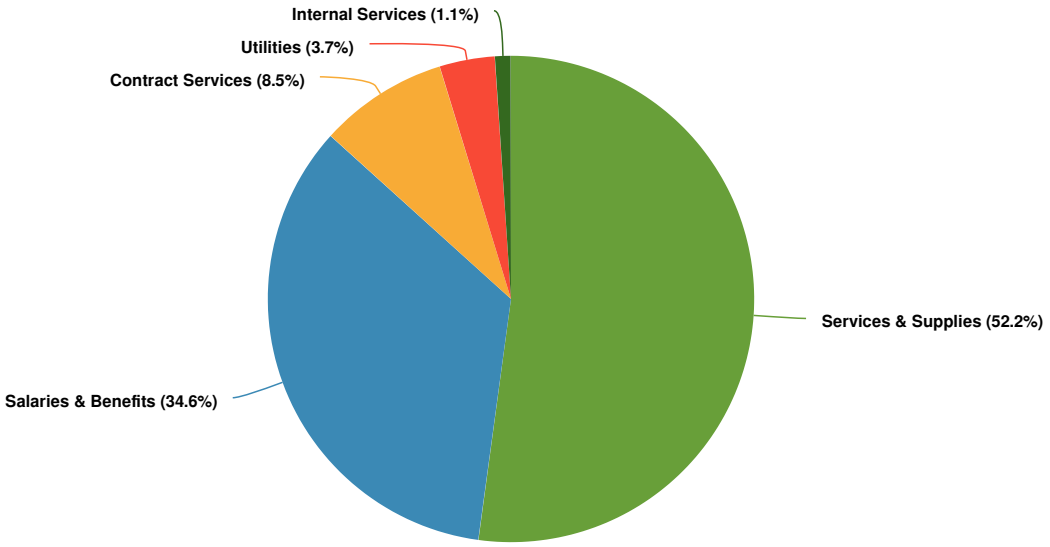
Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Implement Mobile Device Management to provide visibility and control over mobile assets.
- Deploy additional situational and security cameras, alarms, and access control systems at Shannon, the Corporation Yard, the Dublin Arts Center, and the Public Safety Complex.
- Assist Dublin Police Services in deploying their "Drone as a First Responder" technology, upgrading citywide situational and license plate reader cameras throughout the City, and testing mobile situational cameras in certain areas.
- Upgrade cybersecurity prevention tools and measures to include proactive monitoring and notification of potentially threatening events that can cause downtime and/or loss of data.
- Develop technology and cybersecurity training standards, practices, and procedures for all City staff, contractors, and vendor-partner personnel.
- Develop and document cybersecurity incident response plans and policies, including cyber use policies, disaster recovery policies, and business continuity policies.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection
Yearly business hours up-time (availability of City technology infrastructure).	99.9%	99.9%
Average help-desk response time, measured from when a ticket is logged.	4 hours	4 hours

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Salaries & Wages	$707,642	$1,117,120	$1,117,120	$968,065	$1,001,666
Benefits	$174,568	$357,002	$357,002	$270,134	$263,063
Services & Supplies	$797,980	$1,641,468	$1,668,782	$1,868,708	$1,912,885
Internal Service Fund Charges	$47,535	$34,284	$34,284	$37,713	$41,484
Utilities	$143,323	$229,275	$229,275	$132,140	$137,225
Contracted Services	$49,620	$128,467	$131,042	$63,000	$70,500
Professional Consulting	$315,453	$221,590	$232,719	$243,300	$243,300
Capital Outlay	$441,047	$0	$8,441	$0	$0
Other	$29,593	$0	$0		
Total Expense Objects:	**$2,706,761**	**$3,729,206**	**$3,778,665**	**$3,583,060**	**$3,670,123**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
American Rescue Plan Act(ARPA)	$75,000	$0	$399	$0	$0
IT Fund	$2,631,761	$3,729,206	$3,778,266	$3,583,060	$3,670,123
Total:	**$2,706,761**	**$3,729,206**	**$3,778,665**	**$3,583,060**	**$3,670,123**

City Manager - Other Programs

The CIty Manager - Other Programs budget funds activities that are not allocated to a specific operating department. The following programs are included: Community Television, Disaster Preparedness, and Animal Control. The Community Television function includes funding for and oversight of Tri-Valley Community Television, a non-profit corporation, which provides education and government cable television access to the Tri-Valley area, including the City of Dublin. The Disaster Preparedness function provides for training and activities for Dublin staff who are designated disaster service workers, and related equipment and supplies. Animal Control services for shelter and enforcement are provided under contract with Alameda County.

Accomplishments for 2022-23 and 2023-24

- Adopted the 2023 Tri-Valley Local Hazard Mitigation Plan.
- Conducted Disaster Preparedness Trainings, including a joint tabletop exercise with Dublin San Ramon Services District (DSRSD).
- Established two Community Emergency Response Team (CERT) cohorts.
- Worked with the Federal Emergency Management Agency (FEMA) on support for the Winter 2022-23 storm response.
- Responded to 48 Potentially Dangerous and Vicious Dog ordinance infractions.

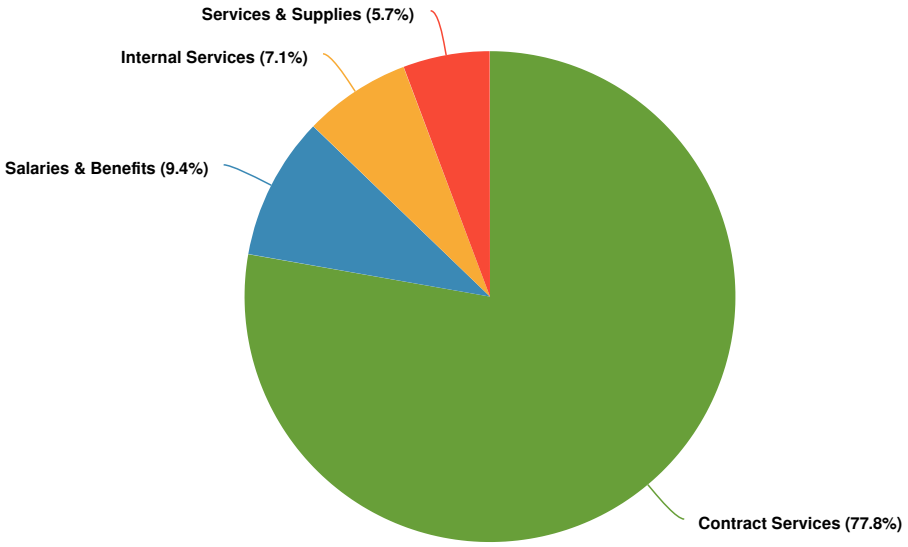
Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Conduct Disaster Preparedness Training: Emergency Operation Center Action Planning, Section Chiefs, VEOCI bootcamps, and others.
- Complete Emergency Operations Gap Analysis and create functional annexes to the Emergency Operations Plan (EOP).
- Conduct a full-scale functional Emergency Operations Center exercise.
- Procure necessary supplies and materials for City-operated facilities.
- Establish an annual calendar of community trainings to be offered by Alameda County Fire Department (ACFD).
- Complete upgrade to the City Council Chambers broadcast cameras.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection
Number of community emergency preparedness training conducted.	4	6
Number of functional emergency operations plan annexes prepared.	2	4

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



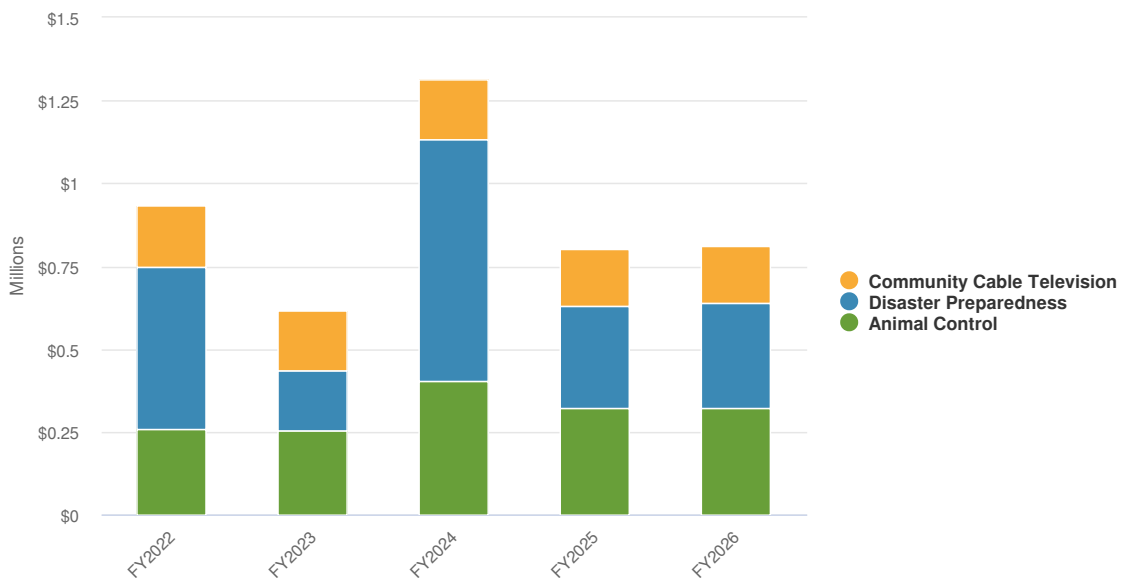
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$73,591	$89,604	$89,604	$49,292	$51,006
Benefits	$19,010	$25,203	$25,203	$26,274	$28,135
Services & Supplies	$2,738	$45,750	$45,750	$45,750	$45,750
Internal Service Fund Charges	$48,688	$56,056	$56,056	$56,603	$59,924
Contracted Services	$471,866	$924,475	$1,024,114	$522,582	$524,242
Professional Consulting	$0	$75,000	$75,000	$100,000	$100,000
Other	$777	$0	$0		
Total Expense Objects:	**$616,670**	**$1,216,088**	**$1,315,727**	**$800,501**	**$809,057**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$563,984	$774,779	$862,853	$765,501	$774,057
Cable TV Facilities	$44,909	$35,000	$46,566	$35,000	$35,000
Federal COVID-19 Financial Ast	$777	$0	$0		
American Rescue Plan Act(ARPA)	$7,000	$406,309	$406,309	$0	$0
Total:	**$616,670**	**$1,216,088**	**$1,315,727**	**$800,501**	**$809,057**

Expenditures by Division

Budgeted and Actual Expenditures by Division



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expenditures					
Disaster Preparedness	$183,430	$731,737	$731,737	$307,769	$314,665
Animal Control	$253,869	$313,224	$401,298	$321,605	$323,265
Community Cable Television	$179,371	$171,127	$182,693	$171,127	$171,127
Total Expenditures:	**$616,670**	**$1,216,088**	**$1,315,727**	**$800,501**	**$809,057**

Animal Control

Expenditures by Expense Type

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Contracted Services	$253,869	$313,224	$401,298	$321,605	$323,265
Total Expense Objects:	**$253,869**	**$313,224**	**$401,298**	**$321,605**	**$323,265**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$253,869	$313,224	$401,298	$321,605	$323,265
Total General Fund:	**$253,869**	**$313,224**	**$401,298**	**$321,605**	**$323,265**

Community Cable Television

Expenditures by Expense Type

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Services & Supplies	$1	$150	$150	$150	$150
Contracted Services	$179,370	$170,977	$182,543	$170,977	$170,977
Total Expense Objects:	**$179,371**	**$171,127**	**$182,693**	**$171,127**	**$171,127**

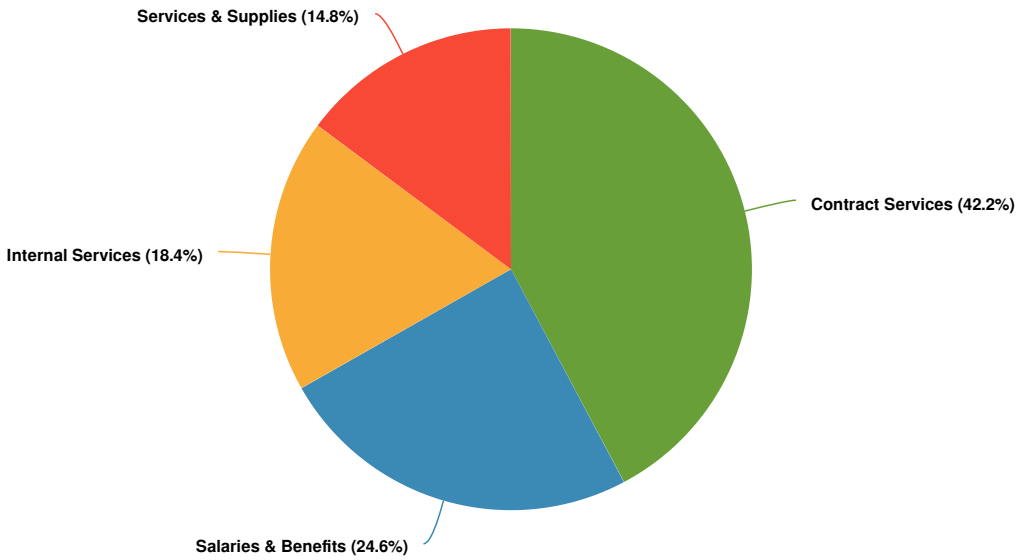
Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$134,462	$136,127	$136,127	$136,127	$136,127
Cable TV Facilities	$44,909	$35,000	$46,566	$35,000	$35,000
Total:	**$179,371**	**$171,127**	**$182,693**	**$171,127**	**$171,127**

Disaster Preparedness

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$73,591	$89,604	$89,604	$49,292	$51,006
Benefits	$19,010	$25,203	$25,203	$26,274	$28,135
Services & Supplies	$2,738	$45,600	$45,600	$45,600	$45,600
Internal Service Fund Charges	$48,688	$56,056	$56,056	$56,603	$59,924
Contracted Services	$38,626	$440,274	$440,274	$30,000	$30,000
Professional Consulting	$0	$75,000	$75,000	$100,000	$100,000
Housing Loans	$777	$0	$0		
Total Expense Objects:	**$183,430**	**$731,737**	**$731,737**	**$307,769**	**$314,665**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$175,653	$325,428	$325,428	$307,769	$314,665
Federal COVID-19 Financial Ast	$777	$0	$0		
American Rescue Plan Act(ARPA)	$7,000	$406,309	$406,309	$0	$0
Total:	**$183,430**	**$731,737**	**$731,737**	**$307,769**	**$314,665**

City Attorney

The City contracts with an outside firm, Redwood Public Law, for legal services. In addition to having a partner specifically designated as City Attorney for legal services, the firm has a number of practicing attorneys specializing in various areas of municipal law who are utilized by the City on an as-needed basis. The City Attorney provides the following services to the City Council and staff: legal opinions related to City business; drafts and reviews proposed ordinances, resolutions, and contracts; represents the City in certain litigation; and provides legal counsel on development review issues.

Accomplishments for 2022-23 and 2023-24

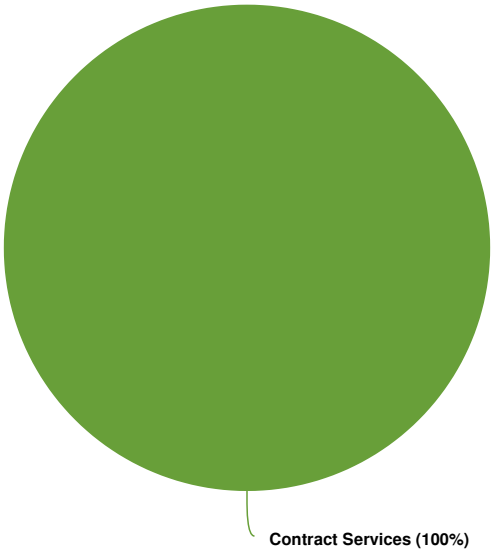
- Provided legal support for City Council initiatives.

Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Continue to provide legal support for City Council initiatives which involve new ordinances or resolutions.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Professional Consulting	$670,652	$985,000	$999,415	$985,000	$985,000
Total Expense Objects:	**$670,652**	**$985,000**	**$999,415**	**$985,000**	**$985,000**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$485,487	$725,000	$739,415	$725,000	$725,000
Developer Deposit	$169,036	$200,000	$200,000	$200,000	$200,000
Affordable Housing Fund	$16,128	$60,000	$60,000	$60,000	$60,000
Total:	**$670,652**	**$985,000**	**$999,415**	**$985,000**	**$985,000**

Organizational Chart

Finance Department

The Finance Department is responsible for budget, treasury, accounting, financial reporting, and payroll. Finance staff oversee the implementation and use of the Enterprise Resource System, the administration of community facilities districts in Dublin, and City debt management.

Accomplishments for 2022-23 and 2023-24

- Successfully converted to the Tyler Munis Financial system, which went live in July 2022.
- Successfully converted to the Tyler Munis Human Capital Management, which went live in April 2023.
- Issued bonds on behalf of the Dublin Crossing Community Facilities District.
- Established the Dublin Ranch Community Facilities Districts.
- Completed Fiscal Year 2022-23 in a surplus position, and prepared a balanced budget for Fiscal Year 2023-24 in conjunction with all other departments.
- Received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for the City's Annual Comprehensive Financial Report for the Fiscal Year 2022-23.
- Conducted a comprehensive user fee study.
- Implemented an electronic purchase order workflow/approval process.

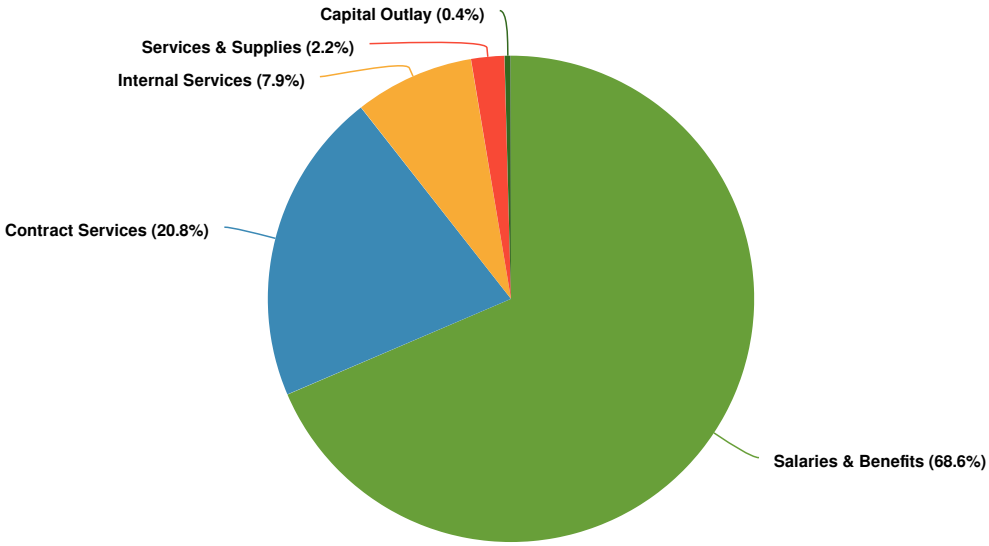
Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Propose a balanced General Fund budget for Fiscal Years 2024-25 and 2025-26.
- Assure fiscal accountability to the public, in compliance with established accounting standards.
- Provide financial oversight and administer all accounting functions with efficiency and accuracy.
- Review and update the City's Internal Service Equipment Replacement funds to account for aging infrastructure.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection
Receive Unqualified Audit Opinion.	Yes	Yes
Receive Distinguished Budget Presentation award from GFOA.	Yes	Yes
Consecutive years receiving award for GFOA's Excellence in Financial Reporting.	34	35
Average number of days from approved invoice received to check issuance.	4	4
Average number of days from customer payment received to cash receipt posting.	7	7
Percent of State Controller's annual finance reports completed and filed by deadlines.	100%	100%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type

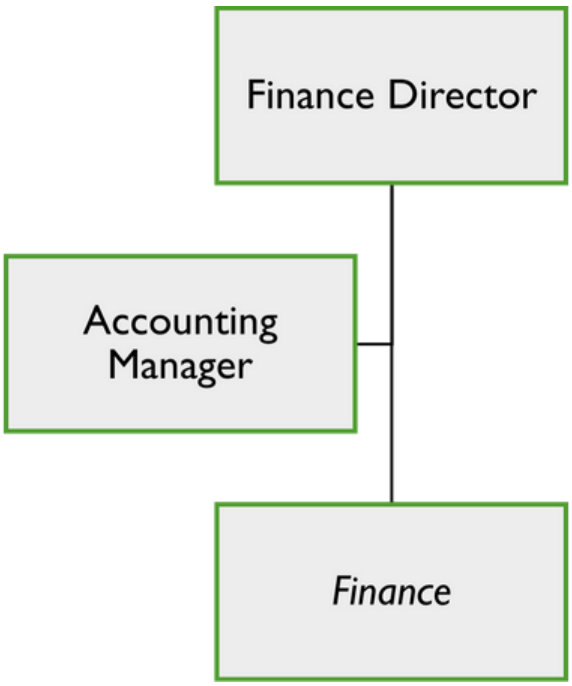


Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$1,278,738	$1,223,780	$1,223,780	$1,202,352	$1,244,078
Benefits	$457,929	$486,423	$486,423	$455,688	$464,922
Services & Supplies	$18,989	$51,890	$51,890	$53,507	$55,210
Internal Services	$144,391	$200,473	$200,473	$192,175	$197,205
Contracted Services	$169,910	$16,550	$128,653	$17,378	$18,251
Professional Consulting	$79,474	$538,500	$571,462	$486,675	$511,009
Capital Outlay	$0	$10,000	$10,000	$10,000	$10,000
Total Expense Objects:	**$2,149,430**	**$2,527,616**	**$2,672,681**	**$2,417,775**	**$2,500,675**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$2,149,430	$2,527,616	$2,672,681	$2,417,775	$2,500,675
Total General Fund:	**$2,149,430**	**$2,527,616**	**$2,672,681**	**$2,417,775**	**$2,500,675**

Organizational Chart



	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Personnel Allocation					
Finance Director	1.00	1.00	1.00	1.00	1.00
Accountant	1.00	1.00	1.00	1.00	1.00
Accounting Manager			1.00	1.00	1.00
Asst. Finance Director	1.00	1.00	0.00	0.00	0.00
Financial Analyst	1.00	1.00	1.00	1.00	1.00
Management Analyst II	1.00	1.00	1.00	1.00	1.00
Senior Accountant	1.00	1.00	1.00	1.00	1.00
Senior Finance Technician	1.00	1.00	1.00	1.00	1.00
Senior Office Assistant	1.00	1.00	1.00	1.00	1.00
Total Positions	**8.00**	**8.00**	**8.00**	**8.00**	**8.00**

Non-Departmental

The Non-Departmental budget accounts for activities that are managed by staff across various departments, including funding for the Dougherty Regional Fire Authority (a closed benefit plan), Library Services and Human Services programs, and Non-Departmental Other (asset replacements, General Fund projects using reserves, administrative fees, etc).

Accomplishments for 2022-23 and 2023-24

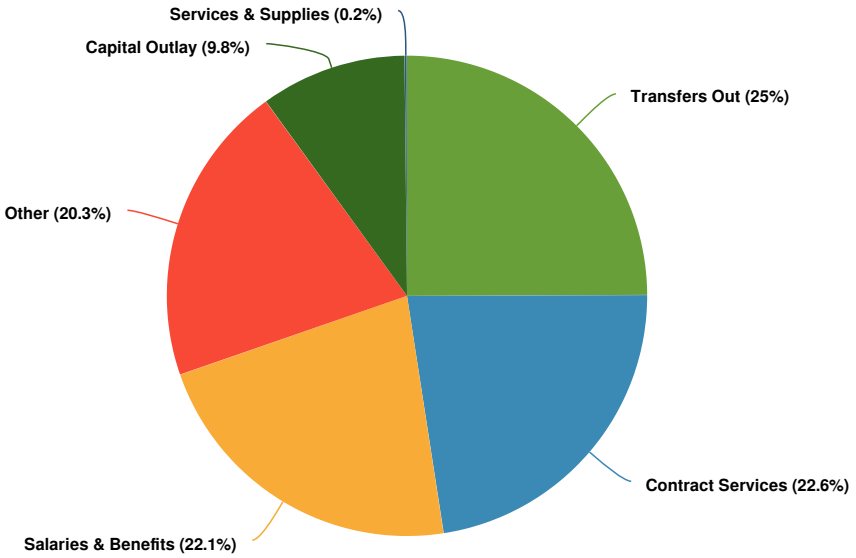
- Continued to make additional payments towards the City's unfunded retirement costs.
- Made an additional $3.46 million payment to reduce the City's share of the Dougherty Regional Fire Authority Unfunded Pension Liability.
- Conducted a Human Services Needs Assessment.
- Conducted an actuarial update on the City's Other Post-Employment Benefit Plan.
- Contributed $2 million annually to the City's Equipment Replacement Fund for preventative maintenance.
- Continued to fund additional hours of operation of the Dublin Library.
- Purchased replacement vehicles in the City's fleet.
- Continued to provide American Rescue Plan Act (ARPA) funds to the community.

Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Contribute annually to the City's Equipment Replacement Fund for preventative maintenance costs
- Conduct a new actuarial update on the City's Other Post-Employment Benefit Plan.
- Procure necessary replacement assets, as well as new supplies and materials, for City-operated facilities

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$250	$6,000	$6,000	$0	$0
Benefits	$5,249,108	$2,787,022	$2,787,022	$1,816,973	$1,898,200
Services & Supplies	$11,092	$17,900	$18,102	$12,900	$12,900
Utilities	$423	$0	$0		
Contracted Services	$1,738,125	$1,659,949	$1,819,194	$1,656,436	$1,692,765
Professional Consulting	$95,439	$195,000	$217,063	$201,000	$199,500
Capital Outlay	$2,945,749	$567,500	$1,255,674	$807,900	$699,790
Other	$1,939,678	$1,715,760	$1,675,650	$1,668,650	$1,665,250
Transfers Out	$2,052,760	$2,056,600	$2,056,600	$2,050,000	$2,050,000
Total Expense Objects:	**$14,032,624**	**$9,005,731**	**$9,835,306**	**$8,213,859**	**$8,218,405**

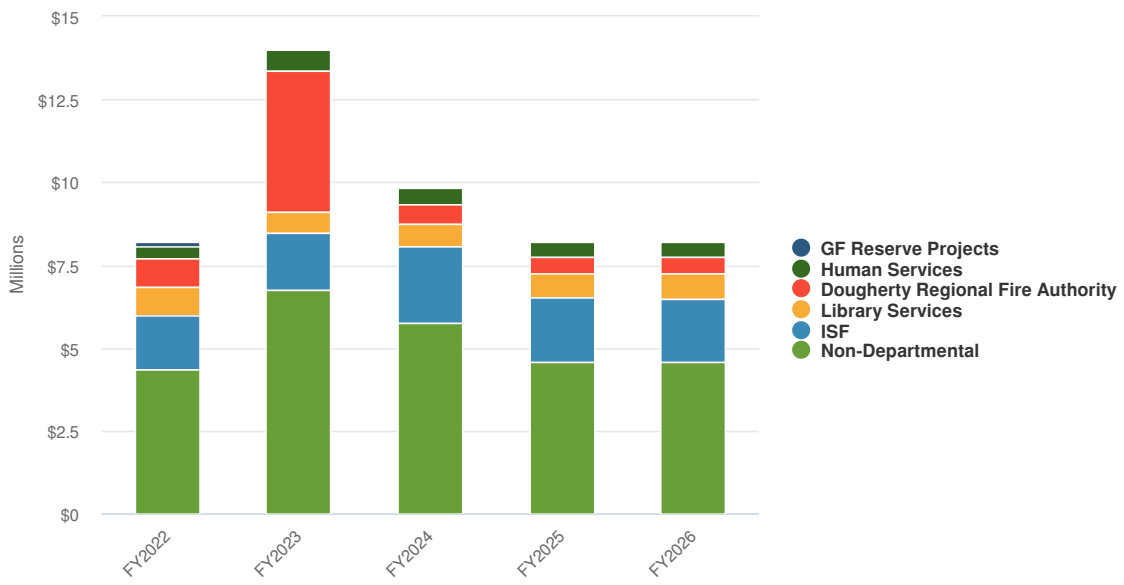
Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$9,039,140	$6,882,231	$6,956,192	$5,793,459	$5,847,320
General Fund Designated Reserv	$32,981	$0	$0		
Vehicle Abatement	$29,382	$50,000	$50,000	$50,000	$50,000
Affordable Housing Fund	$0	$8,000	$8,000	$8,000	$8,000
Community Development Block Gr	$307,484	$105,600	$115,395	$105,600	$105,600
American Rescue Plan Act(ARPA)	$163,000	$163,000	$186,595	$163,000	$163,000
Federal Grants - General	$389,481	$0	$0	$0	
Community Park Improvements	$10,650	$0	$0		

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Neighborhood Park Improvements	$1,600	$0	$9,050	$0	$0
Fire Impact Fees	$200,000	$100,000	$100,000	$50,000	$50,000
EDTIF Category 1	$0	$50,000	$75,000	$50,000	$50,000
EDTIF Category 2	$3,059	$10,000	$10,000	$10,000	$10,000
Vehicles Replacement	$470,578	$207,000	$558,377	$538,000	$540,000
Facilities Replacement	$2,178,806	$0	$60,000	$0	$0
Equipment Replacement	$286,387	$360,500	$637,297	$269,900	$159,790
IT Fund	$3,478	$0	$0		
Retiree Health	$916,598	$1,069,400	$1,069,400	$1,175,900	$1,234,695
Total:	**$14,032,624**	**$9,005,731**	**$9,835,306**	**$8,213,859**	**$8,218,405**

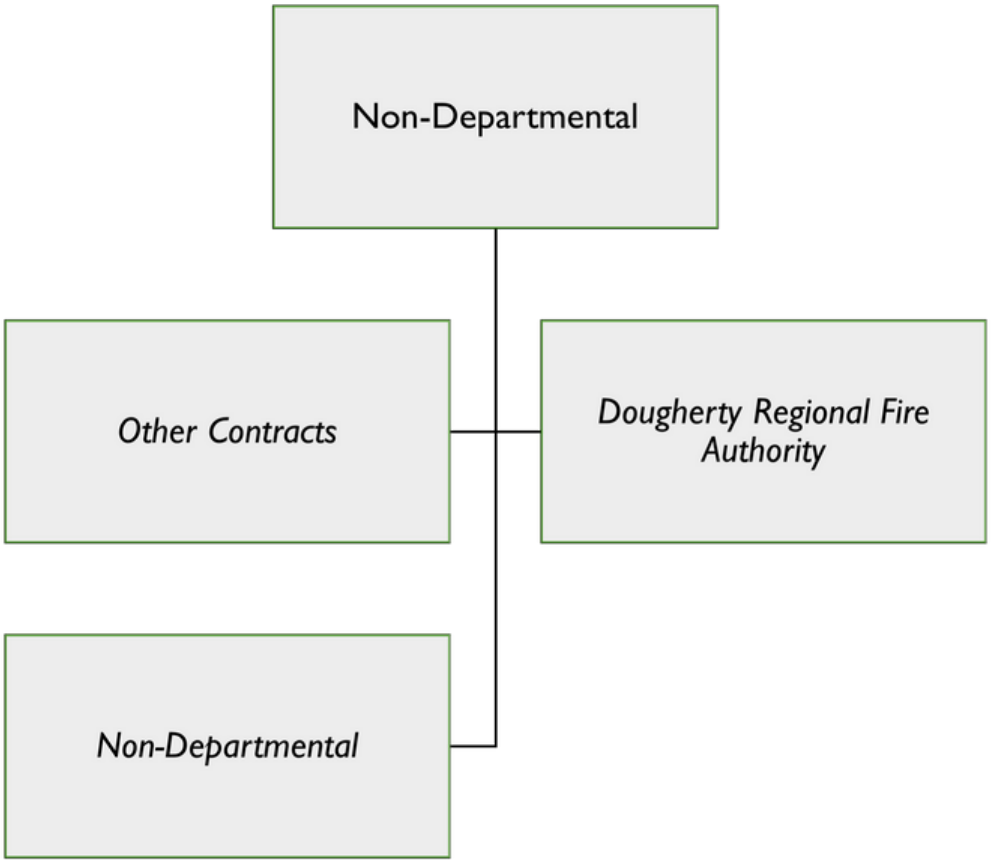
Expenditures by Division

Budgeted and Actual Expenditures by Division



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expenditures					
Non-Departmental	$6,763,337	$5,672,050	$5,755,382	$4,562,150	$4,563,750
Human Services	$622,383	$453,490	$511,558	$454,000	$454,000
Library Services	$638,823	$671,349	$671,349	$708,836	$740,165
Dougherty Regional Fire Authority	$4,254,392	$571,942	$571,942	$505,073	$526,005
ISF	$1,720,708	$1,636,900	$2,325,074	$1,983,800	$1,934,485
GF Reserve Projects	$32,981	$0	$0		
Total Expenditures:	**$14,032,624**	**$9,005,731**	**$9,835,306**	**$8,213,859**	**$8,218,405**

Organizational Chart



Dougherty Regional Fire Authority

The Non-Departmental Other budget funds items that are not allocated to another budget activity. For example, this includes costs associated with replacement of capital assets, credit card processing fees, administrative fees associated with part-time employee retirement system charges (PARS), the commute alternative incentive program for employees, funding to make additional contributions to CalPERS, administrative fees for property tax administration charges, banking fees, and preventative maintenance funding. In addition, the budget funds the City's estimated share of the Dougherty Regional Fire Authority (DRFA) liabilities. Prior to the City's contracting within Alameda County Fire Department in July 1997, the Dougherty Regional Fire Authority provided services to the cities of Dublin and San Ramon. DRFA continues to exist as a Joint Powers Authority, only of the purposes of distributing the outstanding liabilities and assets to the cities.

Expenditures by Expense Type

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Benefits	$4,249,992	$571,942	$571,942	$499,073	$521,505
Professional Consulting	$4,400	$0	$0	$6,000	$4,500
Total:	**$4,254,392**	**$571,942**	**$571,942**	**$505,073**	**$526,005**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$4,254,392	$571,942	$571,942	$505,073	$526,005
Total General Fund:	**$4,254,392**	**$571,942**	**$571,942**	**$505,073**	**$526,005**

Human Services

The City's Human Services Grants Program provides financial support to local non-profit organizations serving Dublin residents through designated funding sources: 1) the City's General Fund; 2) the Federal Community Development Block Grant program; 3) the American Rescue Plan Act; and 4) the City's Affordable Housing Fund. The Grants Program includes a competitive application process, mandatory participation in meetings and presentations, and strict financial reporting requirements. Funding is recommended annually by the Human Services Commission and awarded by the City Council to organizations that best meet the community's needs in keeping with the Grant Program guidelines.

Expenditures by Expense Type

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Salaries & Wages	$250	$6,000	$6,000	$0	$0
Benefits	$7	$180	$180	$0	$0
Services & Supplies	$2,101	$2,400	$2,602	$2,400	$2,400
Contracted Services	$606,954	$431,000	$488,866	$437,600	$437,600
Contribution to Other Agency	$13,071	$13,910	$13,910	$14,000	$14,000
Total:	**$622,383**	**$453,490**	**$511,558**	**$454,000**	**$454,000**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$151,899	$183,490	$208,168	$177,400	$177,400
Affordable Housing Fund	$0	$8,000	$8,000	$8,000	$8,000
Community Development Block Gr	$307,484	$99,000	$108,795	$105,600	$105,600
American Rescue Plan Act(ARPA)	$163,000	$163,000	$186,595	$163,000	$163,000
Total:	**$622,383**	**$453,490**	**$511,558**	**$454,000**	**$454,000**

Library Services

The Dublin Public Library is owned by the City of Dublin and library services are provided through a contract agreement with the Alameda County Library System.

Expenditures by Expense Type

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Utilities	$423	$0	$0		
Contracted Services	$638,400	$671,349	$671,349	$708,836	$740,165
Total:	**$638,823**	**$671,349**	**$671,349**	**$708,836**	**$740,165**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$638,823	$671,349	$671,349	$708,836	$740,165
Total General Fund:	**$638,823**	**$671,349**	**$671,349**	**$708,836**	**$740,165**

Non-Departmental Other

The Non-Departmental Other budget funds items that are not allocated to another budget activity. For example, this includes costs associated with replacement of capital assets, credit card processing fees, administrative fees associated with part-time employee retirement system charges (PARS), the commute alternative incentive program for employees, funding to make additional contributions to CalPERS, administrative fees for property tax administration charges, banking fees and preventative maintenance funding.

Expenditures by Expense Type

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Benefits	$999,108	$2,214,900	$2,214,900	$1,317,900	$1,376,695
Services & Supplies	$8,991	$15,500	$15,500	$10,500	$10,500
Contracted Services	$492,772	$557,600	$658,979	$510,000	$515,000
Professional Consulting	$91,039	$195,000	$217,063	$195,000	$195,000
Capital outlay - Expendable	$68,183	$0	$60,000	$0	$0
Capital Outlay - ISF	$742,428	$567,500	$1,195,674	$807,900	$699,790
Capital Outlay - Depreciation	$2,135,139	$0	$0		
Budgeted Contingency	$0	$210,000	$210,000	$210,000	$210,000
Miscellaneous	$593,557	$160,000	$119,890	$110,000	$110,000
Interest Payments	$678,050	$651,850	$651,850	$624,650	$596,250
Principal Payments	$655,000	$680,000	$680,000	$710,000	$735,000
Transfers Out	$2,052,760	$2,056,600	$2,056,600	$2,050,000	$2,050,000
Total:	**$8,517,027**	**$7,308,950**	**$8,080,457**	**$6,545,950**	**$6,498,235**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Funds	$4,027,008	$5,455,450	$5,504,732	$4,402,150	$4,403,750
Vehicle Abatement	$29,382	$50,000	$50,000	$50,000	$50,000
Community Development Block Gr	$0	$6,600	$6,600	$0	$0
Federal Grants - General	$389,481	$0	$0	$0	
Community Park Improvements	$10,650	$0	$0		
Neighborhood Park Improvements	$1,600	$0	$9,050	$0	$0
Fire Impact Fees	$200,000	$100,000	$100,000	$50,000	$50,000
EDTIF Category 1	$0	$50,000	$75,000	$50,000	$50,000
EDTIF Category 2	$3,059	$10,000	$10,000	$10,000	$10,000
Vehicles Replacement	$470,578	$207,000	$558,377	$538,000	$540,000
Facilities Replacement	$2,178,806	$0	$60,000	$0	$0
Equipment Replacement	$286,387	$360,500	$637,297	$269,900	$159,790
IT Fund	$3,478	$0	$0		
Retiree Health	$916,598	$1,069,400	$1,069,400	$1,175,900	$1,234,695
Total:	**$8,517,027**	**$7,308,950**	**$8,080,457**	**$6,545,950**	**$6,498,235**

Community Development

The Community Development Department consists of four divisions: Building and Safety, Planning, Housing, and Code Enforcement. Oversight and coordination of the activities of the four divisions is the responsibility of the Community Development Director. The Department works to ensure that established land development policies are implemented and enforced in a manner that is consistent with the high standards set by the City Council and the community.

The Community Development Department also provides lead staff support to the Planning Commission. It is the mission of the Department to ensure that residential and commercial development projects are of the highest quality and design and are environmentally sustainable for a deserving community, that the buildings are safe, efficient, and constructed in accordance with internationally recognized standards, that the housing needs of all residents are addressed, and that property within the City is maintained in accordance with the standards established by the Dublin Municipal Code.

Accomplishments for 2022-23 and 2023-24

- Prepared the 2023-2031 Housing Element.
- Prepared updates to the Inclusionary Zoning Ordinance and Non-Residential Development Affordable Housing Impact Fees and updated the methodology for establishing Affordable Housing In-Lieu Fees.
- Prepared amendments to the Downtown Dublin Specific Plan to implement the Preferred Plan approved by the City Council.
- Processed the development application for The DC project which implements the Preferred Plan approved by the City Council.
- Implemented EnerGov as the City's new permit system for managing, tracking, and monitoring development activities.
- Facilitated the production of 414 affordable housing units for seniors and families.
- Prepared Construction and Fire Code Amendments for the adoption of the 2022 Edition of the California Building and Standards Codes.
- Prepared amendments to the Green Building Code to include requirements for the use of low carbon concrete.
- Consolidated Code Enforcement activities for Building, Planning, Housing, Public Works, and Fire Prevention into a single division.
- Facilitated new construction starts (over 500 new dwelling units).
- Facilitated new construction completions (over 700 new dwelling units, Grafton Plaza, Dublin Nissan and Infinity).

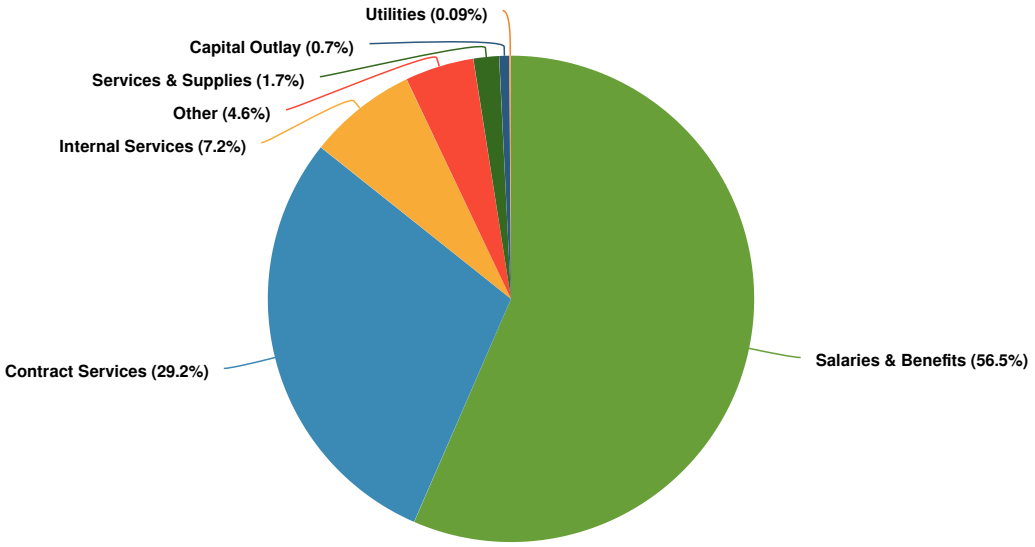
Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Implement the 2023-2031 Housing Element Programs.
- Facilitate the acquisition of Transit Center Site D-1 for an affordable housing development.
- Revise the City's First Time Homebuyer Loan Program.
- Update the City's Guide to the Inclusionary Zoning Regulations.
- Update the City's Construction and Fire Codes in accordance with State law and the 2025 Edition of the California Building and Standards Codes
- Advance senior and assisted living projects as developers prepare building permits.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection
Building permits issued.	2,500	2,600
New dwelling units started.	221	328
New dwelling units finaled.	795	283
New First Time Homebuyer Loans processed.	6	6

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$2,322,274	$2,593,067	$2,593,067	$2,858,358	$2,957,546
Benefits	$745,650	$874,193	$874,193	$1,080,604	$1,145,007
Services & Supplies	$49,324	$86,269	$86,269	$118,258	$102,124
Internal Services	$440,313	$533,930	$533,930	$503,352	$519,508
Utilities	$1,615	$4,620	$4,620	$6,540	$6,540

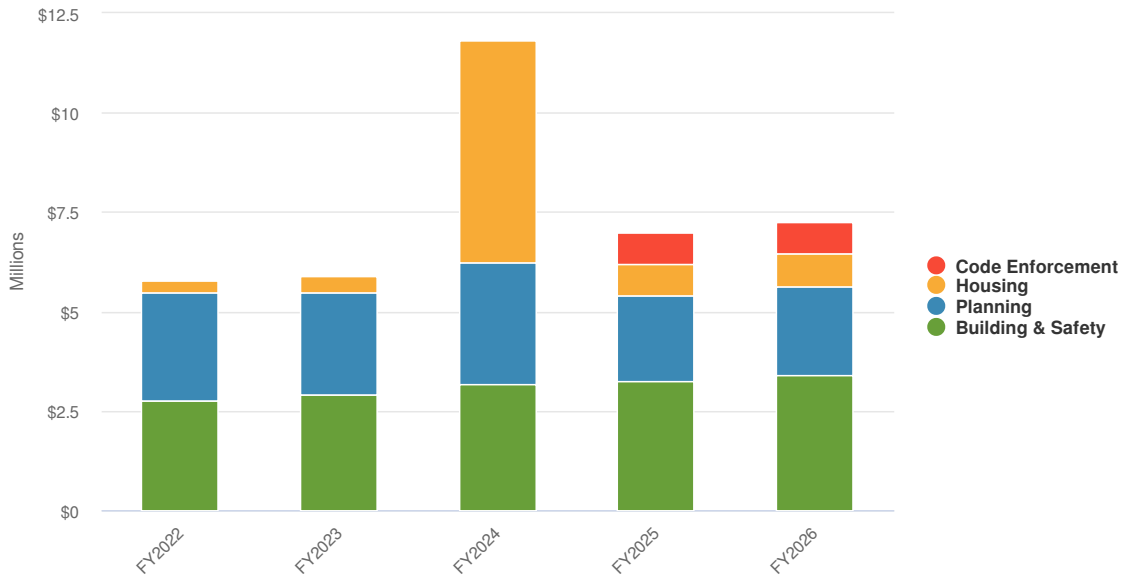
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Contracted Services	$1,541,629	$1,632,578	$1,799,005	$1,683,250	$1,783,345
Professional Consulting	$778,466	$389,223	$903,285	$351,444	$351,444
Capital Outlay	$2,620	$2,000	$10,563	$47,000	$47,000
Other	$0	$160,000	$4,998,450	$320,000	$320,000
Total Expense Objects:	**$5,881,891**	**$6,275,880**	**$11,803,381**	**$6,968,805**	**$7,232,514**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$4,646,100	$5,173,287	$5,357,860	$5,908,423	$6,155,887
Developer Deposit	$615,750	$469,673	$441,168	$252,444	$252,444
Affordable Housing Fund	$396,549	$632,920	$5,189,852	$807,938	$824,183
Community Development Block Gr	$0	$0	$219,130	$0	$0
American Rescue Plan Act(ARPA)	$0	$0	$593,941	$0	$0
Building Homes and Jobs Act	$837	$0	$998	$0	$0
State Housing Grant	$222,655	$0	$432	$0	$0
Total:	**$5,881,891**	**$6,275,880**	**$11,803,381**	**$6,968,805**	**$7,232,514**

Expenditures by Division

Budgeted and Actual Expenditures by Division



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expenditures					
Housing	$397,034	$632,920	$5,568,302	$807,938	$824,183
Planning	$2,579,919	$2,629,651	$3,078,207	$2,137,286	$2,220,095
Building & Safety	$2,904,937	$3,013,309	$3,156,872	$3,254,509	$3,410,434

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Code Enforcement	$0	$0	$0	$769,072	$777,802
Total Expenditures:	**$5,881,891**	**$6,275,880**	**$11,803,381**	**$6,968,805**	**$7,232,514**

Organizational Chart

Personnel Allocation

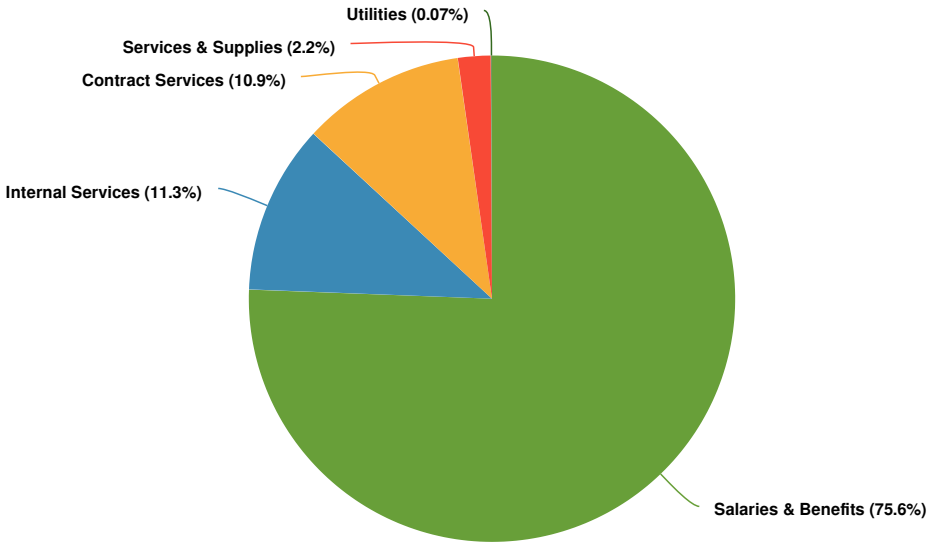
	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Personnel Allocation					
Community Development Director	1.00	1.00	1.00	1.00	1.00
Administrative Aide	1.00	1.00	1.00	1.00	1.00
Assistant Director of Community Dev.	1.00	1.00	1.00	1.00	1.00
Assistant Planner	1.00	1.00	1.00	1.00	1.00
Associate Planner	1.00	1.00			
Chief Building Official	1.00	1.00	1.00	1.00	1.00
Code Enforcement Officer	1.00	1.00	2.00	2.00	2.00
Office Assistant II	2.00	2.00	2.00	2.00	2.00
Permit Technician	2.00	2.00	2.00	2.00	2.00
Plan Check Engineer	1.00	1.00	1.00	1.00	1.00
Plans Examiner	1.00	1.00	1.00	1.00	1.00
Principal Planner	2.00	2.00	2.00	2.00	2.00
Senior Code Enforcement Officer				1.00	1.00
Senior Management Analyst	1.00	1.00	1.00	1.00	1.00
Senior Office Assistant	2.00	2.00	2.00	2.00	2.00
Senior Planner	1.00	1.00	1.00	1.00	1.00
Total Positions	**19.00**	**19.00**	**19.00**	**20.00**	**20.00**

Planning

The Planning Division, under the oversight of the Assistant Community Development Director, is responsible for providing support to the City Council and the Planning Commission in the development of land use policy and the review and regulation of land development. Division responsibilities include processing and reviewing development applications for new, renovated, and re-purposed residential, retail commercial, office, and industrial projects; preparing updates and amendments to the Dublin General Plan; administering the Zoning Code; ensuring compliance with the California Environmental Quality Act (CEQA) for planning applications; and working in cooperation with local, regional, and state planning and permitting agencies.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$1,188,962	$1,386,013	$1,386,013	$1,189,092	$1,230,354
Benefits	$349,620	$464,580	$464,580	$427,024	$454,691
Services & Supplies	$21,939	$53,172	$53,172	$46,725	$47,712
Internal Services	$200,451	$256,601	$256,601	$240,771	$248,664
Utilities	$1,615	$2,820	$2,820	$1,500	$1,500
Contracted Services	$59,465	$77,242	$108,669	$80,730	$85,730
Professional Consulting	$757,868	$389,223	$806,352	$151,444	$151,444
Total Expense Objects:	**$2,579,919**	**$2,629,651**	**$3,078,207**	**$2,137,286**	**$2,220,095**

Funding

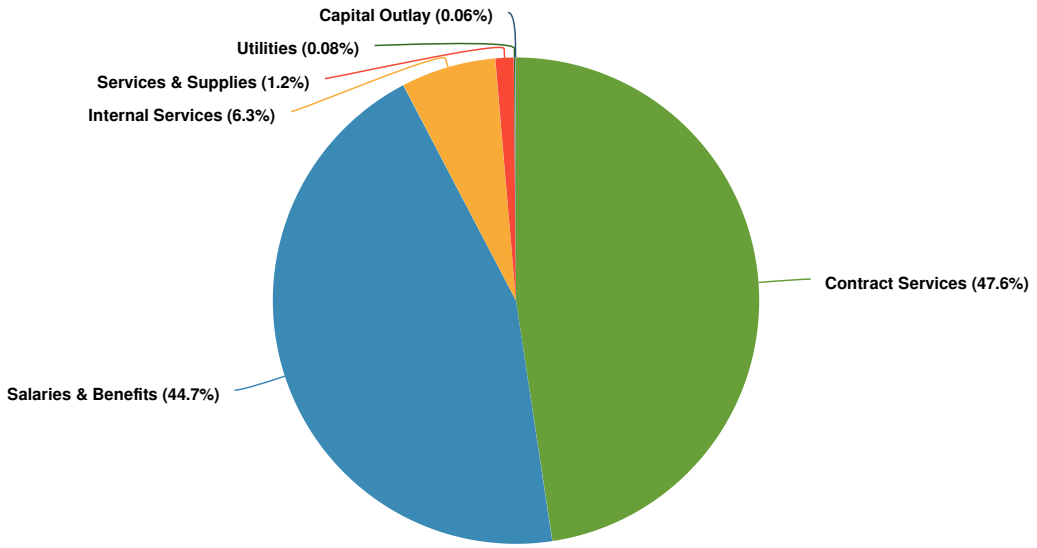
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Funds	$2,356,427	$2,629,651	$2,642,156	$2,137,286	$2,220,095
American Rescue Plan Act(ARPA)	$0	$0	$434,621	$0	$0
Building Homes and Jobs Act	$837	$0	$998	$0	$0
State Housing Grant	$222,655	$0	$432	$0	$0
Total:	**$2,579,919**	**$2,629,651**	**$3,078,207**	**$2,137,286**	**$2,220,095**

Building and Safety

The Building and Safety Division is responsible for construction plan review, the issuance of building permits and the inspection of construction work in the City of Dublin to safeguard the health, property, and public welfare of the community. The Chief Building Official is responsible for the administration and enforcement of the City's Building Codes, Building Maintenance Code, Universal Design and Green Building Ordinances, and the administration of the City's Waste Management Plan. The Division is responsible for the Federal Flood Plain Management program in coordination with the Federal Emergency Management Agency.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$929,729	$952,742	$952,742	$1,051,917	$1,088,378
Benefits	$308,964	$324,900	$324,900	$403,545	$423,987
Services & Supplies	$24,334	$26,180	$26,180	$39,640	$36,640
Internal Services	$193,265	$219,701	$219,701	$205,318	$212,244
Utilities	$0	$1,800	$1,800	$2,520	$2,520
Contracted Services	$1,446,024	$1,485,986	$1,620,986	$1,549,570	$1,644,665
Capital outlay - Expendable	$2,620	$2,000	$10,563	$2,000	$2,000
Total Expense Objects:	**$2,904,937**	**$3,013,309**	**$3,156,872**	**$3,254,509**	**$3,410,434**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast

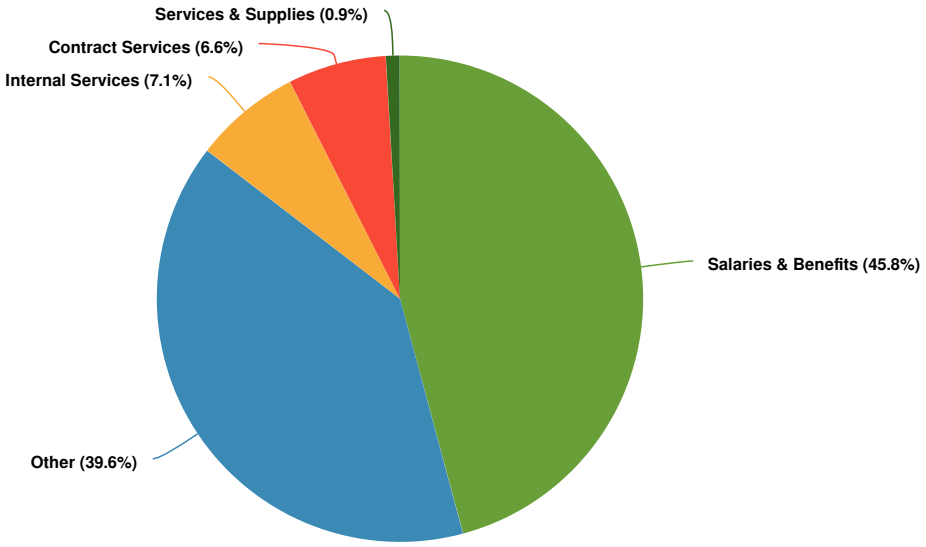
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Funds	$2,904,937	$3,013,309	$3,156,872	$3,254,509	$3,410,434
Total General Funds:	**$2,904,937**	**$3,013,309**	**$3,156,872**	**$3,254,509**	**$3,410,434**

Housing

Overseen by the Assistant Community Development Director, the Housing Division helps provide safe, decent, and suitable living environments for lower-income Dublin residents. Affordable housing responsibilities include the implementation of the Inclusionary Zoning Ordinance and other housing programs such as the First-Time Home Buyer Loan Program. The Housing Division coordinates with current and future residential developers to develop Affordable Housing Agreements, creates marketing and management plans for inclusionary units, and works to qualify applicants for the ownership of new and resale Below-Market-Rate Units. The Division works with non-profit housing developers in planning and financing the construction of new and renovated affordable housing in Dublin.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Salaries & Wages	$203,583	$254,312	$254,312	$276,245	$285,833
Benefits	$87,065	$84,713	$84,713	$94,009	$100,350
Services & Supplies	$3,051	$6,917	$6,917	$7,471	$6,450
Internal Services	$46,597	$57,628	$57,628	$57,263	$58,600
Contracted Services	$36,139	$69,350	$69,350	$52,950	$52,950
Professional Consulting	$20,599	$0	$96,932	$0	$0
Loans	$0	$160,000	$4,620,000	$320,000	$320,000
Contribution to Other Agency	$0	$0	$159,320	$0	$0
Miscellaneous	$0	$0	$219,130	$0	$0
Total:	**$397,034**	**$632,920**	**$5,568,302**	**$807,938**	**$824,183**

Funding

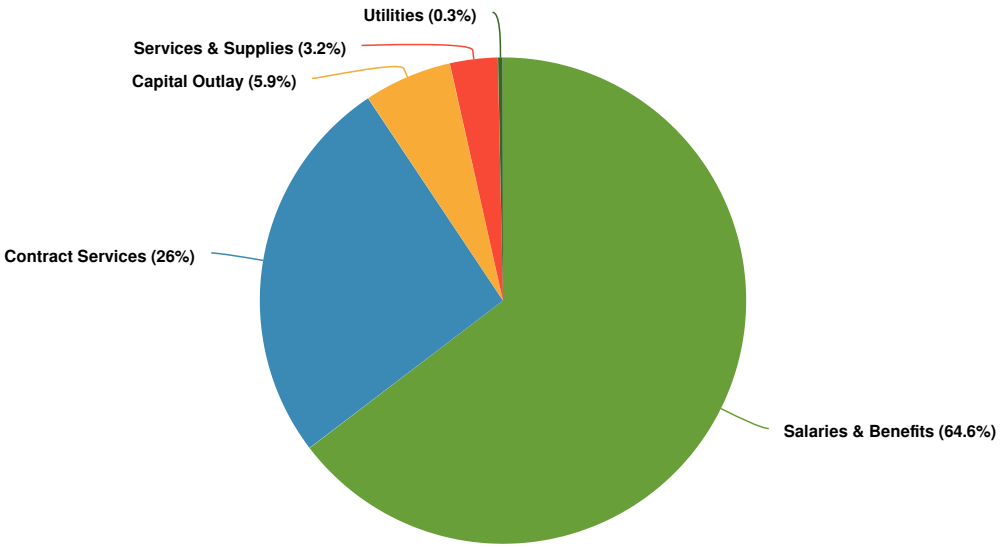
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$485	$0	$0		
Affordable Housing Fund	$396,549	$632,920	$5,189,852	$807,938	$824,183
Community Development Block Gr	$0	$0	$219,130	$0	$0
American Rescue Plan Act(ARPA)	$0	$0	$159,320	$0	$0
Total:	**$397,034**	**$632,920**	**$5,568,302**	**$807,938**	**$824,183**

Code Enforcement

The Code Enforcement Division was established to promote, protect, and maintain the safety, health, and welfare of our residents. Code Enforcement staff is responsible for the enforcement of the Dublin Municipal Code in coordination with the Building and Planning Division, Public Works Department, and Fire Prevention.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$0	$0	$0	$341,104	$352,981
Benefits	$0	$0	$0	$156,026	$165,979
Services & Supplies	$0	$0	$0	$24,422	$11,322
Utilities	$0	$0	$0	$2,520	$2,520
Professional Consulting	$0	$0	$0	$200,000	$200,000
Capital outlay - Expendable	$0	$0	$0	$45,000	$45,000
Total Expense Objects:	**$0**	**$0**	**$0**	**$769,072**	**$777,802**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Funds					
General Funds	$0	$0	$0	$769,072	$777,802
Total General Funds:	**$0**	**$0**	**$0**	**$769,072**	**$777,802**

Fire Services

Fire Services consists of the Fire Operations and Fire Prevention Divisions. Fire Operations is provided under a contract with the Alameda County Fire Department (ACFD), and includes fire suppression, advanced life support, emergency medical response, special operations response, and hazardous materials response. Suppression and prevention personnel are assigned to provide service from one of the three fire stations and/or the fire prevention office located in Dublin. The Fire Prevention Division, which includes Fire Code compliance, is handled primarily by City of Dublin staff.

Accomplishments for 2022-23 and 2023-24

- Expanded the network of GPS-enabled traffic preemption devices.
- Completed 100% of plan checks on time for Fiscal Year 2023-2024 to date.
- Reduced the cost of City Fire Code Administration services through the implementation of a revised service staffing model.

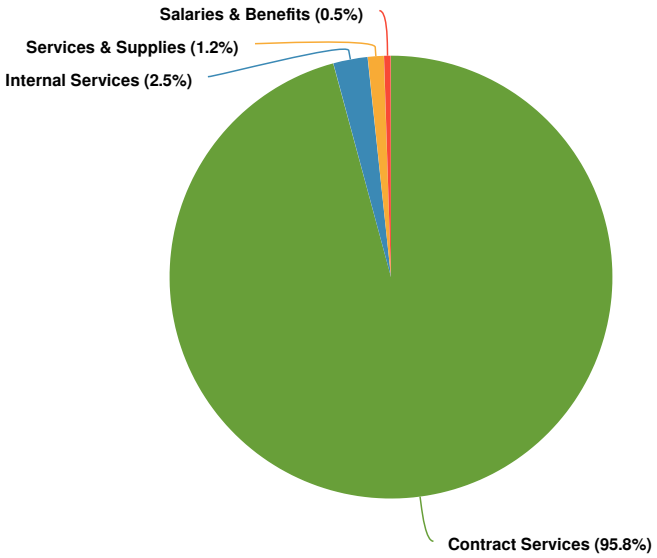
Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Complete 100% of the fire plan checks routed by the assigned deadline.
- Improve response and turn out times percentages for emergency calls.
- Archive for public view the remaining paper fire documents and continue with the transition to become a paperless operation in Dublin Fire Prevention.
- Continue to expand the network of GPS-enabled traffic preemption devices throughout Dublin.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection
Percentage of plan checks completed on time.	100%	100%
Percentage of response turnout time for emergency calls.	91%	91%

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



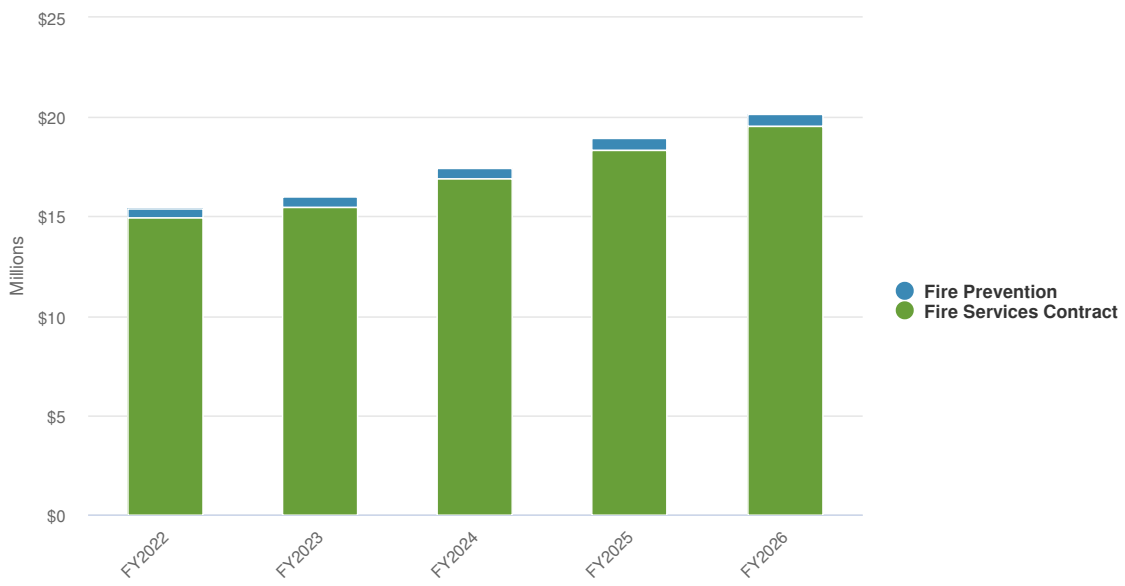
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$67,440	$71,601	$71,601	$76,434	$79,087
Benefits	$17,779	$23,940	$23,940	$17,918	$10,707
Services & Supplies	$110,157	$143,787	$143,787	$224,709	$235,539
Internal Services	$429,017	$438,802	$438,802	$475,517	$519,757
Contracted Services	$15,404,620	$16,514,040	$16,514,040	$18,179,257	$19,355,838
Capital Outlay	$0	$240,000	$240,000	$0	$0
Total Expense Objects:	**$16,029,013**	**$17,432,170**	**$17,432,170**	**$18,973,835**	**$20,200,928**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$15,847,525	$16,996,560	$16,996,560	$18,684,256	$19,908,962
EMS Special Revenue	$181,488	$265,610	$265,610	$289,579	$291,966
Equipment Replacement	$0	$170,000	$170,000	$0	$0
Total:	**$16,029,013**	**$17,432,170**	**$17,432,170**	**$18,973,835**	**$20,200,928**

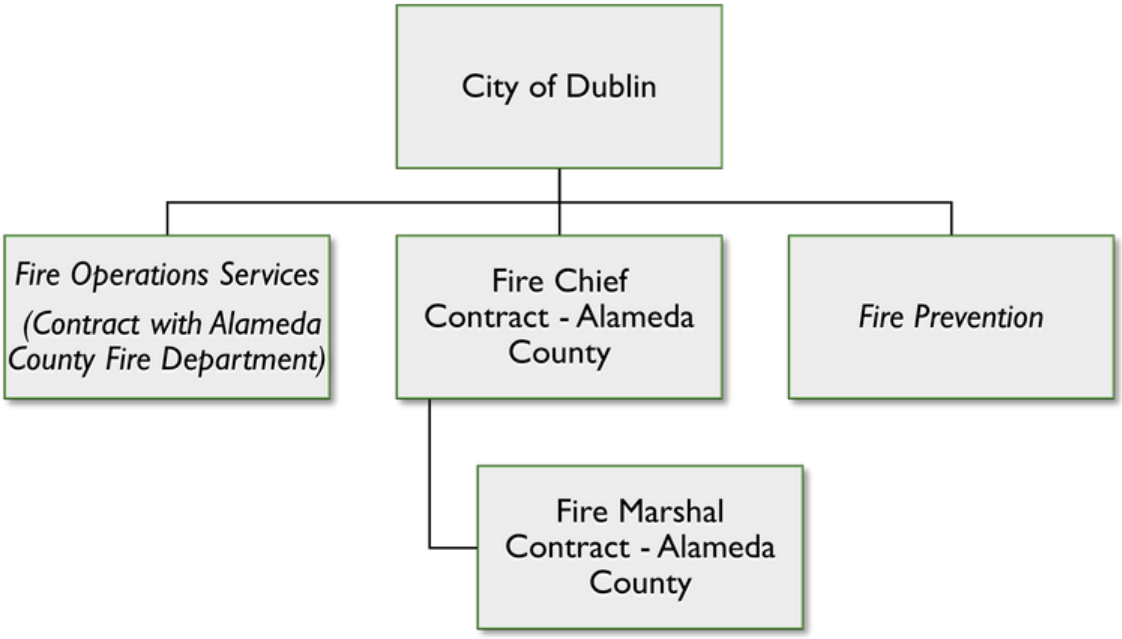
Expenditures by Division

Budgeted and Actual Expenditures by Division



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expenditures					
Fire Services Contract	$15,510,777	$16,886,057	$16,886,057	$18,390,866	$19,578,277
Fire Prevention	$518,236	$546,113	$546,113	$582,969	$622,651
Total Expenditures:	**$16,029,013**	**$17,432,170**	**$17,432,170**	**$18,973,835**	**$20,200,928**

Organizational Chart



Personnel Allocation

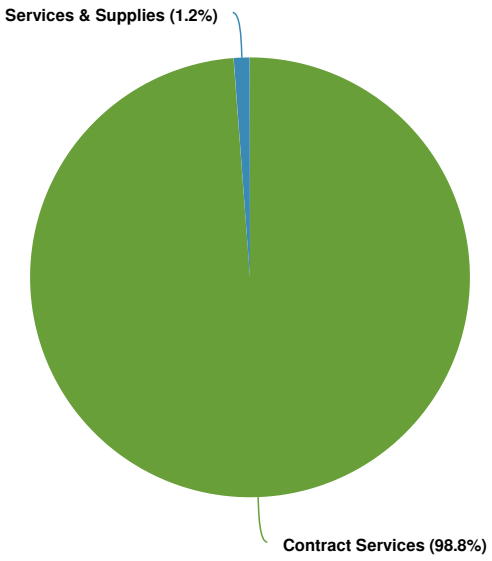
	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Personnel Allocation					
Office Assistant II	1.00	1.00	1.00	1.00	1.00
Total Positions	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**

Fire Operations

Fire Operations services provided by ACFD include fire suppression, emergency medical services, hazardous materials response, and special operations response. ACFD provides line personnel to the City's three fire stations; these personnel provide first responder/paramedic services on three engines and one truck company.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Services & Supplies	$109,708	$137,017	$137,017	$216,609	$227,439
Contracted Services	$15,401,069	$16,509,040	$16,509,040	$18,174,257	$19,350,838
Capital Outlay	$0	$240,000	$240,000	$0	$0
Total Expense Objects:	**$15,510,777**	**$16,886,057**	**$16,886,057**	**$18,390,866**	**$19,578,277**

Funding

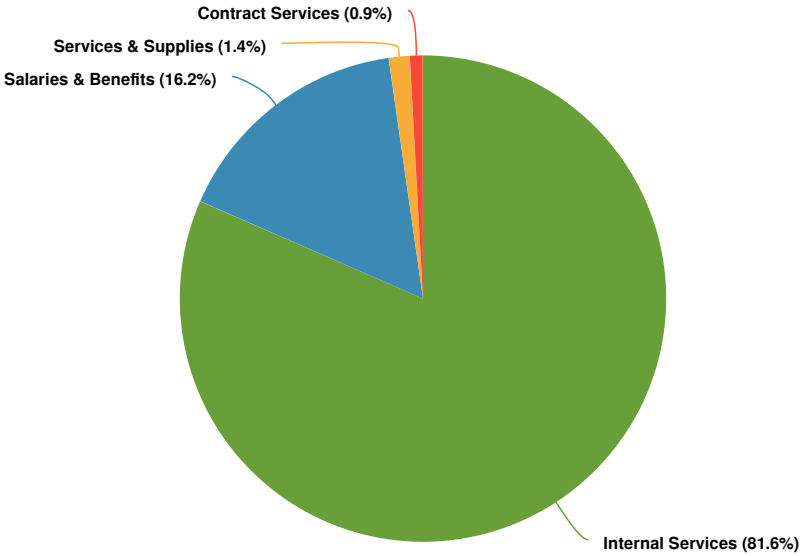
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Funds	$15,332,840	$16,450,447	$16,450,447	$18,101,287	$19,286,311
EMS Special Revenue	$177,937	$265,610	$265,610	$289,579	$291,966
Equipment Replacement	$0	$170,000	$170,000	$0	$0
Total:	**$15,510,777**	**$16,886,057**	**$16,886,057**	**$18,390,866**	**$19,578,277**

Fire Prevention

Fire Prevention services are provided primarily by City staff, and include plan check and inspection services. The Fire Prevention Division ensures that new and existing businesses and construction meet the safety standards adopted by the City Council and the State of California.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$67,440	$71,601	$71,601	$76,434	$79,087
Benefits	$17,779	$23,940	$23,940	$17,918	$10,707
Services & Supplies	$449	$6,770	$6,770	$8,100	$8,100
Internal Services	$429,017	$438,802	$438,802	$475,517	$519,757
Contracted Services	$3,551	$5,000	$5,000	$5,000	$5,000
Total Expense Objects:	**$518,236**	**$546,113**	**$546,113**	**$582,969**	**$622,651**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Funds	$514,685	$546,113	$546,113	$582,969	$622,651
EMS Special Revenue	$3,551	$0	$0		
Total:	**$518,236**	**$546,113**	**$546,113**	**$582,969**	**$622,651**

Police Services

Police Services are provided to Dublin via a contract with Alameda County Sheriff's Office. The Dublin Police Services Department consists of 62 sworn officers, four non-sworn Sheriff's Technicians, one non-sworn Crime Technician, one non-sworn Info Systems Technician, one Behavioral Health Unit Supervisor, two Behavioral Health Clinicians, two Retired Annuitants, one Sheriff's Office Cadet and four City personnel. The Department provides the following services to the community: Crime Prevention, School Resource Officers, Behavioral Health, Investigations, Special Investigations, Patrol, and Traffic Enforcement. The Police Services budget is arranged into three divisions: Police Operations, Police Operations Support, and Crossing Guards. The County Sheriff, under consultation with the City, designates the Commanding Officer who functions and is empowered to act as the City's Police Chief. Patrol, criminal investigation, traffic, crime prevention, and office management functions are performed from the Public Safety Building located at 6361 Clark Avenue. Dispatch and additional data processing functions are handled at the Alameda County Sheriff's Office.

Accomplishments for 2022-23 and 2023-24

- Awarded a $874,639 grant from the California Department of Justice for a three-year tobacco enforcement and education program. The grant funds the salary and benefits for an additional School Resource Officer, bringing the total number of sworn staff to 62.
- Awarded a $81,000 grant from the California Office of Traffic Safety for a year-long program of special enforcement and public awareness efforts to prevent traffic-related deaths and injuries.
- Hosted the annual National Night Out, during which members of Dublin Police engaged with approximately 1,000 residents across 30 neighborhoods.
- Re-established the D.A.R.E. Program in Dublin schools, educating over 800 students.
- Established a Real-Time Crime Center that is operated by the addition of a Sheriff's Technician, allowing law enforcement officers to respond quickly and efficiently, with improved operational intelligence and with a proactive emphasis on officer, citizen, and community safety.

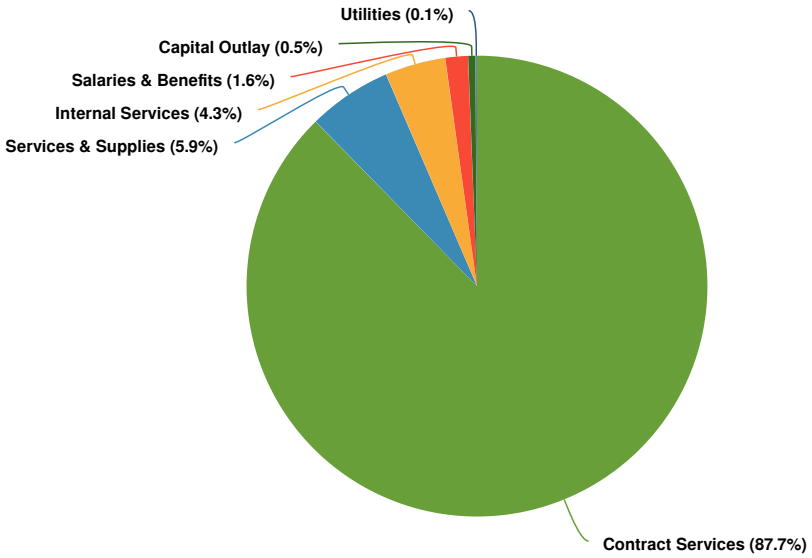
Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Maintain and enhance the quality of life in Dublin by collaborating and building strong partnerships with the citizens of Dublin.
- Work with the City Manager to evaluate and plan for current and future staffing needs for the police department.
- Work with County officials on Santa Rita Jail release procedures and services to improve the safety of adjacent neighborhoods.
- Continue to invest in public safety technology that advances proactive community policing and protects citizens and law enforcement.
- Establish a Business Watch program to collaboratively address commercial theft.
- Restructure and improve the Neighborhood Watch program to bring together the community's interests in crime deterrence, volunteerism, and neighborhood preparedness.
- Work with Alameda County Fire on upgrades to fire stations to improve safety and efficiency of operations.
- Develop a more comprehensive security infrastructure for City facilities, including video surveillance, building access and improvements, and alarm systems.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection
Drug take-back events held.	2	2
Neighborhood Watch meetings held.	30	30
Coffee with a Cop events held.	3	3
Pizza with the Police events held.	3	3
National Night Out event held.	1	1
School awareness presentations made.	90	90
DARE program - number of student graduates.	900	1000
Group talks/service organizations meetings held.	140	140
Citizen Academy meetings held.	10	10
Youth Academy meetings held.	10	10
Explorer Program meetings held.	10	10

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



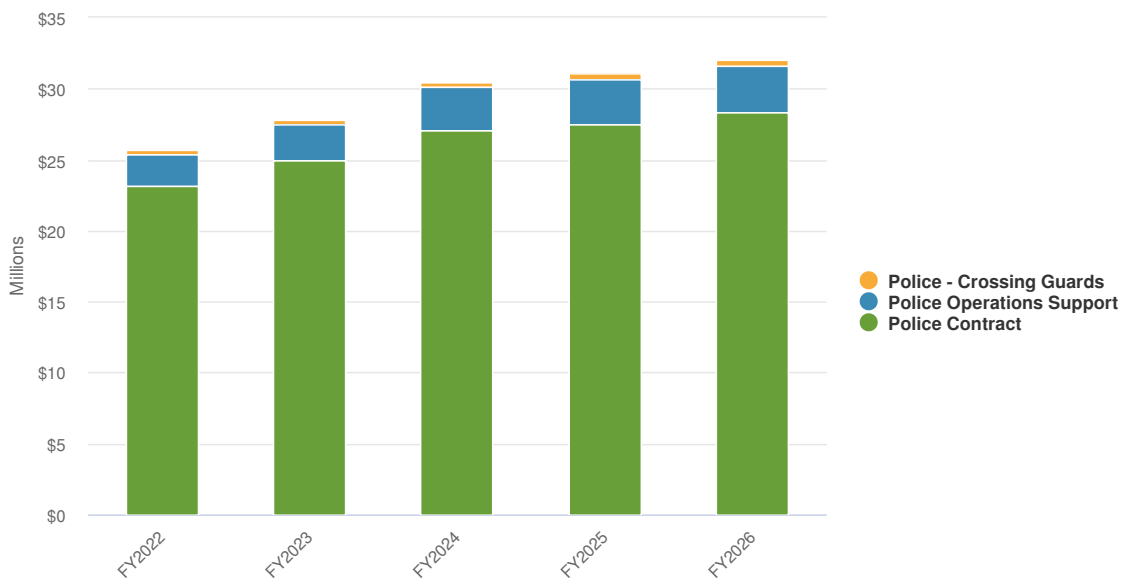
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$299,284	$329,616	$329,616	$361,998	$374,600
Benefits	$128,063	$127,080	$127,080	$131,699	$122,779
Services & Supplies	$1,314,750	$1,522,089	$1,560,904	$1,829,028	$1,829,228
Internal Services	$1,213,776	$1,173,658	$1,173,658	$1,319,715	$1,385,568
Utilities	$29,084	$40,263	$40,263	$30,100	$30,700
Contracted Services	$24,732,789	$26,458,288	$26,975,970	$27,214,213	$28,173,670
Capital Outlay	$119,276	$29,547	$278,513	$160,000	$105,000
Total Expense Objects:	**$27,837,022**	**$29,680,541**	**$30,486,005**	**$31,046,753**	**$32,021,545**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$26,721,616	$28,591,211	$28,856,883	$30,368,982	$31,310,005
State Seizure/Special Activity	$47,650	$29,547	$162,980	$0	$0
Vehicle Abatement	$35,677	$0	$0		
SLES/COPS Fund - CA	$100,000	$100,000	$100,000	$0	$0
State Enforcement Grants	$180,135	$331,681	$331,681	$0	$0
American Rescue Plan Act(ARPA)	$751,943	$628,102	$1,034,461	$677,771	$711,540
Total:	**$27,837,022**	**$29,680,541**	**$30,486,005**	**$31,046,753**	**$32,021,545**

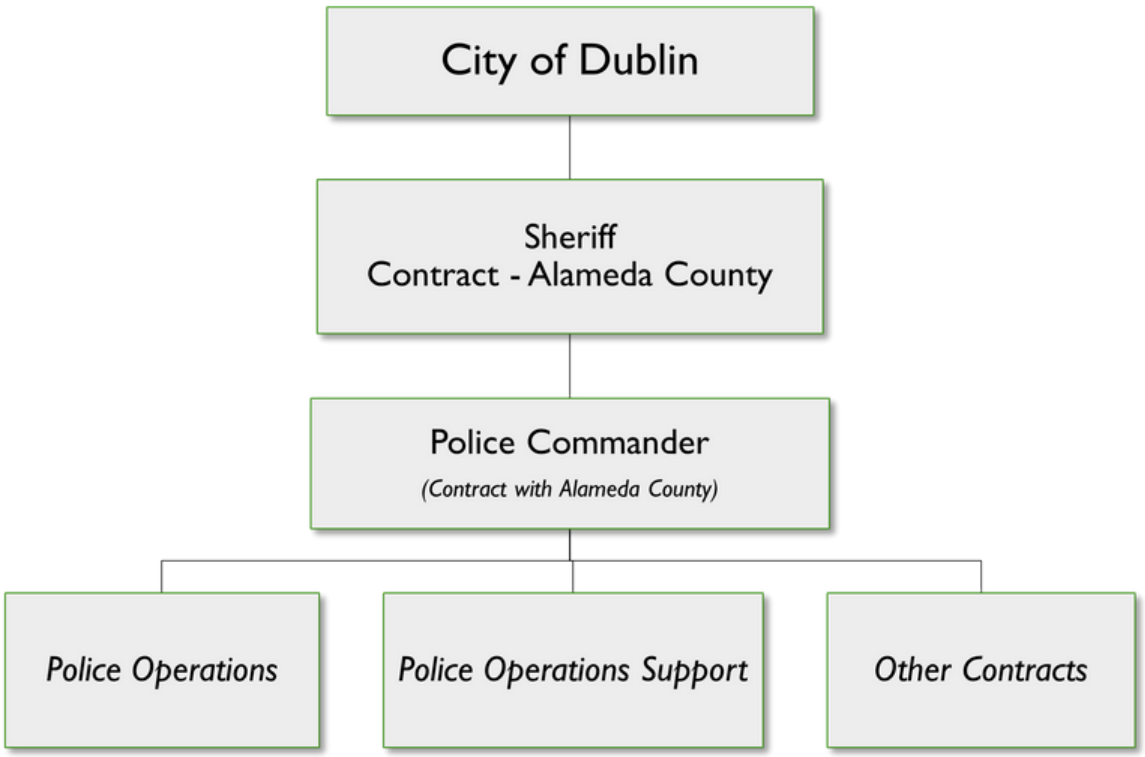
Expenditures by Division

Budgeted and Actual Expenditures by Division



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expenditures					
Police Contract	$24,997,770	$26,599,445	$27,097,127	$27,472,696	$28,345,188
Police Operations Support	$2,512,230	$2,773,364	$3,081,145	$3,170,002	$3,235,937
Police - Crossing Guards	$327,021	$307,732	$307,732	$404,055	$440,420
Total Expenditures:	**$27,837,022**	**$29,680,541**	**$30,486,005**	**$31,046,753**	**$32,021,545**

Organizational Chart



Personnel Allocation

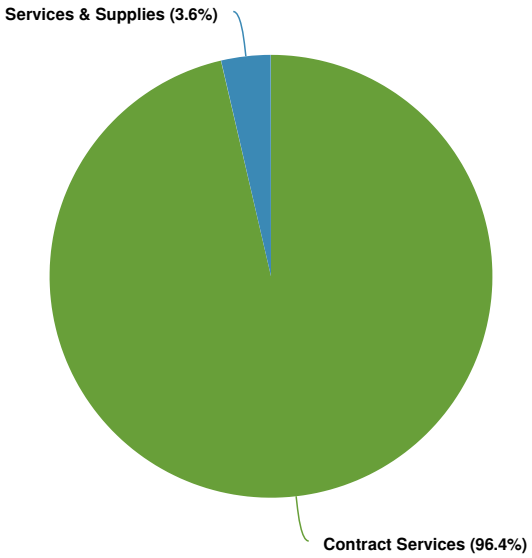
	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Personnel Allocation					
Administrative Aide	1.00	1.00	1.00	1.00	1.00
Administrative Technician	1.00	1.00	1.00	1.00	1.00
Office Assistant II	2.00	2.00	2.00	2.00	2.00
Total Positions	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**

Police Operations

The Police Services Operations Division consists of Administration, Investigations, Patrol, Traffic Unit, Dispatch and Behavioral Health.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Services & Supplies	$737,688	$753,739	$753,739	$994,598	$994,598
Contracted Services	$24,260,082	$25,845,706	$26,343,388	$26,478,098	$27,350,590
Total Expense Objects:	**$24,997,770**	**$26,599,445**	**$27,097,127**	**$27,472,696**	**$28,345,188**

Funding

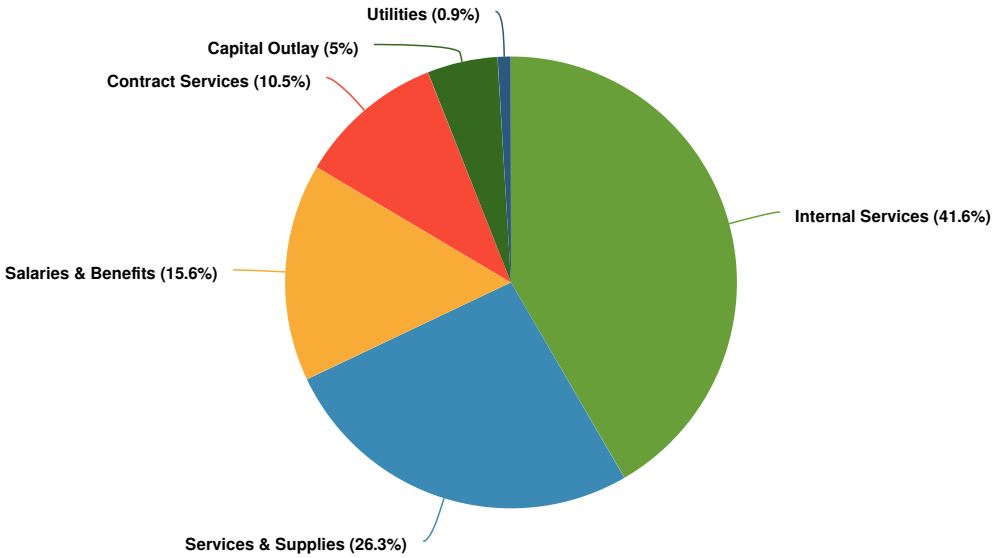
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$23,967,298	$25,589,662	$25,680,985	$26,794,925	$27,633,648
SLES/COPS Fund - CA	$100,000	$100,000	$100,000	$0	$0
State Enforcement Grants	$178,530	$281,681	$281,681	$0	$0
American Rescue Plan Act(ARPA)	$751,943	$628,102	$1,034,461	$677,771	$711,540
Total:	**$24,997,770**	**$26,599,445**	**$27,097,127**	**$27,472,696**	**$28,345,188**

Police Operations Support

The Police Services Operations Support Division is composed of the Records Unit and Evidence Unit. The Records Unit provides assistance to the general public regarding various procedures such as release of reports, impounded vehicles/releases, and filing of police reports. The Evidence Unit is responsible for the processing of evidence collected by patrol and investigations, preparing evidence for court, and releasing back to owners.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$299,284	$329,616	$329,616	$361,998	$374,600
Benefits	$128,063	$127,080	$127,080	$131,699	$122,779
Services & Supplies	$577,062	$768,350	$807,165	$834,430	$834,630
Internal Services	$1,213,776	$1,173,658	$1,173,658	$1,319,715	$1,385,568
Utilities	$29,084	$40,263	$40,263	$30,100	$30,700
Contracted Services	$145,686	$304,850	$324,850	$332,060	$382,660
Capital Outlay	$119,276	$29,547	$278,513	$160,000	$105,000
Total Expense Objects:	**$2,512,230**	**$2,773,364**	**$3,081,145**	**$3,170,002**	**$3,235,937**

Funding

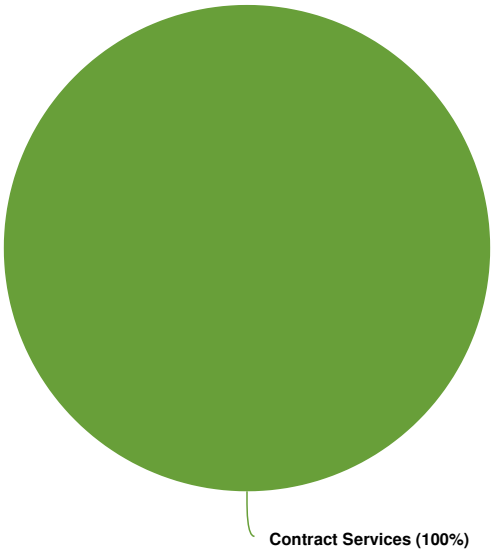
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$2,427,297	$2,693,817	$2,868,165	$3,170,002	$3,235,937
State Seizure/Special Activity	$47,650	$29,547	$162,980	$0	$0
Vehicle Abatement	$35,677	$0	$0		
State Enforcement Grants	$1,605	$50,000	$50,000	$0	$0
Total:	**$2,512,230**	**$2,773,364**	**$3,081,145**	**$3,170,002**	**$3,235,937**

Police - Crossing Guards

Currently, crossing guard services are provided to Dublin Unified School District schools at 18 crossing locations throughout the City. The crossing guards assist elementary students in crossing heavily traveled streets on their way to and from school. Services are provided at these locations in accordance with the Dublin Unified School District regular school schedule. Crossing guard services are provided to the City under private contract. The contractor provides the recruitment, training, supervision, and substitute personnel associated with the program management.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Contracted Services	$327,021	$307,732	$307,732	$404,055	$440,420
Total Expense Objects:	**$327,021**	**$307,732**	**$307,732**	**$404,055**	**$440,420**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$327,021	$307,732	$307,732	$404,055	$440,420
Total General Fund:	**$327,021**	**$307,732**	**$307,732**	**$404,055**	**$440,420**

Parks and Community Services Department

The Parks and Community Services (PCS) Department develops and implements quality programs that encourage healthy lifestyles, preserve the City's heritage, provide recreational experiences, and strengthen the community's image. The Department budget is divided into two functional areas (Administration and Events) and six facilities (Heritage Center, Senior Center, Shannon Center, Stager Gymnasium, The Wave, and the new Dublin Arts Center [DAC]). Each facility budget includes expenditures associated with recreational programs housed at that facility, as well as facility rentals and operations.

Accomplishments for 2022-23 and 2023-24

- Continued the Utility Box Painting Public Art Project, including 10 utility boxes painted yearly.
- Implemented temporary public art programs, including a storm drain art program, and the Little Libraries project.
- Introduced "Otocast" self-guided tours at the Heritage Park and Pioneer Cemetery.
- Implemented a GIS database of the Pioneer Cemetery to showcase and collect information.
- Unveiled two new art exhibits at the Heritage Park and Pioneer Cemetery.
- Continued the Heritage Park Memorial Program, including memorial benches, boulders, pavers, and plaques for sale.
- Revamped the Facility Rental Application process, allowing online reservations for banquet rooms, classrooms, and sports court rentals.
- Completed the 2024 Human Services Needs Assessment in partnership with the Cities of Pleasanton and Livermore.
- Completed the installation of the Heritage Park Public Art Project.
- Launched Futures Explored Program, a partnership to support employment opportunities for individuals with Intellectual and Developmental Disabilities.
- Launched the People of the Parks (P.O.P.) Program, a volunteer program that aims to foster community engagement and environmental stewardship.
- Launched Special Event App (DublinCAEvent) to provide information on all the city events in an easy-to-use mobile-friendly format.
- Installed a Flag Retirement Box at the Dublin Camp Parks Military History Center.
- Addressed shortage of customer seating at The Wave during waterpark operations and aquatic sporting events by replacing original lounger seating and installing bleachers, three additional cabanas, and 100 additional Adirondack chairs.
- Exceeded 2022-23 swim lesson revenue actuals by $138,990 in Fiscal Year 2023-24.
- Introduced a new swim lesson option at The Wave (Starfish), designed to create an adaptive aquatic learning opportunity for individuals with disabilities.
- Installed a new menu display at The Wave and kitchen equipment for concessions.
- Installed height sticks, weight scales, and rope access anchor points at The Wave, which were certified through OSHA.
- Increased facility rental revenue at The Wave by implementing a new facility scheduling system, identifying times of low-use or non-use, and filling those times with team or individual rentals.

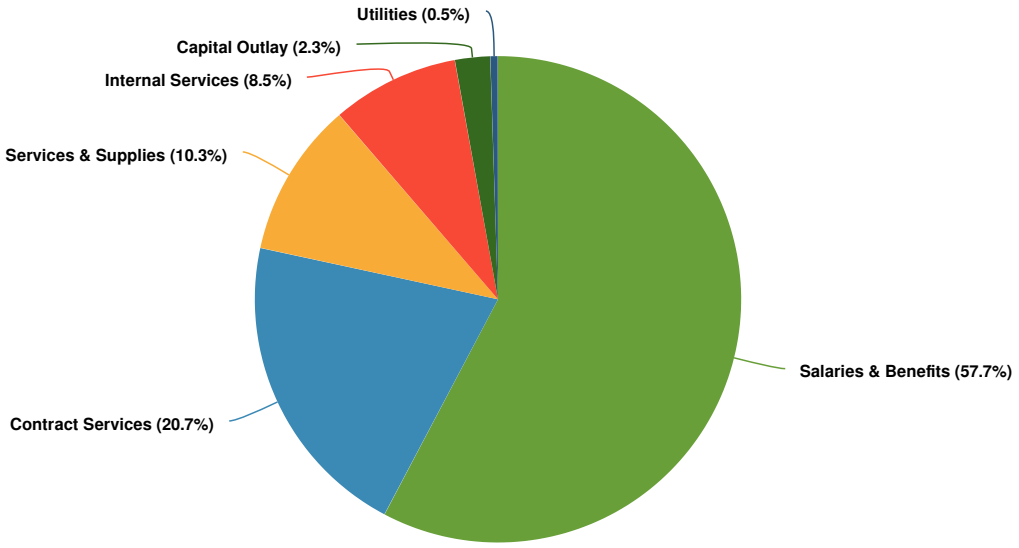
Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Continue Utility Box Painting Public Art Project, targeting 10 boxes per year.
- Launch a new Preschool program called Little Clovers for ages 4 and 5.
- Convert "Classroom B" at the Senior Center into a Fitness Room.
- Allocate funds for painting the Senior Center building.
- Increase training budget to better prepare part-time staff for emergency preparedness and emergency response.
- Increase swim lesson revenue each fiscal year by 3%.
- Address the increase in chemical pricing and usage at The Wave.
- Allocate funds to process concession revenues and expenditures in a more organized and traceable way.

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection
Swim lesson revenue increased.	+3%	+3%
New utility box public art painting projects completed.	10 boxes	10 boxes

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$3,847,649	$4,445,377	$4,445,377	$4,986,556	$5,189,025
Benefits	$897,390	$1,025,208	$1,025,208	$1,146,522	$1,181,572
Services & Supplies	$682,905	$867,855	$884,331	$1,093,177	$1,032,227
Internal Services	$809,285	$996,377	$996,377	$899,888	$924,778
Utilities	$33,117	$48,845	$48,845	$53,905	$53,905
Contracted Services	$1,895,498	$1,672,866	$1,880,453	$2,174,557	$2,211,257

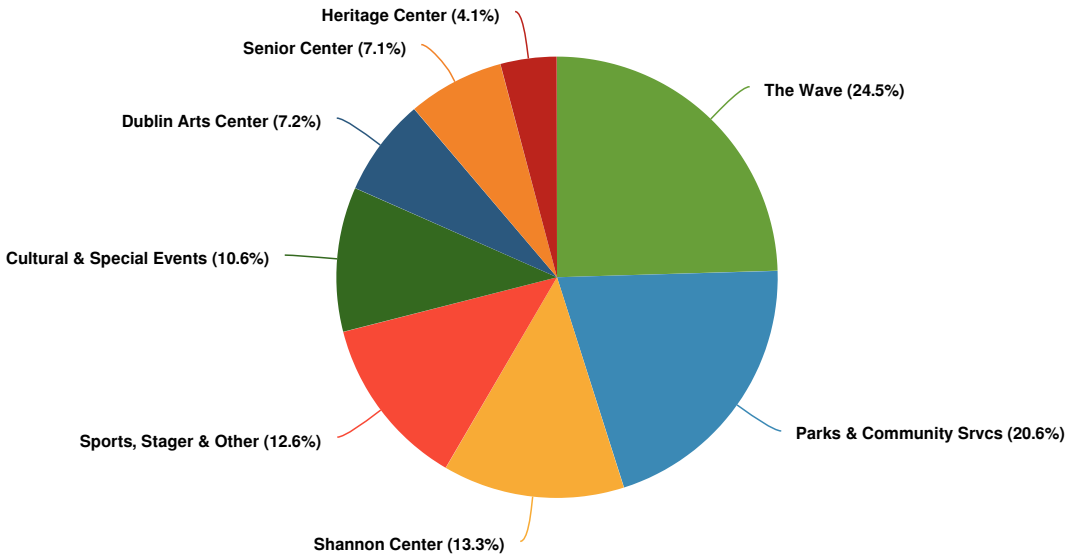
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Professional Consulting	$1,097	$20,000	$20,000	$20,000	$20,000
Capital outlay - Expendable	$119,189	$620	$122,620	$248,000	$80,000
Capital Outlay - ISF	$15,293	$980	$980	$0	$0
Capital Outlay - GFAAG	$0	$0	$0	$0	$0
Total Expense Objects:	**$8,301,423**	**$9,078,128**	**$9,424,191**	**$10,622,605**	**$10,692,764**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$8,262,422	$8,997,878	$9,343,691	$10,542,355	$10,612,514
Public Art Fund	$39,001	$80,250	$80,500	$80,250	$80,250
Total:	**$8,301,423**	**$9,078,128**	**$9,424,191**	**$10,622,605**	**$10,692,764**

Expenditures by Division

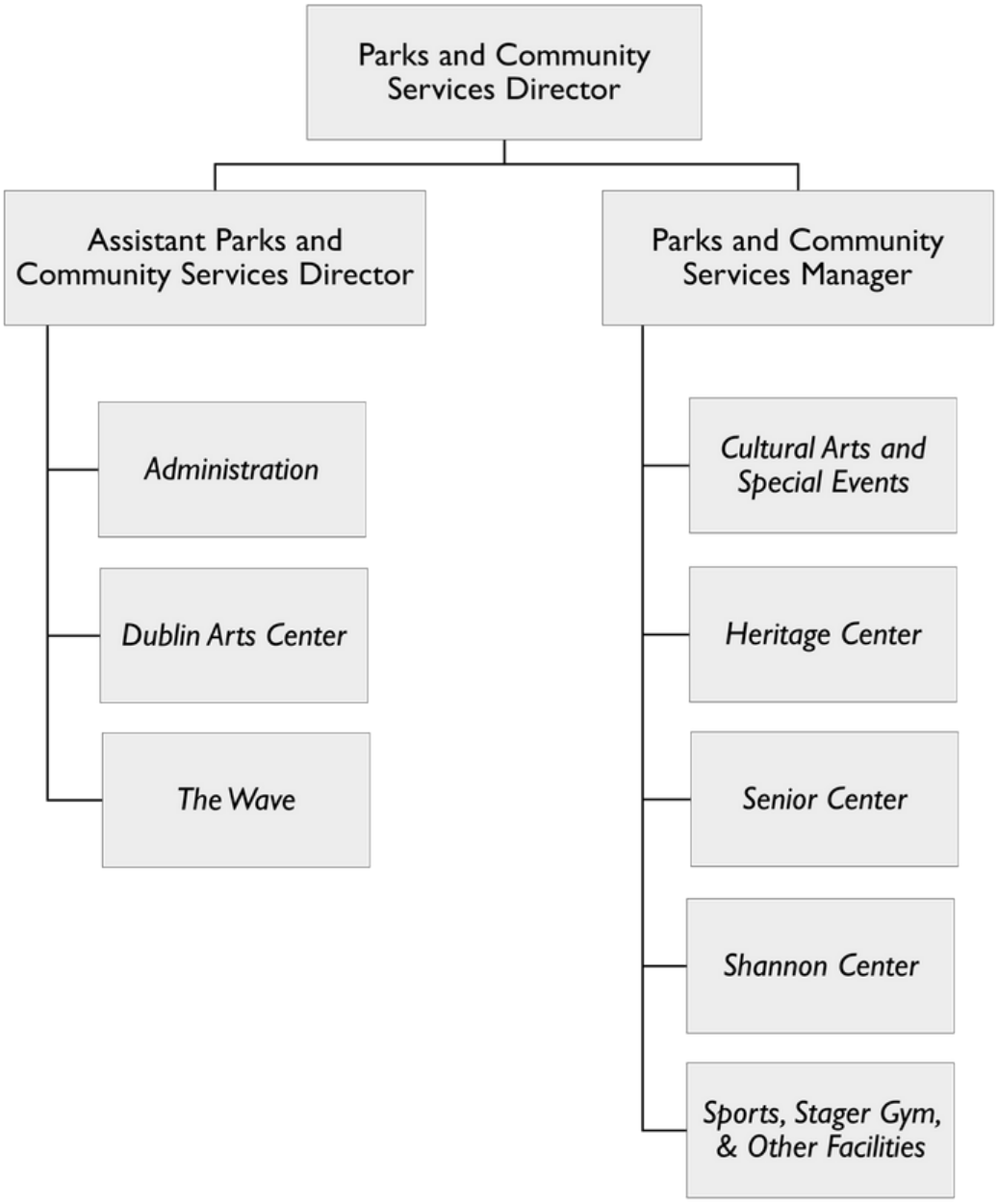
FY2025 Budgeted Expenditures by Division



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expenditures					
Parks & Community Srvcs	$1,957,463	$1,982,344	$2,139,844	$2,183,322	$2,246,311
Cultural & Special Events	$1,178,299	$1,119,103	$1,182,978	$1,126,787	$1,160,244
Heritage Center	$284,028	$350,745	$322,758	$439,252	$452,410
Senior Center	$629,030	$720,974	$705,974	$749,373	$746,192
Shannon Center	$975,487	$1,193,758	$1,193,758	$1,415,840	$1,339,184
Sports, Stager & Other	$1,172,334	$1,424,796	$1,484,796	$1,338,827	$1,289,376
The Wave	$2,104,782	$2,286,408	$2,394,083	$2,606,803	$2,688,543
Dublin Arts Center	$0	$0	$0	$762,401	$770,503

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Total Expenditures:	$8,301,423	$9,078,128	$9,424,191	$10,622,605	$10,692,764

Organizational Chart



Personnel Allocation

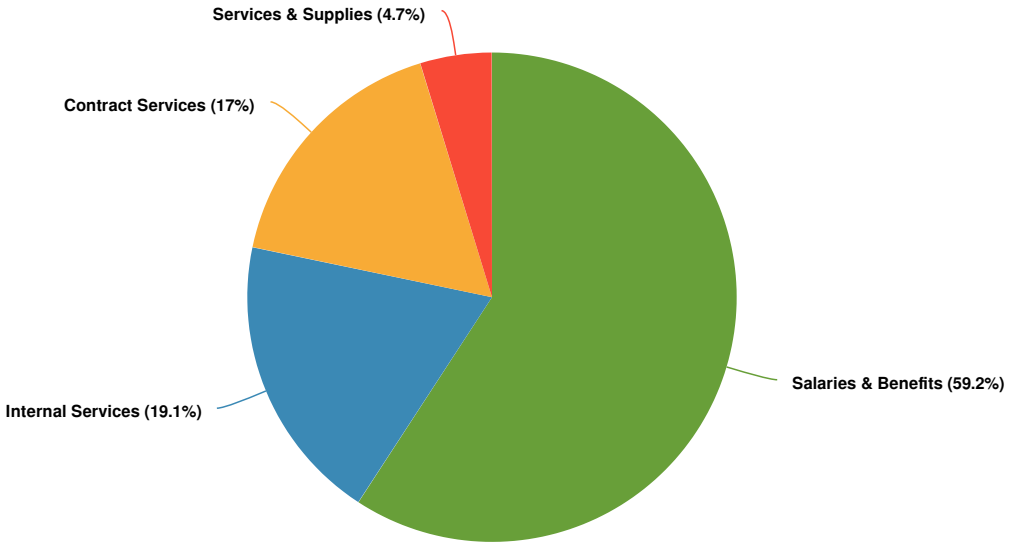
	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Personnel Allocation					
Parks & Community Svcs Director	1.00	1.00	1.00	1.00	1.00
Asst. Parks & Comm Services Dir.	1.00	1.00	1.00	1.00	1.00
Graphic Design & Comm Coordinator	1.00	1.00	1.00	1.00	1.00
Management Analyst I	1.00	1.00	1.00	1.00	1.00
Management Analyst II	1.00	1.00	1.00	1.00	1.00
Office Assistant II	1.00	1.00	1.00	1.00	1.00
Parks & Community Services Manager			1.00	1.00	1.00
Recreation Coordinator	8.00	9.00	9.00	9.00	9.00
Recreation Manager	1.00	1.00	0.00	0.00	0.00
Recreation Supervisor	4.00	4.00	4.00	4.00	4.00
Recreation Technician	1.00	1.00	1.00	1.00	1.00
Senior Office Assistant	3.00	3.00	3.00	3.00	3.00
Total Positions	**23.00**	**24.00**	**24.00**	**24.00**	**24.00**

Parks and Community Services Administration

This Division manages the Department's accounts payable, contract management, registration software administration, policy review, and development, and manages the public's interaction with online services. It also oversees the City's Parks and Community Services Commission, Heritage and Cultural Arts Commission, Human Services Commission, Senior Center Advisory Committee, and Youth Advisory Committee. The administrative staff manages sponsorship and grant applications to support the Department's programs and events, adjusting procedures as necessary to meet business needs. Additionally, with the opening of the Dublin Arts Center planned for Fiscal Year 2024-25, this Division will be responsible for its administrative and budget-related functions.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$808,223	$858,607	$858,607	$989,504	$1,023,429
Benefits	$288,931	$280,925	$280,925	$302,969	$319,487
Services & Supplies	$94,200	$96,250	$97,750	$103,450	$103,950
Internal Services	$417,660	$487,512	$487,512	$416,799	$428,846
Contracted Services	$347,352	$239,050	$343,050	$350,600	$350,600
Professional Consulting	$1,097	$20,000	$20,000	$20,000	$20,000
Capital outlay - Expendable	$0	$0	$52,000	$0	$0
Total Expense Objects:	**$1,957,463**	**$1,982,344**	**$2,139,844**	**$2,183,322**	**$2,246,311**

Funding

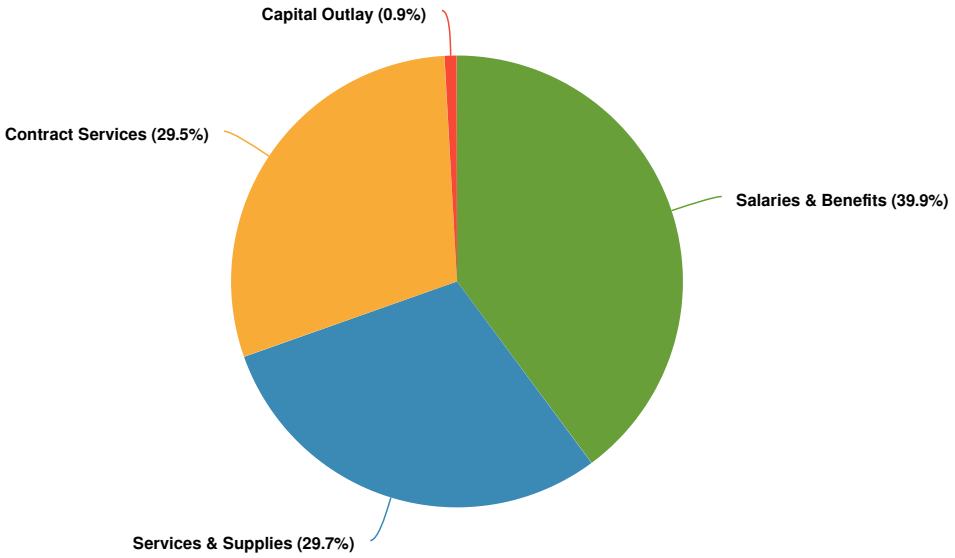
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$1,957,463	$1,982,344	$2,139,844	$2,183,322	$2,246,311
Total General Fund:	**$1,957,463**	**$1,982,344**	**$2,139,844**	**$2,183,322**	**$2,246,311**

Cultural Arts and Special Events

The Cultural Arts budget includes performing and visual arts classes, public art projects not associated with a current capital improvement project (for example, utility boxes, temporary art projects, or repairs), and City-presented performances. This budget also includes the Arts Space Grant program, which provides City support for performances and arts programs sponsored by outside organizations on City property to benefit the public. The Special Events budget includes the St. Patrick's Day Festival, Splatter, the Shamrock Run, Concerts, smaller seasonal events (such as the Farmers' Market, Harvest Fair, Holiday Tree Lighting, and Eggstravaganza), outdoor movies, campouts, and one-time special events (such as groundbreakings and ribbon cuttings for new City parks and facilities).

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$335,665	$371,110	$371,110	$346,908	$360,437
Benefits	$108,276	$125,775	$125,775	$102,142	$106,670
Services & Supplies	$265,410	$252,188	$259,752	$335,132	$335,532
Contracted Services	$415,987	$370,030	$416,342	$332,605	$332,605
Capital outlay - Expendable	$52,961	$0	$10,000	$10,000	$25,000
Total Expense Objects:	**$1,178,299**	**$1,119,103**	**$1,182,978**	**$1,126,787**	**$1,160,244**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast

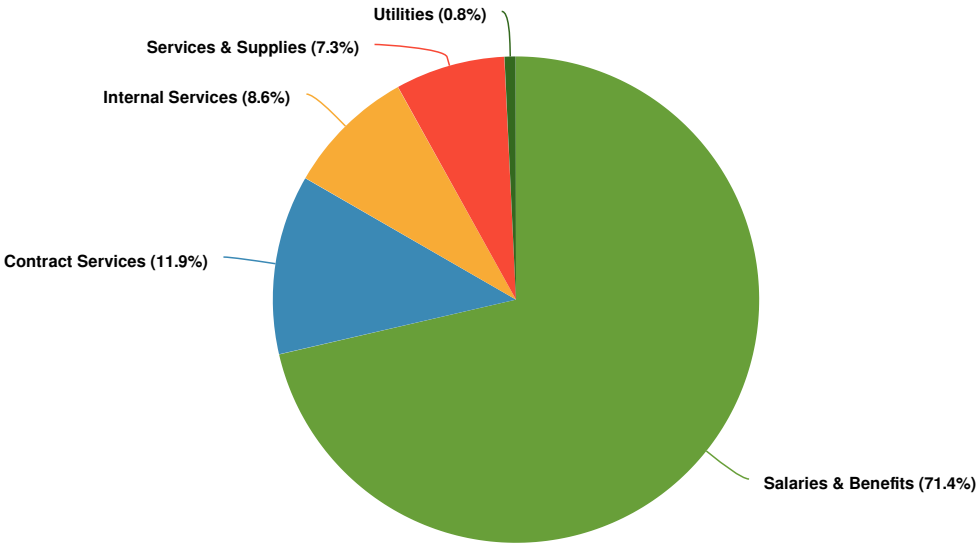
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Funds	$1,139,298	$1,038,853	$1,102,478	$1,046,537	$1,079,994
Public Art Fund	$39,001	$80,250	$80,500	$80,250	$80,250
Total:	**$1,178,299**	**$1,119,103**	**$1,182,978**	**$1,126,787**	**$1,160,244**

Heritage Center

The Heritage Center budget covers the operational and programming costs for Dublin's historical facilities, including Heritage Park and Museums, the Dublin Pioneer Cemetery, and the Dublin Camp Parks Military History Center. Alongside building-related expenses, this budget covers temporary exhibits, museum collections and historical vehicle maintenance, support for burials in the Cemetery, and rentals of Old St. Raymond Church and the Sunday School Barn.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$172,785	$170,725	$170,725	$247,160	$256,100
Benefits	$52,754	$52,413	$52,413	$66,409	$69,222
Services & Supplies	$17,683	$33,111	$35,524	$32,105	$32,505
Internal Services	$30,650	$39,826	$39,826	$37,809	$38,814
Utilities	$531	$3,300	$3,300	$3,300	$3,300
Contracted Services	$9,625	$51,370	$20,970	$52,470	$52,470
Total Expense Objects:	**$284,028**	**$350,745**	**$322,758**	**$439,252**	**$452,410**

Funding

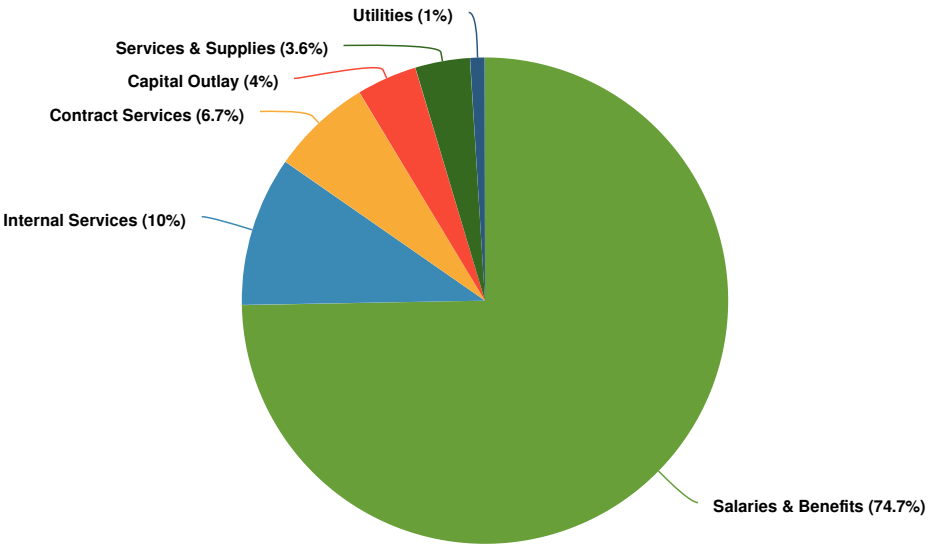
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$284,028	$350,745	$322,758	$439,252	$452,410
Total General Fund:	**$284,028**	**$350,745**	**$322,758**	**$439,252**	**$452,410**

Senior Center

The Dublin Senior Center offers a variety of senior classes, activities, events, and programs that engage the mind, body, and spirit. It also provides a daily lunch program and a variety of free health and informational services to seniors throughout the year. The facility has a library with computers and wi-fi access, and a ballroom, which can seat approximately 250 guests and can be rented to host a wedding, fundraiser, or any other event. The budget includes expenditures related to facility operations, rentals, and senior program activities.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$401,479	$412,442	$412,442	$416,737	$433,133
Benefits	$140,107	$144,496	$144,496	$143,156	$151,092
Services & Supplies	$14,463	$26,380	$26,380	$27,330	$27,330
Internal Services	$60,597	$78,738	$78,738	$74,749	$76,737
Utilities	$444	$7,300	$7,300	$7,300	$7,300
Contracted Services	$11,941	$51,618	$36,618	$50,100	$50,600
Capital outlay - Expendable	$0	$0	$0	$30,000	$0
Total Expense Objects:	**$629,030**	**$720,974**	**$705,974**	**$749,373**	**$746,192**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast

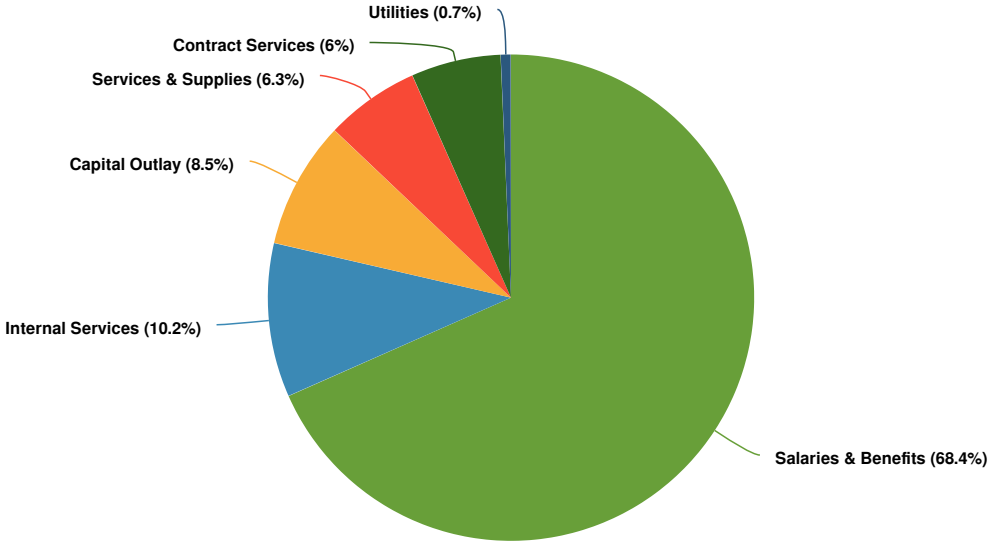
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$629,030	$720,974	$705,974	$749,373	$746,192
Total General Fund:	**$629,030**	**$720,974**	**$705,974**	**$749,373**	**$746,192**

Shannon Center

The Shannon Community Center is 19,700 square feet and provides a banquet hall for 300 people, a teaching kitchen, two preschool classrooms, flexible meeting rooms, and staff offices. The budget includes expenditures related to facility operations and rentals, and various recreational and program activities such as Dublin Preschool, Youth/Adult Contract Instructional Classes, and Camps. The budget also provides for After-School Recreation and After-School LEAD (Leadership Experience and Development) programs at all Dublin public elementary and middle schools. In addition, Dublin LEAD is offered to teens so they may receive training in various job-related skills.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$628,383	$763,835	$763,835	$860,506	$901,616
Benefits	$87,166	$102,247	$102,247	$107,753	$105,789
Services & Supplies	$61,662	$84,335	$84,335	$88,715	$89,065
Internal Services	$117,380	$152,520	$152,520	$144,794	$148,643
Utilities	$5,998	$9,620	$9,620	$9,620	$9,620
Contracted Services	$74,898	$81,202	$81,202	$84,452	$84,452
Capital outlay - Expendable	$0	$0	$0	$120,000	$0
Capital Outlay - GFAAG	$0	$0	$0	$0	$0
Total Expense Objects:	**$975,487**	**$1,193,758**	**$1,193,758**	**$1,415,840**	**$1,339,184**

Funding

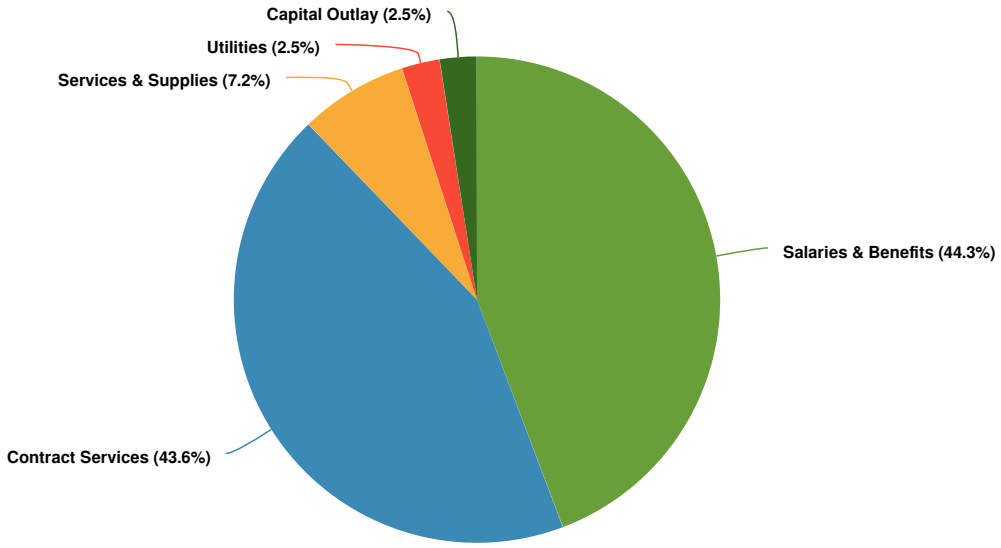
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$975,487	$1,193,758	$1,193,758	$1,415,840	$1,339,184
Total General Fund:	**$975,487**	**$1,193,758**	**$1,193,758**	**$1,415,840**	**$1,339,184**

Sports, Stager Gymnasium and Other Facilities

Dublin Sports and Recreation facilities actively engage residents to participate in sports and fitness programs city wide. The Sports, Stager Gymnasium, and Other Facilities Division comprises youth and adult sports, contracted sports programs, facility operations, rentals, and programming at Stager Gym, citywide sports fields, tennis courts, parks, and picnic areas. The budget includes expenditures related to facility operations, rentals, and programming held at various locations.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$359,229	$589,342	$589,342	$486,808	$505,882
Benefits	$82,919	$135,588	$135,588	$105,764	$102,239
Services & Supplies	$43,480	$94,784	$94,784	$96,500	$64,500
Utilities	$26,144	$28,625	$28,625	$33,685	$33,685
Contracted Services	$660,562	$574,856	$574,856	$583,070	$583,070
Capital outlay - Expendable	$0	$620	$60,620	$33,000	$0
Capital Outlay - ISF	$0	$980	$980	$0	$0
Total Expense Objects:	**$1,172,334**	**$1,424,796**	**$1,484,796**	**$1,338,827**	**$1,289,376**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$1,172,334	$1,424,796	$1,484,796	$1,338,827	$1,289,376

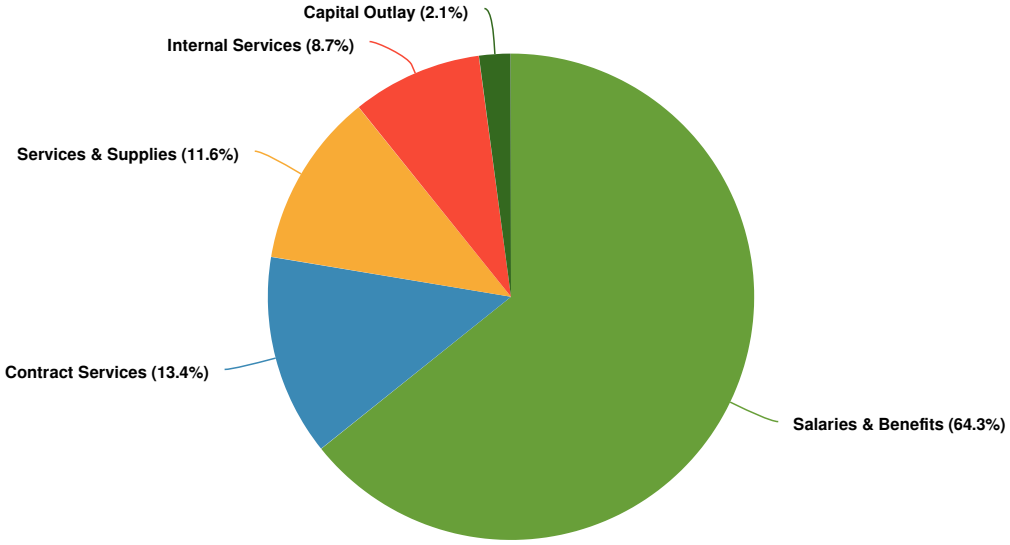
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Total General Fund:	**$1,172,334**	**$1,424,796**	**$1,484,796**	**$1,338,827**	**$1,289,376**

The Wave

The Wave is the City of Dublin's state-of-the-art, 31,000-square foot aquatics facility featuring a natatorium (indoor pool), outdoor sports pool, waterslide tower, splash zone with water play features, concessions building, and community room. The budget includes expenditures related to staff training to enhance safety measures for all staff employed at the facility (including lifeguards, slide attendants, and administrative staff). Additional expenditures include aquatics programming (swim lessons, recreational and competitive swimming, and fitness classes), waterpark operations, concessions, facility rentals, and general operations. This budget also includes facility preventative and ongoing maintenance as equipment and pool parts begin to reach the end of their life cycle. Additionally, revenue generating expenses are included in this budget, such as purchasing three new cabanas, the most popular rentable feature during waterpark season. Other expenses include additional umbrellas to increase shaded areas within the waterpark and upgrades to the outdoor sound system.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$1,141,885	$1,279,316	$1,279,316	$1,446,705	$1,509,090
Benefits	$137,237	$183,764	$183,764	$228,476	$230,930
Services & Supplies	$186,008	$280,807	$285,807	$302,545	$313,445
Internal Services	$182,998	$237,781	$237,781	$225,737	$231,738
Contracted Services	$375,133	$304,740	$407,415	$348,340	$348,340
Capital outlay - Expendable	$66,228	$0	$0	$55,000	$55,000
Capital Outlay - ISF	$15,293	$0	$0		
Total Expense Objects:	**$2,104,782**	**$2,286,408**	**$2,394,083**	**$2,606,803**	**$2,688,543**

Funding

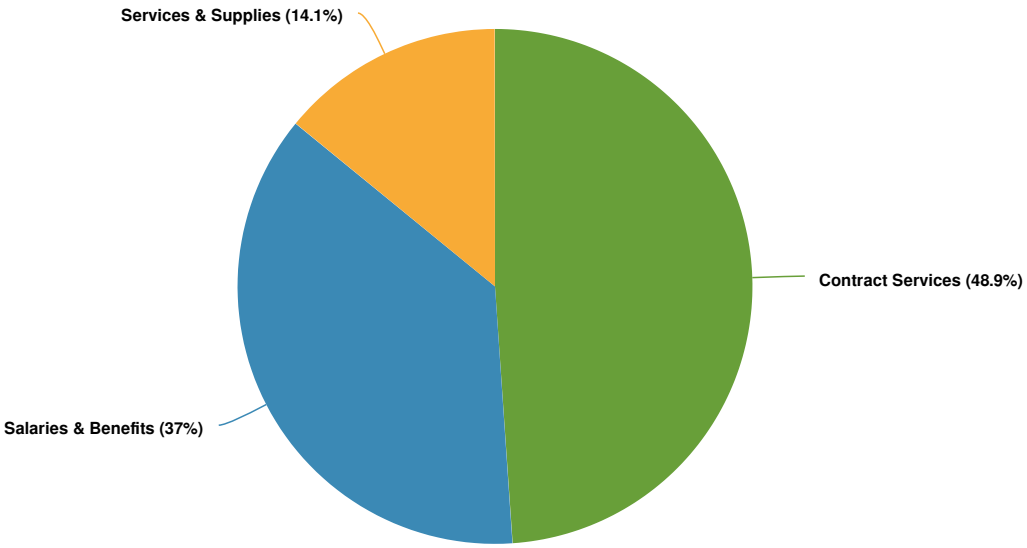
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$2,104,782	$2,286,408	$2,394,083	$2,606,803	$2,688,543
Total General Fund:	**$2,104,782**	**$2,286,408**	**$2,394,083**	**$2,606,803**	**$2,688,543**

Dublin Arts Center

The new Dublin Arts Center is a vibrant 13,500-square-foot facility. The Precinct Black Box Theater and Gallery 180 are two new program features for the City at the forefront of planning efforts. The Center will also feature programmable spaces: Mixed Media Room, Arts and Crafts Room, Ceramics Studio/Arts Yard, Dance Studio, and Music Studio. Each space will host classes and programs tailored to its specific focus. The budget includes expenditures and revenues related to theater and art gallery operations, facility rentals, arts related programming, and general operations.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$0	$0	$0	$192,229	$199,339
Benefits	$0	$0	$0	$89,852	$96,144
Services & Supplies	$0	$0	$0	$107,400	$65,900
Contracted Services	$0	$0	$0	$372,920	$409,120
Total Expense Objects:	**$0**	**$0**	**$0**	**$762,401**	**$770,503**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$0	$0	$0	$762,401	$770,503
Total General Fund:	**$0**	**$0**	**$0**	**$762,401**	**$770,503**

Public Works Department

The Public Works Department is responsible for planning, designing, constructing, operating, and maintaining City infrastructure. The Department is also responsible for management and implementation of the Climate Action Plan 2030 and Beyond, the Dublin Bicycle and Pedestrian Plan, the Municipal Regional Stormwater NPDES Permit, and the solid waste program. The Department consists of several functional areas including Administration, Engineering, Environment and Sustainability, Maintenance, and Special Districts.

Accomplishments for 2022-23 and 2023-24

- Completed the Dublin Bicycle and Pedestrian Plan, a critical planning, policy, and implementation document that supports City efforts to improve safety and attractiveness of biking and walking as a means of transportation and recreation.
- Continued implementing the Bicycle and Pedestrian Plan, by:
  - Bidding out spot improvements and crosswalk improvements in the vicinity of various schools.
  - Implementing striping changes to add buffers along Dublin Boulevard between Hacienda Drive and Scarlett Drive.
  - Installation of sharrows on Hansen Drive between Dublin Boulevard and Silvergate Drive.
  - Complete Street study and striping review for northbound protected bicycle lanes on Tassajara Road with the Dublin Centre project.
- Completed the Dublin Local Roadway Safety Plan, to ensure Dublin residents, visitors and those who travel through the community get home safely.
- Received the award for 2023 Project of the Year, Structures $5M to $25M, for Don Biddle Community Park from the Northern California Chapter of the American Public Works Association.
- Received the award for 2023 Project of the Year, Structures less than $5M, for Butterfly Knoll Park from the Northern California Chapter of the American Public Works Association.
- Received the award for 2023 Project of the Year, Historic Restoration/Preservation, for Heritage Park Cemetery Improvements from the Northern California Chapter of the American Public Works Association.
- Continued implementing the City's Climate Action Plan 2030 and Beyond and pursuit of Dublin achieving carbon neutrality by 2045 by:
  - Installing eight electric vehicle charging stations at The Wave and four on Donlon Way next to Heritage Park.
  - Partnered with Dublin Chevrolet to install ten electric vehicle charging stations at Don Biddle Community Park, as part of the General Motors Dealer Community Charging Program.
  - Replaced gas water heaters with $124,000 worth of new electric heat pump water heaters at City buildings at no cost to the City through a PG&E Government/K-12 energy program.
  - Pilot tested the use of low carbon concrete at Dublin Sports Grounds as part of the ongoing Citywide Energy Efficiency and Infrastructure Project.
- Completed construction of the following projects: Don Biddle Community Park, Dublin Boulevard Pavement Rehabilitation, Fallon Sports Park – Phase 3, Signal Communications Conduit Installation on Dublin Boulevard, City Hall 2nd Floor Renovation, and Annual Street Resurfacing
- Assembled and lifted the 230-foot long Iron Horse Trail Bridge through a weekend road closure of Dublin Boulevard.
- Completed design and began construction of the following projects: Dublin Arts Center, Green Stormwater Infrastructure, Iron Horse Trail Bridge at Dublin Boulevard, Iron Horse Nature Park and Open Space (Phase 1), Safe Routes to School and Regional Street Midblock Crosswalk, Forest Park, Wallis Ranch Community Park, and Annual Street Resurfacing.
- Continued planning, environmental review, and design of the following projects: Dublin Boulevard Extension, Golden Gate Drive Intersection Improvements, Library Tenant Improvements, Tassajara Road Improvements, Tassajara Road Realignment and Widening, and Village Parkway Complete Streets Improvements.
- The City of Dublin has a Pavement Condition Index of 80, the highest in Alameda County, and the 4th highest in the Bay Area.
- Created Geographic Information System (GIS) Story Maps for Public Art, Dublin Pioneer cemetery, and the Adopt-a-Bench Program. Created GIS web applications for the City Council District-Based Elections and City Street Cut Moratoriums.
- Citywide Energy Improvements project continues construction. Completed improvements include solar panels at The Wave, Corp Yard, Fire Stations 17 & 18, Senior Center, Library, Public Safety Complex, Dublin Sports Grounds, and Fallon Sports Park. Battery storage at The Wave, Senior Center, and Corp Yard; LED lighting retrofits or additions at parks, sports fields, courts, streets and parking lots; new or replaced standby generators at the Library, Shannon Community Center, Fire Stations 16, 17, and 18; new HVAC, boilers, and associated controls at the Library, Senior Center, Heritage Park and Museum, and Fire Stations 16, 17, and 18; new or upgraded battery back up or hydrogen fuel cell systems at 21 signalized intersections.

- Continued the Public-Public Partnership with Parks Reserve Forces Training Area (Camp Parks) thought the Intergovernmental Support Agreement (IGSA).
- Grants and project received by the Department:
  - $9.15M of State Transportation Improvement Program funding for Village Parkway Complete Streets Improvements.
  - $1.38M Urban Community Drought Relief Grant from the California Department of Water Resources.
  - $600,000 Tri-Valley Transportation Council funding for the Iron Horse Trail Bridge at Dublin Boulevard.
  - $135,000 of Measure B funds and $726,000 of Vehicle Registration Fee funds from Alameda County Transportation Commission for the Citywide Bicycle and Pedestrian Improvements project.
  - $400,000 of Alameda County Health grant funds for the midblock crosswalk on Regional Street between Dublin Boulevard and Amador Valley Boulevard.
  - $286,455 in TDA funds that can be used for Bicycle and Pedestrian projects.
- Received Tree City USA designation from the Arbor Day Foundation for the tenth consecutive year.
- Completed formation of a Community Facilities District for the Francis Ranch (East Ranch) Development.
- Implemented the Community Workforce Agreement on applicable Capital Improvement Program projects.
- Partnered with StopWaste and a UC Merced research team on a carbon sequestration pilot project at Emerald Glen Park and Dublin Sports Grounds.

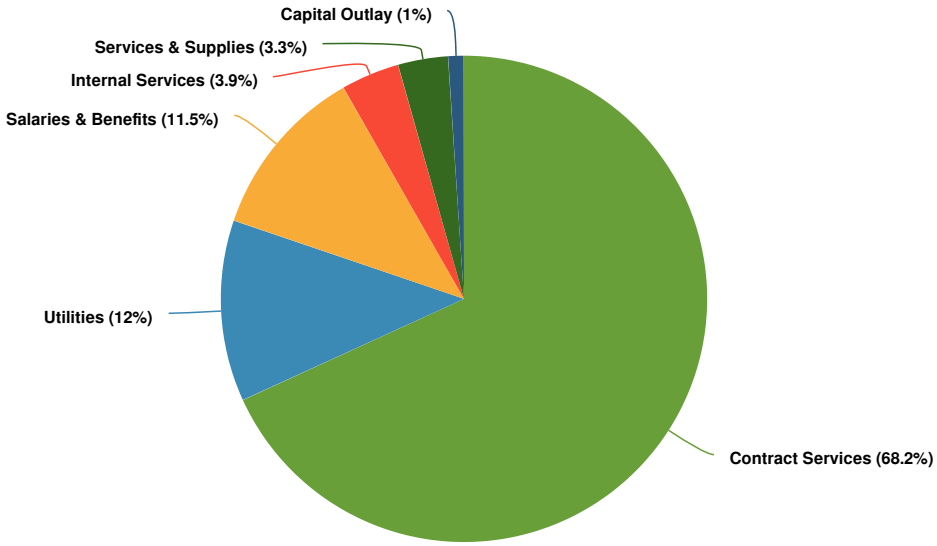
Objectives and Key Performance Measures for Fiscal Year 2024-2025 and 2025-2026

- Increase maintenance efforts throughout the City, including increasing the amount of annual street resurfacing.
- Continue to implement the Bicycle and Pedestrian Plan and the Local Roadway Safety Plan.
- Continue to implement the Climate Action Plan 2030 and Beyond
- Continue to explore funding mechanisms, like Community Facilities Districts, for capital and on-going maintenance needs.
- Continue to work on the extension of Dublin Boulevard with the Alameda County Transportation Commission.
- Complete assessments of the three fire stations and complete upgrades to improve safety and efficiency of station operations.Complete the construction of:
  - Citywide Energy Efficiency and Infrastructure Improvements
  - Dublin Arts Center
  - Forest Park
  - Green Stormwater Infrastructure
  - Iron Horse Nature Park and Open Space (Phase 1)
  - Iron Horse Trail Bridge at Dublin Boulevard
  - Safe Routes to School and Regional Street Midblock Crosswalk
  - Wallis Ranch Community Park

Performance Measure	FY 2024 - 25 Projection	FY 2025 - 26 Projection
Encroachment Permits Issued	234	236
Percent of graffiti on public property calls for service that are responded to within one City business day.	60%	70%
Percent of potholes filled within three City business days.	70%	75%

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$2,357,583	$2,773,179	$2,773,179	$2,953,603	$3,045,267
Benefits	$841,596	$1,113,117	$1,113,117	$1,370,921	$1,425,196
Services & Supplies	$464,875	$889,253	$1,179,410	$1,247,363	$1,175,482
Internal Services	$1,356,489	$1,455,290	$1,455,290	$1,462,598	$1,562,217
Utilities	$3,438,165	$4,458,334	$4,548,334	$4,524,342	$4,751,026
Contracted Services	$20,873,164	$23,146,050	$25,635,271	$25,598,010	$26,003,354
Professional Consulting	$188,459	$50,000	$58,913	$0	$0
Capital outlay - Expendable	$13,565	$0	$76,127	$390,000	$0
Capital Outlay - ISF	$0	$0	$70,000	$0	$0
Capital Outlay - GFAAG	$0	$11,025	$11,025	$0	$0
Total Expense Objects:	**$29,533,897**	**$33,896,248**	**$36,920,666**	**$37,546,837**	**$37,962,542**

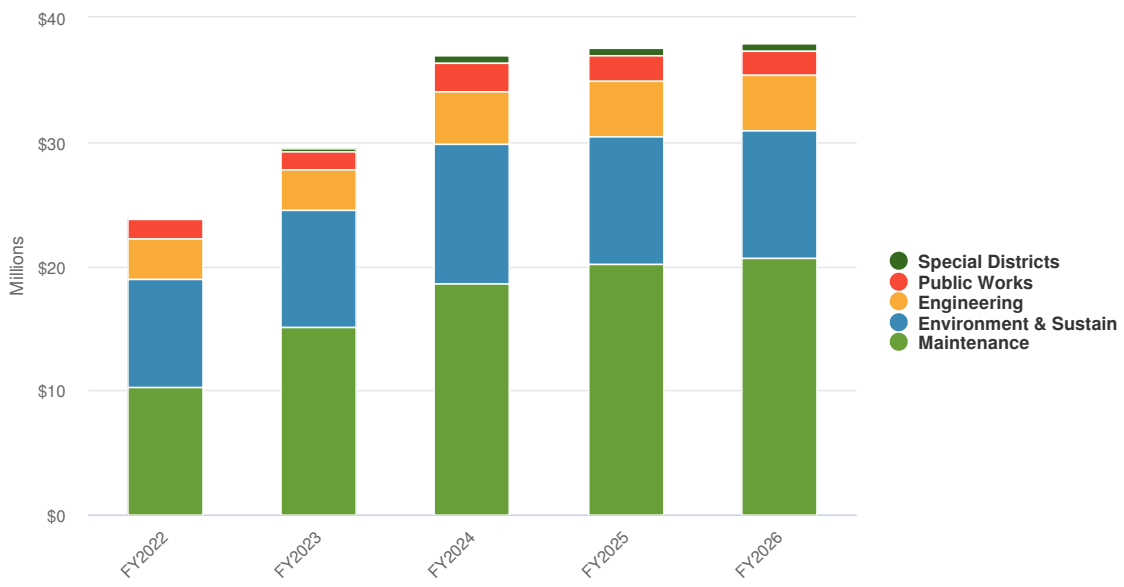
Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$17,448,539	$20,613,402	$21,765,401	$23,666,351	$23,974,277
Developer Deposit	$1,181,404	$1,458,426	$1,725,369	$1,554,478	$1,554,478
General Fund Designated Reserv	$146,725	$440,000	$465,674	$30,007	$177,000
Traffic Safety	$37,922	$84,000	$103,463	$94,000	$94,000
State Gas Tax	$947,233	$1,372,119	$1,476,743	$1,212,067	$1,242,286
ACTC - Vehicle Registration Fe	$200,000	$100,000	$100,000	$200,000	$200,000
Measure BB-Bike & Ped	$9,341	$20,225	$20,225	$0	$0

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Measure D	$274,174	$447,638	$747,057	$352,287	$220,127
Garbage Service Fund	$8,286,780	$7,820,000	$8,854,395	$8,810,000	$8,810,000
Local Recycling Programs	$62,798	$72,647	$103,763	$53,025	$53,204
Dublin / Dougherty	$3,400	$11,800	$11,800	$6,800	$6,800
Village Parkway	$3,400	$11,800	$11,800	$6,800	$6,800
Street Light District 1983-1	$262,596	$373,473	$373,473	$430,671	$446,101
Landscape District Stagecoach	$62,245	$261,166	$261,166	$99,096	$102,550
Landscape District Dougherty 1	$92,451	$132,821	$132,821	$111,887	$116,295
Landscape District Santa Rita	$292,031	$362,008	$362,008	$378,147	$393,679
Street Light District East Dub	$214,265	$283,695	$373,695	$403,688	$422,050
Dublin Crossing CFD	$8,594	$31,030	$31,815	$137,532	$142,895
Total:	**$29,533,897**	**$33,896,248**	**$36,920,666**	**$37,546,837**	**$37,962,542**

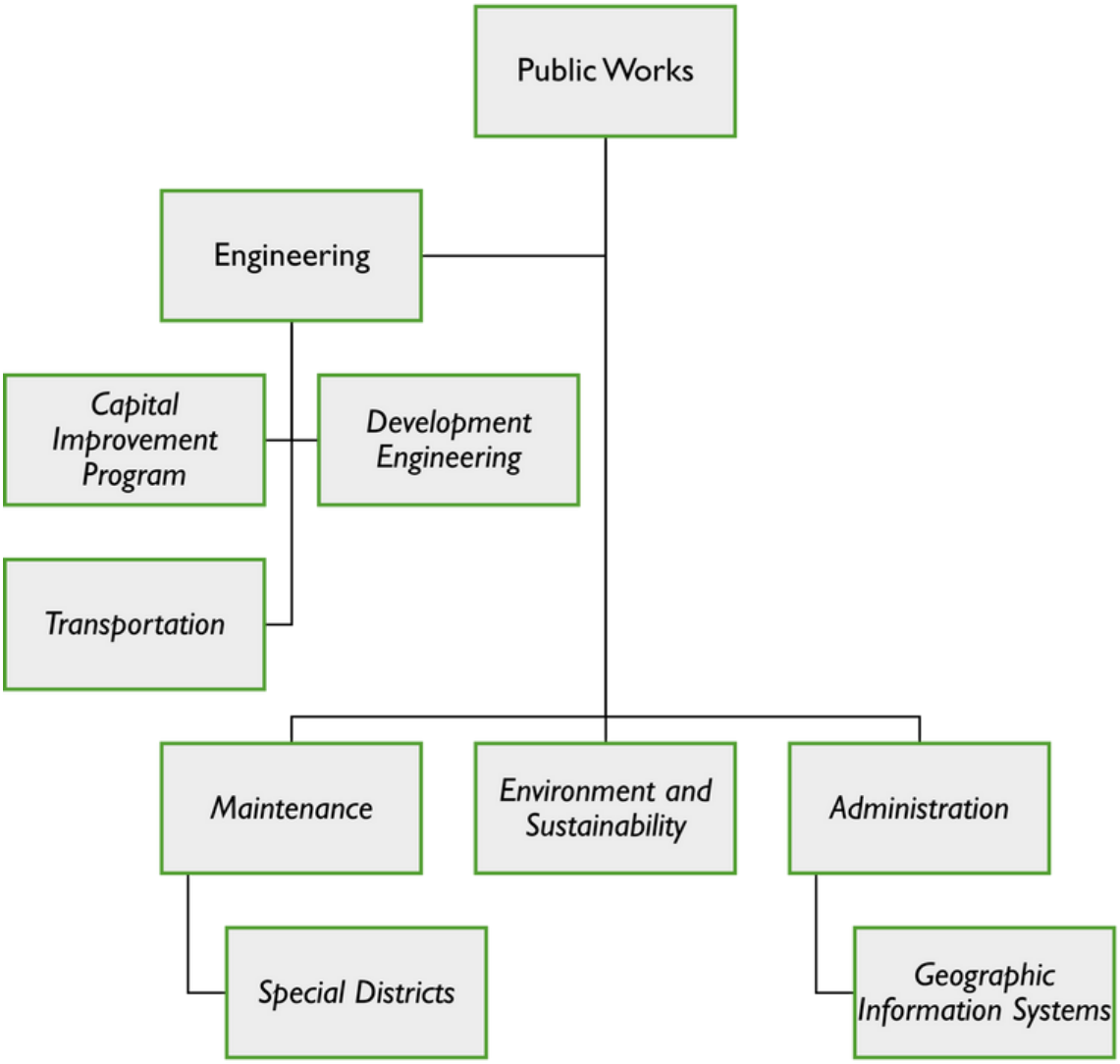
Expenditures by Division

Budgeted and Actual Expenditures by Division



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expenditures					
Public Works	$1,468,724	$1,855,024	$2,275,975	$2,060,593	$1,956,536
Engineering	$3,152,167	$3,891,056	$4,213,638	$4,433,609	$4,522,072
Environment & Sustain	$9,473,198	$9,659,090	$11,282,566	$10,268,088	$10,292,789
Maintenance	$15,109,423	$17,928,023	$18,584,647	$20,227,234	$20,615,035
Special Districts	$330,385	$563,056	$563,841	$557,313	$576,110
Total Expenditures:	**$29,533,897**	**$33,896,248**	**$36,920,666**	**$37,546,837**	**$37,962,542**

Organizational Chart



Personnel Allocation

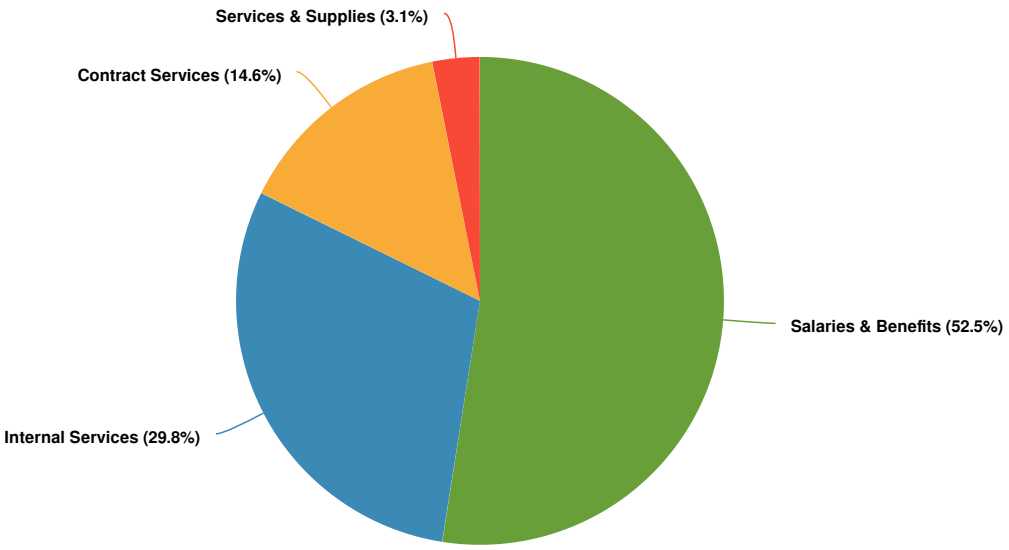
	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Personnel Allocation					
Public Works Director	1.00	1.00	1.00	1.00	1.00
Administrative Aide	1.00	1.00	1.00	1.00	1.00
Assistant Civil Engineer	1.00	1.00	1.00	1.00	1.00
Assistant Public Works Dir/City Engineer	1.00	1.00	1.00	1.00	1.00
Associate Civil Engineer	3.00	3.00	2.00	3.00	3.00
Capital Improvement Program Manager	1.00	1.00	1.00	1.00	1.00
Environmental & Sustain. Manager	1.00	1.00	1.00	1.00	1.00
Environmental Technician	1.00	1.00	1.00	1.00	1.00
GIS Coordinator	1.00	1.00	1.00	1.00	1.00
Maintenance Coordinator	1.00	1.00	1.00	1.00	1.00
Management Analyst II	1.00	1.00	1.00	1.00	1.00
Office Assistant II	1.00	1.00	1.00	1.00	1.00
Parks & Facilities Dev. Coordinator	1.00	1.00	1.00	1.00	1.00
Permit Technician	1.00	1.00	1.00	1.00	1.00
Principle Engineer		1.00	1.00	1.00	1.00
Public Works Inspector		1.00			
Public Works Manager	1.00	1.00	1.00	1.00	1.00
Public Works Trans/Ops Manager	1.00	1.00	1.00	1.00	1.00
Senior Civil Engineer	1.00		1.00	1.00	1.00
Senior Office Assistant	1.00	1.00	1.00	1.00	1.00
Senior Public Works Inspector	1.00	1.00	2.00	2.00	2.00
Total Positions	**21.00**	**22.00**	**22.00**	**23.00**	**23.00**

Public Works Administration

Public Works Administration is responsible for oversight of the Public Works Department and support of its Divisions: Engineering, Environment and Sustainability, and Maintenance, including Special Districts. Public Works Administration manages the geographic information system (GIS). The administrative function includes the department and Capital Improvement Program (CIP) budgeting, including revenue and expense management of certain special revenue funds.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$652,984	$766,771	$766,771	$788,918	$816,286
Benefits	$195,352	$253,950	$253,950	$292,538	$302,792
Services & Supplies	$31,438	$52,430	$54,149	$64,805	$50,805
Internal Services	$539,114	$671,873	$671,873	$614,331	$636,652
Contracted Services	$31,729	$110,000	$444,191	$300,000	$150,000
Professional Consulting	$5,567	$0	$8,913	$0	$0
Capital outlay - Expendable	$12,541	$0	$76,127	$0	$0
Total Expense Objects:	**$1,468,724**	**$1,855,024**	**$2,275,975**	**$2,060,593**	**$1,956,536**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Funds	$1,468,724	$1,855,024	$2,275,975	$2,060,593	$1,956,536

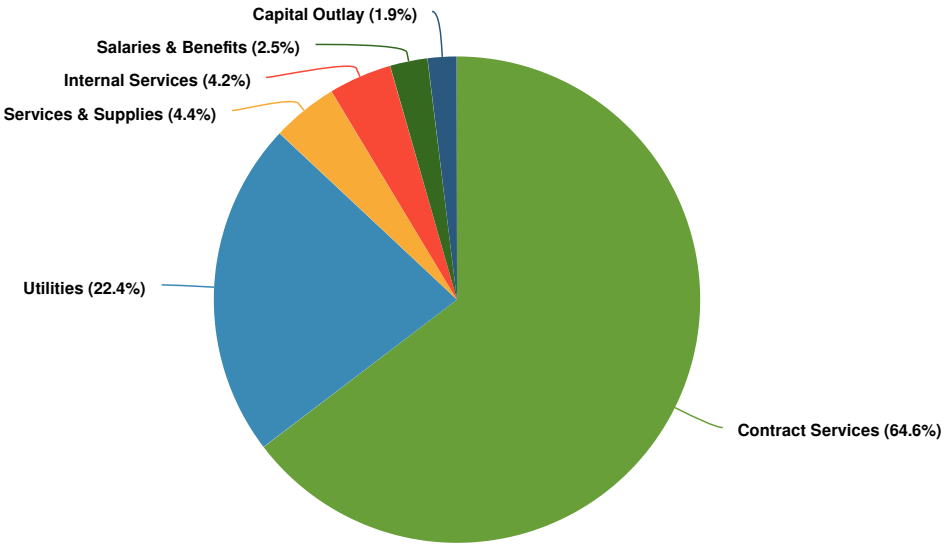
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Total General Funds:	**$1,468,724**	**$1,855,024**	**$2,275,975**	**$2,060,593**	**$1,956,536**

Maintenance

The Maintenance Division is responsible for the maintenance of City buildings, parks, streets, street landscaping, and trees. The Division also manages maintenance of the Landscape and Lighting Maintenance Districts and Community Facility Districts. Maintenance services are provided to the City under several contracts with private companies. The largest and primary maintenance contract is with MCE Corporation.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$227,841	$329,974	$329,974	$349,137	$361,196
Benefits	$106,533	$127,649	$127,649	$158,366	$167,802
Services & Supplies	$222,245	$508,327	$707,197	$884,887	$885,261
Internal Services	$817,375	$783,417	$783,417	$848,267	$925,565
Utilities	$3,437,284	$4,457,784	$4,547,784	$4,521,792	$4,748,476
Contracted Services	$10,298,131	$11,709,847	$12,007,601	$13,074,786	$13,526,735
Professional Consulting	$15	$0	$0		
Capital outlay - Expendable	$0	$0	$0	$390,000	$0
Capital Outlay - ISF	$0	$0	$70,000	$0	$0
Capital Outlay - GFAAG	$0	$11,025	$11,025	$0	$0
Total Expense Objects:	**$15,109,423**	**$17,928,023**	**$18,584,647**	**$20,227,234**	**$20,615,035**

Funding

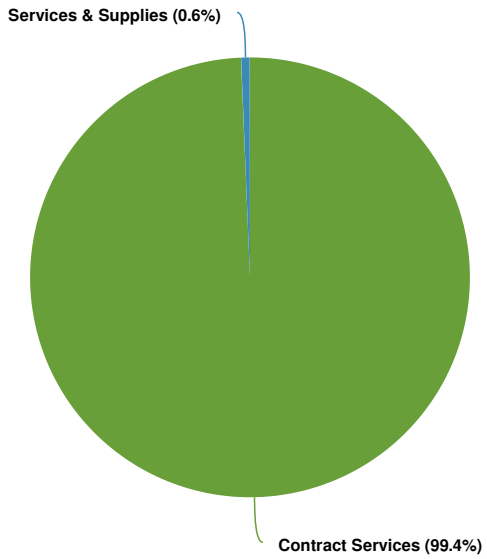
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$13,367,880	$15,621,084	$16,077,696	$17,768,844	$18,082,674
Traffic Safety	$37,922	$84,000	$103,463	$94,000	$94,000
State Gas Tax	$901,826	$1,231,803	$1,322,352	$1,160,682	$1,190,901
ACTC - Vehicle Registration Fe	$200,000	$100,000	$100,000	$200,000	$200,000
Dublin / Dougherty	$0	$5,000	$5,000	$0	$0
Village Parkway	$0	$5,000	$5,000	$0	$0
Street Light District 1983-1	$250,500	$360,025	$360,025	$410,270	$425,089
Landscape District Stagecoach	$14,311	$31,443	$31,443	$23,978	$25,177
Landscape District Dougherty 1	$39,120	$79,800	$79,800	$52,500	$55,125
Landscape District Santa Rita	$93,769	$122,616	$122,616	$116,035	$122,587
Street Light District East Dub	$204,095	$273,025	$363,025	$386,440	$404,284
Dublin Crossing CFD	$0	$14,226	$14,226	$14,485	$15,198
Total:	**$15,109,423**	**$17,928,023**	**$18,584,647**	**$20,227,234**	**$20,615,035**

Special (Assessment) Districts

The Public Works Department manages Special Districts, which include Community Facilities Districts and Landscaping and Lighting Maintenance Districts. The Special Districts fund construction and maintenance of certain public infrastructure through the collection of special taxes from or assessments on properties within the boundary of each Special District.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Services & Supplies	$1,150	$3,528	$3,528	$3,617	$3,707
Contracted Services	$329,235	$559,528	$560,313	$553,696	$572,404
Total Expense Objects:	**$330,385**	**$563,056**	**$563,841**	**$557,313**	**$576,110**

Funding

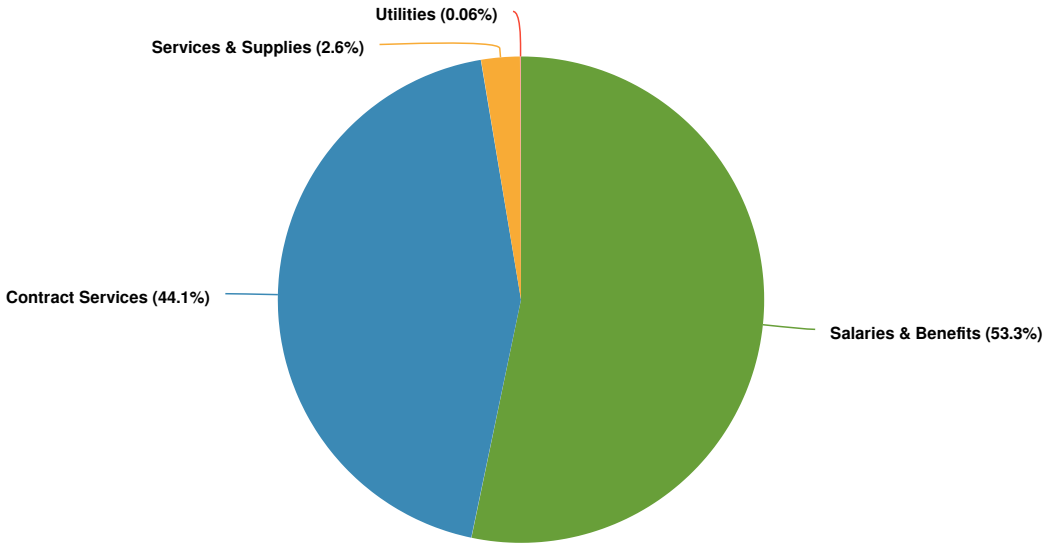
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Street Light District 1983-1	$12,096	$13,447	$13,447	$20,401	$21,012
Landscape District Stagecoach	$47,934	$229,723	$229,723	$75,118	$77,373
Landscape District Dougherty 1	$53,331	$53,021	$53,021	$59,387	$61,170
Landscape District Santa Rita	$198,262	$239,392	$239,392	$262,112	$271,092
Street Light District East Dub	$10,169	$10,669	$10,669	$17,248	$17,766
Dublin Crossing CFD	$8,594	$16,803	$17,588	$123,047	$127,697
Total:	**$330,385**	**$563,056**	**$563,841**	**$557,313**	**$576,110**

Engineering

The Engineering Division manages the planning, design, and construction of Capital Improvement Program (CIP) projects including projects for streets, parks, and buildings. These projects include new construction, major capital maintenance, and facility renovation projects. The Division is responsible for the review, approval, permitting, and inspection of subdivisions, grading, other private development projects, and encroachments within the public street right-of-way or within City property. The Division also manages traffic signals and the intelligent transportation system (ITS) including the communications network and operations. The three Geologic Hazard Abatement Districts are managed by the Engineering Division.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$1,211,998	$1,398,521	$1,398,521	$1,533,894	$1,576,342
Benefits	$465,613	$641,865	$641,865	$828,574	$870,928
Services & Supplies	$69,520	$125,120	$127,120	$113,901	$111,721
Utilities	$881	$550	$550	$2,550	$2,550
Contracted Services	$1,220,253	$1,675,000	$1,995,582	$1,954,690	$1,960,530
Professional Consulting	$182,877	$50,000	$50,000	$0	$0
Capital outlay - Expendable	$1,025	$0	$0		
Total Expense Objects:	**$3,152,167**	**$3,891,056**	**$4,213,638**	**$4,433,609**	**$4,522,072**

Funding

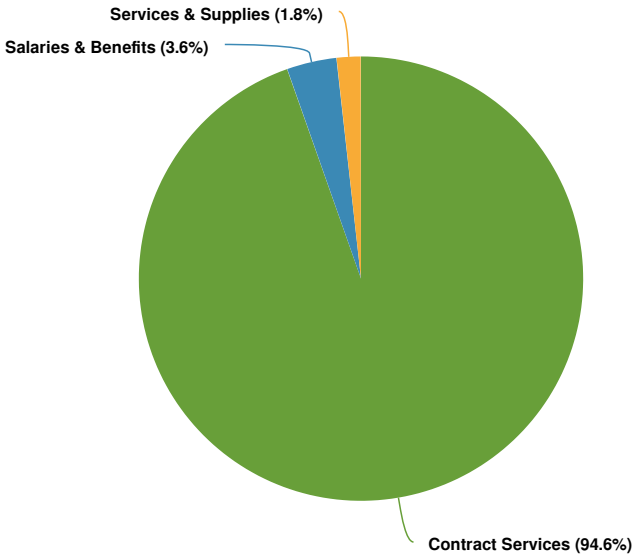
Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Funds	$3,134,728	$3,859,595	$4,182,177	$4,433,609	$4,522,072
State Gas Tax	$8,098	$11,236	$11,236	$0	$0
Measure BB-Bike & Ped	$9,341	$20,225	$20,225	$0	$0
Total:	**$3,152,167**	**$3,891,056**	**$4,213,638**	**$4,433,609**	**$4,522,072**

Environment and Sustainability

The Environment and Sustainability Division is responsible for the management and implementation of programs related to the Climate Action Plan 2030 and Beyond, the Municipal Regional Stormwater NPDES Permit, and solid waste management. The Division coordinates internal and external environmental compliance efforts, develops new sustainable programs and practices, coordinates Bike Month and Walk and Roll to School activities and assists with environmental efforts related to special events.

Expenditures by Expense Type

FY2025 Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Expense Objects					
Salaries & Wages	$264,760	$277,913	$277,913	$281,653	$291,443
Benefits	$74,098	$89,653	$89,653	$91,443	$83,673
Services & Supplies	$140,523	$199,849	$287,416	$180,154	$123,989
Contracted Services	$8,993,816	$9,091,675	$10,627,584	$9,714,838	$9,793,685
Total Expense Objects:	**$9,473,198**	**$9,659,090**	**$11,282,566**	**$10,268,088**	**$10,292,789**

Funding

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
General Fund	$654,242	$735,000	$953,797	$956,283	$965,974
Developer Deposit	$4,368	$1,125	$1,125	$1,500	$1,500
General Fund Designated Reserv	$146,725	$440,000	$465,674	$30,007	$177,000
State Gas Tax	$37,310	$129,080	$143,155	$51,385	$51,385

Name	FY2023 Actual	FY2024 Original	FY2024 Revised	FY2025 Proposed	FY2026 Forecast
Measure D	$274,174	$447,638	$747,057	$352,287	$220,127
Garbage Service Fund	$8,286,780	$7,820,000	$8,854,395	$8,810,000	$8,810,000
Local Recycling Programs	$62,798	$72,647	$103,763	$53,025	$53,204
Dublin / Dougherty	$3,400	$6,800	$6,800	$6,800	$6,800
Village Parkway	$3,400	$6,800	$6,800	$6,800	$6,800
Total:	**$9,473,198**	**$9,659,090**	**$11,282,566**	**$10,268,088**	**$10,292,789**

CAPITAL IMPROVEMENT PROGRAM

Capital Improvement Program Overview

The 2024-29 Five-Year Capital Improvement Program (CIP) includes 37 projects within the CIP time frame with a funding allocation for 28 of the projects in Fiscal Year 2024-25 and 16 of the projects in Fiscal Year 2025-26.

The City's Capital Projects are divided into four Capital Funds: General Improvements, Public Arts, Parks, and Streets projects. The Fund accumulates resources for capital expenditures and utilizes those resources to support projects that promote or enhance redevelopment, revitalization, or beautification of the City's infrastructure; projects that would construct, improve, or enhance the City's parks and facilities; and projects that would construct, improve, or enhance the City's trails, highways, streets, roads, bridges, street lighting, and storm drain systems.

Overall CIP Expenditures and Financing

	FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
EXPENDITURES BY CATEGORY					
General Improvements	$11,829,805	$2,696,840	$25,269,885	$10,425,459	$3,952,000
Public Art	$474,814	$500,000	$1,471,045	$500,000	$300,000
Parks	$4,539,778	$3,894,115	$26,188,648	$1,943,185	$5,800,941
Streets	$13,053,219	$17,851,382	$68,340,072	$9,950,578	$14,407,000
TOTAL COSTS[1]	**$29,897,617**	**$24,942,337**	**$121,269,649**	**$22,819,222**	**$24,459,941**

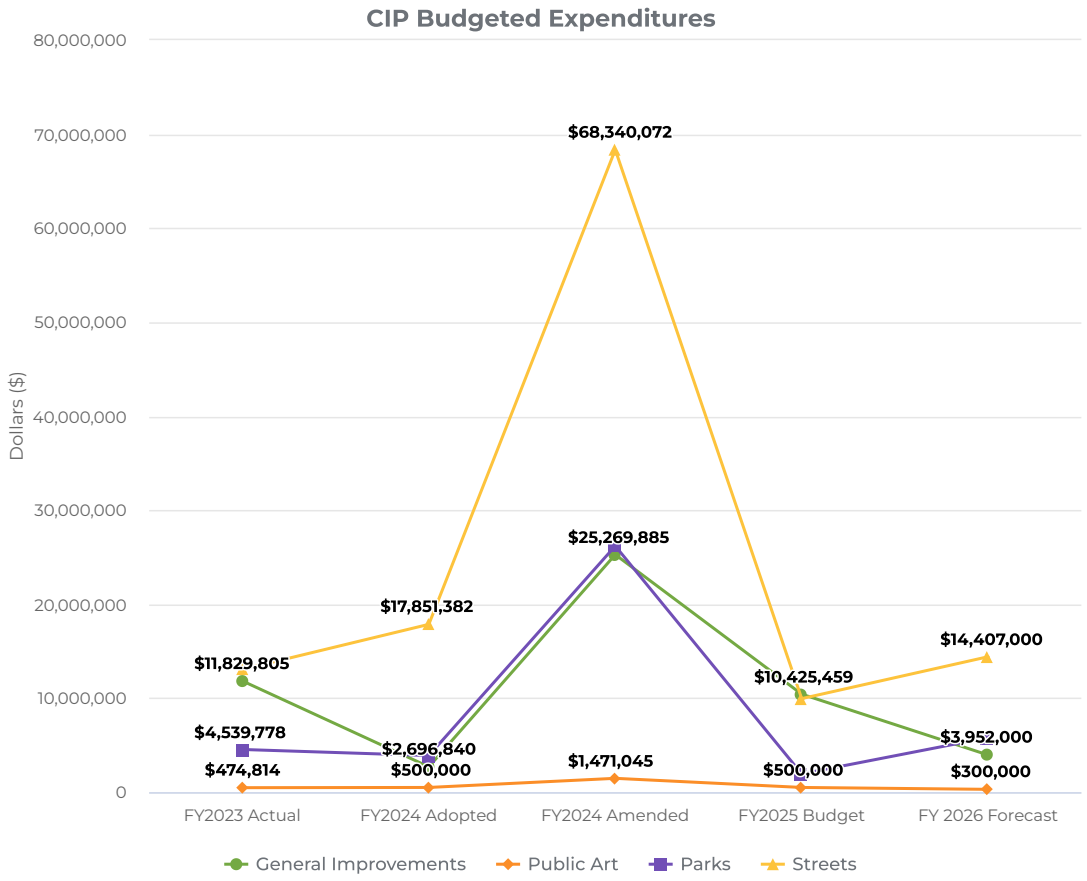
FINANCING					
General Fund	$1,956,443	$17,929,893	$51,207,754	$5,097,023	$15,551,900
Special Revenue	$11,477,739	$3,448,689	$16,128,982	$7,221,374	$3,840,100
Public Art Fund	$474,814	$500,000	$1,471,045	$500,000	$300,000
Traffic Impact Fees	$1,788,206	$613,880	$23,109,933	$816,320	
Public Facility Fees	$7,356,764	$2,279,875	$22,843,452	$1,563,505	$2,490,941
Dublin Crossing Fund	$450,000		$350,000		
Internal Service Funds	$37,965	$170,000	$3,589,986	$7,621,000	$2,277,000
Energy Improve. Lease Bond	$6,355,686	$0	$2,568,498		
TOTAL FINANCING [1]	**$ 29,897,617**	**$ 24,942,337**	**$ 121,269,649**	**$ 22,819,222**	**$ 24,459,941**

[1] Financing sources exclude project improvement to be funded/constructed by developers and other agencies, other and unidentified funding sources.

Capital Improvement Program

The following pages contain a summary of these projects and associated funding sources by category. Detailed information about each of these projects is contained in the 2024-2029 Five-Year Capital Improvement Program.

CIP Costs by Project Category



General Improvements CIP

Project Number and Description		FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
EXPENDITURES						
GI0421	Audio Visual System Upgrade	$8,749	$314,000	$463,175	$771,000	$177,000
GI0121	Citywide Energy Improvements	$7,521,059	$30,000	$3,368,406	$1,500,000	$1,000,000
GI0001	Civic Center Elevator Modernization					$900,000
GI0002	Civic Center Exterior Glazing, Sealing & Painting				$4,250,000	
GI0122	Civic Center Rehabilitation	$267,580	$687,840	$1,728,152	$205,000	
GI0119	Civic Ctr HVAC & Roof Replacement	$37,852		$73,768		
GINEW01	Condition Assessment of Water Features				$50,000	
GINEW02	Corporation Yard Equipment Wash pad					
GI0120	Dublin Arts Center	$3,419,306		$9,848,021		
GI0123	Dublin Standard Plans & Details Update	$54,866		$87,634		
GI0219	Electric Vehicle (EV) Charging Stations	$161,609		$50,484	$197,459	
GI0223	Exterior Painting at Various City Facilities	$113	$120,000	$784,887		
GINEW03	Facilities Parking Lot Resurfacing				$500,000	$500,000
GI0319	Financial System Replacement	$237,594		$939,205		
GI0224	Irrigation System Upgrades			$1,840,000		
GI0117	IT Infrastructure Improvement			$254,277		
GI0521	Library Tenant Improvements	$333	$1,000,000	$2,835,332	$2,000,000	
GI0509	Maintenance Yard Facility			$55,089		
GI0124	Marquee Signs		$495,000	$495,000	$350,000	
GI0323	Municipal Fiber			$140,000		
GI0116	Police Services Building	$86,178		$1,022		
GI0221	Resiliency and Disaster Preparedness Imp.	$34,567		$1,065,433	$277,000	$1,375,000
GI0423	Roof Replacement at Various City Facilities		$50,000	$655,000		
GINEW04	Shannon Community Center Play Yard					
GI0523	Situational Awareness Camera Program			$585,000		
GINEW05	Waste Enclosure Upgrades				$325,000	
GINEW06	The Wave Pool Replastering					
Total Costs		**$11,829,805**	**$2,696,840**	**$25,269,885**	**$10,425,459**	**$3,952,000**

FINANCING						
1001	General Fund	$1,002,425	$1,809,000	$5,545,355	$1,908,124	$2,275,000
1101	General Fund Designated Reserves	$515,367	$687,840	$9,245,221	$275,229	
2207	Transportation for Clean Air			$18,000		
2705	Street Light District East Dublin 1999-1	$498,723	$30,000	$30,000		
2811	Cable TV Facilities				$300,000	
2920	Federal Grants				$127,230	
2921	State Grant - General			$1,380,000	$193,876	
4100	Public Facility Fees	$3,419,640		$3,085,518		
6205	Internal Service Fund - Facilities Replacement	$113	$170,000	$3,073,525	$7,150,000	$1,500,000
6305	Internal Service Fund - Equipment					
6605	IT Fund	$37,852		$323,768	$471,000	$177,000
7102	Energy Improvement Lease Bond	$6,355,686		$2,568,498		
Total Financing		**$ 11,829,805**	**$ 2,696,840**	**$ 25,269,885**	**$ 10,425,459**	**$ 3,952,000**

Public Art CIP

Project Number and Description		FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
EXPENDITURES						
	Butterfly Knoll Park					
PA0121	Camp Parks Sign	$101,503		$4,104		
PA0121	Don Biddle Com Park	$157,954		$381,814		
PA0123	Downtown Dublin		$500,000	$108,159	$300,000	$300,000
PA0222	Heritage Park			$650,000		
PA0419	Imagine Playground			$311,193		
PA0418	Sean Diamond Park			$6,263		
PANEW01	Outdoor Murals	$215,358		$9,512	$200,000	
Total Costs		**$474,814**	**$500,000**	**$1,471,045**	**$500,000**	**$300,000**

FINANCING						
2801	Public Art Fund	$474,814	$500,000	$1,471,045	$500,000	$300,000
Total Financing		**$ 474,814**	**$ 500,000**	**$ 1,471,045**	**$ 500,000**	**$ 300,000**

Parks CIP

Project Number and Description		FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
EXPENDITURES						
PK0122	Alamo Creek Park and Assessment District - Fence Replacement	$26,610		$810,458		
PK0115	Don Biddle Community Park	$2,286,703		$3,457,269		
PK0221	Downtown Dublin Town Square Park		$4,680	$106,885	$4,680	
PK0215	Dublin Heritage Cemetery	$18,231		$3,517		
PK0002	Dublin Sports Grounds Rehabilitation					
PK0105	Emerald Glen Park Recre & Aq	$3,056		$215,066		
PKNEW01	Fallon Sports park - Artificial Turf Field Replacement					
PK0119	Fallon Sports Park - Phase 3	$1,264,855		$430,042		
PK0518	Imagine Playground at Dublin Sports	$587		$48,233		
PK0422	Iron Horse Nature Park and Open Space	$557,154	$1,301,100	$4,663,435	$1,463,505	$2,490,941
PK0322	Jordan Ranch Neighborhood Square	$207,406	$1,028,775	$2,573,613	$350,000	
PK0224	Kolb Park Renovation		$450,000	$450,000		$2,450,000
PK0124	Parks Playground Replacement		$1,109,560	$1,109,560		
PK0123	Persimmon Drive Pedestrian Path Rehabilitation	$72		$194,928		
PK0321	Restrooms Replacement			$999,720		
PKNEW02	Sports Courts Resurfacing					$600,000
PK0001	Sunday School Barn Improvements				$125,000	$260,000
PK0421	Wallis Ranch Community Park	$175,103		$11,125,921		
Total Costs[1]		**$4,539,778**	**$3,894,115**	**$26,188,648**	**$1,943,185**	**$5,800,941**

[1]Costs and Financing sources exclude project improvement costs to be constructed by developers and other agencies.

FINANCING						
1001	General Fund	$7,240	$1,614,240	$3,207,513	$129,680	$2,710,000
1101	General Fund Designated Reserves	$13,748		$775,193		
2207	TFAC/Transportation for Clean Air	$4,483		$3,517		
2212	Vehicle Registration Fee (ACTC)			$35,106		
2215	Measure BB Sales Tax - Bke & Ped Fund (ACTC)				$250,000	
2403	State Park Grant	$557,154		$1,736,846		
2703	Landscape District Dougherty 1986-1	$19,958		$370,344		
2704	Landscape District Santa Rita 1997-1	$72		$194,928		
4100	Public Facility Fees	$3,937,124	$2,279,875	$19,757,934	$1,563,505	$2,490,941
6205	Internal Service Fund - Facilities Replacement			$107,268		$600,000
Total Financing[1]		**$ 4,539,778**	**$ 3,894,115**	**$ 26,188,648**	**$ 1,943,185**	**$ 5,800,941**

[1]Costs and Financing sources exclude project improvement costs to be constructed by developers and other agencies.

Streets CIP

Project Number and Description		FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
EXPENDITURES						
ST0815	Amador Plaza Road Bicycle and Pedestrian Imp.			$860,498		
ST0117	Annual Street Resurfacing	$3,115,651	$2,299,881	$2,982,063	$4,500,000	$4,500,000
ST0319	City Entrance Monument Signs			$485,000		
ST0517	Citywide Bicycle and Pedestrian Improvements	$127,202	$653,228	$2,164,249	$1,788,228	$750,000
ST0713	Citywide Signal Communications Upgrade	$980,092	$235,040	$2,054,527	$825,040	
ST0124	Citywide Storm Drain Improvements		$30,000	$30,000		$30,000
ST0221	Downtown Dublin Street Grid Network	$557	$8,990	$205,326	$8,990	
ST0216	Dublin Boulevard Extension	$905,195	$13,424,823	$28,621,206		
ST0120	Dublin Blvd Pavement Rehabilitation	$737,000				
ST0417	Dublin Ranch Street Light Improvements	$40	$12,000	$60,147	$42,000	$42,000
ST0423	Golden Gate Drive Intersection Improvements		$113,880	$135,320	$816,320	
ST0121	Green Stormwater Infrastructure	$307,646		$1,845,428	$420,000	
ST0519	Intelligent Trans Sys Upgrade	$32,752		$296,373		
ST0118	Iron Horse Trail Bridge at Dublin Boulevard	$6,182,007		$4,725,476		
ST0122	Local Roadway Safety Plan	$55,599		$39,080		
ST0218	San Ramon Road Landscape Renovation			$238,660		
ST0514	San Ramon Road Trail Lighting			$7,996		
ST0119	Tassajara Road Improvements - North Dublin	$426,079	$500,000	$11,132,278	$500,000	
ST0116	Tassajara Road Realignment and Widening	$83,457		$11,324,308		
ST0123	Traffic Signal and Roadway Safety Improvements		$110,000	$170,000		
ST0223	Traffic Signal Re-Lamping	$98	$213,540	$511,982		$135,000
ST0323	Village Parkway Reconstruction	$99,844	$250,000	$450,156	$1,050,000	$8,950,000
Total Costs[1]		**$13,053,219**	**$17,851,382**	**$68,340,072**	**$9,950,578**	**$14,407,000**

[1]Costs and Financing sources exclude project improvement costs to be constructed by developers and other agencies.

FINANCING						
1001	General Fund	$9,137	$7,311,372	$8,519,776	$1,363,990	$2,116,900
1101	General Fund Designated Reserves	$408,526	$6,507,441	$23,914,696	$1,420,000	$8,450,000
2201	State Gas Tax	$1,474,073	$659,460	$3,088,559	$750,000	$723,100
2202	Federal Transportation Grant	$661,000				
2203	Transportation Development Act			$17,317		
2204	Measure B Sales Tax - Local Streets Fund (ACTC)	$827,482		$128,223		
2205	Measure B Sales Tax - Bike & Ped Fund (ACTC)	$277,206		$68,200		
2206	State Transportation Improvement	$28,699				
2207	Transportation for Clean Air	$193,286		$69,419		
2212	Vehicle Registration Fee (ACTC)	$96,418	$165,040	$1,029,632	$35,040	
2214	Measure BB Sales Tax - Local Streets Fund (ACTC)	$857,954	$1,110,000	$1,678,026	$2,080,000	$550,000
2215	Measure BB Sales Tax - Bike & Ped Fund (ACTC)	$246,465	$348,228	$595,578	$698,228	$275,000
2216	Measure B Grants	$2,598,350				
2217	Measure BB Grants	$967,149		$2,548,490		
2218	Measure RR			$411,609		
2220	Road Maint. & Rehab Account (RMRA)	$2,169,229	$1,123,961	$2,660,682	$2,745,000	$2,250,000
2304	Local Recycling Programs			$4,360		
2705	Street Light District East Dublin 1999-1	$40	$12,000	$60,147	$42,000	$42,000
4300	Eastern Dublin Transportation Impact Fee	$1,190,404	$500,000	$11,219,795		
4303	Traffic Impact Fee - Category 3			$298,596		
4304	Western Dublin Transportation Impact Fee	$171,722	$113,880	$995,818	$816,320	
4305	Traffic Impact Fee - Dougherty Valley			$5,464,338		
4306	Tri-Valley Transportation Development Fee	$426,079		$5,085,407		
4309	Mitigation Contribution			$45,980		
4401	Dublin Crossing Development Fee	$450,000		$350,000		
6305	Internal Service Fund - Equipment			$85,426		
9901	Other County Reimbursement					

Project Number and Description		FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Total Financing[1]		**$ 13,053,219**	**$ 17,851,382**	**$ 68,340,072**	**$ 9,950,578**	**$ 14,407,000**

[1]Costs and Financing sources exclude project improvement costs to be constructed by developers and other agencies.

PROPRIETARY FUNDS

Internal Service Funds

The Internal Service Fund provides funding to support the following areas: 1) Replacement of vehicles and fire apparatus; 2) Replacement of major building system components such as heating and air conditioning systems, pumps, boilers, etc. at City owned facilities; 3) replacement of office equipment, computers, network infrastructure, solar equipment, telephone systems, etc.; 4) IT operational costs; and 5) City employees Other Post-Employment Benefits (OPEB)

Each City operating department budget includes charges for equipment usage. The Internal Service Fund charges in departments translate to revenue in the Internal Services Funds. Department charges are established at a level to sufficiently accumulate funds over time for the replacement of the equipment and funding for IT costs.

The total Internal Service Funds budget for Fiscal Year 2024-25 is $5,566,860, and the projected budget for Fiscal Year 2025-26 is $5,604,608 (excludes depreciation expense and transfers). Planned Internal Service Fund purchases are related to building maintenance, replacement of network servers and computers, replacement of police patrol cars, and retiree health costs.

The following are the fund summaries for Internal Service Funds:

Internal Service Fund - Equipment

The fund is maintained to finance necessary equipment replacement such as copiers, network infrastructure, traffic system, etc. The costs of these equipment are allocated based on the estimated life of the equipment on a predetermined schedule that is reviewed and evaluated on an annual basis.

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Beginning Fund Balance	9,258,095	10,091,907	10,091,907	10,076,050	10,855,802
Revenues					
Use of Money & Property	$170,639	$75,000	$75,000	$170,000	$170,000
Internal Service Charges	$949,561	$801,865	$801,865	$879,652	$965,218
Total Revenues	**$1,120,200**	**$876,865**	**$876,865**	**$1,049,652**	**$1,135,218**
Expenditures by Category					
Contract Services	($6,500)	$0	$0	$0	$0
Capital Outlay - ISF	$492,860	$530,500	$807,297	$269,900	$159,790
Capital Outlay - Depreciation	($199,973)	$0	$0	$0	$0
Internal Service Fund Charge	$0	$0	$0	$0	$0
Transfers Out	$0	$0	$85,426	$0	$0
TOTAL COSTS	**$286,387**	**$530,500**	**$892,722**	**$269,900**	**$159,790**
Ending Fund Balance[1]	**10,091,907**	**10,438,272**	**10,076,050**	**10,855,802**	**11,831,230**

[1] FY 2023 Fund Balance includes $1,815,957 as Net Investment in Capital Assets

Internal Service Fund - Facilities

The fund is maintained to account for future replacement of major building/facilities components. Costs are allocated based on the estimated life of the components and charged directly to the user departments based on facility.

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Beginning Fund Balance	$45,902,276	$46,359,279	$46,359,279	$45,716,285	$41,215,871
Revenues					
Use of Money & Property	$221,531	$100,000	$100,000	$220,000	$220,000
Internal Service Charges	$414,278	$390,531	$390,531	$429,586	$472,545
Transfers In	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Total Revenues	**$2,635,809**	**$2,490,531**	**$2,490,531**	**$2,649,586**	**$2,692,545**
Expenditures by Category					
Contract Services					
Capital Outlay - ISF	$68,183	$0	$60,000	$0	$0
Capital Outlay - Depreciation	$2,110,510	$0	$0	$0	$0
Internal Service Fund Charge					
Transfers Out	$113	$170,000	$3,073,525	$7,150,000	$2,100,000
TOTAL COSTS	**$2,178,806**	**$170,000**	**$3,133,525**	**$7,150,000**	**$2,100,000**
Ending Fund Balance[1]	**$46,359,279**	**$48,679,810**	**$45,716,285**	**$41,215,871**	**$41,808,416**

[1] FY 2023 Fund Balance includes $33,579,114 as Net Investment in Capital Assets.

Internal Service Fund - IT

The fund is maintained to finance all Information Technology costs, including staffing.

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Beginning Fund Balance	$2,330,369	$2,676,884	$2,676,884	$2,196,789	$1,725,789
Revenues					
Use of Money & Property	$64,978	$0	$0	$0	$0
Internal Service Charges	$2,916,776	$3,729,206	$3,729,206	$3,583,060	$3,670,123
Total Revenues	**$2,981,754**	**$3,729,206**	**$3,729,206**	**$3,583,060**	**$3,670,123**
Expenditures by Category					
Salaries & Wages	$707,642	$1,117,120	$1,117,120	$968,065	$1,001,666
Benefits	$174,568	$357,002	$357,002	$270,134	$263,063
Capital Outlay - ISF	$25,590	$0	$8,042	$0	$0
Capital Outlay - Depreciation	$306,082	$0	$0	$0	$0
Contract Services	$49,620	$128,467	$131,042	$63,000	$70,500
Professional Consulting	$315,453	$221,590	$232,719	$243,300	$243,300
Internal Service Fund Charge	$47,535	$34,284	$34,284	$37,713	$41,484
Services & Supplies	$797,980	$1,641,468	$1,668,782	$1,868,708	$1,912,885
Interest Payments	$29,593	$0	$0	$0	$0
Transfers Out	$37,852	$0	$431,036	$471,000	$177,000
Utilities	$143,323	$229,275	$229,275	$132,140	$137,225
TOTAL COSTS	**$2,635,239**	**$3,729,206**	**$4,209,301**	**$4,054,060**	**$3,847,123**
Ending Fund Balance[1]	**$2,676,884**	**$2,676,884**	**$2,196,789**	**$1,725,789**	**$1,548,789**

[1] FY2023 Fund Balance includes $843,686 as Net Investment in Capital Assets.

Internal Service Fund - Retiree Health

The fund is maintained to finance future retiree health care benefit costs.

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Beginning Fund Balance	$48,381	$48,695	$48,695	$66,935	$66,935
Revenues					
Use of Money & Property	$314	$0	$0	$0	$0
Internal Service Charges	$0	$0	$0	$0	$0
Other Revenue	$916,598	$1,087,640	$1,087,640	$1,175,900	$1,234,695
Total Revenues	**$916,912**	**$1,087,640**	**$1,087,640**	**$1,175,900**	**$1,234,695**
Expenditures by Category					
Benefits	$916,598	$1,069,400	$1,069,400	$1,175,900	$1,234,695
Contract Services	$0	$0	$0	$0	$0
TOTAL COSTS	**$916,598**	**$1,069,400**	**$1,069,400**	**$1,175,900**	**$1,234,695**
Ending Fund Balance	**$48,695**	**$66,935**	**$66,935**	**$66,935**	**$66,935**

Internal Service Fund - Vehicles

All City's vehicles that are due for replacement, based on a predetermined schedule, are annually evaluated, and recommended for replacement or extended life. The annual replacement cost was calculated based on the annual vehicles' depreciation over their estimated useful life.

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Beginning Fund Balance	$6,176,965	$6,653,158	$6,653,158	$6,752,839	$6,966,702
Revenues					
Use of Money & Property	$54,344	$20,000	$20,000	$50,000	$50,000
Internal Service Charges	$746,088	$638,058	$638,058	$701,863	$772,050
Other Revenue	$146,339	$0	$0	$0	$0
Total Revenues	**$946,771**	**$658,058**	**$658,058**	**$751,863**	**$822,050**
Expenditures by Category					
Capital Outlay - ISF	$249,567	$207,000	$558,377	$538,000	$540,000
Capital Outlay - Depreciation	$221,010	$0	$0	$0	$0
TOTAL COSTS	**$470,578**	**$207,000**	**$558,377**	**$538,000**	**$540,000**
Ending Fund Balance[1]	**$6,653,158**	**$7,104,216**	**$6,752,839**	**$6,966,702**	**$7,248,752**

[1] FY2023 Fund balance includes $3,950,938 as Net Investment in Capital Assets

FIDUCIARY FUNDS

Dublin Crossing CFD 2015-I (5102)

In November 2013, the City Council adopted the Dublin Crossing Specific Plan (DCSP) relating to the private development of approximately 189 acres on a portion of the Parks Reserve Forces Training Area (Camp Parks) in the City of Dublin. The DCSP includes provisions for the demolition of existing buildings and other improvements on the site and construction of a residential mixed-use project with up to 1,995 single- and multifamily residential units; a 30-acre Community Park; and a 12-acre school site.

The City Council also approved a development agreement with the Developer which outlined their intention to propose the formation of a Community Facilities District (CFD) by the City pursuant to the Mello-Roos Community Facilities Act of 1982. A CFD is a defined geographic area in which the City is authorized to levy annual special taxes to either finance directly the costs of specified public improvements, or to pay debt service on bonds issued to finance the public improvements, as well as to pay costs of administering the CFD.

On June 2, 2015, the City Council adopted the Resolution of Formation (Reso 96-15), establishing Community Facilities District No. 2015-1 (Dublin Crossing). In August 2017, the City issued $32.7 million in bonds on behalf of the CFD. In July 2019, the City issued $37.7 million in bonds on behalf of the CFD. In August 2021, the City issued $26 million in bonds on behalf of the CFD. In September 2022, the City issued $21.72 million in bonds on behalf of the CFD. In December 2023, the City issued 18.65 million in bonds on behalf of the CFD.

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Beginning Fund Balance	($78,495,933)	($109,976,808)	($109,976,808)	($110,093,434)	($110,170,730)
Revenues					
Use of Money & Property	$509,814				
Other Revenue	$52,500				
Special Assessments	$6,459,732	$5,561,238	$5,561,238	$8,087,637	$8,249,692
Total Revenues	**$7,022,046**	**$5,561,238**	**$5,561,238**	**$8,087,637**	**$8,249,692**
Expenditures by Category					
Contract Services	$80,162	$336,200	$368,826	$427,400	$439,100
Reimbursement to Others	$32,614,276				
Interest Payments	$4,913,355	$5,225,038	$5,225,038	$7,653,533	$7,802,083
Professional Consulting	$8,942	$84,000	$84,000	$84,000	$84,000
Services & Supplies	$806,554				
Transfers Out	$79,632				
TOTAL COSTS	**$38,502,921**	**$5,645,238**	**$5,677,864**	**$8,164,933**	**$8,325,183**
Ending Fund Balance	**($109,976,808)**	**($110,060,808)**	**($110,093,434)**	**($110,170,730)**	**($110,246,221)**

Geologic Hazard Abatement Districts (GHAD)

A Geologic Hazard Abatement District (District or GHAD) is a state-level entity which is established separate from the City of Dublin and applies to a specific defined area within the City. The District is formed under provisions in the California Public Resources Code which establishes in Section 26500 that a District is a political subdivision of the State and is not an agency or instrumentality of a local agency.

The City's role is limited to providing support to the District, coordinating activities undertaken for the District, administering the District funds, and coordinating the payment of expenses associated with the District. GHAD funding is collected as a supplemental assessment on property tax bills. The District can perform maintenance on defined areas and can also accumulate reserves to address major or extraordinary work such as a landslide repair.

The Public Resources Code defines a "geologic hazard" as an actual or threatened landslide, land subsidence, soil erosion, earthquake, fault movement, or any other natural or unnatural movement of land or earth. A District may be formed for the following purposes: (a) Prevention, mitigation, abatement, or control of a geologic hazard; or (b) Mitigation or abatement of structural hazards that are partly or wholly caused by geologic hazards (Public Resources Code 26525).

The City of Dublin has established three separate Districts: Fallon Village Geologic Hazard Abatement District, Schaefer Ranch Geologic Hazard Abatement District, and Fallon Crossing Geologic Hazard Abatement District. These Districts are managed by a Board of Directors, which is composed of members of the City Council. Assessments are levied in accordance with an Engineer's Report prepared for each District and adopted at a public meeting.

Information in this section is presented for informational purposes since these activities are not a direct obligation of the City of Dublin.

Fallon Village Geologic Hazard Abatement District

The Fallon Village Geologic Hazard Abatement District (GHAD) was established in accordance with a condition of approval for the Fallon Village (Positano) development project. On December 4, 2007, the City Council adopted Resolution No. 216-07 which created the Fallon Village GHAD. The GHAD was formed to provide a mechanism for the prevention, mitigation, abatement, and control of identified or potential geologic hazards within the GHAD's boundary. The boundary of the Positano development encompasses approximately 175 acres of land, located generally east of Fallon Road.

On May 3, 2011, the City Council adopted Resolution No. 52-11 approving the annexation of the Jordan Ranch development into the Fallon Village GHAD. The boundary of the GHAD with both Positano and Jordan Ranch developments encompasses a total of approximately 674 acres of land, located generally east of Fallon Road.

On February 21, 2023, the City Council adopted Resolution No. 23-23 approving the annexation of the East Ranch development into the Fallon Village GHAD. Upon completion of the development and transfer to the GHAD, the East Ranch development will add approximately 166 acres of land to the GHAD.

For Fiscal Year 2023-24, a total of 1,951 parcels were subject to the levy of an assessment which represents all the residential units within the Positano and Jordan Ranch developments. No additional residential parcels are estimated to be subject to the levy of an assessment in Fiscal Year 2024-25 or Fiscal Year 2025-26.

Fallon Village GHAD (5301)

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Beginning Fund Balance	**$8,049,194**	**$9,202,472**	**$9,202,472**	**$9,954,755**	**$9,952,856**
Revenues					
Special Assessments	$1,217,625	$1,216,307	$1,216,307	$488,614	$503,272
Use of Money & Property	$174,496	$75,000	$75,000	$150,000	$125,000
Total Revenues	**$1,392,121**	**$1,291,307**	**$1,291,307**	**$638,614**	**$628,272**
Expenditures by Category					
Salaries & Wages	$12,529	$22,308	$22,308	$23,453	$24,262
Benefits	$5,937	$8,451	$8,451	$10,060	$10,781
Contract Services	$89,625	$323,465	$323,465	$415,000	$425,000
Professional Consulting	$130,752	$184,800	$184,800	$192,000	$192,000
TOTAL COSTS	**$238,843**	**$539,024**	**$539,024**	**$640,513**	**$652,042**
Ending Fund Balance	**$9,202,472**	**$9,954,755**	**$9,954,755**	**$9,952,856**	**$9,929,085**

Schaefer Ranch Geologic Hazard Abatement District

The Schaefer Ranch Geologic Hazard Abatement District (GHAD) was established in accordance with a condition of approval for the Schaefer Ranch development project. On December 5, 2006, the GHAD was formed to provide a mechanism for the prevention, mitigation, abatement, and control of identified or potential geologic hazards within the GHAD's boundary. The boundary of the GHAD encompasses approximately 500 acres of land located at the westerly boundary of the City limits.

For Fiscal Year 2023-24, a total of 399 parcels were subject to the levy of an assessment. It is estimated that in Fiscal Year 2024-25, there will be an additional 20 parcels that will be subject to the special assessment, which represents all the planned residential units within the Schaefer Ranch development.

Schaefer Ranch GHAD (5302)

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Beginning Fund Balance	**$5,839,243**	**$6,222,598**	**$6,222,598**	**$6,242,723**	**$6,445,956**
Revenues					
Special Assessments	$480,773	$535,083	$535,083	$655,746	$675,419
Use of Money & Property	$122,483	$60,000	$60,000	$115,000	$115,000
Total Revenues	**$603,256**	**$595,083**	**$595,083**	**$770,746**	**$790,419**
Expenditures by Category					
Salaries & Wages	$12,530	$22,308	$22,308	$23,453	$24,262
Benefits	$5,937	$8,451	$8,451	$10,060	$10,781
Contract Services	$97,460	$372,171	$372,171	$370,000	$380,000
Professional Consulting	$103,974	$172,028	$172,028	$164,000	$164,000
TOTAL COSTS	**$219,901**	**$574,958**	**$574,958**	**$567,513**	**$579,043**
Ending Fund Balance	**$6,222,598**	**$6,242,723**	**$6,242,723**	**$6,445,956**	**$6,657,332**

Fallon Crossing (North Tassajara) Geologic Hazard Abatement District

The Fallon Crossing Geologic Hazard Abatement District was established in accordance with a condition of approval for the Fallon Crossing (The Chateau) development project. On August 16, 2011, the City Council adopted Resolution No. 147-11 which created the Fallon Crossing Geologic Hazard Abatement District. The GHAD was formed to provide a mechanism for the prevention, mitigation, abatement, and control of identified or potential geologic hazards within the GHAD's boundary. The boundary of The Chateau development encompasses approximately 68 acres of land located on the northeast side of Tassajara Road.

On June 6, 2017, the City Council adopted Resolution No. 66-17 approving the annexation of the Tassajara Hills development into the Fallon Crossing GHAD. The boundary of the Tassajara Hills development encompasses a total of approximately 293 acres of land in the northeast corner of the City. The GHAD has not accepted transfer and maintenance responsibilities within the Tassajara Hills development yet, therefore the development does not receive any GHAD services at this time.

For Fiscal Year 2023-24, a total of 477 parcels were subject to the levy of an assessment which represents all of the planned residential units within both The Chateau and Tassajara Hills developments. No additional residential parcels are estimated to be subject to the levy of an assessment in Fiscal Year 2024-25 or Fiscal Year 2025-26.

Fallon Crossing GHAD (5321)

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Beginning Fund Balance	**$2,397,708**	**$3,109,100**	**$3,109,100**	**$3,500,513**	**$3,873,802**
Revenues					
Special Assessments	$709,165	$714,177	$714,177	$756,802	$779,506
Use of Money & Property	$54,749	$15,000	$15,000	$50,000	$50,000
Total Revenues	**$763,914**	**$729,177**	**$729,177**	**$806,802**	**$829,506**
Expenditures by Category					
Salaries & Wages	$6,265	$11,154	$11,154	$23,453	$24,262
Benefits	$2,966	$4,220	$4,220	$10,060	$10,781
Contract Services	$11,874	$195,700	$195,700	$260,000	$270,000
Professional Consulting	$31,417	$126,690	$126,690	$140,000	$140,000
TOTAL COSTS	**$52,522**	**$337,764**	**$337,764**	**$433,513**	**$445,043**
Ending Fund Balance	**$3,109,100**	**$3,500,513**	**$3,500,513**	**$3,873,802**	**$4,258,265**

California Employers' Retiree Benefit Trust (CERBT)

The State of California Public Employees Retirement System (CALPERS) developed the CERBT to allow public agencies to invest money in a trust mechanism to fund other post-employment benefits (OPEB), otherwise known as retiree health care.

The City of Dublin Retiree Health Plan is a single-employer defined benefit health care plan administered by CalPERS. The plan provides medical insurance benefits to eligible retiree and their eligible dependents in accordance with the State Public Employee Retirement Law.

During the Fiscal Year 2006-07, the City made arrangements with CALPERS for the initial establishment of the trust and transferred $5.5 million into the trust. The City has established a policy to make annual contribution for the purpose of funding the Annual Required Contribution (ARC) when there are no budget constraints. The ARC amount is determined by an Actuarial Study which is required to be updated biennially. The City's OPEB is currently super-funded, there is no ARC budget included in the next two fiscal years. **It is important to note that the CERBT funds are not controlled by the City, as they are assets held by and distributed by CalPERS. This page is included in the budget document for informational purposes only.**

CERBT Summary (5171)

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Beginning Fund Balance	$22,956,683	$22,868,762	$22,868,762	$21,749,362	$20,523,462
Revenues					
Use of Maoney & Property	$848,779				
Other Revenue					
Total Revenues	**$848,779**				
Expenditures by Category					
Benefits	$916,598	$1,069,400	$1,069,400	$1,175,900	$1,234,695
Contract Services	$20,102	$50,000	$50,000	$50,000	$50,000
TOTAL COSTS	**$936,700**	**$1,119,400**	**$1,119,400**	**$1,225,900**	**$1,284,695**
Ending Fund Balance	**$22,868,762**	**$21,749,362**	**$21,749,362**	**$20,523,462**	**$19,238,767**

ADDENDUM

Introduction

The City of Dublin adopts a Biennial Budget which incorporates the estimated Revenue and Expenditures for the City each of the two Fiscal Years. The Fiscal Year begins July 1st and ends on June 30th.

The schedules included in the Addendum are intended to provide additional summary and comparison information related to both Revenues and Expenditures. The Addendum also includes a glossary of terms, and detailed demographic information about the City of Dublin. Upon adoption by the City Council, a copy of the resolution will be placed in the Addendum as well. Questions about the presentation of the information can be directed to the Finance Department at (925) 833-6640.

The following are the sections included in the Addendum:

#1 – Historical Comparison of Revenues by Source

#2 – Human Services Grants Program

#3 – Position Allocation Plan

#4 – Fiscal Year 2024-25 Appropriations Limit (Gann Limit)

#5 – Fund Balance Reserves Policy

#6 – Glossary/Index

#7 – Demographics

#8 – Legal Debt Limit

#9 – City Debt Schedule

#10 – Budget Resolution

General Fund (1000s) Revenues Comparison

Category	FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
General Fund (1000s)					
Property Taxes					
Current Secured	$45,436,666	$46,980,000	$46,980,000	$49,903,335	$52,235,550
Current Unsecured	$2,260,937	$2,466,000	$2,466,000	$2,772,306	$2,890,000
Motor Vehicle In Lieu	$8,642,464	$9,100,000	$9,100,000	$9,500,000	$9,973,000
Supplemental	$2,098,007	$1,000,000	$1,000,000	$800,000	$800,000
Prior Secured	$459,064	$350,000	$350,000	$250,000	$250,000
Prior Unsecured	($21,570)				
Property Tax Penalties	$180,571				
Sub-total	**$59,056,139**	**$59,896,000**	**$59,896,000**	**$63,225,641**	**$66,148,550**
Sales Taxes					
Sales and Use Tax	$28,902,065	$27,000,000	$29,995,900	$30,536,365	$31,403,805
Sales Tax Reimbursements	($321,750)	($375,000)	($375,000)	($375,000)	($375,000)
Sub-total	**$28,580,315**	**$26,625,000**	**$29,620,900**	**$30,161,365**	**$31,028,805**
Other Taxes					
Property Transfer Tax	$742,856	$800,000	$800,000	$600,000	$600,000
Transient Occupancy Tax (Hotel)	$1,533,093	$1,500,000	$1,500,000	$1,550,000	$1,600,000
Sub-total	**$2,275,949**	**$2,300,000**	**$2,300,000**	**$2,150,000**	**$2,200,000**
Franchise Taxes					
Electric	$701,239	$550,000	$550,000	$650,000	$650,000
Gas	$246,404	$150,000	$150,000	$200,000	$200,000
Garbage	$4,921,232	$4,630,500	$4,630,500	$5,145,000	$5,402,250
Cable	$584,861	$650,000	$650,000	$550,000	$550,000
Sub-total	**$6,453,735**	**$5,980,500**	**$5,980,500**	**$6,545,000**	**$6,802,250**
Licenses & Permits					
Business Licenses	$186,600	$150,000	$150,000	$175,000	$180,000
Pole License Fee	$2,478	$11,000	$11,000	$22,000	$22,000
Taxi - Company	$508	$500	$500	$500	$500
Taxi - Driver	$508	$500	$500	$500	$500
Tobacco Retailing License	$8,808	$10,000	$10,000	$10,000	$10,000
Massage - Establishment	$2,744	$3,000	$3,000	$3,000	$3,000
Peddler	$1,108	$1,000	$1,000	$1,000	$1,000
Animal License	$6,230	$6,000	$6,000	$6,000	$6,000
Fire Permits - Self Inspected	$26,436	$27,000	$27,000		
Fire Permits - Annual	$7,817	$10,000	$10,000	$15,000	$15,000
Planning Permits	$33,493	$29,255	$29,255	$41,558	$41,558
Building Referral Plan Check	$32,339	$28,775	$28,775	$35,000	$35,000
Building Permits	$4,688,760	$3,133,413	$3,133,413	$4,065,776	$5,032,598
Construction and Demo Permits	$20,520	$8,979	$8,979	$13,108	$16,362
Encroachment / Transportation	$260,633	$242,150	$242,150	$247,860	$260,100
Grading	$72,479	$62,840	$62,840	$72,000	$75,600
Miscellaneous Permits	$7,382	$4,577	$4,577	$6,300	$6,300
Sub-total	**$5,358,842**	**$3,728,989**	**$3,728,989**	**$4,714,602**	**$5,705,518**
Fines & Penalties					
Other Court Fines	$40,721	$20,000	$20,000	$20,000	$20,000
Parking Citations	$32,997	$30,000	$30,000	$30,000	$30,000

Category	FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Administration Citation	$6,300			$2,400	$2,400
Business License Penalties				$15,000	$15,000
Penalties	$100				
Sub-total	**$80,117**	**$50,000**	**$50,000**	**$67,400**	**$67,400**
Use Of Money & Property					
Interest	$4,980,461	$2,510,000	$5,500,000	$5,510,000	$5,496,800
Interest - Lease	$129,921				
Interest Designated	$12,746				
Interest Restricted	$62,492				
Investment Fair Market Value Adjustment	($3,053,407)				
Leased Property	$551,009	$532,026	$532,026	$553,648	$563,807
Sub-total	**$2,683,224**	**$3,042,026**	**$6,032,026**	**$6,063,648**	**$6,060,607**
Intergovernmental					
Other Agency Grants	$46,436				
Vehicle License Fee	$76,068	$45,000	$45,000	$70,000	$70,000
Mandated Costs Reimbursement		$10,000	$125,000	$10,000	$10,000
Property Tax Relief (HOPTR)	$229,661	$235,000	$235,000	$220,000	$220,000
Sub-total	**$352,165**	**$290,000**	**$405,000**	**$300,000**	**$300,000**
Charges For Services					
General & Administrative					
Sale of Documents	$27				
Building Use Insurance	$51,650	$35,000	$35,000	$35,000	$35,000
General & Administrative	**$51,677**	**$35,000**	**$35,000**	**$35,000**	**$35,000**
Police Services					
Police Reports	$3,740	$3,000	$3,000	$3,000	$3,000
Background Letter	$3,922	$1,100	$1,100	$1,100	$1,100
ABC Letter	$180				
Livescan	$3,250	$500	$1,000	$1,200	$1,200
Fingerprints	$698	$500			
Vehicle Release	$16,400	$12,000	$12,000	$12,000	$12,000
Fix It Tickets	$330	$350	$350	$350	$350
Repo Releases	$435	$600	$600	$600	$600
DUI Response Costs Recovery	$1,300	$2,100	$2,100	$2,100	$2,100
Miscellaneous Police Services	$2,688	$600	$600	$13,400	$13,400
Police Services	**$32,943**	**$20,750**	**$20,750**	**$33,750**	**$33,750**
Fire Services					
Fire Alarm	$35,462	$25,000	$25,000	$10,000	$10,000
Sprinkler / Underground	$196,764	$110,000	$110,000	$90,000	$72,000
Fixed System	$4,802	$1,000	$1,000	$1,500	$1,500
Fire Plan Check	$90,817	$58,000	$58,000	$83,910	$87,380
Miscellaneous Fire Services	$10,687	$3,000	$3,000	$4,000	$4,000
Santa Rita Services	$1,767,288	$1,300,000	$1,300,000	$500,000	$500,000
Fire Services	**$2,105,820**	**$1,497,000**	**$1,497,000**	**$689,410**	**$674,880**
Environmental Services					
EV Charging Stations	$13,958	$17,000	$17,000	$27,000	$27,000
Stormwater Facility Inspection	$43,534	$16,000	$16,000	$16,320	$16,320
Waste Mgt Admin Fee	$1,885,188	$1,680,000	$1,680,000	$1,980,107	$2,079,112
Local Share Permit Surcharge-Green Building	$985	$678	$678	$1,005	$1,117
Environmental Services	**$1,943,664**	**$1,713,678**	**$1,713,678**	**$2,024,432**	**$2,123,549**
Parks & Community Services					
Cultural & Special Events	$502,406	$455,785	$455,785	$336,102	$336,184

Category	FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Dublin Arts Center				$701,622	$813,466
Heritage & Cultural Art	$279,820	$149,164	$149,164	$221,063	$209,083
Parks & Community Services Admin	$209,263	$198,500	$198,500	$198,500	$198,500
Senior Center	$152,661	$168,120	$168,120	$179,600	$179,600
Shannon Center	$1,515,636	$1,300,047	$1,300,047	$1,430,366	$1,429,166
Stager & Other Facilities	$1,854,672	$1,589,063	$1,589,063	$1,558,308	$1,576,108
The Wave	$2,029,599	$1,596,891	$1,596,891	$1,941,295	$1,956,612
Parks & Community Services	**$6,544,057**	**$5,457,569**	**$5,457,569**	**$6,566,856**	**$6,698,719**
Development Services					
Zoning	$1,314,024	$911,036	$582,794	$521,927	$521,927
Plan Checking	$1,843,435	$2,735,164	$2,735,164	$2,776,060	$2,780,660
Local Share Permit Surcharge-Zone 7	$4,501	$1,343	$1,343	$8,925	$9,920
Local Share Permit Surcharge-SMIP	$1,800	$1,254	$1,254	$1,718	$2,309
Business License City Admin CASp fee	$16,508	$14,500	$14,500	$15,192	$15,192
PFD Development Services	$371,993	$3,960	$125,909	$4,039	$4,039
Development Services	**$3,552,261**	**$3,667,257**	**$3,460,964**	**$3,327,861**	**$3,334,047**
Sub-total	**$14,230,421**	**$12,391,254**	**$12,184,961**	**$12,677,309**	**$12,899,945**
General Revenue					
Sale of Property	$121,630				
Contribution/Donations/Sponsorships	$6,000				
Miscellaneous Revenue	$327,472	$227,198	$247,198	$262,046	$266,180
Reimbursement, General	$1,995,388	$1,335,894	$1,335,894	$2,074,792	$2,213,126
Reimbursement, Damage	$212,315	$25,000	$25,000	$25,500	$25,500
Community Benefit Payments					
Developer Contribution - Project					
Sub-total	**$2,662,805**	**$1,588,092**	**$1,608,092**	**$2,362,338**	**$2,504,806**
Total – General Fund [1]	**$121,733,713**	**$115,891,861**	**$121,806,468**	**$128,267,303**	**$133,717,880**

[1] Excludes Transfers In

Non-General Funds Revenues Comparison

Category	FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Non-General Funds					
State Seizure/Special Activity Fund (2101)					
General Revenue	$80,174		$51,149		
Interest	$2,942	$420	$420	$3,000	$3,000
Sub-total	**$83,115**	**$420**	**$51,569**	**$3,000**	**$3,000**
Vehicle Abatement (2102)					
Interest	$7,076	$3,150	$3,150	$7,000	$7,000
Intergovernmental - County	$96,432	$34,000	$34,000	$34,000	$34,000
Sub-total	**$103,508**	**$37,150**	**$37,150**	**$41,000**	**$41,000**
SLES/COPS Fund - CA (2103)					
Interest	$6,554	$4,200	$4,200	$6,500	$6,500
intergovernmental - State	$177,914	$100,000	$100,000		
Sub-total	**$184,469**	**$104,200**	**$104,200**	**$6,500**	**$6,500**
Local Law Enforcement Block Grant (2104)					
Intergovernmental - Federal					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
Traffic Safety (2106)					
Interest	$64	$200	$200	$50	$50
Fines & Penalties	$127,320	$100,000	$100,000	$100,000	$100,000
Sub-total	**$127,384**	**$100,200**	**$100,200**	**$100,050**	**$100,050**
Federal Asset Seizure Fund (2107)					
General Revenue					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
EMS Special Revenue (2109)					
Special Assessments - Current	$210,332	$218,000	$218,000	$218,000	$218,000
Special Assessments - Prior Year & Penalties	$450				
Interest	$5,414	$4,200	$4,200	$5,000	$5,000
Sub-total	**$216,196**	**$222,200**	**$222,200**	**$223,000**	**$223,000**
Enforcement Grants (2111)					
Interest					
Intergovernmental - Federal		$50,000	$50,000	$50,000	$50,000
Intergovernmental - State	$266,992	$281,681	$281,681	$281,681	$281,681
Sub-total	**$266,992**	**$331,681**	**$331,681**	**$331,681**	**$331,681**
State Gas Tax (2201)					
Interest	$79,643	$33,000	$33,000	$80,000	$80,000

Category	FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Intergovernmental - State	$1,850,782	$2,087,096	$2,087,096	$2,015,285	$2,015,285
Sub-total	**$1,930,425**	**$2,120,096**	**$2,120,096**	**$2,095,285**	**$2,095,285**
Federal Transportation Grant (2202)					
Intergovernmental - Federal	$621,000		$40,000		
Sub-total	**$621,000**	**$0**	**$40,000**	**$0**	**$0**
Transportation Development Act (2203)					
Interest	$358				
Intergovernmental - State			$17,317		
Sub-total	**$358**	**$0**	**$17,317**	**$0**	**$0**
Measure B-Local Streets (2204)					
Interest	$10,266	$0	$0	$10,000	$10,000
Sub-total	**$10,266**	**$0**	**$0**	**$10,000**	**$10,000**
Measure B-Bike & Ped (2205)					
Interest	$3,958			$4,000	$4,000
General Revenue	$1,384				
Sub-total	**$5,342**	**$0**	**$0**	**$4,000**	**$4,000**
State Transportation Improvement (2206)					
Intergovernmental - State	$42,349				
Sub-total	**$42,349**	**$0**	**$0**	**$0**	**$0**
Transportation for Clean Air (2207)					
Intergovernmental - County	$670,960		$82,879		
Sub-total	**$670,960**	**$0**	**$82,879**	**$0**	**$0**
Vehicle Registration Fee (2212)					
Interest	$5,558	$2,500	$2,500	$5,000	$5,000
Intergovernmental - County	$337,637	$267,867	$993,867	$273,224	$273,224
Sub-total	**$343,195**	**$270,367**	**$996,367**	**$278,224**	**$278,224**
Measure BB-Local Streets (2214)					
Interest	$19,983	$4,000	$4,000	$17,000	$17,000
Sales Tax	$1,458,611	$1,314,556	$1,314,556	$1,340,847	$1,340,847
Sub-total	**$1,478,594**	**$1,318,556**	**$1,318,556**	**$1,357,847**	**$1,357,847**
Measure BB-Bike & Ped (2215)					
Interest	$10,030	$1,000	$1,000	$10,000	$10,000
Sales Tax	$502,810	$453,152	$453,152	$462,215	$462,215
Sub-total	**$512,840**	**$454,152**	**$454,152**	**$472,215**	**$472,215**

Category	FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Measure B Grants (2216)					
Interest	$3,867				
Intergovernmental - County					
Sub-total	**$3,867**	**$0**	**$0**	**$0**	**$0**
Measure BB Grants (2217)					
Interest	$40				
Intergovernmental - County	$2,600,959		$2,548,489		
Sub-total	**$2,600,999**	**$0**	**$2,548,489**	**$0**	**$0**
Measure RR Safe Routes to BART (2218)					
Intergovernmental - Other Agencies	$967,149	$0	$411,609	$0	$0
Sub-total	**$967,149**	**$0**	**$411,609**	**$0**	**$0**
Road Maintenance & Rehab Account (RMRA) (2220)					
Interest	$58,141	$16,500	$16,500	$45,000	$45,000
intergovernmental - State	$1,656,205	$1,834,514	$1,834,514	$1,899,234	$1,899,234
Sub-total	**$1,714,346**	**$1,851,014**	**$1,851,014**	**$1,944,234**	**$1,944,234**
Measure D (2302)					
Interest	$12,782	$11,000	$11,000	$7,500	$5,000
Intergovernmental - County	$214,040	$228,000	$228,000	$215,000	$215,000
General Revenue	$0	$0	$32,080	$0	$0
Sub-total	**$226,822**	**$239,000**	**$271,080**	**$222,500**	**$220,000**
Garbage Service Fund (2303)					
Interest	$19,427	$8,250	$8,250		
Environmental Services	$8,256,490	$7,820,000	$8,854,395	$8,810,000	$8,810,000
Sub-total	**$8,275,917**	**$7,828,250**	**$8,862,645**	**$8,810,000**	**$8,810,000**
Local Recycling Programs (2304)					
Interest	$3,791	$1,100	$1,100	$3,000	$3,000
Intergovernmental - State	$29,805	$121,102	$121,102	$317,400	$123,524
Intergovernmental - County	$0	$25,000	$25,000	$25,500	$25,500
Sub-total	**$33,596**	**$147,202**	**$147,202**	**$345,900**	**$152,024**
Storm Water Management (2321, 2323, 2324)					
Interest	$4,820	$2,200	$2,200	$3,750	$3,750
Sub-total	**$4,820**	**$2,200**	**$2,200**	**$3,750**	**$3,750**
Box Culvert (2322)					
Interest	$8,196	$5,500	$5,500	$8,000	$8,000
Sub-total	**$8,196**	**$5,500**	**$5,500**	**$8,000**	**$8,000**
State Grant - Park (2403)					

Category	FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Intergovernmental - State		$271,600	$271,600		
Sub-total	**$0**	**$271,600**	**$271,600**	**$0**	**$0**

Small Business Assistance (2601)					
Interest	$4,377				
General Revenue	$100,000	$100,000	$100,000	$100,000	$100,000
Sub-total	**$104,377**	**$100,000**	**$100,000**	**$100,000**	**$100,000**

Street Light Districts (2701, 2705)					
Special Assessments - Current	$616,353	$652,959	$652,959	$684,816	$692,218
Special Assessments - Prior Year & Penalties	$6,739				
Interest	$20,506	$19,250	$19,250	$20,000	$20,000
Sub-total	**$643,598**	**$672,209**	**$672,209**	**$704,816**	**$712,218**

Landscape Districts (2702, 2703, 2704)					
Special Assessments - Current	$671,041	$705,829	$705,829	$712,640	$726,894
Special Assessments - Prior Year & Penalties	$3,006				
Interest	$46,046	$19,250	$19,250	$43,000	$43,000
Sub-total	**$720,092**	**$725,079**	**$725,079**	**$755,640**	**$769,894**

Dublin Crossing CFD (2710)					
Special Assessments - Current	$98,263	$115,000	$115,000	$117,300	$117,300
Special Assessments - Prior Year & Penalties	$844				
Interest	$7,514	$2,200	$2,200	$7,500	$7,500
Sub-total	**$106,622**	**$117,200**	**$117,200**	**$124,800**	**$124,800**

Public Art Fund (2801)					
Interest	$76,815	$45,000	$45,000	$70,000	$70,000
Developer Contribution	$7,455				
Sub-total	**$84,270**	**$45,000**	**$45,000**	**$70,000**	**$70,000**

Cable TV Facilities (2811)					
Interest	$9,488	$2,000	$2,000	$5,000	$5,000
Cable TV Support	$117,271	$125,000	$125,000	$125,000	$125,000
Sub-total	**$126,759**	**$127,000**	**$127,000**	**$130,000**	**$130,000**

Affordable Housing Fund (2901)					
Interest	$315,866	$125,000	$125,000	$250,000	$250,000
Loan Repayments	$371,220				
Housing Services	$55,298	$80,855	$80,855	$72,664	$72,664
Sub-total	**$742,384**	**$205,855**	**$205,855**	**$322,664**	**$322,664**

Noise Mitigation Fund (2902)					
Interest	$511	$100	$100	$500	$500
Developer Contribution	$1,311	$335	$335	$335	$335
Sub-total	**$1,822**	**$435**	**$435**	**$835**	**$835**

Category	FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Community Development Block Grant (2903)					
Interest					
Intergovernmental - Federal	$307,484	$105,600	$334,525	$105,600	$105,600
Sub-total	**$307,484**	**$105,600**	**$334,525**	**$105,600**	**$105,600**
COVID-19 Grants (2905)					
Interest					
Intergovernmental - State					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
Federal COVID-19 Financial Assistance (2906)					
Interest					
Intergovernmental - Federal					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
American Rescue Plan Act (ARPA) (2907)					
Interest	$92,605				
Intergovernmental - Federal	$1,444,951	$1,579,419	$1,579,419	$937,302	$874,540
Sub-total	**$1,537,555**	**$1,579,419**	**$1,579,419**	**$937,302**	**$874,540**
Building Homes and Jobs Act (2911)					
Interest					
Intergovernmental - State					
Sub-total	**$0**	**$0**	**$0**	**$0**	**$0**
State Housing Grant (2912)					
Intergovernmental - State	$300,000				
Sub-total	**$300,000**	**$0**	**$0**	**$0**	**$0**
Federal Grants - General (2920)					
Intergovernmental - Federal	$389,481		$60,520	$127,230	
Sub-total	**$389,481**	**$0**	**$60,520**	**$127,230**	**$0**
State Grants - General (2921)					
Intergovernmental - State			$1,380,000		
Sub-total	**$0**	**$0**	**$1,380,000**	**$0**	**$0**
Public Facilities Fee (4100s)					
Interest	$721,702	$342,550	$342,550	$637,550	$637,550
Developer Contribution	$1,212,005	$486,893	$486,893	$486,893	$486,893
Sub-total	**$1,933,707**	**$829,443**	**$829,443**	**$1,124,443**	**$1,124,443**

Category	FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Traffic Impact Fee (4300s)					
Interest	$580,265	$298,000	$298,000	$161,000	$105,250
General Revenue	$600,000				
Developer Contribution	$1,559,605	$300,816	$300,816	$300,816	$300,816
Sub-total	**$2,739,870**	**$598,816**	**$598,816**	**$461,816**	**$406,066**
Fire Impact Fee (4201)					
Interest	$1,609	$2,000	$2,000	$1,000	$1,000
Developer Contribution	$75,293	$26,712	$26,712	$26,712	$26,712
Sub-total	**$76,902**	**$28,712**	**$28,712**	**$27,712**	**$27,712**
Dublin Crossing Fund (4401)					
Interest	$251,615	$80,000	$80,000	$200,000	$200,000
Sub-total	**$251,615**	**$80,000**	**$80,000**	**$200,000**	**$200,000**
Vehicles Replacement (6105)					
Interest	$54,344	$20,000	$20,000	$50,000	$50,000
Internal Service Charges	$746,088	$638,058	$638,058	$701,863	$772,050
General Revenue	$146,339				
Sub-total	**$946,771**	**$658,058**	**$658,058**	**$751,863**	**$822,050**
Facilities Replacement (6205)					
Interest	$221,531	$100,000	$100,000	$220,000	$220,000
Internal Service Charges	$414,278	$390,531	$390,531	$429,586	$472,545
Sub-total	**$635,809**	**$490,531**	**$490,531**	**$649,586**	**$692,545**
Equipment Replacement (6305)					
Interest	$170,639	$75,000	$75,000	$170,000	$170,000
Internal Service Charges	$949,561	$801,865	$801,865	$879,652	$965,218
Sub-total	**$1,120,200**	**$876,865**	**$876,865**	**$1,049,652**	**$1,135,218**
IT Fund (6605)					
Interest	$64,978				
Internal Service Charges	$2,916,776	$3,729,206	$3,729,206	$3,583,060	$3,670,123
Sub-total	**$2,981,754**	**$3,729,206**	**$3,729,206**	**$3,583,060**	**$3,670,123**
Retiree Health (6901)					
Interest	$314				
Reimbursement	$916,598	$1,087,640	$1,087,640	$1,175,900	$1,234,695
Sub-total	**$916,912**	**$1,087,640**	**$1,087,640**	**$1,175,900**	**$1,234,695**
Energy Improvement Lease - Bond (7102)					
Interest	$133,015				
Other Financing Source	$25,800				
Sub-total	**$158,815**	**$0**	**$0**	**$0**	**$0**

Category	FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast
Grand Total [1]	**$37,259,502**	**$27,360,856**	**$33,974,219**	**$28,660,106**	**$28,584,214**

[1] Excludes Transfers In and Fiduciary Funds

Human Services Grants Program

Human Services Grants include $99,000 from the General Fund, $60,000 from the Community Development Block Grant (CDBG), $163,000 from American Rescue Plan Act (ARPA) and $8,000 from the Affordable Housing Fund. This years grants were recommended by the Human Services Commission on March 28, 2024 and approved by the City Council on May 7, 2024.

Organization	Amount	Source
Axis Community Health – Enrollment Specialist	$7,000	General Fund
Axis Community Health - Loan Obligation	$15,000	CDBG
Centro Legal de la Raza – Fair and Secure Housing Project	$18,000	ARPA
Chabot-Las Positas Community College District – Pathways to Employment	$16,000	ARPA
Chabot-Las Positas Community College District – VITA Services	$16,000	ARPA
CityServe of the Tri-Valley – Homelessness Prevention/Family Stabilization	$23,000	ARPA
CityServe of the Tri-Valley - Senior 60+ Stabilization Program	$17,000	General Fund
Community Resources for Independent Living – Housing and Independent Living Skills	$9,000	ARPA
Easter Seals Bay Area – Kaleidoscope Community Adult Program	$14,000	General Fund
Goodness Village – Tiny Home Community*	$12,500	General Fund
Hively – Family Resource Center	$24,000	ARPA
Hope Hospice – Grief Support Center and Hospice Volunteer Program	$17,000	General Fund
Legal Assistance for Seniors – Legal Services, Medicare Counseling and Education	$10,000	General Fund
Lions Center for the Visually Impaired - Senior Vision Health	$4,500	General Fund
Love Never Fails - Street Outreach and Referrals	$7,500	ARPA
Narika - Domestic Violence Intervention	$5,000	General Fund
One Nation Dream Makers	$3,500	ARPA
Open Heart Kitchen – Dublin Senior Meal Program	$23,000	ARPA
Partners for Change Tri-Valley - Alleviating Pverty and Homelessness	$5,000	General Fund
Spectrum Community Services - Meals on Wheels: More than a Meal	$22,500	CDBG
Sunflower Hill - Program Support for Adults with Developmental Disabilities	$15,000	General Fund
Tri-Valley Haven - Domestic Violence Services Program	$23,000	ARPA
Tr-Valley Haven – Homeless Services Program	$22,500	CDBG
Grand Total	**$330,000**	

*$8,000 funded by the Affordable Housing Fund

Position Allocation Plan

City Positions

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast	Budget vs. Amendment
City Manager's Office						
City Manager	1.00	1.00	1.00	1.00	1.00	
Assistant City Manager	1.00	1.00	1.00	1.00	1.00	
Administrative Technician	3.00	3.00	3.00	3.00	3.00	
Assistant to the City Manager	1.00	1.00	1.00	1.00	1.00	
Audio-Visual Specialist	1.00	1.00	1.00	1.00	1.00	
Chief Information Security Officer	1.00	1.00	1.00	1.00	1.00	
City Clerk	1.00	1.00	1.00	1.00	1.00	
Communications Manager	1.00	1.00	1.00	1.00	1.00	
Deputy City Manager			1.00	1.00	1.00	
Economic Development Director	1.00	1.00				
Economic Development Manager				1.00	1.00	1.00
Executive Aide	1.00	1.00	1.00	1.00	1.00	
Human Resources Director	1.00	1.00	1.00	1.00	1.00	
Human Resources Manager	1.00	1.00	1.00	1.00	1.00	
Information Systems Manager	1.00	1.00	1.00	1.00	1.00	
Information Systems Specialist	1.00	1.00	1.00	1.00	1.00	
Information Systems Technician I/II	1.00	1.00	1.00	1.00	1.00	
Management Analyst II	3.00	3.00	3.00	3.00	3.00	
Management Fellow (Limited Term)			1.00	1.00	1.00	
Network Systems Coordinator	1.00	1.00	1.00	1.00	1.00	
Office Assistant II	2.00	2.00	2.00	2.00	2.00	
Senior Office Assistant	1.00	2.00	2.00	2.00	2.00	
Special Projects Manager	1.00	1.00	1.00	1.00	1.00	
Special Projects Manager (Limited Term)	1.00	1.00	1.00	0.00	0.00	(1.00)
Total City Manager's Office	**26.00**	**27.00**	**28.00**	**28.00**	**28.00**	**0.00**

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast	Budget vs. Amendment
Community Development						
Community Development Director	1.00	1.00	1.00	1.00	1.00	
Administrative Aide	1.00	1.00	1.00	1.00	1.00	
Assistant Director of Community Dev.	1.00	1.00	1.00	1.00	1.00	
Assistant Planner	1.00	1.00	1.00	1.00	1.00	
Associate Planner	1.00	1.00				
Chief Building Official	1.00	1.00	1.00	1.00	1.00	
Code Enforcement Officer	1.00	1.00	2.00	2.00	2.00	
Office Assistant II	2.00	2.00	2.00	2.00	2.00	
Permit Technician	2.00	2.00	2.00	2.00	2.00	
Plan Check Engineer	1.00	1.00	1.00	1.00	1.00	
Plans Examiner	1.00	1.00	1.00	1.00	1.00	
Principal Planner	2.00	2.00	2.00	2.00	2.00	
Senior Code Enforcement Officer				1.00	1.00	1.00
Senior Management Analyst	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	2.00	2.00	2.00	2.00	2.00	
Senior Planner	1.00	1.00	1.00	1.00	1.00	
Total Community Development	**19.00**	**19.00**	**19.00**	**20.00**	**20.00**	**1.00**

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast	Budget vs. Amendment
Finance						
Finance Director	1.00	1.00	1.00	1.00	1.00	
Accountant	1.00	1.00	1.00	1.00	1.00	
Accounting Manager			1.00	1.00	1.00	
Asst. Finance Director	1.00	1.00	0.00	0.00	0.00	
Financial Analyst	1.00	1.00	1.00	1.00	1.00	
Management Analyst II	1.00	1.00	1.00	1.00	1.00	
Senior Accountant	1.00	1.00	1.00	1.00	1.00	
Senior Finance Technician	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	1.00	1.00	1.00	
Total Finance	**8.00**	**8.00**	**8.00**	**8.00**	**8.00**	

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast	Budget vs. Amendment
Fire Department						
Office Assistant II	1.00	1.00	1.00	1.00	1.00	
Total Fire Department	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**	**0.00**

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast	Budget vs. Amendment
Police Department						
Administrative Aide	1.00	1.00	1.00	1.00	1.00	
Administrative Technician	1.00	1.00	1.00	1.00	1.00	
Office Assistant II	2.00	2.00	2.00	2.00	2.00	
Total Police Department	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**	**0.00**

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast	Budget vs. Amendment
Parks and Community Services						
Parks & Community Svcs Director	1.00	1.00	1.00	1.00	1.00	
Asst. Parks & Comm Services Dir.	1.00	1.00	1.00	1.00	1.00	
Graphic Design & Comm Coordinator	1.00	1.00	1.00	1.00	1.00	
Management Analyst I	1.00	1.00	1.00	1.00	1.00	
Management Analyst II	1.00	1.00	1.00	1.00	1.00	
Office Assistant II	1.00	1.00	1.00	1.00	1.00	
Parks & Community Services Manager			1.00	1.00	1.00	
Recreation Coordinator	8.00	9.00	9.00	9.00	9.00	
Recreation Manager	1.00	1.00	0.00	0.00	0.00	
Recreation Supervisor	4.00	4.00	4.00	4.00	4.00	
Recreation Technician	1.00	1.00	1.00	1.00	1.00	
Senior Office Assistant	3.00	3.00	3.00	3.00	3.00	
Total Parks and Community Services	**23.00**	**24.00**	**24.00**	**24.00**	**24.00**	**0.00**

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast	Budget vs. Amendment
Public Works						

	FY2023 Actual	FY2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast	Budget vs. Amendment
Public Works Director	1.00	1.00	1.00	1.00	1.00	
Administrative Aide	1.00	1.00	1.00	1.00	1.00	
Assistant Civil Engineer	1.00	1.00	1.00	1.00	1.00	
Assistant Public Works Dir/City Engineer	1.00	1.00	1.00	1.00	1.00	
Associate Civil Engineer	3.00	3.00	2.00	3.00	3.00	1.00
Capital Improvement Program Manager	1.00	1.00	1.00	1.00	1.00	
Environmental & Sustain. Manager	1.00	1.00	1.00	1.00	1.00	
Environmental Technician	1.00	1.00	1.00	1.00	1.00	
GIS Coordinator	1.00	1.00	1.00	1.00	1.00	
Maintenance Coordinator	1.00	1.00	1.00	1.00	1.00	
Management Analyst II	1.00	1.00	1.00	1.00	1.00	
Office Assistant II	1.00	1.00	1.00	1.00	1.00	
Parks & Facilities Dev. Coordinator	1.00	1.00	1.00	1.00	1.00	
Permit Technician	1.00	1.00	1.00	1.00	1.00	
Principle Engineer		1.00	1.00	1.00	1.00	
Public Works Inspector		1.00				
Public Works Manager	1.00	1.00	1.00	1.00	1.00	
Public Works Trans/Ops Manager	1.00	1.00	1.00	1.00	1.00	
Senior Civil Engineer	1.00		1.00	1.00	1.00	
Senior Office Assistant	1.00	1.00	1.00	1.00	1.00	
Senior Public Works Inspector	1.00	1.00	2.00	2.00	2.00	
Total Public Works	**21.00**	**22.00**	**22.00**	**23.00**	**23.00**	**1.00**

	FY2023 Actual	FY 2024 Adopted	FY2024 Amended	FY2025 Budget	FY2026 Forecast	Budget vs. Amendment
Grand Total - City Positions	**102.00**	**105.00**	**106.00**	**108.00**	**108.00**	**2.00**

Fiscal Year 2024-25 Appropriations Limit

Pending City Council Appropal. City Council Meeting June 4, 2024

The Gann Limit, or Proposition 4 Limit, was a 1979 amendment to the California constitution sponsored by political activist Paul Gann in 1979 on the heels of his property tax-reducing Proposition 13 initiative passed the prior year. The Gann Limit was designed to regulate state and local spending by linking the rate of appropriation growth to a statewide index.

In accordance with Chapter 1025 of the statutes of 1987, as amended, each government entity is required to include the Appropriations Limit in the annual budget. The City of Dublin has calculated a Fiscal Year 2022-23 limit in accordance with Article XIII B of the California Constitution and the recognized methodology for calculating adjustments. The details of this calculation are shown on the following page.

The Appropriations Limit does not apply to all funds appropriated by the City Council. State law limits only the appropriations that are funded by "proceeds of taxes," which are narrowly defined. The law also establishes a formula to be used to calculate annual adjustments to the limit using a combination of two factors selected by the agency.

The first factor is based on changes in population. Agencies may either select the change in the city population or the change in county population. For Fiscal Year 2024-25 the City of Dublin population change is a decrease of 0.03% which is smaller than the Alameda County population decrease of 0.54% (based on the Price and Population Information provided by the California Department of Finance). Therefore, the adjustment calculation uses the City of Dublin population change.

The second factor allows the City to use either 1) the increase in the State per capita personal Income, or 2) the change in local assessed valuation based on changes in the "Non-residential New Construction." The change in the per capita personal income as provided by the Department of Finance is 3.62%. The change in the assessed valuation compares the total change in assessed valuation to the amount related strictly to non-residential improvements, in April 2024, the Alameda County Assessor provided data related to Fiscal Year 2024-25 changes in assessed valuation attributable to Non-residential New Construction, The amount of the increase was $7,917,000, or 0.76%. Therefore, the City of Dublin elected to use the change in the State per capita personal Income.

The two factors discussed above are combined to arrive at a growth rate for appropriations, which is then applied to the prior year to arrive at a limit for the new budget year. The City of Dublin's Fiscal Year 2024-25 Appropriations Limit is $485,074,181, as shown on the following page, while the Fiscal Year 2024-25 Budget contains appropriations of $101,577,465 that would be categorized as funded by proceeds of taxes. Therefore, the City's appropriations subject to the Gann Limit are $383,496,716 below the allowed amount calculated for Fiscal Year 2024-25.

Calculation of Fiscal Year 2024-25 Appropriations Limit

(Based on Fiscal Year 2023-24 Limit)

A. **Selection of Optional Factors**

1. Change in Population – City vs. County.

Factors	1/1/2024	1/1/2023	% Decrease
a. City of Dublin	71,575	71,600	**-0.03%**
b. County of Alameda	1,639,409	1,648,369	-0.54%

The City selected Factor 1a. City of Dublin population growth -0.03%

2. Change in State per Capita Personal Income vs. City Non-Residential Building Construction.

Factors	% Change
a. Change in State per Capita Personal Income	**3.62%**
b. Change in Non-Residential Assessed Valuation	0.76%

The City selected Factor 2a. Change in Non-Residential Assessed Valuation 3.62%

B. Fiscal Year 2024-25 Growth Adjustment Factor

Calculation of factor for Fiscal Year 2024-25 = X*Y = 0.9997*1.0362 = 1.0359

$$X = \frac{\text{Selected Factor \#1} + 100}{100} = \frac{-0.03+100}{100} = 0.9969$$

$$Y = \frac{\text{Selected Factor \#2} + 100}{100} = \frac{3.62+100}{100} = 1.0362$$

C. Calculation of Appropriations Limit

Fiscal Year 2023-24 Appropriations Limit		$468,263,521
Fiscal Year 2024-25 Adjustment Factor	x	**1.0359**
Fiscal Year 2024-25 Appropriations Limit		**$485,074,181**

Fund Balance and Reserve Policy

General Fund and Other Governmental Funds
(Updated June 2015)

This document shall establish the foundation for the components of fund balance and provide requirements for maintaining reasonable levels of reserves in governmental funds, with a focus on the General Fund. The presentation of fund balances is also presented in the Annual Comprehensive Financial Report (ACFR) and the official City financial records. This document is intended to comply with Governmental Accounting Standards Board (GASB) Statement No. 54. In the event of a conflict between this policy and the provisions of GASB Statement No. 54 the accounting statement shall prevail.

In accordance with the requirements of GASB, the City Council also confirms as part of this policy the order of expenditures from resources available. The City considers "Restricted" amounts to have been spent prior to "unrestricted" amounts when an expenditure is incurred for purposes for which both are available ("unrestricted" would include Committed, Assigned, and Unassigned). Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers "Committed" amounts to be reduced first, followed by assigned amounts and then the unassigned amounts.

A. POLICY OBJECTIVES

The City of Dublin's Fund Balance and Reserves Policy has four primary objectives:

- Determine available liquid resources;
- Classify fund balances in accordance with GASB 54;
- Define the methodology of allocating net resources; and
- Provide information needed to make informed financial decisions.

Periodically the City Manager may recommend to the City Council a review of this policy based on overall City initiatives and current balances. Any adjustments to the policy shall be adopted by the City Council.

B. CLASSIFICATION OF FUND BALANCES

In accordance with GASB Statement No. 54 and as reported in the City's financial statements, fund balances are identified by the following five fund balance classifications:

I. Non-spendable Fund Balance

Non-spendable fund balances are amounts in a form that cannot be spent because they are either (a) in a non-spendable form such as pre-paid items, inventories, or loans receivable; or (b) they have external restrictions imposed by creditors, grantors, contributors, laws, regulations, etc. However, if the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned, then they should be included in the appropriate fund balance classification (restricted, committed, or assigned), rather than non-spendable fund balance.

The following are items that are expected to be recorded as "Non-spendable":
Prepaid Expenditures: The portion of fund balance that represents the asset amount of prepaid expenditures, held by a given fund.

Endowments: The portion of fund balance established as an endowment by the donor and in which the principal balance is not intended for expenditure.

Advances To Other Funds: The portion of the fund balance that represents the asset amount of cash advanced to other funds, held by a given fund.

Notes / Loans Receivable: The portion of fund balance that represents the asset amount of notes or loans receivable, held by a given fund.

II. Restricted Fund Balance

Restricted Fund Balance shall reflect that portion of fund balance that reflects constraints placed on the use of resources (other than non-spendable items) that are either: (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) Imposed by law through constitutional provisions or enabling legislation.

The following are items that are expected to be recorded as "Restricted":

Public Safety Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Public Safety related activities.

Transportation Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Transportation related activities.

Environmental Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Environmental related activities.

Parks Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Parks related activities.

Assessment District Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Public Safety and Transportation related activities, consistent with the purpose under which the fee is collected.

Cultural & Arts Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Cultural & Arts related activities.

Health & Welfare Special Revenue Funds: The portion of fund balances derived from funds collected to be used for Social Services and Housing related activities.

Impact & Mitigation Capital Project Funds: The portion of fund balances derived from funds collected to be used for parks, public facilities, fire, and transportation related activities, consistent with the purpose under which the fee is collected.

Other Restricted: The portion of fund balance in any governmental fund (except the General Fund) that is restricted under the "Restricted Fund Balance" definition as otherwise prescribed by Governmental Accounting Standards Board Statement No. 54 and not otherwise described in this category above.

III. Committed Fund Balance

Committed Fund Balance shall be composed of amounts in which the City Council has taken action to commit the funds before the end of fiscal year. The decision to modify the amount or use of funds designated as committed can only be changed by action of the City Council.

Economic Stability: The portion of General Fund Balance committed for the purpose of stabilizing the delivery of City services during periods of severe operational deficits and to mitigate the effects of uncertainties from unforeseen change in revenues and / or expenditures. City Council approval shall be required before expending any portion of this fund balance. Reserve shall be used only if: a) Sudden and unexpected decline in ongoing revenues greater than 5% of General Fund operating revenues; and/or b) Elimination or reduction of State revenue source(s) received consistently for municipal purposes, resulting in a decrease of $1,000,000 in General Fund revenues; and/or c) Reduction in projected or actual property tax or sales tax of $1 million or more; and/or d) An increase in contracted Police or Fire Services in excess of 10 percent more than the previous year.

Downtown Public Improvements Seed Funding: The portion of General Fund Balance established by the City Council for public improvements in the downtown. The use of this balance is intended to address public improvements within the Downtown Specific Plan Area. The expenditure is to be identified as a specific appropriation made by the City Council. The appropriation shall be a minimum of $50,000.

Open Space Funding: The portion of General Fund Balance established by the City Council for the acquisition and long-term protection of open space in the City. The acquisition may be in cooperation with other agencies. The expenditure is to be identified as a specific appropriation made by the City Council.

Affordable Housing Funding: The portion of General Fund Balance established by the City Council to support the construction, acquisition, or creation of affordable housing in the City. The acquisition may be in cooperation with other public and private entities. The expenditure is to be identified as a specific appropriation made by the City Council.

Emergency Communications System: The portion of General Fund Balance established by the City Council to fund the purchase of emergency radio system equipment. This includes a pro-rata share of regional radio infrastructure as well as City owned radios for Police, Fire, and Public Works. Further the reserve may be used to fund the upgrade of centralized City telephone and communication systems. The expenditure is to be identified as a specific appropriation made by the City Council.

Fire Retiree Other Post-Employment Benefits (OPEB): The portion of General Fund Balance established by the City Council for the future liability related to retiree medical benefits offered to the inactive Dougherty Regional Fire Authority Staff, as well as the City share of obligations with the OPEB benefits for Alameda County Fire Department. The expenditure is to be identified as a specific appropriation made by the City Council.

Innovations & New Opportunities: The portion of General Fund Balance established by the City Council to fund potential projects which require up-front costs but would provide longer term benefits and / or potential operating cost reductions. The expenditure is to be identified as a specific appropriation made by the City Council.

One Time Initiatives: The City Council recognizes that there may be fluctuations in revenues and expenditures over time. Periodically the Council may determine that funds are best set-aside to address certain one-time initiatives within the operating and/or capital budget. The expenditure is to be identified as a specific appropriation made by the City Council.

Joint City / School Projects This commitment shall be used to fund projects undertaken via a joint effort of the City and the Dublin Unified School District. The expenditure is to be identified as a specific appropriation made by the City Council.

Fund Balance-Committed: The portion of Fund Balance that is in any non-general fund governmental fund that is committed under the "Committed Fund Balance" definition as otherwise prescribed by Governmental Accounting Standards Board Statement No. 54 and not otherwise described in this category above. The portion of Fund Balance that was restricted but later found to be unrestricted shall be designated as a "Committed" balance.

Committed for Specific Projects: The portion of fund balance that is established annually by the City Council to fund design, improvements, and equipment required for a variety of capital improvement projects. Specific project designations will be identified with the Resolution Authorizing Special Designations of General Fund Reserves, to be considered for adoption by the City Council prior to the end of each fiscal year. This reserve category replaces all subcategories for specific projects, except for the reserves listed here separately, which are more long term in nature and/or are considered contingency reserves to be used in the case of specific fiscal necessity.

IV. Assigned Fund Balance

Assigned fund balances are amounts constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed.

The City Council has authorized the City Manager or his/her designee to make assignments in accordance with this policy and in conformance with any formal direction provided by the City Council.

Accrued Leave Subject To Year End Calculations: Certain fund balances are calculated based on the financial performance of the reporting period including accrued Leave. These amounts fluctuate each year and are reflected as part of the year-end financial statements.

Carry-Over Items (Operating Budget & Capital Improvement Projects): Fund balance may be assigned for operating expenditures (excluding personnel costs) which were not expended in the current year and the expense will occur in the following year, i.e., encumbrances. Similarly, a Capital Improvement Project may have funds allocated in a specific year and the project remains incomplete at year end. The City Manager or his/her designee may assign fund balance representing the unexpended funds. These funds are available for authorized appropriations in the subsequent year.

Non-Streets Capital Improvement Projects (CIP) Reserve: The portion of General Fund Balance intended to fund future non-streets capital projects, where total funding may not currently be known, and for which lump sum amounts will be set aside over time. These funds are available for authorized appropriations in the subsequent year.

Carry-Over Fiscally Responsible Adjustment: In any year that an appropriation was made to the contingency For Fiscally Responsible Adjustment the unused fund balance may be assigned as a carry-over for personnel costs. The City Manager or his/her designee may assign fund balance representing the unexpended funds. These funds are available for authorized appropriations in the subsequent year in conformance with personnel policies and procedures.

Catastrophic Facility / Infrastructure Loss & City Business Recovery: The City Council recognizes the importance to maintain funds to recover from a catastrophic loss which are unexpected and incur more than $500,000 in expenses to public facilities and infrastructure. This may also be used for short-term recovery and business operations following a catastrophic loss pending the reimbursement from insurance or grants to the extent that they are available. The balance is established in the General Fund and the expenditure shall be made only by City Council appropriation, which shall include a special emergency appropriation. The target established for the maximum balance in this category is an amount equal to 15% of the reported book value of the City owned Buildings and Improvements recorded as Capital assets.

Service Continuity Obligations: The City Council recognizes the importance to maintain funds for continued obligations to provide Building and Safety inspections in the event that program supporting fees are collected in one year and the expenditures occur in a subsequent year. The City Council hereby establishes as policy that the assigned funds shall not exceed 125% of the budgeted Building and Safety Division operating cost.

Pension and Other Post-Employment Benefits: The City Council recognizes that investment earnings can fluctuate from year to year, and they are an important component of the funding of retiree benefits. Investment performance impacts annual contributions and expenditures made towards retiree obligations. The intent of the City Council is to establish a fund balance that can provide supplemental financing to lessen the impacts from decreases in investment performance on retiree obligations. The City Manager or designee may allocate from what would otherwise be “Unassigned” fund balance to increase the fund balance. The use of funds from this fund balance may be used: (a) if the City Employer share of the Public Employee Retirement System (PERS) rate increases by 3 percent; and / or (b) If the City Annual Required Contribution (ARC) for retiree medical benefits increases by 3 percent or more; and / or (c) If the City Council by majority vote authorizes a lump sum use of the fund balance to reduce pension or OPEB liabilities.

Assigned for Specific Projects: The portion of fund balance that is intended to be used to fund design, improvements, and equipment required for a variety of capital improvement projects, via recommendation of either the City Council or the City Manager. Specific assigned reserves will be identified with the Resolution Authorizing Special Designations of General Fund Reserves, to be considered for adoption by the City Council

prior to the end of each fiscal year. This reserve category replaces all subcategories for specific projects, except for the reserves listed here separately, which are more long term in nature and/or are considered contingency reserves to be used in the case of specific fiscal necessity.

IV. Unassigned Fund Balance (General Fund Only)

Unassigned fund balance represents amounts that have not been restricted, committed, or assigned and is available for any purpose. The City Council at its discretion may modify unassigned fund balance and designate in the future an intended "Commitment" or "Assignment."

Unrealized Gain on Investments: Used to account for that portion of fund balance that is the result of unrealized investment gains that have been recorded in accordance with Governmental Accounting Standards Board Statement No. 31.

Unassigned For Cash Flow Purposes: The City Council recognizes the importance to maintain funds for cash flow purposes to balance the fact that the receipt of major revenues and major expenditure disbursements are not evenly distributed throughout the year. The City Council establishes as policy that this fund balance shall be at a minimum equal to two months of budgeted operating expenditures with a goal to achieve a maximum of four months. As part of the annual budget appropriation the City Council may also appropriate as a source of funding "Unrestricted – Capital Contribution" from this source. This shall typically be done only for high priority one-time capital expenditures, provided the minimum fund balance would remain.

C. CHANGES IN GENERAL FUND RESOURCES

In accordance with the requirements of GASB the City Council also confirms as part of this policy how General Fund resources shall impact changes in balances.

Revenue Sources Allocated to Fire OPEB: The entire amount of the General Fund resources derived from the repayment of funds advanced to the PERS Side Fund, shall be assigned to the Fire OPEB Committed Balance, until such time that either there are no longer any repayments made, or the balance equals $8.6 million, whichever occurs first.

Revenue Sources Allocated to Service Continuity: If the "Assigned" balance is below the target maximum of 125% of Building & Safety Expenditures, the following criteria shall be used for calculating an adjustment. The Administrative Services Director shall complete an analysis of major building permits issued in the period April – June and shall assign an allocation of the portion of revenue that is expected to be related to expenditures occurring in the subsequent year. The amount derived shall be recommended to the City Manager. If annual building permit revenue is less than the annual Building and Safety expenditures, the City Manager is authorized to reduce the assigned amount by the amount necessary to balance revenues and expenditures.

Allocation of Residual Resources: When there are net resources in excess of what is classified as Non-spendable, Restricted, Committed, and/or Assigned, and after maintaining the minimum level of unassigned cash-flow funding, those resources shall be allocated as follows: a) 50% to Pension and Other Post-Employment Benefits; and b) 50% to Non-Streets CIP Reserve.

Glossary/Index

Term	Description
Amended Budget	The increase or decrease of the amount budgeted for a program or account code.
Appropriation	The amount of money that has been designated for specific purposes and approved by the City Council. A legal authorization granted by the City Council to expend monies and incur obligations for specific purposes.
Appropriations Limit	Local agencies are subject to annual spending limits. The limit applies only to tax revenues.
Annual Required Contribution (ARC)	The annual amount that is needed to pay for retiree benefits.
Assessment District	A defined area of land that will be benefitted by the acquisition, construction, or maintenance of a public improvement; it is not a separate governmental entity.
Budget	The plan of expenditures and revenues for a specific period.
Deficit	The gap between revenue and expenditures; a deficit occurs when expenditures are greater than revenues.
Capital Expenditures	Expenditures that are used to improve the infrastructure of the City.
Capital Outlay	One-time expenditures for the purchase of furniture, equipment, or vehicles.
Capital Improvement Program (CIP)	Program used for City infrastructure improvement projects. The CIP appropriations are approved by the City Council in a separate document.
Charges for Services	These are fees and charges that are imposed for services and facilities provided, such as recreational classes or plan checking. Use of the revenue is limited to paying for the service for which the fees are collected, but may include overhead, capital improvements, or debt service.
Community Development Block Grant (CDBG)	This is a grant from the Federal Department of Housing and Urban Development (HUD). The funds are used to support programs such as housing programs, and grants to nonprofit agencies providing social services.
Equipment Replacement	An internal service fund that is used to set aside funds for future equipment purchases. Charges are made to the department and the money is placed into the equipment replacement fund.
Fiduciary Fund	This is a fund where the City acts as a trustee of impact fees received from developers of properties. All the funds used in the Fiduciary Fund are set aside for specific types of projects or purposes.
Fiscal Year (FY)	This is the year used for accounting purposes that begins July 1 and ends June 30.
Franchise Fees	These fees are collected in lieu of rent for use of city streets from refuse collectors, cable television companies and utilities. Some franchise fees are limited by statute.
Funds	Different accounts that are used to separate expenses and revenues used for specific purposes.
Full Time Equivalent (FTE)	Some positions are part-time and are budgeted based on the hours and are then converted to a full-time equivalent of a position. One FTE is equivalent to 2080 hours of work per year.

Term	Description
GASB 45	Accounting guidelines issued by the Governmental Accounting Standard Board (GASB) on how and when to account for expenditures and liabilities relating to Other Post-Employment Benefits (OPEB).
GASB 54	Accounting guidelines issued by the Governmental Accounting Standard Board (GASB) on fund balance reporting and classification of Governmental Funds.
Gas Tax	This tax is an 18 cent per gallon tax on fuel used in vehicles and aircraft. The use of gasoline tax revenue is restricted to research, planning, construction, improvements, maintenance, and operation of public streets and highways, or public mass transit guide ways.
General Fund	The main governmental operating fund for the City. The General Fund is the largest of the City funds and the majority of government activities are in this fund.
General Revenue	Revenues that cannot be associated with a specific expenditure, such as property taxes, sales tax, and business license tax.
Internal Service Fund Charges	Charges that are made to departments to support internal operations, for example IT, phone service and vehicle repair.
Modified Accrual Basis	The basis for budgeting and accounting in the governmental funds where the revenues are recognized as they are measurable and available, when the invoice for payment is issued. The expenditures are recognized as they occur, and not as the check clears.
Operating Budget	This is the budget that is used to plan for City operational expenditures and revenues each fiscal year.
OPEB – Other Post-Employment Benefits	These are the costs related to benefits paid to employees who have retired from the City.
CalPERS – The California Public Employee Retirement System	The City is part of the State's PERS retirement system. Employees contribute to PERS for employee defined benefit pension costs. Each year, CalPERS sends the City the required contribution information, based on age and number of employees.
Projected	The projected amount of expenditures or revenues for the City, before the account books have been closed out for the fiscal year and an audit of expenses and revenues has been conducted.
Property Tax	This tax is imposed on real property and tangible personal property and is based on the value of the property. It is collected by Alameda County and allocated to cities, counties, special districts, and school districts
Proprietary Funds	These are the funds that receive the majority of revenue from user fees and not through taxes. Proprietary Funds are considered business-related because of the nature of activity that takes place within the fund such as sewer charges.
Resolution	The legal document that is approved or rejected by the City Council for a specific action regarding City government. A resolution is often prepared in conjunction with a staff report which is present to the City Council for consideration and vote.
Reserves	Money that is set aside for future expenditures and emergencies. The City Council approves a reserve policy for the General Fund.

Term	Description
Sales and Use Tax	Sales and use tax revenue received by cities is general purpose revenue and is deposited into a city's General Fund. A sales tax is collected by the state Board of Equalization and imposed on retailer for the privilege of selling tangible personal property in California. A use tax is imposed on purchasers for transactions in which the sales tax is not collected, such as for goods purchase out of state for use in California.
Special Revenue Funds	These are funds used to account for activities paid for by taxes or other designated revenue sources that have specific limitations on their use according to law.
Transient Occupancy Tax (TOT)	This tax may be levied by a city under the police powers granted to cities in the state Constitution. It is a tax imposed on people staying for 30 days or less in a hotel, inn, or other lodging facility.
Vehicle License Fee (VLF)	This is a tax on ownership of a registered vehicle. The tax rate is based on the value of the vehicle and paid to the Department of Motor Vehicles.

Population Overview

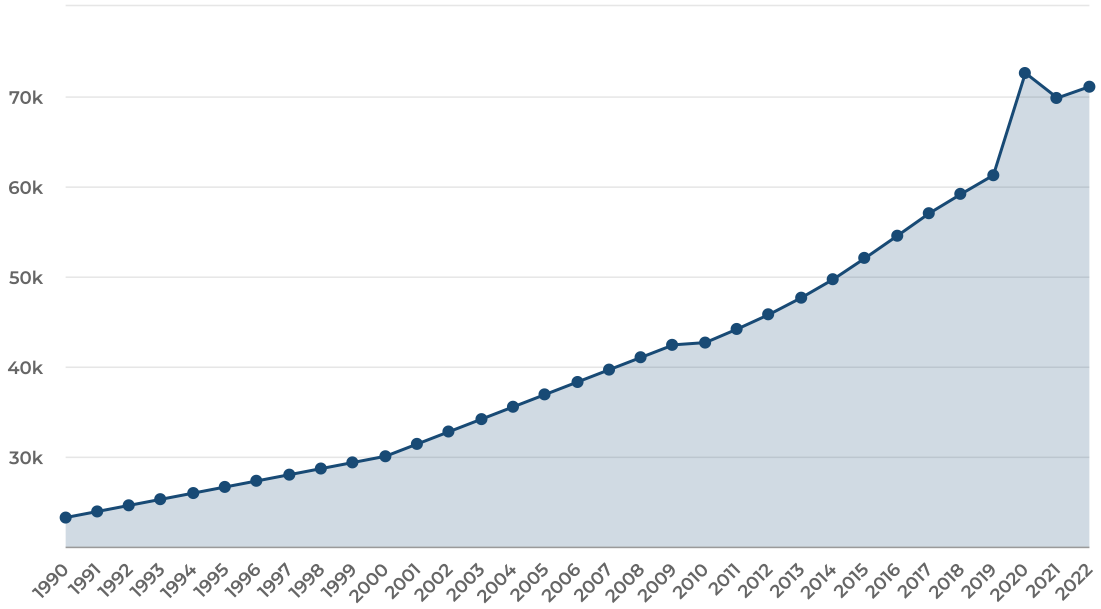
TOTAL POPULATION

71,068

▲ 1.8%
vs. 2021

GROWTH RANK

38 out of **498**
Municipalities in California



** Data Source: U.S. Census Bureau American Community Survey 5-year Data and the 2020, 2010, 2000, and 1990 Decennial Censuses*

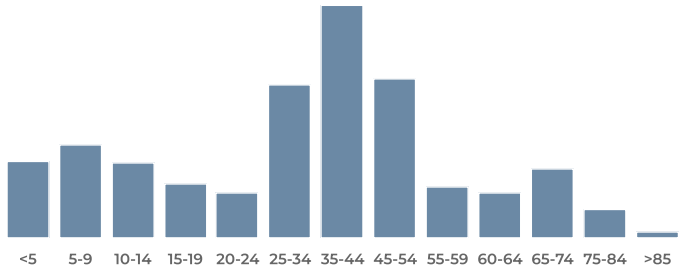
DAYTIME POPULATION

64,728

Daytime population represents the effect of persons coming into or leaving a community for work, entertainment, shopping, etc. during the typical workday. An increased daytime population puts greater demand on host community services which directly impacts operational costs.

** Data Source: American Community Survey 5-year estimates*

POPULATION BY AGE GROUP



Aging affects the needs and lifestyle choices of residents. Municipalities must adjust and plan services accordingly.

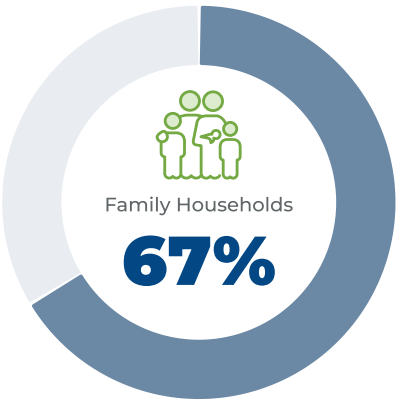
** Data Source: American Community Survey 5-year estimates*

Household Analysis

TOTAL HOUSEHOLDS

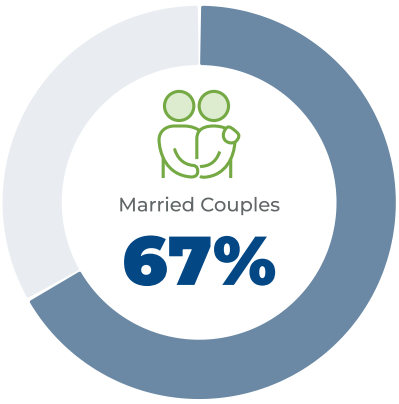
23,583

Municipalities must consider the dynamics of household types to plan for and provide services effectively. Household type also has a general correlation to income levels which affect the municipal tax base.



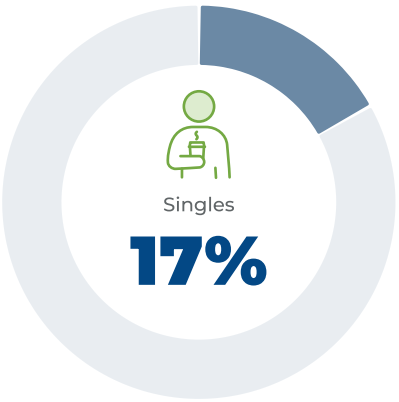
▲ 35%

higher than state average



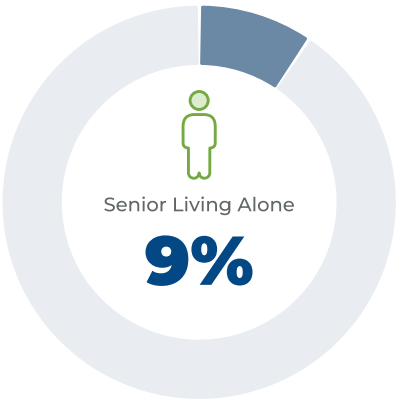
▲ 35%

higher than state average



▼ 31%

lower than state average



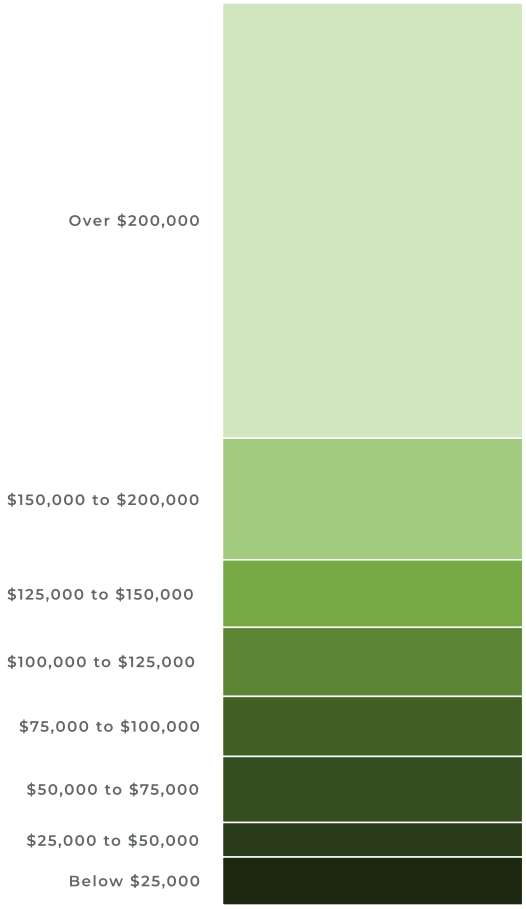
▼ 31%

lower than state average

** Data Source: American Community Survey 5-year estimates*

Economic Analysis

Household income is a key data point in evaluating a community's wealth and spending power. Pay levels and earnings typically vary by geographic regions and should be looked at in context of the overall cost of living.



HOUSEHOLD INCOME

Above $200,000

48%

▲ 169%
higher than state average

Median Income

$191,039

▲ 108%
higher than state average

Below $25,000

5%

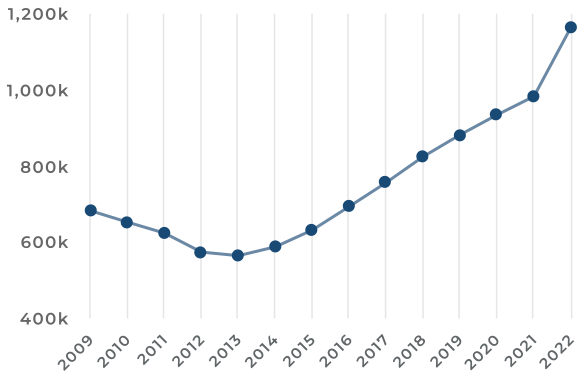
▼ 60%
lower than state average

** Data Source: American Community Survey 5-year estimates*

Housing Overview

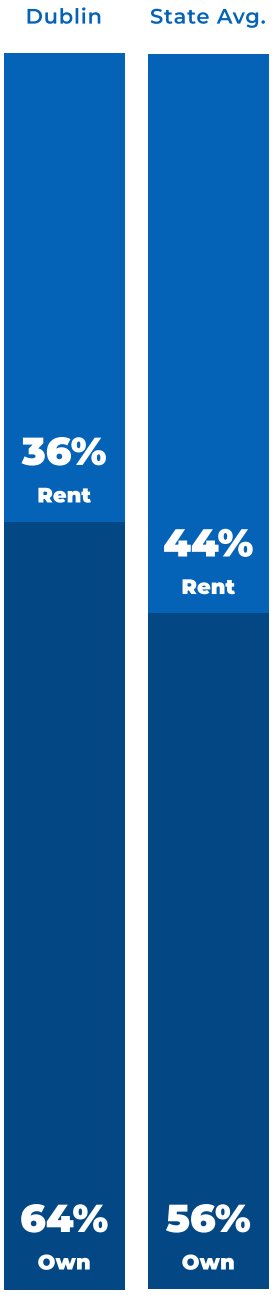
2022 MEDIAN HOME VALUE

$1,164,100



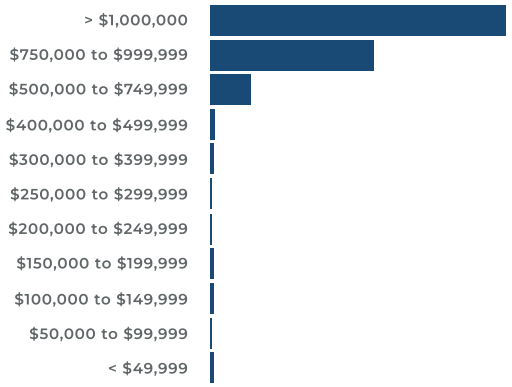
** Data Source: 2022 US Census Bureau (http://www.census.gov/data/developers/data-sets.html), American Community Survey. Home value data includes all types of owner-occupied housing.*

HOME OWNERS VS RENTERS



** Data Source: 2022 US Census Bureau (http://www.census.gov/data/developers/data-sets.html), American Community Survey. Home value data includes all types of owner-occupied housing.*

HOME VALUE DISTRIBUTION



** Data Source: 2022 US Census Bureau (http://www.census.gov/data/developers/data-sets.html), American Community Survey. Home value data includes all types of owner-occupied housing.*

Demographics

Since the City of Dublin's incorporation in 1982, the City's population has progressively increased as both residents and businesses found the benefits of calling Dublin home.

The U.S. Census Bureau is continually releasing additional data from the 2020 U.S. Census. The full 2020 Census Population Demographics Report may be found on the City's website under the Community and Economic Profile Section. Below is a snapshot of the latest demographic estimates developed by U.S. Census Bureau.

Area Population and Population Density	Population	%
Land Area in Square Miles	15.23	
Population per Square Mile (Land Area)	4,766.5	
Estimated Growth 2024-2029*	74,406	+2.31%

Population, Age, and Sex Characteristics	Population	%
Total Population (Includes Group Quarters)	**72,725**	**100%**
Male	34,904	48%
Female	37,821	52%
Persons under 5 years	4,341	6%
Persons under 18 years	18,020	25%
Persons 65 years and older	6,590	9%

Racial Detail Population by Single Race	Population	%
Total Population (Includes Group Quarters)	**72,725**	**100%**
White	17,993	25%
Black or African American	2,671	4%
American Indian and Alaska Native	509	1%
Asian	42,669	59%
Native Hawaiian and Other Pacific Islander	197	0%
Other	2,496	3%
Two or More Races	6,160	8%
Not Hispanic or Latino	64,035	88%
Hispanic or Latino	8,690	12%

It should be noted that the population numbers included in this section vary slightly from some of the numbers included earlier in the report. The source of the formal population numbers is the California Department of Finance as of May 2024 (front section of the Budget Document). The number listed here are either form 2020 Census or 2024 estimates developed by Claritas.

Education*	Population (Over age 25)	%
Less than High School Diploma	2,259	5%
High School Graduate (or GED)	5,107	10%
Some College, no Degree	5,817	12%
Associate Degree	2,864	6%
Bachelor's Degree	18,321	37%
Master's Degree	11,662	24%
Professional School Degree	1,332	3%
Doctorate Degree	1,864	4%

**Estimate provided by Claritas*

Households*	$	#	%
2024 Estimate		23,117	
Estimated Growth 2024-2029		244	1.1%
Family Households		16,642	72.0%
Population living in Group Quarters		3,400	4.7%
Average Household Size		3	
Average Household Income	$253,339		
Median Household Income	$187,756		
Per Capita Income**	$76,941		

**Estimate provided by Claritas*

*** Estimate provided by U.S. Census Bureau*

Principal Employers (2023)	
Alameda County	Snowflake, Inc.
Dublin Unified School District	Target Stores
Kaiser Permanente	TriNet
Patelco Credit Union	United States Government & Federal Correction Institute
Ross Stores Headquarters	Zeiss Meditec

Note: The Census defines a household as all persons who occupy a housing unit. This definition includes single persons living alone, families related through marriage or blood, and unrelated individuals living together. Persons living in retirement or convalescent homes, dormitories, or other group living situations are not considered households. Examples of large group quarters in Dublin include the Santa Rita Jail and Federal Correctional Institution, Dublin ("FCI Dublin"), both located near the Camp Parks Reserve Forces Training Area.

Legal Debt Limit

The following table illustrates the City's most recent debt limit over a five-year period, as presented in the Fiscal Year 2022-2023 Annual Comprehensive Financial Report. The Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based on 25% of market value. Effective with FY 1981-82, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The computations shown below reflect a conversion of assessed valuation data for each fiscal year from the current full valuation to the 25% level that was in effect at the time that the legal debt margin for local governments was enacted by the State. Only voter approved debt is calculated towards the debt limit.

Fiscal Year	2019	2020	2021	2022	2023
Debt limit	$605,495,926	$668,604,022	$718,872,674	$746,468,635	$837,034,080
Total net debt applicable to the limit as a percentage of debt limit	$0	$0	$0	$0	$0
Legal debt margin	$605,495,926	$668,604,022	$718,872,674	$746,468,635	$837,034,080
Total debt applicable to the limit as a percentage of debt limit	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**

Debt Service Schedule

The City issued 2021 lease revenue bonds to finance energy efficiency capital improvements, the City received S&P Global 'AAA' issuer credit rating (ICR) and 'AA+' long-term rating for Dublin Financing Authority, the entity issuing the revenue bonds. Payment of debt service of the bonds is a liability of the General Fund. In addition to payment of the annual debt service, the City has created a Lease Revenue Bond Early Payoff Reserve with the anticipation of fully paying the remaining debt when the bonds become eligible to be paid off in 2029. The Reserve, as of June 30, 2023, has $7 million set aside, with the City anticipating contributing an additional $1 million per year, during the year-end reserve designation process. The prepayment of the City's debt is projected to save the City approximately $3 million.

2021 Lease Revenue Bonds Remaining Annual Payments

Period Ending	Principal	Interest	Debt Service
6/30/2024	$680,000	$651,850	$1,331,850
6/30/2025	$710,000	$624,650	$1,334,650
6/30/2026	$735,000	$596,250	$1,331,250
6/30/2027	$765,000	$566,850	$1,331,850
6/30/2028	$795,000	$536,250	$1,331,250
6/30/2029	$830,000	$504,450	$1,334,450
6/30/2030	$860,000	$471,250	$1,331,250
6/30/2031	$895,000	$436,850	$1,331,850
6/30/2032	$930,000	$401,050	$1,331,050
6/30/2033	$970,000	$363,850	$1,333,850
6/30/2034	$1,005,000	$325,050	$1,330,050
6/30/2035	$1,045,000	$284,850	$1,329,850
6/30/2036	$1,090,000	$243,050	$1,333,050
6/30/2037	$1,130,000	$199,450	$1,329,450
6/30/2038	$1,180,000	$154,250	$1,334,250
6/30/2039	$1,225,000	$107,050	$1,332,050
6/30/2040	$1,260,000	$70,300	$1,330,300
6/30/2041	$1,300,000	$32,500	$1,332,500
Remaining Debt Service	**$17,405,000**	**$6,569,800**	**$23,974,800**

Budget Resolution

(Added upon approval)

RESOLUTION NO. XX -24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING A BUDGET FOR THE CITY OF DUBLIN FOR FISCAL YEAR 2024-25

WHEREAS, the City Council of the City of Dublin desires to establish a Budget for Fiscal Year 2024-25; and

WHEREAS, the City Council has reviewed and considered the Budget documents and has received input from the public; and

WHEREAS, the City Manager has prepared a balanced budget which provides for organizational adjustments and allocation of resources in a manner which aligns with available resources and the Strategic Plan elements; and

WHEREAS, the General Fund Operating Budget is balanced without the need to draw from the Reserve for Economic Stability in order to balance funding with planned expenditures; and

WHEREAS, the City Council is required to adopt a budget and financial plan before the Fiscal Year begins on July 1, 2024; and

WHEREAS, the Summary of Appropriations (Exhibit A) attached hereto and made part of this Resolution, reflects the Fiscal Year 2024-25 Budget for Governmental and Proprietary Funds for the City of Dublin; and

WHEREAS, the City Council desires to confirm adjustments made administratively to the Capital Improvement Project balances during the preparation of the Proposed Budget and accommodate the carryover of unspent Fiscal Year 2023-24 Capital Improvement Project appropriations, for those projects where work and expenditures will continue in Fiscal Year 2024-25; and

WHEREAS, the City Council desires to carry over unspent Fiscal Year 2023-24 operating expenditures, both encumbered and unencumbered, excluding personnel costs, for activities where work and expenditures will continue in Fiscal Year 2024-25; and

WHEREAS, the City Council desires to delegate the authority to appropriate Internal Service fund balances that have been set aside for facility, vehicle, and equipment replacement purposes to the City Manager in Fiscal Year 2024-25; and

WHEREAS, The City Council also desires to delegate the authority to appropriate Public Educational & Government Television (PEG) funds to the City Manager according to the Tri-Valley Community Television adopted budget allocation to the City for Fiscal Year 2024-25; and

WHEREAS, the City Council also desires to delegate the authority to appropriate Committed and Assigned fund balances that have been approved by the City Council for specific purposes to the City Manager in Fiscal Year 2024-25.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby:

1. Adopt the Fiscal Year 2024-25 Budget Appropriation for the City of Dublin, as outlined in Exhibit A;

2. Authorize the City Manager to make expenditures appropriations in accordance with the Budget as adopted, with the exception of those expenditures which require prior City Council approval, in accordance with the adopted City ordinances, rules and regulations;

3. Authorize the City Manager to transfer budgeted amounts between line items, provided that the transfer is within the same fund, regardless of the specific department activity. This includes the authority to transfer from the General Fund budgeted contingency amounts that are approved by the City Council during the budget adoption. A full accounting of any such transfers will be provided to the City Council during the midyear review;

4. Authorize the City Manager to increase revenue and expenditure budget for various departmental functions, when corresponding revenues comes in over budget: this would apply to developmental activity, inspection activity, recreation program activity, and any other departmental activity which generates correlating revenues, as verified by the Finance Director. Increased appropriations shall continue to be documented in the financial records and conveyed to the City Council during the midyear review;

5. Authorize the City Manager to increase revenues and expenditures related to the award of grants, where there is no net impact to the City, as verified by the Finance Director. Increased appropriations shall continue to be documented in the financial records and conveyed to the City Council during the midyear review;

6. Authorize the City Manager to make transfers among the various funds, consistent with the "Fund Balances FY 2024-25" as presented in the Proposed Budget. Fund transfers are reported as part of the regular financial reports provided to the City Council;

7. Authorize the City Manager to increase the appropriations for Fiscal Year 2024-25 expenditures in an amount not to exceed the amount of funds encumbered or designated by the City Manager as needed for expenses that did not occur prior to the year-end, but are expected to be expended in Fiscal Year 2024-25 consistent with the original purpose. This ability to carry-over funding shall not apply to savings from personnel costs and shall only occur if the Department Activity total for non-personnel expenditures was less than the amount budgeted for the same. This must also be evaluated on a fund-by-fund basis. The actual amount of the increased

appropriation shall be reported to the City Council, and the City Manager may assign the fund balance in an amount sufficient to account for the increase;

8. Authorize the City Manager to adjust the Fiscal Year 2024-25 appropriations to account for the carryover of unspent Capital Improvement Project appropriations from Fiscal Year 2023-24. All such adjustments shall be clearly recorded in the City financial records and shall only be for projects that remain incomplete as of June 30, 2024;

9. Authorize the City Manager to transfer funds between capital projects, within the same funding source. Any revisions, which alter the project's budget by adding a new funding source, except new grants, are to be approved by the City Council;

10. Authorize the City Manager to appropriate funds from Committed and Assigned fund balances that have been approved by the City Council for specific purposes;

11. Authorize the City Manager to appropriate funds from Internal Service Funds that have been set aside for facilities, vehicle, and equipment replacement purposes; and

12. Authorize the City Manager to appropriate PEG fund based on the Tri-Valley Community Television adopted budget allocation to the City.

PASSED, APPROVED AND ADOPTED this 4th day of June 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

FISCAL YEAR 2024-25 SUMMARY OF APPROPRIATIONS
(Governmental and Proprietary Funds)

OPERATING PROGRAMS	APPROPRIATIONS
City Attorney	$985,000
City Council	689,027
City Manager's Office	14,303,081
Community Development	6,968,805
Finance	2,417,775
Fire	18,973,835
Non-Departmental	6,163,859
Parks & Community Services	10,622,605
Police	31,046,753
Public Works	37,546,837
Total Operating Programs	**$129,717,577**

CAPITAL IMPROVEMENT PROGRAMS		
General		$10,425,459
Public Art		500,000
Parks		1,943,185
Streets		9,950,578
Total Capital Improvement Programs (1)		**$22,819,222**

(1) Excludes Other funding and unidentified funding sources as well as developer-built project costs. Other Funding sources, such as grants, will be appropriated once funds are approved.

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ESTABLISHING A SALARY PLAN FOR FULL-TIME PERSONNEL IN ACCORDANCE WITH THE PERSONNEL RULES

WHEREAS, the City Council has adopted a Salary & Benefit Plan pursuant to the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution No. 73-23 and subsequent amendments which establish a Salary Plan for full-time personnel in accordance with the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution 96-23 which established increases to salary ranges effective July 1, 2024.

NOW, THEREFORE, BE IT RESOLVED that the following salary provisions shall be established in accordance with the City's Personnel System Rules and Benefit Plan.

BE IT FURTHER RESOLVED that any previous enacted salary provisions contained in Resolution No. 73-23 and the subsequent amendments shall be superseded by this Resolution.

ARTICLE I: SALARY PROVISIONS

SECTION A: REGULAR EMPLOYEES EXEMPT FROM FAIR LABOR STANDARDS ACT (FLSA) OVERTIME PROVISIONS

Employees covered under this Section shall be paid a monthly salary within the following ranges with the exclusion of any Performance Pay Adjustment granted in accordance with the Personnel System Rules. In the event that it is deemed by the City Manager to be in the best interest of the City, temporary appointment of no more than 6 months, where the work assignments are such that they can be completed with less than a 40-hour week, may be approved based upon hourly rates. The total salary paid for such work shall not be less than the "salary test" required for exception under the FLSA.

	Monthly Minimum	**Monthly Maximum**
Accountant	$ 9,355	$ 11,696
Assistant Civil Engineer	$ 9,518	$ 11,897
Associate Civil Engineer	$ 11,070	$ 13,838
Associate Planner	$ 9,626	$ 12,035
Budget Analyst	$ 11,027	$ 13,784
Deputy City Clerk	$ 8,399	$ 10,499
Environmental Coordinator	$ 9,587	$ 11,987
Executive Aide	$ 8,305	$ 10,380
Financial Analyst	$ 11,027	$ 13,784
Geographic Information Systems (GIS) Coordinator	$ 9,761	$ 12,203
Graphic Design Coordinator	$ 9,587	$ 11,987

Housing Specialist	$	11,027	$	13,784
Maintenance Coordinator	$	9,587	$	11,987
Management Analyst II	$	9,587	$	11,987
Management Fellow	$	6,174	$	7,717
Network Systems Coordinator	$	9,215	$	11,521
Parks & Facilities Development Coordinator	$	9,626	$	12,035
Plans Examiner II	$	9,215	$	11,521
Recreation Supervisor	$	9,134	$	11,416
Senior Accountant	$	10,300	$	12,875
Senior Civil Engineer	$	12,403	$	15,503
Senior Management Analyst	$	11,027	$	13,784
Senior Planner	$	10,970	$	13,714

SECTION B: REGULAR EMPLOYEES COVERED BY OVERTIME PROVISIONS OF THE FLSA.

Employees covered under this Section shall be paid hourly wages within the following ranges with the exclusion of any Performance pay Adjustments granted in accordance with the Personnel System Rules. The monthly salaries are show for informational purposes only.

	Hourly Minimum		**Hourly Maximum**		**Monthly Minimum**		**Monthly Maximum**
Administrative Aide	$	45.6182	$ 57.0339	$	7,907	$	9,885
Administrative Technician	$	41.4772	$ 51.8409	$	7,189	$	8,986
Assistant Planner	$	49.1848	$ 61.4660	$	8,525	$	10,654
Audio-Video Specialist	$	48.2147	$ 60.2572	$	8,357	$	10,445
Code Enforcement Officer	$	44.9950	$ 56.2437	$	7,799	$	9,749
Environmental Technician	$	47.0010	$ 58.7779	$	8,147	$	10,188
Finance Technician I	$	33.1474	$ 41.4343	$	5,746	$	7,182
Finance Technician II	$	36.8440	$ 46.0389	$	6,386	$	7,980
Information Systems Specialist	$	48.2147	$ 60.2572	$	8,357	$	10,445
Information Systems Technician I	$	39.7909	$ 49.7443	$	6,897	$	8,622
Information Systems Technician II	$	44.2155	$ 55.2731	$	7,664	$	9,581
Management Analyst I	$	49.7994	$ 62.2378	$	8,632	$	10,788
Office Assistant I	$	29.5017	$ 36.8809	$	5,114	$	6,393
Office Assistant II	$	32.7848	$ 40.9774	$	5,683	$	7,103
Permit Technician	$	40.3083	$ 50.3799	$	6,987	$	8,733
Plans Examiner I	$	48.2147	$ 60.2573	$	8,357	$	10,445
Public Works Inspector	$	49.0040	$ 61.2496	$	8,494	$	10,617
Public Works Technician I	$	40.1301	$ 50.1534	$	6,956	$	8,693
Public Works Technician II	$	44.5889	$ 55.7259	$	7,729	$	9,659
Recreation Coordinator	$	44.7676	$ 55.9849	$	7,760	$	9,704
Recreation Technician	$	40.3083	$ 50.3799	$	6,987	$	8,733
Senior Code Enforcement Officer	$	49.5045	$ 61.8655	$	8,581	$	10,723
Senior Finance Technician	$	44.2155	$ 55.2731	$	7,664	$	9,581

Senior Office Assistant	$	36.0604	$	45.0736	$	6,250	$	7,813
Senior Public Works Inspector	$	55.7037	$	69.6234	$	9,655	$	12,068

BE IT FURTHER RESOLVED that the changes contained herein shall be effective July 1, 2024.

PASSED, APPROVED AND ADOPTED this 4th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ESTABLISHING A SALARY PLAN FOR MANAGEMENT POSITIONS EXEMPT FROM COMPETITIVE SERVICE

WHEREAS, the City Council has adopted a Salary & Benefit Plan pursuant to the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution No. 74-23 and subsequent amendments which establish a Salary Plan for full-time management positions exempt from competitive service in accordance with the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution 96-23 which established increases to salary ranges effective July 1, 2024.

NOW, THEREFORE, BE IT RESOLVED that the following salary provisions shall be established in accordance with the City's Personnel System Rules.

BE IT FURTHER RESOLVED that any previous enacted salary provisions contained in Resolution No. 74-23 and the subsequent amendments shall be superseded by this Resolution.

ARTICLE I: SALARY PROVISIONS

SECTION A: REGULAR EMPLOYEES EXEMPT FROM FAIR LABOR STANDARDS ACT (FLSA) OVERTIME PROVISIONS

	Monthly Minimum	**Monthly Maximum**
Accounting Manager	$ 12,300	$ 15,375
Assistant City Manager	$ 19,710	$ 24,634
Assistant Finance Director	$ 13,867	$ 17,333
Assistant Community Development Director	$ 14,106	$ 17,633
Assistant Parks & Community Services Director	$ 13,823	$ 17,279
Assistant Public Works Director/City Engineer	$ 15,422	$ 19,278
Assistant to the City Manager	$ 12,301	$ 15,377
Capital Improvement Program Manager	$ 13,079	$ 16,348
Chief Building Official	$ 13,543	$ 16,928
Chief Information Security Officer	$ 17,116	$ 21,395
City Clerk	$ 12,864	$ 16,080
City Manager		$ 30,445
Communications Manager	$ 12,422	$ 15,528
Community Development Director	$ 17,631	$ 22,040
Deputy City Manager	$ 17,735	$ 22,170
Economic Development Director	$ 17,332	$ 21,667
Economic Development Manager	$ 12,422	$ 15,528

Environmental & Sustainability Manager	$	12,422	$	15,528
Finance Director	$	17,332	$	21,667
Human Resources Director	$	17,332	$	21,667
Human Resources Manager	$	12,422	$	15,528
Information Systems Manager	$	12,422	$	15,528
Parks & Community Services Director	$	17,279	$	21,597
Parks & Community Services Manager	$	12,072	$	15,090
Plan Check Engineer	$	12,072	$	15,090
Planning Manager	$	13,270	$	16,588
Principal Engineer	$	13,079	$	16,348
Principal Planner	$	12,072	$	15,090
Public Works Director/Assistant City Engineer	$	17,980	$	22,476
Public Works Manager	$	12,072	$	15,090
Public Works Transportation and Ops Manager	$	13,079	$	16,348
Special Projects Manager	$	12,422	$	15,528

BE IT FURTHER RESOLVED that the changes contained herein shall be effective July 1, 2024.

PASSED, APPROVED AND ADOPTED this 4th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE CLASSIFICATION PLAN

WHEREAS, in accordance with the City's Personnel System Rules, the City Council adopted Resolution No. 30-84 and subsequent resolutions which comprise the Classification Plan; and

WHEREAS, it is necessary to periodically add job descriptions in the Classification Plan.

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 30-84 and subsequent resolutions shall be further amended to include the following job description:

Economic Development Manager (Exhibit A)

BE IT FURTHER RESOLVED that these documents shall become a part of the official Classification Plan for the City of Dublin; and that the changes contained herein shall be effective June 4, 2024.

PASSED, APPROVED AND ADOPTED this 4th day of June, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Date Adopted: June 4, 2024
Date Revised:

Title: **Economic Development Manager**

FLSA: **At-Will; Exempt; Designated Management**

General Purpose:

Under general direction from the Deputy City Manager, performs administrative work in the planning and coordination of the City's Economic Development Program, including business attraction, retention, and expansion; develops policy and business support programs and/or incentives; administers the City's Business License Program; develops marketing strategies designed to promote the City as a business destination; serves as an ombudsperson to the business community; and conducts research and provides information services on matters of economic health, sales tax issues, economic and real estate trends, and business support services.

Distinguishing Characteristics:

This is a management classification that has considerable latitude in managing the Economic Development Program. Incumbents in this classification have a broad range of independence within policy and procedural limitations. This classification is distinguished from the Deputy City Manager who is the department head with overall responsibility for the City's economic development, including economic and workforce development.

Supervision Received and Exercised:

Receives administrative direction from the Deputy City Manager. Exercises direct or indirect supervision over professional, technical and clerical personnel, as appropriate.

Essential Duties and Responsibilities:

The following duties are normal for this classification. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

Promotes business on behalf of the City, by attracting, retaining and expanding commercial opportunities for businesses.

Makes appearances before governmental and business leaders and representatives from other agencies, groups and organizations to explain and discuss economic development activities.

Prepares budgets, studies and evaluations and makes recommendations and proposals to City Council, boards and commissions, and/or community groups.

Analyzes proposed commercial and business projects to determine their financial impact upon the City.

Oversees the collection, organization and maintenance of a variety of information useful to a broad spectrum of businesses and commercial enterprises contemplating locating within the City.

Provides expertise to City staff, committees, and City Council in understanding and addressing the specific issues and concerns of prospective and existing business and commercial enterprises.

Analyzes the consequences of various local, regional, and state activities upon the City's current and future business and commercial interests.

Establishes and maintains close relationships with representatives of City businesses, commercial brokers, regional stakeholders, and the commercial community.

Provides technical assistance to existing businesses and commercial enterprises to develop or maintain their economic well-being.

Serves as City representative or staff to various local and regional committees, organizations and agencies involved in local and regional economic issues.

Assists City staff in analyzing the financial effects of certain businesses or commercial enterprises seeking to locate in Dublin.

Supervises assigned staff to include assigning work, giving direction, evaluating performance, making recommendations on a variety of personnel matters and training.

Performs other duties as required.

Minimum Qualifications:

Knowledge of:

Principles and practices of economic development and redevelopment including business recruitment and attraction, real estate, land development and related financing alternatives.

Principles and practices of leadership, motivation, team building, and conflict resolution.

Pertinent local, State and Federal rules, regulations and laws.

Modern office procedures and computer equipment.

Principles and practices of organizational analysis and management.

Budgeting procedures and techniques.

Principles and practices of supervision, training and personnel management.

Ability to:

Analyze and solve complex problems involving multi-agency cooperation.

Coordinate and implement an economic development program, including a proactive outreach and communication program which projects the image of the community.

Organize work, set priorities and exercise sound independent judgment.

Work effectively with business leaders, financial institutions, citizen groups and department managers in interdepartmental and diverse team environments.

Manage contracts; communicate effectively both orally and in writing.

Effectively present the goals and objectives of the Economic Development Program to the City Council, the public, and civic, business, and service groups.

Interpret and apply complex rules, regulations, laws and ordinances; work independently without supervision to set procedures and complete assignments in a timely and accurate manner.

Exercise initiative and creativity in performing assigned duties.

Work well under pressure of deadlines.

Provide exceptional customer service; and exemplify an enthusiastic, resourceful, and effective service attitude with the public and co-workers.

Physical Standards:

The physical standards described are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

An employee is regularly required to sit for long periods of time; talk or hear, in person, in meetings and by telephone; use hands and fingers to handle, feel or operate standard office equipment; and reach with hands and arms. The employee is frequently required to bend and twist to reach files, walk and stand, and occasionally lift up to 20 pounds. While performing duties, the employee is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve problems; interact with City management, other governmental officials, contractors, vendors, employees and the public.

Training and Experience:

Any combination equivalent to education and experience is likely to provide the required knowledge and abilities. A typical way to obtain the knowledge and abilities would be:

Education: A Bachelor's degree from an accredited college or university with major course work in business or public administration, economics, urban planning or a closely related field. A Master's degree is desirable.

Experience: Four years of full-time professional experience in economic or business development involving program development; business attraction, retention and marketing; real estate development; commercial property brokerage/management; financial analysis; and/or chamber of commerce; experience as a business manager or owner is preferred.

Licenses; Certificates; Special Requirements:

Possession of a valid California Class C Driver's License and Certificate of Automobile Insurance for Personal Liability.

FY 2024-25 & 2025-26 Budget

June 4, 2024

DUBLIN
CALIFORNIA

Overview

- Background
- Citywide Summary
- General Fund Overview
- 10-Year Forecast
- Recommendations

Background

Biennial budget Process

FY 2024-25 is first year

Preliminary Budget April 16

Updates

ClearGov Digital Budget Book

Citywide Operating Budget

	FY 24-25	FY 25-26
Revenues		
Governmental Funds	**$149,717,347**	**$154,747,463**
General Fund	$128,267,303	$133,717,880
Other Funds	$21,450,045	$21,029,583
Internal Service Funds	**$7,210,061**	**$7,554,631**
Total	**$156,927,408**	**$162,302,094**
Expenditures		
Governmental Funds	**$124,150,717**	**$127,453,101**
General Fund	$109,321,048	$112,706,775
Other Funds	$14,829,669	$14,746,326
CIP	**$22,819,222**	**$24,459,941**
Internal Service Funds	**$5,566,860**	**$5,604,608**
Total	**$152,536,799**	**$157,517,650**

Citywide Summary

	Governmental	Properietary
FY 2023-24		
Beginning Balance	$360,015,284	$65,829,923
Revenues/Transfers In	$270,337,618	$8,842,300
Expenditures/Transfers Out	$366,057,621	$9,863,326
Ending Balance	**$264,295,282**	**$64,808,897**

FY 2024-25		
Beginning Balance	$264,295,282	$64,808,897
Revenues/Transfers In	$172,536,569	$9,210,061
Expenditures/Transfers Out	$164,090,931	$13,187,860
Ending Balance	**$272,740,920**	**$60,831,098**

FY 2025-26		
Beginning Balance	$272,740,920	$60,831,098
Revenues/Transfers In	$179,207,404	$9,554,631
Expenditures/Transfers Out	$176,145,983	$7,881,608
Ending Balance	**$275,802,341**	**$62,504,121**

All fund balances are projected positive except:

- Grant Funds – Reimbursement
- Public Facility Fee Fund – Timing of revenue collection

General Fund Revenues

- **FY 2024-25: $128.2M – Increase $6.5M (5.3%)**
- **FY 2025-26: $133.7M – Increase $5.4M (4.2%)**

Property Tax +$3.32M (5.6%) / +$2.92M (4.6%)

- 2.0 % CPI adjustment
- New construction and change in ownership
- 1% delinquency rate

General Fund Revenues

Sales Tax +$540K (1.8%) / +$867K (2.8%)

- FY 2024-25 - Slight decrease in Auto/Transportation
- FY 2025-26 - Increases in all sectors, led by Auto/Transportation

Development Revenue +$827K (12.0%) / +$988K (12.8%)

- Timing of development projects
- Revenues and expenditures timing not aligned
- Service Continuity Reserve - $3.15M

General Fund Revenues

Charges for Services -$16K (0.2%) / +$226K (2.7%)

- Decrease in Santa Rita reimbursement revenue

Operational change in current year (FY23-24)

- Increase in Parks and Community Services (PCS) programs
- FY 2025-26 - continued increases in PCS programs

Other Taxes +$364K (5.4%) / +$257K (3.6%)

- Annual Adjustments to Franchise Fees – (garbage, gas, electric)

General Fund Revenues

Interest +$122K (2.2%) / -$26,400 (0.5%)

- Revenue earned on investments projected to be flat
- Monitoring
  - Interest Rates
  - Cash Balance
- Accounting Change

General Fund Revenues

Rents & Leases +$575K (+34.9%) / +$48K (+2.2%)

- Strong demand for City rental spaces
- Dublin Arts Center opening

Other Revenue +$729K (+40.0%) / +$107K (+4.2%)

- Accounting practice change – Fire Retiree Health
- Camp Parks Intergovernmental Support Agreement (IGSA)

General Fund Expenditures

- FY 2024-25: $109.3M – Increase $6.7M (6.5%)

- FY 2025-26: $112.7M – Increase $3.4M (3.1%)

Salaries & Wages +$1.55M (11.0%) / $649K (4.1%)

- New Positions - Associate Civil Engineer (PW) and Sr. Code Enforcement Officer (CDD)
- Shift position (IT Fund to General Fund)
- Increase in seasonal staffing cost

General Fund Expenditures

Benefits +$849K (15.8%) / +$248K (4.0%)

- CalPERS
- Increase in health premiums
- Shift to PEPRA workforce

Services & Supplies +$1.50M (+22.9%) / $234K (+2.9%)

- Increase in insurance premiums
- Increase in Public Works repairs/maintenance budget

General Fund Expenditures

Contract Services +$2.46M (3.8%) / +2.40M (3.6%)

- Police Services +1.11M (4.3%)/ +$932K (3.5%)
  - Additional Deputy; Full year Crime Tech
  - Dispatch call volume increases

- Fire Services +$1.65M (9.1%) /+$1.19M (6.5%)
  - Annual COLA and Benefit increases
  - County overhead
  - Accounting change

General Fund Expenditures

- MCE +895K (11.1%) / +$356K (4.0%)
  - 4 Additional FTE's – Lead Foreman
  - Increased pay rates
  - Additional facilities and expanded hours

- Other Contracts
  - Library Services – 5.5% Placeholder
  - City Attorney - Flat
  - Animal Services - Flat

General Fund Expenditures

Capital Outlay +326K (60.2%) / -$613K (70.5%)

- One-time expenditures
  - Drone as first responder
  - Alerting system at Dublin Fire Stations
  - New code enforcement vehicle
  - Equipment for PCS

General Fund Transfers Out

Project Description		PROPOSED 2024-25		FORECAST 2025-26
CIP PROJECTS FUNDED BY RESERVES				
Village Parkway Reconstruction	$	1,000,000	$	8,450,000
Civic Center Rehabilitation		205,000		
Electric Vehicle (EV) Charging Stations		70,229		
Green Stormwater Improvements		420,000		
Subtotal - Funded by Reserves	**$**	**1,695,229**	**$**	**8,450,000**
Undesignated				
Sunday School Barn	$	125,000	$	260,000
Kolb Park Renovation				2,450,000
Downtown Dublin Square		4,680		
Citywide Storm Drain Improvements				30,000
Citywide Bicycle and Ped Improvements		105,000		
Marquee Signs		350,000		
Citywide Energy Improvements		600,000		400,000
Downtown Dublin Street Grid Network		8,990		
Facilities Parking Lot Resurfacing (NEW)		500,000		500,000
Wave Water Feature Assessment (NEW)		50,000		
Waste Enclosures (NEW)		131,124		
Resiliency & Disaster Preparedness Improveme		277,000		1,375,000
Annual Steet Resurfacing/Pavement Managem		1,250,000		2,086,900
Subtotal - Undesignated	**$**	**3,401,794**	**$**	**7,101,900**
Subtotal Transfers Out to CIPs	**$**	**5,097,023**	**$**	**15,551,900**
Other Contributions/Transfers Out				
Transfer Out to ISF/Other		2,000,000		2,000,000
Subtotal - Other Contributions/Transfer Out to Other	**$**	**2,000,000**	**$**	**2,000,000**
Total - General Fund Transfers Out	**$**	**7,097,023**	**$**	**17,551,900**

DUBLIN
CALIFORNIA

General Fund Summary

	Budget FY 24-25	Forecast FY 25-26
Revenues	$128,267,303	$133,717,880
Expenditures	($109,321,048)	($112,706,775)
Operating Surplus	**$18,946,255**	**$21,011,106**
Contributions to PERS	($2,000,000)	($2,000,000)
Net Transfers In/Out	($5,097,023)	($15,551,900)
General Fund Impact	**$11,849,232**	**$3,459,206**

General Fund Reserves

RESERVE BALANCES	Actual FY 22-23	Amended FY 23-24	Budget FY 24-25	Forecast FY 25-26
Non-Spendable	$4,859	$4,859	$4,859	$4,859
Restricted	$4,324,132	$4,324,132	$4,324,132	$4,324,132
Committed	$76,016,420	$56,671,284	$57,671,284	$58,671,284
Assigned	$125,043,297	$95,713,986	$100,388,750	$91,761,750
Unassigned	$44,347,900	$47,364,002	$53,538,470	$64,624,675
Total	**$249,736,608**	**$204,078,264**	**$215,927,495**	**$219,386,700**
		Change	**$11,849,232**	**$3,459,205**

DUBLIN
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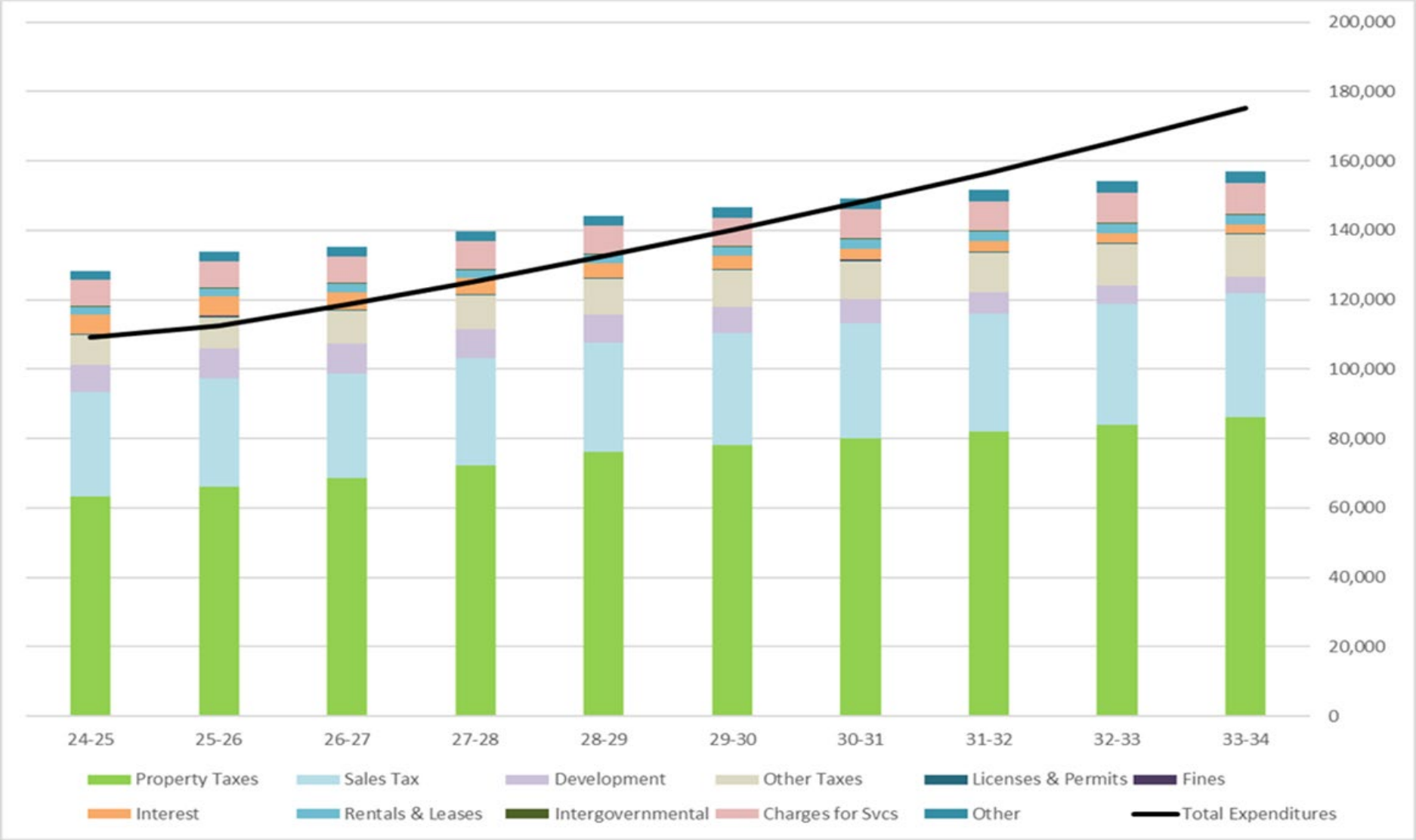
10-Year Forecast



DUBLIN
CALIFORNIA

10-Year Forecast

Revenue

- Property Tax
  - Based on HDL (Years 3 - 5 = 3.75 – 5.25%)
  - Years 5 - 10 = 2.5%
- Sales Tax
  - (2.5% Annually)
  - Reduction of $2.5 in FY 2026-27
- Development (decrease years 4 - 10)
- Interest (decrease years 3 - 10)
- Other (between 0% - 3% annually)

10-Year Forecast

Expenditures

- Personnel
  - No new positions
  - COLA: Up to 3.5% annually
  - Annual Merit up to 3.0%
  - Benefits: 5% annual increase
- Services and Supplies: 2% annually
- Internal Service Funds: 10% annually
- Contract Services: 6% annually
- Utilities: 4% annually

Staff Recommendation

Conduct the Public Hearing, deliberate, and adopt the following:

- **Resolution** Adopting a Budget for the City of Dublin for Fiscal Year 2024-25
- **Resolution** Establishing a Salary Plan for Full-Time Personnel in Accordance with the Personnel Rules
- **Resolution** Establishing a Salary Plan for Management Positions Exempt from Competitive Services
- **Resolution** Amending the Classification Plan

Thank you!

DUBLIN
CALIFORNIA

Agenda Item 6.3

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Proposed Five-Year Capital Improvement Program 2024-2029
Prepared by: Michael Boitnott, Capital Improvement Program Manager

EXECUTIVE SUMMARY:

The City Council will conduct a public hearing and consider adopting the Five-Year Capital Improvement Program which contains public capital projects proposed for Fiscal Year 2024-25 through Fiscal Year 2028-29.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the Resolution Adopting the Five-Year Capital Improvement Program 2024-2029.

FINANCIAL IMPACT:

The proposed 2024-2029 Capital Improvement Program (CIP) includes new funding for 37 projects totaling $104,891,317. Funding totals $35,019,222 and $29,438,595 for Fiscal Years 2024-25 and 2025-26, respectively. Funding appropriations are included in the CIP section of the proposed City budget for Fiscal Years 2024-25 and 2025-26.

DESCRIPTION:

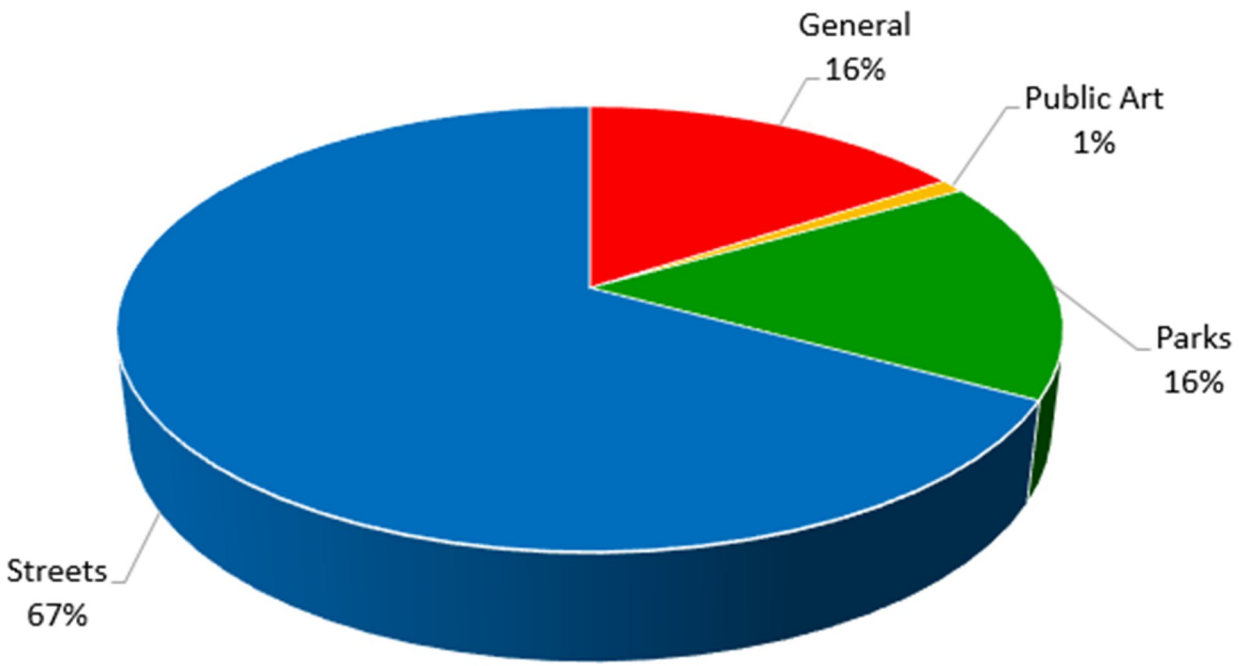
Every two years the City Council adopts the City's Five-Year Capital Improvement Program (CIP) that addresses the City's public infrastructure needs identified in the following major categories: General Improvements, Public Art, Parks, Streets, and Future Projects. The Future Projects category identifies projects outside the current CIP timeframe, for which a funding source may not yet be identified.

Capital Improvement Program Costs
The proposed 2024-2029 CIP total project cost is $104,891,317. The table and graph below summarize expenditures by category:

Table 1. Total CIP Costs by Category

Category	2024-25	2025-26	2026-27	2027-28	2028-29	Five-Year
General	$10,425,459	$3,952,000	$500,000	$1,500,000	$200,000	$16,577,459
Public Art	$500,000	$300,000	$250,000			$1,050,000
Parks	$1,943,185	$8,579,595	$150,000	$1,100,000	$5,150,000	$16,922,780
Streets	$22,150,578	$16,607,000	$14,999,500	$11,292,000	$5,292,000	$70,341,078
TOTAL	$35,019,222	$29,438,595	$15,899,500	$13,892,000	$10,642,000	$104,891,317

Figure 1. CIP Cost % by Category



Listed below are CIP projects to receive funding in Fiscal Years 2024-25 or 2025-26, with those in bold and italics indicating projects new to the program.

<u>General Improvements</u>

- Audio Visual System Upgrade (GI0421)
- Citywide Energy Improvements (GI0121)
- Civic Center Elevator Modernization (GI0001)
- Civic Center Exterior Glazing, Sealing, and Painting (GI0002)
- Civic Center Rehabilitation (GI0122)
- *Condition Assessment of Water Features (GINEW01)*
- Electric Vehicle (EV) Charging Stations (GI0219)
- *Facilities Parking Lot Resurfacing (GINEW03)*
- Library Tenant Improvements (GI0521)

- Marquee Signs (GI0124)
- Resiliency and Disaster Preparedness Improvements (GI0221)
- *Waste Enclosure Upgrades (GINEW05)*

Public Art
- Downtown Dublin (PA0123)
- *Outdoor Murals (PANEW01)*

Parks
- Downtown Dublin Town Square Park (PK0221)
- Iron Horse Nature Park and Open Space (PK0422)
- Jordan Ranch Neighborhood Square (PK0322)
- Kolb Park Renovation (PK0224)
- *Sports Courts Resurfacing (PKNEW02)*
- Sunday School Barn Improvements (PK0001)

Streets
- Annual Street Resurfacing (ST0117)
- Citywide Bicycle and Pedestrian Improvements (ST0517)
- Citywide Signal Communications Upgrade (ST0713)
- Citywide Storm Drain Improvements (ST0124)
- Downtown Dublin Street Grid Network (ST0221)
- Dublin Boulevard Extension - Fallon Road to North Canyons Parkway (ST0216)
- Dublin Ranch Street Light Improvements (ST0417)
- Golden Gate Dr. Intersection Improvements at Dublin Blvd. and St. Patrick Way (ST0423)
- Green Stormwater Infrastructure (ST0121)
- Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School (ST0119)
- Tassajara Road Realignment and Widening – Fallon Road to North City Limit (ST0116)
- Traffic Signal Re-Lamping (ST0223)
- Village Parkway Reconstruction (ST0323)

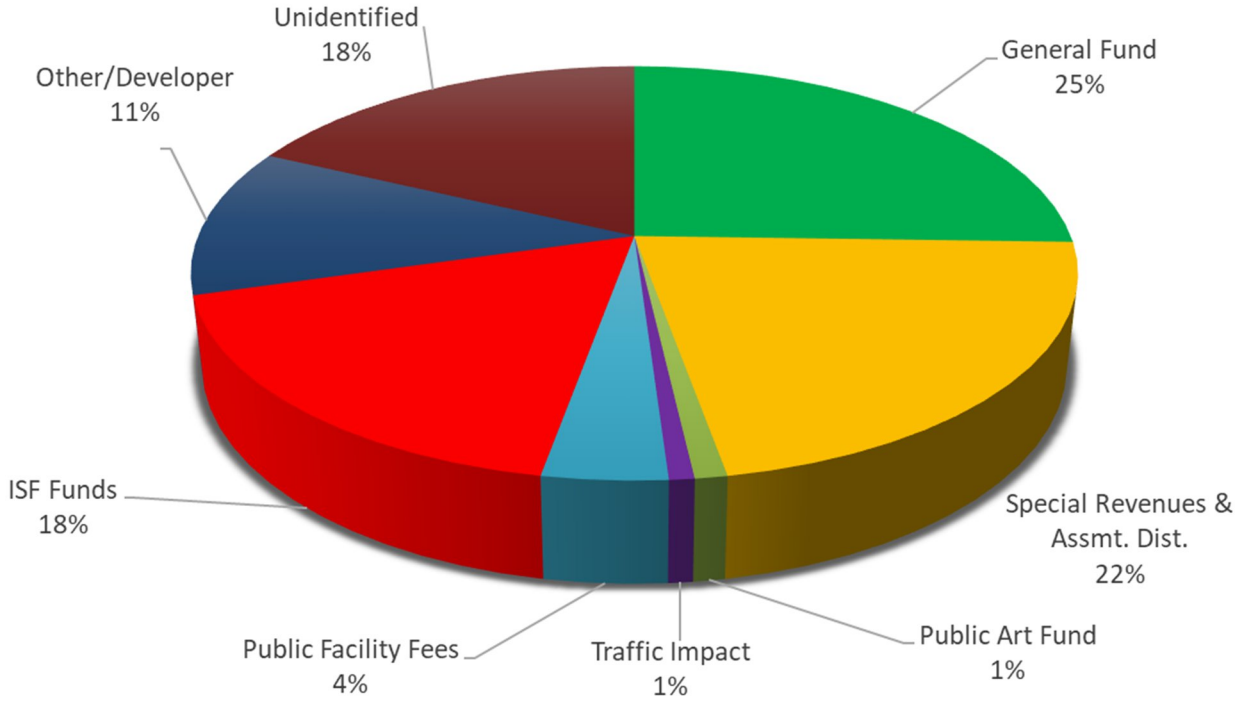
Funding Sources
Funding for the 2024-2029 CIP comes from a variety of sources, summarized in Table 2 and Figure 2 below.

Table 2. CIP Funding Sources

Category	2024-25	2025-26	2026-27	2027-28	2028-29	Five-Year
General Fund	$5,097,023	$15,551,900	$2,357,500	$1,850,000	$1,850,000	$26,706,426
Special Revenues/ Assessment District	$7,221,374	$3,840,100	$4,842,000	$3,442,000	$3,442,000	$22,787,474
Public Art Fund	$500,000	$300,000	$250,000			$1,050,000
Traffic Impact Fees	$816,320					$816,320
Public Facility Fees	$1,563,505	$2,490,941				$4,054,446
Internal Service Funds	$7,621,000	$2,277,000	$650,000	$2,600,000	$5,350,000	$18,498,000
Other (1)	$12,200,000					$12,200,000
Unidentified		$4,978,654	$7,800,000	$6,000,000		$18,778,654
TOTAL	$35,019,222	$29,438,595	$15,899,500	$13,892,000	$10,642,000	$104,891,317

(1) Other Funding includes developer- and other-agency funds, including funds from Tri-Valley Transportation Development Fees

Figure 1. CIP Funding Source %



Approximately 5% ($4.9 million) of CIP costs are funded by Public Facility Fees and Traffic Impact Fees. It is important to note that the completion of projects funded by impact fees is contingent

upon development proceeding as estimated and fees being collected as projected. The timing of projects funded by these sources may need to be reevaluated if there is a slowdown of projected development activities.

Approximately 22% ($22.8 million) of CIP costs are funded by Special Revenues and Assessment Districts. Of this amount, the primary funding sources are State Gas or Transportation Taxes and Measure BB Sales Tax.

The Internal Service Fund contribution to the CIP accounts for approximately 18% ($18.5 million) of total funding. Other Funding sources, which include improvements to be constructed by developers and the Tri-Valley Transportation Development Fee, accounts for approximately 12% ($12.2 million) of the CIP costs.

General Fund Contributions

The General Fund contribution to the CIP accounts for approximately 26% ($26.7 million) of the five-year costs, with approximately $1.18 million for proposed new projects. The following is a list of CIPs wholly or partially funded by the General Fund.

Existing Projects

- Citywide Energy Improvements - $1,000,000
- Civic Center Rehabilitation - $205,000
- Electric Vehicle (EV) Charging Stations - $70,229
- Marquee Signs - $350,000
- Resiliency and Disaster Preparedness Improvements - $1,652,000
- Downtown Dublin Town Square Park - $4,680
- Kolb Park Renovation - $2,450,000
- Sunday School Barn Improvements - $385,000
- Annual Street Resurfacing - $8,786,900
- Citywide Bicycle and Pedestrian Improvements - $105,000
- Citywide Storm Drain Improvements - $187,500
- Downtown Dublin Street Grid Network - $8,990
- Green Stormwater Infrastructure - $870,000
- Village Parkway Reconstruction - $9,450,000

Proposed New Projects

- Condition Assessment of Water Features - $50,000
- Facilities Parking Lot Resurfacing - $1,000,000
- Watse Enclosure Upgrades - $131,124

Future Projects

The total cost of all projects beyond the CIP timeframe is estimated at $215.35 million. Future projects are listed below.

General Improvements ($3,575,000)

- Corporation Yard Equipment Wash Pad

- Electric Vehicle Charging Stations (Future phase)
- Waste Enclosure Upgrades (Future phase)

Parks ($35,630,000)
- Downtown Dublin Town Square Park (Future phase)
- Sports Courts Resurfacing (Future phase)
- Dublin Sports Grounds - Phase 5 Renovation
- Croak Neighborhood Park East
- Croak Neighborhood Park West
- Emerald Glen Recreation and Aquatic Complex - Phase 2

Streets ($176,147,306)
- Downtown Dublin Street Grid Network (Future phase)
- Dublin Boulevard Extension (Unfunded portions of current project, future phases)
- City Entrance Signs
- Eastern Dublin Transportation Impact Fee Projects
- Western Dublin Transportation Impact Fee Projects

Annual Budget Impact
Some CIP projects will impact the operating budget due to on-going maintenance costs. The following is a summary of facility projects which will require annual funding from the General Fund. These expenses are related to CIP projects only; the fiscal impact is not reflective of other infrastructure improvements such as additional streets, street landscape, and street light maintenance that is necessary because of new development projects.

Table 3. Annual Operating Costs

Project	2024-25	2025-26	2026-27	2027-28	2028-29
Dublin Arts Center	$400,000	$800,000	$800,000	$800,000	$800,000
Library Tenant Improvements			$8,000	$8,000	$8,000
Situational Awareness Camera Program		$20,000	$20,000	$20,000	$20,000
Jordan Ranch Neighborhood Square		$75,000	$75,000	$75,000	$75,000
Iron Horse Nature Park & Open Space	$75,000	$150,000	$150,000	$460,000	$460,000
Wallis Ranch Community Park	$100,000	$340,000	$340,000	$340,000	$340,000
Iron Horse Tail Bridge at Doublin Blvd.	$80,000	$100,000	$100,000	$100,000	$100,000
TOTAL	$655,000	$1,485,000	$1,493,000	$1,803,000	$1,803,000

Environmental Review
The Proposed Five-Year Capital Improvement Program 2024-2029 has been reviewed under the California Environmental Quality Act and has been determined to be exempt under Section 15262 Feasibility and Planning Studies.

City Commission Review Process
The Heritage and Cultural Arts Commission reviewed Public Art and Heritage Park facility CIP

projects at its March 1, 2024 meeting. The Parks and Community Services Commission reviewed the Proposed Parks CIP projects at its May 20, 2024 meeting. The Planning Commission reviewed the proposed CIP on April 23, 2024 and made the General Plan conformity finding by Planning Commission Resolution No. 24-03 (Attachment 3).

STRATEGIC PLAN INITIATIVE:

The Five-Year Capital Improvement Program 2024-2029 reflects priorities established in the City's Two-Year Strategic Plan.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A notice was published in East Bay Times legal section and was posted on the City's website on May 25, 2024.

ATTACHMENTS:

1) Resolution Adopting the Five-Year Capital Improvement Program 2024-2029
2) Five-Year Capital Improvement Program 2024-2029
3) Planning Commission Resolution No. 24-03 Finding Conformity with the General Plan for the Fiscal Year 2024-25 and Fiscal Year 2025-26 Projects in the Five-Year Capital Improvement Program 2024-2029

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2024-2029

WHEREAS, each year the City Council adopts or updates the Five-Year Capital Improvement Program, which addresses the City's public infrastructure and facility needs in the following areas: General Improvements, Public Art, Parks, Streets, and Future Projects; and

WHEREAS, the City Manager has presented the Five-Year Capital Improvement Program 2024-2029 to the City Council on June 4, 2024; and

WHEREAS, the Planning Commission has reviewed the proposed projects included in the Five-Year Capital Improvement Program 2024-2029 and has determined the projects are in conformance with the City of Dublin General Plan; and

WHEREAS, the Parks and Community Services Commission and the Heritage and Cultural Arts Commission have reviewed the Five-Year Capital Improvement Program 2024-2029 and provided input regarding the projects within their purview.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby take the following actions:

1. The City Council of the City of Dublin does hereby adopt the Five-Year Capital Improvement Program 2024-2029; and

2. The items scheduled for implementation in Fiscal Years 2024-25 and 2025-26 shall be included in the Capital Budget of the City's Proposed Budget for Fiscal Years 2024-25 and 2025-26.

PASSED, APPROVED AND ADOPTED this 4th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

City of Dublin
CALIFORNIA

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
2024 – 2029

City of Dublin
CALIFORNIA

Dublin
All-America City
2011

Five-Year Capital Improvement Program 2024-2029

June 2024

Dr. Sherry Hu, Mayor Pro Tempore
Jean Josey, Council Member
Michael McCorriston, Council Member
Kashef Qaadri, Council Member
Submitted by: Linda Smith, City Manager
Colleen Tribby, Assistant City Manager

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HIGHLIGHTS

The following schedule provides an overview of the financial information contained in the Proposed Five-Year Capital Improvement Program 2024-2029.

The first summary schedule highlights expenditures by program area for all projects and identifies the financing category used for the projects. The following financial schedules provide information by major program area (General Improvements, Public Art, Parks, and Streets) as well as separate schedules listing unfunded or Future Projects. Additional details about each project are in the corresponding program area.

SUMMARY 2024-2029 CAPITAL IMPROVEMENT PROGRAM – ALL FUNDS

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
CATEGORY	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
General Improvements	$52,485,029	$10,425,459	$3,952,000	$500,000	$1,500,000	$200,000	$3,775,000	$72,637,488
Public Art	$1,745,150	$500,000	$300,000	$250,000				$2,795,150
Parks	$58,120,397	$1,943,185	$8,579,595	$150,000	$1,100,000	$5,150,000	$5,500,000	$80,543,177
Streets	$101,753,273	$22,150,578	$16,607,000	$14,999,500	$11,292,000	$5,292,000	$105,422,306	$277,516,657
TOTAL COSTS	**$214,103,849**	**$35,019,222**	**$29,438,595**	**$15,899,500**	**$13,892,000**	**$10,642,000**	**$114,497,306**	**$433,492,472**

SUMMARY 2024-2029 CAPITAL IMPROVEMENT PROGRAM – FINANCING

SUMMARY 2024-2029 CAPITAL IMPROVEMENT PROGRAM – ALL FUNDS

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
FINANCING	PRIOR YEARS	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
General Fund	$55,192,698	$5,097,023	$15,551,900	$2,357,500	$1,850,000	$1,850,000	$3,575,000	$85,473,857
Special Revenue	$29,729,081	$6,858,268	$3,798,100	$4,800,000	$3,400,000	$3,400,000		$51,685,449
Special Revenue Funds-Assessment Districts	$1,522,517	$42,000	$42,000	$42,000	$42,000	$42,000		$1,732,517
Public Art Fund	$1,745,150	$500,000	$300,000	$250,000				$2,795,150
Traffic Impact Fees	$26,998,827	$816,320		$2,500,000				$30,315,147
Public Facility Fees	$44,639,675	$1,563,505	$2,490,941				$4,500,000	$53,194,121
Internal Service Funds	$5,000,938	$7,621,000	$2,277,000	$650,000	$2,600,000	$5,350,000	$1,000,000	$24,498,938
Energy Improve. Lease Bond	$20,656,074							$20,656,074
Grants (Federal, State, Local)	$10,376,324	$321,106						$10,697,430
Dublin Crossing Fund	$1,000,000							$1,000,000
Other	$4,385,687	$12,200,000						$16,885,687
Developer Built	$12,857,142							$12,857,142
Unidentified			$4,978,654	$7,800,000	$6,000,000		$105,422,306	$121,700,960
TOTAL FINANCING	**$214,103,849**	**$35,019,222**	**$29,438,595**	**$15,899,500**	**$13,892,000**	**$10,642,000**	**$114,497,306**	**$433,492,472**

SUMMARY 2024-2029 CAPITAL IMPROVEMENT PROGRAM – GENERAL IMPROVEMENTS

			2024-2029 CAPITAL IMPROVEMENT PROGRAM						
PROJECT NUMBER & DESCRIPTION		PRIOR YEARS	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
GI0421	Audio Visual System Upgrade	$473,040	$771,000	$177,000					$1,421,040
GI0121	Citywide Energy Improvements	$23,014,270	$1,500,000	$1,000,000					$25,514,270
GI0001	Civic Center Elevator Modernization			$900,000					$900,000
GI0002	Civic Center Exterior Glazing, Sealing & Painting		$4,250,000						$4,250,000
GI0122	Civic Center Rehabilitation	$2,031,730	$205,000						$2,236,730
GINEW01	Condition Assessment of Water Features		$50,000						$50,000
GINEW02	Corporation Yard Equipment Wash Pad							$475,000	$475,000
GI0120	Dublin Arts Center	$14,397,035							$14,397,035
GI0123	Dublin Standard Plans & Details Update	$142,500							$142,500
GI0219	Electric Vehicle (EV) Charging Stations	$230,000	$197,459					$300,000	$727,459
GI0223	Exterior Painting at Various City Facilities	$785,000							$785,000
GINEW03	Facilities Parking Lot Resurfacing		$500,000	$500,000					$1,000,000
GI0319	Financial System Replacement	$2,515,000							$2,515,000
GI0224	Irrigation System Upgrades	$1,840,000							$1,840,000
GI0117	IT Infrastructure Improvement	$1,243,600							$1,243,600
GI0521	Library Tenant Improvements	$2,835,665	$2,000,000						$4,835,665
GI0124	Marquee Signs	$495,000	$350,000						$845,000
GI0323	Municipal Fiber	$140,000							$140,000
GI0221	Resiliency and Disaster Preparedness Imp.	$1,102,189	$277,000	$1,375,000					$2,754,189
GI0423	Roof Replacement at Various City Facilities	$655,000							$655,000
GINEW04	Shannon Community Center Play Yard						$200,000		$200,000
GI0523	Situational Awareness Camera Program	$585,000							$585,000
GINEW05	Waste Enclosure Upgrades		$325,000					$2,800,000	$3,125,000
GINEW06	The Wave Pool Replastering				$500,000	$1,500,000			$2,000,000
TOTAL COSTS		**$52,485,029**	**$10,425,459**	**$3,952,000**	**$500,000**	**$1,500,000**	**$200,000**	**$3,575,000**	**$72,637,488**

			2024-2029 CAPITAL IMPROVEMENT PROGRAM						
FINANCING		PRIOR YEARS	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
1001	General Fund	$7,755,149	$1,908,124	$2,275,000				$3,575,000	$15,513,273
1101	General Fund Designated Reserves	$9,301,527	$275,229						$9,576,756
2207	Transportation for Clean Air	$18,000							$18,000
2705	Street Light District East Dublin 1999-1	$860,776							$860,776
2811	Cable TV Facilities		$300,000						$300,000
2920	Federal Grants - General		$127,230						$127,230
2921	State Grant General	$1,380,000	$193,876						$1,573,876
4100	Public Facility Fees	$7,634,865							$7,634,865
6205	Internal Service Fund - Facilities Replacement	$3,073,638	$7,150,000	$1,500,000	$500,000	$1,500,000	$200,000		$13,923,638
6305	Internal Service Fund - Equipment	$655,000							$655,000
6605	IT Fund	$1,150,000	$471,000	$177,000					$1,798,000
7102	Energy Improve. Lease Bond	$20,656,074							$20,656,074
TOTAL FINANCING		**$52,485,029**	**$10,425,459**	**$3,952,000**	**$500,000**	**$1,500,000**	**$200,000**	**$3,575,000**	**$72,637,488**

SUMMARY 2024-2029 CAPITAL IMPROVEMENT PROGRAM – PUBLIC ART

			2024-2029 CAPITAL IMPROVEMENT PROGRAM						
PROJECT NUMBER & DESCRIPTION		PRIOR YEAR	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
PA0121	Camp Parks Sign	$500,450							$500,450
PA0123	Downtown Dublin	$650,000	$300,000	$300,000	$250,000				$1,500,000
PA0222	Heritage Park	$594,700							$594,700
PANEW01	Outdoor Murals		$200,000						$200,000
TOTAL COSTS		**$1,745,150**	**$500,000**	**$300,000**	**$250,000**				**$2,795,150**

FINANCING									
2801	Public Art Fund	$1,745,150	$500,000	$300,000	$250,000				$2,795,150
TOTAL FINANCING		**$1,745,150**	**$500,000**	**$300,000**	**$250,000**				**$2,795,150**

SUMMARY 2024-2029 CAPITAL IMPROVEMENT PROGRAM – PARKS

			2024-2029 CAPITAL IMPROVEMENT PROGRAM						
PROJECT NUMBER & DESCRIPTION		PRIOR YEARS	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
PK0122	Alamo Creek Park and Assessment District - Fence Replacement	$850,000							$850,000
PK0115	Don Biddle Community Park	$24,824,005							$24,824,005
PK0221	Downtown Dublin Town Square Park	$106,885	$4,680					$4,500,000	$4,611,565
PK0002	Dublin Sports Grounds Rehabilitation				$150,000	$600,000	$2,900,000		$3,650,000
PKNEW01	Fallon Sports Park - Artificial Turf Field Replacement						$2,250,000		$2,250,000
PK0119	Fallon Sports Park - Phase 3	$9,623,000							$9,623,000
PK0422	Iron Horse Nature Park and Open Space	$5,403,000	$1,463,505	$5,269,595					$12,136,100
PK0322	Jordan Ranch Neighborhood Square	$2,798,947	$350,000						$3,148,947
PK0224	Kolb Park Renovation	$450,000		$2,450,000					$2,900,000
PK0124	Parks Playground Replacement	$1,109,560							$1,109,560
PK0123	Persimmon Drive Pedestrian Path Rehabilitation	$195,000							$195,000
PK0321	Restrooms Replacement	$1,000,000							$1,000,000
PKNEW02	Sports Courts Resurfacing			$600,000		$500,000		$1,000,000	$2,100,000
PK0001	Sunday School Barn Improvements		$125,000	$260,000					$385,000
PK0421	Wallis Ranch Community Park	$11,760,000							$11,760,000
TOTAL COSTS		**$58,120,397**	**$1,943,185**	**$8,579,595**	**$150,000**	**$1,100,000**	**$5,150,000**	**$5,500,000**	**$80,543,177**

FINANCING		PRIOR YEARS	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
			2024-2029 CAPITAL IMPROVEMENT PROGRAM						
1001	General Fund	$3,169,445	$129,680	$2,710,000					$6,009,125
1101	General Fund Designated Reserves	$2,200,000							$2,200,000
2215	Measure BB Sales Tax – Bike & Ped. Fund (ACTC)		$250,000						$250,000
2403	State Park Grant	$2,294,000							$2,294,000
2703	Landscape District Dougherty 1986-1	$400,000							$400,000
2704	Landscape District Santa Rita 1997-1	$195,000							$195,000
4100	Public Facility Fees	$37,004,810	$1,563,505	$2,490,941				$4,500,000	$45,559,256
6205	Internal Service Fund - Facilities Replacement			$600,000	$150,000	$1,100,000	$5,150,000	$1,000,000	$8,000,000
9998	Unidentified			$2,778,654					$2,778,654
9999	Developer Built	$12,857,142							$12,857,142
TOTAL FINANCING		**$58,120,397**	**$1,943,185**	**$8,579,595**	**$150,000**	**$1,100,000**	**$5,150,000**	**$5,500,000**	**$80,543,177**

SUMMARY 2024-2029 CAPITAL IMPROVEMENT PROGRAM – STREETS

PROJECT NUMBER & DESCRIPTION		PRIOR YEARS	2024-2029 CAPITAL IMPROVEMENT PROGRAM					FUTURE YEARS	TOTAL
			2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029		
ST0815	Amador Plaza Road Bicycle and Pedestrian Imp.	$1,413,649							$1,413,649
ST0117	Annual Street Resurfacing	$15,530,538	$4,500,000	$4,500,000	$4,500,000	$4,500,000	$4,500,000		$38,030,538
ST0319	City Entrance Monument Signs	$485,000							$485,000
ST0517	Citywide Bicycle and Pedestrian Improvements	$4,655,372	$1,788,228	$750,000	$750,000	$750,000	$750,000		$9,443,600
ST0713	Citywide Signal Communications Upgrade	$4,260,387	$825,040						$5,085,427
ST0124	Citywide Storm Drain Improvements	$30,000		$30,000	$157,500				$217,500
ST0221	Downtown Dublin Street Grid Network	$219,030	$8,990					$21,200,000	$21,428,020
ST0216	Dublin Boulevard Extension - Fallon Road to North Canyons Parkway	$30,741,712	$11,200,000					$84,222,306	$126,164,018
ST0417	Dublin Ranch Street Light Improvements	$66,741	$42,000	$42,000	$42,000	$42,000	$42,000		$276,741
ST0423	Golden Gate Drive Intersection Improvements at Dublin Boulevard and St. Patrick Way	$135,320	$816,320		$3,500,000				$4,451,640
ST0121	Green Stormwater Infrastructure	$3,289,063	$420,000		$450,000				$4,159,063
ST0118	Iron Horse Trail Bridge at Dublin Boulevard	$14,004,439							$14,004,439
ST0218	San Ramon Road Landscape Renovation	$239,065							$239,065
ST0514	San Ramon Road Trail Lighting	$173,461							$173,461
ST0119	Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School	$13,500,000	$500,000						$14,000,000
ST0116	Tassajara Road Realignment and Widening - Fallon Road to North City Limit	$11,777,416	$1,000,000						$12,777,416
ST0123	Traffic Signal and Roadway Safety Improvements	$170,000							$170,000
ST0223	Traffic Signal Re-Lamping	$512,080		$135,000					$647,080
ST0323	Village Parkway Reconstruction	$550,000	$1,050,000	$11,150,000	$5,600,000	$6,000,000			$24,350,000
TOTAL COSTS		**$101,753,273**	**$22,150,578**	**$16,607,000**	**$14,999,500**	**$11,292,000**	**$5,292,000**	**$105,422,306**	**$277,516,657**

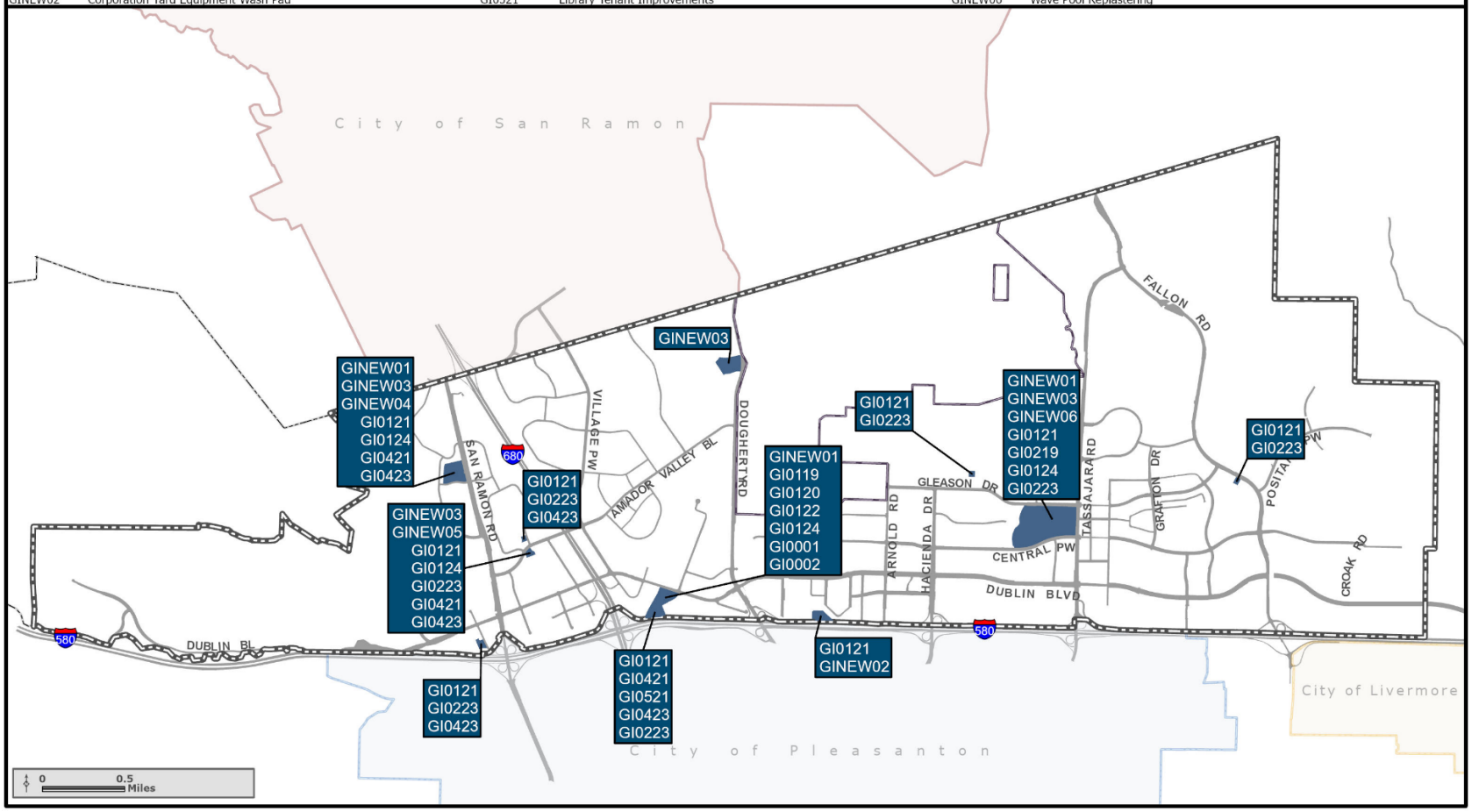
FINANCING		PRIOR YEARS	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
			2024-2029 CAPITAL IMPROVEMENT PROGRAM						
1001	General Fund	$9,642,788	$1,363,990	$2,116,900	$1,907,500	$1,850,000	$1,850,000		$18,731,178
1101	General Fund Designated Reserves	$23,123,525	$1,420,000	$8,450,000	$450,000				$33,443,525
2201	State Gas Tax	$7,818,041	$750,000	$723,100	$850,000	$650,000	$650,000		$11,441,141
2202	Federal Transportation Grant								
2203	Transportation Development Act	$210,000							$210,000
2204	Measure B Sales Tax - Local Streets Fund (ACTC)	$3,131,619							$3,131,619
2205	Measure B Sales Tax - Bike & Ped. Fund (ACTC)	$842,900							$842,900
2206	State Transportation Improvement								
2207	Transportation for Clean Air	$936,190							$936,190
2212	Vehicle Registration Fee (ACTC)	$1,738,356	$35,040						$1,773,396
2214	Measure BB Sales Tax - Local Streets Fund (ACTC)	$5,187,620	$2,080,000	$550,000	$1,050,000	$250,000	$250,000		$9,367,620
2215	Measure BB Sales Tax - Bike & Ped. Fund (ACTC)	$1,366,372	$698,228	$275,000	$650,000	$250,000	$250,000		$3,489,600
2216	Measure B Grants	$82,500							$82,500
2217	Measure BB Grants	$6,619,824							$6,619,824
2218	Measure RR	$1,500,000							$1,500,000
2220	Road Maint. & Rehab Account (RMRA)	$6,819,983	$2,745,000	$2,250,000	$2,250,000	$2,250,000	$2,250,000		$18,564,983
2304	Local Recycling Programs	$160,000							$160,000
2705	Street Light District East Dublin 1999-1	$66,741	$42,000	$42,000	$42,000	$42,000	$42,000		$276,741
4300	Eastern Dublin Transportation Impact Fee	$13,328,260							$13,328,260
4303	Traffic Impact Fee - Category 3	$409,263							$409,263
4304	Western Dublin Transportation Impact Fee	$1,747,969	$816,320						$2,564,289
4305	Traffic Impact Fee - Dougherty Valley	$5,464,338							$5,464,338
4306	Tri-Valley Transportation Development Fee	$6,003,017							$6,003,017
4309	Mitigation Contributions	$45,980							$45,980
4401	Dublin Crossing Development Fee	$1,000,000							$1,000,000
6305	Internal Service Fund - Equipment	$122,300							$122,300
9901	Other County Reimbursement	$2,335,687							$2,335,687
9997	Other	$2,050,000	$12,200,000						$14,250,000
9998	Unidentified			$2,200,000	$7,800,000	$6,000,000		$105,422,306	$121,422,306
TOTAL FINANCING		**$101,753,273**	**$22,150,578**	**$16,607,000**	**$14,999,500**	**$11,292,000**	**$5,292,000**	**$105,422,306**	**$277,516,657**

GENERAL IMPROVEMENTS

LOCATION MAP

GENERAL IMPROVEMENTS

CIP Number	CIP Name	CIP Number	CIP Name	CIP Number	CIP Name
GI0421	Audio Visual System Upgrade	GI0120	Cultural Arts Center	GI0124	Marquee Signs
GI0121	Citywide Energy Improvements (Various Locations)	GI0123	Dublin Standard Plans & Details Update	GI0323	Municipal Fiber
GI0001	Civic Center Elevator Modernization	GI0219	Electric Vehicle (EV) Charging Stations	GI0221	Resiliency and Disaster Preparedness Improvements (Various Locations)
GI0002	Civic Center Exterior Sealing & Painting	GI0223	Exterior Painting at Various City Facilities	GI0423	Roof Replacement at Various City Facilities
GI0119	Civic Center HVAC and Roof Replacement	GINEW03	Facilities Parking Lot Resurfacing	GINEW04	Shannon Community Center Play Yard
GI0122	Civic Center Rehabilitation	GI0319	Financial System Replacement	GI0523	Situational Awareness Camera Program (Various Locations)
GINEW01	Condition Assessment of Water Features	GI0117	IT Infrastructure Improvement (Various Locations)	GINEW05	Waste Enclosures Upgrades
GINEW02	Corporation Yard Equipment Wash Pad	GI0521	Library Tenant Improvements	GINEW06	Wave Pool Replastering



Number – GI0421 **AUDIO VISUAL SYSTEM UPGRADE** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of the audio visual-system upgrades in the Ambrose Hall and adjoining conference room at the Shannon Community Center, the Alamilla Springs Ballroom at the Senior Center, the Program Room at the Dublin Library, the Emergency Operations Center, and the Bray Community Room. These upgrades will include replacement of equipment to improve the service quality for rentals, meetings, corporate events, and staff use. In addition to those major staff/public AV facilities, smaller, citywide staff conference room hardware will be modernized, replaced, and/or updated. All these upgrades will bring the City's audio-visual systems up to current industry standards and ADA compliance.

PROJECT TIMELINE: The project is currently in design and construction is anticipated to start in 2024.

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ANNUAL OPERATING IMPACT: $20,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$23,224							$23,224
9200 – Contract Services	$107,026	$330,000	$67,000					$504,026
9500 – Miscellaneous		$128,000	$30,000					$158,000
9600 – Equipment	$342,790	$313,000	$80,000					$735,790
TOTAL	**$473,040**	**$771,000**	**$177,000**					**$1,421,040**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$473,040							$473,040
2811 – Cable TV Facilities		$300,000						$300,000
6605 – IT Fund		$471,000	$177,000					$648,000
TOTAL	**$473,040**	**$771,000**	**$177,000**					**$1,421,040**

PROJECT DESCRIPTION

This project provides for the planning (Investment Grade Audit), design, and construction of various energy upgrades, efficiency improvements, lighting upgrades, energy generation, solar photovoltaic (PV) systems, and energy storage projects at facilities, parks, street rights-of-way, and other City-owned property. The project includes lighting and controls upgrades at Mape Memorial Park, Alamo Creek Park, Ted Fairfield Park, Bray Commons Park, Dolan Park, Emerald Glen Park, Fallon Sports Park, Heritage Park, and Shannon Park, as well as interior and exterior building lighting and controls upgrades at the Library, Corp Yard, Heritage Park and Museums facilities, Shannon Community Center, Fire Stations 16, 17, and 18, and The Wave. The conversion of approximately 1,626 streetlights in the East Ranch Street Light Assessment District (1999-1) to LED is also included. There will be various mechanical, HVAC and controls upgrades at the following facilities: Library, Senior Center, Heritage Park and Museums, The Wave, and Fire Stations 16, 17, and 18.

Renewable, resiliency, and disaster preparedness improvements to prepare for future PG&E Public Safety Power Shutoff events and other emergency events will be provided with back-up generators at the Library, Shannon Community Center, Civic Center, Fire Stations 16, 17, and 18, while battery back-up or hydrogen fuel cell resiliency will be provided at 22 major street intersections throughout the city. Solar PV and EV charging will be provided at Dublin Sports Grounds and Public Safety Complex. Solar PV with battery energy storage systems will be provided at the Civic Center, The Wave, Corp Yard, and Senior Center. Solar PV will be provided at the Library, Fallon Sports Park, and Fire Stations 17 and 18. The new solar PV and replacement HVAC systems on the Library roof require a portion of the roof to be replaced, and to support the additional solar PV canopies at the Civic Center, portions of the parking lot will be reconfigured.

PROJECT TIMELINE: The project is currently in various stages of design or construction. Construction is anticipated to be completed in 2027.

ANNUAL OPERATING IMPACT: $85,000 (net of savings achieved through reduced energy consumption and maintenance)

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$34,406	$30,000	$20,000					$84,406
9200 – Contract Services	$212,514	$150,000	$50,000					$412,514
9400 – Improvements	$22,766,850	1,320,000	$930,000					$25,016,850
9500 – Miscellaneous	$500							$500
TOTAL	**$23,014,270**	**$1,500,000**	**$1,000,000**					**$25,514,270**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$1,497,420	$600,000	$400,000					$2,497,420
2705 – Street Light Dist East Dublin 1999-1	$860,776							$860,776
7102 – Energy Improv. Lease Bond	$20,656,074							$20,656,074
6205 – Internal Service Funds – Facilities		$900,000	$600,000					$1,500,000
TOTAL	**$23,014,270**	**$1,500,000**	**$1,000,000**					**$25,514,270**

Number – GI0001 **CIVIC CENTER ELEVATOR MODERNIZATION** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project will provide for the design and construction to upgrade the three existing elevators located within Civic Center. Most elevators are built to provide about 30 to 40 years of service. The modernization process will include upgrading the critical parts of the elevators in order for them to accommodate new technology, have better performance, less energy consumption, and improved safety. This upgrade will also include the replacement of the interior panels and controls within the elevator cars.

PROJECT TIMELINE: This project will begin in 2026.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits			$24,960					$24,960
9200 – Contract Services			$100,040					$100,040
9400 – Improvements			$750,000					$750,000
9600 – Equipment			$25,000					$25,000
TOTAL			**$900,000**					**$900,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
6205 – Internal Service Funds – Facilities			$900,000					$900,000
TOTAL			**$900,000**					**$900,000**

Number – GI0002	CIVIC CENTER EXTERIOR GLAZING, SEALING & PAINTING	Program – GENERAL IMPROVEMENTS

PROJECT DESCRIPTION

This project will provide for design and construction for the sealing of the exterior natural stone veneer, concrete masonry block, reinstallation and replacement of the glazing in the window systems, and replacement of the caulked joints in the architectural metal panels and stonework at Civic Center. The work on the Dublin Art Center "DAC" side of Civic Center will be done in conjunction with the DAC improvements. The project will also paint the accent trim colors inside City Hall and the exterior surfaces of the building that are not stone or architectural panels. Buildings should be sealed approximately every 10 years and caulking replaced every 30 years to maintain the exterior's appearance and to prevent damage caused by moisture infiltration.

PROJECT TIMELINE: The project is currently in design. Construction will begin in 2024.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits		$150,000						$150,000
9200 – Contract Services		$450,000						$450,000
9400 – Improvements		$3,650,000						$6,650,000
TOTAL		**$4,250,000**						**$4,250,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
6205 – Internal Service Fund – Facilities		$4,250,000						$4,250,000
TOTAL		**$4,250,000**						**$4,250,000**

Number – GI0122 | **CIVIC CENTER REHABILITATION** | **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of various rehabilitation and renovation projects at the Civic Center. Projects may include: renovation of all restrooms, showers, kitchenettes, and the employee break room; modifications to conference rooms; lighting and ceiling replacement; site improvements to the parking lot area and surrounding walkways of the Civic Center; plaza and landscaping improvements; building security evaluation and upgrades; repainting; and Americans with Disabilities Act (ADA) and Code upgrades. Interior repainting in select areas was completed during construction of the Civic Center HVAC and Roof Replacement project, and minor parking lot and walkway improvements are anticipated to be designed and constructed in conjunction with the Dublin Arts Center project. This project also includes the partitioning of three spaces into six on the second floor of the Civic Center.

This project is funded by General Fund Reserves. Other potential funding sources for the building security upgrades may include Federal and State public safety grants.

PROJECT TIMELINE: The project is currently in various stages of design or construction.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$80,140							$80,140
9200 – Contract Services	$511,590	$100,000						$611,590
9400 – Improvements	$1,425,000	$100,000						$1,525,000
9500 – Miscellaneous	$15,000	$5,000						$20,000
TOTAL	**$2,031,730**	**$205,000**						**$2,236,730**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1101 – General Fund Designated Reserves	$2,031,730	$205,000						$2,236,730
TOTAL	**$2,031,730**	**$205,000**						**$2,236,730**

Number – GINEW01 **CONDITION ASSESSMENT OF WATER FEATURES** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project is a comprehensive condition assessment for outdoor water features including fountains and splash pads at Civic Center, Shannon Center, Emerald Glen Park, Senior Center, and Devany Square. Examine the structural integrity, plumbing systems, water quality, and overall functionality. Through detailed inspections and evaluations, potential issues such as wear and tear, corrosion, or outdated technology can be identified. Following this assessment, a strategic project can be developed to address the findings. This may include developing plans for either replacing the existing water features with modern and sustainable designs, incorporating advanced water circulation systems, or transitioning the spaces into landscaped areas or alternative features that align with the evolving needs and preferences of the community.

PROJECT TIMELINE: The project will begin in 2025.

ANNUAL OPERATING IMPACT: To be determined.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits		$5,000						$5,000
9200 – Contract Services		$45,000						$45,000
TOTAL		**$50,000**						**$50,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund		$50,000						$50,000
TOTAL		**$50,000**						**$50,000**

Number – GINEW02	CORPORATION YARD EQUIPMENT WASH PAD	Program – GENERAL IMPROVEMENTS

PROJECT DESCRIPTION

This project will provide for design and construction of a vehicle and equipment wash pad at the Corporation Yard. The wash pad would capture wash water and solid wastes separate the fluids from solids filter the and filter the fluids prior to discharge or storage for reuse. The wash pad will reduce water usage and ensure equipment is maintained using best management practices required by the Municipal Regional Stormwater Permit and EPA.

PROJECT TIMELINE: The project will begin in 2030.

ANNUAL OPERATING IMPACT: To be determined.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits							$35,000	$35,000
9200 – Contract Services							$125,000	$125,000
9400 – Improvements							$315,000	$315,000
TOTAL							**$475,000**	**$475,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund							$475,000	$475,000
TOTAL							**$475,000**	**$475,000**

Number – GI0120	DUBLIN ARTS CENTER	Program – GENERAL IMPROVEMENTS

PROJECT DESCRIPTION

This project provides for the design and improvements of an approximately 13,000-square-foot Cultural Arts Center on the first floor of the Civic Center, which was formerly occupied by Dublin Police Services. The Parks & Recreation Master Plan identifies a Cultural Arts Center that would serve as a multi-use facility that affords cultural, educational, and social opportunities for the community. The Cultural Arts Center will include: an Art gallery, Black Box theater space; multi-purpose art and music classrooms; a dance studio; and restrooms. The project also provides for the replacement of the heating, ventilation, and air conditioning (HVAC) systems, HVAC controls, roof replacement, major upgrades to the main telecommunication room, and the relocation of the Parks and Community Services Department offices to the second floor of the Dublin Arts Center.

PROJECT TIMELINE: The project is currently under construction and is anticipated to be completed in 2025.

ANNUAL OPERATING IMPACT: $800,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$199,945							$199,945
9200 – Contract Services	$3,678,519							$3,678,519
9400 – Improvements	$9,700,317							$9,700,317
9500 – Miscellaneous	$18,254							$18,254
9600 – Equipment	$800,000							$800,000
TOTAL	**$14,397,035**							**$14,397,035**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1101 – General Fund Designated Reserves	$6,964,197							$6,964,197
4100 – Public Facility Fees	$5,889,200							$5,889,200
6205 – Internal Service Fund – Facilities	$1,543,638							$1,543,638
TOTAL	**$14,397,035**							**$14,397,035**

Number – GI0123 **DUBLIN STANDARD PLANS & DETAILS UPDATE** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project will update the City's Standard Plans, Details and Specifications utilized by the Public Works Department for design and construction of public improvements within the City's right-of-way and properties. These Standards are necessary for consistency to provide guidance to designers, and to specify the current requirements for public infrastructure to be constructed and maintained by the City. The Standards require periodic update and revision to be aligned with current industry practice, changes in materials and construction methods, as well as to be compliant with local, State, and federal goals and requirements, such as the Storm Water Municipal Regional Permit and accessibility requirements of the ADA.

PROJECT TIMELINE: The project is currently in the plan review and is anticipated to be completed in 2025.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$15,392							$15,392
9200 – Contract Services	$124,608							124,608
9500 – Miscellaneous	$2,500							$2,500
TOTAL	**$142,500**							**$142,500**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$142,500							$142,500
TOTAL	**$142,500**							**$142,500**

Number – GI0219 **ELECTRIC VEHICLE (EV) CHARGING STATIONS** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project provides for the design and construction of at least two electric vehicle (EV) charging spaces at The Wave at Emerald Glen Park and the underground infrastructure for future expansion. Additionally, two direct-current (DC) EV fast chargers will be installed at the Dublin Sports Grounds. In future years, the project could provide for design and construction of EV charging spaces at other City facilities. Staff will apply for grant funding for the charging units; agencies typically fund conduits, wiring, and electrical panel upgrades as local/match contribution to grant funding.

The City received an Energy Efficiency Conservation Block Grant from the U.S. Department of Energy, which partially funded the installation of the two DC EV fast chargers at the Dublin Sports Grounds.

PROJECT TIMELINE: Installation of the EV charges at The Wave is complete, and Dublin Sports Grounds is anticipated to be completed in 2024.

ANNUAL OPERATING IMPACT: $1,500

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$12,620						$15,000	$27,620
9200 – Contract Services	$30,211						$75,000	$105,211
9400 – Improvements	$92,181	$197,459					$110,000	$399,640
9200 – Miscellaneous	$881							$881
9600 – Equipment	$94,107						$100,000	$194,107
TOTAL	**$230,000**	**$197,459**					**$300,000**	**$727,459**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1101 – General Fund Designated Reserves	$212,000	$70,229						$282,229
1001 – General Fund							$300,000	$300,000
2207 – Transportation for Clean Air	$18,000							$18,000
2920 – Federal Grants - General		$127,230						$127,230
TOTAL	**$230,000**	**$197,459**					**$300,000**	**$727,459**

Number – GI0223 **EXTERIOR PAINTING AT VARIOUS CITY FACILITIES** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project provides for the design and construction to paint the exterior and make minor repairs at various City facilities. Buildings should be painted approximately every 10 years to maintain the structures' appearance and to prevent damage caused by moisture infiltration. This project will include work at the following locations: Heritage Museum, Old St. Raymond's Church, Kolb House, Senior Center, Fire Stations 16, 17, and 18, The Wave, and the Library.

PROJECT TIMELINE: The project is currently in design. Construction will begin in 2024.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$29,952							$29,952
9200 – Contract Services	$150,048							$150,048
9400 – Improvements	$605,000							$605,000
TOTAL	**$785,000**							**$785,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
6205 – Internal Service Funds - Facilities	$785,000							$785,000
TOTAL	**$785,000**							**$785,000**

Number – GINEW03 **FACILITIES PARKING LOT RESURFACING** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project provides for the design and construction to resurface parking lots at various City facilities and make renovations to accommodate the newest ADA and parking lot standards. This project will include work at the following locations: Shannon Community Center, Emerald Glen Park, Senior Center, and Alamo Creek Park.

PROJECT TIMELINE: The project will start design in 2024 and will be incorporated into the Fiscal Year 2025-26 annual street resurfacing projects.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits		$20,000	$20,000					$40,000
9200 – Contract Services		$140,000	$140,000					$280,000
9400 – Improvements		$340,000	$340,000					$680,000
TOTAL		**$500,000**	**$500,000**					**$1,000,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund		$500,000	$500,000					$1,000,000
TOTAL		**$500,000**	**$500,000**					**$1,000,000**

Number – GI0319 **FINANCIAL SYSTEM REPLACEMENT** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project provides for the replacement of the City's Enterprise Resource Planning (ERP) system and other related technological projects that support the City Council's initiative to "Become a 24/7 City Hall to Enhance Resident and Business Engagement." These include the OpenGov financial transparency software and upgrades to the City's Laserfiche document management software.

The City's ERP system serves as the primary software platform for Finance, Human Resources, Public Works, Community Development, and all other core transactions. The outgoing system was implemented in Fiscal Year 2008-09 and has reached the end of its 10-year lifespan.

PROJECT TIMELINE: The implementation started in spring 2021. The Finance Module went live in July 2022, the Human Resources and Payroll modules went live in April 2023, and the Permitting and Licensing modules are projected to go live in July 2024. The complete transition to the new ERP system is expected in Fiscal Year 2024-25, with technical configuration and training continuing throughout the year.

ANNUAL OPERATING IMPACT: $240,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9200 – Contract Services	$1,002,679							$1,002,679
9500 – Miscellaneous	$500							$500
9600 – Equipment	$1,511,821							$1,511,821
TOTAL	**$2,515,000**							**$2,515,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$1,860,000							$1,860,000
6305 – Internal Service Fund - Equipment	$655,000							$655,000
TOTAL	**$2,515,000**							**$2,515,000**

Number – GI0224 **IRRIGATION SYSTEM UPGRADES** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This 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 up to 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 ongoing operation of the system.

The $1.38 million identified as "State Grant" is from the State of California - Department 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.

PROJECT TIMELINE: The project is currently in design. Controller replacement will start in 2025.

ANNUAL OPERATING IMPACT: $45,000 (projected to be offset in savings in water utility costs)

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	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	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	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**

Number – GI0117	IT INFRASTRUCTURE IMPROVEMENT	Program – GENERAL IMPROVEMENTS

PROJECT DESCRIPTION

This project allows for the replacement and upgrade of aging network hardware as well as the implementation of centralized Information Technology management tools that will increase efficiency in City operations.

PROJECT TIMELINE: This project is ongoing. Equipment will be replaced as it reaches the end of its useful life.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9200 – Contract Services	$302,886							$302,886
9400 – Improvements	$273,644							$273,644
9500 – Miscellaneous	$678							$678
9600 – Equipment	$666,391							$666,391
TOTAL	**$1,243,600**							**$1,243,600**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1101 – General Fund Designated Reserves	$93,600							$93,600
6605 – IT Fund	$1,150,000							$1,150,000
TOTAL	**$1,243,600**							**$1,243,600**

Number – GI0521 **LIBRARY TENANT IMPROVEMENTS** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project provides for the design and construction of tenant improvements to the Dublin Library, including completion of 5,150 square feet of currently unoccupied space within the library building. The 37,000 square-foot library building was completed in Fiscal Year 2002-03, however only 30,000 square feet was occupied. In Fiscal Year 2016-17, a tenant improvement project was completed which opened an additional 1,850 square feet of space adjacent to the children's area. This project will open the remaining 5,150 square feet of building area for library and community use. Improvements will include: a large flex space; new small group study rooms; expansion of the children's area; modification of shelving and fixtures; carpet replacement; repainting; and the refurbishing of select systems and interior surfaces.

PROJECT TIMELINE: Planning and preliminary design began in Fiscal Year 2023-24 and schematic design started in 2024. Construction is anticipated to begin in 2025.

ANNUAL OPERATING IMPACT: $8,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$62,510	140,000						$202,510
9200 – Contract Services	$492,885	$560,000						$1,052,885
9400 – Improvements	$2,260,270	$1,300,000						$3,560,270
9500 – Miscellaneous	$20,000							$20,000
TOTAL	**$2,835,665**	**$2,000,000**						**$4,835,665**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
4100 – Public Facility Fees	$1,745,665							$1,745,665
6205 – Internal Service Fund – Facilities	$90,000	$2,000,000						$2,090,000
1001 – General Fund	$1,000,000							$1,000,000
TOTAL	**$2,835,665**	**$2,000,000**						**$4,835,665**

Number – GI0124	MARQUEE SIGNS	Program – GENERAL IMPROVEMENTS

PROJECT DESCRIPTION

This project will provide for the design and construction to replace the digital signage display components at the Shannon Community Center and the Senior Center, as well as the addition of a double-sided marquee sign at Civic Center and along Tassajara Road at Emerald Glen Park or at the future Event Center at the DC. Digital signage typically has a service life of approximately 10 years. The project will also standardize the digital signage operating system to allow the signage to be controlled from multiple facilities.

PROJECT TIMELINE: The project is currently in the planning phase. Construction is anticipated to begin in 2025.

ANNUAL OPERATING IMPACT: $5,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$20,072	$10,000						$30,072
9200 – Contract Services	$74,928	$40,000						$114,928
9400 – Improvements	$375,000	$300,000						$675,000
9500 – Equipment	$25,000							$25,000
TOTAL	**$495,000**	**$350,000**						**$845,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$495,000	$350,000						$845,000
TOTAL	**$495,000**	**$350,000**						**$845,000**

Number – GI0323	MUNICIPAL FIBER	Program – GENERAL IMPROVEMENTS

PROJECT DESCRIPTION

This project provides for the planning, design, and construction to improve and extend the existing City Information Technology fiber optic network cabling and infrastructure by laying the foundation for future high speed networking capability and improve existing City facilities' networking speed and reliability by interconnecting City facilities from Civic Center to Heritage Park and Museums, Shannon Community Center, Senior Center, and the Corp Yard. An approximate 13-mile loop is anticipated to connect these facilities. This project will also assist in improving Traffic Operations with faster fiber optic networks that support smart and adaptive traffic software. Additionally, Dublin Police Services' ability and effectiveness in crime prevention will be enhanced with faster connections to the situational awareness cameras, license plate readers, and major intersection video streaming. Lastly, this project will improve Citywide Wi-Fi access, performance, and security.

The project will include the development of a five-year fiber optic master plan and feasibility study, which will assess the existing City network infrastructure and the required build out.

PROJECT TIMELINE: The preliminary planning phase began in 2022 with identifying the locations citywide of existing infrastructure. The project is currently in the planning phase. A Request for Proposals will be issued in 2024 for master plan consulting services.

ANNUAL OPERATING IMPACT: To be determined.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$20,800							$20,800
9200 – Contract Services	$119,200							$119,200
TOTAL	$140,000							$140,000

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$140,000							$140,000
TOTAL	$140,000							$140,000

Number – GI0221	RESILIENCY AND DISASTER PREPAREDNESS IMPROVEMENTS	Program – GENERAL IMPROVEMENTS

PROJECT DESCRIPTION

Beginning in the end of December 2022 through the first few weeks of 2023, Dublin and most of California experienced damage due to a series of rain fall events that were declared a major disaster in Alameda County by the President on January 17, 2023. The City experienced damage at various sites, including street rights-of-way, parks and open space, and facilities and buildings. This project will be utilized to provide for the planning, design, environmental permitting, if necessary, and construction to make the repairs at various sites impacted. The following locations and types of repairs have been identified:

- Dougherty Hills Open Space, Crossridge Road Trailhead – slide repair
- Dublin Boulevard, west of Silvergate Road – slide repair
- Mape Memorial Park – Pathway Realignment
- Shannon Community Center/San Ramon Road – ditch and culvert improvements
- Various citywide storm drainage facilities repairs, such as trash racks, culverts, ditches, bank stabilization, etc.

The City will apply for grants for this project through the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES).

PROJECT TIMELINE: The clean-up effort has been on-going since the storm events and the planning for the permanent repair began in Fiscal Year 2023-24. The project is currently in the preliminary engineering and design phase. Construction is anticipated to begin in 2025, dependent on approvals from FEMA and CalOES.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$54,189		$75,000					$129,189
9200 – Contract Services	$223,000	$277,000	$300,000					$800,000
9400 – Improvements	$825,000		$1,000,000					$1,825,000
TOTAL	**$1,102,189**	**$277,000**	**$1,375,000**					**$2,754,189**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$1,102,189	$277,000	$1,375,000					$2,754,189
TOTAL	**$1,102,189**	**$277,000**	**$1,375,000**					**$2,754,189**

Number – GI0423 **ROOF REPLACEMENT AT VARIOUS CITY FACILITIES** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project provides for the design and construction of roof replacement or partial roof replacement at various City facilities. Typically, a roof has a 20-30-year service life depending on the roof type. This project will include work at the following locations: Heritage Museum, Old St. Raymond's Church, Senior Center, and Fire Station 16.

PROJECT TIMELINE: The project is currently in the planning phase. Construction is anticipated to begin in 2025.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$29,952							$29,952
9200 – Contract Services	$75,048							$75,048
9400 – Improvements	$550,000							$550,000
TOTAL	**$655,000**							**$655,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
6205 – Internal Service Funds – Facilities	$655,000							$655,000
TOTAL	**$655,000**							**$655,000**

Number – GINEW04	SHANNON COMMUNITY CENTER PLAY YARD	Program – GENERAL IMPROVEMENTS

PROJECT DESCRIPTION

This project will provide for design and construction of the replacement of the poured-in-place safety surfacing at the preschool playground at the Shannon Community Center Preschool. The surfacing will create a modern, safe, and stimulating environment that aligns with the evolving needs of our community's preschool-aged children.

PROJECT TIMELINE: The project will begin in 2028.

ANNUAL OPERATING IMPACT: To be determined.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits						$15,000		$15,000
9200 – Contract Services						$55,000		$55,000
9400 – Improvements						$130,000		$130,000
TOTAL						**$200,000**		**$200,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
6205 – Internal Service Funds – Facilities						$200,000		$200,000
TOTAL						**$200,000**		**$200,000**

Number – GI0523 **SITUATIONAL AWARENESS CAMERA PROGRAM** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project will provide 40 situational awareness cameras at 10 locations to cover known gaps within the City. These cameras will strategically be located along major corridors and arteries to maximize observation of Dublin's many entrances and exit points into and out of town. These cameras will be valuable technological resources that assist in criminal investigations and the apprehension of law violators within the City.

PROJECT TIMELINE: The project is currently in the planning phase.

ANNUAL OPERATING IMPACT: $20,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$7,072							$7,072
9200 – Contract Services	$44,928							$44,928
9400 – Improvements	$533,000							$533,000
TOTAL	**$585,000**							**$585,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$585,000							$585,000
TOTAL	**$585,000**							**$585,000**

Number – GINEW05	WASTE ENCLOSURES UPGRADES	Program – GENERAL IMPROVEMENTS

PROJECT DESCRIPTION

This project provides for the design and construction to replace or upgrade waste enclosures at various City facilities. The priority locations are at the Senior Center and at the Shannon Community Center. Other locations for future upgrades include the Civic Center, Library, Dublin Sports Grounds, Emerald Glen Park, and Fire Stations 16, 17, and 18.

PROJECT TIMELINE: The project will begin in 2024.

ANNUAL OPERATING IMPACT: To be determined.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits		$23,000					$200,000	$223,000
9200 – Contract Services		$89,000					$760,000	$849,000
9400 – Improvements		$213,000					$1,840,000	$2,053,000
TOTAL		**$325,000**					**$2,800,000**	**$3,125,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund		$131,124					$2,800,000	$2,931,124
2921 – State Grant – SB 1383		$193,876						$193,876
TOTAL		**$325,000**					**$2,800,000**	**$3,125,000**

Number – GINEW06	THE WAVE POOL REPLASTERING	Program – GENERAL IMPROVEMENTS

PROJECT DESCRIPTION

This project will provide for the design and construction to replace the pool plaster at The Wave Indoor Pool, Outdoor Sport Pool, and Aquatic Play Structure.

PROJECT TIMELINE: The project will begin in 2026.

ANNUAL OPERATING IMPACT: None.

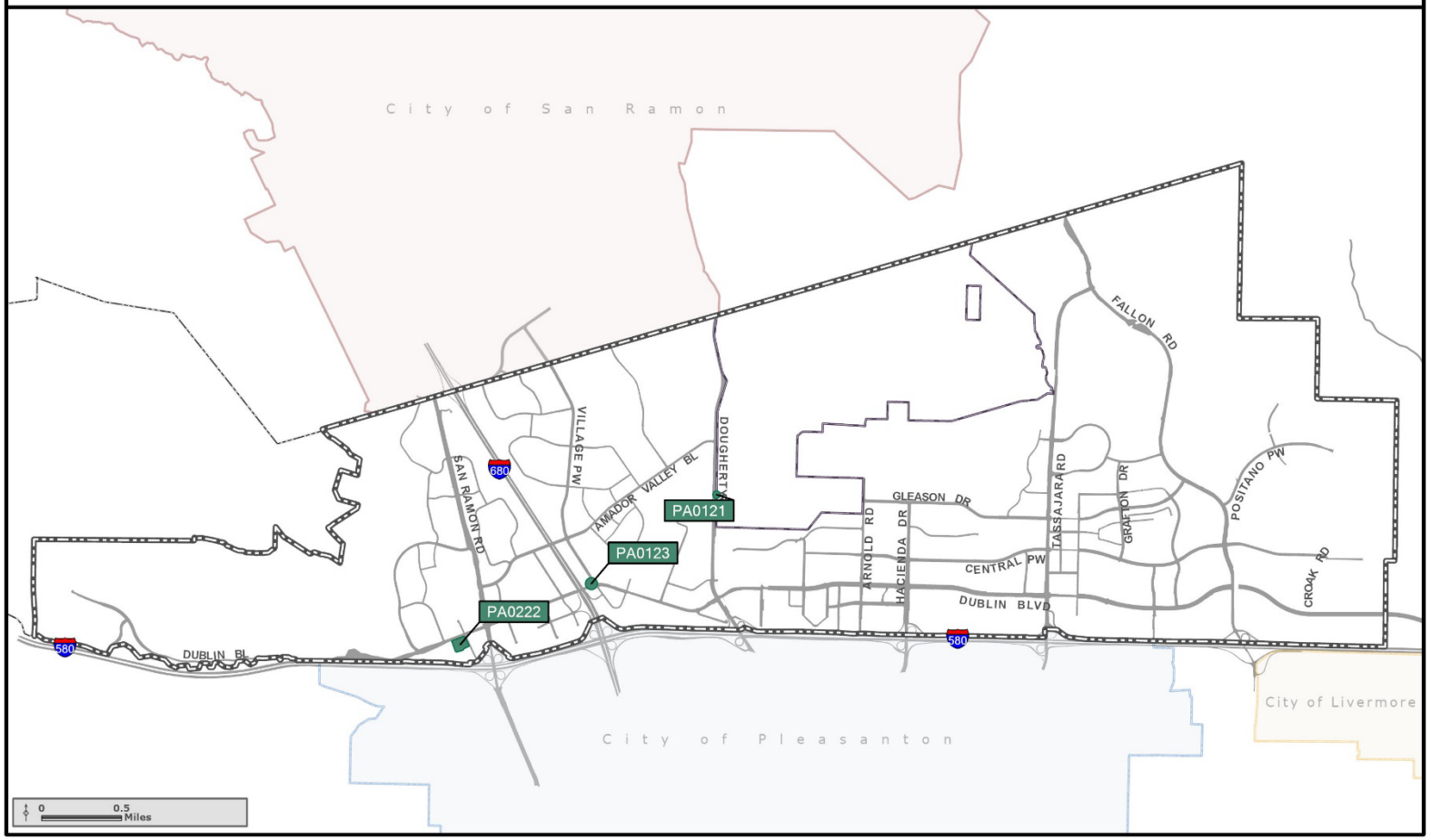
		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits				$70,000	$70,000			$140,000
9200 – Contract Services				$430,000	$120,000			550,000
9400 – Improvements					$1,310,000			$1,310,000
TOTAL				**$500,000**	**$1,500,000**			**$2,000,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
6205 – Internal Service Funds – Facilities				$500,000	$1,500,000			$2,000,000
TOTAL				**$500,000**	**$1,500,000**			**$2,000,000**

PUBLIC ART

LOCATION MAP

PUBLIC ART			
CIP Number	**CIP Name**	**CIP Number**	**CIP Name**
PANEW01	Outdoor Murals (Various locations)	PA0123	Public Art - Downtown Dublin
PA0121	Public Art - Camp Parks Sign	PA0222	Public Art - Heritage Park



Number – PA0121	CAMP PARKS SIGN	Program – PUBLIC ART

PROJECT DESCRIPTION

This project includes the restoration and relocation of the historic Camp Parks entrance sign from its current location at approximately 201 Dougherty Road to the new entrance at Camp Parks Boulevard and Dougherty Road. The original sign was constructed by artist/architect Bruce Goff in the 1940s and is eligible for the National Register. Rehabilitation will be in accordance with standards and guidelines per the U.S. Department of the Interior National Park Service.

PROJECT TIMELINE: The design process began in winter 2022. Construction will begin in 2024.

ANNUAL OPERATING IMPACT: None. Ongoing maintenance will be provided by Camp Parks.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$24,450							$25,450
9200 – Contract Services	$165,00							$165,000
9400 – Improvements	$300,000							$300,000
9500 – Miscellaneous	$10,000							$10,000
TOTAL	**$500,450**							**$500,450**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2801 – Public Art Fund	$500,450							$500,450
TOTAL	**$500,450**							**$500,450**

Number – PA0123	DOWNTOWN DUBLIN	Program – PUBLIC ART

PROJECT DESCRIPTION

This project provides for public art commissions in Downtown Dublin. The project includes a comprehensive review of existing Downtown Dublin planning documents and the Public Art Master Plan, as well as the development of a guide for public art in the Downtown.

PROJECT TIMELINE: The planning phase began in Fiscal Year 2022-23. A monumental sculpture is scheduled to be installed at the intersection of Dublin Boulevard and Village Parkway by the end of 2025. Additional work on the project is ongoing.

ANNUAL OPERATING IMPACT: $5,000 (funded by the Public Art Fund)

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$24,960							$24,960
9200 – Contract Services	$75,040							$75,040
9400 – Improvements	$300,000	$300,000	$300,000	$250,000				$1,150,000
9500 – Miscellaneous	$250,000							$250,000
TOTAL	**$650,000**	**$300,000**	**$300,000**	**$250,000**				**$1,500,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2801 – Public Art Fund	$650,000	$300,000	$300,000	$250,000				$1,500,000
TOTAL	**$650,000**	**$300,000**	**$300,000**	**$250,000**				**$1,500,000**

Number – PA0222	HERITAGE PARK	Program – PUBLIC ART

PROJECT DESCRIPTION

This project will be located at Dublin Heritage Park and Museums. The project budget is based on the Public Art in-lieu contribution required by the Schaefer Ranch Development Agreement. The artworks include a monument piece at the corner of Donlon Way and Dublin Blvd as well as a series of six mini sculptures located throughout the park. This project represents Dublin's rich heritage, culture, and diversity.

PROJECT TIMELINE: The artwork installation was completed in February 2024. The project is currently in the closeout phase.

ANNUAL OPERATING IMPACT: $5,000 (funded by the Public Art Fund)

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$9,700							$9,700
9200 – Contract Services	$100,000							$100,000
9400 – Improvements	$450,000							$450,000
9500 – Miscellaneous	$35,000							$35,000
TOTAL	**$594,700**							**$594,700**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2801 – Public Art Fund	$594,700							$594,700
TOTAL	**$594,700**							**$594,700**

Number – PANEW01	OUTDOOR MURALS	Program – PUBLIC ART

PROJECT DESCRIPTION

This project will include painting of Public Art Murals at sites including, but not limited to generator enclosures at Civic Center, Library, Don Biddle Community Park and the Dublin Arts Center, as well as, utility enclosures, and others. The exact locations are not yet determined, and any project sites would be subject to review by the Heritage and Cultural Arts Commission and approval by the City Council.

PROJECT TIMELINE: This project will begin in 2025.

ANNUAL OPERATING IMPACT: $1,000 (funded by the Public Art Fund)

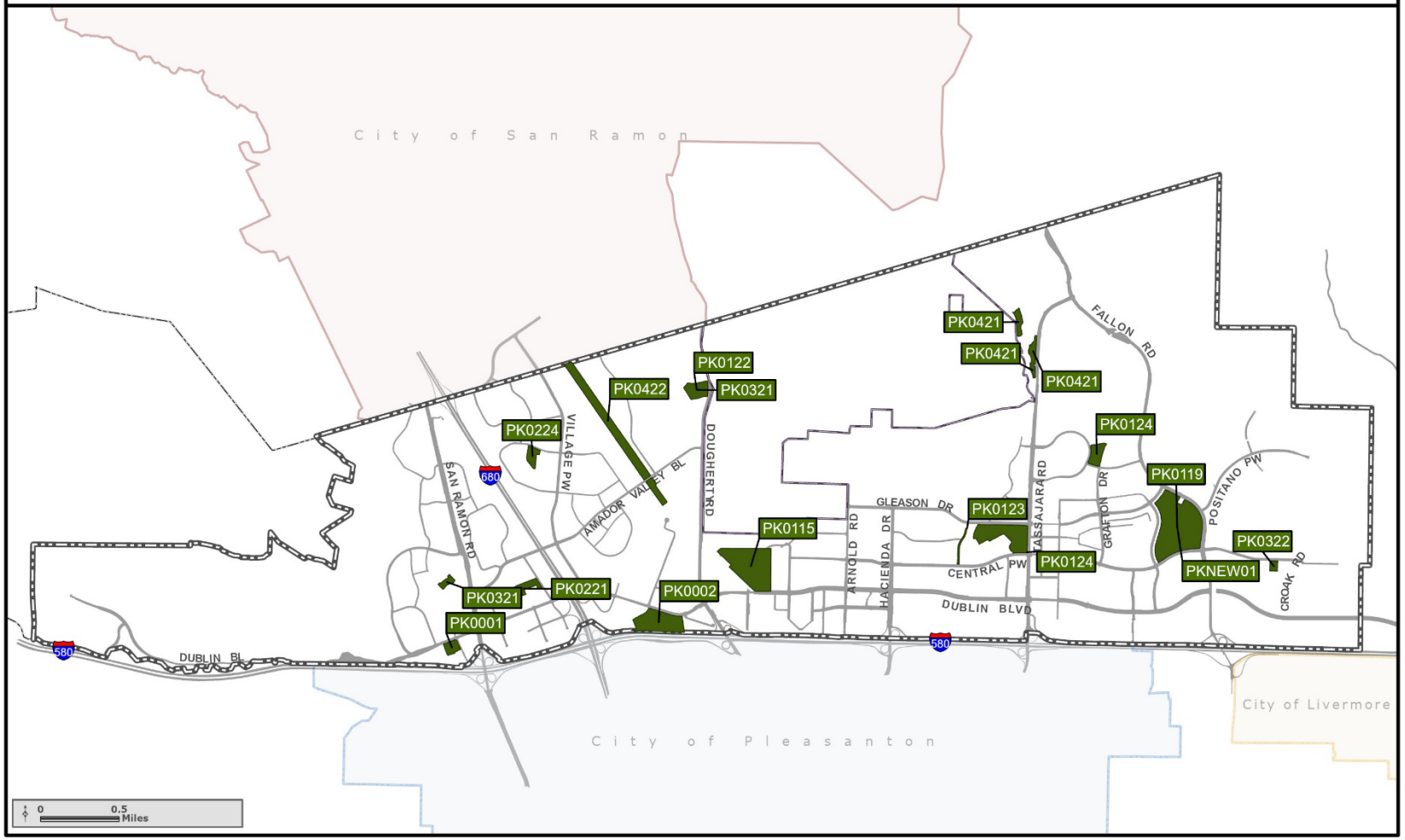
		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits		$15,000						$15,000
9200 – Contract Services								
9400 – Improvements		$150,000						$150,000
9500 – Miscellaneous		$35,000						$35,000
TOTAL		$200,000						$200,000

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2801 – Public Art Fund		$200,000						$200,000
TOTAL		$200,000						$200,000

LOCATION MAP

PARKS

CIP Number	CIP Name	CIP Number	CIP Name	CIP Number	CIP Name
PK0122	Alamo Creek Park and Assessment District - Fence Replacement	PKNEW01	Fallon Sports Park Artificial Turf Field Replacement	PK0123	Persimmon Dr. Asphalt Path Rehabilitation
PK0115	Don Biddle Community Park	PK0422	Iron Horse Nature Park and Open Space	PK0321	Restrooms Replacement
PK0221	Downtown Dublin Town Square Park	PK0322	Jordan Ranch Neighborhood Square	PKNEW02	Sports Courts Resurfacing (Various locations)
PK0002	Dublin Sports Grounds Rehabilitation	PK0224	Kolb Park Renovation	PK0001	Sunday School Barn Improvements
PK0119	Fallon Sports Park - Phase 3	PK0124	Parks Playground Replacement	PK0421	Wallis Ranch Community Park



Number – PK0122	ALAMO CREEK PARK AND ASSESSMENT DISTRICT – FENCE REPLACEMENT	Program – PARKS

PROJECT DESCRIPTION

This project provides for the design and construction of replacement fencing at Alamo Creek Park and for replacement and repair of fencing within the Dougherty Road Landscape and Lighting District No. 1986-1. Most of the existing tubular steel fencing has reached the end of its service life and needs to be replaced or repaired. The project will include replacement of the tubular steel fencing within Alamo Creek Park. In addition to the park fencing, the existing decorative concrete masonry walls within the park, which include integrated tubular steel fence elements, will be evaluated, repaired as needed, and repainted.

The project will also include evaluation and selecting replacement or repair of the tubular steel fencing that is maintained by the Dougherty Road Landscape and Lighting District No. 1986-1. The subject fencing is located along Fall Creek Road, Wildwood Road, and Willow Creek Drive. Funding for this portion of the project is provided from funding reserves that were collected from District No. 1986-1.

PROJECT TIMELINE: The project is currently in design. Construction is anticipated to begin in 2025.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$41,600							$41,600
9200 – Contract Services	$53,751							$53,751
9400 – Improvements	$747,500							$747,500
9500 – Miscellaneous	$7,149							$7,149
TOTAL	**$850,000**							**$850,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$450,000							$450,000
2703 – Landscape District – Dougherty 1986-1	$400,000							$400,000
TOTAL	**$850,000**							**$850,000**

Number – PK0115	DON BIDDLE COMMUNITY PARK	Program – PARKS

PROJECT DESCRIPTION

This project provides for the design and construction of a 30-acre community park in the Boulevard Development within the Dublin Crossing Specific Plan. The park is located between Dublin Boulevard, Scarlett Drive, Horizon Parkway, and Columbus Street and will be built by the Boulevard Developer. The conceptual plan was approved by the City Council on January 9, 2018. The plan includes tennis courts, basketball courts, a picnic and barbeque area, a great lawn (multi-use lawn area), playgrounds, parent paddock, community garden, and other amenities. On October 2, 2018, the City Council provided direction to use $600,000 of Community Benefit Funds for the inclusion of a specimen tree and upgraded playground equipment in the park design.

In accordance with the Dublin Crossing Development Agreement, the Developer is responsible for project costs up to $12,857,142. The City is responsible for reimbursing the Developer for project costs that exceed that amount. City funding will come from Public Facility Fee Funds.

PROJECT TIMELINE: The park opened on September 24, 2022. Work at the southwest corner will be completed in conjunction with the Iron Horse Trail Bridge and the Scarlett Drive extension work and should be completed in 2024.

ANNUAL OPERATING IMPACT: $1,140,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$519,903							$519,903
9200 – Contract Services	$2,932,161							$2,932,161
9400 – Improvements	$19,328,720							$19,328,720
9500 – Miscellaneous	$2,043,221							$2,043,221
TOTAL	$24,824,005							$24,824,005

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1101 – General Fund Designated Reserves	$2,100,000							$2,100,000
4100 – Public Facilities Fees	$9,866,863							$9,866,863
9999 – Developer Built	$12,857,142							$12,857,142
TOTAL	$24,824,005							$24,824,005

Number – PK0221	DOWNTOWN DUBLIN TOWN SQUARE PARK	Program – PARKS

PROJECT DESCRIPTION

This project provides for the planning of a new Town Square, in accordance with the main principles of the Downtown Dublin Preferred Vision, which was approved by the City Council on November 5, 2019. The Town Square is a one-acre park and plaza that will serve as Downtown Dublin's gathering place, which may include a market promenade, outdoor dining, and event space, and will be located one block north of Dublin Boulevard in the Dublin Place shopping center along the proposed extension of Golden Gate Drive.

Possible future funding sources are development impact fees, community facilities district financing, or other assessment district funding.

PROJECT TIMELINE: The project is currently in the planning phase in conjunction with the review of the developer's application.

ANNUAL OPERATING IMPACT: $40,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$31,885	$4,680					$110,000	$146,565
9200 – Contract Services	$75,000						$550,000	$625,000
9300 – Land/Right of Way							$2,400,000	$2,400,000
9400 – Improvements							$1,440,000	$1,440,000
TOTAL	**$106,885**	**$4,680**					**$4,500,000**	**$4,611,565**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$106,885	$4,680						$111,565
4100 – Public Facility Fees							$4,500,000	$4,500,000
TOTAL	**$106,885**	**$4,680**					**$4,500,000**	**$4,611,565**

Number – PK0002	DUBLIN SPORTS GROUNDS REHABILITATION	Program – PARKS

PROJECT DESCRIPTION

This project will provide for the design and construction to renovate the easterly ball fields at the Dublin Sports Grounds. The improvements may include dugout covers/shelter, fence repairs, backstop replacement, replacement of the core booths and storage at the fields. Additionally, the dugouts and bullpen openings will be reconfigured. The project will also include the replacement of the westerly restroom and the addition of concrete walkways.

PROJECT TIMELINE: This project is anticipated to begin in 2026.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits				$24,960	$24,960	$210,000		$259,920
9200 – Contract Services				$125,040		$790,000		$915,040
9400 – Improvements					$575,040	$1,900,000		$2,475,040
TOTAL				**$150,000**	**$600,000**	**$2,900,000**		**$3,650,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
6205 – Internal Service Fund – Facilities				$150,000	$600,000	$2,900,000		$3,650,000
TOTAL				**$150,000**	**$600,000**	**$2,900,000**		**$3,650,000**

Number – PKNEW01 **FALLON SPORTS PARK – ARTIFICIAL TURF FIELD REPLACEMENT** **Program – PARKS**

PROJECT DESCRIPTION

This project will provide for the design and construction to replace the four artificial turf sports fields at Fallon Sports Park. The lifespan of artificial turf sports fields can vary depending on factors such as the quality of the turf, the level of usage, maintenance practices, and environmental conditions. Depending upon continued use and maintenance, the artificial turf is anticipated to need replacement in Fiscal Year 2028-29.

PROJECT TIMELINE: This project is anticipated to begin in 2028.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits						$100,000		$100,000
9200 – Contract Services						$600,000		$600,000
9400 – Improvements						$1,550,000		$1,550,000
TOTAL						$2,250,000		$2,250,000

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
6205 – Internal Service Fund – Facilities						$2,250,000		$2,250,000
TOTAL						$2,250,000		$2,250,000

Number – PK0119	FALLON SPORTS PARK – PHASE 3	Program – PARKS

PROJECT DESCRIPTION

Fallon Sports Park is a 60-acre community park bordered by Fallon Road, Central Parkway, Lockhart Street and Gleason Drive. Phases 1 and 2 of the park have been completed and Phase 3 represents the final phase of park development.

The Phase 3 project provides for the design and construction of the remaining 14 acres of Fallon Sports Park, referred to as the Upper Terrace. On December 17, 2019, City Council approved the concept design that includes a cricket field, two ballfields, sand volleyball courts and multi-sport batting cages. In September 2022 the City Council authorized the use of construction contingency to install perimeter fencing/netting at the cricket field.

PROJECT TIMELINE: Construction was substantially completed in late summer 2022 and a park opening ceremony was held in October 2022. The project was completed in June 2024, and is currently in the closeout phase.

ANNUAL OPERATING IMPACT: $530,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$225,000							$225,000
9200 – Contract Services	$1,268,000							$1,268,000
9400 – Improvements	$8,100,000							$8,100,000
9500 – Miscellaneous	$30,000							$30,000
TOTAL	**$9,623,000**							**$9,623,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1101 – General Fund Designated Reserves	$100,000							$100,000
4100 – Public Facility Fees	$9,523,000							$9,523,000
TOTAL	**$9,623,000**							**$9,623,000**

Number – PK0422 **IRON HORSE NATURE PARK AND OPEN SPACE** **Program – PARKS**

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of 12.13 acres of a nature park and open space adjacent to the Iron Horse Regional Trail, from the Dublin/San Ramon city limit to the confluence of Alamo and South San Ramon Creeks, that may be developed in partnership with Zone 7 Water Agency. The park size could increase to over 20 acres of usable parkland when combined with adjacent Zone 7 Water Agency property. The park will be designed in accordance with the Iron Horse Nature Park and Open Space Master Plan, which was approved by the City Council on October 1, 2013. The City has already acquired 12.13 acres and the balance of the parkland would be accessible through an easement and operational agreement with Zone 7 Water Agency. The City will continue to pursue the acquisition of the Alameda County portion of the Iron Horse Regional Trail corridor to add to the City's portion of the parkland. The Phase I improvements will provide a trail connection to Stagecoach Park and the installation of a shade structure over a picnic area.

In addition to Public Facilities Fee, possible funding sources are additional statewide grants or federal grants for projects that provide non-motorized infrastructure and enhancements that promote new or alternate access to parks, waterways, outdoor recreational pursuits, and forested or other natural environments to encourage health-related active transportation and opportunities for residents and trail users to reconnect with nature, such as Active Transportation Program grants or Proposition 68.

PROJECT TIMELINE: Planning and design for Phase 1 began in Fiscal Year 2021-22 and construction was awarded and work began in spring 2024. Phase 1 construction is anticipated to be completed in late 2024.

ANNUAL OPERATING IMPACT: $460,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$210,247	$52,000						$262,247
9200 – Contract Services	$2,381,226	$196,505						$2,577,731
9400 – Improvements	$2,446,027	$1,215,000	$5,014,595					$8,675,622
9500 – Miscellaneous	$365,000		$255,000					$620,500
TOTAL	**$5,403,000**	**$1,463,505**	**$5,269,595**					**$12,136,100**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
4100 – Public Facilities Fee	$3,056,000	$1,463,505	$2,490,941					$7,010,446
2403 – State Park Grant	$2,294,000							$2,294,000
9998 – Unidentified			$2,778,654					$2,778,654
1001 – General Fund	$53,000							$53,000
TOTAL	**$5,403,000**	**$1,463,505**	**$5,269,595**					**$12,136,100**

Number – PK0322	JORDAN RANCH NEIGHBORHOOD SQUARE	Program – PARKS

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of a 2.0-acre neighborhood square in the Jordan Ranch Development. The neighborhood square will be designed in accordance with the Neighborhood Square Standards contained in the Parks and Recreation Master Plan.

PROJECT TIMELINE: The planning phase began in Fiscal Year 2021-22 and the conceptual plan was approved by the City Council in December 2022. The project is currently in design and construction will start in 2024.

ANNUAL OPERATING IMPACT: $75,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$117,578							$117,578
9200 – Contract Services	$493,940	$25,000						$518,940
9400 – Improvements	$1,904,749	$325,000						$2,229,749
9500 – Miscellaneous	$282,680							$282,680
TOTAL	**$2,798,947**	**$350,000**						**$3,148,947**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
4100 – Public Facility Fees	$2,798,947	$100,000						$2,898,974
2215 – Measure BB Sales Tax – Bike & Pedestrian Fund (ACTC)		$250,000						$250,000
TOTAL	**$2,798,947**	**$350,000**						**$3,148,947**

Number – PK0224	KOLB PARK RENOVATION	Program – PARKS

PROJECT DESCRIPTION

This project will provide for the planning, design, and construction to renovate the 4.86-acre Kolb Park. The improvements will be consistent with the Parks and Recreation Master Plan and may include the replacement of the restroom building, play equipment, site furnishings, picnic areas, drinking fountains, tot lot fencing, parcourse equipment stations, signage, refresh the shade structure, relevel the existing paver and decomposed granite pathways, and refresh the landscaping. Staff will look for opportunities to incorporate Green Stormwater Infrastructure within the park as a part of the renovation.

PROJECT TIMELINE: The project will begin in 2025.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$24,960		$24,960					$49,920
9200 – Contract Services	$425,040		$75,040					$500,080
9400 – Improvements			$2,300,000					$2,300,000
9500 – Miscellaneous			$50,000					$50,000
TOTAL	**$450,000**		**$2,450,000**					**$2,900,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$450,000		$2,450,000					$2,900,000
TOTAL	**$450,000**		**$2,450,000**					**$2,900,000**

Number – PK0124	PARKS PLAYGROUND REPLACEMENT	Program – PARKS

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of the replacement of playground equipment at various parks. Based on the results of annual inspections and regular maintenance records, all City parks will be evaluated for the need to replace play equipment at the end of their useful life. The first phase will be at Emerald Glen Park (Near Splash Pad Ages 5-12) and Ted Fairfield Park (Ages 2-5 and 5-12).

PROJECT TIMELINE: The project will begin in 2025.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$118,560							$118,560
9200 – Contract Services	$120,000							$120,000
9400 – Improvements	$850,000							$850,000
9500 – Miscellaneous	$21,000							$21,000
TOTAL	**$1,109,560**							**$1,109,560**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$1,109,560							$1,109,560
TOTAL	**$1,109,560**							**$1,109,560**

Number – PK0123 **PERSIMMON DRIVE PEDESTRIAN PATH REHABILITATION** **Program – PARKS**

PROJECT DESCRIPTION

This project will provide for removal and replacement of approximately 1,250 linear feet of asphalt pathway along Persimmon Drive between Gleason Drive and Central Parkway. The asphalt concrete surface has experienced distress due to soil expansion, the encroachment of tree roots, and some slope creep along the adjacent Tassajara Creek bank.

PROJECT TIMELINE: Design began in spring 2023 in conjunction with the Annual Street Resurfacing Project. The project is currently in design and construction is anticipated to begin in 2024.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$15,080							$15,080
9200 – Contract Services	$29,920							$29,920
9400 – Improvements	$150,000							$150,000
TOTAL	**$195,000**							**$195,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2704 – Landscape District Santa Rita 1997-1	$195,000							$195,000
TOTAL	**$195,000**							**$195,000**

Number – PK0321	RESTROOMS REPLACEMENT	Program – PARKS

PROJECT DESCRIPTION

This project provides for the planning, design, and construction to replace the existing restrooms at Alamo Creek Park and Mape Memorial Park. To bring the restrooms up to current accessibility standards and codes, the existing restroom buildings will be demolished and replaced with pre-engineered restroom buildings. The restroom replacement at Kolb Park will be completed with the Kolb Park Renovation Project, PK0224.

PROJECT TIMELINE: The project is currently in design and construction is anticipated to begin in 2025.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$33,380							$33,380
9200 – Contract Services	$152,000							$152,000
9400 – Improvements	$807,000							$807,000
9500 – Miscellaneous	$7,620							$7,620
TOTAL	**$1,000,000**							**$1,000,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$1,000,000							$1,000,000
TOTAL	**$1,000,000**							**$1,000,000**

Number – PKNEW02	SPORTS COURTS RESURFACING	Program – PARKS

PROJECT DESCRIPTION

This project will provide for the design and construction to resurface the tennis and basketball courts. Courts generally have a seven-to-ten-year useful life prior to needing to be resurfaced. The sports courts at Emerald Glen Park would be the first sites to be resurfaced followed by those at Fallon Sports Park.

PROJECT TIMELINE: The project will start design in 2025.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits			$40,000		$35,000		$70,000	$145,000
9200 – Contract Services			$160,000		$135,000		$275,000	$570,000
9400 – Improvements			$400,000		$330,000		$655,000	$1,385,000
TOTAL			**$600,000**		**$500,000**		**$1,000,000**	**$2,100,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
6205 – Internal Service Fund – Facilities			$600,000		$500,000		$1,000,000	$2,100,000
TOTAL			**$600,000**		**$500,000**		**$1,000,000**	**$2,100,000**

Number – PK0001	SUNDAY SCHOOL BARN IMPROVEMENTS	Program – PARKS

PROJECT DESCRIPTION

This project provides for the design and construction to renovate the existing wood floor inside the Sunday School Barn at Heritage Park. The original wood floors are not adequate for the types and frequency of use that the building is experiencing. The project is intended to preserve the look and historic fabric of the original wood that is believed to be from the late 1800's while ensuring the structural integrity and finish of the floor are adequate for the current and planned uses of the barn.

PROJECT TIMELINE: The project will start design in 2025.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits		$24,960	$24,960					$49,920
9200 – Contract Services		$100,040	$25,040					$125,080
9400 – Improvements			$200,000					$200,000
9500 – Miscellaneous			$10,000					$10,000
TOTAL		**$125,000**	**$260,000**					**$385,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund		$125,000	$260,000					$385,000
TOTAL		**$125,000**	**$260,000**					**$385,000**

Number – PK0421	WALLIS RANCH COMMUNITY PARK	Program – PARKS

PROJECT DESCRIPTION

The Wallis Ranch Community Park consists of three separate parcels totaling 8.85 acres in the Wallis Ranch Development. The project will provide for the design and construction of a community park and will be designed to the Community Park Standards contained in the Parks and Recreation Master Plan. Park amenities include play areas, picnic facilities, turf area, lighted tennis, pickle ball, and basketball facilities, natural area, restrooms, pathways, lighting, dog park, and irrigation and landscaping.

PROJECT TIMELINE: Design started in spring 2021 and construction began in October 2023. The project is currently under construction. The park is anticipated to open in 2025.

ANNUAL OPERATING IMPACT: $340,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$192,202							$192,202
9200 – Contract Services	$1,356,421							$1,356,421
9400 – Improvements	$9,224,172							$9,224,172
9500 – Miscellaneous	$987,205							$987,205
TOTAL	**$11,760,000**							**$11,760,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
4100 – Public Facilities Fee	$11,760,000							$11,760,000
TOTAL	**$11,760,000**							**$11,760,000**

SUMMARY OF PROJECTS PROJECTED TO BE COMPLETED IN FISCAL YEAR 2023-2024

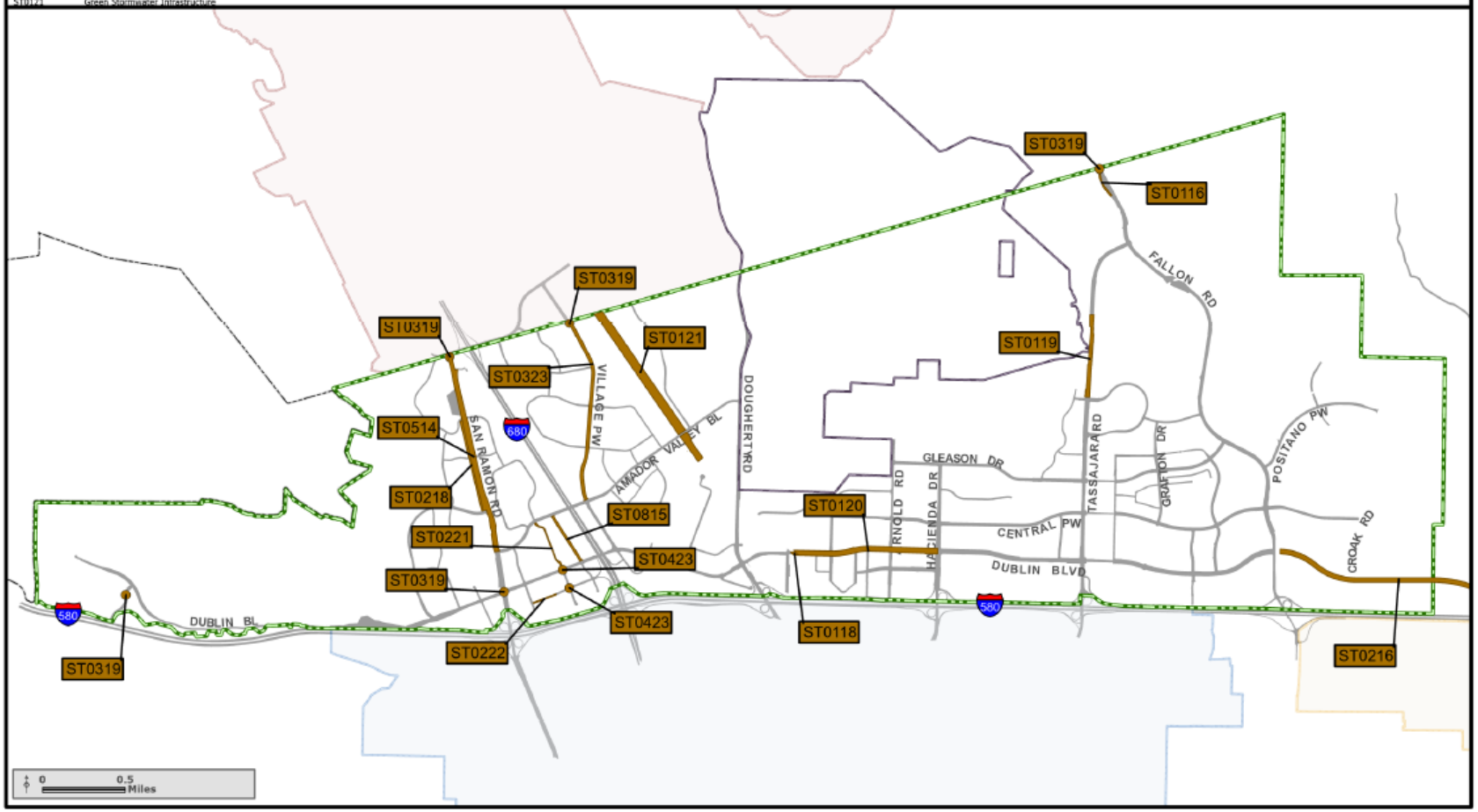
Project Number	Project Description	Estimated Total Project Cost
ST0120	Dublin Boulevard Pavement Rehabilitation	$737,000
ST0519	Intelligent Transportation System Upgrade – Connected/Autonomous Vehicle and Safety Improvements	$166,973
ST0222	St. Patrick Way Extension	$3,742,556

LOCATION MAP

STREETS

CIP Number	CIP Name
ST0815	Amador Plaza Road Bicycle and Pedestrian Improvements
ST0117	Annual Street Resurfacing (Various locations)
ST0319	City Entrance Monument Signs
ST0517	Citywide Bicycle and Pedestrian Improvements (Various locations)
ST0713	Citywide Signal Communications Upgrade (Various locations)
ST0124	Citywide Storm Drain Improvements (Various locations)
ST0221	Downtown Dublin Street Grid Network
ST0216	Dublin Boulevard Extension – Fallon Road To North Canyons Parkway
ST0120	Dublin Boulevard Pavement Rehabilitation
ST0417	Dublin Ranch Street Light Improvements (Various locations)
ST0423	Golden Gate Dr. Intersection Improve. at Dublin Blvd. and St. Patrick Way
ST0121	Green Stormwater Infrastructure

CIP Number	CIP Name
ST0519	Intelligent Transportation System Upgrade – Connected/Autonomous Vehicle and Safety Improvements (Various locations)
ST0118	Iron Horse Trail Bridge At Dublin Boulevard
ST0122	Local Roadway Safety Plan
ST0218	San Ramon Road Landscape Renovation
ST0514	San Ramon Road Trail Lighting
ST0222	St. Patrick Way Extension
ST0119	Tassajara Road Improvements-North Dublin Ranch Drive To Quarry Lane School
ST0116	Tassajara Road Realignment And Widening-Fallon Road To North City Limit
ST0123	Traffic Signal and Roadway Safety Improvements (Various locations)
ST0223	Traffic Signal Re-Lamping (Various locations)
ST0323	Village Parkway Reconstruction



Number – ST0815	AMADOR PLAZA ROAD BICYCLE AND PEDESTRIAN IMPROVEMENTS	Program – STREETS

PROJECT DESCRIPTION

This two-phase project provides for the design and construction of pedestrian, bicycle, and vehicular improvements along Amador Plaza Road between Dublin Boulevard and Amador Valley Boulevard. The first phase included the installation of two mid-block crosswalks with pedestrian warning lights and construction of a raised concrete median at the southern Safeway/Dublin Place driveway. The second phase will include construction of an exclusive southbound right turn lane on Amador Plaza Road at Dublin Boulevard.

PROJECT TIMELINE: The City Council accepted the Phase 1 improvement in December 2016. Phase 2 design began in mid-2018 and construction will occur following acquisition of the right-of-way for these improvements at the former Coco's site. This project is currently on hold, pending acquisition of the right-of-way for these improvements.

ANNUAL OPERATING IMPACT: $5,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$19,416							$19,416
9200 – Contract Services	$228,371							$228,371
9300 – Land/Right of Way	$126,000							$126,000
9400 – Improvements	$1,035,862							$1,035,862
9500 – Miscellaneous	$4,000							$4,000
TOTAL	$1,413,649							$1,413,649

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
4304 – Western Dublin Transportation Impact Fee	$1,413,649							$1,413,649
TOTAL	$1,413,649							$1,413,649

Number – ST0117	ANNUAL STREET RESURFACING	Program – STREETS

PROJECT DESCRIPTION

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets and resurfacing of bridge decks. The project also includes installation of new or upgrades of existing ADA curb ramps on roads that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City's Pavement Management System to optimize the pavement condition in relation to the available budget. The City owns and maintains approximately 148 centerline miles of streets.

The Metropolitan Transportation Commission groups Pavement Condition Index (PCI) ratings into the following categories: 80-100 Very Good-Excellent; 70-79 Good, 60-69 Fair, 50-59 At Risk, 25-49 Poor, and 0-24 Failed. The City of Dublin is rated very good with a three-year moving average PCI of 80.

PROJECT TIMELINE: The project is currently in various stages of design or construction. Improvements are typically constructed each year between spring and fall.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$227,235	$167,500	$167,500	$167,500	$167,500	$167,500		$1,064,735
9200 – Contract Services	$2,509,344	$775,000	$775,000	$775,000	$775,000	$775,000		$6,384,344
9400 – Improvements	$12,737,648	$3,550,000	$3,550,000	$3,550,000	$3,550,000	$3,550,000		$30,487,648
9500 – Miscellaneous	$56,311	$7,500	$7,500	$7,500	$7,500	$7,500		$93,811
TOTAL	**$15,530,538**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**		**$38,030,538**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$467,999	$1,250,000	$2,086,900	$1,750,000	$1,850,000	$1,850,000		$8,770,574
2201 – State Gas Tax	$5,289,941	$700,000	$413,100	$750,000	$650,000	$650,000		$8,165,341
2204 – Measure B Sales Tax – Local Streets Fund (ACTC)	$1,784,999							$3,107,024
2205 – Measure B Sales Tax – Bike & Pedestrian Fund (ACTC)	$300,000							$300,000
2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)	$2,831,020	$200,000						$2,831,020
2215 – Measure BB Sales Tax – Bike & Pedestrian Fund (ACTC)	$304,500							$304,500
2216 – Measure B Grants	$82,500							$82,500
2220 – Road Maint. & Rehab. Account (RMRA)	$4,263,599	$2,350,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000		$14,263,599
2304 – Local Recycling Programs	$160,000							$160,000
4309 – Mitigation Contributions	$45,980							$45,980
TOTAL	**$15,530,538**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**		**$38,030,538**

Number – ST0319 **CITY ENTRANCE MONUMENT SIGNS** **Program – STREETS**

PROJECT DESCRIPTION

This project provides for the design and construction to install City entrance monument signs and a Downtown gateway sign at the following locations: Village Parkway median at Kimball Avenue (monument), San Ramon Road median at Alcosta Boulevard (monument), Schaefer Ranch Road at Dublin Boulevard (monument), and Tassajara Road north of Fallon Road (monument); and the southeast corner of Dublin Boulevard and San Ramon Road (Downtown gateway). The new signs will conform to the City of Dublin Streetscape Master Plan and the monument signs will match the existing granite monument signs currently installed within the City. Funding for the Downtown gateway sign comes from the General Fund Downtown Public Improvements Reserve.

The Streetscape Master Plan also calls for entrance monument signs at Fallon Road at Dublin Boulevard and at Dublin Boulevard at the eastern city limits. Currently there are no medians at these locations on which to install the signs. These two entrance monument signs may be installed on the Dublin Boulevard Extension – Fallon Road to North Canyons Parkway project (ST0216) or when adjacent property develops and installs associated street improvements. The monument sign on Village Parkway median at Kimball Avenue will be installed with the Village Parkway Reconstruction project (CIP No. ST0323).

PROJECT TIMELINE: Installation of the Downtown gateway signage was completed in spring 2022. The planning phase for monument signs will begin in 2025.

ANNUAL OPERATING IMPACT: $5,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$45,175							$45,175
9200 – Contract Services	$80,000							$80,000
9400 – Improvements	$350,000							$350,000
9500 – Miscellaneous	$9,825							$9,825
TOTAL	$485,000							$485,000

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$285,000							$285,000
1101 – General Fund Designated Reserves	$200,000							200,000
TOTAL	**$485,000**							**$485,000**

PROJECT DESCRIPTION

This project includes planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City, including pedestrian/bicycle bridges and annual sidewalk repair. This project includes design and construction of improvements recommended in the updated Bicycle and Pedestrian Plan, which was adopted by the City Council on January 10, 2023, as well as the Safe Routes to School improvements.

The project also includes an update to the American with Disabilities Act (ADA) Transition Plan and implementation of Public Right-of-way Accessibility Guidelines (PROWAG). The plan update will include a review of City buildings, parks, and rights-of-way.

PROJECT TIMELINE: The Downtown pedestrian crossing improvements on Regional Street is the first project to be constructed. The design is 95% complete, and construction will begin in summer/fall 2024. The Safe Routes to School improvements at the intersections of Central Parkway at Aspen Street and Hibernia Drive, Grafton Street at Antone Way, and Amador Valley Boulevard at Burton Street are anticipated to begin construction in 2024. The ADA Transition Plan update, funded by the General Fund, is anticipated to be completed in 2025.

ANNUAL OPERATING IMPACT: $12,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$127,372	$50,788	$20,000	$20,000	$20,000	$20,000		$258,160
9200 – Contract Services	$1,314,668	$555,000	$200,000	$200,000	$200,000	$200,000		$2,669,668
9400 – Improvements	$3,173,298	$1,175,000	$525,000	$525,000	$525,000	$525,000		$6,448,298
9500 – Miscellaneous	$40,034	$7,500	$5,000	$5,000	$5,000	$5,000		$67,534
TOTAL	**$4,655,372**	**$1,788,228**	**$750,000**	**$750,000**	**$750,000**	**$750,000**		**$9,443,600**

	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$858,000	$105,000						$963,000
2203 – Transportation Development Act	$210,000							$210,000
2204 – Measure B Sales Tax - Local Streets Fund (ACTC)	$510,000							$510,000
2205 – Measure B Sales Tax - Bike & Pedestrian Fund (ACTC)	$142,900							$142,900
2214 – Measure BB Sales Tax - Local Streets Fund (ACTC)	$1,471,600	$630,000	$250,000	$250,000	$250,000	$250,000		$3,001,600
2215 – Measure BB Sales Tax - Bike & Pedestrian Fund (ACTC)	$601,872	$698,228	$250,000	$250,000	$250,000	$250,000		$2,400,100
2212 – Vehicle Registration Fee	$726,000							$726,000
2217 – Measure BB Grants	$135,000							$135,000
2220 – Road Maint. & Rehab. Account (RMRA)		$355,000	$250,000	$250,000	$250,000	$250,000		$1,355,000
TOTAL	**$4,655,372**	**$1,788,228**	**$750,000**	**$750,000**	**$750,000**	**$750,000**		**$9,443,600**

Number – ST0713	CITYWIDE SIGNAL COMMUNICATIONS UPGRADE	Program – STREETS

PROJECT DESCRIPTION

This project provides for the continued upgrades of the traffic signal communications system and includes the replacement of signal controllers, conflict monitors, and battery backup units, as well as managing ongoing signal operations of coordinated corridors. In Fiscal Years 2019-20 and 2020-21, the project further expanded the traffic communications network, connecting traffic signals on Dublin Boulevard, San Ramon Road, Fallon Road and Tassajara Road. The project will provide for the installation of new conduits, removal of the existing copper communication cables, and installation of new fiber optic cables on Dublin Boulevard. The project will also expand the adaptive traffic signal system along key corridors and will connect existing and new public safety infrastructure, such as situational awareness cameras and automated license plate recognition cameras, to the high-speed fiber optic communications system. The first phase of one of the sub-projects to install a conduit pathway between Civic Center and San Ramon Road to accommodate the future fiber optic upgrade to city infrastructure is complete.

The project also updated the City of Dublin Travel Demand Forecasting Model to provide traffic flow projections on the arterial and collector roadways as well as analyzed future land use development proposals and transportation network changes in the City. In April 2021, the project resulted in the City Council adopting a resolution establishing the California Environmental Quality Act transportation thresholds of significance for Vehicle Miles Traveled.

PROJECT TIMELINE: This project is being completed over multiple years and phases. The installation of fiber optic cables on Dublin Boulevard between San Ramon Road and Sierra Court and between Hacienda Drive and Tassajara Road is currently in design, with construction anticipated to begin in 2025.

ANNUAL OPERATING IMPACT: $10,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$132,442	$55,040						$187,482
9200 – Contract Services	$1,220,200	$225,000						$1,445,200
9400 – Improvements	$2,897,725	$540,000						$3,437,725
9500 – Miscellaneous	$4,900	$5,000						$9,900
9600 – Equipment	$5,120							$5,120
TOTAL	$4,260,387	$825,040						$5,085,427

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$79,851							$79,851
1101 – General Fund Designated Reserves	$1,420,149							$1,420,149
2201 – State Gas Tax	$104,000							$104,000
2204 – Measure B Sales Tax - Local Streets Fund (ACTC)	$248,640							$248,640
2207 – TFCA/Transportation for Clean Air	$79,771							$79,771
2212 – Vehicle Registration Fee (ACTC)	$752,356	$35,040						$787,396
2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)	$400,000	$750,000						$1,150,000
2220 – Road Maint. & Rehab. Account (RMRA)	$654,320	$40,000						$694,320
4301 – Eastern Dublin Transportation Impact Fee	$200,000							$200,000
4304 – Western Dublin Transportation Impact Fee	$199,000							$199,000
6305 – Internal Service Fund - Equipment	$122,300							$122,300
TOTAL	**$4,260,387**	**$825,040**						**$5,085,427**

Number – ST0124	CITYWIDE STORM DRAIN IMPROVEMENTS	Program – STREETS

PROJECT DESCRIPTION

This project will provide for the planning, design, maintenance, and construction of various improvements to citywide storm drainage facilities that may be located outside the public street rights-of-way, such as v-ditches and culverts on City-owned properties or public easements, such as the large G-3 box culvert running parallel to I-580. The first phase of the project will include a storm drainage master plan and/or condition assessment report with recommendations for maintenance or improvements. Future phases will include design and maintenance and/or construction to implement the recommendations from the Master Plan.

PROJECT TIMELINE: The planning phase will begin in 2025.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$4,992		$4,992	$4,992				$14,976
9200 – Contract Services	$25,008		$25,008	$150,000				$200,016
9500 – Miscellaneous				$2,508				$2,508
TOTAL	**$30,000**		**$30,000**	**$157,500**				**$217,500**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$30,000		$30,000	$157,500				$217,500
TOTAL	**$30,000**		**$30,000**	**$157,500**				**$217,500**

Number – ST0221 **DOWNTOWN DUBLIN STREET GRID NETWORK** **Program – STREETS**

PROJECT DESCRIPTION

This project provides for the planning of a new Street Grid Network, in accordance with the main principles of the Downtown Dublin Preferred Vision, which was approved by the City Council on November 5, 2019. The Street Grid Network will introduce new streets that will break down the large block format into smaller, walkable-sized blocks between 350 to 450 feet per side. The proposed extension of Golden Gate Drive north from Dublin Boulevard up to Amador Valley Boulevard will become a new main street with the classic Downtown street grid network within street rights-of-way varying between 60 and 90 feet wide. Street infrastructure may include storm drainage, sewer, water, recycled water, communications, gas, and electric utilities, as well as landscaping and irrigation.

Street rights-of-way are anticipated to be dedicated by developers. Potential other future funding sources are development impact fees, community facilities district financing, or other assessment district funding.

PROJECT TIMELINE: The planning phase began in 2020 with the update of the existing City Travel Demand Forecasting Model to provide traffic flow projections on the new roadways, analyze future land use development proposals, and transportation network changes in the Downtown. The project is currently still in the planning phase in conjunction with the review of the developer's application.

ANNUAL OPERATING IMPACT: $15,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$69,030	$8,990					$200,000	$278,020
9200 – Contract Services	$150,000						$1,000,000	$1,150,000
9400 – Improvements							$20,000,000	$20,000,000
TOTAL	**$219,030**	**$8,990**					**$21,200,000**	**$21,428,020**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$219,030	$8,990						$228,020
9998 – Unidentified							$21,200,000	$21,200,000
TOTAL	**$219,030**	**$8,990**					**$21,200,000**	**$21,428,020**

Number – ST0216	DUBLIN BOULEVARD EXTENSION – FALLON ROAD TO NORTH CANYONS PARKWAY	Program – STREETS

PROJECT DESCRIPTION

This project provides for the environmental review, preliminary engineering, design and construction of the 1.5-mile extension of Dublin Boulevard from Fallon Road to North Canyons Parkway in Livermore. The extension is planned to have four to six travel lanes, bike lanes, a Class 1 bike/multi-use path, sidewalk, curb and gutter, traffic signals, street lighting, landscaped medians, bus stops, and utilities. The preliminary engineering and Environmental Impact Report (EIR) cost allocation between the City of Dublin and City of Livermore is governed by a Memorandum of Understanding approved by the City Council on April 19, 2016. Alameda CTC has assumed the role of implementing agency for the final design phase of the project working in cooperation with the cities of Dublin and Livermore.

The preliminary engineering level cost estimate for this project is currently at $153.6 million, which includes all project mitigation costs and indirect impacts mitigation and is anticipated to be divided among the City of Dublin and the City of Livermore based on street length in each jurisdiction. It is expected that the City of Dublin share will be approximately $126.1 million, and the City of Livermore share will be $27.5 million. The unincorporated Alameda County's costs will be shared between the City of Dublin and City of Livermore with the final cost allocation to each jurisdiction to be defined by a Cooperative Agreement.

The $11.2 million identified as "Other" is from Tri-Valley Transportation Development Fee. This is an approximate amount, which will be adjusted when the funding agreement is approved.

PROJECT TIMELINE: The project EIR and precise roadway alignment were completed in 2020. The NEPA Environmental Assessment was completed in early 2021 with a Finding of No Significant Impact. The project is currently in design.

ANNUAL OPERATING IMPACT: $145,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$361,262						$200,000	$561,262
9200 – Contract Services	$17,051,105						$9,549,891	$26,600,996
9300 – Land/Right of Way	$13,324,879	$11,200,000						$24,524,879
9400 – Improvements							$74,472,415	$74,472,415
9500 – Miscellaneous	$4,466							$4,466
TOTAL	**$30,741,712**	**$11,200,000**					**$84,222,306**	**$126,164,018**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$7,290,382							$7,290,382
1101 – General Fund Designated Reserves	$20,000,000							$20,000,000
2217 – Measure BB Grants	$439,824							$439,824
2220 - Road Maint. & Rehab. Account (RMRA)	$240,005							$240,005
4301 – Eastern Dublin Transportation Impact Fee	$1,033,916							$1,033,916
4302 – Eastern Dublin Transportation Impact Fee	$1,737,585							$1,737,585
9997 – Other		$11,200,000						$11,200,000
9998 – Unidentified							$84,222,306	$84,222,306
TOTAL	**$30,741,712**	**$11,200,000**					**$84,222,306**	**$126,164,018**

Number – ST0417	DUBLIN RANCH STREETLIGHT IMPROVEMENTS	Program – STREETS

PROJECT DESCRIPTION

This project provides for the design and repainting of decorative streetlight poles. Repainting of the streetlight poles protects its integrity and improves aesthetics in the surrounding neighborhood. This project is funded by revenue collected through District assessments.

The conversion of approximately 1,626 existing streetlights into energy efficient LED in the Dublin Ranch Street Light Assessment District (1999-1) is now included within the Citywide Energy Improvements Project, CIP No. GI0121.

PROJECT TIMELINE: Painting of streetlight poles is scheduled for 2026.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$20,295	$6,760	$6,760	$6,760	$6,760	$6,760		$54,095
9200 – Contract Services	$42,386	$34,820	$34,820	$34,820	$34,820	$34,820		$216,486
9500 – Miscellaneous	$4,060	$420	$420	$420	$420	$420		$6,160
TOTAL	**$66,741**	**$42,000**	**$42,000**	**$42,000**	**$42,000**	**$42,000**		**$276,741**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2705 – Streetlight District East Dublin 1991-1	$66,741	$42,000	$42,000	$42,000	$42,000	$42,000		$276,741
TOTAL	**$66,741**	**$42,000**	**$42,000**	**$42,000**	**$42,000**	**$42,000**		**$276,741**

Number – ST0423	GOLDEN GATE DRIVE INTERSECTION IMPROVEMENTS - DUBLIN BLVD AND ST. PATRICK WAY	Program – STREETS

PROJECT DESCRIPTION

This project provides for the design and construction of improvements at the intersections of Dublin Boulevard at Golden Gate Drive and St. Patrick Way at Golden Gate Drive. This is a Western Dublin Transportation Impact Fee Program project designed to relieve congestion, reduce greenhouse gases, and is an Active Transportation Solution. The project is identified in the Downtown Dublin Specific Plan and the Bicycle and Pedestrian Plan. The improvements may include a new traffic signal at the intersection of St. Patrick Way and Golden Gate Drive; traffic signal modifications at the intersection of Dublin Boulevard at Golden Gate Drive; conversion of signal interconnection from copper to fiber optic; signage, striping and markings; necessary green stormwater infrastructure; and utility, pavement, curb, gutter, ADA curb ramps, and sidewalk modifications or adjustments. The project will also consider improvements at the BART driveway south of the Enea property. Staff will continue to seek funding opportunities.

PROJECT TIMELINE: The project is currently in the preliminary design and planning phase.

ANNUAL OPERATING IMPACT: $4,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$34,320	$8,320		$150,000				$192,640
9200 – Contract Services	$101,000	$199,000		$750,000				$1,050,000
9400 – Improvements		$609,000		$2,600,000				$3,209,000
TOTAL	**$135,320**	**$816,320**		**$3,500,000**				**$4,451,640**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
4304 – Western Dublin Transportation Impact Fee	$135,320	$816,320						$951,640
2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)				$600,000				$600,000
2215 – Measure BB Sales Tax – Bike & Pedestrian Fund (ACTC)				$400,000				$400,000
9998 – Unidentified				$2,500,000				$2,500,000
TOTAL	**$135,320**	**$816,320**		**$3,500,000**				**$4,451,640**

Number – ST0121 **GREEN STORMWATER INFRASTRUCTURE** **Program – STREETS**

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of various citywide projects that will improve water quality and provide other environmental benefits in accordance with the Green Stormwater Infrastructure (GSI) Plan, which was approved by the City Council on June 18, 2019. The GSI Plan and associated projects and trash load reduction requirements, are mandated by the Municipal Regional Stormwater Permit (MRP). Projects include stormwater full trash capture device installation throughout the City, and construction of GSI along the Iron Horse Regional Trail corridor, south of Amador Valley Boulevard.

The City and Alameda CTC entered into Cooperative Agreements on February 7, 2023 and April 16, 2024 to partner on the design, environmental permitting, and construction phases for a bio-retention and hydromodification management facility along the Iron Horse Regional Trail corridor, south of Amador Valley Boulevard, that satisfies a portion of the City's GSI requirement and Alameda CTC's project, SR84 Expressway Widening and SR84/I-680 Interchange Improvements. Alameda CTC's share of the costs is 75% of the total, which will be reimbursed to the City after expenditure. Both agencies will enter into a subsequent agreement for the maintenance phase. The "Other County Reimbursement" funding is from Alameda CTC.

PROJECT TIMELINE: Planning for trash capture device installation began in Fiscal Year 2021-22. Staff have identified approximately 80 locations for potential device installation anticipated in Fiscal Year 2024-25. Construction of GSI along the Iron Horse Regional Trail corridor will begin in summer 2024 and is anticipated to be completed late 2024.

ANNUAL OPERATING IMPACT: $7,500 for the GSI along the Iron Horse Regional Trail corridor. Alameda CTC will enter into a long-term agreement with the City to account for the on-going maintenance costs of the portion of the facility that satisfies their project.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$96,340	$30,000		$30,000				$156,340
9200 – Contract Services	$847,053	$115,000		$120,000				$1,082,365
9400 – Improvements	$2,333,670	$275,000		$300,000				$2,908,670
9500 – Miscellaneous	$12,000							$12,000
TOTAL	**$3,289,063**	**$420,000**		**$450,000**				**$4,159,063**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1101 – General Fund Designated Reserves	$953,376	$420,000		$450,000				$1,823,376
9901 – Other County Reimbursement	$2,335,687							$2,335,687
TOTAL	**$3,289,063**	**$420,000**		**$450,000**				**$4,159,063**

Number – ST0118 **IRON HORSE TRAIL BRIDGE AT DUBLIN BOULEVARD** **Program – STREETS**

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of the Iron Horse Trail bridge for bicycles and pedestrians over Dublin Boulevard. The project will construct a 230-foot clear span truss arch bridge consistent with the Iron Horse Trail Feasibility Study and preliminary bridge design, approved by the City Council on November 7, 2017. The bridge will provide safer and easier trail access, including access to and from the Dublin-Pleasanton BART station.

The Alameda CTC approved an allocation of $1,294,000 of Measure BB discretionary funds in Fiscal Year 2017-18 for the bridge design and environmental clearance. On June 17, 2019, Alameda CTC approved additional funding in the amount of $4,751,000 of Measure BB and $856,419 of Transportation for Clean Air funds for the construction phase of the project. The project will also receive funding of $1,000,000 for construction from a Developer contribution from the Boulevard Project. In fall of 2020, BART approved $1,500,000 of Measure RR Safe Routes to BART Grant for the construction phase of the project. The $600,000 identified as "Other" is from the Tri-Valley Transportation Development Fee.

PROJECT TIMELINE: The project is currently under construction and is anticipated to be completed in 2024.

ANNUAL OPERATING IMPACT: $100,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$155,460							$155,460
9200 – Contract Services	$2,419,540							$2,419,540
9400 – Improvements	$11,416,979							$11,416,979
9500 – Miscellaneous	$12,460							$12,460
TOTAL	**$14,004,439**							**$14,004,439**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2201 – State Gas Tax	$845,040							$845,040
2204 – Measure B Sales Tax – Local Streets Fund (ACTC)	$587,980							$587,980
2205 – Measure B Sales Tax – Bike & Pedestrian Fund (ACTC)	$400,000							$400,000
2207 – TFCA/Transportation for Clean Air	$856,419							$856,419
2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)	$400,000							$400,000
2215 – Measure BB Sales Tax – Bike & Pedestrian Fund (ACTC)	$300,000							$300,000
2217 – Measure BB Grants	$6,045,000							$6,045,000
2218 – Measure RR Safe Routes to BART	$1,500,000							$1,500,000
2220 – Road Maint. & Rehab. Account (RMRA)	$970,000							$970,000
4301 – Eastern Dublin Transportation Impact Fee	$500,000							$500,000
4401 – Dublin Crossing Fund	$1,000,000							$1,000,000
9997 – Other	$600,000							$600,000
TOTAL	**$14,004,439**							**$14,004,439**

Number – ST0218	SAN RAMON ROAD LANDSCAPE RENOVATION	Program – STREETS

PROJECT DESCRIPTION

This project provides for design and construction to renovate the landscaping along San Ramon Road between Silvergate Drive and Alcosta Boulevard. Proposed renovation includes the removal of failing plants, soil amendment, and installation of new plants, with an emphasis on Bay Friendly and water conserving plant species. Much of the existing landscaping in this area was installed between 1993 and 1995, and some of the planting has reached the end of its life expectancy. Potential funding for Bay Friendly landscaping may be available from Measure D.

PROJECT TIMELINE: The project has been delayed due to prior year droughts, other adjacent projects, such as installation of a recycled water irrigation main by Dublin San Ramon Services District, as well as the potential impacts imposed by AB 1572 to achieve water conservation limits.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$12,864							$12,864
9200 – Contract Services	$19,000							$19,000
9400 – Improvements	$206,201							$206,201
9500 – Miscellaneous	$1,000							$1,000
TOTAL	**$239,065**							**$239,065**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$239,065							$239,065
TOTAL	**$239,065**							**$239,065**

Number – ST0514	SAN RAMON ROAD TRAIL LIGHTING	Program – STREETS

PROJECT DESCRIPTION

This project provides for the design and construction of improvements to the trail light fixtures between Silvergate Drive and Alcosta Boulevard. In prior years, the project included installation of tree root barriers and repair of portions of the asphalt concrete trail. Other CIP Projects (ST0514 - Storm Drain Bypass San Ramon Road, ST0117 - Annual Street Resurfacing, and ST0517 - Citywide Bicycle and Pedestrian Improvements) replaced the existing asphalt trail surface.

PROJECT TIMELINE: The trail lighting improvement portion of the project was completed in 2022. The remaining pole painting portion of the project will be completed in conjunction with the Dublin Ranch Street Light Improvements, CIP No. ST0417.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$21,378							$21,378
9200 – Contract Services	$31,142							$31,142
9400 – Improvements	$119,891							$119,891
9500 – Miscellaneous	$1,050							$1,050
TOTAL	**$173,461**							**$173,461**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$173,461							$173,461
TOTAL	**$173,461**							**$173,461**

Number – ST0119	TASSAJARA ROAD IMPROVEMENTS - NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL	Program – STREETS

PROJECT DESCRIPTION

This project provides for design and construction to complete the street improvements on Tassajara Road, from North Dublin Ranch Drive to Quarry Lane School. The scope of this project was previously included as part of CIP No. ST0116 - Tassajara Road Realignment & Widening, which included the design and construction of Tassajara Road from North Dublin Ranch Drive to Dublin's northern limit. In Fiscal Year 2018-19, the scope of ST0116 was revised to only include the segment of Tassajara Road north of Fallon Road.

The project will improve Tassajara Road to a four-lane arterial standard, with bike lanes, sidewalks, landscaped median, stormwater treatment areas, and other associated street improvements. Portions of the existing roadway have been improved by adjacent development projects and this project will complete the street improvements implementing the General Plan and the Complete Streets Policy. This roadway segment is a project within the Eastern Dublin Transportation Impact Fee program. Preliminary engineering and environmental documentation were completed as part of ST0116. The $1,450,000 identified as "Other" is from Tri-Valley Transportation Development Fee.

PROJECT TIMELINE: The project is currently in design and right-of-way acquisition. Construction is anticipated to begin in 2025.

ANNUAL OPERATING IMPACT: $20,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$136,040							$136,040
9200 – Contract Services	$2,169,660							$2,169,660
9300 – Land/Right of Way	$436,300							$436,300
9400 – Improvements	$10,340,000	$500,000						$10,840,000
9500 – Miscellaneous	$418,000							$418,000
TOTAL	**$13,500,000**	**$500,000**						**$14,000,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2201 – State Gas Tax	$1,201,980							$1,201,980
4301 – Eastern Dublin Transportation Impact Fee	$3,848,020							$3,848,020
4305 – Traffic Impact Fee – Dougherty Valley	$1,500,000							$1,500,000
4306 – Tri-Valley Transportation Development Fee	$5,500,000							$5,500,000
2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)		$500,000						$500,000
9997 – Other	$1,450,000							$1,450,000
TOTAL	**$13,500,000**	**$500,000**						**$14,000,000**

Number – ST0116	TASSAJARA ROAD REALIGNMENT AND WIDENING - FALLON ROAD TO NORTH CITY LIMIT	Program – STREETS

PROJECT DESCRIPTION

The project provides for the planning and preliminary engineering to define a new roadway alignment, design cross-section, right-of-way, and environmental clearance for Tassajara Road between North Dublin Ranch Drive and the City and Contra Costa County limits. The project also provides for the design and construction of a realigned Tassajara Road from Fallon Road to the northern city limit, which will be coordinated with Contra Costa County. Planning and preliminary engineering costs will be split in accordance with the Memorandum of Understanding, which was approved on September 16, 2014. Costs for the design and construction will be agreed upon and split proportionally with the work within each jurisdiction. The City and Contra Costa County executed a JEPA on September 23, 2020 for Contra Costa County to lead the project design, which started in January 2021. The design and construction of the southerly Tassajara Road segment is included in another Capital Improvement Program project, Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School (ST0119).

This project will widen Tassajara Road to a four-lane arterial standard with bike lanes, sidewalks, landscaped median, stormwater treatment areas, and other associated street improvements. Segments of the existing roadway have been improved by adjacent development projects. This project will complete the street improvements and realign the remaining segments of the existing roadway to improve safety and achieve better circulation while adhering to the Complete Streets Policy. The roadway segment is a project within both the Tri-Valley Transportation Council Strategic Expenditure Plan (Project B-8) and the Eastern Dublin Transportation Impact Fee Program. The $1,000,000 in "Other" funding is from Tri-Valley Transportation Development Fee.

PROJECT TIMELINE: The project is currently in design. Construction is anticipated to begin in 2026.

ANNUAL OPERATING IMPACT: $15,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$352,478							$352,478
9200 – Contract Services	$1,924,149							$1,924,149
9300 – Land/Right of Way	$1,980,000							$1,980,000
9400 – Improvements	$7,072,476	$1,000,000						$8,072,476
9500 – Miscellaneous	$495,313							$495,313
TOTAL	**$11,777,416**	**$1,000,000**						**$12,777,416**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2201 – State Gas Tax	$200,000							$200,000
2220 – Road Maint. & Rehab. Account (RMRA)	$692,059							$692,059
4301 – Eastern Dublin Transportation Impact Fee	$6,008,739							$6,008,739
4303 – Traffic Impact Fee – Category 3	$409,263							$409,263
4305 – Traffic Impact Fee – Dougherty Valley	$3,964,338							$3,964,338
4306 – Tri-Valley Transportation Development Fee	$503,017							$503,017
9997 – Other		$1,000,000						$1,000,000
TOTAL	**$11,777,416**	**$1,000,000**						**$12,777,416**

Number – ST0123	TRAFFIC SIGNAL AND ROADWAY SAFETY IMPROVEMENTS	Program – STREETS

PROJECT DESCRIPTION

This project will provide for feasibility, design, and construction and modification of traffic signals and roadway safety improvements at locations prioritized and recommended by Local Roadway Safety Plan (LRSP), which was approved in January 2023. Improvements include upgrading the signal equipment such as traffic signal poles/mast arms, vehicle and pedestrian signal heads, signal controllers, cabinet upgrades, streetlighting/safety lighting improvements, signal phasing and timing changes, signing and striping improvements, and other alternatives identified in the LRSP toolbox and under systemic and site recommendations. The project will also provide for evaluating the design and installation of protected intersection elements.

PROJECT TIMELINE: The project will be performed in phases. The first 20 intersections are in design and anticipated to be completed in 2025.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$20,800							$20,800
9200 – Contract Services	$149,200							$149,200
TOTAL	**$170,000**							**$170,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2214 – Measure B Sales Tax – Local Streets Fund (ACTC)	$85,000							$85,000
2215 – Measure BB Sales Tax – Bike & Pedestrian (ACTC)	$85,000							$85,000
TOTAL	**$170,000**							**$170,000**

Number – ST0223	TRAFFIC SIGNAL RE-LAMPING	Program – STREETS

PROJECT DESCRIPTION

This project provides for the replacement of the traffic signal and pedestrian signal LED lamps at approximately 78 signalized intersections. The City currently has 98 traffic signals, many of which were installed in 2008, and the LED lamps are reaching the end of their useful life, which is typically eight to 10 years. The City has replaced 20 signalized intersection lamps through on-going maintenance efforts. New LED lamps will ensure proper visibility of vehicle and pedestrian signal heads, which is critical for maintaining safe traffic flow.

PROJECT TIMELINE: The project is currently in design and anticipated to be completed in 2025.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$8,320		$4,160					$12,480
9200 – Contract Services	$70,000							$70,000
9400 – Improvements	$433,760		$130,840					$564,600
TOTAL	**$512,080**		**$135,000**					**$647,080**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2201 – State Gas Tax	$177,080		$60,000					$237,080
2212 – Vehicle Registration Fee (ACTC)	$260,000							$260,000
2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)			$50,000					$50,000
2215 – Measure BB Sales Tax – Bike & Ped Fund (ACTC)	$75,000		$25,000					$100,000
TOTAL	**$512,080**		**$135,000**					**$647,080**

Number – ST0323	VILLAGE PARKWAY RECONSTRUCTION	Program – STREETS

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of the replacement of the existing streetscape elements on Village Parkway between Amador Valley Boulevard and the northern city limit (approximately 6,000 linear feet). The project will transform the segment of Village Parkway between Amador Valley Boulevard and Kimball Avenue to a pedestrian and bicycle friendly roadway, which will incorporate complete streets elements such as median islands, bulbouts, decorative or high visibility crosswalks, and street lighting. The work may include the reconstruction of the median island; reconstruction of the roadway base immediately adjacent to the median island; reconstruction necessary for sidewalks improvements, ADA upgrades to curb ramps, curb, and gutter; necessary utility work; landscaping; stormwater improvements; and new pavement for the roadway.

The City Council approved the Concept Plan on February 20, 2024 and approved the recommendation to add replacement of the neighborhood concrete walls to the project. Staff will continue to seek grant funding opportunities to close the current funding shortfall. The project will receive grants funds in the amount of $9,150,000 from the State Transportation Improvement Program, which will be allocated in Fiscal Year 2027-28.

PROJECT TIMELINE: The project is currently in design. Construction is anticipated to begin in 2027.

ANNUAL OPERATING IMPACT: $100,000

		2020-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$45,032	$49,920	$64,480	$89,440	$100,000			$348,872
9200 – Contract Services	$504,968	$1,000,080	$1,000,000	$510,560	$1,000,000			$4,015,608
9400 – Improvements			$10,000,000	$5,000,000	$4,900,000			$19,900,000
9500 – Miscellaneous			$85,520					$85,520
TOTAL	**$550,000**	**$1,050,000**	**$11,150,000**	**$5,600,000**	**$6,000,000**			**$24,350,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1101 – General Fund Designated Reserves	$550,000	$1,000,000	$8,450,000					$10,000,000
2201 – State Gas Tax		$50,000	$250,000	$100,000				$400,000
2214 – Measure BB Sales Tax – Local Streets Fund			$250,000	$200,000				$450,000
9998 – Unidentified			$2,200,000	$5,300,000	$6,000,000			$13,500,000
TOTAL	**$550,000**	**$1,050,000**	**$11,150,000**	**$5,600,000**	**$6,000,000**			**$24,350,000**

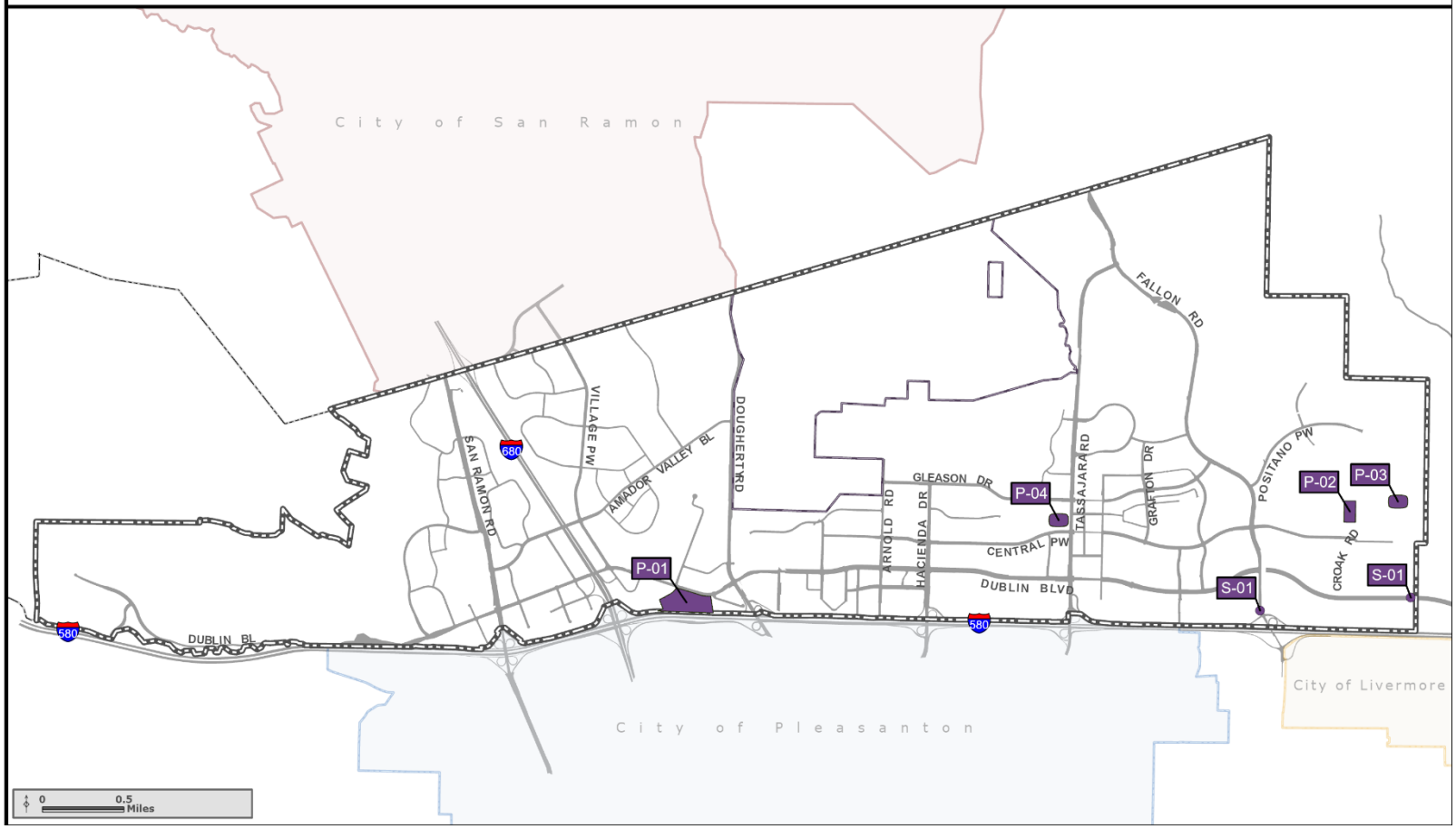
FUTURE PROJECTS

LOCATION MAP

FUTURE PROJECTS

CIP Number	CIP Name
P-01	Dublin Sports Grounds - Phase 5 Renovation
P-02	Croak Neighborhood Park West
P-03	Croak Neighborhood Park East
P-04	Emerald Glen Recreation and Aquatic Complex Phase 2

CIP Number	CIP Name
S-01	City Entrance Sign
S-02	Eastern Dublin Transportation Impact Fee (Various locations)
S-03	Western Dublin Transportation Impact Fee (Various locations)



Number – P-03	CROAK NEIGHBORHOOD PARK EAST	Program – FUTURE PROJECTS

PROJECT DESCRIPTION

This project provides for the design and construction of a 5.5-acre neighborhood park to serve new development. The park will be designed in accordance with the Neighborhood Park Standards contained in the Parks and Recreation Master Plan. Based on development projections, it is anticipated that design and construction will occur beyond the CIP time frame and will occur at or after development of the project area.

ESTIMATED COSTS: $4,890,000

Number – P-02	CROAK NEIGHBORHOOD PARK WEST	Program – FUTURE PROJECTS

PROJECT DESCRIPTION

This project provides for the design and construction of a 5.5-acre neighborhood park to serve new development. The park will be designed in accordance with the Neighborhood Park Standards contained in the Parks and Recreation Master Plan. Based on development projections, it is anticipated that design and construction will occur beyond the current CIP time frame and will occur at or after development of the project area.

ESTIMATED COSTS: $4,890,000

Number – P-01	DUBLIN SPORTS GROUNDS – PHASE 5 RENOVATION	Program – FUTURE PROJECTS

PROJECT DESCRIPTION

This project provides for the design and construction to renovate a portion of the Dublin Sports Grounds. The Phase 5 project encompasses approximately 180,000 square feet, west of Soccer Field #3, and includes installation of a sand channel drainage system, irrigation upgrades and new turf.

ESTIMATED COSTS: $2,750,000

Number – P-04	EMERALD GLEN RECREATION AND AQUATIC COMPLEX - PHASE 2	Program – FUTURE PROJECTS

PROJECT DESCRIPTION

This project provides for the design and construction of the final phase of the Emerald Glen Recreation and Aquatic Complex (known as The Wave). Amenities may include a community room and gymnasium space. This project may be modified as the City has entered into an agreement for a joint use gymnasium at the Dublin Crossing school site. Until such time, it will remain as a future project.

ESTIMATED COSTS: $17,600,000

Number – S-01	CITY ENTRANCE SIGNS	Program – FUTURE PROJECTS

PROJECT DESCRIPTION

This project provides for the design and construction to install City entrance signs at the following two locations: Fallon Road at Dublin Boulevard and at Dublin Boulevard at the eastern city limit. Currently there are no medians at these locations on which to install the signs. The new signs will conform to the City of Dublin Streetscape Master Plan and will match the existing granite monument signs currently installed within the City.

ESTIMATED COSTS: $225,000

Number – S-02	EASTERN DUBLIN TRANSPORTATION IMPACT FEE	Program – FUTURE PROJECTS

PROJECT DESCRIPTION

This project provides for the design and construction of 15 projects being partially funded by the Eastern Dublin Transportation Impact Fee (EDTIF) program. The City Council established the EDTIF program on January 9, 1995 and adopted the most recent update on December 21, 2021. This project does not include completed EDTIF projects, current projects that are individual CIP projects, or current projects to be constructed by developers. EDTIF projects within the five-year capital improvement program are: ST0116 Tassajara Road Realignment & Widening; ST0119 Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School; and ST0216 Dublin Boulevard Extension.

ESTIMATED COSTS: $61,750,000

Number – S-03	WESTERN DUBLIN TRANSPORTATION IMPACT FEE	Program – FUTURE PROJECTS

PROJECT DESCRIPTION

This project provides for the design and construction of eight projects being partially funded by the Western Dublin Transportation Impact Fee (WDTIF) program. The City Council adopted an update to the WDTIF on September 6, 2016. The WDTIF program includes a total of nine projects, however the following three projects are within the five-year capital improvement program: ST0815 - Amador Plaza Road Bicycle and Pedestrian Improvements, and ST0423 - Golden Gate Drive Intersection Improvements - Dublin Boulevard and St. Patrick Way.

ESTIMATED COSTS: $8,750,000

RESOLUTION NO. 24 - 03

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN

FINDING CONFORMITY WITH THE GENERAL PLAN FOR THE FISCAL YEAR 2024-25 AND FISCAL YEAR 2025-26 PROJECTS IN THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2024-2029

WHEREAS, the City of Dublin has prepared a Five-Year Capital Improvement Program (CIP) outlining major infrastructure improvements for the years 2024-2029; and

WHEREAS, Sections 65103 of the Government Code requires that the Planning Commission review the Capital Improvement Program for consistency with the City of Dublin General Plan; and

WHEREAS, Sections 65401 and 65402(a) of the Government Code require that plans for major public works projects for the ensuing fiscal year be submitted to the Planning Commission for review as to conformance with the adopted City of Dublin General Plan; and

WHEREAS, the proposed finding of General Plan Conformance is not a project as defined by the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15378 because it does not commit the City to any of the identified projects in the CIP; and

WHEREAS, the Planning Commission did review and consider the draft document and heard recommendations at a public meeting on April 23, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City of Dublin Planning Commission doeshereby find that those major public works projects proposed to occur during Fiscal Year 2024-25 and 2025-26 as presented in the 2024-2029 Capital Improvement Program are covered by the adopted General Plan and comply with the General Plan as adopted.

BE IT FURTHER RESOLVED that said Resolution shall be submitted to the City Council in accordance with the Government Code.

PASSED, APPROVED AND ADOPTED this 23rd day of April 2024 by the following vote:

AYES: **Aini, Grier, Thalblum, Tyler, Wright**

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
Stephen Wright
8AAE4AA4B24E47C...
Planning Commission Chair

ATTEST:

DocuSigned by:

Meda Zayer

24623EF0D46C4C6...

Assistant Community Development Director

Proposed Five-Year Capital Improvement Program 2024-2029

June 4, 2024

DUBLIN
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Background and Schedule

- 5-year Capital Improvement Program (CIP) is drafted every two years to coincide with the City of Dublin two-year budget process
- March 1 – Preliminary Budget and CIP was presented at City Council Strategic Planning Workshop
- March 14 – Heritage and Cultural Arts Commission Reviewed Related CIP projects
- April 16 – Draft Proposed CIP presentation at City Council
- April 23 – CIP presentation to Planning Commission
- May 20 – Parks and Community Services Commission Reviewed Related CIP projects
- **June 4 – CIP presentation and public hearing at the City Council**

Capital Improvement Program

- A Capital Improvement Program (CIP) is a five-year planning document used by the City to identify and establish budgets for capital improvement projects.

- CIP project budgets are funded from various funding sources, including General Fund, Impact Fees, Assessment Districts, and Grants.

- CIP funding is annually appropriated, coinciding with the City Budget process.

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PROPOSED FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
2024 – 2029

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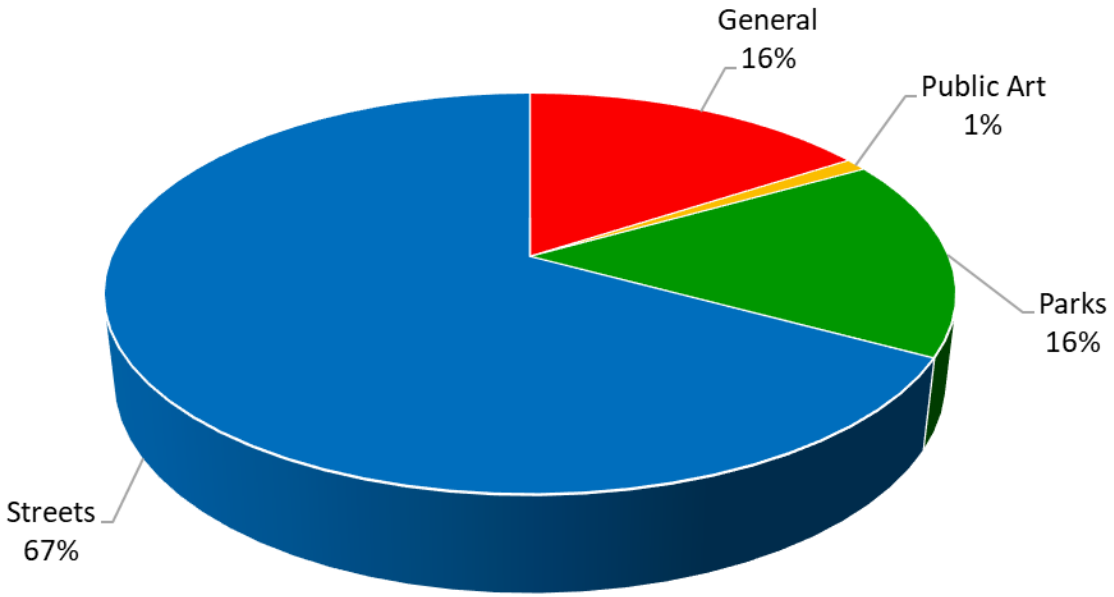
Cost Summary



CATEGORY	2024-25	2025-26	2026-27	2027-28	2028-29	Five-Year
General Improvements	$10,425,459	$3,952,000	$500,000	$1,500,000	$200,000	$16,577,459
Public Art	$500,000	$300,000	$250,000	$0	$0	$1,050,000
Parks	$1,943,185	$8,579,595	$150,000	$1,100,000	$5,150,000	$16,922,780
Streets	$22,150,578	$16,607,000	$14,999,500	$11,292,000	$5,292,000	$70,341,078
TOTAL	**$35,019,222**	**$29,438,595**	**$15,899,500**	**$13,892,000**	**$10,642,000**	**$104,891,317**

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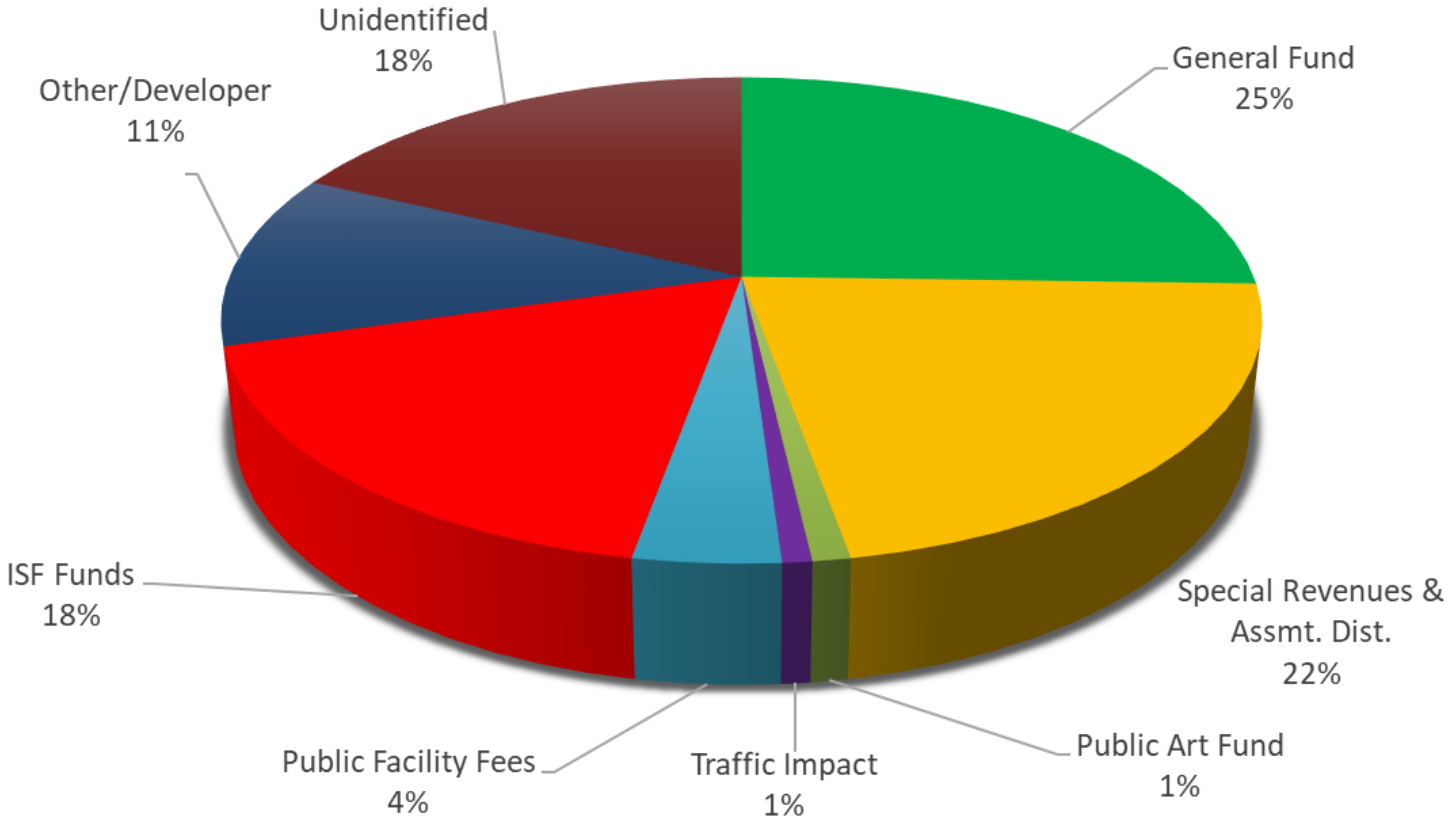
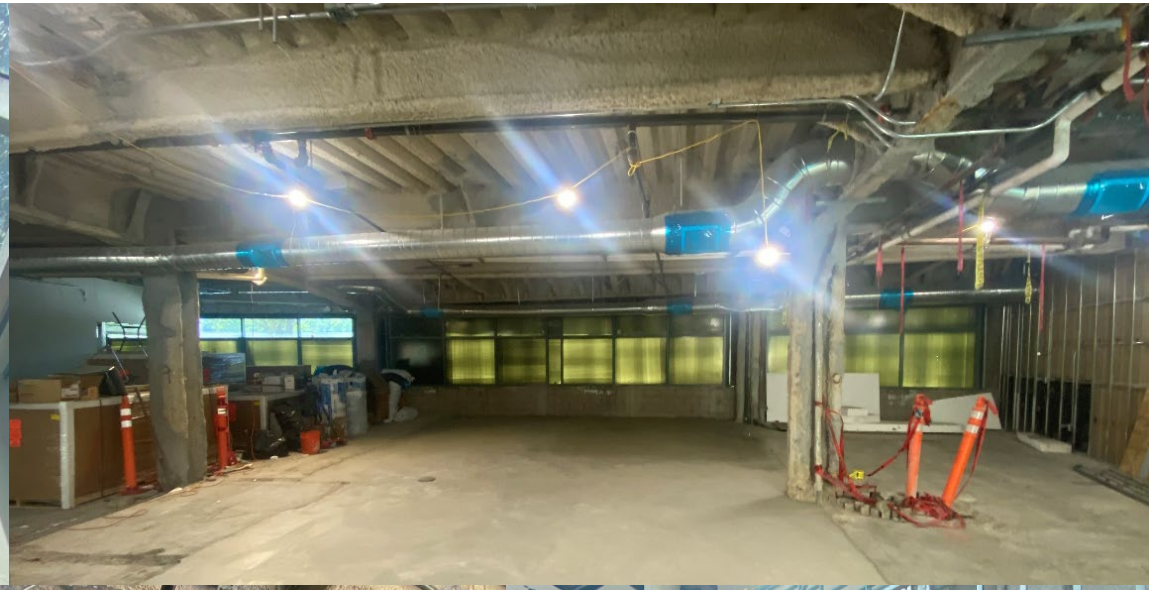
Funding Summary

Funding Sources



General Improvements



General Improvements

	PROJECT NAME	PRIOR YEARS	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
	Audio Visual System Upgrade	$473,040	$771,000	$177,000					$1,421,040
	Citywide Energy Improvements	$23,014,270	$1,500,000	$1,000,000					$25,514,270
	Civic Center Elevator Modernization			$900,000					$900,000
	Civic Center Exterior Glazing, Sealing &		$4,250,000						$4,250,000
	Civic Center Rehabilitation	$2,031,730	$205,000						$2,236,730
*	Condition Assessment of Water Features		$50,000						$50,000
*	Corporation Yard Equipment Wash Pad							$475,000	$475,000
	Dublin Arts Center	$14,397,035							$14,397,035
	Dublin Standard Plans & Details Update	$142,500							$142,500
	Electric Vehicle (EV) Charging Stations	$230,000	$197,459					$300,000	$727,459
	Exterior Painting at Various City Facilities	$785,000							$785,000
*	Facilities Parking Lot Resurfacing		$500,000	$500,000					$1,000,000
	Financial System Replacement	$2,515,000							$2,515,000
	Irrigation System Upgrades	$1,840,000							$1,840,000

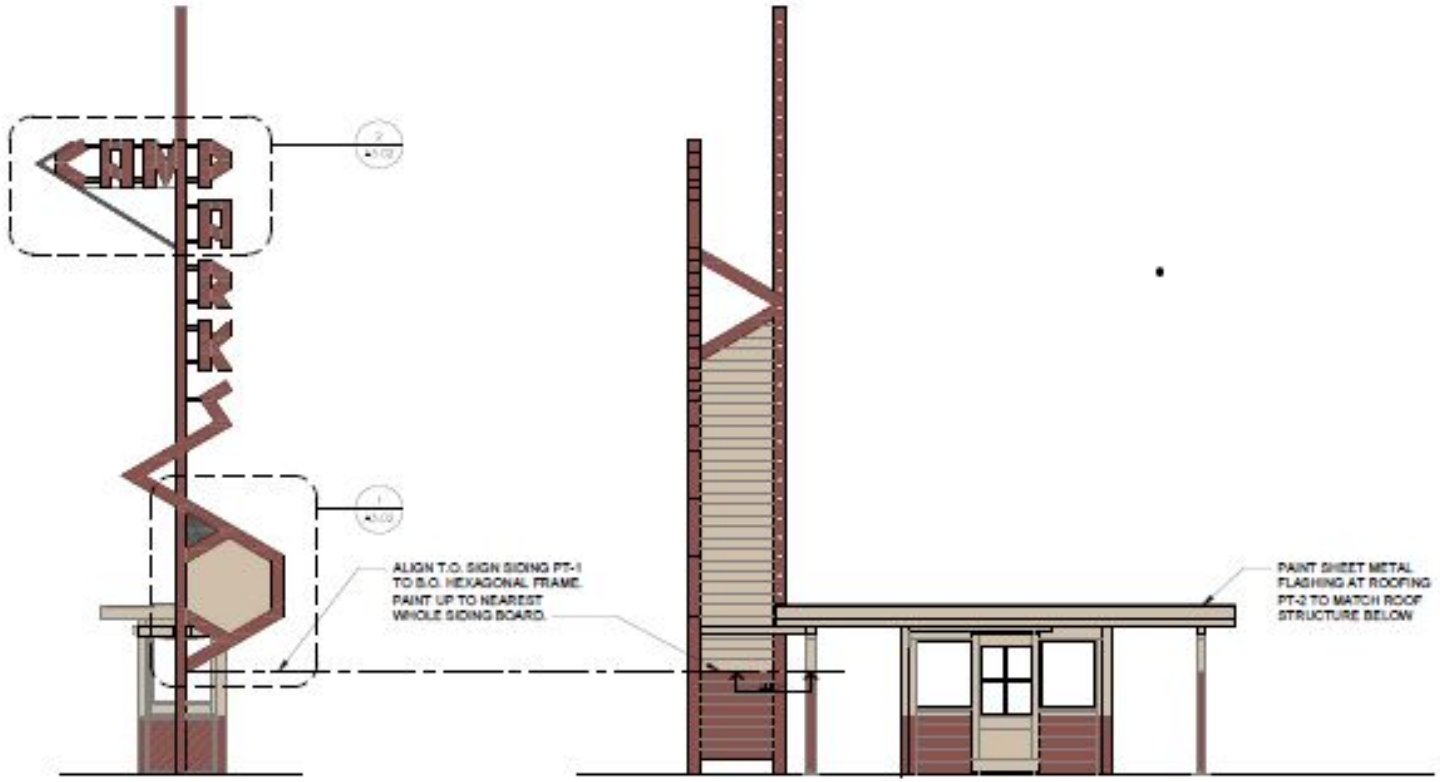
* New Project

General Improvements

	PROJECT NAME	PRIOR YEARS	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
	IT Infrastructure Improvement	$1,243,600							$1,243,600
	Library Tenant Improvements	$2,835,665	$2,000,000						$4,835,665
	Marquee Signs	$495,000	$350,000						$845,000
	Municipal Fiber	$140,000							$140,000
	Resiliency and Disaster Preparedness Imp.	$1,102,189	$277,000	$1,375,000					$2,754,189
	Roof Replacement at Various City Facilities	$655,000							$655,000
*	Shannon Community Center Play Yard						$200,000		$200,000
	Situational Awareness Camera Program	$585,000							$585,000
*	Waste Enclosure Upgrades		$325,000					$2,800,000	$3,125,000
*	The Wave Pool Replastering				$500,000	$1,500,000			$2,000,000
	TOTAL	**$52,485,029**	**$10,425,459**	**$3,952,000**	**$500,000**	**$1,500,000**	**$200,000**	**$3,575,000**	**$72,637,488**

* New Project

Public Art



Camp Parks Sign

Public Art

	PROJECT NAME	PRIOR YEAR	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
	Camp Parks Sign	$500,450							$500,450
	Downtown Dublin	$650,000	$300,000	$300,000	$250,000				$1,500,000
	Heritage Park	$594,700							$594,700
*	Outdoor Murals		$200,000						$200,000
	TOTAL	**$1,745,150**	**$500,000**	**$300,000**	**$250,000**				**$2,795,150**

* New Project

Park Improvements

DUBLIN
CALIFORNIA

Wallis Ranch Community Park

Parks

	PROJECT NAME	PRIOR YEARS	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
	Alamo Creek Park and Assessment District - Fence Replacement	$850,000							$850,000
	Don Biddle Community Park	$24,824,005							$24,824,005
	Downtown Dublin Town Square Park	$106,885	$4,680					$4,500,000	$4,611,565
	Dublin Sports Grounds Rehabilitation				$150,000	$600,000	$2,900,000		$3,650,000
*	Fallon Sports Park - Artificial Turf Field Replacement						$2,250,000		$2,250,000
	Fallon Sports Park - Phase 3	$9,623,000							$9,623,000
	Iron Horse Nature Park and Open Space	$5,403,000	$1,463,505	$5,269,595					$12,136,100
	Forest Park "Jordan Ranch Neighborhood Square"	$2,798,947	$350,000						$3,148,947
	Kolb Park Renovation	$450,000		$2,450,000					$2,900,000
	Parks Playground Replacement	$1,109,560							$1,109,560
	Persimmon Drive Pedestrian Path Rehabilitation	$195,000							$195,000
	Restrooms Replacement	$1,000,000							$1,000,000
*	Sports Courts Resurfacing			$600,000		$500,000		$1,000,000	$2,100,000
	Sunday School Barn Improvements		$125,000	$260,000					$385,000
	Wallis Ranch Community Park	$11,760,000							$11,760,000
	TOTAL	**$58,120,397**	**$1,943,185**	**$8,579,595**	**$150,000**	**$1,100,000**	**$5,150,000**	**$5,500,000**	**$80,543,177**

* New Project

DUBLIN CALIFORNIA

Streets

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Annual Street Resurfacing “2023 Slurry Seal”

Streets

PROJECT NAME	PRIOR YEARS	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
Amador Plaza Road Bicycle and Pedestrian Imp.	$1,413,649							$1,413,649
Annual Street Resurfacing	$15,530,538	$4,500,000	$4,500,000	$4,500,000	$4,500,000	$4,500,000		$38,030,538
City Entrance Monument Signs	$485,000							$485,000
Citywide Bicycle and Pedestrian Improvements	$4,655,372	$1,788,228	$750,000	$750,000	$750,000	$750,000		$9,443,600
Citywide Signal Communications Upgrade	$4,260,387	$825,040						$5,085,427
Citywide Storm Drain Improvements	$30,000		$30,000	$157,500				$217,500
Downtown Dublin Street Grid Network	$219,030	$8,990					$21,200,000	$21,428,020
Dublin Boulevard Extension - Fallon Road to North Canyons Parkway	$30,741,712	$11,200,000					$84,222,306	$126,164,018
Dublin Ranch Street Light Improvements	$66,741	$42,000	$42,000	$42,000	$42,000	$42,000		$276,741
Golden Gate Drive Intersection Improvements at Dublin Boulevard and St. Patrick Way	$135,320	$816,320		$3,500,000				$4,451,640
Green Stormwater Infrastructure	$3,289,063	$420,000		$450,000				$4,159,063
Iron Horse Trail Bridge at Dublin Boulevard	$14,004,439							$14,004,439

Streets

PROJECT NAME	PRIOR YEARS	2024-2025 BUDGET	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTAL
San Ramon Road Landscape Renovation	$239,065							$239,065
San Ramon Road Trail Lighting	$173,461							$173,461
Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School	$13,500,000	$500,000						$14,000,000
Tassajara Road Realignment and Widening - Fallon Road to North City Limit	$11,777,416	$1,000,000						$12,777,416
Traffic Signal and Roadway Safety Improvements	$170,000							$170,000
Traffic Signal Re-Lamping	$512,080		$135,000					$647,080
Village Parkway Reconstruction	$550,000	$1,050,000	$11,150,000	$5,600,000	$6,000,000			$24,350,000
TOTAL	**$101,753,273**	**$22,150,578**	**$16,607,000**	**$14,999,500**	**$11,292,000**	**$5,292,000**	**$105,422,306**	**$277,516,657**

Future Projects

Projects and Costs beyond the CIP timeframe ($215.35M)

- Corporation Yard Equipment Wash Pad *
- Electric Vehicle (EV) Charging Stations (Future Phase)
- Waste Enclosure Upgrades (Future Phase)
- Downtown Dublin Town Square Park (Future Phase)
- Sports Courts Resurfacing (Future Phase)
- Dublin Sports Grounds – Phase 5 Renovation *
- Croak Neighborhood Parks East and West *
- Emerald Glen Recreation and Aquatic Complex - Phase 2 *
- Downtown Dublin Street Grid Network (Future Phase)
- Dublin Boulevard Extension (Unfunded Portion of Current Project)
- City Entrance Signs *
- Eastern & Western Dublin Transportation Impact Fee Projects *

*** Future projects beyond five-year timeframe**

Recommendation

- Conduct the Public Hearing and deliberate
- Adopt the Resolution adopting the Five-Year Capital Improvement Program 2024-2029

Thank you

DUBLIN
CALIFORNIA

Agenda Item 8.1

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Review of User Fee Study and Cost Allocation Plan
Prepared by: Darlynn Haas, Management Analyst II

EXECUTIVE SUMMARY:

The City's User Fee Cost Recovery Policy calls for a comprehensive user fee study to be conducted at least every five years to assure that user fees reflect the City's underlying costs. The current fee and cost recovery model was adopted by the City Council in June 2018. On December 19, 2023, the City engaged Matrix Consulting Group, Ltd to conduct both a User Fee Study and a Cost Allocation Plan. The City Council will receive the results of the two reports prior to considering adoption of a new master fee schedule. A public hearing to adopt the master fee schedule is scheduled for June 18, 2024.

STAFF RECOMMENDATION:

Receive the reports and provide input.

FINANCIAL IMPACT:

The financial impact will be based on activity levels after the new fees are adopted and in place. Based on activity levels from Fiscal Year 2023-24, charging the full cost of providing services would result in $907,751 in fee revenue and entirely offset City costs. A partial cost recovery, as recommended by Staff, results in $570,679 in revenue, equating to a subsidy of $337,072.

DESCRIPTION:

The City's current fee and cost recovery model was developed using data from Fiscal Year 2017-18 and was adopted by the City Council in June 2018. Since then, certain fees have been updated annually to keep pace with increases in the City's costs for providing services, based on changes in the preceding December Consumer Price Index (Bureau of Labor Statistics, San Francisco-Oakland Urban Wage Earners and Clerical Workers), as prescribed by the City's User Fee Policy.

Local governments in California are permitted by State law to charge no more than the full cost of

providing the fee-related services to those who receive the benefit of the service. To calculate the full cost, it is necessary to study both the direct cost of providing services (e.g., staff time and equipment), as well as the indirect, or administrative, costs. Conducting a User Fee Study is the typical method agencies use to calculate direct costs, while a Cost Allocation Plan (CAP) calculates indirect costs. These two products must adhere to audit standards so that user fees are reasonable and defensible. In December 2023, the City engaged Matrix Consulting Group, Ltd to prepare the User Fee Study and CAP.

Overview – User Fee Study Results

In the User Fee Study (titled Cost Recovery Study Report of Findings – Attachment 1), Matrix lists the current recovery rate for each department (Attachment 1, page 2). It is important to note that the protocol for the Fee Study reflects the Fiscal Year 2023-24 Adopted Budget for estimating costs and activity levels for services provided; therefore, the identification of cost recovery levels is a snapshot based on the data from that specific year. If costs are not fully recovered from the fees collected, then the difference would be a subsidy from the City's General Fund. A summary of costs compared to revenues recovered is presented in Table 1.

Table 1. Current Departmental Recovery Rate

User Fee Departments/Divisions	(A) Costs, User Fee Service	(B) Current Revenue	(C) Difference	(D) Current Recovery Percentage
Building	$4,711,585	$4,264,214	($447,371)	91%
Engineering	$512,382	$376,390	($135,992)	73%
Finance	$311,180	$137,967	($173,213)	44%
Fire	$386,201	$376,337	($9,864)	97%
Housing	$61,640	$54,180	($7,460)	88%
Planning	$147,130	$61,077	($86,053)	42%
Police	$97,850	$50,052	($47,798)	51%
Total	$6,227,968	$5,320,217	($907,751)	85%

Table 1 shows that the City's full cost to provide fee-related service is $6.2 million, which is $0.9 million lower than revenue collected, equating to an overall recovery rate of 85%. The current recovery level for individual departments ranges from 42% in Planning to 97% in Fire.

Proposed Application of Fee Study Results

The Fee study includes lists of user fees by department (Attachment 1 -Sections 5-12). Each department section has a Fee Schedule Modification and Detailed Results area. The Fee Schedule Modification area describes fees that are proposed to be added, removed, and/or expanded. The Detailed Results area shows the current fee, the full cost of providing the related service, and the difference. New fees being proposed because of this study are denoted as "New" in the Current Fee Description column.

Notable Items

Because these studies are typically conducted every five years, agencies can see dramatic

differences in fees. The studies incorporate not only current personnel costs, but current department staffing structures, as well as current software and other technologies used in providing the services.

Subsidized Fees

The City's User Fee Policy (Attachment 4) allows for costs to not be the sole consideration in determining how much the City will charge for a service it provides. It further details which factors to consider when determining an appropriate cost recovery level. The main factors used to determine which fees to subsidize are:

1. Health and Safety (service recipient vs. service driver) – For services associated with regulated activities, development review, code enforcement), from which the community primarily benefits for the need for the service. (e.g., a Water Heater Permit)
2. City Public Policy/Objective – For services that related to City policies and Council goals focused on long term improvements to community quality of life. (e.g., the Business License Fee)
3. Feasibility of Collection – For services where collecting of fees should be as simple as possible in order to reduce the administrative cost of collection. (e.g., Towed/Stored Vehicle Release)
4. State Law – (e.g., Police Reports)
5. Impact on Demand (Elasticity) – At full cost recovery, pricing may significantly impact demand and may negatively impact lower-income groups. (e.g., Passport Photo Fee)

Attachment 3 list fees identified by Staff as needing discussion about potentially charging less-than-full cost recovery. The results of these recommendations are summarized by department in the below table. It should be noted that some fees are set by statute and cannot be adjusted to full cost recovery.

Table 2. Recommended Subsidy Levels, by Department

User Fee Departments/Divisions	(A) Costs, User Fee Service	(B) Revenue at Proposed Fees	(C) Subsidy	(D) Cost Recovery
Building	$4,711,585	$4,670,043	$41,542	99%
Engineering	$512,382	$512,382	$0	100%
Finance	$311,180	$137,967	$173,213	44%
Fire	$386,201	$386,201	$0	100%
Housing	$61,640	$61,640	$0	100%
Planning	$147,130	$73,366	$73,764	50%
Police	$97,850	$49,297	$48,553	50%
Total	$6,227,968	$5,890,896	$337,072	95%

The City of Dublin's new fee study identifies several items or areas that are notable and warrant discussion. These are described below.

Time and Materials Billing Rates

The City charges hourly rates for employees performing services on a time-and-materials basis. Table 3 shows the hourly rates currently being charged for City staff work, the newly calculated, full hourly cost of providing the related services, and the percentage change between the two.

Table 3. Hourly Rates

User Fee Departments/Divisions	Current Hourly Rates	New Full Cost Hourly Rates (Based on Fee Study)	% Change
Building	$255.00	$290.00	12%
Engineering	$350.00	$355.00	1%
Engineering Inspection	$279.00	$331.00	16%
Planning	$330.00	$337.00	2%

The hourly rates in the table above include the blended hourly rates of Staff performing the work in these functions, as well as an indirect cost rate, such as costs from central service departments such as Finance and Human Resources, as applicable to each department.

Overhead Rates

Many of Dublin's development-related services are provided by external contractors. In these cases, the customer pays the cost incurred by the City plus an overhead rate to cover the City cost of overseeing the contractor and the work performed. Table 4 shows the overhead rates currently being charged for development work and the newly calculated full overhead rate, as well as the percentage change between the two.

Table 4. Overhead Rates

User Fee Departments/Divisions	Current Overhead Rate	New Full Cost Overhead Rate (Based on Fee Study)	Change
Building	30%	45%	15%
Engineering	26%	46%	20%
Planning	30%	45%	15%
Citywide General	64.80%	24.48%	(40.32%)

Credit Card Fee

The City is assessed a fee on all credit card charges, and historically, has absorbed this fee as a cost of doing business. However, with a significant shift to online payments and the increased use of in-person contactless payments, the number of credit card transactions has continued to grow. Applying a 3% charge to such transactions would allow the City to recover these charges (equating to about $130,000).

Technology Fee

The City is currently in the process of upgrading its Land Use and Permitting system, a component of the Enterprise Resource Planning system. Due to the high cost involved with these systems, Staff requested that Matrix identify potential ways to offset this cost in the future when the system

reaches the end of its useful life. One way to accomplish that is to charge a technology fee on development permits. Matrix determined that a 2% fee added to the cost of a permit would allow the City to accumulate adequate funds ($1.5 million over 10 years) to replace the system. This is a practice currently in place in both Hayward (6%) and Livermore (2%).

EV Charging Fees
Currently the City charges $0.33 per kilowatt-hour on its Level 2 chargers at City facilities, equating to $0.99 per charging hour (the current Level 2 chargers typically produce a minimum of three kilowatts per hour, though this can vary by vehicle). The current fee was established to cover the cost of electricity, but it does not cover the maintenance agreements or surcharges by the charging vendors. While the actual cost of this service varies by location and vendor, it is believed the City would need to charge between $0.75 - $0.80 per kilowatt-hour to cover all costs. This means that a customer could pay $2.40 per charging hour in Dublin. Rates charged by selected other agencies are shown on page 13 of the Fee Study.

Overview – Cost Allocation Plan (CAP)
The CAP is an accounting report that calculates the City's indirect, or overhead, costs as expressed by a percentage rate. This rate is then applied to fee-related service costs to identify the total cost of providing services. Administrative costs are derived from departments that support more than one program area and are not easily identifiable to specific activities (e.g. Finance and Human Resources).

The indirect rate is also utilized for new fees that are developed before the next user fee study is conducted, and for overhead charges on other services not shown in the Master Fee Schedule.

Conclusion
Staff will incorporate the fees shown in this report, including any adjustments the City Council makes, into the new Master Fee Schedule. The Public Hearing to adopt the Master Fee Schedule has been noticed for June 18, 2024. Per State Law, all new or increased development-related fees cannot become effective until 60 days after their adoption. At the June 18, 2024 Public Hearing, Staff will recommend that all non-development fees become effective July 1, 2024, and that development fees become effective September 1, 2024.

STRATEGIC PLAN INITIATIVE:

Strategy 4: Organizational Health
Objective 4E: Complete an update to the User Fee Study.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Report on Cost of Services (User Fee) Study
2) Full Cost Allocation Plan

3) Subsidized Fee Recommendations
4) User Fee Cost Recovery Policy

Report on Cost of Services (User Fee) Study

CITY OF DUBLIN, CALIFORNIA

FINAL REPORT

May 2024

matrix consulting group

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1. Introduction and Executive Summary

The report, which follows, presents the results of the Cost of Services (User Fee) Study conducted by the Matrix Consulting Group for the City of Dublin, California.

Project Background and Overview

The City of Dublin has not conducted a comprehensive fee analysis since 2017. The purpose of this study was to evaluate time and cost assumptions and determine the full cost (direct and indirect) of providing City services based on the current organizational structure and processes. The project team analyzed the cost-of-service relationships that exist between fees for service activities in the following areas: City Clerk, Finance, Police, Fire, Housing, Planning, Building, and Engineering / Public Works. The results of this Study provide an updated understanding of current service levels and the maximum justifiable cost for those services.

General Project Approach and Methodology

The methodology employed by the Matrix Consulting Group is a widely accepted "bottom up" approach to cost analysis, where time spent per unit of fee activity is determined for each position within a Department or Division. Once time spent for a fee activity is determined, all applicable City costs are then considered in the calculation of the "full" cost of providing each service. The following table provides an overview of the types of costs included in establishing the "full" cost of services provided by the City:

Table 1: Overview of Cost Components

Cost Component	Description
Direct	Fiscal Year 2024 Budgeted salaries, benefits, and allowable expenditures.
Indirect	Division, departmental, and Citywide support.

Together, the cost components in the table above comprise the calculation of the total "full" cost of providing any particular service, regardless of whether a fee for that service is charged.

The work accomplished by the Matrix Consulting Group in the analysis of fees for service involved the following steps:

- **Department / Division Staff Interviews:** The project team interviewed department / division staff regarding their needs for clarification to the structure of existing fee items, or for addition of new fee items.

- **Data Collection:** Data was collected for each permit / service, including time estimates. In addition, all budgeted costs and staffing levels for Fiscal Year 2024 were entered into the Matrix Consulting Group's analytical software model.

- **Cost Analysis:** The full cost of providing each service included in the analysis was established.

- **Review and Approval of Results with City Staff:** Department and City management has reviewed and approved these documented results.

A more detailed description of user fee methodology, as well as legal and policy considerations are provided in subsequent chapters of this report.

Summary of Results

When comparing FY24 fee-related budgeted expenditures with fee-related revenue from FY23, the City is under-recovering its costs by approximately $908,000 or recovering 85% of its costs. The following table shows by major service area: the revenue collected, the total annual cost, the resulting difference, and the resulting cost recovery percentage.

Table 2: Annual Cost Recovery Analysis

Service Area	Current Revenue[1]	Fee-related Cost[2]	Difference	Cost Recovery %
Building	$4,264,214	$4,711,585	($447,371)	91%
Engineering	$376,390	$512,382	($135,992)	73%
Finance	$137,967	$311,180	($173,213)	44%
Fire	$376,337	$386,201	($9,864)	97%
Housing	$54,180	$61,640	($7,460)	88%
Planning	$61,077	$147,130	($86,053)	42%
Police	$50,052	$97,850	($47,798)	51%
Total	**$5,320,217**	**$6,227,968**	**($907,751)**	**85%**

The Building Division's deficit of $447,000 has the largest dollar value, primarily due to permits for valuation-based projects. Reviewing those fees will allow the City to achieve greater cost recovery. The next largest under-recovery is in relation to Finance fees at $173,000 due to business license registrations and annual renewals. Reviewing and updating that fee structure will help the City account for that deficit.

The detailed documentation of this study will show an over-collection for some fees (on a per unit basis), and an undercharge for most others. The results of this analysis provide

[1] This revenue is based on taking FY23 workload information and multiplying it against current fees to calculate the projected revenue.
[2] Fee-related cost represents for that same workload information multiplying it against the full cost calculated in the study. It will not tie to the total departmental expense, as it is meant to tie to the total fee-related cost incurred based upon application and permits processed.

each Department and the City with guidance on how to right-size their fees to ensure that each service unit is set at an amount that does not exceed the full cost of providing that service. The display of the cost recovery figures shown in this report are meant to provide a basis for policy development discussions among Council members and City staff, and do not represent a recommendation for where or how the Council should act. The setting of the "rate" or "price" for services, whether at 100 percent full cost recovery or lower, is a policy decision to be made only by the Council, with input from City staff and the community.

Considerations for Cost Recovery Policy and Updates

The Matrix Consulting Group recommends that the City use the information contained in this report to make any necessary updates to their formal Cost Recovery polices and continue with their annual updates to fees for service.

1 Adopt a Formal Cost Recovery Policy

The Government Finance Officers Association's (GFOA) best practices for *Establishing Government Charges and fees* states that governmental entities should adopt formal policies regarding charges and fees which include the jurisdiction's intention to recover the full cost or partial costs of providing services, sets forth circumstances under which the jurisdiction might set a charge or fee at less than or more than 100% of full cost, and outlines the considerations that might influence the jurisdiction's pricing decision.

The City of Dublin already has a formalized cost recovery policy in place for its fees, including department specific policies focusing on Parks and Recreation as well as other service areas. The City should review the updated results in the context of that policy and make any adjustments to the policy to reflect the updated cost recovery levels and goals.

2 Continue Annual Fee Update / Increase Mechanism

The purpose of a comprehensive update is to completely revisit the analytical structure, service level estimates and assumptions, and to account for any major shifts in cost components or organizational structures that have occurred since the City's previous analysis.

GFOA best practices for *Establishing Government Charges and Fees* states that governmental entities should review, and update charges and fees periodically based on factors such as the impact of inflation, other cost increases, adequacy of cost recovery, use of services, and the competitiveness of current rates to avoid large infrequent fee increases. Therefore, it is recommended the City continue the practice of conducting comprehensive analyses every five to seven years as this practice captures any changes

to organizational structure, processes, code amendments, as well as any new service areas.

In between comprehensive updates, the City should continue to utilize published industry economic factors such as Consumer Price Index (CPI) or other regional factors to update the cost calculations established in the Study on an annual basis. Utilizing an annual increase mechanism ensures that the City receives appropriate fee increases that reflect growth in costs. This annual increase factor should be consistent across all departments / services and be agreed upon by City Council.

2. Legal Framework and Policy Considerations

This section of the report is intended to provide an overview regarding overall legal rules and regulations as well as general policy considerations for fees for service. A "user fee" is a charge for service provided by a governmental agency to a public citizen or group. In California, several constitutional laws such as Propositions 13, 4, and 218, State Government Codes 66014 and 66016, and more recently Prop 26 and the Attorney General's Opinion 92-506 set the parameters under which the user fees typically administered by local government are established and administered. Specifically, California State Law, Government Code 66014(a), stipulates that user fees charged by local agencies "…may not exceed the estimated reasonable cost of providing the service for which the fee is charged".

General Principles and Philosophies Regarding User Fees

Local governments are providers of many types of general services to their communities. While all services provided by local government are beneficial to constituents, some services can be classified as globally beneficial to all citizens, while others provide more of a direct benefit to a specific group or individual. The following table provides examples of services provided by local government within a continuum of the degree of community benefit received:

Table 3: Services in Relation to Benefit Received

"Global" Community Benefit	"Global" Benefit and an Individual or Group Benefit	Individual or Group Benefit
• Police • Park Maintenance • Fire Suppression	• Parks and Recreation • Fire Prevention	• Building Permits • Planning and Zoning Approval • Site Plan Review • Engineering Development Review • Facility Rentals

Funding for local government is obtained from a myriad of revenue sources such as taxes, fines, grants, special charges, user fees, etc. In recent years, alternative tax revenues, which typically offset subsidies for services provided to the community, have become increasingly limited. These limitations have caused increased attention on user fee activities as a revenue source that can offset costs otherwise subsidized (usually) by the general fund. In Table 3, services in the "global benefit" section tend to be funded primarily through voter approved tax revenues. In the middle of the table, one typically finds a mixture of taxes, user fee, and other funding sources. Finally, in the "individual /

group benefit" section of the table, lie the services provided by local government that are typically funded almost entirely by user fee revenue.

The following are two central concepts regarding the establishment of user fees:

- **Fees should be assessed according to the degree of individual or private benefit gained from services.** For example, the processing and approval of a land use or building permit will generally result in monetary gain to the applicant, whereas Police services and Fire Suppression are examples of services that are essential to the safety of the community at large.

- **A profit-making objective should not be included in the assessment of user fees.** In fact, California laws require that the charges for service be in direct proportion to the costs associated with providing those services. Once a charge for service is assessed at a level higher than the actual cost of providing a service, the term "user fee" no longer applies. The charge then becomes a tax subject to voter approval.

Therefore, it is commonly accepted that user fees are established at a level that will recover up to, and not more than, the cost of providing a particular service.

General Policy Considerations Regarding User Fees

Undoubtedly, there are programs, circumstances, and services that justify a subsidy from a tax based or alternative revenue source. However, it is essential that jurisdictions prioritize the use of revenue sources for the provision of services based on the continuum of benefit received.

Within the services that are typically funded by user fees, the Matrix Consulting Group recognizes several reasons why City staff or the Council may not advocate the full cost recovery of services. The following factors are key policy considerations in setting fees at less than 100 percent of cost recovery:

- **Limitations posed by an external agency.** The State or an outside agency will occasionally set a maximum, minimum, or limit the jurisdiction's ability to charge a fee at all. An example includes time spent copying and retrieving public documents and / or transportation permits.

- **Encouragement of desired behaviors.** Keeping fees for certain services below full cost recovery may provide better compliance from the community. For example, if the cost of a permit for changing out a water heater in a residential home is higher than the cost of the water heater itself, many citizens will avoid pulling the permit.

- **Benefit received by user of the service and the community at large is mutual.** Many services that directly benefit a group or individual equally benefit the community as a whole. Examples include design review, historical dedications, and certain types of special events.

The Matrix Consulting Group recognizes the need for policies that intentionally subsidize certain activities. The primary goals of a User Fee Study are to provide a fair and equitable basis for determining the costs of providing services and ensure that the City complies with State law.

3. User Fee Study Methodology

The Matrix Consulting Group utilizes a cost allocation methodology commonly known and accepted as the "bottom-up" approach to establishing User Fees. The term means that the cost is calculated for each fee or line-item individually based upon the level of effort associated with that particular fee. The following chart describes the components of a full cost calculation:

The following subsections discuss the two components of the basis of the full cost.

Time Estimation

Utilization of time estimates is a reasonable and defensible approach, especially since experienced staff members who understand service levels and processes unique to the City developed these estimates. The project team worked closely with City staff in developing time estimates with the following criteria:

- Estimates are representative of average times for providing services. Extremely difficult or abnormally simple projects are not factored in the analysis.
- Estimates reflect the time associated with the position or positions that typically perform a service.
- Estimates provided by staff are reviewed and approved by the department / division, and often involve multiple iterations before a Study is finalized.
- Estimates are reviewed by the project team for "reasonableness" against their experience with other agencies.
- Estimates are not based on time and motion studies, as they are not practical for the scope of services and time frame for this project.
- Estimates match the current or proposed staffing levels to ensure there is no over-allocation of staff resources to fee and non-fee related activities.

The Matrix Consulting Group agrees that while the use of time estimates is not perfect, it is the best alternative available for setting a standard level of service on which to base a jurisdiction's fees for service while meeting the requirements of California law.

The alternative to time estimating is actual time tracking, often referred to billing on a "time and materials" basis. Except in the case of anomalous or sometimes very large and complex projects, the Matrix Consulting Group believes this approach to not be cost effective or reasonable for the following reasons:

- Accuracy in time tracking is compromised by the additional administrative burden required to track, bill, and collect for services in this manner.
- Additional costs are associated with administrative staff's billing, refunding, and monitoring deposit accounts.
- Customers often prefer to know the fees for services in advance of applying for permits or participating in programs.
- Departments can better predict revenue streams and staff needs using standardized time estimates and anticipated permit volumes.

Situations arise where the size and complexity of a given project warrants time tracking and billing on a "time and materials" basis. The Matrix Consulting Group has recommended taking a deposit and charging Actual Costs for such fees as appropriate and itemized within the current fee schedule.

Fully Burdened Hourly Rates

The fully burdened hourly rates calculated through this study include the following components:

- **Salaries:** FY24 Budgeted salaries were utilized and consolidated at the positional level.
- **Benefits:** FY24 Budgeted benefits were utilized and consolidated at the positional level.
- **Productive Hours:** Based on the City of Dublin's current personnel system rules, working or productive hours were calculated. This means taking the 2,080 starting hours and reducing the hours by vacation, sick, holidays, trainings, and administrative leave.

- **Departmental / Divisional Overhead:** This captures any internal service charges or operating supply costs such as vehicles, supplies, etc. Additionally, this component includes the cost associated with support from Director, Administrative and Analytical staff that do not directly work on fees.

- **Citywide Overhead:** This captures support provided by City Council, City Manager, City Clerk, City Attorney, Finance, and Human Resources. The costs are based upon the City's FY24 indirect cost allocation plan (provided under separate cover).

Together these components result in the generation of fully burdened hourly rates by position / classification and / or department / division. These rates were multiplied against the time assumptions to calculate the full cost of services noted in this report.

4. Results Overview

The motivation behind a cost of services (User Fee) analysis is for the City and Departmental staff to maintain services at a level that is both accepted and effective for the community, and also to maintain control over the policy and management of these services.

It should be noted that the results presented in this report are not a precise measurement. In general, a cost-of-service analysis takes a “snapshot in time”, where a fiscal year of financial and operational information is utilized. Changes to the structure of fee names, along with the use of time estimates allow only for a reasonable projection of subsidies and revenue. Consequently, City and Department staff should rely conservatively upon these estimates to gauge the impact of implementation going forward.

Discussion of results in the following chapters is intended as a summary of extensive and voluminous cost allocation documentation produced during the Study. Each chapter will include detailed cost calculation results for each major permit category including the following:

- **Modifications:** discussions regarding any proposed revisions to the current fee schedule, including elimination or addition of fees.
- **“Per Unit” Results:** comparison of the full cost of providing each unit of service to the current fee for each unit of service (where applicable).
- **Annualized Results:** utilizing volume of activity estimates annual subsidies and revenue impacts were projected.

The full analytical results were provided to City staff under separate cover from this summary report.

5. General & Administrative

The General and administrative section includes fees such as photocopies, election filings, passport-related fees, etc. The following subsections discuss fee schedule modifications and detail per unit results for each major service area.

Fee Schedule Modifications

In discussions with staff, the following modifications to the Division's fee schedule were proposed:

- **New Fees:** The following fees were proposed to be added as these are services the Department currently offers or will be offering soon but have not yet been codified on their fee schedule:
  - 'Digital Recording of Council Meeting'
  - 'Passport Photo Fee'

- **Removed Fees:** The following fees were proposed to be removed from the fee schedule as they are no longer offered by the division, covered under other services, or are no longer used by the community at large:
  - 'Bound documents, reports including Budget; CAFR; etc.'
  - 'Special Copies (Plans and Specifications For Construction, Maps, Aerial Photographs)'

These proposed modifications to the fee schedule better reflect the services provided by the City Clerk's office.

Detailed Results

The total cost calculated for each service includes direct staff costs and Departmental and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 4: Total Cost Per Unit Results – City Clerk Fees

Fee Name	Current Fee	Total Cost	Difference
Section 1.0: General & Administrative			
Photocopies – (first page or 1-page document)	$0.50	$0.50	$0.00
Photocopies – (each additional page)	$0.10	$0.10	$0.00
Mailing of photocopies	Actual Postage Costs		
Retrieval of public documents	No Charge – Included in per page cost		
Digital Recording of Council Meeting	New	$0.50	N/A

Fee Name	Current Fee	Total Cost	Difference
Copies of Political Reform Act 1974 Documents[3]	$0.10	$0.10	$0
Political Reform Act Retrieval[4]	$5	$5	$0
General Overhead	64.80%	24.48%	40.32%
Equivalent Fees and Charges	As determined by City Manager		N/A
Electric Vehicle Charging Station Fee	$0.33	$0.72[5]	($0.39)
Passport Execution Fee[6]	$35.00	$35.00	$0
Passport Photo Fee	New	$31	N/A

Several of the current fees are set by the state or outside entities, while others only incur material costs. The cost recovery impacts of City Clerk fees are minimal overall.

Annual Revenue Impact

Due to various fees being set by the state and other fees being assessed sparingly, no annual revenue impacts were calculated for this section.

Electric Vehicle Charging Station Fee

Currently, Dublin charges a fee of $0.33 per kWh for Electric Vehicle Charging with surcharges of 10% for ChargePoint or 15% for EV Connect. The City has internally evaluated the cost of this to recover electricity charges. The following table shows how the department's current fee compares to nearby jurisdictions.

Table 5: Electric Vehicle Charging Station Fee – Comparative Survey

Jurisdiction	Fee Amount
Dublin	$0.33 per kWH
Pleasanton	$1.00 per hour
San Leandro	$1.00 per hour first 4 hrs; $5 / hr between 6am-4pm; $1 / hour weekends / holidays/ 4pm-6am
San Ramon	$.39 - $2.00 per kWH
Walnut Creek	$0.16 - $1.00 per kWH

Pleasanton and San Leandro charge per hour rather than per kwh, while San Ramon and Walnut Creek charge a range of rates that differ depending on the time and day of the week. The City's current rate is on the lower end of rates charged by jurisdictions.

[3] CA Government Code 81008
[4] CA Government Code 81008
[5] This cost was determined by the City in its own evaluation of this fee, and for ChargePoint the rate would be $0.80 and for EV Connect it would be $0.75 per kWh as they have a surcharge that is assessed.
[6] This fee is set by the state.

6. Finance

Finance charges fees for services such as returned checks, impact fee credits, and business licenses. Additionally, Economic Development also provides support in relation to business licenses. Economic Development staff time has been accounted for in the cost calculation of those services. The following subsections discuss fee schedule modifications and detail per unit results for each major service area.

Fee Schedule Modifications

In discussions with both Finance and Economic Development staff, the following modifications to the Division's fee schedule were proposed:

- **Removed Fees:** The following fees were proposed to be removed from the fee schedule as they are no longer covered in the City's code:
  - Itinerant Business Registration (License)
  - Temporary Business Registration (License)
  - Master Business Registration (License)

- **Expanded Fees:** The 'New Business Registration (License)' fees was expanded to have an Inside and Outside category to differentiate the processing time involved.

These proposed modifications to the Finance fee schedule better reflect the services being provided.

Detailed Results

The total cost calculated for each service includes direct staff costs[7] and Departmental and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 6: Total Cost Per Unit Results – Finance / Economic Development Fees

Fee Name	Current Fee	Total Cost	Difference
Section 1.1: Finance / Business License			
First Returned Check Fee[8]	$25	$25	$0
Subsequent Returned Check Fee[9]	$35	$35	$0
Annual Business Registration (License)	$29	$88	($59)

[7] Finance and Economic Development staff costs.
[8] CA. Civil Code 1719 (a)(1)
[9] CA. Civil Code 1719 (a)(1)

Fee Name	Current Fee	Total Cost	Difference
New Business Registration (License) - Inside	$106	$180	($74)
New Business Registration (License) - Outside	$106	$145	($39)
Business License Transfer	$70	$76	($6)
Duplicate Business License	$26	$38	($12)
Delinquent Business License Processing Fee	$29	$17	$12
Contract Retention Escrow Fee	$73	$101	($28)
Section 1.2: Administrative Fees - Impact Fee Credit Agreement Administration			
Impact Fee Credit Statement	$137	$159	($22)
Original/Transfer agreement to establish a Park Land/Affordable Unit Impact Fee Credit	$342	$249	$93
Original/Transfer agreement to establish a Traffic Impact or Park Improvement Impact Fee Credit	$342	$249	$93
Original/Transfer agreement to establish a Fire Impact Fee Credit	$342	$249	$93
Impact Fee Credit Application Processing Fee	$155	$186	($31)
Impact Fee Credit Invoice Change Fee	$194	$234	($40)

Overall, the City is under recovering on Finance fees, ranging from a $6 loss on the 'Business License Transfer' fee to a loss of $74 on the 'New Business Registration (License) – Inside' fee. The only fees showing an over recovery are the three Original/Transfer agreement fees, and this is due to an increase in process efficiency as the time has been reduced for processing those.

Annual Revenue Impact

Based on the prior year's workload information, and current fee-related expenditures, annual cost recovery was evaluated. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

Table 7: Annual Results – Business Licenses

Fee Category	Revenue at Current Fee	Fee-Related Cost	Difference
Annual Business Registration	$68,643	$208,427	($139,784)
New Business Licenses	$69,324	$102,753	($33,429)
Total	**$137,967**	**$311,180**	**($173,213)**

Finance has an annual cost recovery of 44%, which translates to about a $173,000 annual deficit. Approximately $140,000 of the difference is accounted for by the issuance and annual renewals of Annual Business Registrations, which only has a per unit deficit of $59, but due to the sheer volume of businesses has a much larger impact.

Credit Card Transaction Fee

The City of Dublin is assessed a fee from credit card companies for any transactions that require the use of credit cards. To recover the costs associated with fees incurred, the City is considering a surcharge on all transactions which are paid using a credit card. Through this study, the project team worked with City staff to determine the appropriate surcharge amount.

In order to calculate the surcharge, the project team divided total expenses billed to the city by the credit card company by the total charges made against those credit card transactions. The following table shows this calculation:

Table 8: Credit Card Transaction Fee Calculation

Category	Amount
Credit Card Fee Charges	$127,926
Credit Card Transaction Amount	$3,921,250
Credit Card Fee Rate	**3%**

Based upon this calculation the City's full cost associated with credit card fees is 3%. As part of this analysis, the project team conducted a comparative survey of other local jurisdictions and their assessment of the Credit Card Transaction fee. Like other comparative efforts, the survey below simply shows the fees charged by the jurisdiction and does not include the basis upon which the other jurisdictions calculated or developed their fee. The following table shows the results of this comparative analysis:

Table 9: Credit Card Transaction Fee – Comparative Survey

Jurisdiction	Fee Amount
Livermore	Actual Cost
San Leandro	2.5% of Fees Paid
San Ramon	2.9% of Fees Paid
Tracy	Actual Cost

Of the surveyed jurisdictions, most charge similar to the calculated full cost at 5.14%. While San Leandro and San Ramon both base their surcharge on a percentage of the fees paid, Tracy and Livermore charge the actual cost of the credit card processing to the user.

7. Police

The Police Department is responsible for maintaining and enforcing public safety within the community. The City has in-house staff as well as contracts with Alameda County Sheriff for protection services. The fees encompassed on their fee schedule relate to fingerprinting, records subpoenas, vehicle releases, taxicab and massage parlor permits, etc. The following subsections discuss fee schedule modifications and detailed per unit results for the fee-related services provided by Police.

Fee Schedule Modifications

In discussions with staff, the following modifications to the Division's fee schedule were proposed:

The following fees were proposed to be added as these are services have been added to the code but have not yet been codified on their fee schedule:

- 'Massage Establishment – Employee Change Form'
- 'Massage Establishment - Amendment to Operations'
- 'Street Vending Permit'
- 'Street Vending Permit – Amendment'
- 'Vehicle Release - CA Vehicle Code 22651'

These proposed changes better reflect the services provided by Police.

Detailed Results

The total cost calculated for each service includes direct staff costs and Departmental and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 10: Total Cost Per Unit Results – Police Fees

Fee Name	Current Fee	Total Cost	Difference
Section 2.0: Police Services- General (Fingerprints / Records / Vehicles/ Development)			
Livescan (Fingerprints)	$34	$39	($5)
Fingerprint Card	$52	$58	($6)
Police Report / Inspection Verification	$5	$69	($64)
Records Subpoena (Subpoena Duces Tecum)[10]	$15	$158	($143)
Records subpoena: photos saved to CD	$80	$158	($78)

[10] Ca. Govt Code 6254(f) (1) and (2)

Fee Name	Current Fee	Total Cost	Difference
Visa Letter	$77	$43	$34
Fix-It Ticket Sign-Off	$10	$26	($16)
Repossessed Vehicle Release[11]	$15	$9	$6
Towed / Stored Vehicle Release	$100	$94	$6
Vehicle Release - CA Vehicle Code 22651	New	$9	N/A
Section 2.1: Police Services- Permits			
Alcohol Beverage Control (ABC) – One Day Permit	$94	$187	($93)
Bingo Permit[12]	$136	$166	($30)
Dance Permit[13]	$136	$200	($64)
Fortune Teller Permit[14]	$136	$200	($64)
Gun Dealer Permit	$273	$357	($84)
Massage Establishment – Initial[15]	$464	$357	$107
Massage Establishment – Yearly	$296	$293	$3
Massage Establishment – Employee Change Form	New	$102	N/A
Massage Establishment - Amendment to Operations	New	$102	N/A
Parade Permit[16]	$254	$124	$130
Peddler Permit[17]	$273	$124	$149
Secondhand Dealer Permit[18]	$273	$124	$149
Taxi Company (Owner) Permit - Initial[19]	$273	$286	($13)
Taxi Company (Owner) Permit – Renewal	$273	$124	$149
Taxi Driver (Operator) Annual Permit	$273	$124	$149
Tobacco Retailer License[20]	$344	$102	$242
Sidewalk Vending Permit	New	$102	N/A
Sidewalk Vending Permit - Amendment	New	$102	N/A
Section 2.2: Police Services- Hourly Rates			
Sheriffs Technician	$110	$119	($9)
Sheriff's Deputy	$220	$213	$7
Sheriff's Sergeant	$254	$255	($1)

Police shows a mix of under and over recovery on their fees. The under recovery ranges from a low of $5 for the 'Livescan (Fingerprints)' fee to a high of $143 for the 'Weapons Subpoena' fee. The fees the City is showing the highest over recovery on is the 'Tobacco Retailer License' with a surplus of $242.

Annual Revenue Impact

Based on the prior year's workload information, and current fee-related expenditures, annual cost recovery was evaluated. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

[11] Ca. Govt Code 41612
[12] (Dublin Municipal Code Chapter 5.44)
[13] (Dublin Municipal Code Chapter 5.52)
[14] (Dublin Municipal Code Chapter 4.08)
[15] (Dublin Municipal Code Chapter 4.20)
[16] (Dublin Municipal Code Chapter 5.12)
[17] (Dublin Municipal Code Chapter 4.16)
[18] (Dublin Municipal Code Chapter 4.12)
[19] (Dublin Municipal Code Chapter 6.76)
[20] (Dublin Municipal Code Chapter 4.40)

Table 11: Annual Results – Police Fees

Fee Category	Revenue at Current Fee	Fee-Related Cost	Difference
General	$37,610	$85,901	($48,291)
Permit	$12,442	$11,950	$492
Total	**$50,052**	**$97,850**	**($47,798)**

Police has an annual cost recovery of 51%, which translates to about a $48,000 annual deficit. Approximately $43,000 of the difference is due to the loss on 'Police Report / Inspection Verification', which has a per unit deficit of $64.

8. Fire

The City of Dublin contracts with the Alameda County Fire Department (ACFD) for its fire protection services. The City's Fire Prevention Department is responsible for working with ACFD to enforce fire safety within the community. The fees examined within this study relate to construction plan review and inspection, fire protection and sprinkler systems, and operational permits. The following subsections discuss fee schedule modifications and detailed per unit results for the fee-related services provided by Fire Prevention.

Fee Schedule Modifications

In discussions with staff, the following modifications to the Division's fee schedule were proposed:

- **New Fees:** The Annual Permits related to Fire Prevention Services Regulated Activities have previously been categorized by different groups to determine the fee. ACFD staff suggested removing these and instead replacing it with a 'Fire Code Operational Permit'. This new permit includes a base fee and an additional hourly fee. This change would simplify the fee schedule.

- **Removed Fees:** The following fees were proposed to be removed from the fee schedule as they are no longer offered by the division, covered under other services, or are no longer used by the community at large:
  - 'Fire Alarm Systems – (New or Tenant Improvements) – High-rise System'
  - 'Fixed Fire Protection Systems – Spray Booth per booth'
  - 'Automatic Fire Sprinkler Systems, Residential– (New and Alterations) – Underground Water Supply'
  - The shell grouping categories for 'Fire Works Displays' were removed, leaving only the base fee. ACFD staff suggested this change as there is little difference in the inspection time involved.

These proposed modifications better represent the services provided by ACFD.

Detailed Results

The total cost calculated for each service includes direct staff costs and Departmental and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 12: Total Cost Per Unit Results – Fire Prevention Fees

Fee Name	Current Fee	Total Cost	Difference
Section 4.1: Fire Prevention Services - Plan Review & Inspection			
Plan Review & Inspection			
New Construction:			
Up to 5000 sq. ft.	$670	$557	$113
5000 sq. ft. to 45,000 sq. ft.	$1,443	$1,193	$250
>45,000 sq. ft.	$1,885	$1,709	$176
Tenant Improvement:			
Up to 5000 sq. ft.	$449	$408	$41
5000 sq. ft. to 45,000 sq. ft.	$560	$584	($24)
>45,000 sq. ft.	$670	$760	($90)
Custom Single-Family Residence	$339	$408	($69)
Processing, Review, Inspection & Approval of Licensed Care Facilities	$407	$219	$188
Review and Approval of Improvement plans and/or maps	$275	$244	$31
Fire Alarm Systems – (New or Tenant Improvements)			
Fire Alarm System < 50 devices	$670	$463	$207
Fire Alarm System > 50 devices	$1,223	$1,167	$56
Fixed Fire Protection Systems			
Medical Gas System	$670	$463	$207
Hood Duct System	$670	$463	$207
Halon or Clean Agent	$780	$463	$317
Spray Booth per booth	$560	$463	$97
Automatic Fire Sprinkler Systems, Commercial– (New or Tenant Improvements)			
System < 20 heads	$560	$626	($66)
System 20-100 heads	$1,112	$1,142	($30)
> 100 heads	$7	$14	($7)
Underground Water Supply	$1,112	$790	$322
Automatic Fire Sprinkler Systems, Residential– (New and Alterations)			
NFPA 13 D master plan check and inspection	$890	$953	($63)
Additional permits for already approved master plan	$670	$764	($94)
NFPA 13R system (per unit, per building)	$890	$1,142	($252)
NFPA 13 System	$1,223	$1,142	$81
Section 4.2: Fire Prevention Services Regulated Activities			
Fire Code Operational Permits			
Fire Code Operational Permits	New	$164	N/A
Each Addl. Hour	New	$164	N/A
Section 4.3: Fire Works Displays & Sales			
Fire Works Displays			
Display Aerial Base Fee	$359	$790	($438)
Fire Works Sales			
Fireworks Stand Application	$159	$165	($6)
Fireworks Stand Inspection	$220	$164	$84
Section 4.4: Fire Prevention Services- Hourly Rates			
Fire Plan Checker II	$220	$189	$59
Fire Code Compliance Officer	$121	$164	($15)

Fire Prevention shows a mix of under and over recovery on their fees. The under-recovery ranges from a low of $15 for the 'Fire Code Compliance Officer' hourly rate to a high of $438 for the 'Display Aerial Base Fee' fee. The fees the City is showing the highest over recovery on the 'Underground Water Supply' fee with a surplus of $315. It is important to the note that the current fees and prior fee analysis was based on Deputy Fire Marshal rates, while this updated analysis is based on a Fire Plan Checker II rate, hence the reason for some over-recoveries.

Annual Revenue Impacts

Based on the prior year's workload information, and current fee-related expenditures, annual cost recovery was evaluated. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

Table 13: Annual Results – Fire

Fee Category	Revenue at Current Fee	Fee-Related Cost	Difference
Plan Review and Inspection	$356,543	$365,751	($9,208)
Regulated Activities	$13,180	$14,716	($1,536)
Fire Works Display and Sales	$6,064	$5,262	$802
Fire Prevention Services- Hourly Rates	$550	$472	$78
Total	**$376,337**	**$386,201**	**($9,864)**

Fire has an annual cost recovery of 97%, which translates to about a $10,000 annual deficit. Due to surpluses in most of the per unit areas due to the shift in staff position providing the service, the overall impact to fire is minimized. The fees should be reviewed and right sized to continue to achieve greater cost recovery.

9. Housing

The Housing Division helps provide safe, decent, and suitable living environments for low- and moderate-income Dublin residents. The Division implements the Inclusionary Zoning Ordinance and other housing programs such as the First-Time Home Buyer Loan Program. The following subsections discuss fee schedule modifications and detailed per unit results for the fee-related services provided by Housing.

Fee Schedule Modifications

In discussions with Housing staff, the only proposed modification to the fee schedule was the expansion of the 'First Time Home Loan Program', which would now include two separate fees for below and above market-rate properties.

Detailed Results

The total cost calculated for each service includes direct staff costs and Departmental and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 14: Total Cost Per Unit Results – Housing Fees

Fee Name	Current Fee	Total Cost	Difference
Below Market Ownership Units - Transaction Fee	$3,057	$3,944	($887)
Secondary Below Market Rate Unit - Transaction Fee	$1,708	$1,574	$134
Annual Below Market Rate Rental Monitoring Fee:			
20 units or less	$1,428	$2,533	($1,105)
21 to 100 units	$2,321	$3,461	($1,140)
101 + units	$3,343	$5,183	($1,840)
Annual Below Market Rate Rental Monitoring - Follow Up Compliance Fee:			
First Follow Up	$510	$265	$245
Additional Follow Up Audits	T&M	T&M	N/A
Below Market Rate Unit - Refinance Administrative Fee	$1,140	$1,184	($44)
Secondary Below Market Rate Unit - Refinance Administrative Fee	$643	$888	($245)
First time home loan program (below-market-rate property) - Administrative fee	$2,158	$1,631	$527
First time home loan program (market-rate property) - Administrative fee	$2,158	$4,377	($2,219)

Housing is currently showing a mix of under and over recovery on their fees. The under-recovery ranges from a loss of $44 on the 'Below Market Rate Unit - Refinance Administrative Fee' fee to a loss of $2,219 on the '' First time home loan program (market-

rate property) - Administrative fee'. The fees the City is showing the highest over recovery on are the Annual Below Market Rate Rental Monitoring Fees.

Annual Revenue Impacts

Based on the prior year's workload information, and current fee-related expenditures, annual cost recovery was evaluated. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

Table 15: Annual Results – Housing

Fee Category	Revenue at Current Fee	Fee-Related Cost	Difference
Below Market Ownership Units - Transaction Fee	$30,570	$40,487	($9,917)
Secondary Below Market Rate Unit - Transaction Fee	$10,248	$9,444	$804
Secondary Below Market Rate Unit Refinancing	$2,572	$3,553	($981)
First time Home Loan Program	$10,790	$8,157	$2,633
Total	**$54,180**	**$61,640**	**($7,460)**

Housing has an annual cost recovery of 88%, which translates to about a $7,500 annual deficit. The transaction fee for Below Market Ownership Units alone sees an annual deficit of almost $10,000, due to the per unit loss of $992, which is compounded by the number of transactions.

10. Planning

The Planning Division is responsible for updating the City's General Plan, as well as enforcing the City's zoning code. The fees examined within this study relate to use permits, site development review, appeals, etc. The following subsections discuss fee schedule modifications and detailed per unit results for the fee-related services provided by the Planning Division.

Fee Schedule Modifications

In discussions with staff, the following modifications to the Division's fee schedule were proposed:

- **New Fees:** 'Temporary Use Permit – With Development Deposit Account' was proposed to be added as this provides clarity for Dublin staff when processing this fee.

- **Removed Fees:** The following fees were proposed to be removed from the fee schedule have been sunset per the code:
  - 'Temporary Use Permit – Temporary Outdoor Seating'
  - 'Site Development Review Waiver – Permanent Outdoor Seating'

- **Condensed Fees:** The following fees were proposed to be condensed to simplify the fee schedule for both City Staff and the community:
  - 'Minor Use Permit – Major Amendment' was combined with 'Minor Use Permit' due to equal process and costs for both permits.
  - Four of the Conditional Use Permits be condensed into one conditional use permit.

- **Cross-Departmental Support:** Currently, the Engineering division provides support on Planning reviews and applications. For any Time & Material (T&M) projects, staff directly charge their time, but there is no mechanism to capture their cost on flat fees. Therefore, Engineering cost was added in as cross-departmental support on the appropriate flat fees.

In discussion with staff, it was decided that projects with both a flat rate entitlement and a T&M entitlement will only be charged the T&M costs to mitigate any concerns with potentially overcharging applicants.

The proposed modifications more accurately reflect the current services provided by the Division.

Detailed Results

The total cost calculated for each service includes direct staff costs[21], and Departmental and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 16: Total Cost Per Unit Results – Planning Fees

Fee Name	Current Fee	Total Cost	Difference
Section 6.1: Planning Division			
Minor Use Permit (Including Major Amendments)	$1,199	$5,322	($4,123)
Minor Use Permit – Minor Amendment	$299	$3,152	($2,853)
Conditional Use Permit (CUP)	$1,798	$9,992	($8,194)
Conditional Use Permit – Minor Amendment (Administrative Determination)	$599	$3,152	($2,553)
Conditional Use Permit – Time Extension (Administrative Determination)	$419	$910	($491)
Conditional Use Permit – Time Extension (Planning Commission Determination)	$1,798	$5,036	($3,238)
Temporary Use Permit - Minor	$299	$851	($552)
Temporary Use Permit – Major	T&M	T&M	N/A
Temporary Use Permit - With Development Deposit Account	T&M	T&M	N/A
Accommodations for persons with disabilities Review	No Fee	$673	($673)
Banner / Balloon/Searchlight	$119	$168	($49)
Indoor recreational Facilities/Day Care Center/Scarlett Court	$599	$673	($74)
Zoning Clearance-General	$89	$505	($416)
Zoning Clearance – Housing Projects Eligible for Streamlined Approval	T&M	T&M	N/A
Zoning Clearance – SB 9 Unit Developments	T&M	T&M	N/A
Non-Residential Variance	T&M	T&M	N/A
Residential Variance	T&M	T&M	N/A
Site Development Review - General	T&M	T&M	N/A
Site Development Review – Residential Additions > 500 sq. ft.	T&M	T&M	N/A
Site Development Review – Single Sign (Master Sign Program is handled as a Site Development Review-General)	$389	$673	($284)
Site Development Review Waiver	$419	$876	($457)
Site Development Review Waiver for Projects' with Development Deposit Account	T&M	T&M	N/A
Site Development Review – Time Extension (Administrative Determination)	$269	$910	($641)
Site Development Review – Time Extension (Planning Commission Determination)	$1,349	$5,036	($3,687)
Planned Development Application (Stage 1 / Stage 2)	T&M	T&M	N/A
Planned Development Minor Amendment – (Administrative Determination)	$613	$2,575	($1,962)

[21] Includes time for Planning and Engineering staff.

Fee Name	Current Fee	Total Cost	Difference
Planned Development Minor Amendment for Project's with Development Deposit Account	T&M	T&M	N/A
Planned Development Minor Amendment – (Planning Commission Determination)	T&M	T&M	N/A
Planned Development Major Amendment – (City Council Determination)	T&M	T&M	N/A
Section 6.2: Other Planning Fees			
Appeal of Action by Applicant	T&M	T&M	N/A
Appeal of Action by member of public (non-applicant)	$239	$5,098	($4,859)
Estoppel Certificate – Development Agreement	$279	$296	($17)
Heritage Tree Removal Permit	$299	$1,549	($1,250)
Preparation of Mailing Address Labels (Noticing Requirements)	$77	$598	($521)
General Plan Amendment	T&M	T&M	N/A
Specific Plan Amendment	T&M	T&M	N/A
Tentative Map	T&M	T&M	N/A
Development Agreement	T&M	T&M	N/A
Lot line adjustment	T&M	T&M	N/A
Building division permit referral ***	$163	$253	($90)
Section 6.3: Planning Composite Hourly Rates & Overhead			
Composite City Planning Staff Hourly Rate (Includes Overhead)	$330	$337	($7)
Overhead Rate - Applied to actual costs incurred for consultant services and expenses billed under T&M	30%	45%	-15%

Planning is currently under recovering on nearly all their services. The under recoveries range from a loss of $7 on the 'Composite City Planning Staff Hourly Rate' to a loss of $8,194 for the 'Conditional Use Permit (CUP)' fee.

Annual Revenue Impacts

Based on the prior year's workload information and current fee-related expenditures, annual cost recovery was evaluated. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

Table 17: Annual Results – Planning

Fee Category	Revenue at Current Fee	Fee-Related Cost	Difference
Use Permits	$13,178	$59,889	($46,711)
Zoning Clearance Fees	$7,798	$13,638	($5,840)
Site Development Review Fees	$16,221	$33,346	($17,125)
Other Planning Fees	$23,880	$40,257	($16,377)
Total	**$61,077**	**$147,130**	**($86,053)**

The Planning Division has an annual cost recovery of 42%, which translates to a deficit of almost $86,000. The largest source of the deficit is 'Conditional Use Permit'. While few of

these were processed, the total deficit from this service is $24,500 stemming from a per unit loss of $8,194. Addressing this fee alone will have a significant impact on Planning's overall cost recovery.

11. Building

The Building Division ensures all new construction and modification or additions to existing building are in compliance with federal, state, and local laws and codes. The fees examined within this study relate to plan review and construction, mechanical, electrical, and plumbing permits. The following subsections discuss fee schedule modifications and detailed per unit results for the fee-related services provided by the Building Division.

Fee Schedule Modifications

In discussions with staff, the following modifications were proposed to the current fee schedule:

- **New Fees:** The following fees were proposed to be added as these are services the Division currently offers but have not yet been codified on their fee schedule:
  - 'Energy Storage System'
  - 'EV Charger'
  - 'EV Charging Station Only – First Station'
  - 'EV Charging Station Only – Each Station after the First'
  - 'Low Carbon Concrete Review Surcharge'
  - 'Low Carbon Concrete Administrative Penalty'
  - 'Expediting fee - when approved by the Building Official'

- **Expanded Fees:** The following fees were proposed to be expanded to more provide clarity and accuracy about the services provided by the Division:
  - Currently, the valuation table includes incremental tiers up to $1 million and any project valued greater than $1 million is priced using a base plus per $1,000 multiplier. It was proposed to expand the table to include tiered costs up to $10 million, along with subsequent per $1,000 multipliers. This modification will more accurately capture the project complexity and staff time spent reviewing, inspecting, and administering the current permits processed by the community.
  - 'Replacement in-kind Heating and or Air conditioning units' was expanded to have a separate fee for the first unit and another fee for each subsequent unit.

- **Condensed Fees:** 'Construction Debris and Demolition – Non-Bonded' and 'Construction Debris and Demolition – Bonded' were added to replace the current fees in that category. The four current fees differentiate by bonded and non-bonded, as well as residential and commercial projects.

The proposed modifications streamline the fee schedule and ensure it more accurately reflects the current services provided by the Division.

Detailed Results

The Building Division collects fees based on valuation for permits for new construction, improvements, additions, etc., as well as Plan Check fees, which are charged as a percentage of the total Building permit. The Building Division also assesses fees for various structural, mechanical, electrical, and plumbing plan reviews and inspections. The total cost calculated for each service includes direct staff costs and Departmental and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 18: Total Cost Per Unit Results – Building Flat Fees

Fee Name	Current Fee	Total Cost	Difference
Section 7.1: Building and Safety Division – Building Permits (Total Valuation)			
$0-$500	$50	$160	($110)
$501-$1,000	$121	$177	($56)
$1,001-$2,000	$185	$232	($47)
$2,001-$3,000	$254	$281	($27)
$3,001-$4,000	$289	$320	($31)
$4,001-$5,000	$351	$382	($31)
$5,001-$10,000	$351.00	$382.33	($31.33)
$5,001-$10,000	$61.00	$82.49	($21.49)
$10,001-$50,000	$656.00	$794.80	($138.80)
$10,001-$50,000	$33.00	$41.48	($8.48)
$50,001-$100,000	$1,976.00	$2,454.09	($478.09)
$50,001-$100,001	$32.00	$47.70	($15.70)
$100,001-$500,000	$3,576.00	$4,839.29	($1,263.29)
$100,001-$500,000	$26.00	$28.74	($2.74)
$500,001 - $1,000,000	$13,976.00	$16,333.33	($2,357.33)
$500,001 - $1,000,000	$14.00	$16.18	($2.18)
$1,000,001 - $5,000,000	$20,976.00	$24,424.73	($3,448.73)
$1,000,001 - $5,000,000	$14.00	$14.48	($0.48)
$5,000,001 - $10,000,000	$76,976.00	$82,325.85	($5,349.85)
$5,000,001 - $10,000,000	$14.00	$10.69	$3.31
$10,000,000+	$146,976.00	$135,780.09	$11,195.91
$10,000,000+	$14.00	$10.54	$3.46
Demolition permits and removal of underground tanks	50%	50%	0%
Section 7.2: Building and Safety Division – Master Plan Check / Green Building			
Building Permits Based on Valuation Formula /$ Valuation Single Family detached tract housing (when using a Master Plan Check)			
$100,001-$500,000	$2,788	$4,162	($1,374)
$100,001-$500,001	$13	$12	$1
$500,001 and up	$7,988	$9,036	($1,048)
$500,001 and up	$4	$6	($2)

Fee Name	Current Fee	Total Cost	Difference
Section 7.3: Building and Safety Division – Residential Flat Fees			
Residential Building Permits - Flat Fees			
Bathroom Remodel or Repair	$448	$571	($123)
Electrical Appliances	$124	$207	($83)
Electrical Circuits			
First	$124	$230	($106)
Each Additional	$21	$23	($2)
Electrical Panels			
First	$184	$209	($25)
Each Additional	$57	$65	($8)
Energy Storage System	New	$301	N/A
EV Charger	New	$301	N/A
Fireplace Insert	$233	$239	($6)
Garbage Disposal	$101	$118	($17)
Gas Piping System	$229	$304	($75)
Hot Tub / Spa Portable	$229	$304	($75)
HVAC System	$243	$297	($54)
Kitchen Remodel or Repair (w/o structural modifications)	$756	$837	($81)
Lawn Sprinkler System	$116	$134	($18)
Motors	$243	$321	($78)
Plumbing Fixture	$111	$207	($96)
Roofing Replacement (Residential)	$259	$311	($52)
Shower / tub replacement only	$184	$209	($25)
Solar System - Residential Rooftop Photovoltaic (Up to 15Kw)[22]	$450	$460	($10)
Solar System - Residential Rooftop Photovoltaic (for each Kw above 15 or fraction thereof)[23]	$15	$16	($1)
Solar Pool Heating System	$357	$363	($6)
Solar Water Heaters	$304	$300	$4
Ventilation Fan	$97	$160	($63)
Water Heater	$111	$181	($70)
Water Piping System	$229	$258	($29)
Window Replacements			
First 5 windows	$221	$349	($128)
Each additional window	$11	$13	($2)
Section 7.4: Building and Safety Division – Non-Residential Flat Fees			
Non-Residential Building Permits - Flat Fees			
Solar Panel - Non-Residential Rooftop Photovoltaic			
Up to 50 Kw	$1,000	$1,647	($647)
51 Kw-250 Kw	$7	$10	($3)
above 251 Kw	$5	$8	($3)
EV Charging Station Only			
First Station	New	$2,148	N/A
Each Station after the First	New	$172	N/A
Replacement in-kind Heating and or Air conditioning units:			
First Unit	$745	$872	($127)
Each Unit after the First	$745	$213	$532
Water heaters - standard	$184	$279	($95)

[22] Government Code 66015
[23] Government Code 66015

Fee Name	Current Fee	Total Cost	Difference
Reroof			
Base (Initial square - 10ft X 10ft area)	$143	$207	($64)
Additional beyond base	$14	$16	($2)
Section 7.5: Building and Safety Division – Construction Debris & Demolition			
Non-Bonded	$253	$267	($14)
Bonded	$458	$515	($57)
Section 7.6: Building & Safety- Composite Hourly Rates & Overhead			
Composite City Building & Safety Staff Hourly Rate (Includes Overhead)	$255	$290	($35)
Overhead Rate – Applied to actual costs incurred for consultant services and expenses billed under T&M	30%	45%	(15%)
Section 7.7: Building and Safety Division – Other Fees			
Additional plan checking, alternate means and methods applications, or plan revisions	T&M	T&M	N/A
Certified Accessibility Specialist (CASp) - Meeting	$1,528	$1,427	$101
Code Compliance Survey			
Initial 100 sq. ft.	$756	$843	($87)
Each additional 100 sq. ft. or fraction thereof	$27	$32	($5)
In-plant inspections	T&M	T&M	N/A
Moved building inspection fee	T&M	T&M	N/A
Plan storage fee	$11	$21	($10)
Re-inspection fee.	$212	$237	($25)
Review geologic reports required by the Alquist-Priolo Special Studies Zones Act	T&M	T&M	N/A
Service requested outside of regular working hours / business days (4 hour min)	$289	$334	($45)
Special Investigations (Code compliance survey, lockout inspection or other special investigation.)	T&M	T&M	N/A
Address Requests (single address)	$135	$152	($17)
Address Requests (subdivision/multiple)	T&M	T&M	N/A
Issue permit refund	$80	$89	($9)
Temporary Certificate of Occupancy	$207	$254	($47)
Equivalent Fees and Charges	Actual Costs	Actual Costs	N/A
Parking Lot Pavement Repair & Restriping Permit Processing	T&M	T&M	N/A
Low Carbon Concrete Review Surcharge	New	1.63%	N/A
Low Carbon Concrete Administrative Penalty	New	$357	N/A
Expediting fee - when approved by the Building Official	New	150%	N/A

Overall, the Building Division under-recovers for valuation-based fees when the project valuation is $10 million or under. By expanding the valuation table, the City can accurately and more equitably capture costs on larger projects. It is not uncommon to see over-recovery at these levels; hence the need for expanding the table.

Building under-recovers for nearly all of its flat fees. The under recoveries ranges from a loss of $2 on the additional unit fees for Window Replacement, Electrical Panels, and Electrical Circuits, to a loss of $647 for the 'Solar Panel - Non-Residential Rooftop

Photovoltaic – Up to 50 Kw' base fee. The deficit on the Solar Panels, is due to fees being set based upon the state guidelines.

Annual Revenue Impacts

Based on the prior year's workload information and current fee-related expenditures, annual cost recovery was evaluated. The following table shows by major fee category: revenue at current fee, total projected fee-related cost, and the resulting difference.

Table 19: Annual Results – Building

Fee Category	Revenue at Current Fee	Fee-Related Cost	Difference
Valuation Based Fees	$3,362,660	$3,660,889	($298,229)
Residential Flat Fees	$655,454	$764,223	($76,842)
Non-Residential Flat Fees	$100,523	$121,277	($20,754)
Construction Debris & Demolition	$18,543	$19,853	($1,310)
Hourly Rates and Other Fees	$127,034	$145,342	($18,308)
Total	**$4,264,214**	**$4,711,585**	**($447,371)**

Building has an annual cost recovery of 91%, which translates to roughly a $447,000 deficit. It is important to note that the Revenue and Total cost for Building reflects fees and costs associated with permits collected in one fiscal year but work that can be conducted in future fiscal years.

The $298,000 difference for valuation-based fees is primarily driven by the $1,000,000 to $5,000,000 category due to the number of projects in that category and the extensive staff time required. Over $25,000 of the $76,000 residential flat fee deficit is due to the deficit associated with 'HVAC System' permits. The per unit loss on those permits is $54. Due to the large amount of permits administered even a small increase to this fee would impact cost recovery.

12. Public Works

The Public Works Department is responsible for developing, operating, and maintaining City infrastructure. The fees examined within this study relate to encroachment permits, use permits, and environmental programs, etc. The following subsections discuss fee schedule modifications and detailed per unit results for the fee-related services provided by Engineering.

Fee Schedule Modifications

In discussions with staff, the following modifications were proposed to the current fee schedule:

- **New Fees:** In discussions with staff, the 'SB1383 - Edible Food Generator Inspection Fee' was proposed to be added.
- **Consolidated Fees:** The individual environmental rates were proposed to be consolidated into a composite rate to be consistent with the Engineering composite rate.
- **Eliminated Fees:** The 'ADA Compliance Review' was removed as this service has been taken over by another Department.
- **Cross-Departmental Support:** Engineering support on Planning applications is either captured through direct billing on T&M projects or their cost has now been incorporated into the appropriate flat fees that they review.

The proposed modifications ensure the fee structure more accurately reflects the current services provided by the Division.

Detailed Results

The total cost calculated for each service includes direct staff costs and Departmental and Citywide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 20: Total Cost Per Unit Results – Engineering Fees

Fee Name	Current Fee	Total Cost	Difference
Section 8.1: Engineering / Public Works – Other Fees			
Copies - 24" x 36"	$5	$7	($2)

Fee Name	Current Fee	Total Cost	Difference
Copies of Map - plotted GIS map		Determined by City Manager	
Research Fee	$175	$178	($3)
Subdivision and Development Improvement Plan/Map Check[24]	T&M	T&M	N/A
Subdivision and Development Improvement Plan Review/Revision & Plan Check after 4th revision	T&M	T&M	N/A
Subdivision Inspections[25]	T&M	T&M	N/A
Special Study Review (i.e., Traffic Study)	T&M	T&M	N/A
Permit processing fee	$155	$201	($46)
Trenching / Road Cuts			
1 - 100 sq. ft.	$558	$992	($434)
>100 sq. ft.	$2	$2.76	($0.76)
Construction concrete sidewalk, curb, and gutter			
1- 50 sq. ft	$699	$827	($128)
Greater than 50 sq. ft	$2	$2.76	($0.76)
Constructing concrete driveways:			
Residential	$838	$992	($154)
Commercial	$1,397	$1,654	($257)
Constructing drain inlets, manholes, and connections to same	$1,117	$1,323	($206)
Encroachment Permit Resurfacing Surcharge			
100 sq. ft. or less	$119	$165	($46)
> 100 sq. ft.	$1	$3.31	($2.31)
Transportation / Oversized Vehicle Permits:			
Annual	$90	$90	$0
Single trip	$16	$16	$0
Block party / street closure	$119	$201	($82)
Filming/Photography Within Public Right of Way			
Professional Fee	$826	$875	($49)
Basic fee	$119	$201	($82)
Building division permit referral			
Residential	$681	$888	($207)
Nonresidential	$1,022	$1,244	($222)
Personal Wireless Service Facility Permit	$5,000	$5,000	$0
Watercourse Protection Permit	$15,000	$15,000	$0
Newsrack Permit	$419	$449	($30)
Inspection: Public improvements construction; grading; encroachment permits	T&M	T&M	N/A
Equivalent Fees and Charges		Actual Costs	
Amended map or certificate of correction	$693	$888	($195)
Street Vacations/Abandonment, Right of Way Dedication Review	$2,000	$5,000	($3,000)
Certificates of compliance, mergers, parcel map waivers	$3,000	$5,000	($2,000)
Investigation fee/work without a permit (encroachment)	$279	$331	($52)
Traffic control plan review (encroachment)	$410	$355	$55
Processing extension of subdivision improvement agreement or development agreement (subdivision)	T&M	T&M	N/A
Warranty inspection and project closeout (subdivision)	$1,022	$2,095	($1,073)

[24] Deposit is based on 3% of construction cost. Min = $2,500 and Max = $25,000
[25] Deposit is based on 3% of construction cost. Min = $2,500 and Max = $25,000

Fee Name	Current Fee	Total Cost	Difference
Condition of approval compliance review or single parcel review (no improvement plans)			
First Hour	$350	$355	($5)
Per Additional Hour	T&M	T&M	N/A
Grading Plan Review/Site Work Permit Review	T&M	T&M	N/A
Grading Inspection	T&M	T&M	N/A
Erosion Control Review and Inspection	T&M	T&M	N/A
Nuisance Abatement - Tree trimming, Sidewalk Repair	See Muni Code		
Section 8.3: Engineering- Composite Hourly Rates & Overhead			
Composite City Engineering Staff (Excludes Inspectors) Hourly Rate (Includes Overhead)	$350	$355	($5)
Composite City Public Works / Engineering Inspectors Rate (Includes Overhead)	$279	$331	($52)
Overhead Rate	26%	46%	-20%
Section 8.4: Environmental Programs- Fees			
Building division permit referral	$544	$980	($436)
Post Construction Stormwater Treatment Measure Inspection (per hour)	$279	$220	$59
Storm Drain Medallion	$12	$12	$0
Stormwater Facility Inspections: Restaurant/Commercial	$458	$545	($87)
Post Construction Trash Capture/Enclosure Inspection	$232	$220	$12
Review of Annual Maintenance Reports of privately maintained post-construction	$259	$320	($61)
Initial Annual Self Haul Permit	$675	$760	($85)
Annual Self Haul Permit Renewal	$403	$440	($37)
SB1383 - Edible Food Generator Inspection Fee	New	$220	N/A
Equivalent Fees and Charges	Actual Costs	Actual Costs	N/A
Section 8.5: Environmental Programs- Composite Hourly Rates			
Composite Environmental Programs Hourly Rate (includes overhead)	New	$220	N/A

Engineering under-recovers for nearly all of its set fees. The under recoveries ranges from a loss of $1 on the 'Trenching/Road Cuts - > 100 sq. ft.', to a loss of $1,073 for the 'Warranty inspection and project closeout (subdivision)' fee.

Annual Revenue Impacts

Based on the prior year's workload information, and fee-related expenditures based upon the same workload, annual cost recovery was evaluated. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

Table 21: Annual Results – Engineering

Fee Category	Revenue at Current Fee	Fee-Related Cost	Difference
Permit Processing Fee	$28,055	$36,431	($8,376)
Trenching / Road Cuts	$194,476	$302,607	($108,131)

Fee Category	Revenue at Current Fee	Fee-Related Cost	Difference
Construction Concrete Sidewalk, Curb, & Gutter	$6,534	$8,459	($1,925)
Constructing Drain Inlets, Manholes, and Connections to same	$6,702	$7,938	($1,236)
Block Party / Street Closure	$3,673	$3,755	($82)
Building Division Permit Referrals	$80,780	$104,508	($23,728)
Traffic Control Plan Review	$56,170	$48,685	$7,485
Total	**$376,390**	**$512,382**	**($135,992)**

Engineering has an annual cost recovery of 3%, which translates to a $136,000 deficit made up largely by the under-recoveries in the Trenching/Road Cuts permit fees and Building Division permit referrals. The base fee for Trenching/Road Cuts accounts for $67,000 of the annual deficit. The per unit loss on permits for projects less than 100 square feet is $434, while the per unit loss for each additional square foot is $.76. Due to the amount of trenching permits reviewed, these small per unit differences generate a large annual impact.

13. Technology Surcharge

A typical surcharge assessed as part of the development review process is the Technology fee. Currently, the City of Dublin does not assess a fee. A Technology Fee allows the City to support the costs associated with the City's permitting system, staff time for managing the systems, acquiring the system, mobile devices used for permitting, etc. The annual maintenance and licensing costs for the system are paid out of IT; however, there is no replacement cost for the system. The project team worked with City staff to estimate that a new permitting system would cost approximately $1.5 million and would be amortized over a period of 10 years, which results in an annual cost of $150,000.

The most defensible methodology for assessing the fee, is based proportionately on the percentage of the permit fee, as the greater the permit fee, the greater the Technology Fee, as there is more software utilization. Therefore, the project team took the total Annual Technology Cost and divided it by the annual fee-related cost associated with Building, Planning, Fire, and Engineering. The following table shows this calculation:

Table 9: Technology Fee Calculation

Category	Amount
Total Technology Annual Cost	$150,000
Total Fee-Related Cost	$6,093,475
Technology Fee as % of Permit Fee	**2%**

Based upon this calculation, the City's full cost Technology Fee would be 2% of all Building, Planning, Fire, and Engineering permit fees. It is recommended that this fee would be assessed on all permits and applications. Therefore, if a permit fee were $100, the technology fee collected would be $2.00, whereas if a permit fee were $1,000, the Technology fee collected would be $20.00. This type of structure enables the Technology fee to be more proportionately distributed based on the projects and their impact on the system.

As part of this analysis, the project team conducted a comparative survey of other local jurisdictions and their assessment of a Technology Fee. Like other comparative efforts, the survey below shows the fees charged by the jurisdiction and does not include the basis upon which the other jurisdictions calculated or developed their fee. The following table shows the results of this comparative analysis:

Table 10: Technology Fee – Comparative Survey

Jurisdiction	Fee Amount
Hayward	6% of Permit Fee
Livermore	2% of Permit Fee

Jurisdiction	Fee Amount
Pleasanton	5% of Permit Fee
San Leandro	6% of Permit Fee
Walnut Creek	5.75% of Permit Fee

Other than San Ramon and Tracy, all other surveyed jurisdictions charge a Technology Fee. The City's full cost fee at 2% of the permit fees is the same as Livermore.

It is a best practice to collect and account for a Technology surcharge in a separate account, as doing so ensures compliance with funding requirements, enables appropriate allocation of funds to general plan or technology-related activities, and mitigates any potential issues with the comingling of funds. The City already has IT as a separate ISF and the City could create a separate account in that fund to collect these monies.

14. Cost Recovery Considerations

The following sections provide guidance regarding how and where to increase fees, determine annual update factors, and develop cost recovery policies and procedures.

Fee Adjustments

This study has documented and outlined on a fee-by-fee basis where the City is under and over collecting for its fee-related services. City and Department management will now need to review the results of the study and adjust fees in accordance with Departmental and City philosophies and policies. The following points outline the options the City has in adjusting its fees.

- **Over-Collection**: Upon review of the fees that were shown to be over-collecting for costs of services provided, the City should reduce the current fee to be in line with the full cost of providing the service.

- **Immediate Increase to Full Cost Recovery:** For fees that show an under-collection for costs of services provided, the City may decide to increase the fee to either (1) full cost recovery, or (2) the policy-driven fee cost recovery level of less than 100% of cost recovery.

- **Phased Increase:** For fees with significantly low-cost recovery levels, or which would have a significant impact on the community, the City could choose to increase fees gradually over a set period to either (1) full cost recovery, or (2) the policy-driven fee cost recovery level of less than 100% of cost recovery.

The City will need to review the results of the fee study and associated cost recovery levels and determine how best to adjust fees. While decisions regarding fees that currently show an over-recovery are fairly straight forward, the following subsections, provide further detail on why and how the City should consider either implementing Full Cost Recovery or a Phased Increase approach to adjusting its fees.

1 Full Cost Recovery

Based on the permit or review type, the City may wish to increase the fee to cover the full cost of providing services. Certain permits may be close to cost recovery already, and an increase to full cost may not be significant. Other permits may have a more significant increase associated with full cost recovery.

Increasing fees associated with permits and services that are already close to full cost recovery can potentially bring a Department's overall cost recovery level higher. Often, these minimal increases can provide necessary revenue to counterbalance fees which are unable to be increased.

The City should consider increasing fees for permits for which services are rarely engaged to full cost recovery. These services often require specific expertise and can involve more complex research and review due to their infrequent nature. As such, setting these fees at full cost recovery will ensure that when the permit or review is requested, the City is recovering the full cost of its services.

2 Phased Increases

Depending on current cost recovery levels some current fees may need to be increased significantly in order to comply with established or proposed cost recovery policies. Due to the type of permit or review, or the amount by which a fee needs to be increased, it may be best for the City to use a phased approach to reaching their cost recovery goals.

As an example, you may have a current fee of $200 with a full cost of $1,000, representing 20% cost recovery. If the current policy is 80% cost recovery, the current fee would need to increase by $600, bringing the fee to $800, in order to be in compliance. Assuming this particular service is something the City provides quite often, and affects various members of the community, an instant increase of $600 may not be feasible. Therefore, the City could take a phased approach, whereby it increases the fee annually over a set period until cost recovery is achieved.

Raising fees over a set period of time not only allows the City to monitor and control the impact to applicants, but also ensure that applicants have time to adjust to significant increases. Continuing with the example laid out above, the City could increase the fee by $150 for the next four years, spreading out the increase. Depending on the desired overall increase, and the impact to applicants, the City could choose to vary the number of years by which it chooses to increase fees. However, the project team recommends that the City not phase increases for periods greater than five years, as that is the maximum window for which a comprehensive fee assessment should be completed.

Annual Adjustments

Conducting a comprehensive analysis of fee-related services and costs annually would be quite cumbersome and costly. The general rule of thumb for comprehensive fee analyses is between three and five years. This allows for jurisdictions to ensure they

account for organizational changes such as staffing levels and merit increases, as well as process efficiencies, code or rule changes, or technology improvements.

The City of Dublin already utilizes an annual update factor, that is based on the Consumer Price Index (CPI). The City should continue to utilize the CPI to increase its fees in between comprehensive updates to ensure that Cost Recovery targets are met.

Policies and Procedures

This study has identified areas where the City is under-collecting the cost associated with providing services. This known funding gap is therefore being subsidized by other City revenue sources. Development of cost recovery policies and procedures will serve to ensure that current and future decision makers understand how and why fees were determined and set, as well as provide a road map for ensuring consistency when moving forward. The following subsections outline typical cost recovery ranges and discuss the benefits associated with developing cost recovery goals and procedures for achieving and increasing cost recovery.

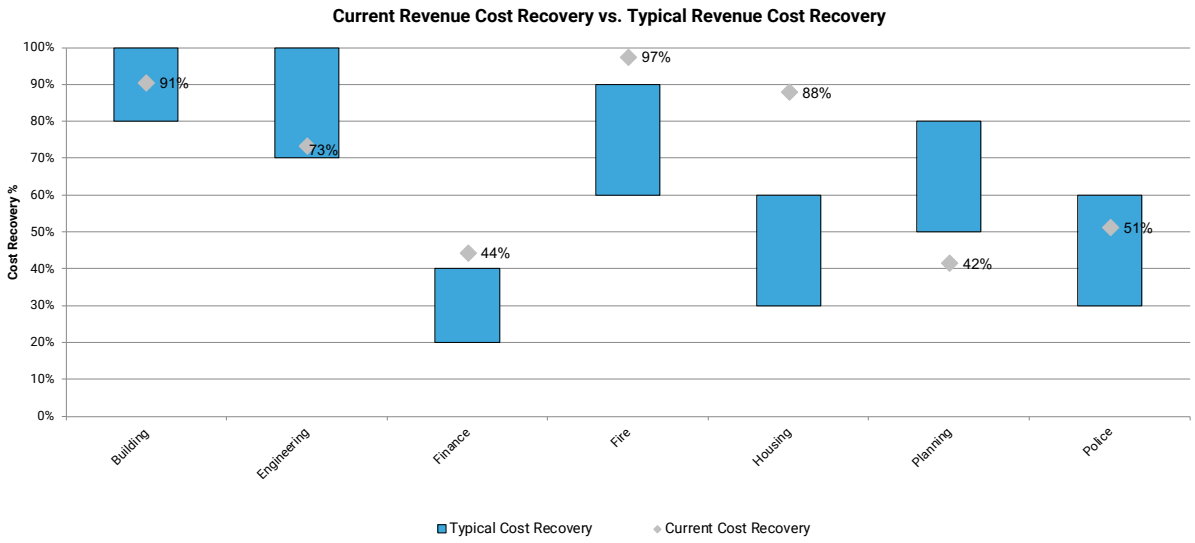
1 Typical Cost Recovery

The Matrix Consulting Group has extensive experience in analyzing local government operations across the United States and has calculated typical cost recovery ranges. The following table outlines these cost recovery ranges by major service area.

Table 11: Typical Cost Recovery Ranges by Major Service Area

Service Areas	Typical Cost Recovery Ranges
Building	80-100%
Engineering	80-100%
Finance	20-40%
Fire	60-90%
Housing	30-60%
Planning	50-80%
Police	30-60%

Information presented in the table above is based on the Matrix Consulting Group's experience in analyzing local governments' operations across the United States and within California and reflects *typical* cost recovery ranges observed by local adopting authorities. The following graph depicts how Dublin compares to industry cost recovery range standards.



Building, Engineering, and Police are within the typical cost recovery ranges, while Finance, Fire, and Housing show a higher than average cost recovery. Planning at 40% shows a lower than the typical cost recovery.

2 Review of Cost Recovery Policies and Procedures

The City should review its current adopted cost recovery policy regarding cost recovery and ensure that proposed fees are in compliance with this policy. The purpose of this study is to provide the City with an updated analysis of its existing cost recovery levels and its ability to meet the adopted cost recovery goals.

Appendix – Comparative Survey

As part of the Cost of Services (User Fee) study for the City of Dublin, the Matrix Consulting Group conducted a comparative survey of user fees. The City identified seven jurisdictions to be included in the comparative survey: Hayward, Livermore, Pleasanton, San Leandro, San Ramon, Tracy, and Walnut Creek.

While this report will provide the City with a reasonable estimate and understanding of the true costs of providing services, many jurisdictions also wish to consider the local "market rates" for services as a means for assessing what types of changes in fee levels their community can bear. However, a comparative survey does not provide adequate information regarding the relationship of a jurisdiction's cost to its fees.

The following sections detail various factors to consider when reviewing comparative survey results, as well as graphical comparisons of current fees and total calculated costs for various permits issued or services provided by the City.

Economic Factors

To provide additional context to the comparative survey information, the project team collected economic factors for the jurisdictions included. Three important economic factors to consider when comparing fees across multiple jurisdictions are: population, budget, and workforce size. The following tables rank each jurisdiction from smallest to largest for each of these economic factors:

Table 12: Ranking of Jurisdictions by Population

Jurisdiction	2021 Population
Walnut Creek	69,695
Dublin	**72,932**
Pleasanton	78,252
Livermore	86,803
San Ramon	86,947
San Leandro	91,008
Tracy	93,115
Hayward	162,954

Table 13: Ranking of Jurisdictions by Citywide Total Budget[26]

Jurisdiction	FY24 Budget
Dublin	**$125,660,530**
San Ramon	158,915,075
Walnut Creek	183,369,311
San Leandro	223,799,486
Livermore	234,068,438
Pleasanton	$246,049,945
Tracy	292,014,788
Hayward	401,761,603

Table 14: Ranking of Jurisdictions by FTE

Jurisdiction	FY24 FTE
Dublin	**258.41**
San Ramon	280.75
Walnut Creek	388.5
Pleasanton	436.38
San Leandro	478.25
Livermore	491.375
Tracy	506
Hayward	937.8

Based on the data shown in the previous tables, the City of Dublin is on the lower end of surveyed jurisdictions in terms of budget, FTE, and population.

Recency Factor

While the above comparative information can provide some perspective when paralleling Dublin's fees with surveyed jurisdictions, other key factors to consider are when a jurisdiction's fee schedule was last updated and when the last comprehensive analysis was undertaken. The following tables detail when each surveyed jurisdiction last conducted a fee analysis and when they last updated their fee schedule.

Table 15: Last Fee Schedule Updated

Jurisdiction	Response
Hayward	2023
Livermore	2023
Pleasanton	2023
San Leandro	2023
San Ramon	2023
Tracy	2023
Walnut Creek	2023

[26] To ensure appropriate comparisons, full operating budget (all funds) has been used for all jurisdictions.

Table 16: Last Fee Study Conducted

Jurisdiction	Response
Hayward	2016
Livermore	2015
Pleasanton	2017
San Leandro	N/A
San Ramon	2017[27]
Tracy	2021
Walnut Creek	2023

It is important to note that even though jurisdictions may have conducted fee studies, fees are not always adopted at full cost recovery. Similar to Dublin, the majority of jurisdictions have not evaluated their fees in over 5 years. The comparative results only show the adopted fee for the surveyed jurisdictions, not the full cost associated with the comparable service.

Additional Factors

Along with keeping the statistics outlined in the previous sections in mind, the following issues should also be noted regarding the use of market surveys in the setting of fees for service:

- Each jurisdiction and its fees are different, and many are not based on the actual cost of providing services.
- The same "fee" with the same name may include more or less steps or sub-activities. In addition, jurisdictions provide varying levels of service and have varying levels of costs associated with providing services such as staffing levels, salary levels, indirect overhead costs, etc.

In addition to the issues noted, market surveys can also run the risk of creating a confusing excess of data that will obscure rather than clarify policy issues. Because each jurisdiction is different, the Matrix Consulting Group recommends that the information contained in the market comparison of fees be used as a secondary decision-making tool, rather than a tool for establishing an acceptable price point for services.

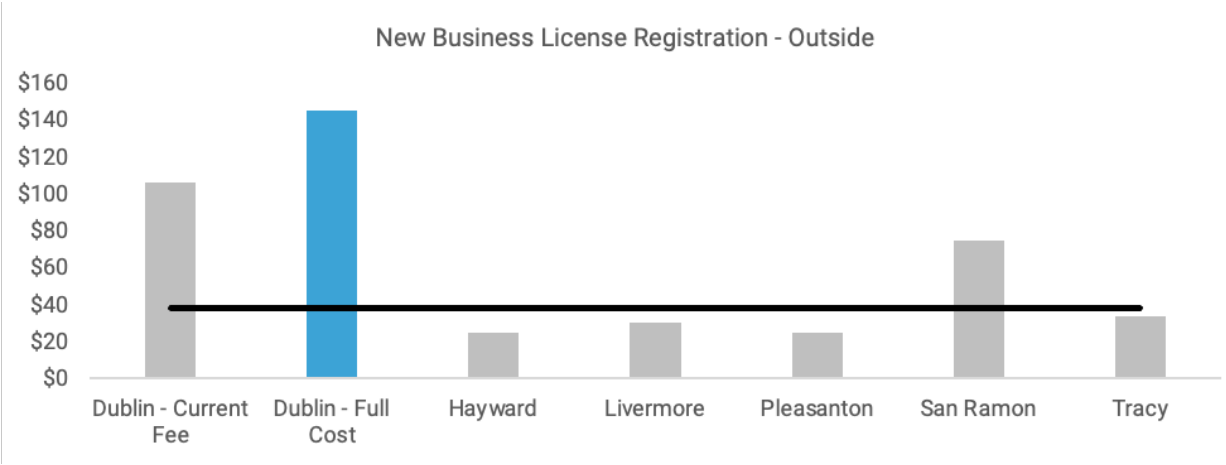
[27] Currently undergoing a fee study.

Comparative Survey Results

As part of this study, the project team conducted a survey of how the City's current user fees and calculated full cost compared to other jurisdictions. The following subsections provide a comparative look at several fee-related services provided by the City.

1 New Business License Registration - Outside

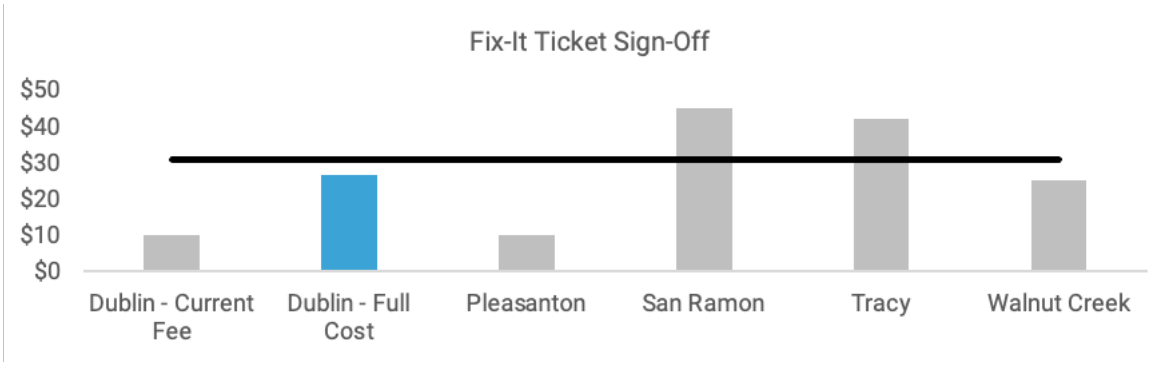
Currently, Dublin charges a fee of $106 for a new Business License. Through this study, the project team calculated the full cost of this service to be $145. The following graph shows how the department's current fee and full cost compared to the surveyed jurisdictions.



Dublin's current fee and full cost are both above the jurisdictional average of $38. Compared to the surveyed jurisdictions, Dublin's fee ranks the highest and is most comparable to San Ramon's fee of $75. It is important to note that Pleasanton's fee is a tax based on dollar value of annual gross receipts. The fee being used here is for the lowest range ($0 to $24,999).

2 Fix-It Ticket Sign-Off

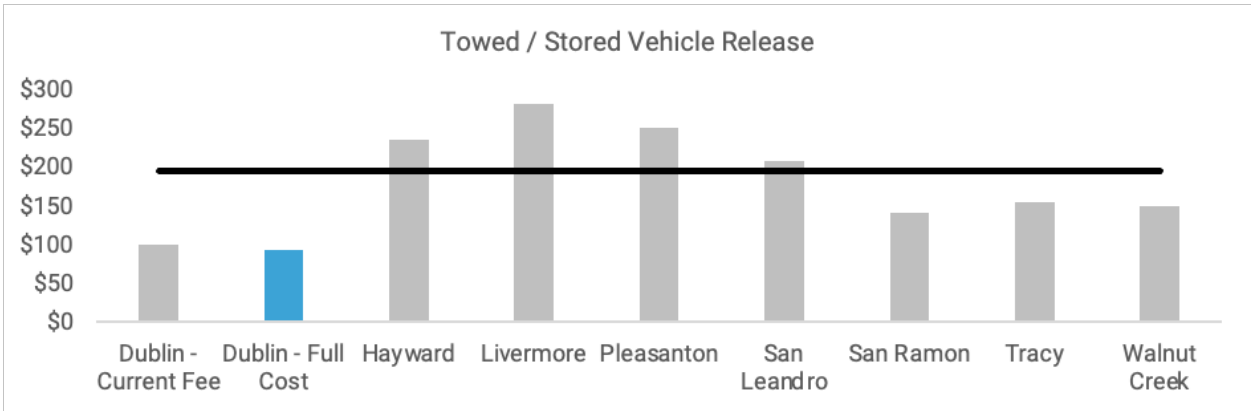
Currently, Dublin charges a fee of $10 for the sign-off of a Fix-It Ticket. Through this study, the project team calculated the full cost of this service to be $26. The following graph shows how the department's current fee and full cost compared to the surveyed jurisdictions.



Dublin's current fee and full cost are both below the jurisdictional average of $31. Compared to the surveyed jurisdictions, Dublin's fee ranks the lowest and charges the same fee as Pleasanton.

3 Towed / Stored Vehicle Release

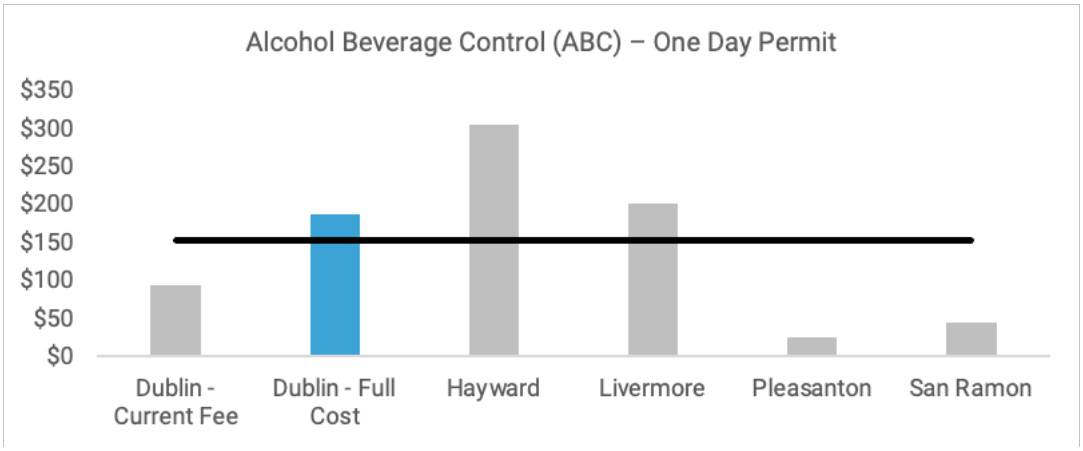
Currently, Dublin charges a fee of $100 for the release of stored or towed vehicles. Through this study, the project team calculated the full cost of this service to be $94. The following graph shows how the department's current fee and full cost compared to the surveyed jurisdictions.



Dublin's current fee and full cost are below the jurisdictional average of $195. Compared to the surveyed jurisdictions, Dublin charges the lowest fee and is most comparable to San Ramon's fee of $140.

4 Alcohol Beverage Control (ABC) – One Day Permit

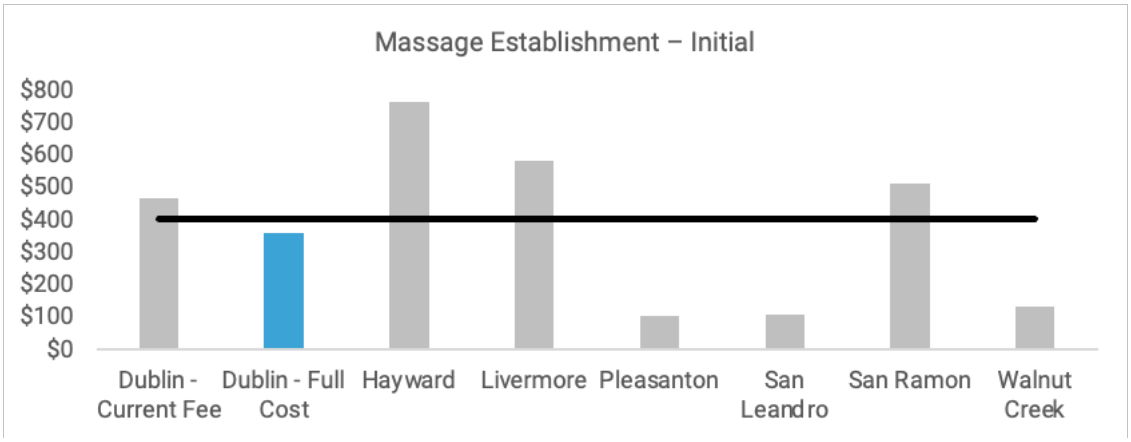
Currently, Dublin charges a fee of $94 for a single day permit to sell alcohol. Through this study, the project team calculated the full cost of this service to be $187. The following graph shows how the department's current fee and full cost compared to the surveyed jurisdictions.



Dublin's current fee is below the jurisdictional average of $152, while its full cost is above. Compared to the surveyed jurisdictions, Dublin's current fee ranks in the middle and is most comparable to San Ramon's fee of $45.

5 Massage Establishment – Initial

Currently, Dublin charges a fee of $464 to process an initial application for a Massage Establishment. Through this study, the project team calculated the full cost of this service to be $357. The following graph shows how the department's current fee and full cost compare to the surveyed jurisdictions.

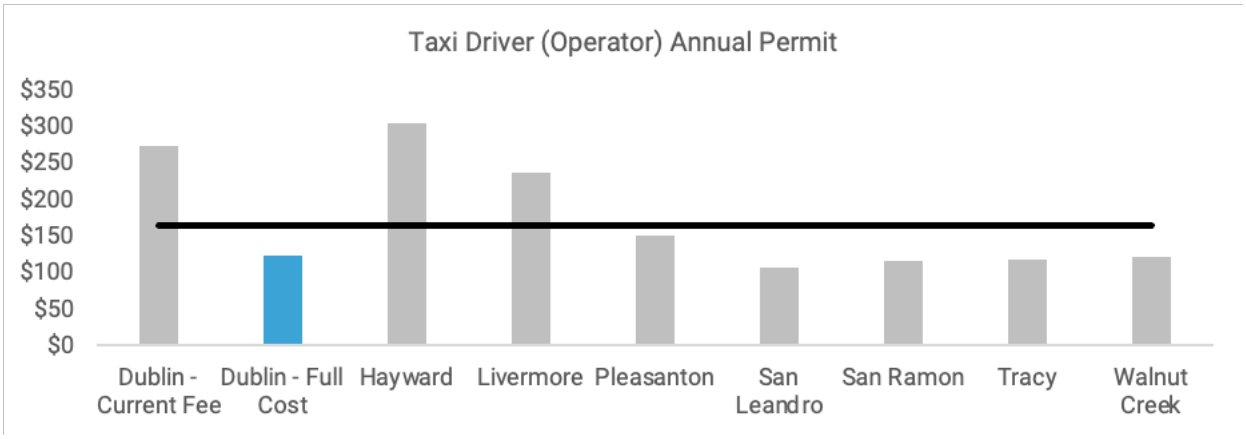


Dublin's current fee is above the jurisdictional average of $402, while its full cost is below. Compared to the surveyed jurisdictions, Dublin's current fee ranks in the higher range and is most comparable to San Ramon's fee of $510.

6 Taxi Driver (Operator) Annual Permit

Currently, Dublin charges a fee of $273 for a Taxi Driver annual permit. Through this study, the project team calculated the full cost of this service to be $124. The following graph

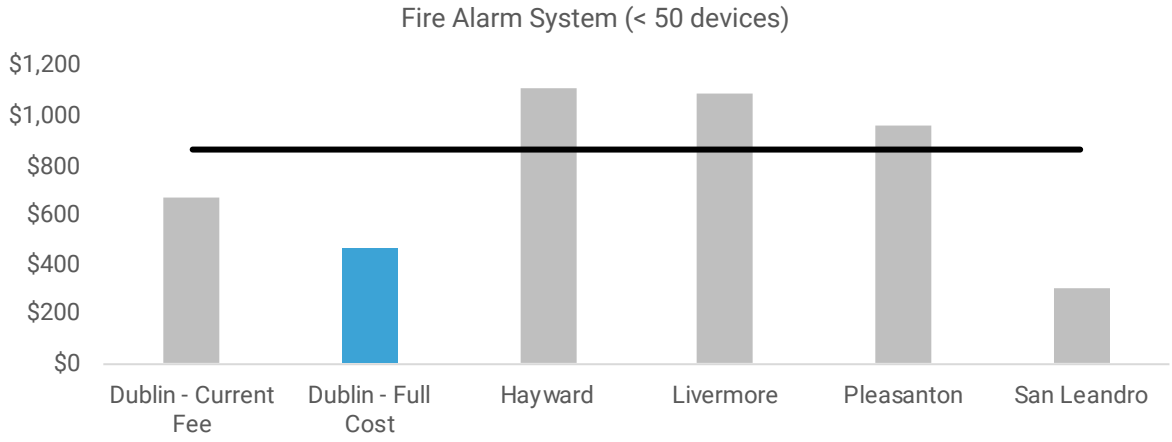
shows how the department's current fee and full cost compare to the surveyed jurisdictions.



Dublin's current fee is above the jurisdictional average of $165, while its full cost is below. Compared to the surveyed jurisdictions, Dublin's current fee is the second highest and is most comparable to Hayward's fee of $304.

7 Fire Alarm System (< 50 devices)

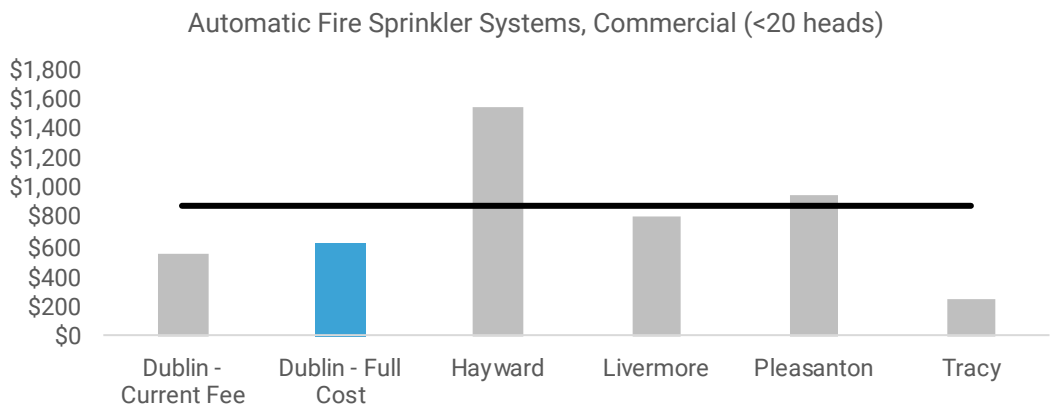
Currently, Dublin charges a fee of $670 for a Fire Alarm system with 50 or fewer associated devices. Through this study, the project team calculated the full cost of this service to be $463. The following graph shows the department's current fee and full cost compared to the surveyed jurisdictions.



Dublin's current fee and full cost are below the jurisdictional average of $863. Compared to the surveyed jurisdictions, Dublin's current fee is the second lowest and most comparable to Pleasanton's fee of $957. The City's full cost fee at $463 is in alignment with San Leandro's fee of $301.

8 Automatic Fire Sprinkler Systems, Commercial (<20 heads)

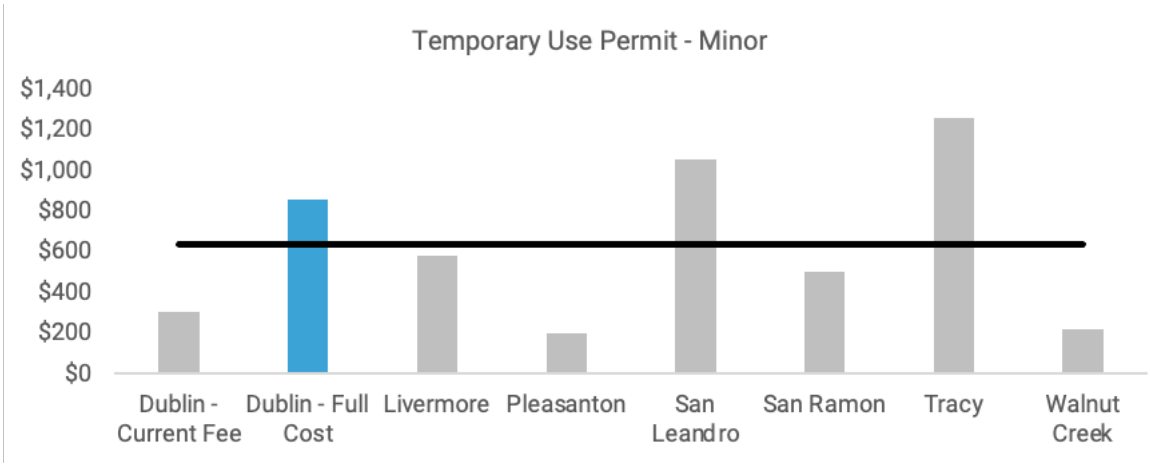
Currently, Dublin charges a fee of $560 for a Fire Sprinkler system with 20 or fewer sprinkler heads. Through this study, the project team calculated the full cost of this service to be $626. The following graph shows the department's current fee and full cost compared to the surveyed jurisdictions.



Dublin's current fee and full cost are both below the jurisdictional average of $890. Compared to the surveyed jurisdictions, Dublin's current fee ranks as the second lowest and most comparable to Livermore's fee of $817. The City of Tracy at $246 has the lowest fee.

9 Temporary Use Permit

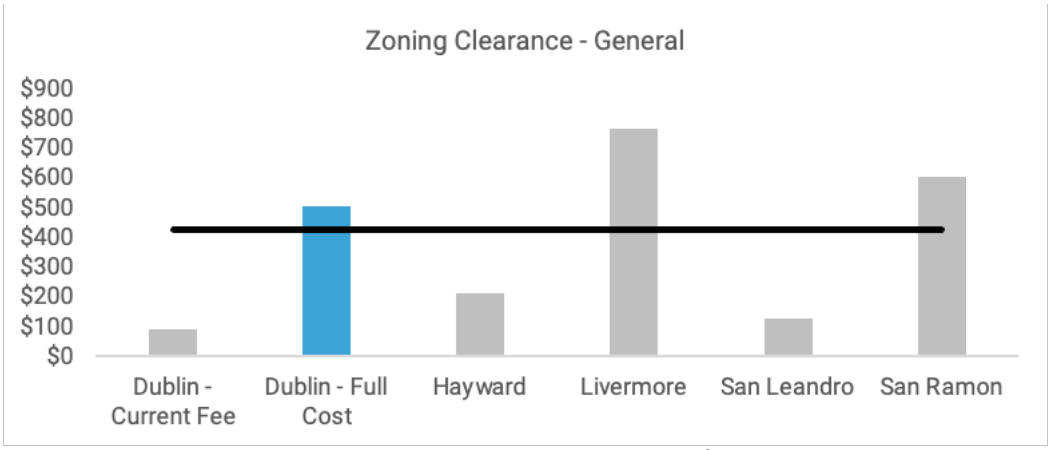
Dublin charges a fee of $299 for a Temporary Use Permit. Through this study, the project team calculated the full cost of this service to be $851. The following graph shows how the division's current fee and full cost compared to the surveyed jurisdictions.



Dublin's current fee is below the jurisdictional average of $632, while its full cost is above. Compared to the surveyed jurisdictions, Dublin's current fee ranks is the third lowest and most comparable to Walnut Creek's fee of $216.

10 Zoning Clearance - General

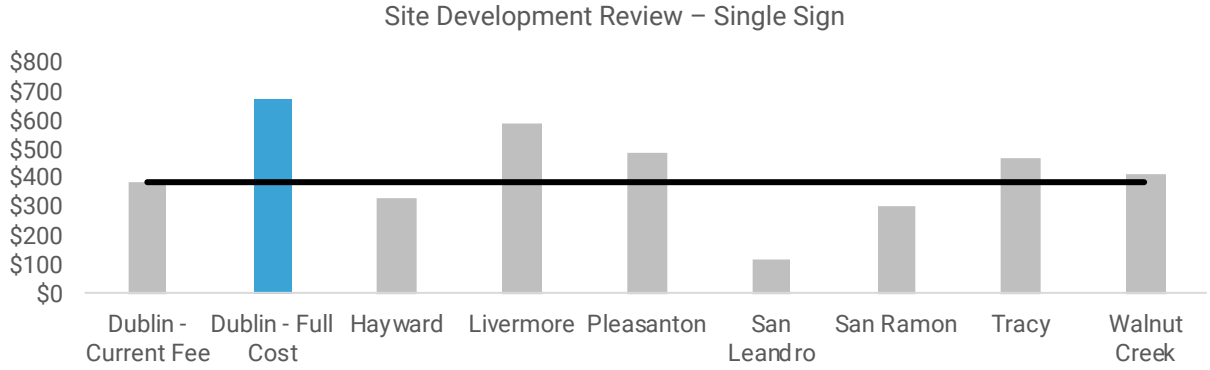
Currently, Dublin charges a fee of $89 for a General Zoning Clearance. Through this study, the project team calculated the full cost of this service to be $505. The following graph shows how the division's current fee and full cost compared to the surveyed jurisdictions.



Dublin's current fee is below the jurisdictional average of $425, while its full cost is above. The current fee is the lowest fee charged among the surveyed jurisdictions and is most comparable to San Leandro's fee of $126.

11 Site Development Review – Single Sign

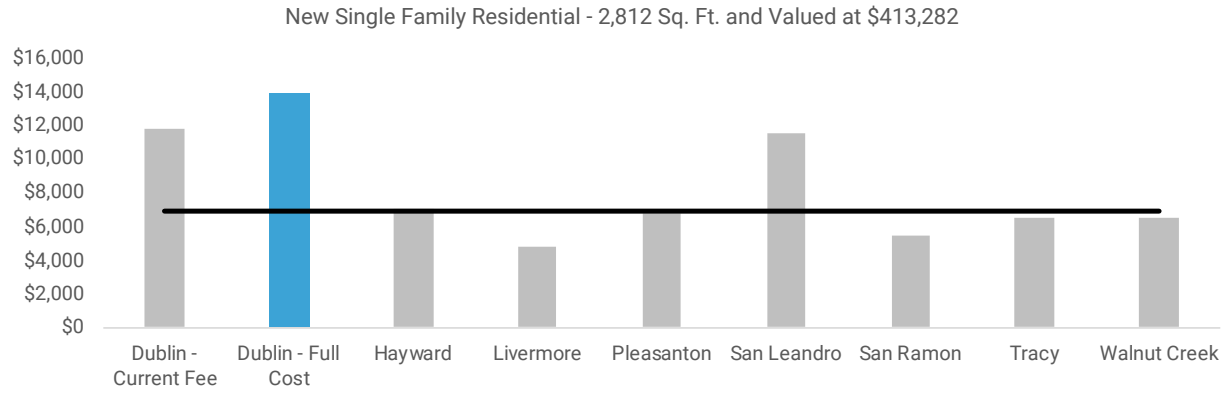
For a Site Development Review of a Sign, Dublin charges a fee of $389. Through this study, the project team calculated the full cost of this service to be $673. The following graph shows how the division's current fee and full cost compared to the surveyed jurisdictions.



Dublin's current fee is slightly above the jurisdictional average of $386, with the full cost being much higher. Dublin's full cost fee at $673 is closest in amount to the City of Livermore's fee of $591.

12 New Single Family Residential - 2,812 Sq. Ft. and Valued at $413,282

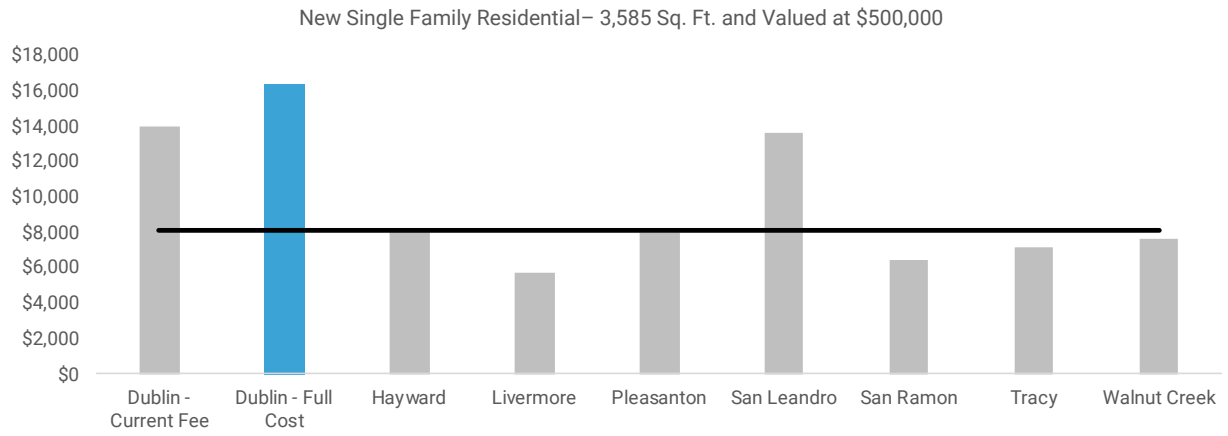
For a New SFR project valued at $413,282, Dublin charges a building permit and plan check fee of $11,721. Through this study, the project team calculated the full cost of this service to be $13,841. The following graph shows how the division's current fee and full cost compare to the surveyed jurisdictions.



Dublin's current fee and full cost are both above the jurisdictional average of $6,918. Dublin's current fee is closest to San Leandro's fee of $11,429, and the highest fee charged amongst the surveyed jurisdictions.

13 New Single Family Residential - 3,585 Sq. Ft. and Valued at $500,000

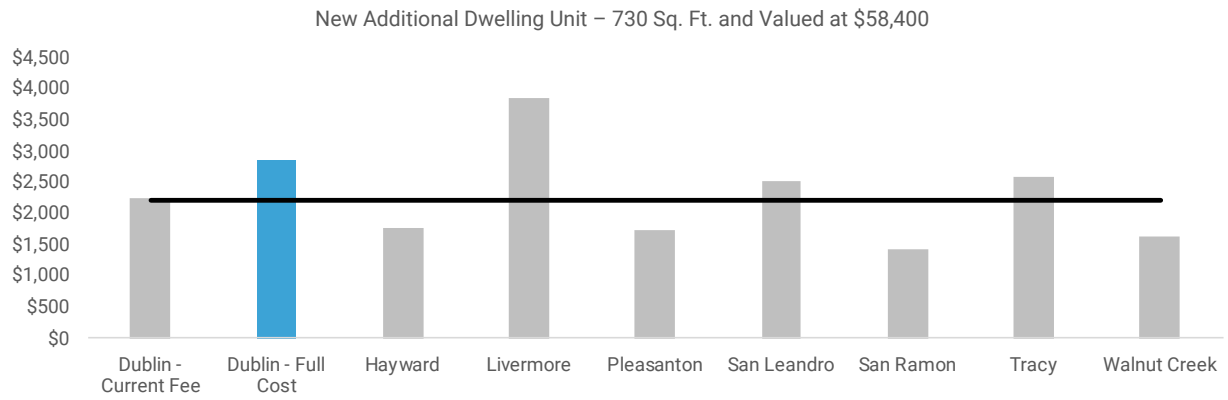
For a New SFR project valued at $500,000, Dublin charges a building permit and plan check fee of $13,976. Through this study, the project team calculated the full cost of this service to be $16,333. The following graph shows how the division's current fee and full cost compare to the surveyed jurisdictions.



Dublin's current fee and full cost are both above the jurisdictional average of $8,091. Dublin's current fee is closest to San Leandro's fee of $13,554, and the highest fee charged amongst the surveyed jurisdictions.

14 New Additional Dwelling Unit – 730 Sq. Ft. and Valued at $58,400

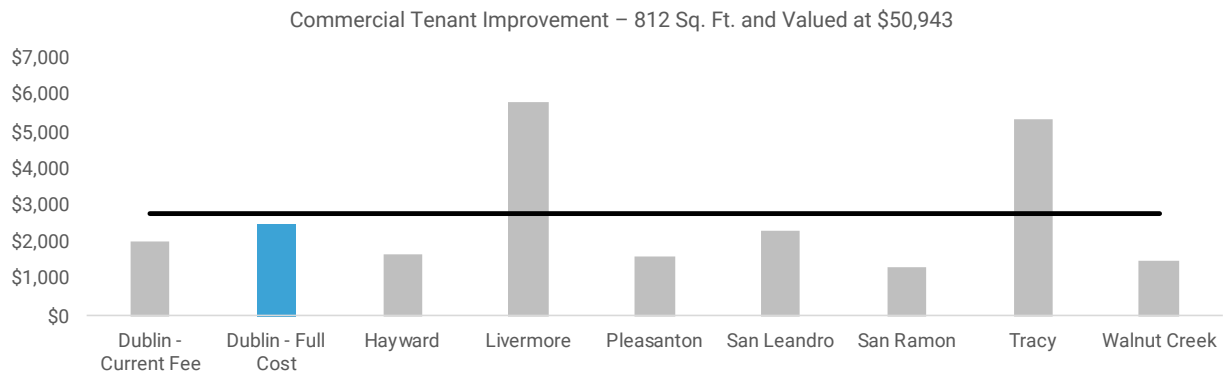
For the construction of a new ADU valued at $59,400, Dublin charges a building permit and plan check fee of $2,245. Through this study, the project team calculated the full cost of this service to be $2,855. The following graph shows how the division's current fee and full cost compare to the surveyed jurisdictions.



Dublin's current fee and full cost are both above the jurisdictional average of $2,214. Dublin's current fee is closest to San Leandro's fee of $2,512 and ranks in the middle of the surveyed jurisdictions. Dublin's full cost fee is below Livermore's fee.

15 Commercial Tenant Improvement – 812 Sq. Ft. and Valued at $50,943

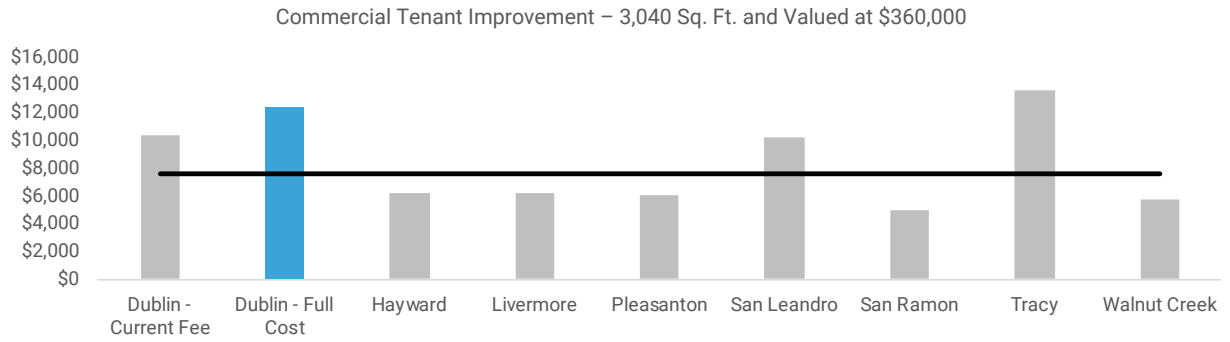
For a Tenant Improvement on a Commercial building valued at $50,943, Dublin charges a building permit and plan check fee of $2,006. Through this study, the project team calculated the full cost of this service to be $2,499. The following graph shows how the division's current fee and full cost compared to the surveyed jurisdictions.



Dublin's current and full cost fee are below the jurisdictional average of $2,780. Dublin's current fee is closest to San Leandro's fee of $2,287 and ranks in the middle of the surveyed jurisdictions.

16 Commercial Tenant Improvement – 3,040 Sq. Ft. and Valued at $360,000

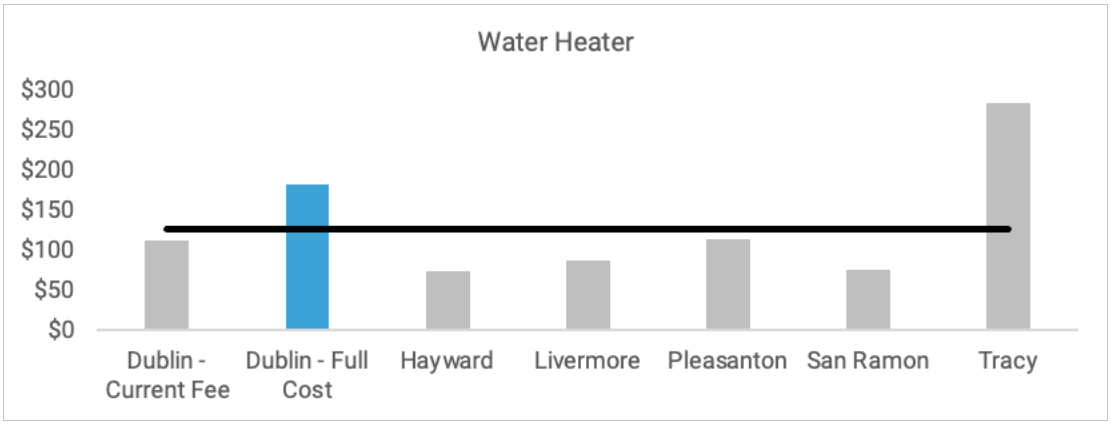
For a Tenant Improvement on a Commercial building valued at $360,000, Dublin charges a building permit and plan check fee of $10,336. Through this study, the project team calculated the full cost of this service to be $12,310. The following graph shows how the division's current fee and full cost compared to the surveyed jurisdictions.



Dublin's current fee and full cost are both above the jurisdictional average of $7,557. Dublin's current fee is closest to San Leandro's fee of $10,126, and the second highest fee of the surveyed jurisdictions.

17 Water Heater

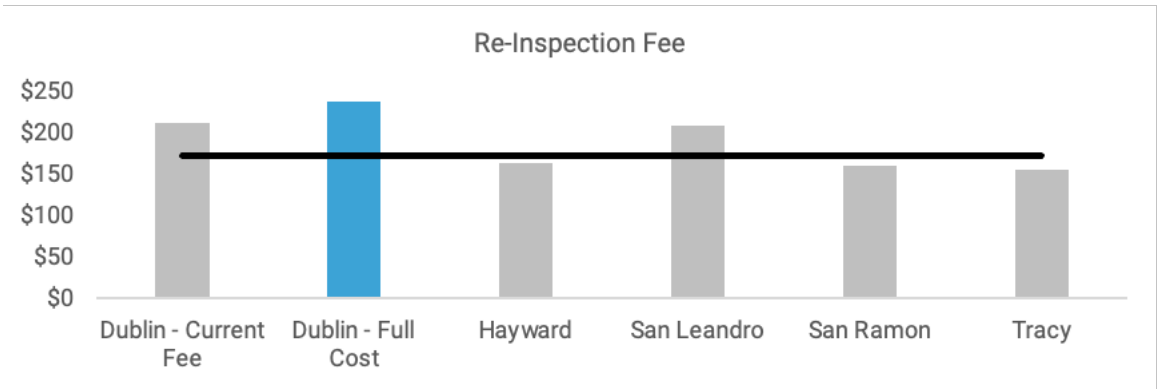
Currently, Dublin charges a $111 fee for a Water Heater permit. Through this study, the project team calculated the full cost to be $181. The following graph shows how the division's current fee and full cost compare to the surveyed jurisdictions.



Dublin's current fee is below the jurisdictional average of $126, while its full cost is above. Of the surveyed jurisdictions, Dublin's current fee is the third highest and is most comparable to Pleasanton's fee of $113.

18 Re-Inspection Fee

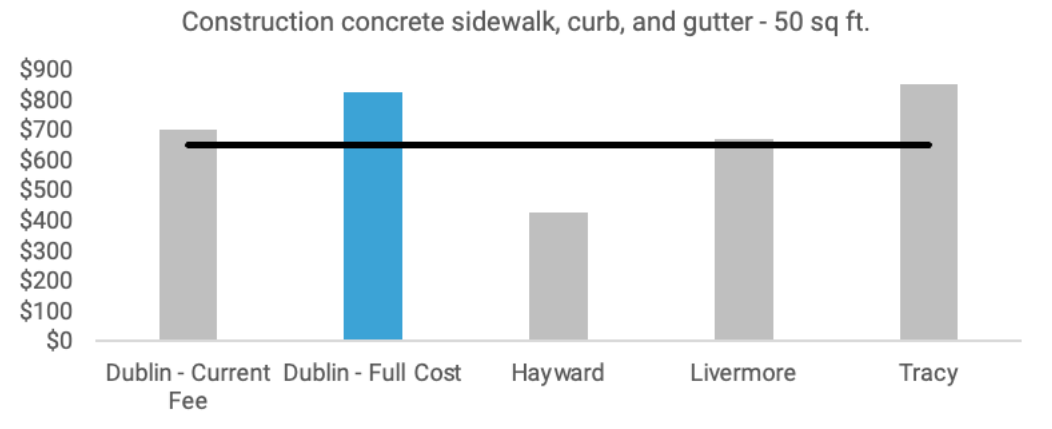
Currently, Dublin charges a fee of $212 for Re-inspections. Through this study, the project team calculated the full cost to be $237. The following graph shows how the division's current fee and full cost compare to the surveyed jurisdictions.



Dublin's current fee and full cost are above the jurisdictional average of $172. Of the surveyed jurisdictions, Dublin's current fee is the highest charged and is most comparable to San Leandro's fee of $209.

19 Construction concrete sidewalk, curb, and gutter - 50 sq ft.

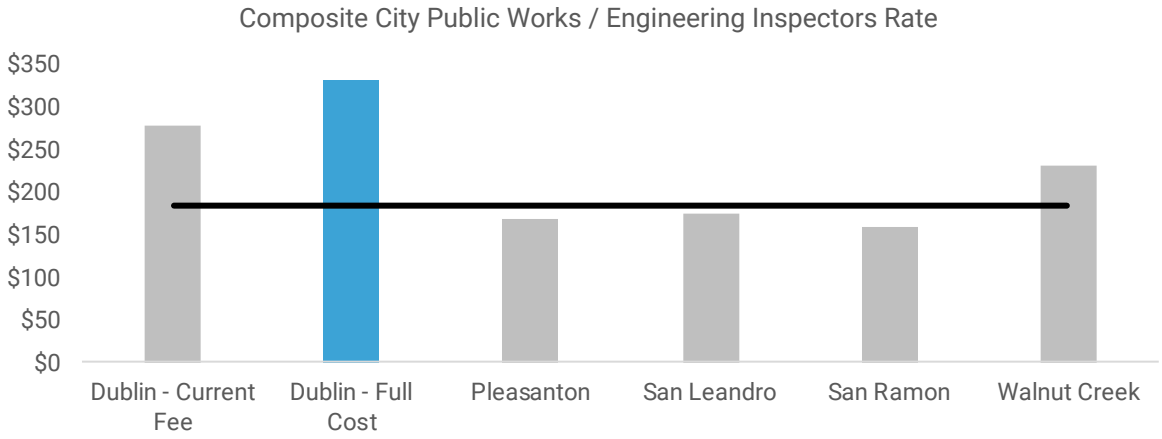
Currently, Dublin charges a fee of $699 for the construction of a concrete sidewalk, curb, or gutter 50 square feet or smaller. Through this study, the project team calculated the full cost to be $827. The following graph shows how the division's current fee and full cost compare to the surveyed jurisdictions.



Dublin's current fee and full cost are both above the jurisdictional average of $649. Dublin's current fee is the highest charged of the surveyed jurisdictions and is most comparable to Livermore's fee of $671.

20 Composite City Public Works / Engineering Inspectors Rate (Includes Overhead)

Dublin charges an hourly rate of $279 for Public Works and Engineering Inspection. Through this study, the project team calculated the full cost of this service to be $331. The following graph shows how the division's current fee and full cost compared to the surveyed jurisdictions.



Dublin's current fee and full cost are above the jurisdictional average of $183. Among the surveyed jurisdictions, Dublin's fee is on the higher end and most comparable to Walnut Creek's fee of $230.

Summary

Based upon the comparative survey, Dublin generally has lower fees than the surveyed jurisdictions for Police, Fire Prevention, and Planning related services, and higher fees for Building and Public Works. The City's fees are most comparable with San Leandro, Walnut Creek, and San Ramon. It is important to note that the results of this survey only show the fees adopted by the council, not the cost recovery policy decisions for departments or a jurisdiction. As such, the results of this survey should be used as a secondary decision-making tool.

FULL COST ALLOCATION PLAN

FY 23-24 Budgeted Expenses

CITY OF DUBLIN, CA

MAY 2024

matrix consulting group

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1. Executive Summary

The Matrix Consulting Group has prepared this Full Cost Allocation Plan (CAP) for the City of Dublin, California. The report, which follows, presents a summary of the comprehensive analysis undertaken to identify the appropriate distribution of citywide administrative and support costs to all City operating departments and programs.

Methodology

The primary objective of a CAP is to spread costs from central support departments, generally called "Central Service Departments" to those departments, cost centers, and/or funds that receive services in support of conducting their operations. In doing so, an organization can both better understand its full cost of providing specific services to the community, and also generate organizational awareness regarding indirect (overhead) costs associated with operations.

Allocation Principles

This plan was compiled in accordance with Generally Accepted Accounting Principles and is also based on many of the methods of indirect cost allocation defined by the federal Office of Management and Budget's (OMB) Title 2 CFR 200. These principles can be summarized in the following points:

- **Necessary and reasonable:** costs included for allocation should be necessary to the purpose of a department and the services it provides. Expenditures should be in alignment with reasonable costs associated with services, not arbitrarily or intentionally inflated.
- **Determined by allocation "bases" that relate to benefit received:** allocation metrics used to allocate costs should have a nexus to the service being provided, and generally reflect associated service levels.

Following the above principles ensures the production of an equitable and fair plan.

Double-Step Down Method

In addition, OMB guidelines outline a method for allocating indirect costs called the double step down allocation method, which utilizes two “steps” or “passes” to fully allocate costs. The double-step down procedure is reflected in this plan and ensures that the benefit of services between Central Service support departments are recognized first, before final allocations to receivers of services are made. For example:

- **First Step:** Central Service department expenditures are allocated to other Central Service departments such as Human Resources, Information Technology, etc., as well as to Receiving departments.
- **Second Step:** Distributes Central Service department expenses and first step allocations to Receiving departments only.

Other methods of distributing Central Service costs to Receivers do exist, however, the project team used the double step down method as it is the most equitable means to distribute costs.

Types of Cost Allocation Plans

It should be noted that there are two types of cost allocation plans: Full Cost and OMB Compliant. The below dot points outline the two types of plans and provide examples of plan utilization.

- **Full Cost Allocation Plan:** is generally concerned with determining indirect costs associated with non-general fund sources, as well as funds and departments that charge fees for service. For example, a Full Cost Allocation Plan could be used to justify transfers from non-general fund sources or included in a cost-of-service study to account for indirect overhead.
- **OMB Compliant Plan:** is generally concerned with the use of the resulting cost allocations to develop, submit, and secure approval for claims. For example, OMB Compliant allocations could be used to reimburse indirect costs associated with the administration of State and/or Federal grants. An OMB Compliant Plan is far more sensitive in terms of recovering administrative costs within the framework of the specific federal requirements outlined by OMB.

This plan is a **Full Cost Allocation Plan**.

Project Steps

The project team, along with City staff, went through the following steps in order to develop this CAP:

- Meet with City administrative staff to customize the structure of the plan
- Identify / classify Central Service support departments
- Determine the major services or “functions” provided by each Central Service support department
- Establish the optimal allocation basis for each function
- Identify the source and collect allocation basis data and statistics
- Populate the analytical model and calculate results
- Employ quality control processes for accurate results
- Review results with the City
- Revise and finalize
- Discuss implementation strategies
- Document and communicate results

The results of this effort are detailed in the following report.

Summary

In summary, key project details for the cost plan are as follows:

- Cost figures are based on Fiscal Year 2023-2024 budgeted expenditures
- The allocation methodology is **Full Cost**, not OMB Title 2 CFR 200 Compliant
- The results presented in this plan were derived using a double “step-down” allocation process

The following report provides a well-documented and defensible basis for the City’s indirect overhead costs, including the full detail regarding how cost centers were derived, the allocation bases used to allocate associated costs, and a summary schedule that illustrates the total indirect costs associated with Receiving departments and funds.

2. Indirect Cost Rate

Indirect cost rates are a mechanism for fairly and equitably determining what proportions of administration costs a jurisdiction, department, or program should bear. An indirect cost rate represents the ratio between the total indirect costs and benefitting direct costs, after excluding unallowable, extraordinary or distorting expenditures. This will allow for the jurisdiction represented in the direct cost base to assume its fair share of indirect costs when the rate is applied. The following subsections provide information regarding the purpose of the indirect cost rate, the indirect cost rate calculation methodology, and its application.

1 Purpose of Indirect Cost Rate

The City of Dublin intends to recover indirect costs through the utilization of an approved indirect cost rate. This rate can be used to bill against projects to recover the indirect costs associated with staff providing the services.

2 Indirect Cost Rate Calculation

The indirect cost rate is comprised of two components:

- **Total Indirect Costs:** These costs represent the total administrative overhead allocated to an agency, department, or program. The supporting documentation for this overhead is typically a Cost Allocation Plan. The administrative overhead is generally representative of services such as Finance, Human Resources, Information Technology, etc.

- **Indirect Cost Rate Base:** These costs represent the basis upon which the indirect cost rate will be applied and are typically salaries only, salaries and benefits, and / or total direct expenses. Depending upon the rate calculation methodology a different indirect cost rate basis can be utilized.

For the City of Dublin, a single indirect Citywide cost rate was calculated. This rate would be applied against the total direct operating costs (salaries, benefits, and services and supplies) of a project or deposit to determine their proportional indirect support. This rate is used when trying to budget or determine the indirect costs associated with a particular project that may have in-house and contractual support. This rate is calculated by taking total indirect costs and dividing it by total operating expenses.

3 Applying Indirect Cost Rates

The indirect cost rate calculated is based upon personnel costs. For example, if a City employee has an hourly rate of $100, this rate would be multiplied by the indirect rate of 24.48%, resulting in an indirect cost of $24.48. Therefore, the fully burdened hourly rate would then be $124.48. This new cost accounts for both direct (expenditures) and indirect (Townwide overhead) costs.

The following page shows the Indirect Cost Rate calculated for the City of Dublin using FY23-24 Budgeted Expenditures.

CITY OF DUBLIN, CA
Full Cost Plan Based on 2023 / 2024 Actual or Budgeted Expenditures
Indirect Rates

Total Expenditures Citywide	$ 71,858,885

Less Central Service Expenditures

1001-NDD-0010 Non-Departmental	$ 1,973,582
1001-CCO-1000 City Council	$ 644,552
1001-CMO-1100 City Manager	$ 1,780,450
1001-CMO-1200 City Clerk	$ 861,435
1001-CMO-1300 Human Resources	$ 1,221,896
1001-CMO-1310 Risk Management	$ 2,616,600
1001-CMO-1600 Communications	$ 619,140
1001-CAO-1900 City Attorney	$ 739,415
1001-ASD-2000 Finance	$ 2,662,681
1001-PWD-6000 Public Works Administration	$ 1,805,904
1001-PWD-6311 City Hall	$ 890,254
	$ 15,815,909

Total Salary & Benefits Base for Indirect Rate Calculation	$ 56,042,976

Proposed Central Service Indirect Cost Allocations

1001-NDD-0010 Non-Departmental	$ 797,320
1001-CCO-1000 City Council	$ 427,803
1001-CMO-1100 City Manager	$ 1,832,823
1001-CMO-1200 City Clerk	$ 692,288
1001-CMO-1300 Human Resources	$ 1,248,820
1001-CMO-1310 Risk Management	$ 2,310,487
1001-CMO-1600 Communications	$ 478,728
1001-CAO-1900 City Attorney	$ 315,368
1001-ASD-2000 Finance	$ 2,538,752
1001-PWD-6000 Public Works Administration	$ 2,376,874
1001-PWD-6311 City Hall	$ 698,324
	$ 13,717,587

Indirect Cost Rate Base	**$ 56,042,976**
City of Dublin Citywide Indirect Rate	**24.48%**

3. Reading the Plan

The final documentation of a CAP can be hundreds of pages in length. The following provides a guide for navigating and reviewing the plan:

- **Table of Contents:** All summary and detail allocation schedules can be referenced here; and appear in the same order as shown.
- **Summary of Overhead Allocations:** Lists Central Service departments on one axis and Receiving departments on the other. Shows how much was allocated from each Central Service department to each Receiving department. Summarized with unallocated and direct billed entries and produces a grand total for each axis.
- **Summary of Functions and Allocation Bases:** Recaps the source and basis for each function of each Central Service department. For example, if the Building Maintenance function of the Facilities Management Department allocates by square footage, then the basis for the allocation of that function shown on this schedule would be square footage and the source would potentially be blueprints of the building or square footage records.
- **Central Service Departments:** Lists all Central Service departments, including their fund, department, and or division number, along with expenditure totals per department, subtotal of disallowed costs, and a total of all expenditures being allocated through the plan.
- **Grantee Departments:** Lists all Receiving departments, including their fund, department, and or division number.
- **Detail Reports:** There is one set of reports for each Central Service department in the plan. The reports show an aggregate picture of the department's expenses, a function-by-function breakdown of the expenses, each function's allocation, and an allocation summary. Each set of Detail Reports contains:
  - **Narrative:** This is a summary of the Central Service department including a brief description of the activities performed, the major functions and services provided, and how costs associated with each function are

allocated to Receiving departments, or those departments and programs within the City that benefit from services.

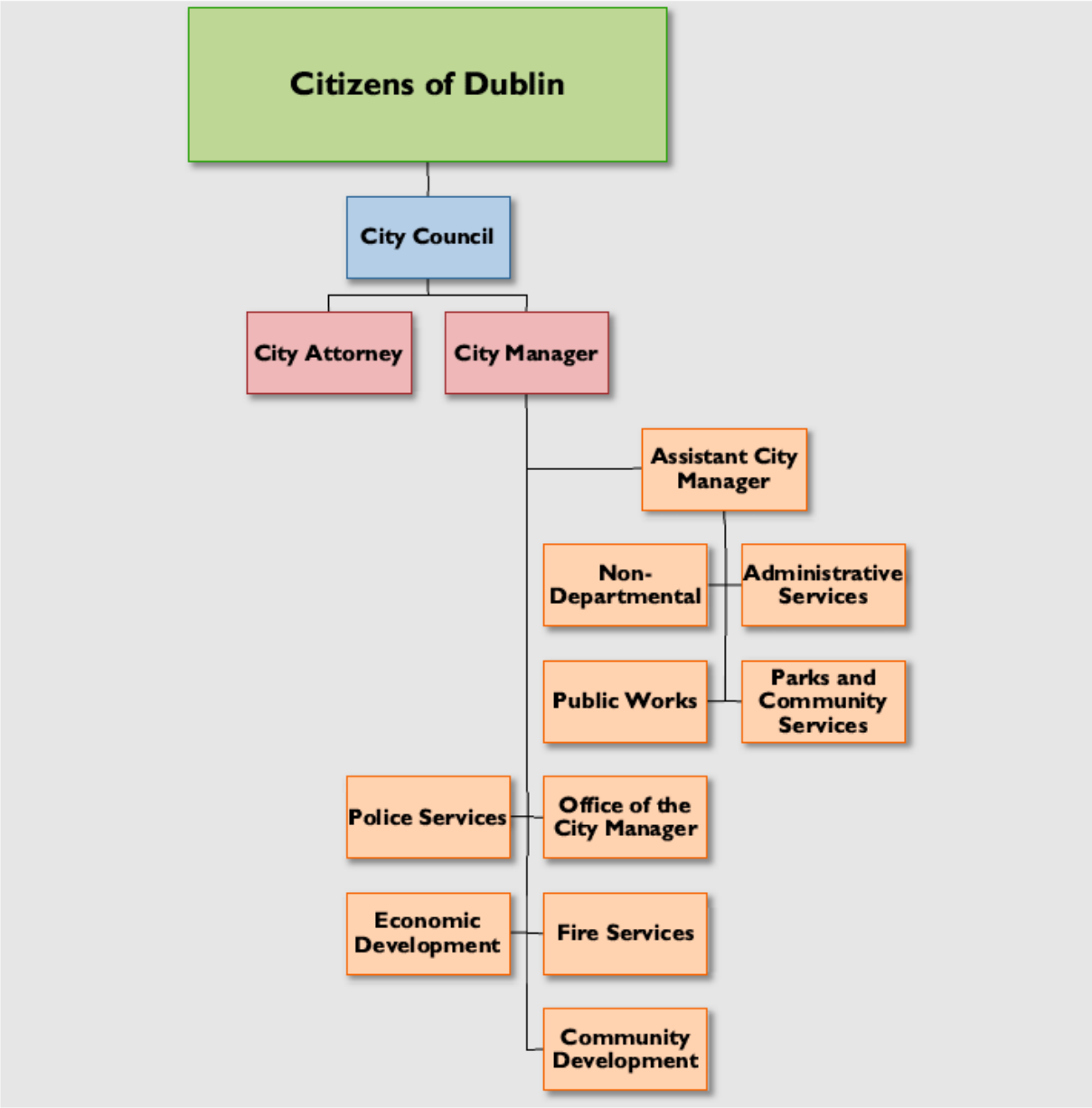
- **Costs to Be Allocated:** This is a summary of the costs being allocated for the identified Central Service department. This worksheet shows the total expenditures for the Central Service department, along with the incoming allocations from all other Central Service departments.
- **Departmental Expense Detail:** This worksheet details the Central Service's direct expenditures, provides a recap of the incoming expenses, and arrives at a total this department encumbers on each pass of allocations. Additionally, this worksheet compounds incoming allocations and breaks total costs down by function. Lastly, it demonstrates how the G&A (General and Administrative) column is reallocated and displays subtotals for each pass of allocations. Here, unallocated functions are dropped from the Plan's calculations.
- **Allocation Detail:** For each allocable function, this report shows the Receiving departments its costs are allocated to and shows the dollar amount of allocations per pass.
- **Allocation Summary:** This worksheet shows the total costs being allocated to Receiving departments by function.

The Summary of Resulting Overhead Allocations and the Summary of Functions and Allocation Bases are the optimal documents for beginning review of the Cost Allocation Plan. The Summary of Resulting Overhead Allocations provides a summary of results and "bottom-line" picture of the analysis. The reviewer may then refer to the Detail Reports for more information on how allocations are derived and shown on the Summary of Overhead Allocations. The Summary of Functions and Allocation Bases provides a matrix detailing the allocation methodology applied to each Central Service department along with the source of the data.

4. Organizational Chart

The organizational chart on the following page shows the overall structure for the City of Dublin, including illustrating how each of the City's departments are organized.

Chart 1 | City Organizational Chart



5. Summary of Overhead Allocations

Provided on the following pages are a summary of results and a “bottom-line” picture of the resulting CAP analysis. This summary shows how much was allocated from each Central Service department to each end Receiving department. Departmental costs have been summarized with unallocated and direct billed entries and produces a grand total for each Central Service and Receiving department. The Central Service departments are listed down the left-hand side, with Receiving departments across the top.

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-NDD-0110 Human Services	1001-NDD-0120 Library Services	1001-NDD-0130 Dougherty Reg Fire Auth	1001-CMO-1210 Elections	1001-CMO-1500 Economic Development	1001-CMO-1810 Disaster Preparedness
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ 26,265	$ 9,380
1001	CCO	1000	City Council	$ -	$ -	$ -	$ 2,487	$ 17,411	$ 4,974
1001	CMO	1100	City Manager	$ 407	$ 5,039	$ 4,256	$ 1,630	$ 29,871	$ 10,496
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ 2,135	$ 29,937	$ 4,269
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ 27,247	$ 9,731
1001	CMO	1310	Risk Management	$ -	$ 40,105	$ -	$ -	$ 17,984	$ 6,423
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ 9,374	$ 3,348
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ 6,855	$ 234
1001	ASD	2000	Finance	$ 4,394	$ 15,661	$ 12,853	$ 5,587	$ 36,938	$ 12,244
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ 20,108	$ 7,181
			Proposed Costs	**$ 4,801**	**$ 60,805**	**$ 17,108**	**$ 11,839**	**$ 221,989**	**$ 68,281**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-CMO-1820 Animal Control	1001-CMO-1830 Community TV	1001-PSD-3000 Police Admin / Support Services	1001-PSD-3010 Patrol	1001-PSD-3020 Traffic	1001-PSD-3030 Investigations
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ 4,974	$ 24,872	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 3,012	$ 1,022	$ 25,021	$ 89,391	$ 13,781	$ 29,501
1001	CMO	1200	City Clerk	$ -	$ 4,269	$ 21,347	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1310	Risk Management	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ 3,046	$ 49,036	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 9,485	$ 3,797	$ 48,237	$ 66,927	$ 10,535	$ 22,265
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 12,497**	**$ 17,109**	**$ 168,514**	**$ 156,317**	**$ 24,317**	**$ 51,766**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PSD-3040 Crime Prevention	1001-PSD-3041 School Resource Svcs	1001-PSD-3050 Communications / Dispatch	1001-PSD-3100 Police Operations Support	1001-PSD-3140 Crime Prevention	1001-PSD-3510 Crossing Guards
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ 50,028	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 10,128	$ 5,456	$ 13,143	$ 63,961	$ 323	$ 2,310
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ 14,244	$ -	$ -
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ 51,899	$ -	$ -
1001	CMO	1310	Risk Management	$ -	$ -	$ -	$ 441,218	$ -	$ -
1001	CMO	1600	Communications	$ -	$ -	$ -	$ 53,564	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 7,809	$ 4,323	$ 9,933	$ 66,508	$ 4,478	$ 2,672
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 17,938**	**$ 9,779**	**$ 23,076**	**$ 741,423**	**$ 4,802**	**$ 4,982**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-FSD-3700 Fire Administration	1001-FSD-3800 Fire Prevention	1001-PWD-6005 Insurance Claims	1001-PWD-6010	1001-PWD-6100 Engineering	1001-PWD-6110 Capital Improvement Program
1001	NDD	0010	Non-Departmental	$ -	$ 12,507	$ -	$ -	$ 9,380	$ 50,028
1001	CCO	1000	City Council	$ 7,462	$ -	$ -	$ -	$ 24,872	$ -
1001	CMO	1100	City Manager	$ 122,451	$ 14,836	$ 1,831	$ 1,126	$ 9,604	$ 47,699
1001	CMO	1200	City Clerk	$ 6,404	$ 23,375	$ -	$ -	$ 21,347	$ 13,870
1001	CMO	1300	Human Resources	$ -	$ 12,975	$ -	$ -	$ 9,731	$ 51,899
1001	CMO	1310	Risk Management	$ -	$ 69,181	$ -	$ -	$ 6,423	$ 34,255
1001	CMO	1600	Communications	$ -	$ 4,464	$ -	$ -	$ 3,348	$ 17,855
1001	CAO	1900	City Attorney	$ 7,675	$ -	$ -	$ -	$ 22,907	$ 15,232
1001	ASD	2000	Finance	$ 43,194	$ 17,288	$ 6,647	$ 3,360	$ 12,834	$ 34,038
1001	PWD	6000	Public Works Administration	$ -	$ -	$ 13,401	$ 8,240	$ 68,560	$ 339,892
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ 7,181	$ 38,301
			Proposed Costs	**$ 187,186**	**$ 154,626**	**$ 21,879**	**$ 12,726**	**$ 196,188**	**$ 643,068**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PWD-6120 Development	1001-PWD-6130 Transportation	1001-PWD-6200 Environment & Sustainability	1001-PWD-6210 Climate Action Plan	1001-PWD-6220 Public Outreach & Events	1001-PWD-6230 Solid Waste Programs
1001	NDD	0010	Non-Departmental	$ 50,653	$ 34,394	$ 16,884	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ 24,872	$ 7,462	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 51,315	$ 33,847	$ 16,687	$ 8	$ 4	$ 751
1001	CMO	1200	City Clerk	$ 13,870	$ 35,217	$ 20,274	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ 52,548	$ 35,681	$ 17,516	$ -	$ -	$ -
1001	CMO	1310	Risk Management	$ 34,684	$ 23,808	$ 11,561	$ -	$ -	$ -
1001	CMO	1600	Communications	$ 18,078	$ 12,275	$ 6,026	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ 1,640	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 48,225	$ 29,721	$ 14,058	$ 48	$ 36	$ 2,240
1001	PWD	6000	Public Works Administration	$ 366,245	$ 241,388	$ 119,022	$ 55	$ 27	$ 5,493
1001	PWD	6311	City Hall	$ 38,780	$ 26,332	$ 12,927	$ -	$ -	$ -
			Proposed Costs	**$ 674,397**	**$ 499,175**	**$ 242,416**	**$ 110**	**$ 68**	**$ 8,484**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PWD-6231 AVI Franchise Agreement	1001-PWD-6240 Stormwater Programs	1001-PWD-6300 Maintenance	1001-PWD-6312 Cultural Arts Center	1001-PWD-6313 Heritage Museums	1001-PWD-6314 Maintenance Corp Yard
1001	NDD	0010	Non-Departmental	$ 1,251	$ -	$ 25,014	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 1,286	$ 3,994	$ 32,382	$ 483	$ 1,135	$ 1,083
1001	CMO	1200	City Clerk	$ -	$ -	$ 13,870	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ 1,297	$ -	$ 25,950	$ -	$ -	$ -
1001	CMO	1310	Risk Management	$ 856	$ -	$ 17,128	$ -	$ -	$ -
1001	CMO	1600	Communications	$ 446	$ -	$ 8,927	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ 5,917	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 1,123	$ 14,914	$ 44,811	$ 1,443	$ 8,911	$ 7,191
1001	PWD	6000	Public Works Administration	$ 9,180	$ 29,227	$ 232,389	$ 3,538	$ 8,309	$ 7,923
1001	PWD	6311	City Hall	$ 958	$ -	$ 19,150	$ -	$ -	$ -
			Proposed Costs	**$ 16,397**	**$ 54,053**	**$ 419,620**	**$ 5,464**	**$ 18,356**	**$ 16,197**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PWD-6315 Senior Center	1001-PWD-6316 Shannon Community Center	1001-PWD-6317 The Wave	1001-PWD-6320 Parks	1001-PWD-6321 Community/Sports Parks	1001-PWD-6322 Historic/Nature Parks
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 1,704	$ 2,021	$ 6,497	$ 1,087	$ 22,442	$ 1,089
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1310	Risk Management	$ -	$ -	$ -	$ 70,879	$ -	$ -
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ 59	$ -	$ -
1001	ASD	2000	Finance	$ 9,725	$ 11,807	$ 25,368	$ 15,272	$ 69,175	$ 3,579
1001	PWD	6000	Public Works Administration	$ 12,468	$ 14,790	$ 47,548	$ 7,952	$ 164,241	$ 7,972
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 23,897**	**$ 28,617**	**$ 79,413**	**$ 95,249**	**$ 255,857**	**$ 12,640**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PWD-6323 Neighborhood Parks	1001-PWD-6330 Streets	1001-PWD-6331 Bridges	1001-PWD-6332 Landscaping	1001-PWD-6334 Sidewalks	1001-PWD-6336 Streetlights	1001-PWD-6337 Traffic Signals
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,487
1001	CMO	1100	City Manager	$ 8,982	$ 522	$ 394	$ 8,105	$ 1,877	$ 162	$ 1,306
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,135
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1310	Risk Management	$ -	$ 448,900	$ 561	$ 4,025	$ 35,439	$ 42,819	$ 92
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -	$ -	$ 410
1001	ASD	2000	Finance	$ 29,557	$ 1,559	$ 1,176	$ 43,329	$ 6,070	$ 684	$ 6,371
1001	PWD	6000	Public Works Administration	$ 65,737	$ 3,822	$ 2,884	$ 59,313	$ 13,733	$ 1,182	$ 9,561
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 104,276**	**$ 454,803**	**$ 5,015**	**$ 114,772**	**$ 57,120**	**$ 44,847**	**$ 22,362**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PWD-6338 Street Tree Maintenance	1001-PWD-6339 Signs	1001-PWD-6341 Street Sweeping	1001-PWD-6342 City Vehicles	1001-PWD-6343 Special Events	1001-PWD-6350 Public Safety Complex	1001-PWD-6351 Police Services
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 2,832	$ 648	$ 3,078	$ 646	$ 2,527	$ 552	$ 2,080
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1310	Risk Management	$ 59,066	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 8,756	$ 2,379	$ 9,882	$ 2,800	$ 7,871	$ 8,582	$ 9,789
1001	PWD	6000	Public Works Administration	$ 20,729	$ 4,744	$ 22,523	$ 4,724	$ 18,496	$ 4,041	$ 15,222
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 91,384**	**$ 7,771**	**$ 35,482**	**$ 8,170**	**$ 28,894**	**$ 13,175**	**$ 27,090**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PWD-6352 Grounds	1001-PWD-6358 Fire Administration PSC	1001-PWD-6360 Fire Station Maint	1001-PWD-6362 Fire Station 16	1001-PWD-6363 Fire Station 17	1001-PWD-6364 Fire Station 18
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 200	$ 611	$ 191	$ 690	$ 778	$ 743
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1310	Risk Management	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 900	$ 3,009	$ 1,025	$ 5,202	$ 5,020	$ 4,867
1001	PWD	6000	Public Works Administration	$ 1,465	$ 4,472	$ 1,399	$ 5,050	$ 5,693	$ 5,440
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 2,565**	**$ 8,091**	**$ 2,615**	**$ 10,942**	**$ 11,491**	**$ 11,050**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PWD-6365 Fire Vehicle Maintenace Facility	1001-PWD-6370 Library	1001-PWD-6381 DSRSD	1001-PWD-6382 Camp Parks - Muni Services	1001-PCS-7000 Parks & Community Services
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ 61,910
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ 27,359
1001	CMO	1100	City Manager	$ 3	$ 3,438	$ 907	$ 6,178	$ 66,011
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ 45,615
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ 65,414
1001	CMO	1310	Risk Management	$ -	$ -	$ -	$ -	$ 91,287
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ 44,190
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ 2,226
1001	ASD	2000	Finance	$ 159	$ 13,162	$ 3,009	$ 29,328	$ 73,022
1001	PWD	6000	Public Works Administration	$ 20	$ 25,162	$ 6,637	$ 45,210	$ -
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ 47,397
			Proposed Costs	**$ 182**	**$ 41,762**	**$ 10,552**	**$ 80,716**	**$ 524,433**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7010 Contracted Classes & Programs	1001-PCS-7011 Contracted Fitness & Wellness	1001-PCS-7012 Contracted Leisure	1001-PCS-7100 Community Events & Festivals	1001-PCS-7101 St. Patrick's Day Festival
1001	NDD	0010	Non-Departmental	$ 4,377	$ 3,752	$ 2,501	$ 26,890	$ -
1001	CCO	1000	City Council	$ 7,462	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 4,409	$ 3,724	$ 3,023	$ 25,532	$ 180
1001	CMO	1200	City Clerk	$ 6,404	$ -	$ -	$ 13,870	$ -
1001	CMO	1300	Human Resources	$ 4,541	$ 3,892	$ 2,595	$ 27,896	$ 65
1001	CMO	1310	Risk Management	$ 2,997	$ 2,569	$ 1,713	$ 18,412	$ 40
1001	CMO	1600	Communications	$ 3,125	$ 2,678	$ 1,785	$ 19,194	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 3,683	$ 4,979	$ 6,299	$ 18,071	$ 2,049
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ 3,351	$ 2,873	$ 1,915	$ 20,587	$ -
			Proposed Costs	**$ 40,350**	**$ 24,467**	**$ 19,831**	**$ 170,452**	**$ 2,334**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7102 Santa Breakfast/Tree Lighting	1001-PCS-7104 Farmer's Market/Concerts	1001-PCS-7105 Family Campouts	1001-PCS-7106 Spring Eggstravaganza	1001-PCS-7107 Outdoor Movie Nights
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 259	$ 30	$ 85	$ 40	$ 74
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ 253	$ 549	$ 722	$ -	$ 231
1001	CMO	1310	Risk Management	$ 153	$ 333	$ 437	$ -	$ 140
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 1,984	$ 192	$ 1,365	$ 473	$ 1,614
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 2,648**	**$ 1,104**	**$ 2,609**	**$ 513**	**$ 2,058**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7108 Ghosts of Dublin/Harvest Fair	1001-PCS-7109 Floating Pumpkin Patch	1001-PCS-7110 Special Events	1001-PCS-7111 Community Outreach Events	1001-PCS-7112 Art Space Grants
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 54	$ 18	$ -	$ 1,348	$ 1,149
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ 853	$ -	$ -	$ 1,223	$ -
1001	CMO	1310	Risk Management	$ 517	$ -	$ -	$ 741	$ -
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 742	$ 407	$ 990	$ 7,902	$ 5,497
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 2,166**	**$ 425**	**$ 990**	**$ 11,214**	**$ 6,645**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7113 City Presented Performances	1001-PCS-7114 Park and Facility Dedications	1001-PCS-7120 Arts Activities Admin	1001-PCS-7132	1001-PCS-7133 City Presented Performances	1001-PCS-7134 Cultrual Art Classes
1001	NDD	0010	Non-Departmental	$ 625	$ -	$ 8,755	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 885	$ 429	$ 8,370	$ 11	$ 22	$ 586
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ 822	$ -	$ 9,082	$ -	$ -	$ 2,522
1001	CMO	1310	Risk Management	$ 533	$ -	$ 5,995	$ -	$ -	$ 1,528
1001	CMO	1600	Communications	$ 446	$ -	$ 6,249	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -	$ 410
1001	ASD	2000	Finance	$ 1,815	$ 2,825	$ 6,005	$ 31	$ 116	$ 5,178
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ 479	$ -	$ 6,703	$ -	$ -	$ -
			Proposed Costs	**$ 5,606**	**$ 3,254**	**$ 51,158**	**$ 42**	**$ 138**	**$ 10,223**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7201 Burials	1001-PCS-7210 Heritage Ctr Programs Admin	1001-PCS-7211 Tours & Hands-on History	1001-PCS-7213 Heritage Exhibit & Collections	1001-PCS-7220 Heritage Ctr Ops Admin
1001	NDD	0010	Non-Departmental	$ -	$ 6,253	$ -	$ -	$ 5,628
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 206	$ 6,038	$ 70	$ 488	$ 5,936
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ 25	$ 6,487	$ 3,013	$ 239	$ 10,640
1001	CMO	1310	Risk Management	$ 15	$ 4,282	$ 1,825	$ 145	$ 12,684
1001	CMO	1600	Communications	$ -	$ 4,464	$ -	$ -	$ 4,017
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 1,136	$ 4,524	$ 838	$ 1,709	$ 6,905
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ -	$ 4,788	$ -	$ -	$ 4,309
			Proposed Costs	**$ 1,382**	**$ 36,836**	**$ 5,746**	**$ 2,580**	**$ 50,119**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7221 Heritage Ctr Rental	1001-PCS-7300 Senior Programs Admin	1001-PCS-7301 Senior Program Trips and Tours	1001-PCS-7302 Senior Program Activities	1001-PCS-7303 Senior Program Lunch Program
1001	NDD	0010	Non-Departmental	$ -	$ 5,628	$ 1,251	$ 4,377	$ 1,876
1001	CCO	1000	City Council	$ -	$ 2,487	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 113	$ 5,492	$ 1,388	$ 4,154	$ 1,817
1001	CMO	1200	City Clerk	$ -	$ 2,135	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ 1,893	$ 5,839	$ 1,297	$ 4,563	$ 1,946
1001	CMO	1310	Risk Management	$ 1,147	$ 15,667	$ 856	$ 3,011	$ 1,285
1001	CMO	1600	Communications	$ -	$ 4,017	$ 893	$ 3,125	$ 1,339
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 1,202	$ 4,228	$ 2,024	$ 2,975	$ 1,731
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ -	$ 4,309	$ 958	$ 3,351	$ 1,436
			Proposed Costs	**$ 4,355**	**$ 49,802**	**$ 8,667**	**$ 25,556**	**$ 11,430**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7304 Senior Program Special Events	1001-PCS-7305 Senior Volunteer Program	1001-PCS-7306 Contracted Senior Classes	1001-PCS-7310 Senior Ctr Facility Ops Admin	1001-PCS-7311 Senior Ctr Rental
1001	NDD	0010	Non-Departmental	$ 3,127	$ 2,501	$ 3,752	$ 5,003	$ 9,380
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 3,001	$ 2,417	$ 3,568	$ 6,132	$ 9,117
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ 3,244	$ 2,595	$ 3,933	$ 16,601	$ 14,219
1001	CMO	1310	Risk Management	$ 2,141	$ 1,713	$ 2,594	$ 25,778	$ 9,142
1001	CMO	1600	Communications	$ 2,232	$ 1,785	$ 2,678	$ 3,571	$ 6,695
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 2,676	$ 1,936	$ 2,707	$ 8,150	$ 7,406
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ 2,394	$ 1,915	$ 2,873	$ 3,830	$ 7,181
			Proposed Costs	**$ 18,814**	**$ 14,862**	**$ 22,104**	**$ 69,064**	**$ 63,141**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7400 Family Programs Admin	1001-PCS-7401 After School Recreation	1001-PCS-7402 Full Day Camps	1001-PCS-7403 Half Day Camps	1001-PCS-7404 Student Union	1001-PCS-7405 Dublin L.E.A.D
1001	NDD	0010	Non-Departmental	$ 4,377	$ 3,752	$ 1,251	$ 1,251	$ 4,377	$ 1,251
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 4,252	$ 5,848	$ 1,694	$ 1,383	$ 4,128	$ 1,197
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ 4,541	$ 37,847	$ 9,772	$ 3,326	$ 4,541	$ 1,297
1001	CMO	1310	Risk Management	$ 2,997	$ 23,139	$ 5,990	$ 2,085	$ 2,997	$ 856
1001	CMO	1600	Communications	$ 3,125	$ 2,678	$ 893	$ 893	$ 3,125	$ 893
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 3,468	$ 11,883	$ 3,250	$ 1,591	$ 3,072	$ 959
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ 3,351	$ 2,873	$ 958	$ 958	$ 3,351	$ 958
			Proposed Costs	**$ 26,112**	**$ 88,020**	**$ 23,806**	**$ 11,488**	**$ 25,592**	**$ 7,411**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7410 PreSchool Admin	1001-PCS-7411 Shannon Preschool	1001-PCS-7413 PreSchool Camps	1001-PCS-7420 Shannon Ctr Facility Ops	1001-PCS-7421 Shannon Ctr Rental	1001-PCS-7500 Sports Admin
1001	NDD	0010	Non-Departmental	$ 5,628	$ 2,501	$ 1,251	$ 1,876	$ 3,752	$ 5,628
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ 2,487	$ 4,974
1001	CMO	1100	City Manager	$ 5,327	$ 3,438	$ 1,226	$ 3,104	$ 4,205	$ 5,346
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ 2,135	$ 4,269
1001	CMO	1300	Human Resources	$ 5,839	$ 15,723	$ 2,353	$ 2,065	$ 17,192	$ 5,839
1001	CMO	1310	Risk Management	$ 3,854	$ 9,666	$ 1,496	$ 27,600	$ 10,626	$ 3,854
1001	CMO	1600	Communications	$ 4,017	$ 1,785	$ 893	$ 1,339	$ 2,678	$ 4,017
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -	$ 4,394
1001	ASD	2000	Finance	$ 3,709	$ 8,465	$ 1,046	$ 6,403	$ 5,734	$ 3,765
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ 4,309	$ 1,915	$ 958	$ 1,436	$ 2,873	$ 4,309
			Proposed Costs	**$ 32,683**	**$ 43,494**	**$ 9,223**	**$ 43,823**	**$ 51,681**	**$ 46,396**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7501 Adult Sports/Basketball	1001-PCS-7502 Adult Sports/Softball	1001-PCS-7503 Youth Sports/Basketball	1001-PCS-7504 Youth Sports/Tee Ball
1001	NDD	0010	Non-Departmental	$ 5,378	$ 5,378	$ 3,752	$ 625
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 5,317	$ 5,366	$ 4,371	$ 615
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ 5,944	$ 7,502	$ 6,110	$ 1,675
1001	CMO	1310	Risk Management	$ 3,904	$ 4,847	$ 3,913	$ 1,050
1001	CMO	1600	Communications	$ 3,839	$ 3,839	$ 2,678	$ 446
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 4,625	$ 4,721	$ 6,194	$ 603
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ 4,117	$ 4,117	$ 2,873	$ 479
			Proposed Costs	**$ 33,123**	**$ 35,770**	**$ 29,890**	**$ 5,493**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7505 Contracted Sports Programs	1001-PCS-7510 Other Facility Operations Admin	1001-PCS-7511 Stager Gym Rental	1001-PCS-7513 Civic Center Rentals	1001-PCS-7514 Library Rentals	1001-PCS-7515 Parks Rental
1001	NDD	0010	Non-Departmental	$ 8,630	$ 625	$ 1,251	$ 2,501	$ 3,127	$ 13,132
1001	CCO	1000	City Council	$ -	$ -	$ -	$ 2,487	$ -	$ -
1001	CMO	1100	City Manager	$ 12,023	$ 973	$ 1,306	$ 2,317	$ 3,338	$ 13,124
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ 2,135	$ -	$ 13,870
1001	CMO	1300	Human Resources	$ 9,085	$ 649	$ 6,144	$ 2,595	$ 3,269	$ 20,557
1001	CMO	1310	Risk Management	$ 5,989	$ 60,608	$ 3,792	$ 1,713	$ 2,156	$ 13,192
1001	CMO	1600	Communications	$ 6,160	$ 446	$ 893	$ 1,785	$ 2,232	$ 9,374
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ 59	$ -
1001	ASD	2000	Finance	$ 32,410	$ 2,404	$ 1,208	$ 1,513	$ 3,545	$ 11,652
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ 6,607	$ 479	$ 958	$ 1,915	$ 2,394	$ 10,054
			Proposed Costs	**$ 80,904**	**$ 66,185**	**$ 15,550**	**$ 18,962**	**$ 20,119**	**$ 104,955**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7600 Aquatics Program Admin	1001-PCS-7601 Recreation Swimming	1001-PCS-7602 Competitive Swimming	1001-PCS-7603 Fitness Programs	1001-PCS-7604 Swim Lessons	1001-PCS-7605 Contracted Aquatic Programs
1001	NDD	0010	Non-Departmental	$ 11,882	$ 3,127	$ 4,377	$ 5,003	$ 6,253	$ -
1001	CCO	1000	City Council	$ 4,974	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 13,146	$ 3,276	$ 4,498	$ 4,969	$ 7,434	$ 86
1001	CMO	1200	City Clerk	$ 4,269	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ 12,326	$ 3,724	$ 9,577	$ 10,356	$ 23,102	$ 22,681
1001	CMO	1310	Risk Management	$ 8,136	$ 2,432	$ 6,048	$ 6,555	$ 14,347	$ 13,740
1001	CMO	1600	Communications	$ 8,481	$ 2,232	$ 3,125	$ 3,571	$ 4,464	$ -
1001	CAO	1900	City Attorney	$ 1,758	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 13,776	$ 3,520	$ 3,949	$ 4,804	$ 8,817	$ 3,788
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ 9,096	$ 2,394	$ 3,351	$ 3,830	$ 4,788	$ -
			Proposed Costs	**$ 87,843**	**$ 20,705**	**$ 34,925**	**$ 39,089**	**$ 69,205**	**$ 40,296**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-PCS-7610 Waterpark Operations Admin	1001-PCS-7611 Waterpark Operations	1001-PCS-7612 Wave Concessions	1001-PCS-7620 Wave Facility Admin	1001-PCS-7621 Wave Facility Rental	1001-CDD-8200 Planning
1001	NDD	0010	Non-Departmental	$ -	$ 16,259	$ 625	$ 6,253	$ 4,377	$ 120,692
1001	CCO	1000	City Council	$ -	$ -	$ -	$ 2,487	$ -	$ 44,770
1001	CMO	1100	City Manager	$ 2,949	$ 19,671	$ 619	$ 6,007	$ 4,472	$ 120,135
1001	CMO	1200	City Clerk	$ -	$ 13,870	$ -	$ 2,135	$ -	$ 74,061
1001	CMO	1300	Human Resources	$ -	$ 98,149	$ 649	$ 6,487	$ 15,726	$ 128,295
1001	CMO	1310	Risk Management	$ -	$ 60,373	$ 1,462	$ 144,686	$ 9,773	$ 84,512
1001	CMO	1600	Communications	$ -	$ 11,606	$ 446	$ 4,464	$ 3,125	$ 43,074
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -	$ 118,285
1001	ASD	2000	Finance	$ 14,133	$ 31,467	$ 567	$ 4,383	$ 4,292	$ 101,655
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ -	$ 12,448	$ 479	$ 4,788	$ 3,351	$ 92,401
			Proposed Costs	**$ 17,082**	**$ 263,842**	**$ 4,848**	**$ 181,691**	**$ 45,116**	**$ 927,881**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	1001-CDD-8300 Building & Safety	1009-PWD-Developer Deposit	1101-NDD-General Fund Reserve Projects	2101-PSD- State Seizure / Special Activity Fund	2102-PSD-Vehicle Abatement	2103-PSD-SLES / COPS Fund
1001	NDD	0010	Non-Departmental	$ 93,802	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ 7,462	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 104,225	$ 4,853	$ -	$ 334	$ -	$ 751
1001	CMO	1200	City Clerk	$ 82,318	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ 97,311	$ -	$ -	$ -	$ -	$ -
1001	CMO	1310	Risk Management	$ 64,300	$ -	$ -	$ -	$ -	$ -
1001	CMO	1600	Communications	$ 33,477	$ -	$ -	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ 40,776	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 114,176	$ 127,695	$ 2,450	$ 2,877	$ 25	$ 2,291
1001	PWD	6000	Public Works Administration	$ -	$ 35,520	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ 71,814	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 709,662**	**$ 168,068**	**$ 2,450**	**$ 3,211**	**$ 25**	**$ 3,041**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	2106-PWD-Traffic Safety	2109-FSD-EMS Special Revenue	2111-PSD-Enforcement Grants	2201-PWD-State Gas Tax	2212-PWD- ACTC - Vehicle Registration Fee	2215-PWD-Measure BB-Bike & Ped	2302-PWD-Measure D
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 777	$ 1,994	$ 2,490	$ 835	$ 751	$ 152	$ 11,595
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,434
1001	CMO	1310	Risk Management	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,567
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,901
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 4,332	$ 6,026	$ 7,632	$ 6,874	$ 2,836	$ 1,049	$ 21,705
1001	PWD	6000	Public Works Administration	$ 5,684	$ -	$ -	$ 6,111	$ 5,493	$ 1,111	$ 83,367
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,224
			Proposed Costs	**$ 10,792**	**$ 8,020**	**$ 10,122**	**$ 13,819**	**$ 9,080**	**$ 2,312**	**$ 139,792**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	2303-PWD-Garbage Service Fund	2304-PWD- Local Recycling Fund	2323-PWD-Dublin / Dougherty	2324-PWD-Village Parkway	2701-PWD-Street Light District 1983-1	2702-PWD-Landscape District Stagecoach 1983-1
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ 8	$ 672	$ 89	$ 89	$ 2,803	$ 1,960
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1310	Risk Management	$ -	$ -	$ -	$ -	$ 6,413	$ -
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 416	$ 2,653	$ 290	$ 290	$ 11,223	$ 7,011
1001	PWD	6000	Public Works Administration	$ 55	$ 4,921	$ 648	$ 648	$ 20,516	$ 14,347
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 479**	**$ 8,246**	**$ 1,026**	**$ 1,026**	**$ 40,956**	**$ 23,318**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	2703-PWD-Landscape District Dougherty 1986-1	2704-PWD-Landscape District Santa Rita 1997-1	2705-PWD-Landscape District East Dublin 1999-1	2710-PWD- Dublin Crossing-CFD Series 2017	2801-PCS-Public Art Fund
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ 14,923
1001	CMO	1100	City Manager	$ 997	$ 2,717	$ 2,129	$ 239	$ 604
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ 12,808
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ -
1001	CMO	1310	Risk Management	$ -	$ -	$ -	$ -	$ -
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ 1,523
1001	ASD	2000	Finance	$ 5,195	$ 11,202	$ 8,550	$ 1,107	$ 3,575
1001	PWD	6000	Public Works Administration	$ 7,296	$ 19,886	$ 15,584	$ 1,748	$ -
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 13,488**	**$ 33,806**	**$ 26,263**	**$ 3,093**	**$ 33,434**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	2811-CMO-Cable TV Facilities	2901-CDD-Affordable Housing	2903-NDD- Community Development Block Grant	2907-CMO- American Rescue Plan Act (ARPA)	2911-CDD-Building Homes and Jobs Act
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ 7,462	$ 4,974	$ 7,462	$ -
1001	CMO	1100	City Manager	$ 350	$ 24,307	$ -	$ 28,171	$ 7
1001	CMO	1200	City Clerk	$ -	$ 20,399	$ 4,269	$ 6,404	$ -
1001	CMO	1300	Human Resources	$ -	$ 24,003	$ -	$ 12,975	$ -
1001	CMO	1310	Risk Management	$ -	$ 27,656	$ -	$ 8,564	$ -
1001	CMO	1600	Communications	$ -	$ 8,258	$ -	$ 4,464	$ -
1001	CAO	1900	City Attorney	$ -	$ 30,465	$ 1,582	$ -	$ -
1001	ASD	2000	Finance	$ 1,094	$ 23,699	$ 20,828	$ 64,745	$ 391
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ -	$ 17,714	$ -	$ 9,575	$ -
			Proposed Costs	**$ 1,443**	**$ 183,963**	**$ 31,654**	**$ 142,359**	**$ 399**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	2912-CDD- State Housing Grant	2920-NDD- Federal Grant - General	3300-CIP- General Improvement CIP Projects	3500-CIP- Parks CIP Projects	3600-CIP- Streets CIP Projects	3700-CIP- Public Art CIP
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ 9,949	$ 14,923	$ 4,974	$ -
1001	CMO	1100	City Manager	$ 3	$ -	$ 46,829	$ 72,399	$ 181,849	$ 5,021
1001	CMO	1200	City Clerk	$ -	$ -	$ 8,539	$ 12,808	$ 4,269	$ -
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1310	Risk Management	$ -	$ -	$ -	$ -	$ -	$ -
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 287	$ 227	$ 50,310	$ 69,380	$ 159,124	$ 7,177
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 290**	**$ 227**	**$ 115,627**	**$ 169,511**	**$ 350,217**	**$ 12,198**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	4103-NDD-Community Park Improvements	4104-NDD-Neighborhood Park Improvements	4201-NDD-Fire Impact Fees	4301-NDD- West Dublin Transportation Impact Fee	4302-NDD- East Dublin Transportation Impact Fee
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -
1001	CMO	1100	City Manager	$ -	$ 68	$ -	$ 337	$ -
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ -
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ -
1001	CMO	1310	Risk Management	$ -	$ -	$ -	$ -	$ -
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 545	$ 228	$ 25	$ 1,006	$ 25
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ -
			Proposed Costs	**$ 545**	**$ 296**	**$ 25**	**$ 1,343**	**$ 25**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	4306-NDD- Tri-Valley Transportation Fee	5102-NDD- CFD 2015-1 Improv. Area 1	5171-NDD- CERBT (OPEB) Trust	5301-PWD- Fallon Village GHAD	5302-PWD- Schaefer Ranch GHAD	5321-PWD- Fallon Crossing
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ 13,680	$ 13,680	$ -
1001	CMO	1100	City Manager	$ -	$ 3,399	$ 8,402	$ 5,120	$ 5,389	$ 3,072
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ 11,741	$ 11,741	$ -
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ 1,297	$ 1,297	$ 649
1001	CMO	1310	Risk Management	$ -	$ -	$ -	$ 856	$ 856	$ 428
1001	CMO	1600	Communications	$ -	$ -	$ -	$ 446	$ 446	$ 223
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ -	$ -
1001	ASD	2000	Finance	$ 252	$ 12,544	$ 25,633	$ 14,990	$ 15,007	$ 8,777
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ 37,239	$ 39,213	$ 22,369
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ 958	$ 958	$ 479
			Proposed Costs	**$ 252**	**$ 15,943**	**$ 34,035**	**$ 86,327**	**$ 88,588**	**$ 35,996**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	5990-NDD-Customer Service Committee	6105-NDD-Vehicles Replacement	6205-NDD-Facilities Replacement	6305-NDD-Equipment Replacement	6605-CMO-Information Systems Fund	6901-NDD-Retiree Health	-- Other
1001	NDD	0010	Non-Departmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	CCO	1000	City Council	$ -	$ -	$ -	$ -	$ -	$ -	$ 106,951
1001	CMO	1100	City Manager	$ -	$ 3,533	$ 450	$ 6,060	$ 114,070	$ 8,027	$ -
1001	CMO	1200	City Clerk	$ -	$ -	$ -	$ -	$ 13,870	$ -	$ 91,792
1001	CMO	1300	Human Resources	$ -	$ -	$ -	$ -	$ 104,248	$ -	$ -
1001	CMO	1310	Risk Management	$ -	$ -	$ -	$ -	$ 69,013	$ -	$ 3,360
1001	CMO	1600	Communications	$ -	$ -	$ -	$ -	$ 35,709	$ -	$ -
1001	CAO	1900	City Attorney	$ -	$ -	$ -	$ -	$ 879	$ -	$ -
1001	ASD	2000	Finance	$ 252	$ 15,709	$ 1,738	$ 21,800	$ 152,251	$ 32,330	$ -
1001	PWD	6000	Public Works Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001	PWD	6311	City Hall	$ -	$ -	$ -	$ -	$ 76,602	$ -	$ 23,269
			Proposed Costs	**$ 252**	**$ 19,243**	**$ 2,189**	**$ 27,859**	**$ 566,642**	**$ 40,357**	**$ 225,372**

SUMMARY OF RESULTING OVERHEAD ALLOCATIONS

FUND	DEPT	SUB PROG	NAME	Subtotal	Direct Billed	Unallocated	Total
1001	NDD	0010	Non-Departmental	$ 797,320	$ -	$ 2,412,917	$ 3,210,237
1001	CCO	1000	City Council	$ 427,803	$ -	$ 276,588	$ 704,391
1001	CMO	1100	City Manager	$ 1,832,823	$ -	$ -	$ 1,832,823
1001	CMO	1200	City Clerk	$ 692,288	$ -	$ 364,120	$ 1,056,408
1001	CMO	1300	Human Resources	$ 1,248,820	$ -	$ -	$ 1,248,820
1001	CMO	1310	Risk Management	$ 2,310,487	$ -	$ -	$ 2,310,487
1001	CMO	1600	Communications	$ 478,728	$ -	$ 195,004	$ 673,732
1001	CAO	1900	City Attorney	$ 315,368	$ -	$ 170,800	$ 486,167
1001	ASD	2000	Finance	$ 2,538,752	$ -	$ 336,594	$ 2,875,346
1001	PWD	6000	Public Works Administration	$ 2,376,874	$ -	$ -	$ 2,376,874
1001	PWD	6311	City Hall	$ 698,324	$ -	$ -	$ 698,324
			Proposed Costs	**$ 13,717,587**	**$ -**	**$ 3,756,023**	**$ 17,473,610**

6. Summary of Functions and Allocation Bases

The Summary of Functions and Allocation Bases provided on the following pages shows a recap of the allocation methodology applied to each Central Service department. For example, if the Building Maintenance function of the Facilities Management Department allocates by square footage, then the basis for the allocation of that function shown on this schedule would be square footage and the source would potentially be blueprints of the building or square footage records.

SUMMARY OF FUNCTIONS AND ALLOCATION BASES

CS DEPARTMENT	FUNCTION	ALLOCATION BASIS	SOURCE
1001-NDD-0010 Non-Departmental			
	Employee Benefits	# of GF FTE	Personnel Report
	Citywide Services	Not Allocated	
1001-CCO-1000 City Council			
	Legislative Support	# of Agenda Items	Agenda Report
	Community Support	Not Allocated	
1001-CMO-1100 City Manager			
	Administrative Support	$ of Budget Expenditures	Budget File
	Managerial Support	# of FTE	Personnel Report
1001-CMO-1200 City Clerk			
	Council Support	# of Agenda Items	Agenda Report
	Parks & Recreation Commission Support	Direct to PCS	
	Records Management Support	Equal to All	
	Public Records Requests	# of PRR	Public Records Report
	Elections Support	Not Allocated	
	Passport	Not Allocated	
1001-CMO-1300 Human Resources			
	General Employee Support	# of Full-Time, Part-Time, & Temporary Employees	Personnel Report
1001-CMO-1310 Risk Management			
	Workers Compensation	# of Full-Time, Part-Time, & Temporary Employees	Personnel Report
	General Liability	3 Yr Avg # of GL Claims	Claims Log
	Property Insurance	Value of Properties Insured	Assest Report
1001-CMO-1600 Communications			
	Communication Support	# of FTE	Personnel Report
	Public Communications	Not Allocated	
1001-CAO-1900 City Attorney			
	Citywide Support	Actual Labor Hours	Attorney Hours Log
	Litigation	Not Allocated	
1001-ASD-2000 Finance			
	Budget	$ of Budget Expenditures	Budget File
	Financial Reporting	$ of Budget Expenditures	Budget File
	Accounts Payable	# of AP Trans	AP Log
	Accounts Receivable	# of AR Trans	AR Log
	Procurement	# of PO	PO Log
	Payroll	# of FTE	Personnel Report
	Business Licensing	Not Allocated	
1001-PWD-6000 Public Works Administration			
	Personnel Support	# of FTE per PW Sub Program	Personnel Report
	Fiscal Support	$ of Budget Expenditures per PW Sub Program	Budget File
1001-PWD-6311 City Hall			
	City Hall Maintenance	Sq. Ft. of City Hall Occupied per Sub Program	Assest Report

7. Central Service Departments (Providers)

The follow page provides a list of all the departments included as Central Services, including; their fund, department, and or division number, expenditure totals per department, a subtotal of disallowed costs, and a total of all expenditures allocated through the plan.

CENTRAL SERVICES DEPARTMENTS (PROVIDERS)

FUND	DEPT	SUB PROG	NAME	Expenditures	Cost Adjustments	TOTAL $
1001	NDD	0010	Non-Departmental	$ 5,515,432	$ (2,000,000)	$ 3,515,432
1001	CCO	1000	City Council	$ 644,552	$ -	$ 644,552
1001	CMO	1100	City Manager	$ 1,787,174	$ -	$ 1,787,174
1001	CMO	1200	City Clerk	$ 861,435	$ -	$ 861,435
1001	CMO	1300	Human Resources	$ 1,244,896	$ -	$ 1,244,896
1001	CMO	1310	Risk Management	$ 2,616,600	$ -	$ 2,616,600
1001	CMO	1600	Communications	$ 619,140	$ -	$ 619,140
1001	CAO	1900	City Attorney	$ 739,415	$ -	$ 739,415
1001	ASD	2000	Finance	$ 2,672,681	$ -	$ 2,672,681
1001	PWD	6000	Public Works Administration	$ 1,882,031	$ -	$ 1,882,031
1001	PWD	6311	City Hall	$ 890,254	$ -	$ 890,254
			Subtotal	$ 19,473,610	$ (2,000,000)	$ 17,473,610
			Disallowed Items (All Departments)			$ -
			TOTAL ALLOCATED EXPENDITURES			**$ 17,473,610**

8. Grantee Departments (Receivers)

The following page provides a list of all the departments included as Receiving departments, including their fund, department, and or division number.

GRANTEE DEPARTMENTS (RECEIVERS)

FUND	DEPT	SUB PROG	NAME
1001	NDD	0110	Human Services
1001	NDD	0120	Library Services
1001	NDD	0130	Dougherty Reg Fire Auth
1001	CMO	1210	Elections
1001	CMO	1500	Economic Development
1001	CMO	1810	Disaster Preparedness
1001	CMO	1820	Animal Control
1001	CMO	1830	Community TV
1001	PSD	3000	Police Admin / Support Services
1001	PSD	3010	Patrol
1001	PSD	3020	Traffic
1001	PSD	3030	Investigations
1001	PSD	3040	Crime Prevention
1001	PSD	3041	School Resource Svcs
1001	PSD	3050	Communications / Dispatch
1001	PSD	3100	Police Operations Support
1001	PSD	3140	Crime Prevention
1001	PSD	3510	Crossing Guards
1001	FSD	3700	Fire Administration
1001	FSD	3800	Fire Prevention
1001	PWD	6005	Insurance Claims
1001	PWD	6010	
1001	PWD	6100	Engineering
1001	PWD	6110	Capital Improvement Program
1001	PWD	6120	Development
1001	PWD	6130	Transportation
1001	PWD	6200	Environment & Sustainability
1001	PWD	6210	Climate Action Plan
1001	PWD	6220	Public Outreach & Events
1001	PWD	6230	Solid Waste Programs
1001	PWD	6231	AVI Franchise Agreement
1001	PWD	6240	Stormwater Programs
1001	PWD	6300	Maintenance
1001	PWD	6312	Cultural Arts Center
1001	PWD	6313	Heritage Museums
1001	PWD	6314	Maintenance Corp Yard
1001	PWD	6315	Senior Center
1001	PWD	6316	Shannon Community Center
1001	PWD	6317	The Wave
1001	PWD	6320	Parks
1001	PWD	6321	Community/Sports Parks
1001	PWD	6322	Historic/Nature Parks

GRANTEE DEPARTMENTS (RECEIVERS)

FUND	DEPT	SUB PROG	NAME
1001	PWD	6323	Neighborhood Parks
1001	PWD	6330	Streets
1001	PWD	6331	Bridges
1001	PWD	6332	Landscaping
1001	PWD	6334	Sidewalks
1001	PWD	6336	Streetlights
1001	PWD	6337	Traffic Signals
1001	PWD	6338	Street Tree Maintenance
1001	PWD	6339	Signs
1001	PWD	6341	Street Sweeping
1001	PWD	6342	City Vehicles
1001	PWD	6343	Special Events
1001	PWD	6350	Public Safety Complex
1001	PWD	6351	Police Services
1001	PWD	6352	Grounds
1001	PWD	6358	Fire Administration PSC
1001	PWD	6360	Fire Station Maint
1001	PWD	6362	Fire Station 16
1001	PWD	6363	Fire Station 17
1001	PWD	6364	Fire Station 18
1001	PWD	6365	Fire Vehicle Maintenace Facility
1001	PWD	6370	Library
1001	PWD	6381	DSRSD
1001	PWD	6382	Camp Parks - Muni Services
1001	PCS	7000	Parks & Community Services
1001	PCS	7010	Contracted Classes & Programs
1001	PCS	7011	Contracted Fitness & Wellness
1001	PCS	7012	Contracted Leisure
1001	PCS	7100	Community Events & Festivals
1001	PCS	7101	St. Patrick's Day Festival
1001	PCS	7102	Santa Breakfast/Tree Lighting
1001	PCS	7104	Farmer's Market/Concerts
1001	PCS	7105	Family Campouts
1001	PCS	7106	Spring Eggstravaganza
1001	PCS	7107	Outdoor Movie Nights
1001	PCS	7108	Ghosts of Dublin/Harvest Fair
1001	PCS	7109	Floating Pumpkin Patch
1001	PCS	7110	Special Events
1001	PCS	7111	Community Outreach Events
1001	PCS	7112	Art Space Grants
1001	PCS	7113	City Presented Performances
1001	PCS	7114	Park and Facility Dedications

GRANTEE DEPARTMENTS (RECEIVERS)

FUND	DEPT	SUB PROG	NAME
1001	PCS	7120	Arts Activities Admin
1001	PCS	7132	
1001	PCS	7133	City Presented Performances
1001	PCS	7134	Cultrual Art Classes
1001	PCS	7201	Burials
1001	PCS	7210	Heritage Ctr Programs Admin
1001	PCS	7211	Tours & Hands-on History
1001	PCS	7213	Heritage Exhibit & Collections
1001	PCS	7220	Heritage Ctr Ops Admin
1001	PCS	7221	Heritage Ctr Rental
1001	PCS	7300	Senior Programs Admin
1001	PCS	7301	Senior Program Trips and Tours
1001	PCS	7302	Senior Program Activities
1001	PCS	7303	Senior Program Lunch Program
1001	PCS	7304	Senior Program Special Events
1001	PCS	7305	Senior Volunteer Program
1001	PCS	7306	Contracted Senior Classes
1001	PCS	7310	Senior Ctr Facility Ops Admin
1001	PCS	7311	Senior Ctr Rental
1001	PCS	7400	Family Programs Admin
1001	PCS	7401	After School Recreation
1001	PCS	7402	Full Day Camps
1001	PCS	7403	Half Day Camps
1001	PCS	7404	Student Union
1001	PCS	7405	Dublin L.E.A.D
1001	PCS	7410	PreSchool Admin
1001	PCS	7411	Shannon Preschool
1001	PCS	7413	PreSchool Camps
1001	PCS	7420	Shannon Ctr Facility Ops
1001	PCS	7421	Shannon Ctr Rental
1001	PCS	7500	Sports Admin
1001	PCS	7501	Adult Sports/Basketball
1001	PCS	7502	Adult Sports/Softball
1001	PCS	7503	Youth Sports/Basketball
1001	PCS	7504	Youth Sports/Tee Ball
1001	PCS	7505	Contracted Sports Programs
1001	PCS	7510	Other Facility Operations Admin
1001	PCS	7511	Stager Gym Rental
1001	PCS	7513	Civic Center Rentals
1001	PCS	7514	Library Rentals
1001	PCS	7515	Parks Rental
1001	PCS	7600	Aquatics Program Admin

GRANTEE DEPARTMENTS (RECEIVERS)

FUND	DEPT	SUB PROG	NAME
1001	PCS	7601	Recreation Swimming
1001	PCS	7602	Competitive Swimming
1001	PCS	7603	Fitness Programs
1001	PCS	7604	Swim Lessons
1001	PCS	7605	Contracted Aquatic Programs
1001	PCS	7610	Waterpark Operations Admin
1001	PCS	7611	Waterpark Operations
1001	PCS	7612	Wave Concessions
1001	PCS	7620	Wave Facility Admin
1001	PCS	7621	Wave Facility Rental
1001	CDD	8200	Planning
1001	CDD	8300	Building & Safety
1009	PWD		Developer Deposit
1101	NDD		General Fund Reserve Projects
2101	PSD		State Seizure / Special Activity Fund
2102	PSD		Vehicle Abatement
2103	PSD		SLES / COPS Fund
2106	PWD		Traffic Safety
2109	FSD		EMS Special Revenue
2111	PSD		Enforcement Grants
2201	PWD		State Gas Tax
2212	PWD		ACTC - Vehicle Registration Fee
2215	PWD		Measure BB-Bike & Ped
2302	PWD		Measure D
2303	PWD		Garbage Service Fund
2304	PWD		Local Recycling Fund
2323	PWD		Dublin / Dougherty
2324	PWD		Village Parkway
2701	PWD		Street Light District 1983-1
2702	PWD		Landscape District Stagecoach 1983-1
2703	PWD		Landscape District Dougherty 1986-1
2704	PWD		Landscape District Santa Rita 1997-1
2705	PWD		Landscape District East Dublin 1999-1
2710	PWD		Dublin Crossing-CFD Series 2017
2801	PCS		Public Art Fund
2811	CMO		Cable TV Facilities
2901	CDD		Affordable Housing
2903	NDD		Community Development Block Grant
2907	CMO		American Rescue Plan Act (ARPA)
2911	CDD		Building Homes and Jobs Act
2912	CDD		State Housing Grant
2920	NDD		Federal Grant - General

GRANTEE DEPARTMENTS (RECEIVERS)

FUND	DEPT	SUB PROG	NAME
3300	CIP		General Improvement CIP Projects
3500	CIP		Parks CIP Projects
3600	CIP		Streets CIP Projects
3700	CIP		Public Art CIP
4103	NDD		Community Park Improvements
4104	NDD		Neighborhood Park Improvements
4201	NDD		Fire Impact Fees
4301	NDD		West Dublin Transportation Impact Fee
4302	NDD		East Dublin Transportation Impact Fee
4306	NDD		Tri-Valley Transportation Fee
5102	NDD		CFD 2015-1 Improv. Area 1
5171	NDD		CERBT (OPEB) Trust
5301	PWD		Fallon Village GHAD
5302	PWD		Schaefer Ranch GHAD
5321	PWD		Fallon Crossing
5990	NDD		Customer Service Committee
6105	NDD		Vehicles Replacement
6205	NDD		Facilities Replacement
6305	NDD		Equipment Replacement
6605	CMO		Information Systems Fund
6901	NDD		Retiree Health
			Other

9. Cost Allocation Plan

The following points highlight the information included for each Central Service department for the Citywide Cost Allocation Plan:

- **Departmental Narrative:** This describes the overall services provided by each Central Service department, the different functions associated with the department, as well as the allocation bases used to allocate costs to Receiving departments.
- **Costs to be Allocated:** This details the total functional cost associated with a department, as well as any cost adjustments, and incoming costs from other Central Service departments.
- **Departmental Expense Detail**: This provides a detailed breakout of the expenditures associated with each Central Service department (including personnel and non-personnel expenses), any cost adjustments, disallowed costs, incoming costs, and any unallocated costs.
- **Allocation Detail**: This details the allocation metric(s) used to determine the percentage of support and ultimate cost allocated to Receiving departments; and accounts for any direct bills for services paid for by departments to the particular Central Service department.
- **Allocation Summary:** This summarizes the total costs allocated to departments by Central Service functional areas.

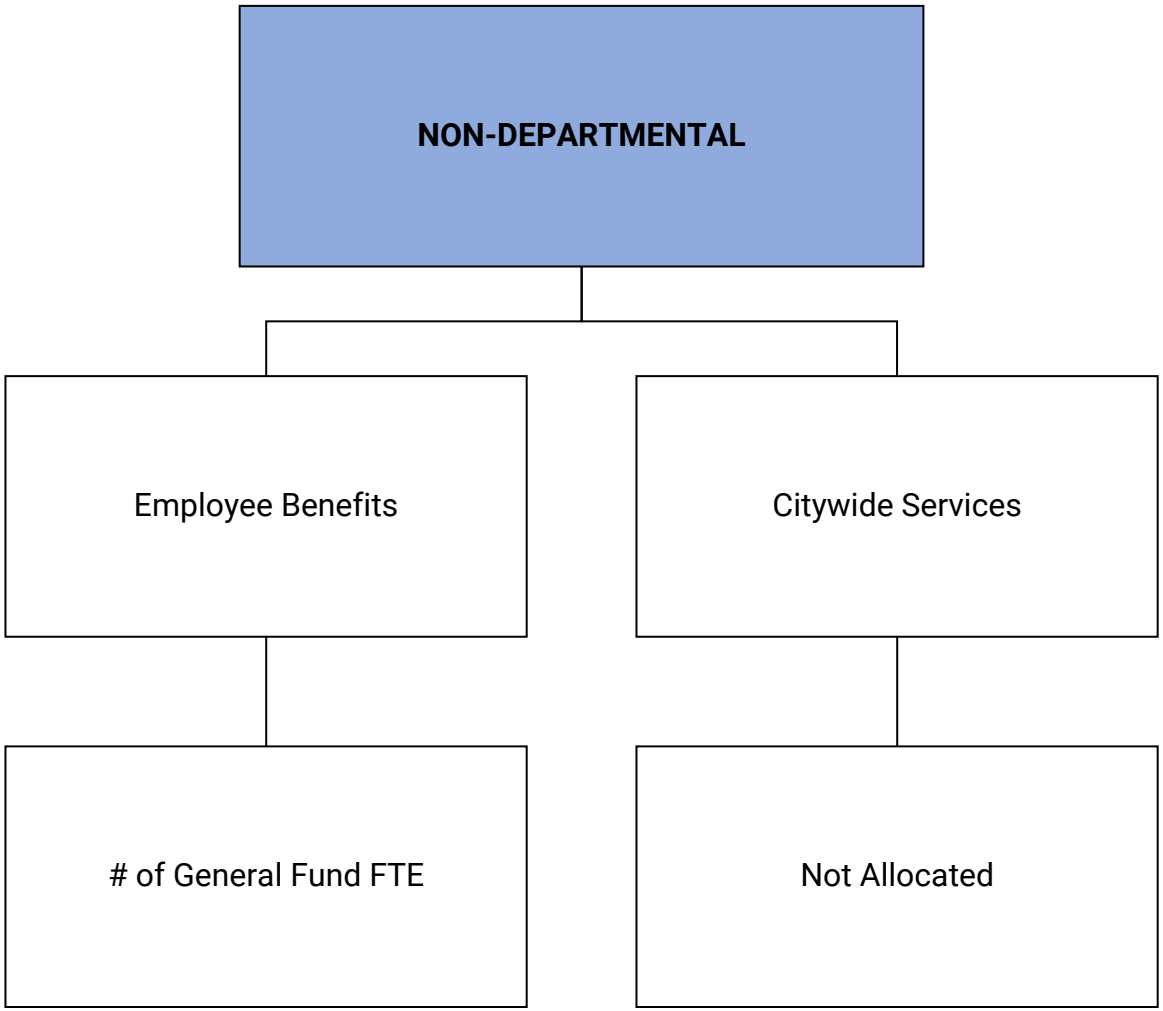
The following pages provide the detailed information outline above for each Central Service department.

1 Non-Departmental

Non-Departmental was created to distribute costs incurred by the General Fund that are not relatable to a specific department or sub-program. The costs for Non-Departmental are allocated to Receiving Departments as follows

- **Employee Benefits –** represents costs associated with various benefits offered to City employees; including, additional UAAL PERS, commute alternative, and replacement plan benefits. These costs have been allocated based on the number of general fund full-time employees (FTE).
- **Citywide Services –** represents costs associated with general processing fees, contracted services, contingencies, interest and principal payments, and transfers out. Since this function is not in direct support of a City department the costs are not further allocated through the cost plan.

The chart on the following page illustrates the functions and measures used to allocate Non-Departmental's costs. The top tier shows the Central Service department, the second tier shows the functions developed, and the third tier shows the measures used to allocate costs citywide. The pages following the chart provide an aggregate picture of the department's expenses, a function-by-function breakdown of expenses, each function's allocation, and an allocation summary.


NON-DEPARTMENTAL
Employee Benefits
Citywide Services
# of General Fund FTE
Not Allocated

COSTS TO BE ALLOCATED

1001-NDD-0010 Non-Departmental

	First Allocation	Second Allocation	Total
Departmental Expenditures	$ 5,515,432		$ 5,515,432
Total Deductions	$ -		$ -
Incoming Costs			
1001-CMO-1100 City Manager		$ 13,594	$ 13,594
1001-ASD-2000 Finance		$ 50,167	$ 50,167
Total Incoming Costs	**$ -**	**$ 63,761**	**$ 63,761**
Transfers Out	$ (2,000,000)		
Total Cost Adjustments	**$ (2,000,000)**		**$ (2,000,000)**
Total Costs to be Allocated	**$ 3,515,432**	**$ 63,761**	**$ 3,579,193**

DEPARTMENTAL EXPENSE DETAIL

1001-NDD-0010 Non-Departmental

Expense Type	Expense ($)	Employee Benefits	Citywide Services
Personnel			
Benefits	$ 1,145,500	$ 1,145,500	$ -
Subtotal Personnel Cost	**$ 1,145,500**	**$ 1,145,500**	**$ -**
Operating Services & Supplies			
Professional & Contract Services	$ 812,582	$ -	$ 812,582
Supplies	$ 500	$ -	$ 500
ISF	$ 15,000	$ -	$ 15,000
Contingency	$ 210,000	$ -	$ 210,000
Interest & Principal Payments	$ 1,331,850	$ -	$ 1,331,850
Transfers Out	$ 2,000,000	$ -	$ 2,000,000
Subtotal Operating Cost	**$ 4,369,932**	**$ -**	**$ 4,369,932**
DEPARTMENTAL EXPENDITURES	**$ 5,515,432**	**$ 1,145,500**	**$ 4,369,932**
Disallowed Costs			
Subtotal Disallowed Costs	**$ -**	**$ -**	**$ -**
Cost Adjustments			
Transfers Out	$ (2,000,000)	$ -	$ (2,000,000)
Subtotal Cost Adjustments	**$ (2,000,000)**	**$ -**	**$ (2,000,000)**
FUNCTIONAL COST	**$ 3,515,432**	**$ 1,145,500**	**$ 2,369,932**
First Allocation			
Incoming - All Others	$ -	$ -	$ -
Reallocate Admin Costs	$ -	$ -	$ -
Unallocated Costs	$ (2,369,932)	$ -	$ (2,369,932)
Subtotal of First Allocation	**$ 1,145,500**	$ 1,145,500	$ -
Second Allocation			
Incoming - All Others	$ 63,761	$ 20,776	$ 42,984
Reallocate Admin Costs	$ -	$ -	$ -
Unallocated Costs	$ (42,984)	$ -	$ (42,984)
Subtotal of Second Allocation	**$ 20,776**	$ 20,776	$ -
TOTAL ALLOCATED	**$ 1,166,276**	**$ 1,166,276**	**$ -**

1001-NDD-0010 Non-Departmental

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Employee Benefits							
1001-CMO-1100 City Manager	5.25	5.630%	$ 64,492		$ 64,492	$ 1,170	$ 65,662
1001-CMO-1200 City Clerk	4.50	4.826%	$ 55,279		$ 55,279	$ 1,003	$ 56,281
1001-CMO-1300 Human Resources	3.50	3.753%	$ 42,995		$ 42,995	$ 780	$ 43,774
1001-CMO-1600 Communications	2.15	2.306%	$ 26,411		$ 26,411	$ 479	$ 26,890
1001-ASD-2000 Finance	7.90	8.472%	$ 97,045		$ 97,045	$ 1,760	$ 98,805
1001-PWD-6000 Public Works Administration	6.20	6.649%	$ 76,162		$ 76,162	$ 1,381	$ 77,543
1001-CMO-1500 Economic Development	2.10	2.252%	$ 25,797		$ 25,797	$ 468	$ 26,265
1001-CMO-1810 Disaster Preparedness	0.75	0.804%	$ 9,213		$ 9,213	$ 167	$ 9,380
1001-PSD-3100 Police Operations Support	4.00	4.290%	$ 49,137		$ 49,137	$ 891	$ 50,028
1001-FSD-3800 Fire Prevention	1.00	1.072%	$ 12,284		$ 12,284	$ 223	$ 12,507
1001-PWD-6100 Engineering	0.75	0.804%	$ 9,213		$ 9,213	$ 167	$ 9,380
1001-PWD-6110 Capital Improvement Program	4.00	4.290%	$ 49,137		$ 49,137	$ 891	$ 50,028
1001-PWD-6120 Development	4.05	4.343%	$ 49,751		$ 49,751	$ 902	$ 50,653
1001-PWD-6130 Transportation	2.75	2.949%	$ 33,782		$ 33,782	$ 613	$ 34,394
1001-PWD-6200 Environment & Sustainability	1.35	1.448%	$ 16,584		$ 16,584	$ 301	$ 16,884
1001-PWD-6231 AVI Franchise Agreement	0.10	0.107%	$ 1,228		$ 1,228	$ 22	$ 1,251
1001-PWD-6300 Maintenance	2.00	2.145%	$ 24,568		$ 24,568	$ 446	$ 25,014
1001-PCS-7000 Parks & Community Services	4.95	5.308%	$ 60,807		$ 60,807	$ 1,103	$ 61,910
1001-PCS-7010 Contracted Classes & Programs	0.35	0.375%	$ 4,299		$ 4,299	$ 78	$ 4,377
1001-PCS-7011 Contracted Fitness & Wellness	0.30	0.322%	$ 3,685		$ 3,685	$ 67	$ 3,752
1001-PCS-7012 Contracted Leisure	0.20	0.214%	$ 2,457		$ 2,457	$ 45	$ 2,501
1001-PCS-7100 Community Events & Festivals	2.15	2.306%	$ 26,411		$ 26,411	$ 479	$ 26,890
1001-PCS-7113 City Presented Performances	0.05	0.054%	$ 614		$ 614	$ 11	$ 625
1001-PCS-7120 Arts Activities Admin	0.70	0.751%	$ 8,599		$ 8,599	$ 156	$ 8,755
1001-PCS-7210 Heritage Ctr Programs Admin	0.50	0.536%	$ 6,142		$ 6,142	$ 111	$ 6,253
1001-PCS-7220 Heritage Ctr Ops Admin	0.45	0.483%	$ 5,528		$ 5,528	$ 100	$ 5,628
1001-PCS-7300 Senior Programs Admin	0.45	0.483%	$ 5,528		$ 5,528	$ 100	$ 5,628
1001-PCS-7301 Senior Program Trips and Tours	0.10	0.107%	$ 1,228		$ 1,228	$ 22	$ 1,251
1001-PCS-7302 Senior Program Activities	0.35	0.375%	$ 4,299		$ 4,299	$ 78	$ 4,377
1001-PCS-7303 Senior Program Lunch Program	0.15	0.161%	$ 1,843		$ 1,843	$ 33	$ 1,876
1001-PCS-7304 Senior Program Special Events	0.25	0.268%	$ 3,071		$ 3,071	$ 56	$ 3,127
1001-PCS-7305 Senior Volunteer Program	0.20	0.214%	$ 2,457		$ 2,457	$ 45	$ 2,501
1001-PCS-7306 Contracted Senior Classes	0.30	0.322%	$ 3,685		$ 3,685	$ 67	$ 3,752
1001-PCS-7310 Senior Ctr Facility Ops Admin	0.40	0.429%	$ 4,914		$ 4,914	$ 89	$ 5,003
1001-PCS-7311 Senior Ctr Rental	0.75	0.804%	$ 9,213		$ 9,213	$ 167	$ 9,380

1001-NDD-0010 Non-Departmental

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7400 Family Programs Admin	0.35	0.375%	$ 4,299		$ 4,299	$ 78	$ 4,377
1001-PCS-7401 After School Recreation	0.30	0.322%	$ 3,685		$ 3,685	$ 67	$ 3,752
1001-PCS-7402 Full Day Camps	0.10	0.107%	$ 1,228		$ 1,228	$ 22	$ 1,251
1001-PCS-7403 Half Day Camps	0.10	0.107%	$ 1,228		$ 1,228	$ 22	$ 1,251
1001-PCS-7404 Student Union	0.35	0.375%	$ 4,299		$ 4,299	$ 78	$ 4,377
1001-PCS-7405 Dublin L.E.A.D	0.10	0.107%	$ 1,228		$ 1,228	$ 22	$ 1,251
1001-PCS-7410 PreSchool Admin	0.45	0.483%	$ 5,528		$ 5,528	$ 100	$ 5,628
1001-PCS-7411 Shannon Preschool	0.20	0.214%	$ 2,457		$ 2,457	$ 45	$ 2,501
1001-PCS-7413 PreSchool Camps	0.10	0.107%	$ 1,228		$ 1,228	$ 22	$ 1,251
1001-PCS-7420 Shannon Ctr Facility Ops	0.15	0.161%	$ 1,843		$ 1,843	$ 33	$ 1,876
1001-PCS-7421 Shannon Ctr Rental	0.30	0.322%	$ 3,685		$ 3,685	$ 67	$ 3,752
1001-PCS-7500 Sports Admin	0.45	0.483%	$ 5,528		$ 5,528	$ 100	$ 5,628
1001-PCS-7501 Adult Sports/Basketball	0.43	0.461%	$ 5,282		$ 5,282	$ 96	$ 5,378
1001-PCS-7502 Adult Sports/Softball	0.43	0.461%	$ 5,282		$ 5,282	$ 96	$ 5,378
1001-PCS-7503 Youth Sports/Basketball	0.30	0.322%	$ 3,685		$ 3,685	$ 67	$ 3,752
1001-PCS-7504 Youth Sports/Tee Ball	0.05	0.054%	$ 614		$ 614	$ 11	$ 625
1001-PCS-7505 Contracted Sports Programs	0.69	0.740%	$ 8,476		$ 8,476	$ 154	$ 8,630
1001-PCS-7510 Other Facility Operations Admin	0.05	0.054%	$ 614		$ 614	$ 11	$ 625
1001-PCS-7511 Stager Gym Rental	0.10	0.107%	$ 1,228		$ 1,228	$ 22	$ 1,251
1001-PCS-7513 Civic Center Rentals	0.20	0.214%	$ 2,457		$ 2,457	$ 45	$ 2,501
1001-PCS-7514 Library Rentals	0.25	0.268%	$ 3,071		$ 3,071	$ 56	$ 3,127
1001-PCS-7515 Parks Rental	1.05	1.126%	$ 12,898		$ 12,898	$ 234	$ 13,132
1001-PCS-7600 Aquatics Program Admin	0.95	1.019%	$ 11,670		$ 11,670	$ 212	$ 11,882
1001-PCS-7601 Recreation Swimming	0.25	0.268%	$ 3,071		$ 3,071	$ 56	$ 3,127
1001-PCS-7602 Competitive Swimming	0.35	0.375%	$ 4,299		$ 4,299	$ 78	$ 4,377
1001-PCS-7603 Fitness Programs	0.40	0.429%	$ 4,914		$ 4,914	$ 89	$ 5,003
1001-PCS-7604 Swim Lessons	0.50	0.536%	$ 6,142		$ 6,142	$ 111	$ 6,253
1001-PCS-7611 Waterpark Operations	1.30	1.394%	$ 15,969		$ 15,969	$ 290	$ 16,259
1001-PCS-7612 Wave Concessions	0.05	0.054%	$ 614		$ 614	$ 11	$ 625
1001-PCS-7620 Wave Facility Admin	0.50	0.536%	$ 6,142		$ 6,142	$ 111	$ 6,253
1001-PCS-7621 Wave Facility Rental	0.35	0.375%	$ 4,299		$ 4,299	$ 78	$ 4,377
1001-CDD-8200 Planning	9.65	10.349%	$ 118,542		$ 118,542	$ 2,150	$ 120,692
1001-CDD-8300 Building & Safety	7.50	8.043%	$ 92,131		$ 92,131	$ 1,671	$ 93,802
Total	**93.25**	**100.000%**	**$ 1,145,500**	**$ -**	**$ 1,145,500**	**$ 20,776**	**$ 1,166,276**

Allocation Basis: **# of GF FTE**

Source of Allocation: **Personnel Report**

ALLOCATION SUMMARY

1001-NDD-0010 Non-Departmental

	Employee Benefits	Total
1001-CMO-1100 City Manager	$ 65,662	$ 65,662
1001-CMO-1200 City Clerk	$ 56,281	$ 56,281
1001-CMO-1300 Human Resources	$ 43,774	$ 43,774
1001-CMO-1600 Communications	$ 26,890	$ 26,890
1001-ASD-2000 Finance	$ 98,805	$ 98,805
1001-PWD-6000 Public Works Administration	$ 77,543	$ 77,543
1001-CMO-1500 Economic Development	$ 26,265	$ 26,265
1001-CMO-1810 Disaster Preparedness	$ 9,380	$ 9,380
1001-PSD-3100 Police Operations Support	$ 50,028	$ 50,028
1001-FSD-3800 Fire Prevention	$ 12,507	$ 12,507
1001-PWD-6100 Engineering	$ 9,380	$ 9,380
1001-PWD-6110 Capital Improvement Program	$ 50,028	$ 50,028
1001-PWD-6120 Development	$ 50,653	$ 50,653
1001-PWD-6130 Transportation	$ 34,394	$ 34,394
1001-PWD-6200 Environment & Sustainability	$ 16,884	$ 16,884
1001-PWD-6231 AVI Franchise Agreement	$ 1,251	$ 1,251
1001-PWD-6300 Maintenance	$ 25,014	$ 25,014
1001-PCS-7000 Parks & Community Services	$ 61,910	$ 61,910
1001-PCS-7010 Contracted Classes & Programs	$ 4,377	$ 4,377
1001-PCS-7011 Contracted Fitness & Wellness	$ 3,752	$ 3,752
1001-PCS-7012 Contracted Leisure	$ 2,501	$ 2,501
1001-PCS-7100 Community Events & Festivals	$ 26,890	$ 26,890
1001-PCS-7113 City Presented Performances	$ 625	$ 625
1001-PCS-7120 Arts Activities Admin	$ 8,755	$ 8,755
1001-PCS-7210 Heritage Ctr Programs Admin	$ 6,253	$ 6,253
1001-PCS-7220 Heritage Ctr Ops Admin	$ 5,628	$ 5,628
1001-PCS-7300 Senior Programs Admin	$ 5,628	$ 5,628
1001-PCS-7301 Senior Program Trips and Tours	$ 1,251	$ 1,251
1001-PCS-7302 Senior Program Activities	$ 4,377	$ 4,377
1001-PCS-7303 Senior Program Lunch Program	$ 1,876	$ 1,876
1001-PCS-7304 Senior Program Special Events	$ 3,127	$ 3,127

ALLOCATION SUMMARY

1001-NDD-0010 Non-Departmental

	Employee Benefits	Total
1001-PCS-7305 Senior Volunteer Program	$ 2,501	$ 2,501
1001-PCS-7306 Contracted Senior Classes	$ 3,752	$ 3,752
1001-PCS-7310 Senior Ctr Facility Ops Admin	$ 5,003	$ 5,003
1001-PCS-7311 Senior Ctr Rental	$ 9,380	$ 9,380
1001-PCS-7400 Family Programs Admin	$ 4,377	$ 4,377
1001-PCS-7401 After School Recreation	$ 3,752	$ 3,752
1001-PCS-7402 Full Day Camps	$ 1,251	$ 1,251
1001-PCS-7403 Half Day Camps	$ 1,251	$ 1,251
1001-PCS-7404 Student Union	$ 4,377	$ 4,377
1001-PCS-7405 Dublin L.E.A.D	$ 1,251	$ 1,251
1001-PCS-7410 PreSchool Admin	$ 5,628	$ 5,628
1001-PCS-7411 Shannon Preschool	$ 2,501	$ 2,501
1001-PCS-7413 PreSchool Camps	$ 1,251	$ 1,251
1001-PCS-7420 Shannon Ctr Facility Ops	$ 1,876	$ 1,876
1001-PCS-7421 Shannon Ctr Rental	$ 3,752	$ 3,752
1001-PCS-7500 Sports Admin	$ 5,628	$ 5,628
1001-PCS-7501 Adult Sports/Basketball	$ 5,378	$ 5,378
1001-PCS-7502 Adult Sports/Softball	$ 5,378	$ 5,378
1001-PCS-7503 Youth Sports/Basketball	$ 3,752	$ 3,752
1001-PCS-7504 Youth Sports/Tee Ball	$ 625	$ 625
1001-PCS-7505 Contracted Sports Programs	$ 8,630	$ 8,630
1001-PCS-7510 Other Facility Operations Admin	$ 625	$ 625
1001-PCS-7511 Stager Gym Rental	$ 1,251	$ 1,251
1001-PCS-7513 Civic Center Rentals	$ 2,501	$ 2,501
1001-PCS-7514 Library Rentals	$ 3,127	$ 3,127
1001-PCS-7515 Parks Rental	$ 13,132	$ 13,132
1001-PCS-7600 Aquatics Program Admin	$ 11,882	$ 11,882
1001-PCS-7601 Recreation Swimming	$ 3,127	$ 3,127
1001-PCS-7602 Competitive Swimming	$ 4,377	$ 4,377
1001-PCS-7603 Fitness Programs	$ 5,003	$ 5,003
1001-PCS-7604 Swim Lessons	$ 6,253	$ 6,253
1001-PCS-7611 Waterpark Operations	$ 16,259	$ 16,259

ALLOCATION SUMMARY

1001-NDD-0010 Non-Departmental

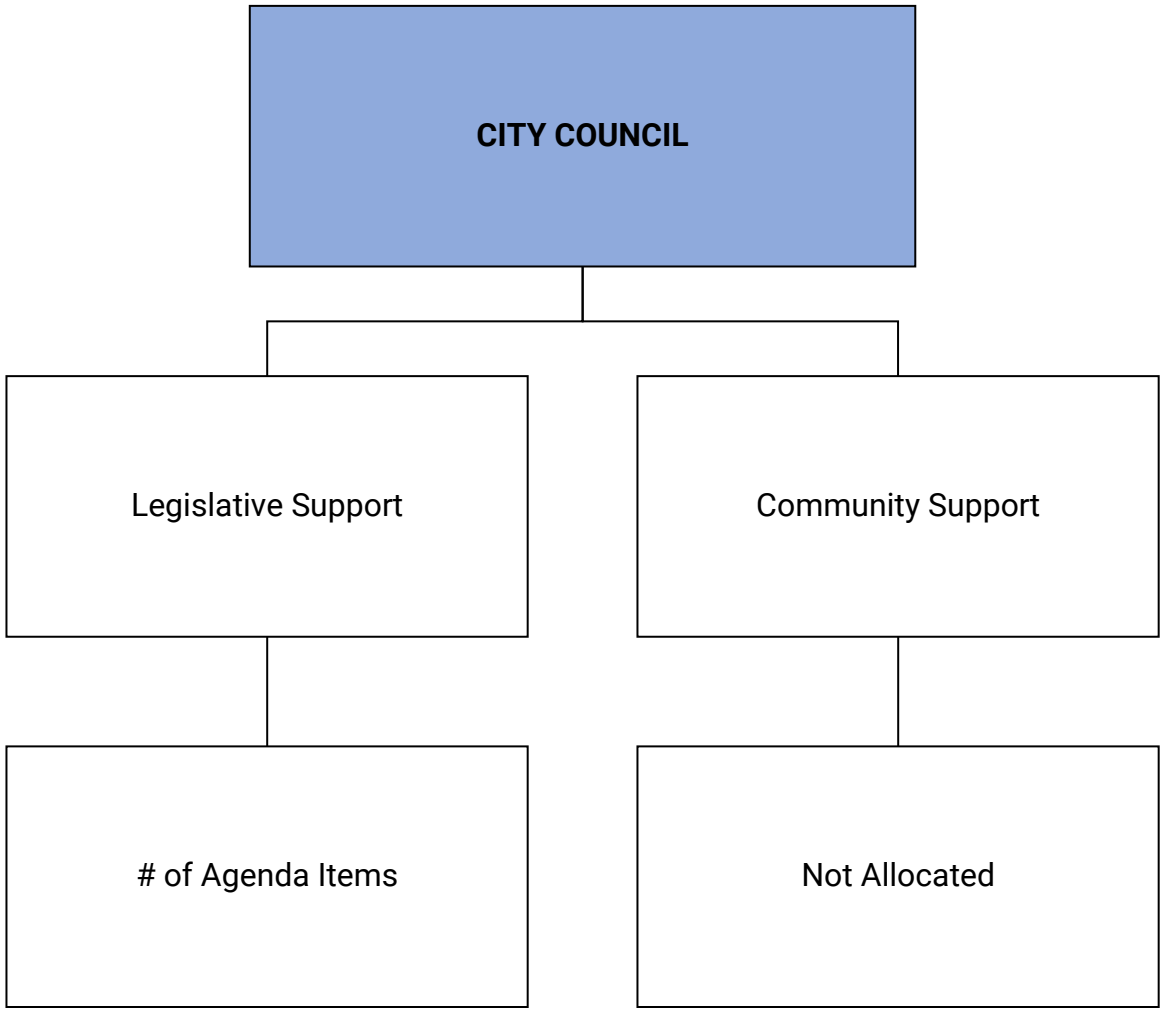
	Employee Benefits	Total
1001-PCS-7612 Wave Concessions	$ 625	$ 625
1001-PCS-7620 Wave Facility Admin	$ 6,253	$ 6,253
1001-PCS-7621 Wave Facility Rental	$ 4,377	$ 4,377
1001-CDD-8200 Planning	$ 120,692	$ 120,692
1001-CDD-8300 Building & Safety	$ 93,802	$ 93,802
Total	**$ 1,166,276**	**$ 1,166,276**

2 City Council

The City Council acts as the governing body for the City of Dublin, as such they are responsible for enacting municipal legislation, approving appointed City staff and contracts, authorizing use of funds, adopting policies, etc. The costs for City Council are allocated to Receiving Departments as follows

- **Legislative Support –** represents costs associated with administering the City's legislative decisions. These costs have been allocated based on the number of agenda items per fund and department.
- **Community Support –** represents costs associated with hosting and attending community events and other public engagements. Since this function is not in direct support of a City department, the costs are not further allocated through the cost plan.

The chart on the following page illustrates the functions and measures used to allocate City Council's costs. The top tier shows the Central Service department, the second tier shows the functions developed, and the third tier shows the measures used to allocate costs citywide. The pages following the chart provide an aggregate picture of the department's expenses, a function-by-function breakdown of expenses, each function's allocation, and an allocation summary.


CITY COUNCIL
Legislative Support
Community Support
# of Agenda Items
Not Allocated

COSTS TO BE ALLOCATED

1001-CCO-1000 City Council

	First Allocation	Second Allocation	Total
Departmental Expenditures	$ 644,552		$ 644,552
Total Deductions	$ -		$ -
Incoming Costs			
1001-CCO-1000 City Council		$ 6,033	$ 6,033
1001-CMO-1100 City Manager		$ 3,919	$ 3,919
1001-CMO-1200 City Clerk		$ 4,773	$ 4,773
1001-CMO-1310 Risk Management		$ 23,592	$ 23,592
1001-CAO-1900 City Attorney		$ 88,025	$ 88,025
1001-ASD-2000 Finance		$ 24,096	$ 24,096
Total Incoming Costs	**$ -**	**$ 150,438**	**$ 150,438**
Total Cost Adjustments	**$ -**		**$ -**
Total Costs to be Allocated	**$ 644,552**	**$ 150,438**	**$ 794,990**

DEPARTMENTAL EXPENSE DETAIL

1001-CCO-1000 City Council

Expense Type	Expense ($)	Legislative Support	Community Support
Personnel			
Salary	$ 106,752	$ 106,752	$ -
Benefits	$ 123,654	$ 123,654	$ -
Subtotal Personnel Cost	**$ 230,406**	**$ 230,406**	**$ -**
Operating Services & Supplies			
Professional & Contract Services	$ 166,749	$ -	$ 166,749
Supplies	$ 167,363	$ 124,863	$ 42,500
ISF	$ 62,034	$ 62,034	$ -
Legal Notices	$ 3,000	$ 3,000	$ -
Grant / Contributions	$ 15,000	$ -	$ 15,000
Subtotal Operating Cost	**$ 414,146**	**$ 189,897**	**$ 224,249**
DEPARTMENTAL EXPENDITURES	**$ 644,552**	**$ 420,303**	**$ 224,249**
Disallowed Costs			
Subtotal Disallowed Costs	**$ -**	**$ -**	**$ -**
Cost Adjustments			
Subtotal Cost Adjustments	**$ -**	**$ -**	**$ -**
FUNCTIONAL COST	**$ 644,552**	**$ 420,303**	**$ 224,249**
First Allocation			
Incoming - All Others	$ -	$ -	$ -
Reallocate Admin Costs	$ -	$ -	$ -
Unallocated Costs	$ (224,249)	$ -	$ (224,249)
Subtotal of First Allocation	**$ 420,303**	**$ 420,303**	**$ -**
Second Allocation			
Incoming - All Others	$ 150,438	$ 98,099	$ 52,340
Reallocate Admin Costs	$ -	$ -	$ -
Unallocated Costs	$ (52,340)	$ -	$ (52,340)
Subtotal of Second Allocation	**$ 98,099**	**$ 98,099**	**$ -**
TOTAL ALLOCATED	**$ 518,402**	**$ 518,402**	**$ -**

1001-CCO-1000 City Council

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Legislative Support							
1001-CCO-1000 City Council	3.00	1.435%	$ 6,033		$ 6,033		$ 6,033
1001-CMO-1100 City Manager	6.00	2.871%	$ 12,066		$ 12,066	$ 2,857	$ 14,923
1001-CMO-1300 Human Resources	5.00	2.392%	$ 10,055		$ 10,055	$ 2,381	$ 12,436
1001-CMO-1600 Communications	2.00	0.957%	$ 4,022		$ 4,022	$ 952	$ 4,974
1001-ASD-2000 Finance	13.00	6.220%	$ 26,143		$ 26,143	$ 6,191	$ 32,334
1001-PWD-6000 Public Works Administration	8.00	3.828%	$ 16,088		$ 16,088	$ 3,810	$ 19,898
1001-CMO-1210 Elections	1.00	0.478%	$ 2,011		$ 2,011	$ 476	$ 2,487
1001-CMO-1500 Economic Development	7.00	3.349%	$ 14,077		$ 14,077	$ 3,333	$ 17,411
1001-CMO-1810 Disaster Preparedness	2.00	0.957%	$ 4,022		$ 4,022	$ 952	$ 4,974
1001-CMO-1830 Community TV	2.00	0.957%	$ 4,022		$ 4,022	$ 952	$ 4,974
1001-PSD-3000 Police Admin / Support Services	10.00	4.785%	$ 20,110		$ 20,110	$ 4,762	$ 24,872
1001-FSD-3700 Fire Administration	3.00	1.435%	$ 6,033		$ 6,033	$ 1,429	$ 7,462
1001-PWD-6100 Engineering	10.00	4.785%	$ 20,110		$ 20,110	$ 4,762	$ 24,872
1001-PWD-6130 Transportation	10.00	4.785%	$ 20,110		$ 20,110	$ 4,762	$ 24,872
1001-PWD-6200 Environment & Sustainability	3.00	1.435%	$ 6,033		$ 6,033	$ 1,429	$ 7,462
1001-PWD-6337 Traffic Signals	1.00	0.478%	$ 2,011		$ 2,011	$ 476	$ 2,487
1001-PCS-7000 Parks & Community Services	11.00	5.263%	$ 22,121		$ 22,121	$ 5,238	$ 27,359
1001-PCS-7010 Contracted Classes & Programs	3.00	1.435%	$ 6,033		$ 6,033	$ 1,429	$ 7,462
1001-PCS-7300 Senior Programs Admin	1.00	0.478%	$ 2,011		$ 2,011	$ 476	$ 2,487
1001-PCS-7421 Shannon Ctr Rental	1.00	0.478%	$ 2,011		$ 2,011	$ 476	$ 2,487
1001-PCS-7500 Sports Admin	2.00	0.957%	$ 4,022		$ 4,022	$ 952	$ 4,974
1001-PCS-7513 Civic Center Rentals	1.00	0.478%	$ 2,011		$ 2,011	$ 476	$ 2,487
1001-PCS-7600 Aquatics Program Admin	2.00	0.957%	$ 4,022		$ 4,022	$ 952	$ 4,974
1001-PCS-7620 Wave Facility Admin	1.00	0.478%	$ 2,011		$ 2,011	$ 476	$ 2,487
1001-CDD-8200 Planning	18.00	8.612%	$ 36,198		$ 36,198	$ 8,572	$ 44,770
1001-CDD-8300 Building & Safety	3.00	1.435%	$ 6,033		$ 6,033	$ 1,429	$ 7,462
2801-PCS- Public Art Fund	6.00	2.871%	$ 12,066		$ 12,066	$ 2,857	$ 14,923
2901-CDD- Affordable Housing	3.00	1.435%	$ 6,033		$ 6,033	$ 1,429	$ 7,462
2903-NDD- Community Development Block Grant	2.00	0.957%	$ 4,022		$ 4,022	$ 952	$ 4,974
2907-CMO- American Rescue Plan Act (ARPA)	3.00	1.435%	$ 6,033		$ 6,033	$ 1,429	$ 7,462
3300-CIP- General Improvement CIP Projects	4.00	1.914%	$ 8,044		$ 8,044	$ 1,905	$ 9,949
3500-CIP- Parks CIP Projects	6.00	2.871%	$ 12,066		$ 12,066	$ 2,857	$ 14,923

1001-CCO-1000 City Council

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
3600-CIP- Streets CIP Projects	2.00	0.957%	$ 4,022		$ 4,022	$ 952	$ 4,974
5301-PWD- Fallon Village GHAD	5.50	2.632%	$ 11,061		$ 11,061	$ 2,619	$ 13,680
5302-PWD- Schaefer Ranch GHAD	5.50	2.632%	$ 11,061		$ 11,061	$ 2,619	$ 13,680
-- Other	43.00	20.574%	$ 86,474		$ 86,474	$ 20,477	$ 106,951
Total	**209.00**	**100.000%**	**$ 420,303**	**$ -**	**$ 420,303**	**$ 98,099**	**$ 518,402**

Allocation Basis: **# of Agenda Items**

Source of Allocation: **Agenda Report**

ALLOCATION SUMMARY

1001-CCO-1000 City Council

	Legislative Support	Total
1001-CCO-1000 City Council	$ 6,033	$ 6,033
1001-CMO-1100 City Manager	$ 14,923	$ 14,923
1001-CMO-1300 Human Resources	$ 12,436	$ 12,436
1001-CMO-1600 Communications	$ 4,974	$ 4,974
1001-ASD-2000 Finance	$ 32,334	$ 32,334
1001-PWD-6000 Public Works Administration	$ 19,898	$ 19,898
1001-CMO-1210 Elections	$ 2,487	$ 2,487
1001-CMO-1500 Economic Development	$ 17,411	$ 17,411
1001-CMO-1810 Disaster Preparedness	$ 4,974	$ 4,974
1001-CMO-1830 Community TV	$ 4,974	$ 4,974
1001-PSD-3000 Police Admin / Support Services	$ 24,872	$ 24,872
1001-FSD-3700 Fire Administration	$ 7,462	$ 7,462
1001-PWD-6100 Engineering	$ 24,872	$ 24,872
1001-PWD-6130 Transportation	$ 24,872	$ 24,872
1001-PWD-6200 Environment & Sustainability	$ 7,462	$ 7,462
1001-PWD-6337 Traffic Signals	$ 2,487	$ 2,487
1001-PCS-7000 Parks & Community Services	$ 27,359	$ 27,359
1001-PCS-7010 Contracted Classes & Programs	$ 7,462	$ 7,462
1001-PCS-7300 Senior Programs Admin	$ 2,487	$ 2,487
1001-PCS-7421 Shannon Ctr Rental	$ 2,487	$ 2,487
1001-PCS-7500 Sports Admin	$ 4,974	$ 4,974
1001-PCS-7513 Civic Center Rentals	$ 2,487	$ 2,487
1001-PCS-7600 Aquatics Program Admin	$ 4,974	$ 4,974
1001-PCS-7620 Wave Facility Admin	$ 2,487	$ 2,487
1001-CDD-8200 Planning	$ 44,770	$ 44,770
1001-CDD-8300 Building & Safety	$ 7,462	$ 7,462
2801-PCS- Public Art Fund	$ 14,923	$ 14,923
2901-CDD- Affordable Housing	$ 7,462	$ 7,462
2903-NDD- Community Development Block Grant	$ 4,974	$ 4,974
2907-CMO- American Rescue Plan Act (ARPA)	$ 7,462	$ 7,462
3300-CIP- General Improvement CIP Projects	$ 9,949	$ 9,949

ALLOCATION SUMMARY

1001-CCO-1000 City Council

	Legislative Support	Total
3500-CIP- Parks CIP Projects	$ 14,923	$ 14,923
3600-CIP- Streets CIP Projects	$ 4,974	$ 4,974
5301-PWD- Fallon Village GHAD	$ 13,680	$ 13,680
5302-PWD- Schaefer Ranch GHAD	$ 13,680	$ 13,680
-- Other	$ 106,951	$ 106,951
Total	**$ 518,402**	**$ 518,402**

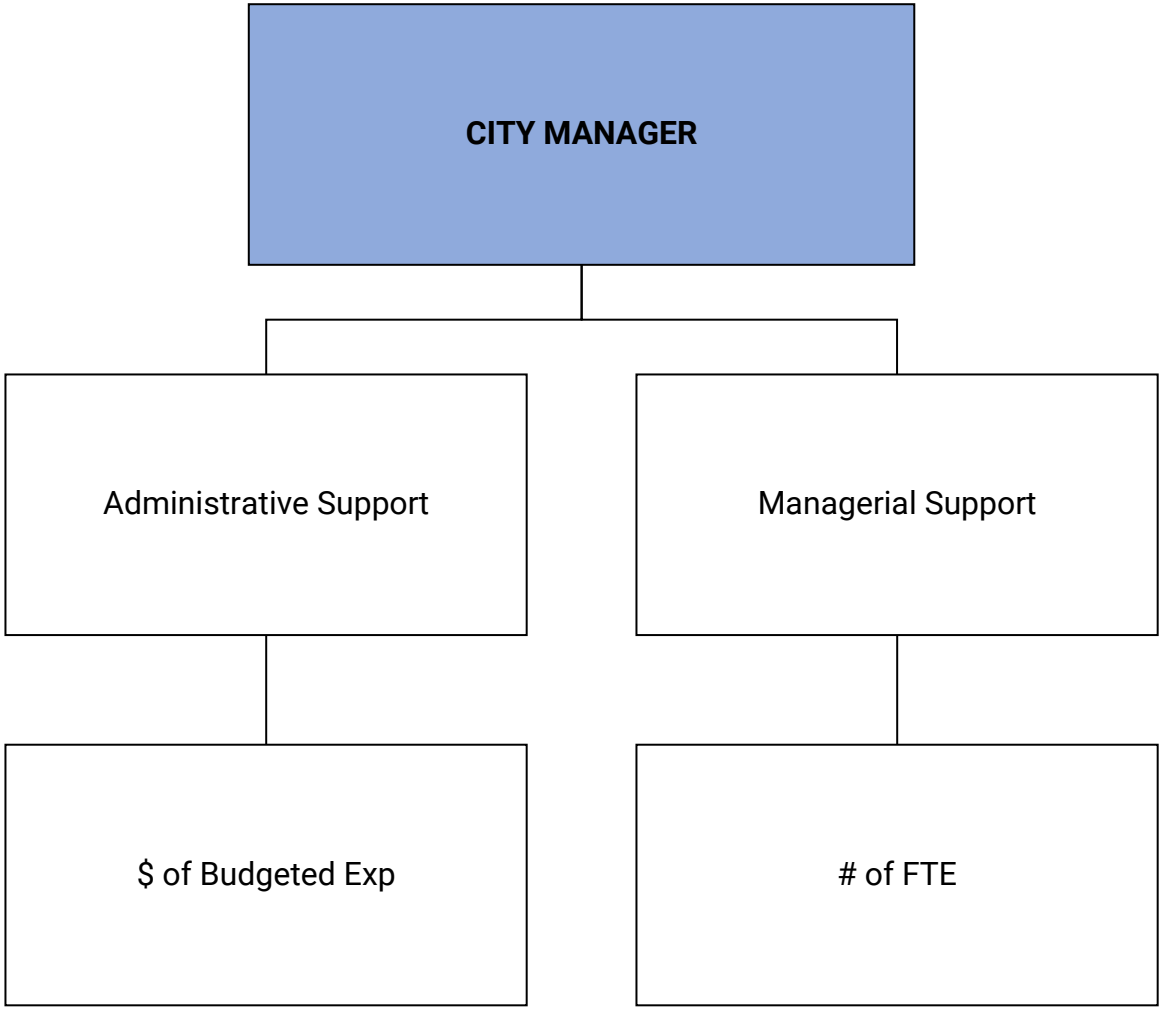
3 City Manager

The City Manager's Office is responsible for overseeing the implementation of City Council directives and for providing general oversight to all City departments and staff. The cost for the City Manager's Office is allocated to Receiving Departments as follows

- **Administrative Support –** represents costs associated with general administrative support provided to all City Departments. These costs have been allocated based on the dollar value of budgeted expenditures per fund and department[1].
- **Managerial Support –** represents costs associated with general managerial support provided to all City staff. These costs have been allocated based on the number of full-time employees (FTE) per fund and department.

The chart on the following page illustrates the functions and measures used to allocate the City Manager Office's costs. The top tier shows the Central Service department, the second tier shows the functions developed, and the third tier shows the measures used to allocate costs citywide. The pages following the chart provide an aggregate picture of the department's expenses, a function-by-function breakdown of expenses, each function's allocation, and an allocation summary.

[1] Large one-time expenditures (i.e., taxes, transfers, interest, etc.) were excluded as the large dollar amount does not accurately represent time spent in support of the associated department.


CITY MANAGER
Administrative Support
Managerial Support
$ of Budgeted Exp
# of FTE

COSTS TO BE ALLOCATED

1001-CMO-1100 City Manager

	First Allocation	Second Allocation	Total
Departmental Expenditures	$ 1,787,174		$ 1,787,174
Total Deductions	$ -		$ -
Incoming Costs			
1001-NDD-0010 Non-Departmental	$ 64,492	$ 1,170	$ 65,662
1001-CCO-1000 City Council	$ 12,066	$ 2,857	$ 14,923
1001-CMO-1100 City Manager		$ 57,699	$ 57,699
1001-CMO-1200 City Clerk		$ 24,106	$ 24,106
1001-CMO-1300 Human Resources		$ 56,677	$ 56,677
1001-CMO-1310 Risk Management		$ 68,484	$ 68,484
1001-CMO-1600 Communications		$ 21,109	$ 21,109
1001-CAO-1900 City Attorney		$ 24,157	$ 24,157
1001-ASD-2000 Finance		$ 65,442	$ 65,442
1001-PWD-6311 City Hall		$ 49,830	$ 49,830
Total Incoming Costs	**$ 76,558**	**$ 371,531**	**$ 448,089**
Total Cost Adjustments	**$ -**		**$ -**
Total Costs to be Allocated	**$ 1,863,733**	**$ 371,531**	**$ 2,235,264**

DEPARTMENTAL EXPENSE DETAIL

1001-CMO-1100 City Manager

Expense Type	Expense ($)	Administrative Support	Managerial Support
Personnel			
Salary	$ 1,036,183	$ 518,092	$ 518,092
Benefits	$ 369,233	$ 184,617	$ 184,617
Subtotal Personnel Cost	**$ 1,405,416**	**$ 702,708**	**$ 702,708**
Operating Services & Supplies			
Professional & Contract Services	$ 10,000	$ 5,000	$ 5,000
Supplies	$ 45,770	$ 22,885	$ 22,885
ISF	$ 319,264	$ 159,632	$ 159,632
Furniture & Equipment	$ 6,724	$ 3,362	$ 3,362
Subtotal Operating Cost	**$ 381,758**	**$ 190,879**	**$ 190,879**
DEPARTMENTAL EXPENDITURES	**$ 1,787,174**	**$ 893,587**	**$ 893,587**
Disallowed Costs			
Subtotal Disallowed Costs	**$ -**	**$ -**	**$ -**
Cost Adjustments			
Subtotal Cost Adjustments	**$ -**	**$ -**	**$ -**
FUNCTIONAL COST	**$ 1,787,174**	**$ 893,587**	**$ 893,587**
First Allocation			
Incoming - All Others	$ 76,558	$ 38,279	$ 38,279
Reallocate Admin Costs	$ -	$ -	$ -
Unallocated Costs	$ -	$ -	$ -
Subtotal of First Allocation	**$ 1,863,733**	**$ 931,866**	**$ 931,866**
Second Allocation			
Incoming - All Others	$ 371,531	$ 185,766	$ 185,766
Reallocate Admin Costs	$ -	$ -	$ -
Unallocated Costs	$ -	$ -	$ -
Subtotal of Second Allocation	**$ 371,531**	**$ 185,766**	**$ 185,766**
TOTAL ALLOCATED	**$ 2,235,264**	**$ 1,117,632**	**$ 1,117,632**

1001-CMO-1100 City Manager

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Administrative Support							
1001-NDD-0010 Non-Departmental	2,183,582.43	1.459%	$ 13,594		$ 13,594		$ 13,594
1001-CCO-1000 City Council	629,551.50	0.421%	$ 3,919		$ 3,919		$ 3,919
1001-CMO-1100 City Manager	1,783,774.44	1.192%	$ 11,105		$ 11,105		$ 11,105
1001-CMO-1200 City Clerk	860,534.95	0.575%	$ 5,357		$ 5,357	$ 1,102	$ 6,459
1001-CMO-1300 Human Resources	1,242,096.47	0.830%	$ 7,733		$ 7,733	$ 1,590	$ 9,323
1001-CMO-1600 Communications	619,140.00	0.414%	$ 3,855		$ 3,855	$ 793	$ 4,647
1001-CAO-1900 City Attorney	739,414.58	0.494%	$ 4,603		$ 4,603	$ 947	$ 5,550
1001-ASD-2000 Finance	2,672,680.04	1.786%	$ 16,639		$ 16,639	$ 3,422	$ 20,061
1001-PWD-6000 Public Works Administration	1,882,030.57	1.257%	$ 11,717		$ 11,717	$ 2,410	$ 14,127
1001-PWD-6311 City Hall	890,253.98	0.595%	$ 5,542		$ 5,542	$ 1,140	$ 6,682
1001-NDD-0110 Human Services	54,274.38	0.036%	$ 338		$ 338	$ 69	$ 407
1001-NDD-0120 Library Services	671,349.00	0.449%	$ 4,180		$ 4,180	$ 860	$ 5,039
1001-NDD-0130 Dougherty Reg Fire Auth	566,942.00	0.379%	$ 3,530		$ 3,530	$ 726	$ 4,256
1001-CMO-1210 Elections	217,170.00	0.145%	$ 1,352		$ 1,352	$ 278	$ 1,630
1001-CMO-1500 Economic Development	975,532.00	0.652%	$ 6,073		$ 6,073	$ 1,249	$ 7,322
1001-CMO-1810 Disaster Preparedness	325,428.00	0.217%	$ 2,026		$ 2,026	$ 417	$ 2,443
1001-CMO-1820 Animal Control	401,297.73	0.268%	$ 2,498		$ 2,498	$ 514	$ 3,012
1001-CMO-1830 Community TV	136,127.00	0.091%	$ 847		$ 847	$ 174	$ 1,022
1001-PSD-3000 Police Admin / Support Services	3,333,363.00	2.227%	$ 20,753		$ 20,753	$ 4,268	$ 25,021
1001-PSD-3010 Patrol	11,909,059.00	7.956%	$ 74,142		$ 74,142	$ 15,248	$ 89,391
1001-PSD-3020 Traffic	1,836,029.00	1.227%	$ 11,431		$ 11,431	$ 2,351	$ 13,781
1001-PSD-3030 Investigations	3,930,325.00	2.626%	$ 24,469		$ 24,469	$ 5,032	$ 29,501
1001-PSD-3040 Crime Prevention	1,349,327.00	0.901%	$ 8,401		$ 8,401	$ 1,728	$ 10,128
1001-PSD-3041 School Resource Svcs	726,820.00	0.486%	$ 4,525		$ 4,525	$ 931	$ 5,456
1001-PSD-3050 Communications / Dispatch	1,751,000.00	1.170%	$ 10,901		$ 10,901	$ 2,242	$ 13,143
1001-PSD-3100 Police Operations Support	2,799,362.44	1.870%	$ 17,428		$ 17,428	$ 3,584	$ 21,012
1001-PSD-3140 Crime Prevention	43,095.00	0.029%	$ 268		$ 268	$ 55	$ 323
1001-PSD-3510 Crossing Guards	307,732.48	0.206%	$ 1,916		$ 1,916	$ 394	$ 2,310
1001-FSD-3700 Fire Administration	16,313,430.00	10.899%	$ 101,563		$ 101,563	$ 20,888	$ 122,451
1001-FSD-3800 Fire Prevention	546,113.00	0.365%	$ 3,400		$ 3,400	$ 699	$ 4,099
1001-PWD-6005 Insurance Claims	243,944.05	0.163%	$ 1,519		$ 1,519	$ 312	$ 1,831
1001-PWD-6010	150,000.00	0.100%	$ 934		$ 934	$ 192	$ 1,126
1001-PWD-6100 Engineering	206,582.56	0.138%	$ 1,286		$ 1,286	$ 265	$ 1,551

1001-CMO-1100 City Manager

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PWD-6110 Capital Improvement Program	632,805.00	0.423%	$ 3,940		$ 3,940	$ 810	$ 4,750
1001-PWD-6120 Development	1,043,095.06	0.697%	$ 6,494		$ 6,494	$ 1,336	$ 7,830
1001-PWD-6130 Transportation	575,450.27	0.384%	$ 3,583		$ 3,583	$ 737	$ 4,319
1001-PWD-6200 Environment & Sustainability	292,000.00	0.195%	$ 1,818		$ 1,818	$ 374	$ 2,192
1001-PWD-6210 Climate Action Plan	1,000.00	0.001%	$ 6		$ 6	$ 1	$ 8
1001-PWD-6220 Public Outreach & Events	500.00	0.000%	$ 3		$ 3	$ 1	$ 4
1001-PWD-6230 Solid Waste Programs	100,000.00	0.067%	$ 623		$ 623	$ 128	$ 751
1001-PWD-6231 AVI Franchise Agreement	28,248.00	0.019%	$ 176		$ 176	$ 36	$ 212
1001-PWD-6240 Stormwater Programs	532,049.49	0.355%	$ 3,312		$ 3,312	$ 681	$ 3,994
1001-PWD-6300 Maintenance	1,453,095.66	0.971%	$ 9,047		$ 9,047	$ 1,861	$ 10,907
1001-PWD-6312 Cultural Arts Center	64,400.00	0.043%	$ 401		$ 401	$ 82	$ 483
1001-PWD-6313 Heritage Museums	151,254.47	0.101%	$ 942		$ 942	$ 194	$ 1,135
1001-PWD-6314 Maintenance Corp Yard	144,234.07	0.096%	$ 898		$ 898	$ 185	$ 1,083
1001-PWD-6315 Senior Center	226,967.42	0.152%	$ 1,413		$ 1,413	$ 291	$ 1,704
1001-PWD-6316 Shannon Community Center	269,229.57	0.180%	$ 1,676		$ 1,676	$ 345	$ 2,021
1001-PWD-6317 The Wave	865,560.00	0.578%	$ 5,389		$ 5,389	$ 1,108	$ 6,497
1001-PWD-6320 Parks	144,761.33	0.097%	$ 901		$ 901	$ 185	$ 1,087
1001-PWD-6321 Community/Sports Parks	2,989,803.00	1.997%	$ 18,614		$ 18,614	$ 3,828	$ 22,442
1001-PWD-6322 Historic/Nature Parks	145,120.75	0.097%	$ 903		$ 903	$ 186	$ 1,089
1001-PWD-6323 Neighborhood Parks	1,196,652.00	0.799%	$ 7,450		$ 7,450	$ 1,532	$ 8,982
1001-PWD-6330 Streets	69,574.40	0.046%	$ 433		$ 433	$ 89	$ 522
1001-PWD-6331 Bridges	52,500.00	0.035%	$ 327		$ 327	$ 67	$ 394
1001-PWD-6332 Landscaping	1,079,727.00	0.721%	$ 6,722		$ 6,722	$ 1,382	$ 8,105
1001-PWD-6334 Sidewalks	250,000.00	0.167%	$ 1,556		$ 1,556	$ 320	$ 1,877
1001-PWD-6336 Streetlights	21,520.00	0.014%	$ 134		$ 134	$ 28	$ 162
1001-PWD-6337 Traffic Signals	174,045.00	0.116%	$ 1,084		$ 1,084	$ 223	$ 1,306
1001-PWD-6338 Street Tree Maintenance	377,350.00	0.252%	$ 2,349		$ 2,349	$ 483	$ 2,832
1001-PWD-6339 Signs	86,350.00	0.058%	$ 538		$ 538	$ 111	$ 648
1001-PWD-6341 Street Sweeping	410,000.00	0.274%	$ 2,553		$ 2,553	$ 525	$ 3,078
1001-PWD-6342 City Vehicles	86,000.00	0.057%	$ 535		$ 535	$ 110	$ 646
1001-PWD-6343 Special Events	336,690.00	0.225%	$ 2,096		$ 2,096	$ 431	$ 2,527
1001-PWD-6350 Public Safety Complex	73,553.00	0.049%	$ 458		$ 458	$ 94	$ 552
1001-PWD-6351 Police Services	277,089.10	0.185%	$ 1,725		$ 1,725	$ 355	$ 2,080
1001-PWD-6352 Grounds	26,670.00	0.018%	$ 166		$ 166	$ 34	$ 200
1001-PWD-6358 Fire Administration PSC	81,400.00	0.054%	$ 507		$ 507	$ 104	$ 611
1001-PWD-6360 Fire Station Maint	25,473.00	0.017%	$ 159		$ 159	$ 33	$ 191
1001-PWD-6362 Fire Station 16	91,921.78	0.061%	$ 572		$ 572	$ 118	$ 690

1001-CMO-1100 City Manager

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PWD-6363 Fire Station 17	103,637.98	0.069%	$ 645		$ 645	$ 133	$ 778
1001-PWD-6364 Fire Station 18	99,031.58	0.066%	$ 617		$ 617	$ 127	$ 743
1001-PWD-6365 Fire Vehicle Maintenace Facility	356.00	0.000%	$ 2		$ 2	$ 0	$ 3
1001-PWD-6370 Library	458,049.00	0.306%	$ 2,852		$ 2,852	$ 586	$ 3,438
1001-PWD-6381 DSRSD	120,810.00	0.081%	$ 752		$ 752	$ 155	$ 907
1001-PWD-6382 Camp Parks - Muni Services	823,000.00	0.550%	$ 5,124		$ 5,124	$ 1,054	$ 6,178
1001-PCS-7000 Parks & Community Services	1,713,528.00	1.145%	$ 10,668		$ 10,668	$ 2,194	$ 12,862
1001-PCS-7010 Contracted Classes & Programs	86,696.00	0.058%	$ 540		$ 540	$ 111	$ 651
1001-PCS-7011 Contracted Fitness & Wellness	66,966.00	0.045%	$ 417		$ 417	$ 86	$ 503
1001-PCS-7012 Contracted Leisure	116,654.00	0.078%	$ 726		$ 726	$ 149	$ 876
1001-PCS-7100 Community Events & Festivals	326,047.00	0.218%	$ 2,030		$ 2,030	$ 417	$ 2,447
1001-PCS-7101 St. Patrick's Day Festival	23,934.05	0.016%	$ 149		$ 149	$ 31	$ 180
1001-PCS-7102 Santa Breakfast/Tree Lighting	34,513.06	0.023%	$ 215		$ 215	$ 44	$ 259
1001-PCS-7104 Farmer's Market/Concerts	4,054.28	0.003%	$ 25		$ 25	$ 5	$ 30
1001-PCS-7105 Family Campouts	11,379.00	0.008%	$ 71		$ 71	$ 15	$ 85
1001-PCS-7106 Spring Eggstravaganza	5,333.84	0.004%	$ 33		$ 33	$ 7	$ 40
1001-PCS-7107 Outdoor Movie Nights	9,836.00	0.007%	$ 61		$ 61	$ 13	$ 74
1001-PCS-7108 Ghosts of Dublin/Harvest Fair	7,218.66	0.005%	$ 45		$ 45	$ 9	$ 54
1001-PCS-7109 Floating Pumpkin Patch	2,399.00	0.002%	$ 15		$ 15	$ 3	$ 18
1001-PCS-7111 Community Outreach Events	179,644.15	0.120%	$ 1,118		$ 1,118	$ 230	$ 1,348
1001-PCS-7112 Art Space Grants	153,043.36	0.102%	$ 953		$ 953	$ 196	$ 1,149
1001-PCS-7113 City Presented Performances	46,432.58	0.031%	$ 289		$ 289	$ 59	$ 349
1001-PCS-7114 Park and Facility Dedications	57,156.88	0.038%	$ 356		$ 356	$ 73	$ 429
1001-PCS-7120 Arts Activities Admin	113,733.00	0.076%	$ 708		$ 708	$ 146	$ 854
1001-PCS-7132	1,400.00	0.001%	$ 9		$ 9	$ 2	$ 11
1001-PCS-7133 City Presented Performances	2,926.00	0.002%	$ 18		$ 18	$ 4	$ 22
1001-PCS-7134 Cultrual Art Classes	78,027.00	0.052%	$ 486		$ 486	$ 100	$ 586
1001-PCS-7201 Burials	27,483.00	0.018%	$ 171		$ 171	$ 35	$ 206
1001-PCS-7210 Heritage Ctr Programs Admin	89,166.00	0.060%	$ 555		$ 555	$ 114	$ 669
1001-PCS-7211 Tours & Hands-on History	9,282.00	0.006%	$ 58		$ 58	$ 12	$ 70
1001-PCS-7213 Heritage Exhibit & Collections	65,020.40	0.043%	$ 405		$ 405	$ 83	$ 488
1001-PCS-7220 Heritage Ctr Ops Admin	147,126.15	0.098%	$ 916		$ 916	$ 188	$ 1,104
1001-PCS-7221 Heritage Ctr Rental	15,080.00	0.010%	$ 94		$ 94	$ 19	$ 113
1001-PCS-7300 Senior Programs Admin	87,995.00	0.059%	$ 548		$ 548	$ 113	$ 661
1001-PCS-7301 Senior Program Trips and Tours	41,872.00	0.028%	$ 261		$ 261	$ 54	$ 314
1001-PCS-7302 Senior Program Activities	52,815.00	0.035%	$ 329		$ 329	$ 68	$ 396
1001-PCS-7303 Senior Program Lunch Program	27,551.00	0.018%	$ 172		$ 172	$ 35	$ 207

1001-CMO-1100 City Manager

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7304 Senior Program Special Events	42,216.00	0.028%	$ 263		$ 263	$ 54	$ 317
1001-PCS-7305 Senior Volunteer Program	35,886.00	0.024%	$ 223		$ 223	$ 46	$ 269
1001-PCS-7306 Contracted Senior Classes	46,180.00	0.031%	$ 288		$ 288	$ 59	$ 347
1001-PCS-7310 Senior Ctr Facility Ops Admin	244,737.00	0.164%	$ 1,524		$ 1,524	$ 313	$ 1,837
1001-PCS-7311 Senior Ctr Rental	141,722.00	0.095%	$ 882		$ 882	$ 181	$ 1,064
1001-PCS-7400 Family Programs Admin	65,841.00	0.044%	$ 410		$ 410	$ 84	$ 494
1001-PCS-7401 After School Recreation	349,976.00	0.234%	$ 2,179		$ 2,179	$ 448	$ 2,627
1001-PCS-7402 Full Day Camps	82,644.95	0.055%	$ 515		$ 515	$ 106	$ 620
1001-PCS-7403 Half Day Camps	41,266.00	0.028%	$ 257		$ 257	$ 53	$ 310
1001-PCS-7404 Student Union	49,299.00	0.033%	$ 307		$ 307	$ 63	$ 370
1001-PCS-7405 Dublin L.E.A.D	16,430.00	0.011%	$ 102		$ 102	$ 21	$ 123
1001-PCS-7410 PreSchool Admin	65,974.00	0.044%	$ 411		$ 411	$ 84	$ 495
1001-PCS-7411 Shannon Preschool	172,000.00	0.115%	$ 1,071		$ 1,071	$ 220	$ 1,291
1001-PCS-7413 PreSchool Camps	20,316.50	0.014%	$ 126		$ 126	$ 26	$ 152
1001-PCS-7420 Shannon Ctr Facility Ops	198,959.00	0.133%	$ 1,239		$ 1,239	$ 255	$ 1,493
1001-PCS-7421 Shannon Ctr Rental	131,052.00	0.088%	$ 816		$ 816	$ 168	$ 984
1001-PCS-7500 Sports Admin	68,486.00	0.046%	$ 426		$ 426	$ 88	$ 514
1001-PCS-7501 Adult Sports/Basketball	93,210.91	0.062%	$ 580		$ 580	$ 119	$ 700
1001-PCS-7502 Adult Sports/Softball	99,758.71	0.067%	$ 621		$ 621	$ 128	$ 749
1001-PCS-7503 Youth Sports/Basketball	153,151.20	0.102%	$ 953		$ 953	$ 196	$ 1,150
1001-PCS-7504 Youth Sports/Tee Ball	10,360.00	0.007%	$ 64		$ 64	$ 13	$ 78
1001-PCS-7505 Contracted Sports Programs	614,676.00	0.411%	$ 3,827		$ 3,827	$ 787	$ 4,614
1001-PCS-7510 Other Facility Operations Admin	58,111.00	0.039%	$ 362		$ 362	$ 74	$ 436
1001-PCS-7511 Stager Gym Rental	30,897.00	0.021%	$ 192		$ 192	$ 40	$ 232
1001-PCS-7513 Civic Center Rentals	22,637.00	0.015%	$ 141		$ 141	$ 29	$ 170
1001-PCS-7514 Library Rentals	87,071.00	0.058%	$ 542		$ 542	$ 111	$ 654
1001-PCS-7515 Parks Rental	246,437.00	0.165%	$ 1,534		$ 1,534	$ 316	$ 1,850
1001-PCS-7600 Aquatics Program Admin	392,386.00	0.262%	$ 2,443		$ 2,443	$ 502	$ 2,945
1001-PCS-7601 Recreation Swimming	78,800.00	0.053%	$ 491		$ 491	$ 101	$ 591
1001-PCS-7602 Competitive Swimming	98,579.00	0.066%	$ 614		$ 614	$ 126	$ 740
1001-PCS-7603 Fitness Programs	89,779.00	0.060%	$ 559		$ 559	$ 115	$ 674
1001-PCS-7604 Swim Lessons	275,161.00	0.184%	$ 1,713		$ 1,713	$ 352	$ 2,065
1001-PCS-7605 Contracted Aquatic Programs	11,508.00	0.008%	$ 72		$ 72	$ 15	$ 86
1001-PCS-7610 Waterpark Operations Admin	392,902.00	0.262%	$ 2,446		$ 2,446	$ 503	$ 2,949
1001-PCS-7611 Waterpark Operations	761,017.00	0.508%	$ 4,738		$ 4,738	$ 974	$ 5,712
1001-PCS-7612 Wave Concessions	11,007.00	0.007%	$ 69		$ 69	$ 14	$ 83
1001-PCS-7620 Wave Facility Admin	85,114.00	0.057%	$ 530		$ 530	$ 109	$ 639

1001-CMO-1100 City Manager

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7621 Wave Facility Rental	95,155.00	0.064%	$ 592		$ 592	$ 122	$ 714
1001-CDD-8200 Planning	2,200,987.93	1.470%	$ 13,703		$ 13,703	$ 2,818	$ 16,521
1001-CDD-8300 Building & Safety	3,156,871.94	2.109%	$ 19,654		$ 19,654	$ 4,042	$ 23,696
1009-PWD- Developer Deposit	646,590.50	0.432%	$ 4,025		$ 4,025	$ 828	$ 4,853
2101-PSD- State Seizure / Special Activity Fund	44,547.00	0.030%	$ 277		$ 277	$ 57	$ 334
2103-PSD- SLES / COPS Fund	100,000.00	0.067%	$ 623		$ 623	$ 128	$ 751
2106-PWD- Traffic Safety	103,462.60	0.069%	$ 644		$ 644	$ 132	$ 777
2109-FSD- EMS Special Revenue	265,610.00	0.177%	$ 1,654		$ 1,654	$ 340	$ 1,994
2111-PSD- Enforcement Grants	331,681.00	0.222%	$ 2,065		$ 2,065	$ 425	$ 2,490
2201-PWD- State Gas Tax	111,236.00	0.074%	$ 693		$ 693	$ 142	$ 835
2212-PWD- ACTC - Vehicle Registration Fee	100,000.00	0.067%	$ 623		$ 623	$ 128	$ 751
2215-PWD- Measure BB-Bike & Ped	20,224.80	0.014%	$ 126		$ 126	$ 26	$ 152
2302-PWD- Measure D	614,976.79	0.411%	$ 3,829		$ 3,829	$ 787	$ 4,616
2303-PWD- Garbage Service Fund	1,000.00	0.001%	$ 6		$ 6	$ 1	$ 8
2304-PWD- Local Recycling Fund	89,572.29	0.060%	$ 558		$ 558	$ 115	$ 672
2323-PWD- Dublin / Dougherty	11,800.00	0.008%	$ 73		$ 73	$ 15	$ 89
2324-PWD- Village Parkway	11,800.00	0.008%	$ 73		$ 73	$ 15	$ 89
2701-PWD- Street Light District 1983-1	373,472.55	0.250%	$ 2,325		$ 2,325	$ 478	$ 2,803
2702-PWD- Landscape District Stagecoach 1983-1	261,166.34	0.174%	$ 1,626		$ 1,626	$ 334	$ 1,960
2703-PWD- Landscape District Dougherty 1986-1	132,821.05	0.089%	$ 827		$ 827	$ 170	$ 997
2704-PWD- Landscape District Santa Rita 1997-1	362,007.55	0.242%	$ 2,254		$ 2,254	$ 464	$ 2,717
2705-PWD- Landscape District East Dublin 1999-1	283,694.55	0.190%	$ 1,766		$ 1,766	$ 363	$ 2,129
2710-PWD- Dublin Crossing-CFD Series 2017	31,814.54	0.021%	$ 198		$ 198	$ 41	$ 239
2801-PCS- Public Art Fund	80,500.00	0.054%	$ 501		$ 501	$ 103	$ 604
2811-CMO- Cable TV Facilities	46,566.00	0.031%	$ 290		$ 290	$ 60	$ 350
2901-CDD- Affordable Housing	591,950.25	0.395%	$ 3,685		$ 3,685	$ 758	$ 4,443
2907-CMO- American Rescue Plan Act (ARPA)	2,322,618.48	1.552%	$ 14,460		$ 14,460	$ 2,974	$ 17,434
2911-CDD- Building Homes and Jobs Act	997.84	0.001%	$ 6		$ 6	$ 1	$ 7
2912-CDD- State Housing Grant	432.20	0.000%	$ 3		$ 3	$ 1	$ 3
3300-CIP- General Improvement CIP Projects	6,238,743.36	4.168%	$ 38,841		$ 38,841	$ 7,988	$ 46,829
3500-CIP- Parks CIP Projects	9,645,364.66	6.444%	$ 60,049		$ 60,049	$ 12,350	$ 72,399
3600-CIP- Streets CIP Projects	24,226,785.59	16.186%	$ 150,829		$ 150,829	$ 31,020	$ 181,849
3700-CIP- Public Art CIP	668,984.77	0.447%	$ 4,165		$ 4,165	$ 857	$ 5,021
4104-NDD- Neighborhood Park Improvements	9,050.00	0.006%	$ 56		$ 56	$ 12	$ 68
4301-NDD- West Dublin Transportation Impact Fee	44,890.00	0.030%	$ 279		$ 279	$ 57	$ 337
5102-NDD- CFD 2015-1 Improv. Area 1	452,826.17	0.303%	$ 2,819		$ 2,819	$ 580	$ 3,399
5171-NDD- CERBT (OPEB) Trust	1,119,400.00	0.748%	$ 6,969		$ 6,969	$ 1,433	$ 8,402

1001-CMO-1100 City Manager

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
5301-PWD- Fallon Village GHAD	539,024.00	0.360%	$ 3,356		$ 3,356	$ 690	$ 4,046
5302-PWD- Schaefer Ranch GHAD	574,958.00	0.384%	$ 3,580		$ 3,580	$ 736	$ 4,316
5321-PWD- Fallon Crossing	337,764.00	0.226%	$ 2,103		$ 2,103	$ 432	$ 2,535
6105-NDD- Vehicles Replacement	470,717.98	0.314%	$ 2,931		$ 2,931	$ 603	$ 3,533
6205-NDD- Facilities Replacement	60,000.00	0.040%	$ 374		$ 374	$ 77	$ 450
6305-NDD- Equipment Replacement	807,296.83	0.539%	$ 5,026		$ 5,026	$ 1,034	$ 6,060
6605-CMO- Information Systems Fund	3,753,265.75	2.508%	$ 23,367		$ 23,367	$ 4,806	$ 28,172
6901-NDD- Retiree Health	1,069,400.00	0.714%	$ 6,658		$ 6,658	$ 1,369	$ 8,027
Total	**149,680,224.52**	**100.000%**	**$ 931,866**	**$ -**	**$ 931,866**	**$ 185,766**	**$ 1,117,632**

Allocation Basis: **$ of Budget Expenditures**

Source of Allocation: **Budget File**

1001-CMO-1100 City Manager

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Managerial Support							
1001-CMO-1100 City Manager	5.25	5.000%	$ 46,593		$ 46,593		$ 46,593
1001-CMO-1200 City Clerk	4.50	4.286%	$ 39,937		$ 39,937	$ 8,380	$ 48,318
1001-CMO-1300 Human Resources	3.50	3.333%	$ 31,062		$ 31,062	$ 6,518	$ 37,580
1001-CMO-1600 Communications	2.15	2.048%	$ 19,081		$ 19,081	$ 4,004	$ 23,085
1001-ASD-2000 Finance	7.90	7.524%	$ 70,112		$ 70,112	$ 14,712	$ 84,824
1001-PWD-6000 Public Works Administration	6.20	5.905%	$ 55,024		$ 55,024	$ 11,546	$ 66,571
1001-CMO-1500 Economic Development	2.10	2.000%	$ 18,637		$ 18,637	$ 3,911	$ 22,548
1001-CMO-1810 Disaster Preparedness	0.75	0.714%	$ 6,656		$ 6,656	$ 1,397	$ 8,053
1001-PSD-3100 Police Operations Support	4.00	3.810%	$ 35,500		$ 35,500	$ 7,449	$ 42,949
1001-FSD-3800 Fire Prevention	1.00	0.952%	$ 8,875		$ 8,875	$ 1,862	$ 10,737
1001-PWD-6100 Engineering	0.75	0.714%	$ 6,656		$ 6,656	$ 1,397	$ 8,053
1001-PWD-6110 Capital Improvement Program	4.00	3.810%	$ 35,500		$ 35,500	$ 7,449	$ 42,949
1001-PWD-6120 Development	4.05	3.857%	$ 35,943		$ 35,943	$ 7,542	$ 43,486
1001-PWD-6130 Transportation	2.75	2.619%	$ 24,406		$ 24,406	$ 5,121	$ 29,527
1001-PWD-6200 Environment & Sustainability	1.35	1.286%	$ 11,981		$ 11,981	$ 2,514	$ 14,495
1001-PWD-6231 AVI Franchise Agreement	0.10	0.095%	$ 887		$ 887	$ 186	$ 1,074
1001-PWD-6300 Maintenance	2.00	1.905%	$ 17,750		$ 17,750	$ 3,725	$ 21,474
1001-PCS-7000 Parks & Community Services	4.95	4.714%	$ 43,931		$ 43,931	$ 9,218	$ 53,149
1001-PCS-7010 Contracted Classes & Programs	0.35	0.333%	$ 3,106		$ 3,106	$ 652	$ 3,758
1001-PCS-7011 Contracted Fitness & Wellness	0.30	0.286%	$ 2,662		$ 2,662	$ 559	$ 3,221
1001-PCS-7012 Contracted Leisure	0.20	0.190%	$ 1,775		$ 1,775	$ 372	$ 2,147
1001-PCS-7100 Community Events & Festivals	2.15	2.048%	$ 19,081		$ 19,081	$ 4,004	$ 23,085
1001-PCS-7113 City Presented Performances	0.05	0.048%	$ 444		$ 444	$ 93	$ 537
1001-PCS-7120 Arts Activities Admin	0.70	0.667%	$ 6,212		$ 6,212	$ 1,304	$ 7,516
1001-PCS-7210 Heritage Ctr Programs Admin	0.50	0.476%	$ 4,437		$ 4,437	$ 931	$ 5,369
1001-PCS-7220 Heritage Ctr Ops Admin	0.45	0.429%	$ 3,994		$ 3,994	$ 838	$ 4,832
1001-PCS-7300 Senior Programs Admin	0.45	0.429%	$ 3,994		$ 3,994	$ 838	$ 4,832
1001-PCS-7301 Senior Program Trips and Tours	0.10	0.095%	$ 887		$ 887	$ 186	$ 1,074
1001-PCS-7302 Senior Program Activities	0.35	0.333%	$ 3,106		$ 3,106	$ 652	$ 3,758
1001-PCS-7303 Senior Program Lunch Program	0.15	0.143%	$ 1,331		$ 1,331	$ 279	$ 1,611
1001-PCS-7304 Senior Program Special Events	0.25	0.238%	$ 2,219		$ 2,219	$ 466	$ 2,684
1001-PCS-7305 Senior Volunteer Program	0.20	0.190%	$ 1,775		$ 1,775	$ 372	$ 2,147
1001-PCS-7306 Contracted Senior Classes	0.30	0.286%	$ 2,662		$ 2,662	$ 559	$ 3,221
1001-PCS-7310 Senior Ctr Facility Ops Admin	0.40	0.381%	$ 3,550		$ 3,550	$ 745	$ 4,295

1001-CMO-1100 City Manager

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7311 Senior Ctr Rental	0.75	0.714%	$ 6,656		$ 6,656	$ 1,397	$ 8,053
1001-PCS-7400 Family Programs Admin	0.35	0.333%	$ 3,106		$ 3,106	$ 652	$ 3,758
1001-PCS-7401 After School Recreation	0.30	0.286%	$ 2,662		$ 2,662	$ 559	$ 3,221
1001-PCS-7402 Full Day Camps	0.10	0.095%	$ 887		$ 887	$ 186	$ 1,074
1001-PCS-7403 Half Day Camps	0.10	0.095%	$ 887		$ 887	$ 186	$ 1,074
1001-PCS-7404 Student Union	0.35	0.333%	$ 3,106		$ 3,106	$ 652	$ 3,758
1001-PCS-7405 Dublin L.E.A.D	0.10	0.095%	$ 887		$ 887	$ 186	$ 1,074
1001-PCS-7410 PreSchool Admin	0.45	0.429%	$ 3,994		$ 3,994	$ 838	$ 4,832
1001-PCS-7411 Shannon Preschool	0.20	0.190%	$ 1,775		$ 1,775	$ 372	$ 2,147
1001-PCS-7413 PreSchool Camps	0.10	0.095%	$ 887		$ 887	$ 186	$ 1,074
1001-PCS-7420 Shannon Ctr Facility Ops	0.15	0.143%	$ 1,331		$ 1,331	$ 279	$ 1,611
1001-PCS-7421 Shannon Ctr Rental	0.30	0.286%	$ 2,662		$ 2,662	$ 559	$ 3,221
1001-PCS-7500 Sports Admin	0.45	0.429%	$ 3,994		$ 3,994	$ 838	$ 4,832
1001-PCS-7501 Adult Sports/Basketball	0.43	0.410%	$ 3,816		$ 3,816	$ 801	$ 4,617
1001-PCS-7502 Adult Sports/Softball	0.43	0.410%	$ 3,816		$ 3,816	$ 801	$ 4,617
1001-PCS-7503 Youth Sports/Basketball	0.30	0.286%	$ 2,662		$ 2,662	$ 559	$ 3,221
1001-PCS-7504 Youth Sports/Tee Ball	0.05	0.048%	$ 444		$ 444	$ 93	$ 537
1001-PCS-7505 Contracted Sports Programs	0.69	0.657%	$ 6,124		$ 6,124	$ 1,285	$ 7,409
1001-PCS-7510 Other Facility Operations Admin	0.05	0.048%	$ 444		$ 444	$ 93	$ 537
1001-PCS-7511 Stager Gym Rental	0.10	0.095%	$ 887		$ 887	$ 186	$ 1,074
1001-PCS-7513 Civic Center Rentals	0.20	0.190%	$ 1,775		$ 1,775	$ 372	$ 2,147
1001-PCS-7514 Library Rentals	0.25	0.238%	$ 2,219		$ 2,219	$ 466	$ 2,684
1001-PCS-7515 Parks Rental	1.05	1.000%	$ 9,319		$ 9,319	$ 1,955	$ 11,274
1001-PCS-7600 Aquatics Program Admin	0.95	0.905%	$ 8,431		$ 8,431	$ 1,769	$ 10,200
1001-PCS-7601 Recreation Swimming	0.25	0.238%	$ 2,219		$ 2,219	$ 466	$ 2,684
1001-PCS-7602 Competitive Swimming	0.35	0.333%	$ 3,106		$ 3,106	$ 652	$ 3,758
1001-PCS-7603 Fitness Programs	0.40	0.381%	$ 3,550		$ 3,550	$ 745	$ 4,295
1001-PCS-7604 Swim Lessons	0.50	0.476%	$ 4,437		$ 4,437	$ 931	$ 5,369
1001-PCS-7611 Waterpark Operations	1.30	1.238%	$ 11,537		$ 11,537	$ 2,421	$ 13,958
1001-PCS-7612 Wave Concessions	0.05	0.048%	$ 444		$ 444	$ 93	$ 537
1001-PCS-7620 Wave Facility Admin	0.50	0.476%	$ 4,437		$ 4,437	$ 931	$ 5,369
1001-PCS-7621 Wave Facility Rental	0.35	0.333%	$ 3,106		$ 3,106	$ 652	$ 3,758
1001-CDD-8200 Planning	9.65	9.190%	$ 85,643		$ 85,643	$ 17,971	$ 103,614
1001-CDD-8300 Building & Safety	7.50	7.143%	$ 66,562		$ 66,562	$ 13,967	$ 80,529
2302-PWD- Measure D	0.65	0.619%	$ 5,769		$ 5,769	$ 1,211	$ 6,979
2901-CDD- Affordable Housing	1.85	1.762%	$ 16,419		$ 16,419	$ 3,445	$ 19,864
2907-CMO- American Rescue Plan Act (ARPA)	1.00	0.952%	$ 8,875		$ 8,875	$ 1,862	$ 10,737

1001-CMO-1100 City Manager

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
5301-PWD- Fallon Village GHAD	0.10	0.095%	$ 887		$ 887	$ 186	$ 1,074
5302-PWD- Schaefer Ranch GHAD	0.10	0.095%	$ 887		$ 887	$ 186	$ 1,074
5321-PWD- Fallon Crossing	0.05	0.048%	$ 444		$ 444	$ 93	$ 537
6605-CMO- Information Systems Fund	8.00	7.619%	$ 70,999		$ 70,999	$ 14,898	$ 85,898
Total	**105.00**	**100.000%**	**$ 931,866**	**$ -**	**$ 931,866**	**$ 185,766**	**$ 1,117,632**

Allocation Basis: **# of FTE**

Source of Allocation: **Personnel Report**

ALLOCATION SUMMARY

1001-CMO-1100 City Manager

	Administrative Support	Managerial Support	Total
1001-NDD-0010 Non-Departmental	$ 13,594	$ -	$ 13,594
1001-CCO-1000 City Council	$ 3,919	$ -	$ 3,919
1001-CMO-1100 City Manager	$ 11,105	$ 46,593	$ 57,699
1001-CMO-1200 City Clerk	$ 6,459	$ 48,318	$ 54,777
1001-CMO-1300 Human Resources	$ 9,323	$ 37,580	$ 46,904
1001-CMO-1600 Communications	$ 4,647	$ 23,085	$ 27,732
1001-CAO-1900 City Attorney	$ 5,550	$ -	$ 5,550
1001-ASD-2000 Finance	$ 20,061	$ 84,824	$ 104,886
1001-PWD-6000 Public Works Administration	$ 14,127	$ 66,571	$ 80,698
1001-PWD-6311 City Hall	$ 6,682	$ -	$ 6,682
1001-NDD-0110 Human Services	$ 407	$ -	$ 407
1001-NDD-0120 Library Services	$ 5,039	$ -	$ 5,039
1001-NDD-0130 Dougherty Reg Fire Auth	$ 4,256	$ -	$ 4,256
1001-CMO-1210 Elections	$ 1,630	$ -	$ 1,630
1001-CMO-1500 Economic Development	$ 7,322	$ 22,548	$ 29,871
1001-CMO-1810 Disaster Preparedness	$ 2,443	$ 8,053	$ 10,496
1001-CMO-1820 Animal Control	$ 3,012	$ -	$ 3,012
1001-CMO-1830 Community TV	$ 1,022	$ -	$ 1,022
1001-PSD-3000 Police Admin / Support Services	$ 25,021	$ -	$ 25,021
1001-PSD-3010 Patrol	$ 89,391	$ -	$ 89,391
1001-PSD-3020 Traffic	$ 13,781	$ -	$ 13,781
1001-PSD-3030 Investigations	$ 29,501	$ -	$ 29,501
1001-PSD-3040 Crime Prevention	$ 10,128	$ -	$ 10,128
1001-PSD-3041 School Resource Svcs	$ 5,456	$ -	$ 5,456
1001-PSD-3050 Communications / Dispatch	$ 13,143	$ -	$ 13,143
1001-PSD-3100 Police Operations Support	$ 21,012	$ 42,949	$ 63,961
1001-PSD-3140 Crime Prevention	$ 323	$ -	$ 323
1001-PSD-3510 Crossing Guards	$ 2,310	$ -	$ 2,310
1001-FSD-3700 Fire Administration	$ 122,451	$ -	$ 122,451
1001-FSD-3800 Fire Prevention	$ 4,099	$ 10,737	$ 14,836
1001-PWD-6005 Insurance Claims	$ 1,831	$ -	$ 1,831

ALLOCATION SUMMARY

1001-CMO-1100 City Manager

	Administrative Support	Managerial Support	Total
1001-PWD-6010	$ 1,126	$ -	$ 1,126
1001-PWD-6100 Engineering	$ 1,551	$ 8,053	$ 9,604
1001-PWD-6110 Capital Improvement Program	$ 4,750	$ 42,949	$ 47,699
1001-PWD-6120 Development	$ 7,830	$ 43,486	$ 51,315
1001-PWD-6130 Transportation	$ 4,319	$ 29,527	$ 33,847
1001-PWD-6200 Environment & Sustainability	$ 2,192	$ 14,495	$ 16,687
1001-PWD-6210 Climate Action Plan	$ 8	$ -	$ 8
1001-PWD-6220 Public Outreach & Events	$ 4	$ -	$ 4
1001-PWD-6230 Solid Waste Programs	$ 751	$ -	$ 751
1001-PWD-6231 AVI Franchise Agreement	$ 212	$ 1,074	$ 1,286
1001-PWD-6240 Stormwater Programs	$ 3,994	$ -	$ 3,994
1001-PWD-6300 Maintenance	$ 10,907	$ 21,474	$ 32,382
1001-PWD-6312 Cultural Arts Center	$ 483	$ -	$ 483
1001-PWD-6313 Heritage Museums	$ 1,135	$ -	$ 1,135
1001-PWD-6314 Maintenance Corp Yard	$ 1,083	$ -	$ 1,083
1001-PWD-6315 Senior Center	$ 1,704	$ -	$ 1,704
1001-PWD-6316 Shannon Community Center	$ 2,021	$ -	$ 2,021
1001-PWD-6317 The Wave	$ 6,497	$ -	$ 6,497
1001-PWD-6320 Parks	$ 1,087	$ -	$ 1,087
1001-PWD-6321 Community/Sports Parks	$ 22,442	$ -	$ 22,442
1001-PWD-6322 Historic/Nature Parks	$ 1,089	$ -	$ 1,089
1001-PWD-6323 Neighborhood Parks	$ 8,982	$ -	$ 8,982
1001-PWD-6330 Streets	$ 522	$ -	$ 522
1001-PWD-6331 Bridges	$ 394	$ -	$ 394
1001-PWD-6332 Landscaping	$ 8,105	$ -	$ 8,105
1001-PWD-6334 Sidewalks	$ 1,877	$ -	$ 1,877
1001-PWD-6336 Streetlights	$ 162	$ -	$ 162
1001-PWD-6337 Traffic Signals	$ 1,306	$ -	$ 1,306
1001-PWD-6338 Street Tree Maintenance	$ 2,832	$ -	$ 2,832
1001-PWD-6339 Signs	$ 648	$ -	$ 648
1001-PWD-6341 Street Sweeping	$ 3,078	$ -	$ 3,078
1001-PWD-6342 City Vehicles	$ 646	$ -	$ 646

ALLOCATION SUMMARY

1001-CMO-1100 City Manager

	Administrative Support	Managerial Support	Total
1001-PWD-6343 Special Events	$ 2,527	$ -	$ 2,527
1001-PWD-6350 Public Safety Complex	$ 552	$ -	$ 552
1001-PWD-6351 Police Services	$ 2,080	$ -	$ 2,080
1001-PWD-6352 Grounds	$ 200	$ -	$ 200
1001-PWD-6358 Fire Administration PSC	$ 611	$ -	$ 611
1001-PWD-6360 Fire Station Maint	$ 191	$ -	$ 191
1001-PWD-6362 Fire Station 16	$ 690	$ -	$ 690
1001-PWD-6363 Fire Station 17	$ 778	$ -	$ 778
1001-PWD-6364 Fire Station 18	$ 743	$ -	$ 743
1001-PWD-6365 Fire Vehicle Maintenace Facility	$ 3	$ -	$ 3
1001-PWD-6370 Library	$ 3,438	$ -	$ 3,438
1001-PWD-6381 DSRSD	$ 907	$ -	$ 907
1001-PWD-6382 Camp Parks - Muni Services	$ 6,178	$ -	$ 6,178
1001-PCS-7000 Parks & Community Services	$ 12,862	$ 53,149	$ 66,011
1001-PCS-7010 Contracted Classes & Programs	$ 651	$ 3,758	$ 4,409
1001-PCS-7011 Contracted Fitness & Wellness	$ 503	$ 3,221	$ 3,724
1001-PCS-7012 Contracted Leisure	$ 876	$ 2,147	$ 3,023
1001-PCS-7100 Community Events & Festivals	$ 2,447	$ 23,085	$ 25,532
1001-PCS-7101 St. Patrick's Day Festival	$ 180	$ -	$ 180
1001-PCS-7102 Santa Breakfast/Tree Lighting	$ 259	$ -	$ 259
1001-PCS-7104 Farmer's Market/Concerts	$ 30	$ -	$ 30
1001-PCS-7105 Family Campouts	$ 85	$ -	$ 85
1001-PCS-7106 Spring Eggstravaganza	$ 40	$ -	$ 40
1001-PCS-7107 Outdoor Movie Nights	$ 74	$ -	$ 74
1001-PCS-7108 Ghosts of Dublin/Harvest Fair	$ 54	$ -	$ 54
1001-PCS-7109 Floating Pumpkin Patch	$ 18	$ -	$ 18
1001-PCS-7111 Community Outreach Events	$ 1,348	$ -	$ 1,348
1001-PCS-7112 Art Space Grants	$ 1,149	$ -	$ 1,149
1001-PCS-7113 City Presented Performances	$ 349	$ 537	$ 885
1001-PCS-7114 Park and Facility Dedications	$ 429	$ -	$ 429
1001-PCS-7120 Arts Activities Admin	$ 854	$ 7,516	$ 8,370
1001-PCS-7132	$ 11	$ -	$ 11

ALLOCATION SUMMARY

1001-CMO-1100 City Manager

	Administrative Support	Managerial Support	Total
1001-PCS-7133 City Presented Performances	$ 22	$ -	$ 22
1001-PCS-7134 Cultrual Art Classes	$ 586	$ -	$ 586
1001-PCS-7201 Burials	$ 206	$ -	$ 206
1001-PCS-7210 Heritage Ctr Programs Admin	$ 669	$ 5,369	$ 6,038
1001-PCS-7211 Tours & Hands-on History	$ 70	$ -	$ 70
1001-PCS-7213 Heritage Exhibit & Collections	$ 488	$ -	$ 488
1001-PCS-7220 Heritage Ctr Ops Admin	$ 1,104	$ 4,832	$ 5,936
1001-PCS-7221 Heritage Ctr Rental	$ 113	$ -	$ 113
1001-PCS-7300 Senior Programs Admin	$ 661	$ 4,832	$ 5,492
1001-PCS-7301 Senior Program Trips and Tours	$ 314	$ 1,074	$ 1,388
1001-PCS-7302 Senior Program Activities	$ 396	$ 3,758	$ 4,154
1001-PCS-7303 Senior Program Lunch Program	$ 207	$ 1,611	$ 1,817
1001-PCS-7304 Senior Program Special Events	$ 317	$ 2,684	$ 3,001
1001-PCS-7305 Senior Volunteer Program	$ 269	$ 2,147	$ 2,417
1001-PCS-7306 Contracted Senior Classes	$ 347	$ 3,221	$ 3,568
1001-PCS-7310 Senior Ctr Facility Ops Admin	$ 1,837	$ 4,295	$ 6,132
1001-PCS-7311 Senior Ctr Rental	$ 1,064	$ 8,053	$ 9,117
1001-PCS-7400 Family Programs Admin	$ 494	$ 3,758	$ 4,252
1001-PCS-7401 After School Recreation	$ 2,627	$ 3,221	$ 5,848
1001-PCS-7402 Full Day Camps	$ 620	$ 1,074	$ 1,694
1001-PCS-7403 Half Day Camps	$ 310	$ 1,074	$ 1,383
1001-PCS-7404 Student Union	$ 370	$ 3,758	$ 4,128
1001-PCS-7405 Dublin L.E.A.D	$ 123	$ 1,074	$ 1,197
1001-PCS-7410 PreSchool Admin	$ 495	$ 4,832	$ 5,327
1001-PCS-7411 Shannon Preschool	$ 1,291	$ 2,147	$ 3,438
1001-PCS-7413 PreSchool Camps	$ 152	$ 1,074	$ 1,226
1001-PCS-7420 Shannon Ctr Facility Ops	$ 1,493	$ 1,611	$ 3,104
1001-PCS-7421 Shannon Ctr Rental	$ 984	$ 3,221	$ 4,205
1001-PCS-7500 Sports Admin	$ 514	$ 4,832	$ 5,346
1001-PCS-7501 Adult Sports/Basketball	$ 700	$ 4,617	$ 5,317
1001-PCS-7502 Adult Sports/Softball	$ 749	$ 4,617	$ 5,366
1001-PCS-7503 Youth Sports/Basketball	$ 1,150	$ 3,221	$ 4,371

ALLOCATION SUMMARY

1001-CMO-1100 City Manager

	Administrative Support	Managerial Support	Total
1001-PCS-7504 Youth Sports/Tee Ball	$ 78	$ 537	$ 615
1001-PCS-7505 Contracted Sports Programs	$ 4,614	$ 7,409	$ 12,023
1001-PCS-7510 Other Facility Operations Admin	$ 436	$ 537	$ 973
1001-PCS-7511 Stager Gym Rental	$ 232	$ 1,074	$ 1,306
1001-PCS-7513 Civic Center Rentals	$ 170	$ 2,147	$ 2,317
1001-PCS-7514 Library Rentals	$ 654	$ 2,684	$ 3,338
1001-PCS-7515 Parks Rental	$ 1,850	$ 11,274	$ 13,124
1001-PCS-7600 Aquatics Program Admin	$ 2,945	$ 10,200	$ 13,146
1001-PCS-7601 Recreation Swimming	$ 591	$ 2,684	$ 3,276
1001-PCS-7602 Competitive Swimming	$ 740	$ 3,758	$ 4,498
1001-PCS-7603 Fitness Programs	$ 674	$ 4,295	$ 4,969
1001-PCS-7604 Swim Lessons	$ 2,065	$ 5,369	$ 7,434
1001-PCS-7605 Contracted Aquatic Programs	$ 86	$ -	$ 86
1001-PCS-7610 Waterpark Operations Admin	$ 2,949	$ -	$ 2,949
1001-PCS-7611 Waterpark Operations	$ 5,712	$ 13,958	$ 19,671
1001-PCS-7612 Wave Concessions	$ 83	$ 537	$ 619
1001-PCS-7620 Wave Facility Admin	$ 639	$ 5,369	$ 6,007
1001-PCS-7621 Wave Facility Rental	$ 714	$ 3,758	$ 4,472
1001-CDD-8200 Planning	$ 16,521	$ 103,614	$ 120,135
1001-CDD-8300 Building & Safety	$ 23,696	$ 80,529	$ 104,225
1009-PWD- Developer Deposit	$ 4,853	$ -	$ 4,853
2101-PSD- State Seizure / Special Activity Fund	$ 334	$ -	$ 334
2103-PSD- SLES / COPS Fund	$ 751	$ -	$ 751
2106-PWD- Traffic Safety	$ 777	$ -	$ 777
2109-FSD- EMS Special Revenue	$ 1,994	$ -	$ 1,994
2111-PSD- Enforcement Grants	$ 2,490	$ -	$ 2,490
2201-PWD- State Gas Tax	$ 835	$ -	$ 835
2212-PWD- ACTC - Vehicle Registration Fee	$ 751	$ -	$ 751
2215-PWD- Measure BB-Bike & Ped	$ 152	$ -	$ 152
2302-PWD- Measure D	$ 4,616	$ 6,979	$ 11,595
2303-PWD- Garbage Service Fund	$ 8	$ -	$ 8
2304-PWD- Local Recycling Fund	$ 672	$ -	$ 672

ALLOCATION SUMMARY

1001-CMO-1100 City Manager

	Administrative Support	Managerial Support	Total
2323-PWD- Dublin / Dougherty	$ 89	$ -	$ 89
2324-PWD- Village Parkway	$ 89	$ -	$ 89
2701-PWD- Street Light District 1983-1	$ 2,803	$ -	$ 2,803
2702-PWD- Landscape District Stagecoach 1983-1	$ 1,960	$ -	$ 1,960
2703-PWD- Landscape District Dougherty 1986-1	$ 997	$ -	$ 997
2704-PWD- Landscape District Santa Rita 1997-1	$ 2,717	$ -	$ 2,717
2705-PWD- Landscape District East Dublin 1999-1	$ 2,129	$ -	$ 2,129
2710-PWD- Dublin Crossing-CFD Series 2017	$ 239	$ -	$ 239
2801-PCS- Public Art Fund	$ 604	$ -	$ 604
2811-CMO- Cable TV Facilities	$ 350	$ -	$ 350
2901-CDD- Affordable Housing	$ 4,443	$ 19,864	$ 24,307
2907-CMO- American Rescue Plan Act (ARPA)	$ 17,434	$ 10,737	$ 28,171
2911-CDD- Building Homes and Jobs Act	$ 7	$ -	$ 7
2912-CDD- State Housing Grant	$ 3	$ -	$ 3
3300-CIP- General Improvement CIP Projects	$ 46,829	$ -	$ 46,829
3500-CIP- Parks CIP Projects	$ 72,399	$ -	$ 72,399
3600-CIP- Streets CIP Projects	$ 181,849	$ -	$ 181,849
3700-CIP- Public Art CIP	$ 5,021	$ -	$ 5,021
4104-NDD- Neighborhood Park Improvements	$ 68	$ -	$ 68
4301-NDD- West Dublin Transportation Impact Fee	$ 337	$ -	$ 337
5102-NDD- CFD 2015-1 Improv. Area 1	$ 3,399	$ -	$ 3,399
5171-NDD- CERBT (OPEB) Trust	$ 8,402	$ -	$ 8,402
5301-PWD- Fallon Village GHAD	$ 4,046	$ 1,074	$ 5,120
5302-PWD- Schaefer Ranch GHAD	$ 4,316	$ 1,074	$ 5,389
5321-PWD- Fallon Crossing	$ 2,535	$ 537	$ 3,072
6105-NDD- Vehicles Replacement	$ 3,533	$ -	$ 3,533
6205-NDD- Facilities Replacement	$ 450	$ -	$ 450
6305-NDD- Equipment Replacement	$ 6,060	$ -	$ 6,060
6605-CMO- Information Systems Fund	$ 28,172	$ 85,898	$ 114,070
6901-NDD- Retiree Health	$ 8,027	$ -	$ 8,027
Total	**$ 1,117,632**	**$ 1,117,632**	**$ 2,235,264**

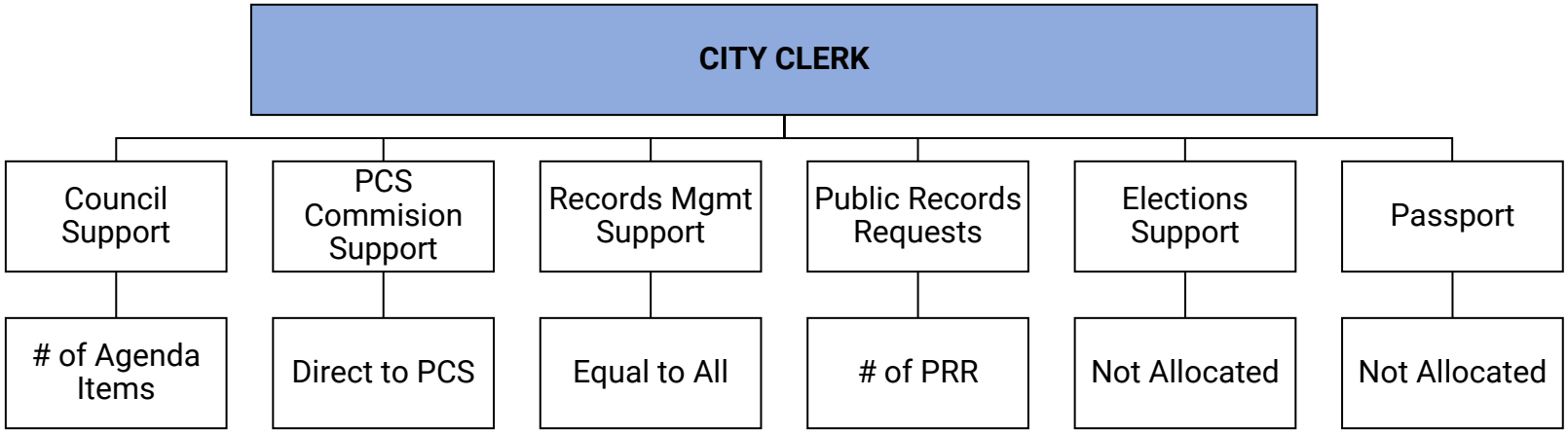
4 City Clerk

The City Clerk's Office is responsible for the maintenance, retrieval, and archival of all City records. They support the Council and the Parks & Community Services (PCS) Commission through meeting attendance, preparation of agenda packets, and keeping of records. Additionally, this Office coordinates all municipal elections and administers passports. The costs for City Clerk are allocated to Receiving Departments as follows

- **Council Support –** represents costs associated with providing general support to City Council, as well as coordinating and attending council meetings, preparing agenda packets, and minutes. These costs have been allocated based on the number of agenda items per fund and department.
- **Parks & Community Services (PCS) Commission Support –** represents costs associated with acting as a liaison for the City's PCS commission. These costs have been allocated directly to Parks & Community Services
- **Records Management –** represents costs associated with managing and storage of the City's records. These costs have been allocated equal to all departments.
- **Public Records Requests –** represents costs associated with the processing and fulfillment of public records requests. These costs have been allocated based on the number of public records requests (PRR) per fund and department.
- **Elections Support –** represents costs associated with administering all municipal elections. Since this function is not in direct support of a City department, the costs are not further allocated through the cost plan.
- **Passport –** represents costs associated with processing passport applications. As this is a public-facing activity, the costs are not further allocated through the cost plan.

The chart on the following page illustrates the functions and measures used to allocate City Clerk's costs. The top tier shows the Central Service department, the second tier shows the functions developed, and the third tier shows the

measures used to allocate costs citywide. The pages following the chart provide an aggregate picture of the department's expenses, a function-by-function breakdown of expenses, each function's allocation, and an allocation summary.


CITY CLERK
Council Support
PCS Commision Support
Records Mgmt Support
Public Records Requests
Elections Support
Passport
# of Agenda Items
Direct to PCS
Equal to All
# of PRR
Not Allocated
Not Allocated

COSTS TO BE ALLOCATED

1001-CMO-1200 City Clerk

	First Allocation	Second Allocation	Total
Departmental Expenditures	$ 861,435		$ 861,435
Total Deductions	$ -		$ -
Incoming Costs			
1001-NDD-0010 Non-Departmental	$ 55,279	$ 1,003	$ 56,281
1001-CMO-1100 City Manager	$ 45,295	$ 9,482	$ 54,777
1001-CMO-1200 City Clerk		$ 32,250	$ 32,250
1001-CMO-1300 Human Resources		$ 48,581	$ 48,581
1001-CMO-1310 Risk Management		$ 38,479	$ 38,479
1001-CMO-1600 Communications		$ 18,094	$ 18,094
1001-CAO-1900 City Attorney		$ 84,164	$ 84,164
1001-ASD-2000 Finance		$ 39,805	$ 39,805
1001-PWD-6311 City Hall		$ 42,712	$ 42,712
Total Incoming Costs	**$ 100,573**	**$ 314,568**	**$ 415,141**
Total Cost Adjustments	**$ -**		**$ -**
Total Costs to be Allocated	**$ 962,008**	**$ 314,568**	**$ 1,276,576**

DEPARTMENTAL EXPENSE DETAIL

1001-CMO-1200 City Clerk

Expense Type	Expense ($)	Council Support	Parks & Recreation Commission Support	Records Management Support	Public Records Requests	Elections Support	Passport
Personnel							
Salary	$ 474,788	$ 204,698	$ 2,529	$ 138,143	$ 77,912	$ 8,430	$ 43,075
Benefits	$ 152,272	$ 65,650	$ 811	$ 44,305	$ 24,988	$ 2,704	$ 13,815
Subtotal Personnel Cost	**$ 627,060**	**$ 270,348**	**$ 3,340**	**$ 182,448**	**$ 102,900**	**$ 11,134**	**$ 56,890**
Operating Services & Supplies							
Professional & Contract Services	$ 170,786	$ -	$ -	$ -	$ -	$ 170,786	$ -
Supplies	$ 14,625	$ 6,305	$ 78	$ 4,255	$ 2,400	$ 260	$ 1,327
ISF	$ 48,064	$ 20,722	$ 256	$ 13,985	$ 7,887	$ 853	$ 4,361
Reimbursement	$ 900	$ 388	$ 5	$ 262	$ 148	$ 16	$ 82
Subtotal Operating Cost	**$ 234,375**	**$ 27,415**	**$ 339**	**$ 18,502**	**$ 10,435**	**$ 171,915**	**$ 5,769**
DEPARTMENTAL EXPENDITURES	**$ 861,435**	**$ 297,763**	**$ 3,679**	**$ 200,950**	**$ 113,335**	**$ 183,049**	**$ 62,659**
Disallowed Costs							
Subtotal Disallowed Costs	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Cost Adjustments							
Subtotal Cost Adjustments	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
FUNCTIONAL COST	**$ 861,435**	**$ 297,763**	**$ 3,679**	**$ 200,950**	**$ 113,335**	**$ 183,049**	**$ 62,659**
First Allocation							
Incoming - All Others	$ 100,573	$ 34,764	$ 430	$ 23,461	$ 13,232	$ 21,371	$ 7,316
Reallocate Admin Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Unallocated Costs	$ (274,395)	$ -	$ -	$ -	$ -	$ (204,420)	$ (69,975)
Subtotal of First Allocation	**$ 687,613**	**$ 332,527**	**$ 4,108**	**$ 224,411**	**$ 126,567**	**$ -**	**$ -**
Second Allocation					$ -	$ -	$ -
Incoming - All Others	$ 314,568	$ 108,733	$ 1,343	$ 73,380	$ 41,386	$ 66,844	$ 22,881
Reallocate Admin Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Unallocated Costs	$ (89,725)	$ -	$ -	$ -	$ -	$ (66,844)	$ (22,881)
Subtotal of Second Allocation	**$ 224,843**	**$ 108,733**	**$ 1,343**	**$ 73,380**	**$ 41,386**	**$ -**	**$ -**
TOTAL ALLOCATED	**$ 912,456**	**$ 441,260**	**$ 5,452**	**$ 297,791**	**$ 167,953**	**$ -**	**$ -**

1001-CMO-1200 City Clerk

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Council Support							
1001-CCO-1000 City Council	3.00	1.435%	$ 4,773		$ 4,773		$ 4,773
1001-CMO-1100 City Manager	6.00	2.871%	$ 9,546		$ 9,546		$ 9,546
1001-CMO-1300 Human Resources	5.00	2.392%	$ 7,955		$ 7,955	$ 2,718	$ 10,674
1001-CMO-1600 Communications	2.00	0.957%	$ 3,182		$ 3,182	$ 1,087	$ 4,269
1001-ASD-2000 Finance	13.00	6.220%	$ 20,684		$ 20,684	$ 7,068	$ 27,751
1001-PWD-6000 Public Works Administration	8.00	3.828%	$ 12,728		$ 12,728	$ 4,349	$ 17,078
1001-CMO-1210 Elections	1.00	0.478%	$ 1,591		$ 1,591	$ 544	$ 2,135
1001-CMO-1500 Economic Development	7.00	3.349%	$ 11,137		$ 11,137	$ 3,806	$ 14,943
1001-CMO-1810 Disaster Preparedness	2.00	0.957%	$ 3,182		$ 3,182	$ 1,087	$ 4,269
1001-CMO-1830 Community TV	2.00	0.957%	$ 3,182		$ 3,182	$ 1,087	$ 4,269
1001-PSD-3000 Police Admin / Support Services	10.00	4.785%	$ 15,910		$ 15,910	$ 5,437	$ 21,347
1001-FSD-3700 Fire Administration	3.00	1.435%	$ 4,773		$ 4,773	$ 1,631	$ 6,404
1001-PWD-6100 Engineering	10.00	4.785%	$ 15,910		$ 15,910	$ 5,437	$ 21,347
1001-PWD-6130 Transportation	10.00	4.785%	$ 15,910		$ 15,910	$ 5,437	$ 21,347
1001-PWD-6200 Environment & Sustainability	3.00	1.435%	$ 4,773		$ 4,773	$ 1,631	$ 6,404
1001-PWD-6337 Traffic Signals	1.00	0.478%	$ 1,591		$ 1,591	$ 544	$ 2,135
1001-PCS-7000 Parks & Community Services	11.00	5.263%	$ 17,501		$ 17,501	$ 5,980	$ 23,482
1001-PCS-7010 Contracted Classes & Programs	3.00	1.435%	$ 4,773		$ 4,773	$ 1,631	$ 6,404
1001-PCS-7300 Senior Programs Admin	1.00	0.478%	$ 1,591		$ 1,591	$ 544	$ 2,135
1001-PCS-7421 Shannon Ctr Rental	1.00	0.478%	$ 1,591		$ 1,591	$ 544	$ 2,135
1001-PCS-7500 Sports Admin	2.00	0.957%	$ 3,182		$ 3,182	$ 1,087	$ 4,269
1001-PCS-7513 Civic Center Rentals	1.00	0.478%	$ 1,591		$ 1,591	$ 544	$ 2,135
1001-PCS-7600 Aquatics Program Admin	2.00	0.957%	$ 3,182		$ 3,182	$ 1,087	$ 4,269
1001-PCS-7620 Wave Facility Admin	1.00	0.478%	$ 1,591		$ 1,591	$ 544	$ 2,135
1001-CDD-8200 Planning	18.00	8.612%	$ 28,639		$ 28,639	$ 9,786	$ 38,425
1001-CDD-8300 Building & Safety	3.00	1.435%	$ 4,773		$ 4,773	$ 1,631	$ 6,404
2801-PCS- Public Art Fund	6.00	2.871%	$ 9,546		$ 9,546	$ 3,262	$ 12,808
2901-CDD- Affordable Housing	3.00	1.435%	$ 4,773		$ 4,773	$ 1,631	$ 6,404
2903-NDD- Community Development Block Grant	2.00	0.957%	$ 3,182		$ 3,182	$ 1,087	$ 4,269
2907-CMO- American Rescue Plan Act (ARPA)	3.00	1.435%	$ 4,773		$ 4,773	$ 1,631	$ 6,404
3300-CIP- General Improvement CIP Projects	4.00	1.914%	$ 6,364		$ 6,364	$ 2,175	$ 8,539
3500-CIP- Parks CIP Projects	6.00	2.871%	$ 9,546		$ 9,546	$ 3,262	$ 12,808

1001-CMO-1200 City Clerk

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
3600-CIP- Streets CIP Projects	2.00	0.957%	$ 3,182		$ 3,182	$ 1,087	$ 4,269
5301-PWD- Fallon Village GHAD	5.50	2.632%	$ 8,751		$ 8,751	$ 2,990	$ 11,741
5302-PWD- Schaefer Ranch GHAD	5.50	2.632%	$ 8,751		$ 8,751	$ 2,990	$ 11,741
-- Other	43.00	20.574%	$ 68,415		$ 68,415	$ 23,378	$ 91,792
Total	**209.00**	**100.000%**	**$ 332,527**	**$ -**	**$ 332,527**	**$ 108,733**	**$ 441,260**

Allocation Basis: **# of Agenda Items**

Source of Allocation: **Agenda Report**

1001-CMO-1200 City Clerk

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Parks & Recreation Commission Support							
1001-PCS-7000 Parks & Community Services	1.00	100.000%	$ 4,108		$ 4,108	$ 1,343	$ 5,452
Total	**1.00**	**100.000%**	**$ 4,108**	**$ -**	**$ 4,108**	**$ 1,343**	**$ 5,452**

Allocation Basis: **Direct to PCS**

1001-CMO-1200 City Clerk

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Records Management Support							
1001-CMO-1100 City Manager	1.00	4.545%	$ 10,200		$ 10,200		$ 10,200
1001-CMO-1200 City Clerk	1.00	4.545%	$ 10,200		$ 10,200		$ 10,200
1001-CMO-1300 Human Resources	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-CMO-1600 Communications	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-ASD-2000 Finance	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-PWD-6000 Public Works Administration	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-CMO-1500 Economic Development	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-PSD-3100 Police Operations Support	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-FSD-3800 Fire Prevention	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-PWD-6110 Capital Improvement Program	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-PWD-6120 Development	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-PWD-6130 Transportation	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-PWD-6200 Environment & Sustainability	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-PWD-6300 Maintenance	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-PCS-7000 Parks & Community Services	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-PCS-7100 Community Events & Festivals	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-PCS-7515 Parks Rental	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-PCS-7611 Waterpark Operations	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-CDD-8200 Planning	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
1001-CDD-8300 Building & Safety	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
2901-CDD- Affordable Housing	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
6605-CMO- Information Systems Fund	1.00	4.545%	$ 10,200		$ 10,200	$ 3,669	$ 13,870
Total	**22.00**	**100.000%**	**$ 224,411**	**$ -**	**$ 224,411**	**$ 73,380**	**$ 297,791**

Allocation Basis: **Equal to All**

1001-CMO-1200 City Clerk

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Public Records Requests							
1001-CMO-1100 City Manager	5.48	3.444%	$ 4,359		$ 4,359		$ 4,359
1001-CMO-1200 City Clerk	27.70	17.421%	$ 22,050		$ 22,050		$ 22,050
1001-CMO-1300 Human Resources	6.50	4.088%	$ 5,174		$ 5,174	$ 2,138	$ 7,312
1001-CAO-1900 City Attorney	1.33	0.839%	$ 1,061		$ 1,061	$ 439	$ 1,500
1001-ASD-2000 Finance	14.42	9.067%	$ 11,476		$ 11,476	$ 4,742	$ 16,218
1001-PWD-6000 Public Works Administration	16.68	10.488%	$ 13,275		$ 13,275	$ 5,485	$ 18,760
1001-CMO-1500 Economic Development	1.00	0.629%	$ 796		$ 796	$ 329	$ 1,125
1001-PSD-3100 Police Operations Support	0.33	0.210%	$ 265		$ 265	$ 110	$ 375
1001-FSD-3800 Fire Prevention	8.45	5.314%	$ 6,726		$ 6,726	$ 2,779	$ 9,506
1001-PCS-7000 Parks & Community Services	2.50	1.572%	$ 1,990		$ 1,990	$ 822	$ 2,812
1001-CDD-8200 Planning	19.35	12.169%	$ 15,403		$ 15,403	$ 6,364	$ 21,767
1001-CDD-8300 Building & Safety	55.15	34.688%	$ 43,903		$ 43,903	$ 18,141	$ 62,044
2901-CDD- Affordable Housing	0.11	0.070%	$ 89		$ 89	$ 37	$ 125
Total	**159.00**	**100.000%**	**$ 126,567**	**$ -**	**$ 126,567**	**$ 41,386**	**$ 167,953**

Allocation Basis: **# of PRR**

Source of Allocation: **Public Records Report**

ALLOCATION SUMMARY

1001-CMO-1200 City Clerk

	Council Support	Parks & Recreation Commission Support	Records Management Support	Public Records Requests	Total
1001-CCO-1000 City Council	$ 4,773	$ -	$ -	$ -	$ 4,773
1001-CMO-1100 City Manager	$ 9,546	$ -	$ 10,200	$ 4,359	$ 24,106
1001-CMO-1200 City Clerk	$ -	$ -	$ 10,200	$ 22,050	$ 32,250
1001-CMO-1300 Human Resources	$ 10,674	$ -	$ 13,870	$ 7,312	$ 31,855
1001-CMO-1600 Communications	$ 4,269	$ -	$ 13,870	$ -	$ 18,139
1001-CAO-1900 City Attorney	$ -	$ -	$ -	$ 1,500	$ 1,500
1001-ASD-2000 Finance	$ 27,751	$ -	$ 13,870	$ 16,218	$ 57,839
1001-PWD-6000 Public Works Administration	$ 17,078	$ -	$ 13,870	$ 18,760	$ 49,707
1001-CMO-1210 Elections	$ 2,135	$ -	$ -	$ -	$ 2,135
1001-CMO-1500 Economic Development	$ 14,943	$ -	$ 13,870	$ 1,125	$ 29,937
1001-CMO-1810 Disaster Preparedness	$ 4,269	$ -	$ -	$ -	$ 4,269
1001-CMO-1830 Community TV	$ 4,269	$ -	$ -	$ -	$ 4,269
1001-PSD-3000 Police Admin / Support Services	$ 21,347	$ -	$ -	$ -	$ 21,347
1001-PSD-3100 Police Operations Support	$ -	$ -	$ 13,870	$ 375	$ 14,244
1001-FSD-3700 Fire Administration	$ 6,404	$ -	$ -	$ -	$ 6,404
1001-FSD-3800 Fire Prevention	$ -	$ -	$ 13,870	$ 9,506	$ 23,375
1001-PWD-6100 Engineering	$ 21,347	$ -	$ -	$ -	$ 21,347
1001-PWD-6110 Capital Improvement Program	$ -	$ -	$ 13,870	$ -	$ 13,870
1001-PWD-6120 Development	$ -	$ -	$ 13,870	$ -	$ 13,870
1001-PWD-6130 Transportation	$ 21,347	$ -	$ 13,870	$ -	$ 35,217
1001-PWD-6200 Environment & Sustainability	$ 6,404	$ -	$ 13,870	$ -	$ 20,274
1001-PWD-6300 Maintenance	$ -	$ -	$ 13,870	$ -	$ 13,870
1001-PWD-6337 Traffic Signals	$ 2,135	$ -	$ -	$ -	$ 2,135
1001-PCS-7000 Parks & Community Services	$ 23,482	$ 5,452	$ 13,870	$ 2,812	$ 45,615
1001-PCS-7010 Contracted Classes & Programs	$ 6,404	$ -	$ -	$ -	$ 6,404
1001-PCS-7100 Community Events & Festivals	$ -	$ -	$ 13,870	$ -	$ 13,870
1001-PCS-7300 Senior Programs Admin	$ 2,135	$ -	$ -	$ -	$ 2,135
1001-PCS-7421 Shannon Ctr Rental	$ 2,135	$ -	$ -	$ -	$ 2,135
1001-PCS-7500 Sports Admin	$ 4,269	$ -	$ -	$ -	$ 4,269
1001-PCS-7513 Civic Center Rentals	$ 2,135	$ -	$ -	$ -	$ 2,135
1001-PCS-7515 Parks Rental	$ -	$ -	$ 13,870	$ -	$ 13,870
1001-PCS-7600 Aquatics Program Admin	$ 4,269	$ -	$ -	$ -	$ 4,269

ALLOCATION SUMMARY

1001-CMO-1200 City Clerk

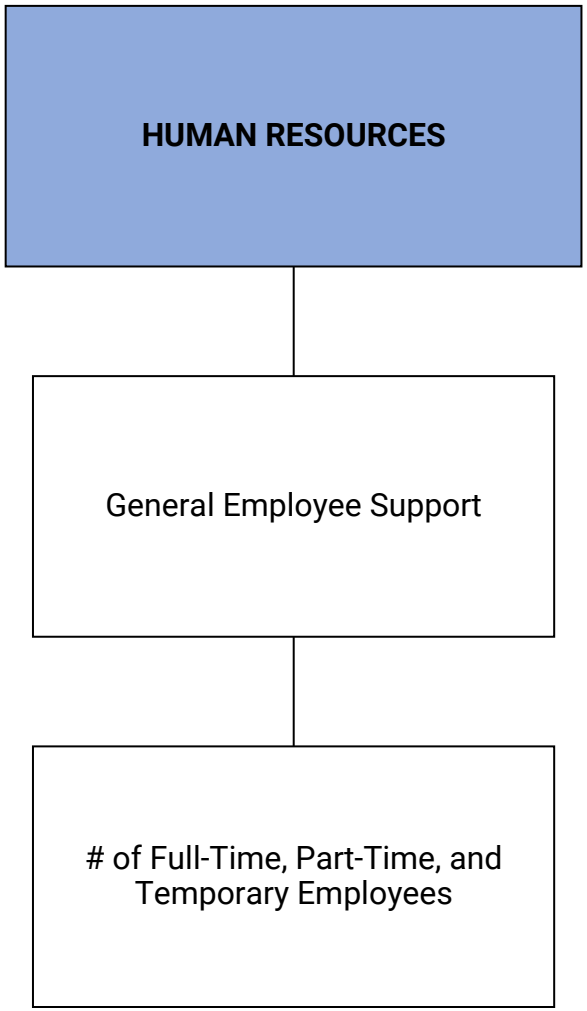
	Council Support	Parks & Recreation Commission Support	Records Management Support	Public Records Requests	Total
1001-PCS-7611 Waterpark Operations	$ -	$ -	$ 13,870	$ -	$ 13,870
1001-PCS-7620 Wave Facility Admin	$ 2,135	$ -	$ -	$ -	$ 2,135
1001-CDD-8200 Planning	$ 38,425	$ -	$ 13,870	$ 21,767	$ 74,061
1001-CDD-8300 Building & Safety	$ 6,404	$ -	$ 13,870	$ 62,044	$ 82,318
2801-PCS- Public Art Fund	$ 12,808	$ -	$ -	$ -	$ 12,808
2901-CDD- Affordable Housing	$ 6,404	$ -	$ 13,870	$ 125	$ 20,399
2903-NDD- Community Development Block Grant	$ 4,269	$ -	$ -	$ -	$ 4,269
2907-CMO- American Rescue Plan Act (ARPA)	$ 6,404	$ -	$ -	$ -	$ 6,404
3300-CIP- General Improvement CIP Projects	$ 8,539	$ -	$ -	$ -	$ 8,539
3500-CIP- Parks CIP Projects	$ 12,808	$ -	$ -	$ -	$ 12,808
3600-CIP- Streets CIP Projects	$ 4,269	$ -	$ -	$ -	$ 4,269
5301-PWD- Fallon Village GHAD	$ 11,741	$ -	$ -	$ -	$ 11,741
5302-PWD- Schaefer Ranch GHAD	$ 11,741	$ -	$ -	$ -	$ 11,741
6605-CMO- Information Systems Fund	$ -	$ -	$ 13,870	$ -	$ 13,870
-- Other	$ 91,792	$ -	$ -	$ -	$ 91,792
Total	**$ 441,260**	**$ 5,452**	**$ 297,791**	**$ 167,953**	**$ 912,456**

5 Human Resources

The Human Resources Department is responsible for overseeing the welfare of all City employees. The department accomplishes this through the recruitment, onboarding and training, investigation of employee-related grievances, addressing position classification and compensation, and providing employee development and benefits administration. The costs for Human Resources are allocated to Receiving Departments as follows

- **General Employee Support –** represents costs associated with the recruitment, retention, and relations of all City employees and retirees. These costs have been allocated based on the number of full-time, part-time, and temporary employees.

The chart on the following page illustrates the functions and measures used to allocate Human Resources' costs. The top tier shows the Central Service department, the second tier shows the functions developed, and the third tier shows the measures used to allocate costs citywide. The pages following the chart provide an aggregate picture of the department's expenses, a function-by-function breakdown of expenses, each function's allocation, and an allocation summary.


HUMAN RESOURCES
General Employee Support
# of Full-Time, Part-Time, and Temporary Employees

COSTS TO BE ALLOCATED

1001-CMO-1300 Human Resources

	First Allocation	Second Allocation	Total
Departmental Expenditures	$ 1,244,896		$ 1,244,896
Total Deductions	$ -		$ -
Incoming Costs			
1001-NDD-0010 Non-Departmental	$ 42,995	$ 780	$ 43,774
1001-CCO-1000 City Council	$ 10,055	$ 2,381	$ 12,436
1001-CMO-1100 City Manager	$ 38,795	$ 8,108	$ 46,904
1001-CMO-1200 City Clerk	$ 23,330	$ 8,525	$ 31,855
1001-CMO-1300 Human Resources		$ 40,305	$ 40,305
1001-CMO-1310 Risk Management		$ 31,760	$ 31,760
1001-CMO-1600 Communications		$ 14,073	$ 14,073
1001-CAO-1900 City Attorney		$ 57,139	$ 57,139
1001-ASD-2000 Finance		$ 48,861	$ 48,861
1001-PWD-6311 City Hall		$ 33,220	$ 33,220
Total Incoming Costs	**$ 115,175**	**$ 245,152**	**$ 360,327**
Total Cost Adjustments	**$ -**		**$ -**
Total Costs to be Allocated	**$ 1,360,071**	**$ 245,152**	**$ 1,605,223**

DEPARTMENTAL EXPENSE DETAIL

1001-CMO-1300 Human Resources

Expense Type	Expense ($)	General Employee Support
Personnel		
Salary	$ 563,743	$ 563,743
Benefits	$ 193,083	$ 193,083
Subtotal Personnel Cost	**$ 756,826**	**$ 756,826**
Operating Services & Supplies		
Professional & Contract Services	$ 151,917	$ 151,917
Supplies	$ 149,884	$ 149,884
ISF	$ 163,269	$ 163,269
Furniture & Equipment	$ 23,000	$ 23,000
Subtotal Operating Cost	**$ 488,070**	**$ 488,070**
DEPARTMENTAL EXPENDITURES	**$ 1,244,896**	**$ 1,244,896**
Disallowed Costs		
Subtotal Disallowed Costs	**$ -**	**$ -**
Cost Adjustments		
Subtotal Cost Adjustments	**$ -**	**$ -**
FUNCTIONAL COST	**$ 1,244,896**	**$ 1,244,896**
First Allocation		
Incoming - All Others	$ 115,175	$ 115,175
Reallocate Admin Costs	$ -	$ -
Unallocated Costs	$ -	$ -
Subtotal of First Allocation	**$ 1,360,071**	**$ 1,360,071**
Second Allocation		
Incoming - All Others	$ 245,152	$ 245,152
Reallocate Admin Costs	$ -	$ -
Unallocated Costs	$ -	$ -
Subtotal of Second Allocation	**$ 245,152**	**$ 245,152**
TOTAL ALLOCATED	**$ 1,605,223**	**$ 1,605,223**

1001-CMO-1300 Human Resources

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
General Employee Support							
1001-CMO-1100 City Manager	5.25	4.167%	$ 56,677		$ 56,677		$ 56,677
1001-CMO-1200 City Clerk	4.50	3.572%	$ 48,581		$ 48,581		$ 48,581
1001-CMO-1300 Human Resources	3.73	2.963%	$ 40,305		$ 40,305		$ 40,305
1001-CMO-1600 Communications	2.15	1.707%	$ 23,211		$ 23,211	$ 4,685	$ 27,896
1001-ASD-2000 Finance	7.90	6.271%	$ 85,286		$ 85,286	$ 17,215	$ 102,501
1001-PWD-6000 Public Works Administration	6.20	4.921%	$ 66,933		$ 66,933	$ 13,511	$ 80,444
1001-CMO-1500 Economic Development	2.10	1.667%	$ 22,671		$ 22,671	$ 4,576	$ 27,247
1001-CMO-1810 Disaster Preparedness	0.75	0.595%	$ 8,097		$ 8,097	$ 1,634	$ 9,731
1001-PSD-3100 Police Operations Support	4.00	3.175%	$ 43,183		$ 43,183	$ 8,717	$ 51,899
1001-FSD-3800 Fire Prevention	1.00	0.794%	$ 10,796		$ 10,796	$ 2,179	$ 12,975
1001-PWD-6100 Engineering	0.75	0.595%	$ 8,097		$ 8,097	$ 1,634	$ 9,731
1001-PWD-6110 Capital Improvement Program	4.00	3.175%	$ 43,183		$ 43,183	$ 8,717	$ 51,899
1001-PWD-6120 Development	4.05	3.215%	$ 43,723		$ 43,723	$ 8,826	$ 52,548
1001-PWD-6130 Transportation	2.75	2.183%	$ 29,688		$ 29,688	$ 5,993	$ 35,681
1001-PWD-6200 Environment & Sustainability	1.35	1.072%	$ 14,574		$ 14,574	$ 2,942	$ 17,516
1001-PWD-6231 AVI Franchise Agreement	0.10	0.079%	$ 1,080		$ 1,080	$ 218	$ 1,297
1001-PWD-6300 Maintenance	2.00	1.588%	$ 21,591		$ 21,591	$ 4,358	$ 25,950
1001-PCS-7000 Parks & Community Services	5.04	4.002%	$ 54,427		$ 54,427	$ 10,986	$ 65,414
1001-PCS-7010 Contracted Classes & Programs	0.35	0.278%	$ 3,778		$ 3,778	$ 763	$ 4,541
1001-PCS-7011 Contracted Fitness & Wellness	0.30	0.238%	$ 3,239		$ 3,239	$ 654	$ 3,892
1001-PCS-7012 Contracted Leisure	0.20	0.159%	$ 2,159		$ 2,159	$ 436	$ 2,595
1001-PCS-7100 Community Events & Festivals	2.15	1.707%	$ 23,211		$ 23,211	$ 4,685	$ 27,896
1001-PCS-7101 St. Patrick's Day Festival	0.01	0.004%	$ 54		$ 54	$ 11	$ 65
1001-PCS-7102 Santa Breakfast/Tree Lighting	0.02	0.015%	$ 210		$ 210	$ 42	$ 253
1001-PCS-7104 Farmer's Market/Concerts	0.04	0.034%	$ 457		$ 457	$ 92	$ 549
1001-PCS-7105 Family Campouts	0.06	0.044%	$ 601		$ 601	$ 121	$ 722
1001-PCS-7107 Outdoor Movie Nights	0.02	0.014%	$ 192		$ 192	$ 39	$ 231
1001-PCS-7108 Ghosts of Dublin/Harvest Fair	0.07	0.052%	$ 710		$ 710	$ 143	$ 853
1001-PCS-7111 Community Outreach Events	0.09	0.075%	$ 1,017		$ 1,017	$ 205	$ 1,223
1001-PCS-7113 City Presented Performances	0.06	0.050%	$ 684		$ 684	$ 138	$ 822
1001-PCS-7120 Arts Activities Admin	0.70	0.556%	$ 7,557		$ 7,557	$ 1,525	$ 9,082
1001-PCS-7134 Cultrual Art Classes	0.19	0.154%	$ 2,098		$ 2,098	$ 424	$ 2,522
1001-PCS-7210 Heritage Ctr Programs Admin	0.50	0.397%	$ 5,398		$ 5,398	$ 1,090	$ 6,487

1001-CMO-1300 Human Resources

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7211 Tours & Hands-on History	0.23	0.184%	$ 2,507		$ 2,507	$ 506	$ 3,013
1001-PCS-7213 Heritage Exhibit & Collections	0.02	0.015%	$ 199		$ 199	$ 40	$ 239
1001-PCS-7220 Heritage Ctr Ops Admin	0.82	0.651%	$ 8,853		$ 8,853	$ 1,787	$ 10,640
1001-PCS-7221 Heritage Ctr Rental	0.15	0.116%	$ 1,575		$ 1,575	$ 318	$ 1,893
1001-PCS-7300 Senior Programs Admin	0.45	0.357%	$ 4,858		$ 4,858	$ 981	$ 5,839
1001-PCS-7301 Senior Program Trips and Tours	0.10	0.079%	$ 1,080		$ 1,080	$ 218	$ 1,297
1001-PCS-7302 Senior Program Activities	0.35	0.279%	$ 3,797		$ 3,797	$ 766	$ 4,563
1001-PCS-7303 Senior Program Lunch Program	0.15	0.119%	$ 1,619		$ 1,619	$ 327	$ 1,946
1001-PCS-7304 Senior Program Special Events	0.25	0.198%	$ 2,699		$ 2,699	$ 545	$ 3,244
1001-PCS-7305 Senior Volunteer Program	0.20	0.159%	$ 2,159		$ 2,159	$ 436	$ 2,595
1001-PCS-7306 Contracted Senior Classes	0.30	0.241%	$ 3,272		$ 3,272	$ 661	$ 3,933
1001-PCS-7310 Senior Ctr Facility Ops Admin	1.28	1.016%	$ 13,813		$ 13,813	$ 2,788	$ 16,601
1001-PCS-7311 Senior Ctr Rental	1.10	0.870%	$ 11,831		$ 11,831	$ 2,388	$ 14,219
1001-PCS-7400 Family Programs Admin	0.35	0.278%	$ 3,778		$ 3,778	$ 763	$ 4,541
1001-PCS-7401 After School Recreation	2.92	2.315%	$ 31,490		$ 31,490	$ 6,356	$ 37,847
1001-PCS-7402 Full Day Camps	0.75	0.598%	$ 8,131		$ 8,131	$ 1,641	$ 9,772
1001-PCS-7403 Half Day Camps	0.26	0.203%	$ 2,768		$ 2,768	$ 559	$ 3,326
1001-PCS-7404 Student Union	0.35	0.278%	$ 3,778		$ 3,778	$ 763	$ 4,541
1001-PCS-7405 Dublin L.E.A.D	0.10	0.079%	$ 1,080		$ 1,080	$ 218	$ 1,297
1001-PCS-7410 PreSchool Admin	0.45	0.357%	$ 4,858		$ 4,858	$ 981	$ 5,839
1001-PCS-7411 Shannon Preschool	1.21	0.962%	$ 13,082		$ 13,082	$ 2,641	$ 15,723
1001-PCS-7413 PreSchool Camps	0.18	0.144%	$ 1,958		$ 1,958	$ 395	$ 2,353
1001-PCS-7420 Shannon Ctr Facility Ops	0.16	0.126%	$ 1,718		$ 1,718	$ 347	$ 2,065
1001-PCS-7421 Shannon Ctr Rental	1.33	1.052%	$ 14,304		$ 14,304	$ 2,887	$ 17,192
1001-PCS-7500 Sports Admin	0.45	0.357%	$ 4,858		$ 4,858	$ 981	$ 5,839
1001-PCS-7501 Adult Sports/Basketball	0.46	0.364%	$ 4,946		$ 4,946	$ 998	$ 5,944
1001-PCS-7502 Adult Sports/Softball	0.58	0.459%	$ 6,242		$ 6,242	$ 1,260	$ 7,502
1001-PCS-7503 Youth Sports/Basketball	0.47	0.374%	$ 5,084		$ 5,084	$ 1,026	$ 6,110
1001-PCS-7504 Youth Sports/Tee Ball	0.13	0.102%	$ 1,394		$ 1,394	$ 281	$ 1,675
1001-PCS-7505 Contracted Sports Programs	0.70	0.556%	$ 7,559		$ 7,559	$ 1,526	$ 9,085
1001-PCS-7510 Other Facility Operations Admin	0.05	0.040%	$ 540		$ 540	$ 109	$ 649
1001-PCS-7511 Stager Gym Rental	0.47	0.376%	$ 5,112		$ 5,112	$ 1,032	$ 6,144
1001-PCS-7513 Civic Center Rentals	0.20	0.159%	$ 2,159		$ 2,159	$ 436	$ 2,595
1001-PCS-7514 Library Rentals	0.25	0.200%	$ 2,720		$ 2,720	$ 549	$ 3,269
1001-PCS-7515 Parks Rental	1.58	1.258%	$ 17,104		$ 17,104	$ 3,453	$ 20,557
1001-PCS-7600 Aquatics Program Admin	0.95	0.754%	$ 10,256		$ 10,256	$ 2,070	$ 12,326

1001-CMO-1300 Human Resources

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7601 Recreation Swimming	0.29	0.228%	$ 3,099		$ 3,099	$ 625	$ 3,724
1001-PCS-7602 Competitive Swimming	0.74	0.586%	$ 7,968		$ 7,968	$ 1,608	$ 9,577
1001-PCS-7603 Fitness Programs	0.80	0.634%	$ 8,617		$ 8,617	$ 1,739	$ 10,356
1001-PCS-7604 Swim Lessons	1.78	1.413%	$ 19,222		$ 19,222	$ 3,880	$ 23,102
1001-PCS-7605 Contracted Aquatic Programs	1.75	1.388%	$ 18,872		$ 18,872	$ 3,809	$ 22,681
1001-PCS-7611 Waterpark Operations	7.56	6.004%	$ 81,664		$ 81,664	$ 16,484	$ 98,149
1001-PCS-7612 Wave Concessions	0.05	0.040%	$ 540		$ 540	$ 109	$ 649
1001-PCS-7620 Wave Facility Admin	0.50	0.397%	$ 5,398		$ 5,398	$ 1,090	$ 6,487
1001-PCS-7621 Wave Facility Rental	1.21	0.962%	$ 13,085		$ 13,085	$ 2,641	$ 15,726
1001-CDD-8200 Planning	9.89	7.849%	$ 106,748		$ 106,748	$ 21,547	$ 128,295
1001-CDD-8300 Building & Safety	7.50	5.953%	$ 80,968		$ 80,968	$ 16,344	$ 97,311
2302-PWD- Measure D	0.65	0.516%	$ 7,017		$ 7,017	$ 1,416	$ 8,434
2901-CDD- Affordable Housing	1.85	1.468%	$ 19,972		$ 19,972	$ 4,031	$ 24,003
2907-CMO- American Rescue Plan Act (ARPA)	1.00	0.794%	$ 10,796		$ 10,796	$ 2,179	$ 12,975
5301-PWD- Fallon Village GHAD	0.10	0.079%	$ 1,080		$ 1,080	$ 218	$ 1,297
5302-PWD- Schaefer Ranch GHAD	0.10	0.079%	$ 1,080		$ 1,080	$ 218	$ 1,297
5321-PWD- Fallon Crossing	0.05	0.040%	$ 540		$ 540	$ 109	$ 649
6605-CMO- Information Systems Fund	8.03	6.378%	$ 86,739		$ 86,739	$ 17,509	$ 104,248
Total	**125.98**	**100.000%**	**$ 1,360,071**	**$ -**	**$ 1,360,071**	**$ 245,152**	**$ 1,605,223**

Allocation Basis: **# of Full-Time, Part-Time, & Temporary Employees**

Source of Allocation: **Personnel Report**

ALLOCATION SUMMARY

1001-CMO-1300 Human Resources

	General Employee Support	Total
1001-CMO-1100 City Manager	$ 56,677	$ 56,677
1001-CMO-1200 City Clerk	$ 48,581	$ 48,581
1001-CMO-1300 Human Resources	$ 40,305	$ 40,305
1001-CMO-1600 Communications	$ 27,896	$ 27,896
1001-ASD-2000 Finance	$ 102,501	$ 102,501
1001-PWD-6000 Public Works Administration	$ 80,444	$ 80,444
1001-CMO-1500 Economic Development	$ 27,247	$ 27,247
1001-CMO-1810 Disaster Preparedness	$ 9,731	$ 9,731
1001-PSD-3100 Police Operations Support	$ 51,899	$ 51,899
1001-FSD-3800 Fire Prevention	$ 12,975	$ 12,975
1001-PWD-6100 Engineering	$ 9,731	$ 9,731
1001-PWD-6110 Capital Improvement Program	$ 51,899	$ 51,899
1001-PWD-6120 Development	$ 52,548	$ 52,548
1001-PWD-6130 Transportation	$ 35,681	$ 35,681
1001-PWD-6200 Environment & Sustainability	$ 17,516	$ 17,516
1001-PWD-6231 AVI Franchise Agreement	$ 1,297	$ 1,297
1001-PWD-6300 Maintenance	$ 25,950	$ 25,950
1001-PCS-7000 Parks & Community Services	$ 65,414	$ 65,414
1001-PCS-7010 Contracted Classes & Programs	$ 4,541	$ 4,541
1001-PCS-7011 Contracted Fitness & Wellness	$ 3,892	$ 3,892
1001-PCS-7012 Contracted Leisure	$ 2,595	$ 2,595
1001-PCS-7100 Community Events & Festivals	$ 27,896	$ 27,896
1001-PCS-7101 St. Patrick's Day Festival	$ 65	$ 65
1001-PCS-7102 Santa Breakfast/Tree Lighting	$ 253	$ 253
1001-PCS-7104 Farmer's Market/Concerts	$ 549	$ 549
1001-PCS-7105 Family Campouts	$ 722	$ 722
1001-PCS-7107 Outdoor Movie Nights	$ 231	$ 231
1001-PCS-7108 Ghosts of Dublin/Harvest Fair	$ 853	$ 853
1001-PCS-7111 Community Outreach Events	$ 1,223	$ 1,223
1001-PCS-7113 City Presented Performances	$ 822	$ 822

ALLOCATION SUMMARY

1001-CMO-1300 Human Resources

	General Employee Support	Total
1001-PCS-7120 Arts Activities Admin	$ 9,082	$ 9,082
1001-PCS-7134 Cultrual Art Classes	$ 2,522	$ 2,522
1001-PCS-7201 Burials	$ 25	$ 25
1001-PCS-7210 Heritage Ctr Programs Admin	$ 6,487	$ 6,487
1001-PCS-7211 Tours & Hands-on History	$ 3,013	$ 3,013
1001-PCS-7213 Heritage Exhibit & Collections	$ 239	$ 239
1001-PCS-7220 Heritage Ctr Ops Admin	$ 10,640	$ 10,640
1001-PCS-7221 Heritage Ctr Rental	$ 1,893	$ 1,893
1001-PCS-7300 Senior Programs Admin	$ 5,839	$ 5,839
1001-PCS-7301 Senior Program Trips and Tours	$ 1,297	$ 1,297
1001-PCS-7302 Senior Program Activities	$ 4,563	$ 4,563
1001-PCS-7303 Senior Program Lunch Program	$ 1,946	$ 1,946
1001-PCS-7304 Senior Program Special Events	$ 3,244	$ 3,244
1001-PCS-7305 Senior Volunteer Program	$ 2,595	$ 2,595
1001-PCS-7306 Contracted Senior Classes	$ 3,933	$ 3,933
1001-PCS-7310 Senior Ctr Facility Ops Admin	$ 16,601	$ 16,601
1001-PCS-7311 Senior Ctr Rental	$ 14,219	$ 14,219
1001-PCS-7400 Family Programs Admin	$ 4,541	$ 4,541
1001-PCS-7401 After School Recreation	$ 37,847	$ 37,847
1001-PCS-7402 Full Day Camps	$ 9,772	$ 9,772
1001-PCS-7403 Half Day Camps	$ 3,326	$ 3,326
1001-PCS-7404 Student Union	$ 4,541	$ 4,541
1001-PCS-7405 Dublin L.E.A.D	$ 1,297	$ 1,297
1001-PCS-7410 PreSchool Admin	$ 5,839	$ 5,839
1001-PCS-7411 Shannon Preschool	$ 15,723	$ 15,723
1001-PCS-7413 PreSchool Camps	$ 2,353	$ 2,353
1001-PCS-7420 Shannon Ctr Facility Ops	$ 2,065	$ 2,065
1001-PCS-7421 Shannon Ctr Rental	$ 17,192	$ 17,192
1001-PCS-7500 Sports Admin	$ 5,839	$ 5,839
1001-PCS-7501 Adult Sports/Basketball	$ 5,944	$ 5,944
1001-PCS-7502 Adult Sports/Softball	$ 7,502	$ 7,502

ALLOCATION SUMMARY

1001-CMO-1300 Human Resources

	General Employee Support	Total
1001-PCS-7503 Youth Sports/Basketball	$ 6,110	$ 6,110
1001-PCS-7504 Youth Sports/Tee Ball	$ 1,675	$ 1,675
1001-PCS-7505 Contracted Sports Programs	$ 9,085	$ 9,085
1001-PCS-7510 Other Facility Operations Admin	$ 649	$ 649
1001-PCS-7511 Stager Gym Rental	$ 6,144	$ 6,144
1001-PCS-7513 Civic Center Rentals	$ 2,595	$ 2,595
1001-PCS-7514 Library Rentals	$ 3,269	$ 3,269
1001-PCS-7515 Parks Rental	$ 20,557	$ 20,557
1001-PCS-7600 Aquatics Program Admin	$ 12,326	$ 12,326
1001-PCS-7601 Recreation Swimming	$ 3,724	$ 3,724
1001-PCS-7602 Competitive Swimming	$ 9,577	$ 9,577
1001-PCS-7603 Fitness Programs	$ 10,356	$ 10,356
1001-PCS-7604 Swim Lessons	$ 23,102	$ 23,102
1001-PCS-7605 Contracted Aquatic Programs	$ 22,681	$ 22,681
1001-PCS-7611 Waterpark Operations	$ 98,149	$ 98,149
1001-PCS-7612 Wave Concessions	$ 649	$ 649
1001-PCS-7620 Wave Facility Admin	$ 6,487	$ 6,487
1001-PCS-7621 Wave Facility Rental	$ 15,726	$ 15,726
1001-CDD-8200 Planning	$ 128,295	$ 128,295
1001-CDD-8300 Building & Safety	$ 97,311	$ 97,311
2302-PWD- Measure D	$ 8,434	$ 8,434
2901-CDD- Affordable Housing	$ 24,003	$ 24,003
2907-CMO- American Rescue Plan Act (ARPA)	$ 12,975	$ 12,975
5301-PWD- Fallon Village GHAD	$ 1,297	$ 1,297
5302-PWD- Schaefer Ranch GHAD	$ 1,297	$ 1,297
5321-PWD- Fallon Crossing	$ 649	$ 649
6605-CMO- Information Systems Fund	$ 104,248	$ 104,248
Total	**$ 1,605,223**	**$ 1,605,223**

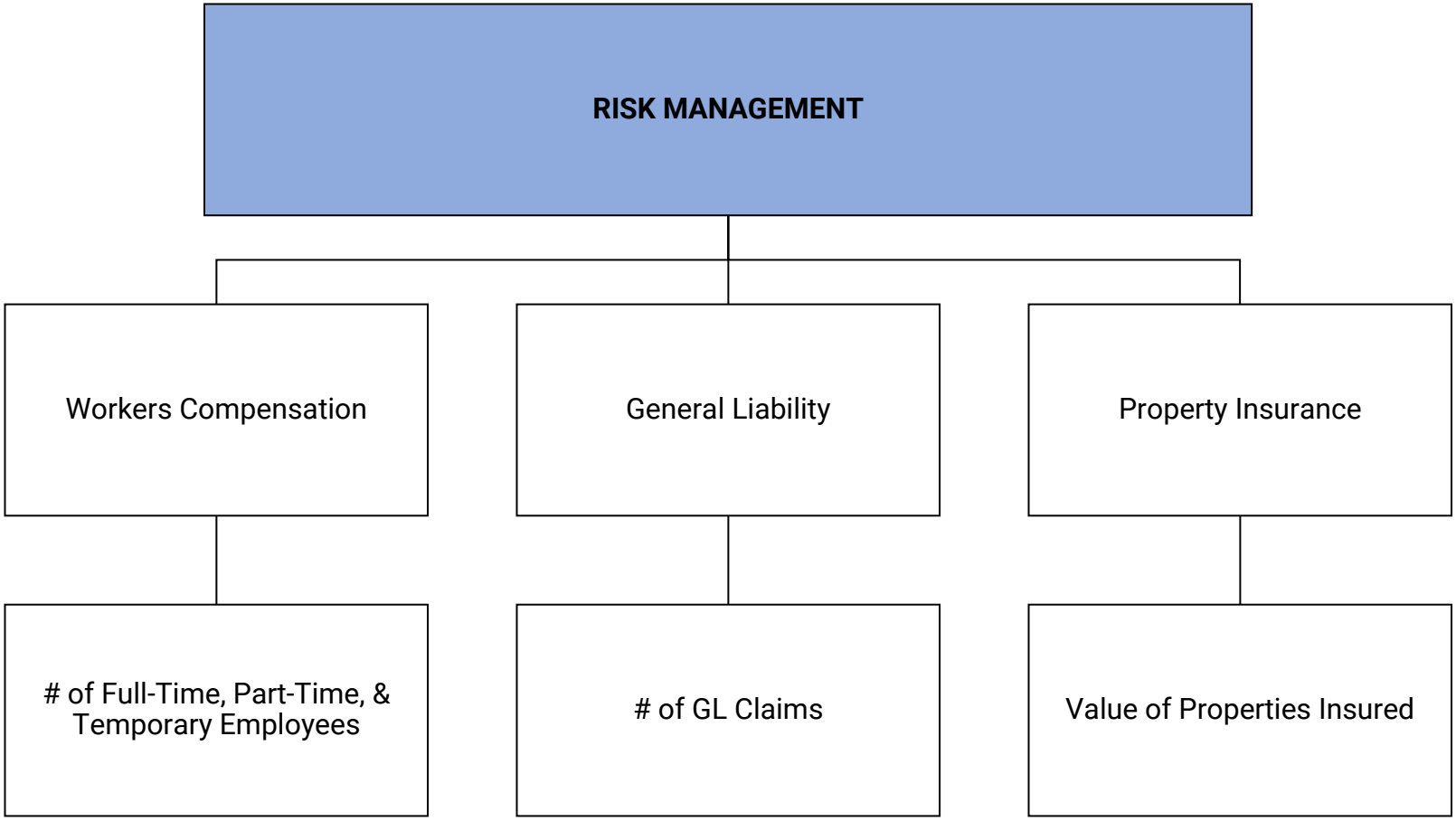
6 Risk Management

Risk Management houses all risk-related and insurance premiums for the city. The costs for the Risk Management are allocated to Receiving Departments as follow.

- **Workers Compensation –** represents insurance premium costs associated with investigation, management, and processing of workers compensation claims. These costs have been allocated based on the number of full-time, part-time, and temporary employees.
- **General Liability –** represents insurance premium costs associated with investigation, management, and processing of general liability claims. These costs have been allocated based on a three-year average number of general liability claims[2].
- **Property Insurance –** represents costs associated with acquiring and maintaining insurance policies for City assets. These costs have been allocated based on the value of properties insured (including vehicles).

The chart on the following page illustrates the functions and measures used to allocate City Clerk's costs. The top tier shows the Central Service department, the second tier shows the functions developed, and the third tier shows the measures used to allocate costs citywide. The pages following the chart provide an aggregate picture of the department's expenses, a function-by-function breakdown of expenses, each function's allocation, and an allocation summary.

[2] Fiscal Year 20-21, 21-22, & 22-23 general liability claims were used in the three-year average.


RISK MANAGEMENT
Workers Compensation
General Liability
Property Insurance
# of Full-Time, Part-Time, & Temporary Employees
# of GL Claims
Value of Properties Insured

COSTS TO BE ALLOCATED

1001-CMO-1310 Risk Management

	First Allocation	Second Allocation	Total
Departmental Expenditures	$ 2,616,600		$ 2,616,600
Total Deductions	$ -		$ -
Incoming Costs			
1001-CAO-1900 City Attorney		$ 3,089	$ 3,089
1001-ASD-2000 Finance		$ 509	$ 509
Total Incoming Costs	**$ -**	**$ 3,598**	**$ 3,598**
Total Cost Adjustments	**$ -**		**$ -**
Total Costs to be Allocated	**$ 2,616,600**	**$ 3,598**	**$ 2,620,198**

DEPARTMENTAL EXPENSE DETAIL

1001-CMO-1310 Risk Management

Expense Type	Expense ($)	Workers Compensation	General Liability	Property Insurance
Personnel				
Subtotal Personnel Cost	**$ -**	**$ -**	**$ -**	**$ -**
Operating Services & Supplies				
Insurance	$ 2,604,600	$ 976,725	$ 1,085,250	$ 542,625
Workers Compensation	$ 12,000	$ 12,000	$ -	$ -
Subtotal Operating Cost	**$ 2,616,600**	**$ 988,725**	**$ 1,085,250**	**$ 542,625**
DEPARTMENTAL EXPENDITURES	**$ 2,616,600**	**$ 988,725**	**$ 1,085,250**	**$ 542,625**
Disallowed Costs				
Subtotal Disallowed Costs	**$ -**	**$ -**	**$ -**	**$ -**
Cost Adjustments				
Subtotal Cost Adjustments	**$ -**	**$ -**	**$ -**	**$ -**
FUNCTIONAL COST	**$ 2,616,600**	**$ 988,725**	**$ 1,085,250**	**$ 542,625**
First Allocation				
Incoming - All Others	$ -	$ -	$ -	$ -
Reallocate Admin Costs	$ -	$ -	$ -	$ -
Unallocated Costs	$ -	$ -	$ -	$ -
Subtotal of First Allocation	**$ 2,616,600**	**$ 988,725**	**$ 1,085,250**	**$ 542,625**
Second Allocation				
Incoming - All Others	$ 3,598	$ 1,359	$ 1,492	$ 746
Reallocate Admin Costs	$ -	$ -	$ -	$ -
Unallocated Costs	$ -	$ -	$ -	$ -
Subtotal of Second Allocation	**$ 3,598**	**$ 1,359**	**$ 1,492**	**$ 746**
TOTAL ALLOCATED	**$ 2,620,198**	**$ 990,084**	**$ 1,086,742**	**$ 543,371**

1001-CMO-1310 Risk Management

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Workers Compensation							
1001-CMO-1100 City Manager	5.25	4.167%	$ 41,203		$ 41,203		$ 41,203
1001-CMO-1200 City Clerk	4.50	3.572%	$ 35,316		$ 35,316		$ 35,316
1001-CMO-1300 Human Resources	3.73	2.963%	$ 29,300		$ 29,300		$ 29,300
1001-CMO-1600 Communications	2.15	1.707%	$ 16,873		$ 16,873	$ 26	$ 16,899
1001-ASD-2000 Finance	7.90	6.271%	$ 62,000		$ 62,000	$ 95	$ 62,095
1001-PWD-6000 Public Works Administration	6.20	4.921%	$ 48,658		$ 48,658	$ 75	$ 48,733
1001-CMO-1500 Economic Development	2.10	1.667%	$ 16,481		$ 16,481	$ 25	$ 16,506
1001-CMO-1810 Disaster Preparedness	0.75	0.595%	$ 5,886		$ 5,886	$ 9	$ 5,895
1001-PSD-3100 Police Operations Support	4.00	3.175%	$ 31,392		$ 31,392	$ 48	$ 31,441
1001-FSD-3800 Fire Prevention	1.00	0.794%	$ 7,848		$ 7,848	$ 12	$ 7,860
1001-PWD-6100 Engineering	0.75	0.595%	$ 5,886		$ 5,886	$ 9	$ 5,895
1001-PWD-6110 Capital Improvement Program	4.00	3.175%	$ 31,392		$ 31,392	$ 48	$ 31,441
1001-PWD-6120 Development	4.05	3.215%	$ 31,785		$ 31,785	$ 49	$ 31,834
1001-PWD-6130 Transportation	2.75	2.183%	$ 21,582		$ 21,582	$ 33	$ 21,616
1001-PWD-6200 Environment & Sustainability	1.35	1.072%	$ 10,595		$ 10,595	$ 16	$ 10,611
1001-PWD-6231 AVI Franchise Agreement	0.10	0.079%	$ 785		$ 785	$ 1	$ 786
1001-PWD-6300 Maintenance	2.00	1.588%	$ 15,696		$ 15,696	$ 24	$ 15,720
1001-PCS-7000 Parks & Community Services	5.04	4.002%	$ 39,567		$ 39,567	$ 61	$ 39,628
1001-PCS-7010 Contracted Classes & Programs	0.35	0.278%	$ 2,747		$ 2,747	$ 4	$ 2,751
1001-PCS-7011 Contracted Fitness & Wellness	0.30	0.238%	$ 2,354		$ 2,354	$ 4	$ 2,358
1001-PCS-7012 Contracted Leisure	0.20	0.159%	$ 1,570		$ 1,570	$ 2	$ 1,572
1001-PCS-7100 Community Events & Festivals	2.15	1.707%	$ 16,873		$ 16,873	$ 26	$ 16,899
1001-PCS-7101 St. Patrick's Day Festival	0.01	0.004%	$ 40		$ 40	$ 0	$ 40
1001-PCS-7102 Santa Breakfast/Tree Lighting	0.02	0.015%	$ 153		$ 153	$ 0	$ 153
1001-PCS-7104 Farmer's Market/Concerts	0.04	0.034%	$ 332		$ 332	$ 1	$ 333
1001-PCS-7105 Family Campouts	0.06	0.044%	$ 437		$ 437	$ 1	$ 437
1001-PCS-7107 Outdoor Movie Nights	0.02	0.014%	$ 140		$ 140	$ 0	$ 140
1001-PCS-7108 Ghosts of Dublin/Harvest Fair	0.07	0.052%	$ 516		$ 516	$ 1	$ 517
1001-PCS-7111 Community Outreach Events	0.09	0.075%	$ 740		$ 740	$ 1	$ 741
1001-PCS-7113 City Presented Performances	0.06	0.050%	$ 497		$ 497	$ 1	$ 498
1001-PCS-7120 Arts Activities Admin	0.70	0.556%	$ 5,494		$ 5,494	$ 8	$ 5,502
1001-PCS-7134 Cultrual Art Classes	0.19	0.154%	$ 1,525		$ 1,525	$ 2	$ 1,528
1001-PCS-7210 Heritage Ctr Programs Admin	0.50	0.397%	$ 3,924		$ 3,924	$ 6	$ 3,930
1001-PCS-7211 Tours & Hands-on History	0.23	0.184%	$ 1,822		$ 1,822	$ 3	$ 1,825

1001-CMO-1310 Risk Management

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7213 Heritage Exhibit & Collections	0.02	0.015%	$ 144		$ 144	$ 0	$ 145
1001-PCS-7220 Heritage Ctr Ops Admin	0.82	0.651%	$ 6,436		$ 6,436	$ 10	$ 6,446
1001-PCS-7221 Heritage Ctr Rental	0.15	0.116%	$ 1,145		$ 1,145	$ 2	$ 1,147
1001-PCS-7300 Senior Programs Admin	0.45	0.357%	$ 3,532		$ 3,532	$ 5	$ 3,537
1001-PCS-7301 Senior Program Trips and Tours	0.10	0.079%	$ 785		$ 785	$ 1	$ 786
1001-PCS-7302 Senior Program Activities	0.35	0.279%	$ 2,760		$ 2,760	$ 4	$ 2,764
1001-PCS-7303 Senior Program Lunch Program	0.15	0.119%	$ 1,177		$ 1,177	$ 2	$ 1,179
1001-PCS-7304 Senior Program Special Events	0.25	0.198%	$ 1,962		$ 1,962	$ 3	$ 1,965
1001-PCS-7305 Senior Volunteer Program	0.20	0.159%	$ 1,570		$ 1,570	$ 2	$ 1,572
1001-PCS-7306 Contracted Senior Classes	0.30	0.241%	$ 2,379		$ 2,379	$ 4	$ 2,383
1001-PCS-7310 Senior Ctr Facility Ops Admin	1.28	1.016%	$ 10,041		$ 10,041	$ 15	$ 10,057
1001-PCS-7311 Senior Ctr Rental	1.10	0.870%	$ 8,601		$ 8,601	$ 13	$ 8,614
1001-PCS-7400 Family Programs Admin	0.35	0.278%	$ 2,747		$ 2,747	$ 4	$ 2,751
1001-PCS-7401 After School Recreation	2.92	2.315%	$ 22,892		$ 22,892	$ 35	$ 22,928
1001-PCS-7402 Full Day Camps	0.75	0.598%	$ 5,911		$ 5,911	$ 9	$ 5,920
1001-PCS-7403 Half Day Camps	0.26	0.203%	$ 2,012		$ 2,012	$ 3	$ 2,015
1001-PCS-7404 Student Union	0.35	0.278%	$ 2,747		$ 2,747	$ 4	$ 2,751
1001-PCS-7405 Dublin L.E.A.D	0.10	0.079%	$ 785		$ 785	$ 1	$ 786
1001-PCS-7410 PreSchool Admin	0.45	0.357%	$ 3,532		$ 3,532	$ 5	$ 3,537
1001-PCS-7411 Shannon Preschool	1.21	0.962%	$ 9,510		$ 9,510	$ 15	$ 9,525
1001-PCS-7413 PreSchool Camps	0.18	0.144%	$ 1,423		$ 1,423	$ 2	$ 1,426
1001-PCS-7420 Shannon Ctr Facility Ops	0.16	0.126%	$ 1,249		$ 1,249	$ 2	$ 1,251
1001-PCS-7421 Shannon Ctr Rental	1.33	1.052%	$ 10,399		$ 10,399	$ 16	$ 10,415
1001-PCS-7500 Sports Admin	0.45	0.357%	$ 3,532		$ 3,532	$ 5	$ 3,537
1001-PCS-7501 Adult Sports/Basketball	0.46	0.364%	$ 3,595		$ 3,595	$ 6	$ 3,601
1001-PCS-7502 Adult Sports/Softball	0.58	0.459%	$ 4,538		$ 4,538	$ 7	$ 4,545
1001-PCS-7503 Youth Sports/Basketball	0.47	0.374%	$ 3,696		$ 3,696	$ 6	$ 3,701
1001-PCS-7504 Youth Sports/Tee Ball	0.13	0.102%	$ 1,013		$ 1,013	$ 2	$ 1,015
1001-PCS-7505 Contracted Sports Programs	0.70	0.556%	$ 5,495		$ 5,495	$ 8	$ 5,504
1001-PCS-7510 Other Facility Operations Admin	0.05	0.040%	$ 392		$ 392	$ 1	$ 393
1001-PCS-7511 Stager Gym Rental	0.47	0.376%	$ 3,716		$ 3,716	$ 6	$ 3,722
1001-PCS-7513 Civic Center Rentals	0.20	0.159%	$ 1,570		$ 1,570	$ 2	$ 1,572
1001-PCS-7514 Library Rentals	0.25	0.200%	$ 1,977		$ 1,977	$ 3	$ 1,980
1001-PCS-7515 Parks Rental	1.58	1.258%	$ 12,434		$ 12,434	$ 19	$ 12,453
1001-PCS-7600 Aquatics Program Admin	0.95	0.754%	$ 7,456		$ 7,456	$ 11	$ 7,467
1001-PCS-7601 Recreation Swimming	0.29	0.228%	$ 2,253		$ 2,253	$ 3	$ 2,256
1001-PCS-7602 Competitive Swimming	0.74	0.586%	$ 5,793		$ 5,793	$ 9	$ 5,802
1001-PCS-7603 Fitness Programs	0.80	0.634%	$ 6,264		$ 6,264	$ 10	$ 6,274

1001-CMO-1310 Risk Management

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7604 Swim Lessons	1.78	1.413%	$ 13,974		$ 13,974	$ 22	$ 13,995
1001-PCS-7605 Contracted Aquatic Programs	1.75	1.388%	$ 13,719		$ 13,719	$ 21	$ 13,740
1001-PCS-7611 Waterpark Operations	7.56	6.004%	$ 59,367		$ 59,367	$ 91	$ 59,459
1001-PCS-7612 Wave Concessions	0.05	0.040%	$ 392		$ 392	$ 1	$ 393
1001-PCS-7620 Wave Facility Admin	0.50	0.397%	$ 3,924		$ 3,924	$ 6	$ 3,930
1001-PCS-7621 Wave Facility Rental	1.21	0.962%	$ 9,512		$ 9,512	$ 15	$ 9,527
1001-CDD-8200 Planning	9.89	7.849%	$ 77,602		$ 77,602	$ 119	$ 77,721
1001-CDD-8300 Building & Safety	7.50	5.953%	$ 58,861		$ 58,861	$ 91	$ 58,951
2302-PWD- Measure D	0.65	0.516%	$ 5,101		$ 5,101	$ 8	$ 5,109
2901-CDD- Affordable Housing	1.85	1.468%	$ 14,519		$ 14,519	$ 22	$ 14,541
2907-CMO- American Rescue Plan Act (ARPA)	1.00	0.794%	$ 7,848		$ 7,848	$ 12	$ 7,860
5301-PWD- Fallon Village GHAD	0.10	0.079%	$ 785		$ 785	$ 1	$ 786
5302-PWD- Schaefer Ranch GHAD	0.10	0.079%	$ 785		$ 785	$ 1	$ 786
5321-PWD- Fallon Crossing	0.05	0.040%	$ 392		$ 392	$ 1	$ 393
6605-CMO- Information Systems Fund	8.03	6.378%	$ 63,056		$ 63,056	$ 97	$ 63,154
Total	**125.98**	**100.000%**	**$ 988,725**	**$ -**	**$ 988,725**	**$ 1,359**	**$ 990,084**

Allocation Basis: **# of Full-Time, Part-Time, & Temporary Employees**

Source of Allocation: **Personnel Report**

1001-CMO-1310 Risk Management

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
General Liability							
1001-CCO-1000 City Council	0.67	2.174%	$ 23,592		$ 23,592		$ 23,592
1001-CMO-1100 City Manager	0.67	2.174%	$ 23,592		$ 23,592		$ 23,592
1001-PSD-3100 Police Operations Support	10.00	32.609%	$ 353,886		$ 353,886	$ 509	$ 354,395
1001-PWD-6320 Parks	2.00	6.522%	$ 70,777		$ 70,777	$ 102	$ 70,879
1001-PWD-6330 Streets	12.67	41.304%	$ 448,255		$ 448,255	$ 644	$ 448,900
1001-PWD-6334 Sidewalks	1.00	3.261%	$ 35,389		$ 35,389	$ 51	$ 35,439
1001-PWD-6338 Street Tree Maintenance	1.67	5.435%	$ 58,981		$ 58,981	$ 85	$ 59,066
1001-PCS-7000 Parks & Community Services	1.33	4.348%	$ 47,185		$ 47,185	$ 68	$ 47,253
1001-PCS-7300 Senior Programs Admin	0.33	1.087%	$ 11,796		$ 11,796	$ 17	$ 11,813
2901-CDD- Affordable Housing	0.33	1.087%	$ 11,796		$ 11,796	$ 17	$ 11,813
Total	**30.67**	**100.000%**	**$ 1,085,250**	**$ -**	**$ 1,085,250**	**$ 1,492**	**$ 1,086,742**

Allocation Basis: **3 Yr Avg # of GL Claims**

Source of Allocation: **Claims Log**

1001-CMO-1310 Risk Management

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Property Insurance							
1001-CMO-1100 City Manager	1,497,838.49	0.680%	$ 3,689		$ 3,689		$ 3,689
1001-CMO-1200 City Clerk	1,283,861.57	0.583%	$ 3,162		$ 3,162		$ 3,162
1001-CMO-1300 Human Resources	998,559.00	0.453%	$ 2,459		$ 2,459		$ 2,459
1001-CMO-1600 Communications	613,400.53	0.278%	$ 1,511		$ 1,511	$ 2	$ 1,513
1001-ASD-2000 Finance	2,253,890.30	1.023%	$ 5,551		$ 5,551	$ 8	$ 5,559
1001-PWD-6000 Public Works Administration	5,107,349.57	2.318%	$ 12,579		$ 12,579	$ 18	$ 12,597
1001-NDD-0120 Library Services	16,260,543.00	7.381%	$ 40,049		$ 40,049	$ 56	$ 40,105
1001-CMO-1500 Economic Development	599,135.40	0.272%	$ 1,476		$ 1,476	$ 2	$ 1,478
1001-CMO-1810 Disaster Preparedness	213,976.93	0.097%	$ 527		$ 527	$ 1	$ 528
1001-PSD-3100 Police Operations Support	22,454,893.98	10.192%	$ 55,305		$ 55,305	$ 77	$ 55,383
1001-FSD-3800 Fire Prevention	24,862,359.57	11.285%	$ 61,235		$ 61,235	$ 86	$ 61,320
1001-PWD-6100 Engineering	213,976.93	0.097%	$ 527		$ 527	$ 1	$ 528
1001-PWD-6110 Capital Improvement Program	1,141,210.28	0.518%	$ 2,811		$ 2,811	$ 4	$ 2,815
1001-PWD-6120 Development	1,155,475.41	0.524%	$ 2,846		$ 2,846	$ 4	$ 2,850
1001-PWD-6130 Transportation	889,000.07	0.404%	$ 2,190		$ 2,190	$ 3	$ 2,193
1001-PWD-6200 Environment & Sustainability	385,158.47	0.175%	$ 949		$ 949	$ 1	$ 950
1001-PWD-6231 AVI Franchise Agreement	28,530.26	0.013%	$ 70		$ 70	$ 0	$ 70
1001-PWD-6300 Maintenance	570,605.14	0.259%	$ 1,405		$ 1,405	$ 2	$ 1,407
1001-PWD-6331 Bridges	227,330.00	0.103%	$ 560		$ 560	$ 1	$ 561
1001-PWD-6332 Landscaping	1,632,113.00	0.741%	$ 4,020		$ 4,020	$ 6	$ 4,025
1001-PWD-6336 Streetlights	17,361,176.00	7.880%	$ 42,760		$ 42,760	$ 60	$ 42,819
1001-PWD-6337 Traffic Signals	37,362.00	0.017%	$ 92		$ 92	$ 0	$ 92
1001-PCS-7000 Parks & Community Services	1,786,652.54	0.811%	$ 4,400		$ 4,400	$ 6	$ 4,407
1001-PCS-7010 Contracted Classes & Programs	99,855.90	0.045%	$ 246		$ 246	$ 0	$ 246
1001-PCS-7011 Contracted Fitness & Wellness	85,590.77	0.039%	$ 211		$ 211	$ 0	$ 211
1001-PCS-7012 Contracted Leisure	57,060.51	0.026%	$ 141		$ 141	$ 0	$ 141
1001-PCS-7100 Community Events & Festivals	613,400.53	0.278%	$ 1,511		$ 1,511	$ 2	$ 1,513
1001-PCS-7113 City Presented Performances	14,265.13	0.006%	$ 35		$ 35	$ 0	$ 35
1001-PCS-7120 Arts Activities Admin	199,711.80	0.091%	$ 492		$ 492	$ 1	$ 493
1001-PCS-7210 Heritage Ctr Programs Admin	142,651.29	0.065%	$ 351		$ 351	$ 0	$ 352
1001-PCS-7220 Heritage Ctr Ops Admin	2,529,158.16	1.148%	$ 6,229		$ 6,229	$ 9	$ 6,238
1001-PCS-7300 Senior Programs Admin	128,386.16	0.058%	$ 316		$ 316	$ 0	$ 317
1001-PCS-7301 Senior Program Trips and Tours	28,530.26	0.013%	$ 70		$ 70	$ 0	$ 70
1001-PCS-7302 Senior Program Activities	99,855.90	0.045%	$ 246		$ 246	$ 0	$ 246
1001-PCS-7303 Senior Program Lunch Program	42,795.39	0.019%	$ 105		$ 105	$ 0	$ 106

1001-CMO-1310 Risk Management

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7304 Senior Program Special Events	71,325.64	0.032%	$ 176		$ 176	$ 0	$ 176
1001-PCS-7305 Senior Volunteer Program	57,060.51	0.026%	$ 141		$ 141	$ 0	$ 141
1001-PCS-7306 Contracted Senior Classes	85,590.77	0.039%	$ 211		$ 211	$ 0	$ 211
1001-PCS-7310 Senior Ctr Facility Ops Admin	6,374,211.03	2.893%	$ 15,699		$ 15,699	$ 22	$ 15,721
1001-PCS-7311 Senior Ctr Rental	213,976.93	0.097%	$ 527		$ 527	$ 1	$ 528
1001-PCS-7400 Family Programs Admin	99,855.90	0.045%	$ 246		$ 246	$ 0	$ 246
1001-PCS-7401 After School Recreation	85,590.77	0.039%	$ 211		$ 211	$ 0	$ 211
1001-PCS-7402 Full Day Camps	28,530.26	0.013%	$ 70		$ 70	$ 0	$ 70
1001-PCS-7403 Half Day Camps	28,530.26	0.013%	$ 70		$ 70	$ 0	$ 70
1001-PCS-7404 Student Union	99,855.90	0.045%	$ 246		$ 246	$ 0	$ 246
1001-PCS-7405 Dublin L.E.A.D	28,530.26	0.013%	$ 70		$ 70	$ 0	$ 70
1001-PCS-7410 PreSchool Admin	128,386.16	0.058%	$ 316		$ 316	$ 0	$ 317
1001-PCS-7411 Shannon Preschool	57,060.51	0.026%	$ 141		$ 141	$ 0	$ 141
1001-PCS-7413 PreSchool Camps	28,530.26	0.013%	$ 70		$ 70	$ 0	$ 70
1001-PCS-7420 Shannon Ctr Facility Ops	10,683,132.39	4.849%	$ 26,312		$ 26,312	$ 37	$ 26,349
1001-PCS-7421 Shannon Ctr Rental	85,590.77	0.039%	$ 211		$ 211	$ 0	$ 211
1001-PCS-7500 Sports Admin	128,386.16	0.058%	$ 316		$ 316	$ 0	$ 317
1001-PCS-7501 Adult Sports/Basketball	122,680.11	0.056%	$ 302		$ 302	$ 0	$ 303
1001-PCS-7502 Adult Sports/Softball	122,680.11	0.056%	$ 302		$ 302	$ 0	$ 303
1001-PCS-7503 Youth Sports/Basketball	85,590.77	0.039%	$ 211		$ 211	$ 0	$ 211
1001-PCS-7504 Youth Sports/Tee Ball	14,265.13	0.006%	$ 35		$ 35	$ 0	$ 35
1001-PCS-7505 Contracted Sports Programs	196,858.77	0.089%	$ 485		$ 485	$ 1	$ 486
1001-PCS-7510 Other Facility Operations Admin	24,414,284.13	11.082%	$ 60,131		$ 60,131	$ 84	$ 60,215
1001-PCS-7511 Stager Gym Rental	28,530.26	0.013%	$ 70		$ 70	$ 0	$ 70
1001-PCS-7513 Civic Center Rentals	57,060.51	0.026%	$ 141		$ 141	$ 0	$ 141
1001-PCS-7514 Library Rentals	71,325.64	0.032%	$ 176		$ 176	$ 0	$ 176
1001-PCS-7515 Parks Rental	299,567.70	0.136%	$ 738		$ 738	$ 1	$ 739
1001-PCS-7600 Aquatics Program Admin	271,037.44	0.123%	$ 668		$ 668	$ 1	$ 668
1001-PCS-7601 Recreation Swimming	71,325.64	0.032%	$ 176		$ 176	$ 0	$ 176
1001-PCS-7602 Competitive Swimming	99,855.90	0.045%	$ 246		$ 246	$ 0	$ 246
1001-PCS-7603 Fitness Programs	114,121.03	0.052%	$ 281		$ 281	$ 0	$ 281
1001-PCS-7604 Swim Lessons	142,651.29	0.065%	$ 351		$ 351	$ 0	$ 352
1001-PCS-7611 Waterpark Operations	370,893.34	0.168%	$ 913		$ 913	$ 1	$ 915
1001-PCS-7612 Wave Concessions	433,504.13	0.197%	$ 1,068		$ 1,068	$ 1	$ 1,069
1001-PCS-7620 Wave Facility Admin	57,069,698.29	25.904%	$ 140,560		$ 140,560	$ 197	$ 140,756
1001-PCS-7621 Wave Facility Rental	99,855.90	0.045%	$ 246		$ 246	$ 0	$ 246
1001-CDD-8200 Planning	2,753,169.80	1.250%	$ 6,781		$ 6,781	$ 9	$ 6,790
1001-CDD-8300 Building & Safety	2,168,415.28	0.984%	$ 5,341		$ 5,341	$ 7	$ 5,348

1001-CMO-1310 Risk Management

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
2302-PWD- Measure D	185,446.67	0.084%	$ 457		$ 457	$ 1	$ 457
2701-PWD- Street Light District 1983-1	2,600,271.00	1.180%	$ 6,404		$ 6,404	$ 9	$ 6,413
2901-CDD- Affordable Housing	527,809.75	0.240%	$ 1,300		$ 1,300	$ 2	$ 1,302
2907-CMO- American Rescue Plan Act (ARPA)	285,302.57	0.129%	$ 703		$ 703	$ 1	$ 704
5301-PWD- Fallon Village GHAD	28,530.26	0.013%	$ 70		$ 70	$ 0	$ 70
5302-PWD- Schaefer Ranch GHAD	28,530.26	0.013%	$ 70		$ 70	$ 0	$ 70
5321-PWD- Fallon Crossing	14,265.13	0.006%	$ 35		$ 35	$ 0	$ 35
6605-CMO- Information Systems Fund	2,375,646.56	1.078%	$ 5,851		$ 5,851	$ 8	$ 5,859
-- Other	1,362,239.00	0.618%	$ 3,355		$ 3,355	$ 5	$ 3,360
Total	**220,315,217.00**	**100.000%**	**$ 542,625**	**$ -**	**$ 542,625**	**$ 746**	**$ 543,371**

Allocation Basis: **Value of Properties Insured**

Source of Allocation: **Assest Report**

ALLOCATION SUMMARY

1001-CMO-1310 Risk Management

	Workers Compensation	General Liability	Property Insurance	Total
1001-CCO-1000 City Council	$ -	$ 23,592	$ -	$ 23,592
1001-CMO-1100 City Manager	$ 41,203	$ 23,592	$ 3,689	$ 68,484
1001-CMO-1200 City Clerk	$ 35,316	$ -	$ 3,162	$ 38,479
1001-CMO-1300 Human Resources	$ 29,300	$ -	$ 2,459	$ 31,760
1001-CMO-1600 Communications	$ 16,899	$ -	$ 1,513	$ 18,412
1001-ASD-2000 Finance	$ 62,095	$ -	$ 5,559	$ 67,654
1001-PWD-6000 Public Works Administration	$ 48,733	$ -	$ 12,597	$ 61,330
1001-NDD-0120 Library Services	$ -	$ -	$ 40,105	$ 40,105
1001-CMO-1500 Economic Development	$ 16,506	$ -	$ 1,478	$ 17,984
1001-CMO-1810 Disaster Preparedness	$ 5,895	$ -	$ 528	$ 6,423
1001-PSD-3100 Police Operations Support	$ 31,441	$ 354,395	$ 55,383	$ 441,218
1001-FSD-3800 Fire Prevention	$ 7,860	$ -	$ 61,320	$ 69,181
1001-PWD-6100 Engineering	$ 5,895	$ -	$ 528	$ 6,423
1001-PWD-6110 Capital Improvement Program	$ 31,441	$ -	$ 2,815	$ 34,255
1001-PWD-6120 Development	$ 31,834	$ -	$ 2,850	$ 34,684
1001-PWD-6130 Transportation	$ 21,616	$ -	$ 2,193	$ 23,808
1001-PWD-6200 Environment & Sustainability	$ 10,611	$ -	$ 950	$ 11,561
1001-PWD-6231 AVI Franchise Agreement	$ 786	$ -	$ 70	$ 856
1001-PWD-6300 Maintenance	$ 15,720	$ -	$ 1,407	$ 17,128
1001-PWD-6320 Parks	$ -	$ 70,879	$ -	$ 70,879
1001-PWD-6330 Streets	$ -	$ 448,900	$ -	$ 448,900
1001-PWD-6331 Bridges	$ -	$ -	$ 561	$ 561
1001-PWD-6332 Landscaping	$ -	$ -	$ 4,025	$ 4,025
1001-PWD-6334 Sidewalks	$ -	$ 35,439	$ -	$ 35,439
1001-PWD-6336 Streetlights	$ -	$ -	$ 42,819	$ 42,819
1001-PWD-6337 Traffic Signals	$ -	$ -	$ 92	$ 92
1001-PWD-6338 Street Tree Maintenance	$ -	$ 59,066	$ -	$ 59,066
1001-PCS-7000 Parks & Community Services	$ 39,628	$ 47,253	$ 4,407	$ 91,287
1001-PCS-7010 Contracted Classes & Programs	$ 2,751	$ -	$ 246	$ 2,997
1001-PCS-7011 Contracted Fitness & Wellness	$ 2,358	$ -	$ 211	$ 2,569

ALLOCATION SUMMARY

1001-CMO-1310 Risk Management

	Workers Compensation	General Liability	Property Insurance	Total
1001-PCS-7012 Contracted Leisure	$ 1,572	$ -	$ 141	$ 1,713
1001-PCS-7100 Community Events & Festivals	$ 16,899	$ -	$ 1,513	$ 18,412
1001-PCS-7101 St. Patrick's Day Festival	$ 40	$ -	$ -	$ 40
1001-PCS-7102 Santa Breakfast/Tree Lighting	$ 153	$ -	$ -	$ 153
1001-PCS-7104 Farmer's Market/Concerts	$ 333	$ -	$ -	$ 333
1001-PCS-7105 Family Campouts	$ 437	$ -	$ -	$ 437
1001-PCS-7107 Outdoor Movie Nights	$ 140	$ -	$ -	$ 140
1001-PCS-7108 Ghosts of Dublin/Harvest Fair	$ 517	$ -	$ -	$ 517
1001-PCS-7111 Community Outreach Events	$ 741	$ -	$ -	$ 741
1001-PCS-7113 City Presented Performances	$ 498	$ -	$ 35	$ 533
1001-PCS-7120 Arts Activities Admin	$ 5,502	$ -	$ 493	$ 5,995
1001-PCS-7134 Cultrual Art Classes	$ 1,528	$ -	$ -	$ 1,528
1001-PCS-7201 Burials	$ 15	$ -	$ -	$ 15
1001-PCS-7210 Heritage Ctr Programs Admin	$ 3,930	$ -	$ 352	$ 4,282
1001-PCS-7211 Tours & Hands-on History	$ 1,825	$ -	$ -	$ 1,825
1001-PCS-7213 Heritage Exhibit & Collections	$ 145	$ -	$ -	$ 145
1001-PCS-7220 Heritage Ctr Ops Admin	$ 6,446	$ -	$ 6,238	$ 12,684
1001-PCS-7221 Heritage Ctr Rental	$ 1,147	$ -	$ -	$ 1,147
1001-PCS-7300 Senior Programs Admin	$ 3,537	$ 11,813	$ 317	$ 15,667
1001-PCS-7301 Senior Program Trips and Tours	$ 786	$ -	$ 70	$ 856
1001-PCS-7302 Senior Program Activities	$ 2,764	$ -	$ 246	$ 3,011
1001-PCS-7303 Senior Program Lunch Program	$ 1,179	$ -	$ 106	$ 1,285
1001-PCS-7304 Senior Program Special Events	$ 1,965	$ -	$ 176	$ 2,141
1001-PCS-7305 Senior Volunteer Program	$ 1,572	$ -	$ 141	$ 1,713
1001-PCS-7306 Contracted Senior Classes	$ 2,383	$ -	$ 211	$ 2,594
1001-PCS-7310 Senior Ctr Facility Ops Admin	$ 10,057	$ -	$ 15,721	$ 25,778
1001-PCS-7311 Senior Ctr Rental	$ 8,614	$ -	$ 528	$ 9,142
1001-PCS-7400 Family Programs Admin	$ 2,751	$ -	$ 246	$ 2,997
1001-PCS-7401 After School Recreation	$ 22,928	$ -	$ 211	$ 23,139
1001-PCS-7402 Full Day Camps	$ 5,920	$ -	$ 70	$ 5,990
1001-PCS-7403 Half Day Camps	$ 2,015	$ -	$ 70	$ 2,085

ALLOCATION SUMMARY

1001-CMO-1310 Risk Management

	Workers Compensation	General Liability	Property Insurance	Total
1001-PCS-7404 Student Union	$ 2,751	$ -	$ 246	$ 2,997
1001-PCS-7405 Dublin L.E.A.D	$ 786	$ -	$ 70	$ 856
1001-PCS-7410 PreSchool Admin	$ 3,537	$ -	$ 317	$ 3,854
1001-PCS-7411 Shannon Preschool	$ 9,525	$ -	$ 141	$ 9,666
1001-PCS-7413 PreSchool Camps	$ 1,426	$ -	$ 70	$ 1,496
1001-PCS-7420 Shannon Ctr Facility Ops	$ 1,251	$ -	$ 26,349	$ 27,600
1001-PCS-7421 Shannon Ctr Rental	$ 10,415	$ -	$ 211	$ 10,626
1001-PCS-7500 Sports Admin	$ 3,537	$ -	$ 317	$ 3,854
1001-PCS-7501 Adult Sports/Basketball	$ 3,601	$ -	$ 303	$ 3,904
1001-PCS-7502 Adult Sports/Softball	$ 4,545	$ -	$ 303	$ 4,847
1001-PCS-7503 Youth Sports/Basketball	$ 3,701	$ -	$ 211	$ 3,913
1001-PCS-7504 Youth Sports/Tee Ball	$ 1,015	$ -	$ 35	$ 1,050
1001-PCS-7505 Contracted Sports Programs	$ 5,504	$ -	$ 486	$ 5,989
1001-PCS-7510 Other Facility Operations Admin	$ 393	$ -	$ 60,215	$ 60,608
1001-PCS-7511 Stager Gym Rental	$ 3,722	$ -	$ 70	$ 3,792
1001-PCS-7513 Civic Center Rentals	$ 1,572	$ -	$ 141	$ 1,713
1001-PCS-7514 Library Rentals	$ 1,980	$ -	$ 176	$ 2,156
1001-PCS-7515 Parks Rental	$ 12,453	$ -	$ 739	$ 13,192
1001-PCS-7600 Aquatics Program Admin	$ 7,467	$ -	$ 668	$ 8,136
1001-PCS-7601 Recreation Swimming	$ 2,256	$ -	$ 176	$ 2,432
1001-PCS-7602 Competitive Swimming	$ 5,802	$ -	$ 246	$ 6,048
1001-PCS-7603 Fitness Programs	$ 6,274	$ -	$ 281	$ 6,555
1001-PCS-7604 Swim Lessons	$ 13,995	$ -	$ 352	$ 14,347
1001-PCS-7605 Contracted Aquatic Programs	$ 13,740	$ -	$ -	$ 13,740
1001-PCS-7611 Waterpark Operations	$ 59,459	$ -	$ 915	$ 60,373
1001-PCS-7612 Wave Concessions	$ 393	$ -	$ 1,069	$ 1,462
1001-PCS-7620 Wave Facility Admin	$ 3,930	$ -	$ 140,756	$ 144,686
1001-PCS-7621 Wave Facility Rental	$ 9,527	$ -	$ 246	$ 9,773
1001-CDD-8200 Planning	$ 77,721	$ -	$ 6,790	$ 84,512
1001-CDD-8300 Building & Safety	$ 58,951	$ -	$ 5,348	$ 64,300
2302-PWD- Measure D	$ 5,109	$ -	$ 457	$ 5,567

ALLOCATION SUMMARY

1001-CMO-1310 Risk Management

	Workers Compensation	General Liability	Property Insurance	Total
2701-PWD- Street Light District 1983-1	$ -	$ -	$ 6,413	$ 6,413
2901-CDD- Affordable Housing	$ 14,541	$ 11,813	$ 1,302	$ 27,656
2907-CMO- American Rescue Plan Act (ARPA)	$ 7,860	$ -	$ 704	$ 8,564
5301-PWD- Fallon Village GHAD	$ 786	$ -	$ 70	$ 856
5302-PWD- Schaefer Ranch GHAD	$ 786	$ -	$ 70	$ 856
5321-PWD- Fallon Crossing	$ 393	$ -	$ 35	$ 428
6605-CMO- Information Systems Fund	$ 63,154	$ -	$ 5,859	$ 69,013
-- Other	$ -	$ -	$ 3,360	$ 3,360
Total	**$ 990,084**	**$ 1,086,742**	**$ 543,371**	**$ 2,620,198**

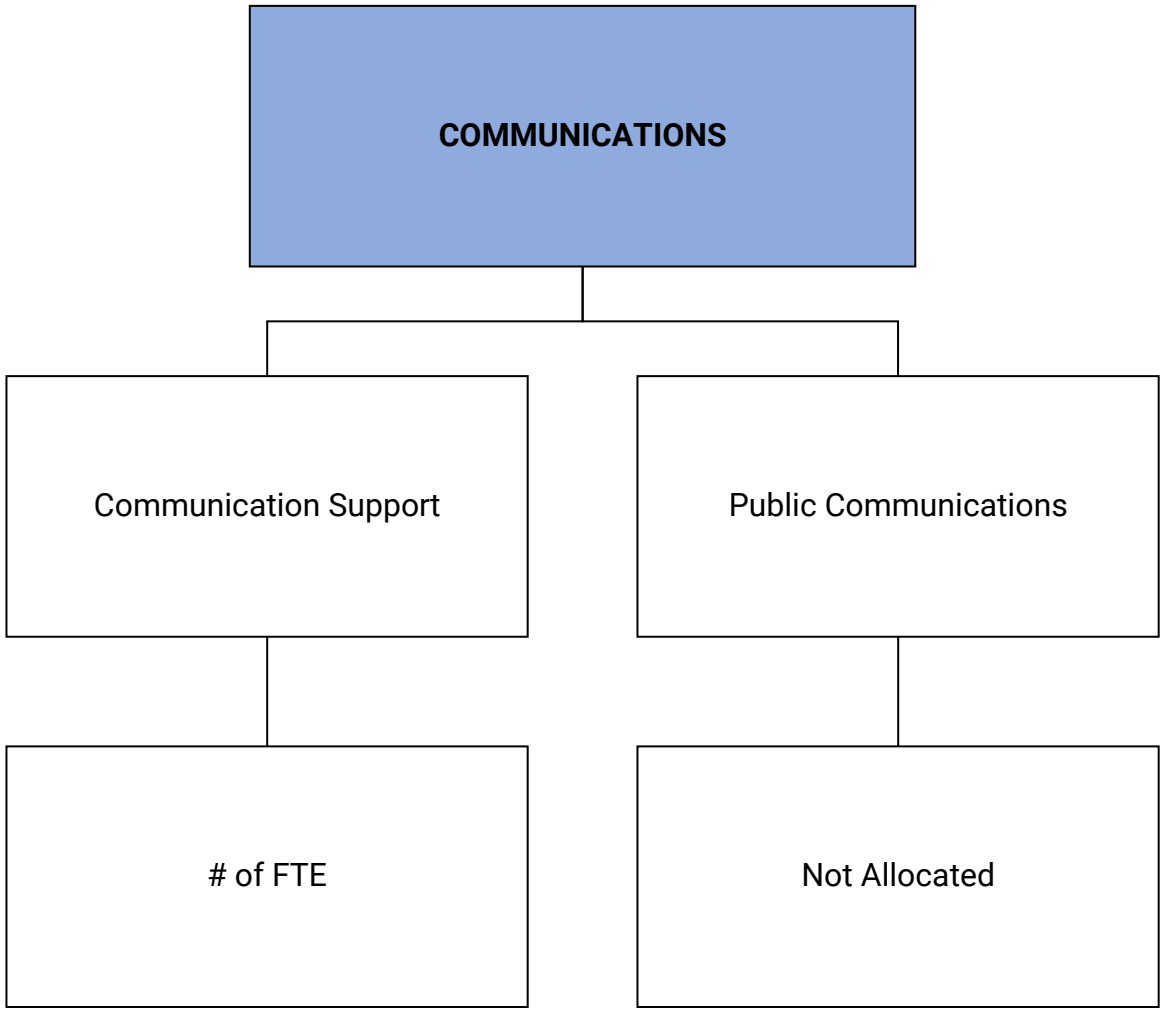
7 Communications

The Communications Office is responsible for managing the flow of information between the City's government and staff and the community. They accomplish this through media relations, social media coordination, website management, and creation of graphic. The costs for Communications are allocated to Receiving Departments as follows

- **Communications Support –** represents costs associated with the coordination and management of the City's communication function; including, addressing media inquiries, updating the City's website and social media, and creating graphics. These costs have been allocated based on the number of full-time employees (FTE)[3].
- **Public Communications –** represents costs associated with keeping the public informed of City services, programs, and activities. Since this function is not in direct support of a City department, the costs are not further allocated through the cost plan.

The chart on the following page illustrates the functions and measures used to allocate Communications' costs. The top tier shows the Central Service department, the second tier shows the functions developed, and the third tier shows the measures used to allocate costs citywide. The pages following the chart provide an aggregate picture of the department's expenses, a function-by-function breakdown of expenses, each function's allocation, and an allocation summary.

[3] To account for more accurate levels of support PSD - Police Operations was weighted at 300% and all PCS Sub-Programs were weighted at 200%.


COMMUNICATIONS
Communication Support
Public Communications
# of FTE
Not Allocated

COSTS TO BE ALLOCATED

1001-CMO-1600 Communications

	First Allocation	Second Allocation	Total
Departmental Expenditures	$ 619,140		$ 619,140
Total Deductions	$ -		$ -
Incoming Costs			
1001-NDD-0010 Non-Departmental	$ 26,411	$ 479	$ 26,890
1001-CCO-1000 City Council	$ 4,022	$ 952	$ 4,974
1001-CMO-1100 City Manager	$ 22,936	$ 4,797	$ 27,732
1001-CMO-1200 City Clerk	$ 13,383	$ 4,756	$ 18,139
1001-CMO-1300 Human Resources	$ 23,211	$ 4,685	$ 27,896
1001-CMO-1310 Risk Management	$ 18,384	$ 28	$ 18,412
1001-CMO-1600 Communications		$ 8,645	$ 8,645
1001-CAO-1900 City Attorney		$ 55	$ 55
1001-ASD-2000 Finance		$ 26,300	$ 26,300
1001-PWD-6311 City Hall		$ 20,407	$ 20,407
Total Incoming Costs	**$ 108,346**	**$ 71,104**	**$ 179,450**
Total Cost Adjustments	**$ -**		**$ -**
Total Costs to be Allocated	**$ 727,486**	**$ 71,104**	**$ 798,590**

DEPARTMENTAL EXPENSE DETAIL

1001-CMO-1600 Communications

Expense Type	Expense ($)	Communication Support	Public Communications
Personnel			
Salary	$ 359,764	$ 359,764	$ -
Benefits	$ 69,748	$ 69,748	$ -
Subtotal Personnel Cost	**$ 429,512**	**$ 429,512**	**$ -**
Operating Services & Supplies			
Professional & Contract Services	$ 72,500	$ -	$ 72,500
Supplies	$ 78,685	$ -	$ 78,685
ISF	$ 38,443	$ 38,443	$ -
Subtotal Operating Cost	**$ 189,628**	**$ 38,443**	**$ 151,185**
DEPARTMENTAL EXPENDITURES	**$ 619,140**	**$ 467,955**	**$ 151,185**
Disallowed Costs			
Subtotal Disallowed Costs	**$ -**	**$ -**	**$ -**
Cost Adjustments			
Subtotal Cost Adjustments	**$ -**	**$ -**	**$ -**
FUNCTIONAL COST	**$ 619,140**	**$ 467,955**	**$ 151,185**
First Allocation			
Incoming - All Others	$ 108,346	$ 81,890	$ 26,457
Reallocate Admin Costs	$ -	$ -	$ -
Unallocated Costs	$ (177,642)	$ -	$ (177,642)
Subtotal of First Allocation	**$ 549,845**	**$ 549,845**	**$ -**
Second Allocation			
Incoming - All Others	$ 71,104	$ 53,742	$ 17,363
Reallocate Admin Costs	$ -	$ -	$ -
Unallocated Costs	$ (17,363)	$ -	$ (17,363)
Subtotal of Second Allocation	**$ 53,742**	**$ 53,742**	**$ -**
TOTAL ALLOCATED	**$ 603,586**	**$ 603,586**	**$ -**

1001-CMO-1600 Communications

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Communication Support							
1001-CMO-1100 City Manager	5.25	3.839%	$ 21,109		$ 21,109		$ 21,109
1001-CMO-1200 City Clerk	4.50	3.291%	$ 18,094		$ 18,094		$ 18,094
1001-CMO-1300 Human Resources	3.50	2.559%	$ 14,073		$ 14,073		$ 14,073
1001-CMO-1600 Communications	2.15	1.572%	$ 8,645		$ 8,645		$ 8,645
1001-ASD-2000 Finance	7.90	5.777%	$ 31,764		$ 31,764	$ 3,499	$ 35,263
1001-PWD-6000 Public Works Administration	6.20	4.534%	$ 24,929		$ 24,929	$ 2,746	$ 27,675
1001-CMO-1500 Economic Development	2.10	1.536%	$ 8,444		$ 8,444	$ 930	$ 9,374
1001-CMO-1810 Disaster Preparedness	0.75	0.548%	$ 3,016		$ 3,016	$ 332	$ 3,348
1001-PSD-3100 Police Operations Support	12.00	8.775%	$ 48,250		$ 48,250	$ 5,314	$ 53,564
1001-FSD-3800 Fire Prevention	1.00	0.731%	$ 4,021		$ 4,021	$ 443	$ 4,464
1001-PWD-6100 Engineering	0.75	0.548%	$ 3,016		$ 3,016	$ 332	$ 3,348
1001-PWD-6110 Capital Improvement Program	4.00	2.925%	$ 16,083		$ 16,083	$ 1,771	$ 17,855
1001-PWD-6120 Development	4.05	2.962%	$ 16,284		$ 16,284	$ 1,794	$ 18,078
1001-PWD-6130 Transportation	2.75	2.011%	$ 11,057		$ 11,057	$ 1,218	$ 12,275
1001-PWD-6200 Environment & Sustainability	1.35	0.987%	$ 5,428		$ 5,428	$ 598	$ 6,026
1001-PWD-6231 AVI Franchise Agreement	0.10	0.073%	$ 402		$ 402	$ 44	$ 446
1001-PWD-6300 Maintenance	2.00	1.463%	$ 8,042		$ 8,042	$ 886	$ 8,927
1001-PCS-7000 Parks & Community Services	9.90	7.239%	$ 39,806		$ 39,806	$ 4,384	$ 44,190
1001-PCS-7010 Contracted Classes & Programs	0.70	0.512%	$ 2,815		$ 2,815	$ 310	$ 3,125
1001-PCS-7011 Contracted Fitness & Wellness	0.60	0.439%	$ 2,412		$ 2,412	$ 266	$ 2,678
1001-PCS-7012 Contracted Leisure	0.40	0.293%	$ 1,608		$ 1,608	$ 177	$ 1,785
1001-PCS-7100 Community Events & Festivals	4.30	3.144%	$ 17,289		$ 17,289	$ 1,904	$ 19,194
1001-PCS-7113 City Presented Performances	0.10	0.073%	$ 402		$ 402	$ 44	$ 446
1001-PCS-7120 Arts Activities Admin	1.40	1.024%	$ 5,629		$ 5,629	$ 620	$ 6,249
1001-PCS-7210 Heritage Ctr Programs Admin	1.00	0.731%	$ 4,021		$ 4,021	$ 443	$ 4,464
1001-PCS-7220 Heritage Ctr Ops Admin	0.90	0.658%	$ 3,619		$ 3,619	$ 399	$ 4,017
1001-PCS-7300 Senior Programs Admin	0.90	0.658%	$ 3,619		$ 3,619	$ 399	$ 4,017
1001-PCS-7301 Senior Program Trips and Tours	0.20	0.146%	$ 804		$ 804	$ 89	$ 893
1001-PCS-7302 Senior Program Activities	0.70	0.512%	$ 2,815		$ 2,815	$ 310	$ 3,125
1001-PCS-7303 Senior Program Lunch Program	0.30	0.219%	$ 1,206		$ 1,206	$ 133	$ 1,339
1001-PCS-7304 Senior Program Special Events	0.50	0.366%	$ 2,010		$ 2,010	$ 221	$ 2,232
1001-PCS-7305 Senior Volunteer Program	0.40	0.293%	$ 1,608		$ 1,608	$ 177	$ 1,785

1001-CMO-1600 Communications

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7306 Contracted Senior Classes	0.60	0.439%	$ 2,412		$ 2,412	$ 266	$ 2,678
1001-PCS-7310 Senior Ctr Facility Ops Admin	0.80	0.585%	$ 3,217		$ 3,217	$ 354	$ 3,571
1001-PCS-7311 Senior Ctr Rental	1.50	1.097%	$ 6,031		$ 6,031	$ 664	$ 6,695
1001-PCS-7400 Family Programs Admin	0.70	0.512%	$ 2,815		$ 2,815	$ 310	$ 3,125
1001-PCS-7401 After School Recreation	0.60	0.439%	$ 2,412		$ 2,412	$ 266	$ 2,678
1001-PCS-7402 Full Day Camps	0.20	0.146%	$ 804		$ 804	$ 89	$ 893
1001-PCS-7403 Half Day Camps	0.20	0.146%	$ 804		$ 804	$ 89	$ 893
1001-PCS-7404 Student Union	0.70	0.512%	$ 2,815		$ 2,815	$ 310	$ 3,125
1001-PCS-7405 Dublin L.E.A.D	0.20	0.146%	$ 804		$ 804	$ 89	$ 893
1001-PCS-7410 PreSchool Admin	0.90	0.658%	$ 3,619		$ 3,619	$ 399	$ 4,017
1001-PCS-7411 Shannon Preschool	0.40	0.293%	$ 1,608		$ 1,608	$ 177	$ 1,785
1001-PCS-7413 PreSchool Camps	0.20	0.146%	$ 804		$ 804	$ 89	$ 893
1001-PCS-7420 Shannon Ctr Facility Ops	0.30	0.219%	$ 1,206		$ 1,206	$ 133	$ 1,339
1001-PCS-7421 Shannon Ctr Rental	0.60	0.439%	$ 2,412		$ 2,412	$ 266	$ 2,678
1001-PCS-7500 Sports Admin	0.90	0.658%	$ 3,619		$ 3,619	$ 399	$ 4,017
1001-PCS-7501 Adult Sports/Basketball	0.86	0.629%	$ 3,458		$ 3,458	$ 381	$ 3,839
1001-PCS-7502 Adult Sports/Softball	0.86	0.629%	$ 3,458		$ 3,458	$ 381	$ 3,839
1001-PCS-7503 Youth Sports/Basketball	0.60	0.439%	$ 2,412		$ 2,412	$ 266	$ 2,678
1001-PCS-7504 Youth Sports/Tee Ball	0.10	0.073%	$ 402		$ 402	$ 44	$ 446
1001-PCS-7505 Contracted Sports Programs	1.38	1.009%	$ 5,549		$ 5,549	$ 611	$ 6,160
1001-PCS-7510 Other Facility Operations Admin	0.10	0.073%	$ 402		$ 402	$ 44	$ 446
1001-PCS-7511 Stager Gym Rental	0.20	0.146%	$ 804		$ 804	$ 89	$ 893
1001-PCS-7513 Civic Center Rentals	0.40	0.293%	$ 1,608		$ 1,608	$ 177	$ 1,785
1001-PCS-7514 Library Rentals	0.50	0.366%	$ 2,010		$ 2,010	$ 221	$ 2,232
1001-PCS-7515 Parks Rental	2.10	1.536%	$ 8,444		$ 8,444	$ 930	$ 9,374
1001-PCS-7600 Aquatics Program Admin	1.90	1.389%	$ 7,640		$ 7,640	$ 841	$ 8,481
1001-PCS-7601 Recreation Swimming	0.50	0.366%	$ 2,010		$ 2,010	$ 221	$ 2,232
1001-PCS-7602 Competitive Swimming	0.70	0.512%	$ 2,815		$ 2,815	$ 310	$ 3,125
1001-PCS-7603 Fitness Programs	0.80	0.585%	$ 3,217		$ 3,217	$ 354	$ 3,571
1001-PCS-7604 Swim Lessons	1.00	0.731%	$ 4,021		$ 4,021	$ 443	$ 4,464
1001-PCS-7611 Waterpark Operations	2.60	1.901%	$ 10,454		$ 10,454	$ 1,151	$ 11,606
1001-PCS-7612 Wave Concessions	0.10	0.073%	$ 402		$ 402	$ 44	$ 446
1001-PCS-7620 Wave Facility Admin	1.00	0.731%	$ 4,021		$ 4,021	$ 443	$ 4,464
1001-PCS-7621 Wave Facility Rental	0.70	0.512%	$ 2,815		$ 2,815	$ 310	$ 3,125
1001-CDD-8200 Planning	9.65	7.057%	$ 38,801		$ 38,801	$ 4,274	$ 43,074

1001-CMO-1600 Communications

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-CDD-8300 Building & Safety	7.50	5.484%	$ 30,156		$ 30,156	$ 3,321	$ 33,477
2302-PWD- Measure D	0.65	0.475%	$ 2,614		$ 2,614	$ 288	$ 2,901
2901-CDD- Affordable Housing	1.85	1.353%	$ 7,438		$ 7,438	$ 819	$ 8,258
2907-CMO- American Rescue Plan Act (ARPA)	1.00	0.731%	$ 4,021		$ 4,021	$ 443	$ 4,464
5301-PWD- Fallon Village GHAD	0.10	0.073%	$ 402		$ 402	$ 44	$ 446
5302-PWD- Schaefer Ranch GHAD	0.10	0.073%	$ 402		$ 402	$ 44	$ 446
5321-PWD- Fallon Crossing	0.05	0.037%	$ 201		$ 201	$ 22	$ 223
6605-CMO- Information Systems Fund	8.00	5.850%	$ 32,166		$ 32,166	$ 3,543	$ 35,709
Total	**136.75**	**100.000%**	**$ 549,845**	**$ -**	**$ 549,845**	**$ 53,742**	**$ 603,586**

Allocation Basis: **# of FTE**

Source of Allocation: **Personnel Report**

ALLOCATION SUMMARY

1001-CMO-1600 Communications

	Communication Support	Total
1001-CMO-1100 City Manager	$ 21,109	$ 21,109
1001-CMO-1200 City Clerk	$ 18,094	$ 18,094
1001-CMO-1300 Human Resources	$ 14,073	$ 14,073
1001-CMO-1600 Communications	$ 8,645	$ 8,645
1001-ASD-2000 Finance	$ 35,263	$ 35,263
1001-PWD-6000 Public Works Administration	$ 27,675	$ 27,675
1001-CMO-1500 Economic Development	$ 9,374	$ 9,374
1001-CMO-1810 Disaster Preparedness	$ 3,348	$ 3,348
1001-PSD-3100 Police Operations Support	$ 53,564	$ 53,564
1001-FSD-3800 Fire Prevention	$ 4,464	$ 4,464
1001-PWD-6100 Engineering	$ 3,348	$ 3,348
1001-PWD-6110 Capital Improvement Program	$ 17,855	$ 17,855
1001-PWD-6120 Development	$ 18,078	$ 18,078
1001-PWD-6130 Transportation	$ 12,275	$ 12,275
1001-PWD-6200 Environment & Sustainability	$ 6,026	$ 6,026
1001-PWD-6231 AVI Franchise Agreement	$ 446	$ 446
1001-PWD-6300 Maintenance	$ 8,927	$ 8,927
1001-PCS-7000 Parks & Community Services	$ 44,190	$ 44,190
1001-PCS-7010 Contracted Classes & Programs	$ 3,125	$ 3,125
1001-PCS-7011 Contracted Fitness & Wellness	$ 2,678	$ 2,678
1001-PCS-7012 Contracted Leisure	$ 1,785	$ 1,785
1001-PCS-7100 Community Events & Festivals	$ 19,194	$ 19,194
1001-PCS-7113 City Presented Performances	$ 446	$ 446
1001-PCS-7120 Arts Activities Admin	$ 6,249	$ 6,249
1001-PCS-7210 Heritage Ctr Programs Admin	$ 4,464	$ 4,464
1001-PCS-7220 Heritage Ctr Ops Admin	$ 4,017	$ 4,017
1001-PCS-7300 Senior Programs Admin	$ 4,017	$ 4,017
1001-PCS-7301 Senior Program Trips and Tours	$ 893	$ 893
1001-PCS-7302 Senior Program Activities	$ 3,125	$ 3,125
1001-PCS-7303 Senior Program Lunch Program	$ 1,339	$ 1,339

ALLOCATION SUMMARY

1001-CMO-1600 Communications

	Communication Support	Total
1001-PCS-7304 Senior Program Special Events	$ 2,232	$ 2,232
1001-PCS-7305 Senior Volunteer Program	$ 1,785	$ 1,785
1001-PCS-7306 Contracted Senior Classes	$ 2,678	$ 2,678
1001-PCS-7310 Senior Ctr Facility Ops Admin	$ 3,571	$ 3,571
1001-PCS-7311 Senior Ctr Rental	$ 6,695	$ 6,695
1001-PCS-7400 Family Programs Admin	$ 3,125	$ 3,125
1001-PCS-7401 After School Recreation	$ 2,678	$ 2,678
1001-PCS-7402 Full Day Camps	$ 893	$ 893
1001-PCS-7403 Half Day Camps	$ 893	$ 893
1001-PCS-7404 Student Union	$ 3,125	$ 3,125
1001-PCS-7405 Dublin L.E.A.D	$ 893	$ 893
1001-PCS-7410 PreSchool Admin	$ 4,017	$ 4,017
1001-PCS-7411 Shannon Preschool	$ 1,785	$ 1,785
1001-PCS-7413 PreSchool Camps	$ 893	$ 893
1001-PCS-7420 Shannon Ctr Facility Ops	$ 1,339	$ 1,339
1001-PCS-7421 Shannon Ctr Rental	$ 2,678	$ 2,678
1001-PCS-7500 Sports Admin	$ 4,017	$ 4,017
1001-PCS-7501 Adult Sports/Basketball	$ 3,839	$ 3,839
1001-PCS-7502 Adult Sports/Softball	$ 3,839	$ 3,839
1001-PCS-7503 Youth Sports/Basketball	$ 2,678	$ 2,678
1001-PCS-7504 Youth Sports/Tee Ball	$ 446	$ 446
1001-PCS-7505 Contracted Sports Programs	$ 6,160	$ 6,160
1001-PCS-7510 Other Facility Operations Admin	$ 446	$ 446
1001-PCS-7511 Stager Gym Rental	$ 893	$ 893
1001-PCS-7513 Civic Center Rentals	$ 1,785	$ 1,785
1001-PCS-7514 Library Rentals	$ 2,232	$ 2,232
1001-PCS-7515 Parks Rental	$ 9,374	$ 9,374
1001-PCS-7600 Aquatics Program Admin	$ 8,481	$ 8,481
1001-PCS-7601 Recreation Swimming	$ 2,232	$ 2,232
1001-PCS-7602 Competitive Swimming	$ 3,125	$ 3,125
1001-PCS-7603 Fitness Programs	$ 3,571	$ 3,571

ALLOCATION SUMMARY

1001-CMO-1600 Communications

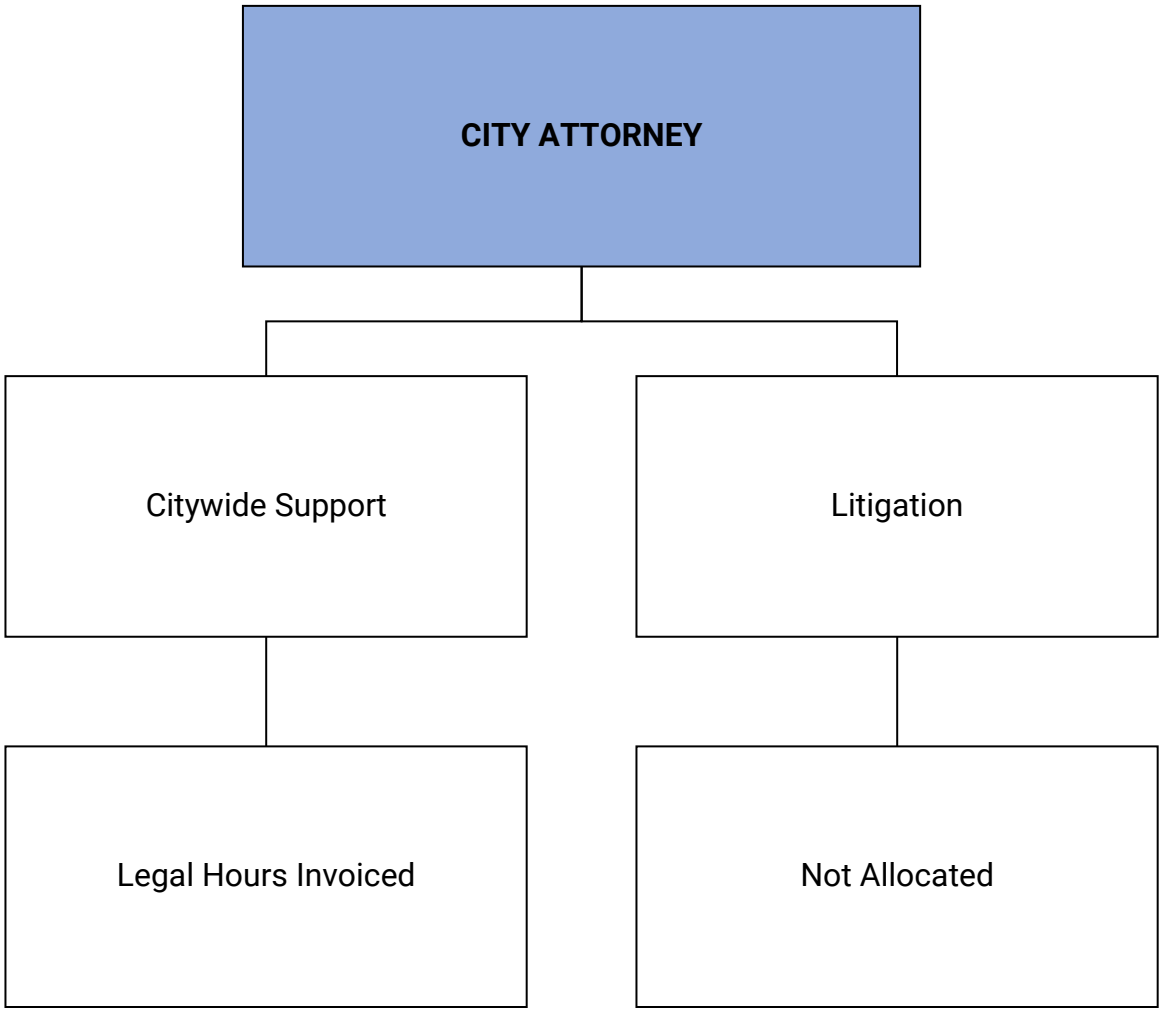
	Communication Support	Total
1001-PCS-7604 Swim Lessons	$ 4,464	$ 4,464
1001-PCS-7611 Waterpark Operations	$ 11,606	$ 11,606
1001-PCS-7612 Wave Concessions	$ 446	$ 446
1001-PCS-7620 Wave Facility Admin	$ 4,464	$ 4,464
1001-PCS-7621 Wave Facility Rental	$ 3,125	$ 3,125
1001-CDD-8200 Planning	$ 43,074	$ 43,074
1001-CDD-8300 Building & Safety	$ 33,477	$ 33,477
2302-PWD- Measure D	$ 2,901	$ 2,901
2901-CDD- Affordable Housing	$ 8,258	$ 8,258
2907-CMO- American Rescue Plan Act (ARPA)	$ 4,464	$ 4,464
5301-PWD- Fallon Village GHAD	$ 446	$ 446
5302-PWD- Schaefer Ranch GHAD	$ 446	$ 446
5321-PWD- Fallon Crossing	$ 223	$ 223
6605-CMO- Information Systems Fund	$ 35,709	$ 35,709
Total	**$ 603,586**	**$ 603,586**

8 City Attorney

The City Attorney's Office is responsible for providing legal advice and counsel and representing the City in all legal matters. The costs for the City Attorney are allocated to Receiving Departments as follow.

- **Citywide Legal Support –** represents costs associated with providing general legal advice and services to City Council and staff. These costs have been allocated based on legal hours invoiced per fund / department / program.
- **Litigation –** represents costs associated with managing outside contracts as well as in-house support in defending the City against lawsuits. This function is more in relation to protecting the City; therefore, the costs are not further allocated through the cost plan.

The chart on the following page illustrates the functions and measures used to allocate City Attorney's costs. The top tier shows the Central Service department, the second tier shows the functions developed, and the third tier shows the measures used to allocate costs citywide. The pages following the chart provide an aggregate picture of the department's expenses, a function-by-function breakdown of expenses, each function's allocation, and an allocation summary.


CITY ATTORNEY
Citywide Support
Litigation
Legal Hours Invoiced
Not Allocated

COSTS TO BE ALLOCATED

1001-CAO-1900 City Attorney

	First Allocation	Second Allocation	Total
Departmental Expenditures	$ 739,415		$ 739,415
Total Deductions	$ -		$ -
Incoming Costs			
1001-CMO-1100 City Manager	$ 4,603	$ 947	$ 5,550
1001-CMO-1200 City Clerk	$ 1,061	$ 439	$ 1,500
1001-CAO-1900 City Attorney		$ 7,280	$ 7,280
1001-ASD-2000 Finance		$ 16,602	$ 16,602
Total Incoming Costs	**$ 5,665**	**$ 25,267**	**$ 30,932**
Total Cost Adjustments	**$ -**		**$ -**
Total Costs to be Allocated	**$ 745,079**	**$ 25,267**	**$ 770,347**

DEPARTMENTAL EXPENSE DETAIL

1001-CAO-1900 City Attorney

Expense Type	Expense ($)	Citywide Support	Litigation
Personnel			
Subtotal Personnel Cost	**$ -**	**$ -**	**$ -**
Operating Services & Supplies			
Professional & Contract Services	$ 639,415	$ 575,473	$ 63,941
Litigation	$ 100,000	$ -	$ 100,000
Subtotal Operating Cost	**$ 739,415**	**$ 575,473**	**$ 163,941**
DEPARTMENTAL EXPENDITURES	**$ 739,415**	**$ 575,473**	**$ 163,941**
Disallowed Costs			
Subtotal Disallowed Costs	**$ -**	**$ -**	**$ -**
Cost Adjustments			
Subtotal Cost Adjustments	**$ -**	**$ -**	**$ -**
FUNCTIONAL COST	**$ 739,415**	**$ 575,473**	**$ 163,941**
First Allocation			
Incoming - All Others	$ 5,665	$ 4,409	$ 1,256
Reallocate Admin Costs	$ -	$ -	$ -
Unallocated Costs	$ (165,197)	$ -	$ (165,197)
Subtotal of First Allocation	**$ 579,882**	**$ 579,882**	**$ -**
Second Allocation			
Incoming - All Others	$ 25,267	$ 19,665	$ 5,602
Reallocate Admin Costs	$ -	$ -	$ -
Unallocated Costs	$ (5,602)	$ -	$ (5,602)
Subtotal of Second Allocation	**$ 19,665**	**$ 19,665**	**$ -**
TOTAL ALLOCATED	**$ 599,547**	**$ 599,547**	**$ -**

1001-CAO-1900 City Attorney

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Citywide Support							
1001-CCO-1000 City Council	159.60	15.180%	$ 88,025		$ 88,025		$ 88,025
1001-CMO-1100 City Manager	43.80	4.166%	$ 24,157		$ 24,157		$ 24,157
1001-CMO-1200 City Clerk	152.60	14.514%	$ 84,164		$ 84,164		$ 84,164
1001-CMO-1300 Human Resources	103.60	9.854%	$ 57,139		$ 57,139		$ 57,139
1001-CMO-1310 Risk Management	5.60	0.533%	$ 3,089		$ 3,089		$ 3,089
1001-CMO-1600 Communications	0.10	0.010%	$ 55		$ 55		$ 55
1001-CAO-1900 City Attorney	13.20	1.255%	$ 7,280		$ 7,280		$ 7,280
1001-ASD-2000 Finance	17.60	1.674%	$ 9,707		$ 9,707	$ 604	$ 10,311
1001-PWD-6000 Public Works Administration	17.00	1.617%	$ 9,376		$ 9,376	$ 584	$ 9,960
1001-CMO-1500 Economic Development	11.70	1.113%	$ 6,453		$ 6,453	$ 402	$ 6,855
1001-CMO-1810 Disaster Preparedness	0.40	0.038%	$ 221		$ 221	$ 14	$ 234
1001-CMO-1830 Community TV	5.20	0.495%	$ 2,868		$ 2,868	$ 178	$ 3,046
1001-PSD-3000 Police Admin / Support Services	83.70	7.961%	$ 46,163		$ 46,163	$ 2,873	$ 49,036
1001-FSD-3700 Fire Administration	13.10	1.246%	$ 7,225		$ 7,225	$ 450	$ 7,675
1001-PWD-6100 Engineering	39.10	3.719%	$ 21,565		$ 21,565	$ 1,342	$ 22,907
1001-PWD-6110 Capital Improvement Program	26.00	2.473%	$ 14,340		$ 14,340	$ 892	$ 15,232
1001-PWD-6130 Transportation	2.80	0.266%	$ 1,544		$ 1,544	$ 96	$ 1,640
1001-PWD-6240 Stormwater Programs	10.10	0.961%	$ 5,570		$ 5,570	$ 347	$ 5,917
1001-PWD-6320 Parks	0.10	0.010%	$ 55		$ 55	$ 3	$ 59
1001-PWD-6337 Traffic Signals	0.70	0.067%	$ 386		$ 386	$ 24	$ 410
1001-PCS-7000 Parks & Community Services	3.80	0.361%	$ 2,096		$ 2,096	$ 130	$ 2,226
1001-PCS-7134 Cultrual Art Classes	0.70	0.067%	$ 386		$ 386	$ 24	$ 410
1001-PCS-7500 Sports Admin	7.50	0.713%	$ 4,136		$ 4,136	$ 257	$ 4,394
1001-PCS-7514 Library Rentals	0.10	0.010%	$ 55		$ 55	$ 3	$ 59
1001-PCS-7600 Aquatics Program Admin	3.00	0.285%	$ 1,655		$ 1,655	$ 103	$ 1,758
1001-CDD-8200 Planning	201.90	19.203%	$ 111,355		$ 111,355	$ 6,930	$ 118,285
1001-CDD-8300 Building & Safety	69.60	6.620%	$ 38,387		$ 38,387	$ 2,389	$ 40,776
2801-PCS- Public Art Fund	2.60	0.247%	$ 1,434		$ 1,434	$ 89	$ 1,523
2901-CDD- Affordable Housing	52.00	4.946%	$ 28,680		$ 28,680	$ 1,785	$ 30,465
2903-NDD- Community Development Block Grant	2.70	0.257%	$ 1,489		$ 1,489	$ 93	$ 1,582
6605-CMO- Information Systems Fund	1.50	0.143%	$ 827		$ 827	$ 51	$ 879
Total	**1,051.40**	**100.000%**	**$ 579,882**	**$ -**	**$ 579,882**	**$ 19,665**	**$ 599,547**

Allocation Basis: **Actual Labor Hours**

Source of Allocation: **Attorney Hours Log**

ALLOCATION SUMMARY

1001-CAO-1900 City Attorney

	Citywide Support	Total
1001-CCO-1000 City Council	$ 88,025	$ 88,025
1001-CMO-1100 City Manager	$ 24,157	$ 24,157
1001-CMO-1200 City Clerk	$ 84,164	$ 84,164
1001-CMO-1300 Human Resources	$ 57,139	$ 57,139
1001-CMO-1310 Risk Management	$ 3,089	$ 3,089
1001-CMO-1600 Communications	$ 55	$ 55
1001-CAO-1900 City Attorney	$ 7,280	$ 7,280
1001-ASD-2000 Finance	$ 10,311	$ 10,311
1001-PWD-6000 Public Works Administration	$ 9,960	$ 9,960
1001-CMO-1500 Economic Development	$ 6,855	$ 6,855
1001-CMO-1810 Disaster Preparedness	$ 234	$ 234
1001-CMO-1830 Community TV	$ 3,046	$ 3,046
1001-PSD-3000 Police Admin / Support Services	$ 49,036	$ 49,036
1001-FSD-3700 Fire Administration	$ 7,675	$ 7,675
1001-PWD-6100 Engineering	$ 22,907	$ 22,907
1001-PWD-6110 Capital Improvement Program	$ 15,232	$ 15,232
1001-PWD-6130 Transportation	$ 1,640	$ 1,640
1001-PWD-6240 Stormwater Programs	$ 5,917	$ 5,917
1001-PWD-6320 Parks	$ 59	$ 59
1001-PWD-6337 Traffic Signals	$ 410	$ 410
1001-PCS-7000 Parks & Community Services	$ 2,226	$ 2,226
1001-PCS-7134 Cultrual Art Classes	$ 410	$ 410
1001-PCS-7500 Sports Admin	$ 4,394	$ 4,394
1001-PCS-7514 Library Rentals	$ 59	$ 59
1001-PCS-7600 Aquatics Program Admin	$ 1,758	$ 1,758
1001-CDD-8200 Planning	$ 118,285	$118,285
1001-CDD-8300 Building & Safety	$ 40,776	$ 40,776
2801-PCS- Public Art Fund	$ 1,523	$ 1,523
2901-CDD- Affordable Housing	$ 30,465	$ 30,465
2903-NDD- Community Development Block Grant	$ 1,582	$ 1,582
6605-CMO- Information Systems Fund	$ 879	$ 879
Total	**$ 599,547**	**$599,547**

9 Finance

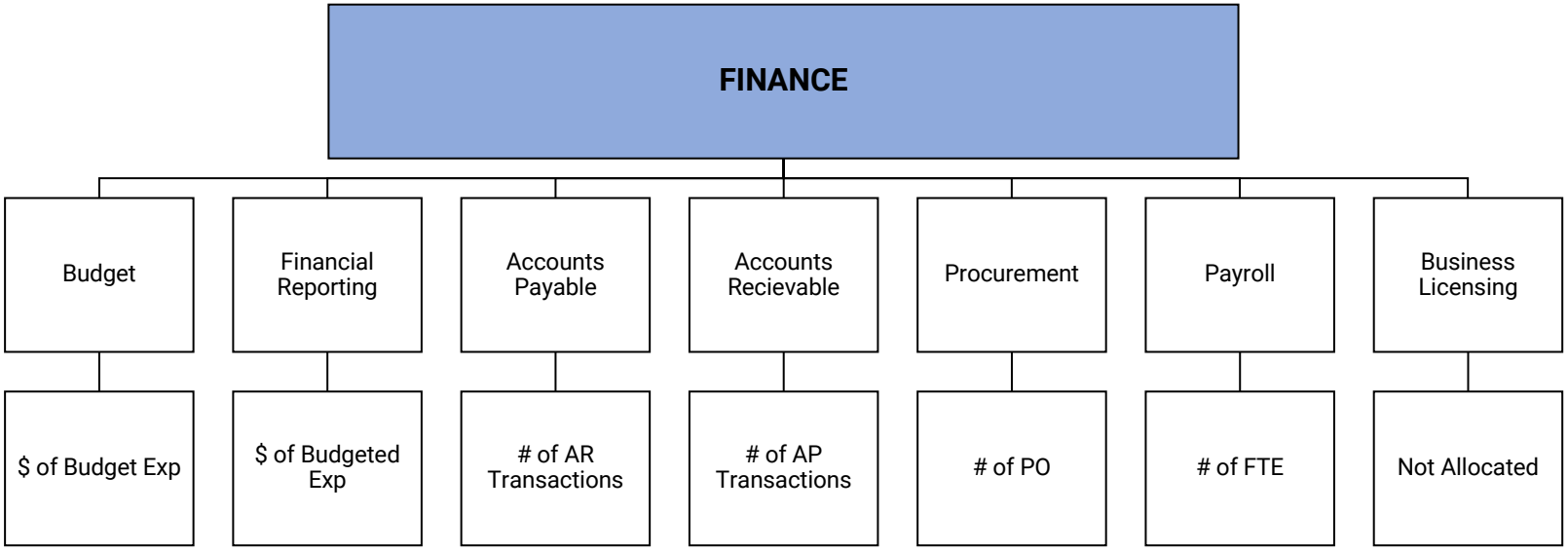
The Finance Department is responsible for the oversight and management of the City's financial affairs, including account reconciliation, procurement, payroll, budget development, financial reporting, and business licensing. The costs for Finance are allocated to Receiving Departments as follows

- **Budget–** represents costs associated with the development of the City's annual budget and various financial statements. These costs have been allocated based on the dollar value of budgeted expenditures per fund and department[4,5].
- **Financial Reporting –** represents costs associated with the development of the City's annual budget and various financial statements. These costs have been allocated based on the dollar value of budgeted expenditures per fund and department[6,7].
- **Accounts Payable –** represents costs associated with financial reconciliation and reporting. These costs have been allocated based on the number of accounts payable (AP) transactions.
- **Accounts Receivables –** represents costs associated with the collection and processing of payments made to the City. These costs have been allocated based on the number of accounts receivable (AR) transactions.
- **Procurement –** represents costs associated with vendor oversight and acquisition of services and materials on behalf of City departments. These costs have been allocated based on the number of purchase orders (PO).

[4] Large one-time expenditures (i.e., taxes, transfers, interest, etc.) were excluded as the large dollar amount does not accurately represent time spent in support of the associated department.
[5] To account for more accurate support PSD and CIP were weighted at 25% and FSD was weighted at 10,%, as they have large dollar values, but do not require significant support.
[6] Large one-time expenditures (i.e., taxes, transfers, interest, etc.) were excluded as the large dollar amount does not accurately represent time spent in support of the associated department.
[7] To account for more accurate support PSD and CIP were weighted at 25% and FSD was weighted at 10,%, as they have large dollar values, but do not require significant support.

- **Payroll–** represents costs associated with administering payroll for the City. These costs have been allocated based on the number of full-time employees.
- **Business Licensing–** represents costs associated with administering business licenses and oversight and reporting of revenue associated with various taxes levied by the City. Since this function is public-facing, the costs are not further allocated through the cost plan.

The chart on the following page illustrates the functions and measures used to allocate Finance's costs. The top tier shows the Central Service department, the second tier shows the functions developed, and the third tier shows the measures used to allocate costs citywide. The pages following the chart provide an aggregate picture of the department's expenses, a function-by-function breakdown of expenses, each function's allocation, and an allocation summary.


FINANCE
Budget
Financial Reporting
Accounts Payable
Accounts Recievable
Procurement
Payroll
Business Licensing
$ of Budget Exp
$ of Budgeted Exp
# of AR Transactions
# of AP Transactions
# of PO
# of FTE
Not Allocated

COSTS TO BE ALLOCATED

1001-ASD-2000 Finance

	First Allocation	Second Allocation	Total
Departmental Expenditures	$ 2,672,681		$ 2,672,681
Total Deductions	$ -		$ -
Incoming Costs			
1001-NDD-0010 Non-Departmental	$ 97,045	$ 1,760	$ 98,805
1001-CCO-1000 City Council	$ 26,143	$ 6,191	$ 32,334
1001-CMO-1100 City Manager	$ 86,751	$ 18,134	$ 104,886
1001-CMO-1200 City Clerk	$ 42,360	$ 15,479	$ 57,839
1001-CMO-1300 Human Resources	$ 85,286	$ 17,215	$ 102,501
1001-CMO-1310 Risk Management	$ 67,551	$ 103	$ 67,654
1001-CMO-1600 Communications	$ 31,764	$ 3,499	$ 35,263
1001-CAO-1900 City Attorney	$ 9,707	$ 604	$ 10,311
1001-ASD-2000 Finance		$ 105,287	$ 105,287
1001-PWD-6311 City Hall		$ 74,983	$ 74,983
Total Incoming Costs	**$ 446,608**	**$ 243,255**	**$ 689,863**
Total Cost Adjustments	**$ -**		**$ -**
Total Costs to be Allocated	**$ 3,119,289**	**$ 243,255**	**$ 3,362,544**

DEPARTMENTAL EXPENSE DETAIL

1001-ASD-2000 Finance

Expense Type	Expense ($)	Budget	Financial Reporting	Accounts Payable	Accounts Receivable	Procurement	Payroll	Business Licensing
Personnel								
Salary	$ 1,223,780	$ 367,134	$ 305,945	$ 122,378	$ 61,189	$ 61,189	$ 183,567	$ 122,378
Benefits	$ 486,423	$ 145,927	$ 121,606	$ 48,642	$ 24,321	$ 24,321	$ 72,963	$ 48,642
Subtotal Personnel Cost	**$ 1,710,203**	**$ 513,061**	**$ 427,551**	**$ 171,020**	**$ 85,510**	**$ 85,510**	**$ 256,530**	**$ 171,020**
Operating Services & Supplies								
Professional & Contract Services	$ 700,115	$ 210,035	$ 175,029	$ 70,012	$ 35,006	$ 35,006	$ 105,017	$ 70,012
Supplies	$ 51,590	$ 15,477	$ 12,898	$ 5,159	$ 2,580	$ 2,580	$ 7,739	$ 5,159
ISF	$ 200,473	$ 60,142	$ 50,118	$ 20,047	$ 10,024	$ 10,024	$ 30,071	$ 20,047
Furniture & Equipment	$ 10,000	$ 3,000	$ 2,500	$ 1,000	$ 500	$ 500	$ 1,500	$ 1,000
Legal Notices	$ 300	$ -	$ -	$ -	$ -	$ -	$ -	$ 300
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal Operating Cost	**$ 962,478**	**$ 288,653**	**$ 240,545**	**$ 96,218**	**$ 48,109**	**$ 48,109**	**$ 144,327**	**$ 96,518**
DEPARTMENTAL EXPENDITURES	**$ 2,672,681**	**$ 801,714**	**$ 668,095**	**$ 267,238**	**$ 133,619**	**$ 133,619**	**$ 400,857**	**$ 267,538**
Disallowed Costs								
Subtotal Disallowed Costs	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Cost Adjustments								
Subtotal Cost Adjustments	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
FUNCTIONAL COST	**$ 2,672,681**	**$ 801,714**	**$ 668,095**	**$ 267,238**	**$ 133,619**	**$ 133,619**	**$ 400,857**	**$ 267,538**
First Allocation								
Incoming - All Others	$ 446,608	$ 133,967	$ 111,639	$ 44,656	$ 22,328	$ 22,328	$ 66,984	$ 44,706
Reallocate Admin Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Unallocated Costs	$ (312,244)	$ -	$ -	$ -	$ -	$ -	$ -	$ (312,244)
Subtotal of First Allocation	**$ 2,807,045**	**$ 935,682**	**$ 779,735**	**$ 311,894**	$ 155,947	**$ 155,947**	**$ 467,841**	**$ -**
Second Allocation								
Incoming - All Others	$ 243,255	$ 72,968	$ 60,807	$ 24,323	$ 12,161	$ 12,161	$ 36,484	$ 24,350
Reallocate Admin Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Unallocated Costs	$ (24,350)	$ -	$ -	$ -	$ -	$ -	$ -	$ (24,350)
Subtotal of Second Allocation	**$ 218,905**	**$ 72,968**	**$ 60,807**	**$ 24,323**	$ 12,161	**$ 12,161**	**$ 36,484**	**$ -**
TOTAL ALLOCATED	**$ 3,025,950**	**$ 1,008,650**	**$ 840,542**	**$ 336,217**	**$ 168,108**	**$ 168,108**	**$ 504,325**	**$ -**

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Budget							
1001-NDD-0010 Non-Departmental	2,183,582.43	2.617%	$ 24,491		$ 24,491		$ 24,491
1001-CCO-1000 City Council	629,551.50	0.755%	$ 7,061		$ 7,061		$ 7,061
1001-CMO-1100 City Manager	1,783,774.44	2.138%	$ 20,007		$ 20,007		$ 20,007
1001-CMO-1200 City Clerk	860,534.95	1.032%	$ 9,652		$ 9,652		$ 9,652
1001-CMO-1300 Human Resources	1,242,096.47	1.489%	$ 13,931		$ 13,931		$ 13,931
1001-CMO-1600 Communications	619,140.00	0.742%	$ 6,944		$ 6,944		$ 6,944
1001-CAO-1900 City Attorney	739,414.58	0.886%	$ 8,293		$ 8,293		$ 8,293
1001-ASD-2000 Finance	2,672,680.04	3.204%	$ 29,977		$ 29,977		$ 29,977
1001-PWD-6000 Public Works Administration	1,882,030.57	2.256%	$ 21,109		$ 21,109	$ 1,889	$ 22,998
1001-PWD-6311 City Hall	890,253.98	1.067%	$ 9,985		$ 9,985	$ 894	$ 10,879
1001-NDD-0110 Human Services	54,274.38	0.065%	$ 609		$ 609	$ 54	$ 663
1001-NDD-0120 Library Services	671,349.00	0.805%	$ 7,530		$ 7,530	$ 674	$ 8,204
1001-NDD-0130 Dougherty Reg Fire Auth	566,942.00	0.680%	$ 6,359		$ 6,359	$ 569	$ 6,928
1001-CMO-1210 Elections	217,170.00	0.260%	$ 2,436		$ 2,436	$ 218	$ 2,654
1001-CMO-1500 Economic Development	975,532.00	1.169%	$ 10,942		$ 10,942	$ 979	$ 11,921
1001-CMO-1810 Disaster Preparedness	325,428.00	0.390%	$ 3,650		$ 3,650	$ 327	$ 3,977
1001-CMO-1820 Animal Control	401,297.73	0.481%	$ 4,501		$ 4,501	$ 403	$ 4,904
1001-CMO-1830 Community TV	136,127.00	0.163%	$ 1,527		$ 1,527	$ 137	$ 1,663
1001-PSD-3000 Police Admin / Support Services	833,340.75	0.999%	$ 9,347		$ 9,347	$ 836	$ 10,183
1001-PSD-3010 Patrol	2,977,264.75	3.569%	$ 33,393		$ 33,393	$ 2,989	$ 36,382
1001-PSD-3020 Traffic	459,007.25	0.550%	$ 5,148		$ 5,148	$ 461	$ 5,609
1001-PSD-3030 Investigations	982,581.25	1.178%	$ 11,021		$ 11,021	$ 986	$ 12,007
1001-PSD-3040 Crime Prevention	337,331.75	0.404%	$ 3,784		$ 3,784	$ 339	$ 4,122
1001-PSD-3041 School Resource Svcs	181,705.00	0.218%	$ 2,038		$ 2,038	$ 182	$ 2,220
1001-PSD-3050 Communications / Dispatch	437,750.00	0.525%	$ 4,910		$ 4,910	$ 439	$ 5,349
1001-PSD-3100 Police Operations Support	699,840.61	0.839%	$ 7,849		$ 7,849	$ 702	$ 8,552
1001-PSD-3140 Crime Prevention	10,773.75	0.013%	$ 121		$ 121	$ 11	$ 132
1001-PSD-3510 Crossing Guards	76,933.12	0.092%	$ 863		$ 863	$ 77	$ 940
1001-FSD-3700 Fire Administration	1,631,343.00	1.955%	$ 18,297		$ 18,297	$ 1,638	$ 19,935
1001-FSD-3800 Fire Prevention	546,113.00	0.655%	$ 6,125		$ 6,125	$ 548	$ 6,673
1001-PWD-6005 Insurance Claims	243,944.05	0.292%	$ 2,736		$ 2,736	$ 245	$ 2,981
1001-PWD-6010	150,000.00	0.180%	$ 1,682		$ 1,682	$ 151	$ 1,833
1001-PWD-6100 Engineering	206,582.56	0.248%	$ 2,317		$ 2,317	$ 207	$ 2,524

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PWD-6110 Capital Improvement Program	632,805.00	0.759%	$ 7,098		$ 7,098	$ 635	$ 7,733
1001-PWD-6120 Development	1,043,095.06	1.250%	$ 11,699		$ 11,699	$ 1,047	$ 12,746
1001-PWD-6130 Transportation	575,450.27	0.690%	$ 6,454		$ 6,454	$ 578	$ 7,032
1001-PWD-6200 Environment & Sustainability	292,000.00	0.350%	$ 3,275		$ 3,275	$ 293	$ 3,568
1001-PWD-6210 Climate Action Plan	1,000.00	0.001%	$ 11		$ 11	$ 1	$ 12
1001-PWD-6220 Public Outreach & Events	500.00	0.001%	$ 6		$ 6	$ 1	$ 6
1001-PWD-6230 Solid Waste Programs	100,000.00	0.120%	$ 1,122		$ 1,122	$ 100	$ 1,222
1001-PWD-6231 AVI Franchise Agreement	28,248.00	0.034%	$ 317		$ 317	$ 28	$ 345
1001-PWD-6240 Stormwater Programs	532,049.49	0.638%	$ 5,967		$ 5,967	$ 534	$ 6,502
1001-PWD-6300 Maintenance	1,453,095.66	1.742%	$ 16,298		$ 16,298	$ 1,459	$ 17,757
1001-PWD-6312 Cultural Arts Center	64,400.00	0.077%	$ 722		$ 722	$ 65	$ 787
1001-PWD-6313 Heritage Museums	151,254.47	0.181%	$ 1,696		$ 1,696	$ 152	$ 1,848
1001-PWD-6314 Maintenance Corp Yard	144,234.07	0.173%	$ 1,618		$ 1,618	$ 145	$ 1,763
1001-PWD-6315 Senior Center	226,967.42	0.272%	$ 2,546		$ 2,546	$ 228	$ 2,773
1001-PWD-6316 Shannon Community Center	269,229.57	0.323%	$ 3,020		$ 3,020	$ 270	$ 3,290
1001-PWD-6317 The Wave	865,560.00	1.038%	$ 9,708		$ 9,708	$ 869	$ 10,577
1001-PWD-6320 Parks	144,761.33	0.174%	$ 1,624		$ 1,624	$ 145	$ 1,769
1001-PWD-6321 Community/Sports Parks	2,989,803.00	3.584%	$ 33,534		$ 33,534	$ 3,001	$ 36,535
1001-PWD-6322 Historic/Nature Parks	145,120.75	0.174%	$ 1,628		$ 1,628	$ 146	$ 1,773
1001-PWD-6323 Neighborhood Parks	1,196,652.00	1.434%	$ 13,422		$ 13,422	$ 1,201	$ 14,623
1001-PWD-6330 Streets	69,574.40	0.083%	$ 780		$ 780	$ 70	$ 850
1001-PWD-6331 Bridges	52,500.00	0.063%	$ 589		$ 589	$ 53	$ 642
1001-PWD-6332 Landscaping	1,079,727.00	1.294%	$ 12,110		$ 12,110	$ 1,084	$ 13,194
1001-PWD-6334 Sidewalks	250,000.00	0.300%	$ 2,804		$ 2,804	$ 251	$ 3,055
1001-PWD-6336 Streetlights	21,520.00	0.026%	$ 241		$ 241	$ 22	$ 263
1001-PWD-6337 Traffic Signals	174,045.00	0.209%	$ 1,952		$ 1,952	$ 175	$ 2,127
1001-PWD-6338 Street Tree Maintenance	377,350.00	0.452%	$ 4,232		$ 4,232	$ 379	$ 4,611
1001-PWD-6339 Signs	86,350.00	0.104%	$ 969		$ 969	$ 87	$ 1,055
1001-PWD-6341 Street Sweeping	410,000.00	0.491%	$ 4,599		$ 4,599	$ 412	$ 5,010
1001-PWD-6342 City Vehicles	86,000.00	0.103%	$ 965		$ 965	$ 86	$ 1,051
1001-PWD-6343 Special Events	336,690.00	0.404%	$ 3,776		$ 3,776	$ 338	$ 4,114
1001-PWD-6350 Public Safety Complex	73,553.00	0.088%	$ 825		$ 825	$ 74	$ 899
1001-PWD-6351 Police Services	277,089.10	0.332%	$ 3,108		$ 3,108	$ 278	$ 3,386
1001-PWD-6352 Grounds	26,670.00	0.032%	$ 299		$ 299	$ 27	$ 326
1001-PWD-6358 Fire Administration PSC	81,400.00	0.098%	$ 913		$ 913	$ 82	$ 995
1001-PWD-6360 Fire Station Maint	25,473.00	0.031%	$ 286		$ 286	$ 26	$ 311

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PWD-6362 Fire Station 16	91,921.78	0.110%	$ 1,031		$ 1,031	$ 92	$ 1,123
1001-PWD-6363 Fire Station 17	103,637.98	0.124%	$ 1,162		$ 1,162	$ 104	$ 1,266
1001-PWD-6364 Fire Station 18	99,031.58	0.119%	$ 1,111		$ 1,111	$ 99	$ 1,210
1001-PWD-6365 Fire Vehicle Maintenace Facility	356.00	0.000%	$ 4		$ 4	$ 0	$ 4
1001-PWD-6370 Library	458,049.00	0.549%	$ 5,137		$ 5,137	$ 460	$ 5,597
1001-PWD-6381 DSRSD	120,810.00	0.145%	$ 1,355		$ 1,355	$ 121	$ 1,476
1001-PWD-6382 Camp Parks - Muni Services	823,000.00	0.987%	$ 9,231		$ 9,231	$ 826	$ 10,057
1001-PCS-7000 Parks & Community Services	1,713,528.00	2.054%	$ 19,219		$ 19,219	$ 1,720	$ 20,939
1001-PCS-7010 Contracted Classes & Programs	86,696.00	0.104%	$ 972		$ 972	$ 87	$ 1,059
1001-PCS-7011 Contracted Fitness & Wellness	66,966.00	0.080%	$ 751		$ 751	$ 67	$ 818
1001-PCS-7012 Contracted Leisure	116,654.00	0.140%	$ 1,308		$ 1,308	$ 117	$ 1,425
1001-PCS-7100 Community Events & Festivals	326,047.00	0.391%	$ 3,657		$ 3,657	$ 327	$ 3,984
1001-PCS-7101 St. Patrick's Day Festival	23,934.05	0.029%	$ 268		$ 268	$ 24	$ 292
1001-PCS-7102 Santa Breakfast/Tree Lighting	34,513.06	0.041%	$ 387		$ 387	$ 35	$ 422
1001-PCS-7104 Farmer's Market/Concerts	4,054.28	0.005%	$ 45		$ 45	$ 4	$ 50
1001-PCS-7105 Family Campouts	11,379.00	0.014%	$ 128		$ 128	$ 11	$ 139
1001-PCS-7106 Spring Eggstravaganza	5,333.84	0.006%	$ 60		$ 60	$ 5	$ 65
1001-PCS-7107 Outdoor Movie Nights	9,836.00	0.012%	$ 110		$ 110	$ 10	$ 120
1001-PCS-7108 Ghosts of Dublin/Harvest Fair	7,218.66	0.009%	$ 81		$ 81	$ 7	$ 88
1001-PCS-7109 Floating Pumpkin Patch	2,399.00	0.003%	$ 27		$ 27	$ 2	$ 29
1001-PCS-7111 Community Outreach Events	179,644.15	0.215%	$ 2,015		$ 2,015	$ 180	$ 2,195
1001-PCS-7112 Art Space Grants	153,043.36	0.183%	$ 1,717		$ 1,717	$ 154	$ 1,870
1001-PCS-7113 City Presented Performances	46,432.58	0.056%	$ 521		$ 521	$ 47	$ 567
1001-PCS-7114 Park and Facility Dedications	57,156.88	0.069%	$ 641		$ 641	$ 57	$ 698
1001-PCS-7120 Arts Activities Admin	113,733.00	0.136%	$ 1,276		$ 1,276	$ 114	$ 1,390
1001-PCS-7132	1,400.00	0.002%	$ 16		$ 16	$ 1	$ 17
1001-PCS-7133 City Presented Performances	2,926.00	0.004%	$ 33		$ 33	$ 3	$ 36
1001-PCS-7134 Cultrual Art Classes	78,027.00	0.094%	$ 875		$ 875	$ 78	$ 953
1001-PCS-7201 Burials	27,483.00	0.033%	$ 308		$ 308	$ 28	$ 336
1001-PCS-7210 Heritage Ctr Programs Admin	89,166.00	0.107%	$ 1,000		$ 1,000	$ 90	$ 1,090
1001-PCS-7211 Tours & Hands-on History	9,282.00	0.011%	$ 104		$ 104	$ 9	$ 113
1001-PCS-7213 Heritage Exhibit & Collections	65,020.40	0.078%	$ 729		$ 729	$ 65	$ 795
1001-PCS-7220 Heritage Ctr Ops Admin	147,126.15	0.176%	$ 1,650		$ 1,650	$ 148	$ 1,798
1001-PCS-7221 Heritage Ctr Rental	15,080.00	0.018%	$ 169		$ 169	$ 15	$ 184
1001-PCS-7300 Senior Programs Admin	87,995.00	0.105%	$ 987		$ 987	$ 88	$ 1,075
1001-PCS-7301 Senior Program Trips and Tours	41,872.00	0.050%	$ 470		$ 470	$ 42	$ 512

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ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7302 Senior Program Activities	52,815.00	0.063%	$ 592		$ 592	$ 53	$ 645
1001-PCS-7303 Senior Program Lunch Program	27,551.00	0.033%	$ 309		$ 309	$ 28	$ 337
1001-PCS-7304 Senior Program Special Events	42,216.00	0.051%	$ 473		$ 473	$ 42	$ 516
1001-PCS-7305 Senior Volunteer Program	35,886.00	0.043%	$ 402		$ 402	$ 36	$ 439
1001-PCS-7306 Contracted Senior Classes	46,180.00	0.055%	$ 518		$ 518	$ 46	$ 564
1001-PCS-7310 Senior Ctr Facility Ops Admin	244,737.00	0.293%	$ 2,745		$ 2,745	$ 246	$ 2,991
1001-PCS-7311 Senior Ctr Rental	141,722.00	0.170%	$ 1,590		$ 1,590	$ 142	$ 1,732
1001-PCS-7400 Family Programs Admin	65,841.00	0.079%	$ 738		$ 738	$ 66	$ 805
1001-PCS-7401 After School Recreation	349,976.00	0.420%	$ 3,925		$ 3,925	$ 351	$ 4,277
1001-PCS-7402 Full Day Camps	82,644.95	0.099%	$ 927		$ 927	$ 83	$ 1,010
1001-PCS-7403 Half Day Camps	41,266.00	0.049%	$ 463		$ 463	$ 41	$ 504
1001-PCS-7404 Student Union	49,299.00	0.059%	$ 553		$ 553	$ 49	$ 602
1001-PCS-7405 Dublin L.E.A.D	16,430.00	0.020%	$ 184		$ 184	$ 16	$ 201
1001-PCS-7410 PreSchool Admin	65,974.00	0.079%	$ 740		$ 740	$ 66	$ 806
1001-PCS-7411 Shannon Preschool	172,000.00	0.206%	$ 1,929		$ 1,929	$ 173	$ 2,102
1001-PCS-7413 PreSchool Camps	20,316.50	0.024%	$ 228		$ 228	$ 20	$ 248
1001-PCS-7420 Shannon Ctr Facility Ops	198,959.00	0.238%	$ 2,232		$ 2,232	$ 200	$ 2,431
1001-PCS-7421 Shannon Ctr Rental	131,052.00	0.157%	$ 1,470		$ 1,470	$ 132	$ 1,601
1001-PCS-7500 Sports Admin	68,486.00	0.082%	$ 768		$ 768	$ 69	$ 837
1001-PCS-7501 Adult Sports/Basketball	93,210.91	0.112%	$ 1,045		$ 1,045	$ 94	$ 1,139
1001-PCS-7502 Adult Sports/Softball	99,758.71	0.120%	$ 1,119		$ 1,119	$ 100	$ 1,219
1001-PCS-7503 Youth Sports/Basketball	153,151.20	0.184%	$ 1,718		$ 1,718	$ 154	$ 1,871
1001-PCS-7504 Youth Sports/Tee Ball	10,360.00	0.012%	$ 116		$ 116	$ 10	$ 127
1001-PCS-7505 Contracted Sports Programs	614,676.00	0.737%	$ 6,894		$ 6,894	$ 617	$ 7,511
1001-PCS-7510 Other Facility Operations Admin	58,111.00	0.070%	$ 652		$ 652	$ 58	$ 710
1001-PCS-7511 Stager Gym Rental	30,897.00	0.037%	$ 347		$ 347	$ 31	$ 378
1001-PCS-7513 Civic Center Rentals	22,637.00	0.027%	$ 254		$ 254	$ 23	$ 277
1001-PCS-7514 Library Rentals	87,071.00	0.104%	$ 977		$ 977	$ 87	$ 1,064
1001-PCS-7515 Parks Rental	246,437.00	0.295%	$ 2,764		$ 2,764	$ 247	$ 3,011
1001-PCS-7600 Aquatics Program Admin	392,386.00	0.470%	$ 4,401		$ 4,401	$ 394	$ 4,795
1001-PCS-7601 Recreation Swimming	78,800.00	0.094%	$ 884		$ 884	$ 79	$ 963
1001-PCS-7602 Competitive Swimming	98,579.00	0.118%	$ 1,106		$ 1,106	$ 99	$ 1,205
1001-PCS-7603 Fitness Programs	89,779.00	0.108%	$ 1,007		$ 1,007	$ 90	$ 1,097
1001-PCS-7604 Swim Lessons	275,161.00	0.330%	$ 3,086		$ 3,086	$ 276	$ 3,362
1001-PCS-7605 Contracted Aquatic Programs	11,508.00	0.014%	$ 129		$ 129	$ 12	$ 141
1001-PCS-7610 Waterpark Operations Admin	392,902.00	0.471%	$ 4,407		$ 4,407	$ 394	$ 4,801

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7611 Waterpark Operations	761,017.00	0.912%	$ 8,536		$ 8,536	$ 764	$ 9,299
1001-PCS-7612 Wave Concessions	11,007.00	0.013%	$ 123		$ 123	$ 11	$ 135
1001-PCS-7620 Wave Facility Admin	85,114.00	0.102%	$ 955		$ 955	$ 85	$ 1,040
1001-PCS-7621 Wave Facility Rental	95,155.00	0.114%	$ 1,067		$ 1,067	$ 96	$ 1,163
1001-CDD-8200 Planning	2,200,987.93	2.638%	$ 24,686		$ 24,686	$ 2,209	$ 26,896
1001-CDD-8300 Building & Safety	3,156,871.94	3.784%	$ 35,408		$ 35,408	$ 3,169	$ 38,576
1009-PWD- Developer Deposit	646,590.50	0.775%	$ 7,252		$ 7,252	$ 649	$ 7,901
2101-PSD- State Seizure / Special Activity Fund	44,547.00	0.053%	$ 500		$ 500	$ 45	$ 544
2103-PSD- SLES / COPS Fund	100,000.00	0.120%	$ 1,122		$ 1,122	$ 100	$ 1,222
2106-PWD- Traffic Safety	103,462.60	0.124%	$ 1,160		$ 1,160	$ 104	$ 1,264
2109-FSD- EMS Special Revenue	265,610.00	0.318%	$ 2,979		$ 2,979	$ 267	$ 3,246
2111-PSD- Enforcement Grants	331,681.00	0.398%	$ 3,720		$ 3,720	$ 333	$ 4,053
2201-PWD- State Gas Tax	111,236.00	0.133%	$ 1,248		$ 1,248	$ 112	$ 1,359
2212-PWD- ACTC - Vehicle Registration Fee	100,000.00	0.120%	$ 1,122		$ 1,122	$ 100	$ 1,222
2215-PWD- Measure BB-Bike & Ped	20,224.80	0.024%	$ 227		$ 227	$ 20	$ 247
2302-PWD- Measure D	614,976.79	0.737%	$ 6,898		$ 6,898	$ 617	$ 7,515
2303-PWD- Garbage Service Fund	1,000.00	0.001%	$ 11		$ 11	$ 1	$ 12
2304-PWD- Local Recycling Fund	89,572.29	0.107%	$ 1,005		$ 1,005	$ 90	$ 1,095
2323-PWD- Dublin / Dougherty	11,800.00	0.014%	$ 132		$ 132	$ 12	$ 144
2324-PWD- Village Parkway	11,800.00	0.014%	$ 132		$ 132	$ 12	$ 144
2701-PWD- Street Light District 1983-1	373,472.55	0.448%	$ 4,189		$ 4,189	$ 375	$ 4,564
2702-PWD- Landscape District Stagecoach 1983-1	261,166.34	0.313%	$ 2,929		$ 2,929	$ 262	$ 3,191
2703-PWD- Landscape District Dougherty 1986-1	132,821.05	0.159%	$ 1,490		$ 1,490	$ 133	$ 1,623
2704-PWD- Landscape District Santa Rita 1997-1	362,007.55	0.434%	$ 4,060		$ 4,060	$ 363	$ 4,424
2705-PWD- Landscape District East Dublin 1999-1	283,694.55	0.340%	$ 3,182		$ 3,182	$ 285	$ 3,467
2710-PWD- Dublin Crossing-CFD Series 2017	31,814.54	0.038%	$ 357		$ 357	$ 32	$ 389
2801-PCS- Public Art Fund	80,500.00	0.096%	$ 903		$ 903	$ 81	$ 984
2811-CMO- Cable TV Facilities	46,566.00	0.056%	$ 522		$ 522	$ 47	$ 569
2901-CDD- Affordable Housing	591,950.25	0.710%	$ 6,639		$ 6,639	$ 594	$ 7,234
2907-CMO- American Rescue Plan Act (ARPA)	2,322,618.48	2.784%	$ 26,051		$ 26,051	$ 2,331	$ 28,382
2911-CDD- Building Homes and Jobs Act	997.84	0.001%	$ 11		$ 11	$ 1	$ 12
2912-CDD- State Housing Grant	432.20	0.001%	$ 5		$ 5	$ 0	$ 5
3300-CIP- General Improvement CIP Projects	1,559,685.84	1.870%	$ 17,493		$ 17,493	$ 1,566	$ 19,059
3500-CIP- Parks CIP Projects	2,411,341.17	2.890%	$ 27,046		$ 27,046	$ 2,420	$ 29,466
3600-CIP- Streets CIP Projects	6,056,696.40	7.260%	$ 67,932		$ 67,932	$ 6,080	$ 74,012
3700-CIP- Public Art CIP	167,246.19	0.200%	$ 1,876		$ 1,876	$ 168	$ 2,044

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ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
4104-NDD- Neighborhood Park Improvements	9,050.00	0.011%	$ 102		$ 102	$ 9	$ 111
4301-NDD- West Dublin Transportation Impact Fee	44,890.00	0.054%	$ 503		$ 503	$ 45	$ 549
5102-NDD- CFD 2015-1 Improv. Area 1	452,826.17	0.543%	$ 5,079		$ 5,079	$ 455	$ 5,533
5171-NDD- CERBT (OPEB) Trust	1,119,400.00	1.342%	$ 12,555		$ 12,555	$ 1,124	$ 13,679
5301-PWD- Fallon Village GHAD	539,024.00	0.646%	$ 6,046		$ 6,046	$ 541	$ 6,587
5302-PWD- Schaefer Ranch GHAD	574,958.00	0.689%	$ 6,449		$ 6,449	$ 577	$ 7,026
5321-PWD- Fallon Crossing	337,764.00	0.405%	$ 3,788		$ 3,788	$ 339	$ 4,127
6105-NDD- Vehicles Replacement	470,717.98	0.564%	$ 5,280		$ 5,280	$ 473	$ 5,752
6205-NDD- Facilities Replacement	60,000.00	0.072%	$ 673		$ 673	$ 60	$ 733
6305-NDD- Equipment Replacement	807,296.83	0.968%	$ 9,055		$ 9,055	$ 810	$ 9,865
6605-CMO- Information Systems Fund	3,753,265.75	4.499%	$ 42,097		$ 42,097	$ 3,767	$ 45,864
6901-NDD- Retiree Health	1,069,400.00	1.282%	$ 11,994		$ 11,994	$ 1,073	$ 13,068
Total	**83,423,644.05**	**100.000%**	**$ 935,682**	**$ -**	**$ 935,682**	**$ 72,968**	**$ 1,008,650**

Allocation Basis: **$ of Budget Expenditures**

Source of Allocation: **Budget File**

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ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Financial Reporting							
1001-NDD-0010 Non-Departmental	2,183,582.43	2.617%	$ 20,409		$ 20,409		$ 20,409
1001-CCO-1000 City Council	629,551.50	0.755%	$ 5,884		$ 5,884		$ 5,884
1001-CMO-1100 City Manager	1,783,774.44	2.138%	$ 16,672		$ 16,672		$ 16,672
1001-CMO-1200 City Clerk	860,534.95	1.032%	$ 8,043		$ 8,043		$ 8,043
1001-CMO-1300 Human Resources	1,242,096.47	1.489%	$ 11,609		$ 11,609		$ 11,609
1001-CMO-1600 Communications	619,140.00	0.742%	$ 5,787		$ 5,787		$ 5,787
1001-CAO-1900 City Attorney	739,414.58	0.886%	$ 6,911		$ 6,911		$ 6,911
1001-ASD-2000 Finance	2,672,680.04	3.204%	$ 24,981		$ 24,981		$ 24,981
1001-PWD-6000 Public Works Administration	1,882,030.57	2.256%	$ 17,591		$ 17,591	$ 1,574	$ 19,165
1001-PWD-6311 City Hall	890,253.98	1.067%	$ 8,321		$ 8,321	$ 745	$ 9,066
1001-NDD-0110 Human Services	54,274.38	0.065%	$ 507		$ 507	$ 45	$ 553
1001-NDD-0120 Library Services	671,349.00	0.805%	$ 6,275		$ 6,275	$ 562	$ 6,836
1001-NDD-0130 Dougherty Reg Fire Auth	566,942.00	0.680%	$ 5,299		$ 5,299	$ 474	$ 5,773
1001-CMO-1210 Elections	217,170.00	0.260%	$ 2,030		$ 2,030	$ 182	$ 2,211
1001-CMO-1500 Economic Development	975,532.00	1.169%	$ 9,118		$ 9,118	$ 816	$ 9,934
1001-CMO-1810 Disaster Preparedness	325,428.00	0.390%	$ 3,042		$ 3,042	$ 272	$ 3,314
1001-CMO-1820 Animal Control	401,297.73	0.481%	$ 3,751		$ 3,751	$ 336	$ 4,086
1001-CMO-1830 Community TV	136,127.00	0.163%	$ 1,272		$ 1,272	$ 114	$ 1,386
1001-PSD-3000 Police Admin / Support Services	833,340.75	0.999%	$ 7,789		$ 7,789	$ 697	$ 8,486
1001-PSD-3010 Patrol	2,977,264.75	3.569%	$ 27,828		$ 27,828	$ 2,490	$ 30,318
1001-PSD-3020 Traffic	459,007.25	0.550%	$ 4,290		$ 4,290	$ 384	$ 4,674
1001-PSD-3030 Investigations	982,581.25	1.178%	$ 9,184		$ 9,184	$ 822	$ 10,006
1001-PSD-3040 Crime Prevention	337,331.75	0.404%	$ 3,153		$ 3,153	$ 282	$ 3,435
1001-PSD-3041 School Resource Svcs	181,705.00	0.218%	$ 1,698		$ 1,698	$ 152	$ 1,850
1001-PSD-3050 Communications / Dispatch	437,750.00	0.525%	$ 4,092		$ 4,092	$ 366	$ 4,458
1001-PSD-3100 Police Operations Support	699,840.61	0.839%	$ 6,541		$ 6,541	$ 585	$ 7,127
1001-PSD-3140 Crime Prevention	10,773.75	0.013%	$ 101		$ 101	$ 9	$ 110
1001-PSD-3510 Crossing Guards	76,933.12	0.092%	$ 719		$ 719	$ 64	$ 783
1001-FSD-3700 Fire Administration	1,631,343.00	1.955%	$ 15,248		$ 15,248	$ 1,365	$ 16,612
1001-FSD-3800 Fire Prevention	546,113.00	0.655%	$ 5,104		$ 5,104	$ 457	$ 5,561
1001-PWD-6005 Insurance Claims	243,944.05	0.292%	$ 2,280		$ 2,280	$ 204	$ 2,484
1001-PWD-6010	150,000.00	0.180%	$ 1,402		$ 1,402	$ 125	$ 1,527
1001-PWD-6100 Engineering	206,582.56	0.248%	$ 1,931		$ 1,931	$ 173	$ 2,104

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ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PWD-6110 Capital Improvement Program	632,805.00	0.759%	$ 5,915		$ 5,915	$ 529	$ 6,444
1001-PWD-6120 Development	1,043,095.06	1.250%	$ 9,749		$ 9,749	$ 873	$ 10,622
1001-PWD-6130 Transportation	575,450.27	0.690%	$ 5,379		$ 5,379	$ 481	$ 5,860
1001-PWD-6200 Environment & Sustainability	292,000.00	0.350%	$ 2,729		$ 2,729	$ 244	$ 2,973
1001-PWD-6210 Climate Action Plan	1,000.00	0.001%	$ 9		$ 9	$ 1	$ 10
1001-PWD-6220 Public Outreach & Events	500.00	0.001%	$ 5		$ 5	$ 0	$ 5
1001-PWD-6230 Solid Waste Programs	100,000.00	0.120%	$ 935		$ 935	$ 84	$ 1,018
1001-PWD-6231 AVI Franchise Agreement	28,248.00	0.034%	$ 264		$ 264	$ 24	$ 288
1001-PWD-6240 Stormwater Programs	532,049.49	0.638%	$ 4,973		$ 4,973	$ 445	$ 5,418
1001-PWD-6300 Maintenance	1,453,095.66	1.742%	$ 13,582		$ 13,582	$ 1,216	$ 14,797
1001-PWD-6312 Cultural Arts Center	64,400.00	0.077%	$ 602		$ 602	$ 54	$ 656
1001-PWD-6313 Heritage Museums	151,254.47	0.181%	$ 1,414		$ 1,414	$ 127	$ 1,540
1001-PWD-6314 Maintenance Corp Yard	144,234.07	0.173%	$ 1,348		$ 1,348	$ 121	$ 1,469
1001-PWD-6315 Senior Center	226,967.42	0.272%	$ 2,121		$ 2,121	$ 190	$ 2,311
1001-PWD-6316 Shannon Community Center	269,229.57	0.323%	$ 2,516		$ 2,516	$ 225	$ 2,742
1001-PWD-6317 The Wave	865,560.00	1.038%	$ 8,090		$ 8,090	$ 724	$ 8,814
1001-PWD-6320 Parks	144,761.33	0.174%	$ 1,353		$ 1,353	$ 121	$ 1,474
1001-PWD-6321 Community/Sports Parks	2,989,803.00	3.584%	$ 27,945		$ 27,945	$ 2,501	$ 30,446
1001-PWD-6322 Historic/Nature Parks	145,120.75	0.174%	$ 1,356		$ 1,356	$ 121	$ 1,478
1001-PWD-6323 Neighborhood Parks	1,196,652.00	1.434%	$ 11,185		$ 11,185	$ 1,001	$ 12,186
1001-PWD-6330 Streets	69,574.40	0.083%	$ 650		$ 650	$ 58	$ 708
1001-PWD-6331 Bridges	52,500.00	0.063%	$ 491		$ 491	$ 44	$ 535
1001-PWD-6332 Landscaping	1,079,727.00	1.294%	$ 10,092		$ 10,092	$ 903	$ 10,995
1001-PWD-6334 Sidewalks	250,000.00	0.300%	$ 2,337		$ 2,337	$ 209	$ 2,546
1001-PWD-6336 Streetlights	21,520.00	0.026%	$ 201		$ 201	$ 18	$ 219
1001-PWD-6337 Traffic Signals	174,045.00	0.209%	$ 1,627		$ 1,627	$ 146	$ 1,772
1001-PWD-6338 Street Tree Maintenance	377,350.00	0.452%	$ 3,527		$ 3,527	$ 316	$ 3,843
1001-PWD-6339 Signs	86,350.00	0.104%	$ 807		$ 807	$ 72	$ 879
1001-PWD-6341 Street Sweeping	410,000.00	0.491%	$ 3,832		$ 3,832	$ 343	$ 4,175
1001-PWD-6342 City Vehicles	86,000.00	0.103%	$ 804		$ 804	$ 72	$ 876
1001-PWD-6343 Special Events	336,690.00	0.404%	$ 3,147		$ 3,147	$ 282	$ 3,429
1001-PWD-6350 Public Safety Complex	73,553.00	0.088%	$ 687		$ 687	$ 62	$ 749
1001-PWD-6351 Police Services	277,089.10	0.332%	$ 2,590		$ 2,590	$ 232	$ 2,822
1001-PWD-6352 Grounds	26,670.00	0.032%	$ 249		$ 249	$ 22	$ 272
1001-PWD-6358 Fire Administration PSC	81,400.00	0.098%	$ 761		$ 761	$ 68	$ 829
1001-PWD-6360 Fire Station Maint	25,473.00	0.031%	$ 238		$ 238	$ 21	$ 259

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ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PWD-6362 Fire Station 16	91,921.78	0.110%	$ 859		$ 859	$ 77	$ 936
1001-PWD-6363 Fire Station 17	103,637.98	0.124%	$ 969		$ 969	$ 87	$ 1,055
1001-PWD-6364 Fire Station 18	99,031.58	0.119%	$ 926		$ 926	$ 83	$ 1,008
1001-PWD-6365 Fire Vehicle Maintenace Facility	356.00	0.000%	$ 3		$ 3	$ 0	$ 4
1001-PWD-6370 Library	458,049.00	0.549%	$ 4,281		$ 4,281	$ 383	$ 4,664
1001-PWD-6381 DSRSD	120,810.00	0.145%	$ 1,129		$ 1,129	$ 101	$ 1,230
1001-PWD-6382 Camp Parks - Muni Services	823,000.00	0.987%	$ 7,692		$ 7,692	$ 688	$ 8,381
1001-PCS-7000 Parks & Community Services	1,713,528.00	2.054%	$ 16,016		$ 16,016	$ 1,433	$ 17,449
1001-PCS-7010 Contracted Classes & Programs	86,696.00	0.104%	$ 810		$ 810	$ 73	$ 883
1001-PCS-7011 Contracted Fitness & Wellness	66,966.00	0.080%	$ 626		$ 626	$ 56	$ 682
1001-PCS-7012 Contracted Leisure	116,654.00	0.140%	$ 1,090		$ 1,090	$ 98	$ 1,188
1001-PCS-7100 Community Events & Festivals	326,047.00	0.391%	$ 3,047		$ 3,047	$ 273	$ 3,320
1001-PCS-7101 St. Patrick's Day Festival	23,934.05	0.029%	$ 224		$ 224	$ 20	$ 244
1001-PCS-7102 Santa Breakfast/Tree Lighting	34,513.06	0.041%	$ 323		$ 323	$ 29	$ 351
1001-PCS-7104 Farmer's Market/Concerts	4,054.28	0.005%	$ 38		$ 38	$ 3	$ 41
1001-PCS-7105 Family Campouts	11,379.00	0.014%	$ 106		$ 106	$ 10	$ 116
1001-PCS-7106 Spring Eggstravaganza	5,333.84	0.006%	$ 50		$ 50	$ 4	$ 54
1001-PCS-7107 Outdoor Movie Nights	9,836.00	0.012%	$ 92		$ 92	$ 8	$ 100
1001-PCS-7108 Ghosts of Dublin/Harvest Fair	7,218.66	0.009%	$ 67		$ 67	$ 6	$ 74
1001-PCS-7109 Floating Pumpkin Patch	2,399.00	0.003%	$ 22		$ 22	$ 2	$ 24
1001-PCS-7111 Community Outreach Events	179,644.15	0.215%	$ 1,679		$ 1,679	$ 150	$ 1,829
1001-PCS-7112 Art Space Grants	153,043.36	0.183%	$ 1,430		$ 1,430	$ 128	$ 1,558
1001-PCS-7113 City Presented Performances	46,432.58	0.056%	$ 434		$ 434	$ 39	$ 473
1001-PCS-7114 Park and Facility Dedications	57,156.88	0.069%	$ 534		$ 534	$ 48	$ 582
1001-PCS-7120 Arts Activities Admin	113,733.00	0.136%	$ 1,063		$ 1,063	$ 95	$ 1,158
1001-PCS-7132	1,400.00	0.002%	$ 13		$ 13	$ 1	$ 14
1001-PCS-7133 City Presented Performances	2,926.00	0.004%	$ 27		$ 27	$ 2	$ 30
1001-PCS-7134 Cultrual Art Classes	78,027.00	0.094%	$ 729		$ 729	$ 65	$ 795
1001-PCS-7201 Burials	27,483.00	0.033%	$ 257		$ 257	$ 23	$ 280
1001-PCS-7210 Heritage Ctr Programs Admin	89,166.00	0.107%	$ 833		$ 833	$ 75	$ 908
1001-PCS-7211 Tours & Hands-on History	9,282.00	0.011%	$ 87		$ 87	$ 8	$ 95
1001-PCS-7213 Heritage Exhibit & Collections	65,020.40	0.078%	$ 608		$ 608	$ 54	$ 662
1001-PCS-7220 Heritage Ctr Ops Admin	147,126.15	0.176%	$ 1,375		$ 1,375	$ 123	$ 1,498
1001-PCS-7221 Heritage Ctr Rental	15,080.00	0.018%	$ 141		$ 141	$ 13	$ 154
1001-PCS-7300 Senior Programs Admin	87,995.00	0.105%	$ 822		$ 822	$ 74	$ 896
1001-PCS-7301 Senior Program Trips and Tours	41,872.00	0.050%	$ 391		$ 391	$ 35	$ 426

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ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7302 Senior Program Activities	52,815.00	0.063%	$ 494		$ 494	$ 44	$ 538
1001-PCS-7303 Senior Program Lunch Program	27,551.00	0.033%	$ 258		$ 258	$ 23	$ 281
1001-PCS-7304 Senior Program Special Events	42,216.00	0.051%	$ 395		$ 395	$ 35	$ 430
1001-PCS-7305 Senior Volunteer Program	35,886.00	0.043%	$ 335		$ 335	$ 30	$ 365
1001-PCS-7306 Contracted Senior Classes	46,180.00	0.055%	$ 432		$ 432	$ 39	$ 470
1001-PCS-7310 Senior Ctr Facility Ops Admin	244,737.00	0.293%	$ 2,287		$ 2,287	$ 205	$ 2,492
1001-PCS-7311 Senior Ctr Rental	141,722.00	0.170%	$ 1,325		$ 1,325	$ 119	$ 1,443
1001-PCS-7400 Family Programs Admin	65,841.00	0.079%	$ 615		$ 615	$ 55	$ 670
1001-PCS-7401 After School Recreation	349,976.00	0.420%	$ 3,271		$ 3,271	$ 293	$ 3,564
1001-PCS-7402 Full Day Camps	82,644.95	0.099%	$ 772		$ 772	$ 69	$ 842
1001-PCS-7403 Half Day Camps	41,266.00	0.049%	$ 386		$ 386	$ 35	$ 420
1001-PCS-7404 Student Union	49,299.00	0.059%	$ 461		$ 461	$ 41	$ 502
1001-PCS-7405 Dublin L.E.A.D	16,430.00	0.020%	$ 154		$ 154	$ 14	$ 167
1001-PCS-7410 PreSchool Admin	65,974.00	0.079%	$ 617		$ 617	$ 55	$ 672
1001-PCS-7411 Shannon Preschool	172,000.00	0.206%	$ 1,608		$ 1,608	$ 144	$ 1,752
1001-PCS-7413 PreSchool Camps	20,316.50	0.024%	$ 190		$ 190	$ 17	$ 207
1001-PCS-7420 Shannon Ctr Facility Ops	198,959.00	0.238%	$ 1,860		$ 1,860	$ 166	$ 2,026
1001-PCS-7421 Shannon Ctr Rental	131,052.00	0.157%	$ 1,225		$ 1,225	$ 110	$ 1,335
1001-PCS-7500 Sports Admin	68,486.00	0.082%	$ 640		$ 640	$ 57	$ 697
1001-PCS-7501 Adult Sports/Basketball	93,210.91	0.112%	$ 871		$ 871	$ 78	$ 949
1001-PCS-7502 Adult Sports/Softball	99,758.71	0.120%	$ 932		$ 932	$ 83	$ 1,016
1001-PCS-7503 Youth Sports/Basketball	153,151.20	0.184%	$ 1,431		$ 1,431	$ 128	$ 1,560
1001-PCS-7504 Youth Sports/Tee Ball	10,360.00	0.012%	$ 97		$ 97	$ 9	$ 105
1001-PCS-7505 Contracted Sports Programs	614,676.00	0.737%	$ 5,745		$ 5,745	$ 514	$ 6,259
1001-PCS-7510 Other Facility Operations Admin	58,111.00	0.070%	$ 543		$ 543	$ 49	$ 592
1001-PCS-7511 Stager Gym Rental	30,897.00	0.037%	$ 289		$ 289	$ 26	$ 315
1001-PCS-7513 Civic Center Rentals	22,637.00	0.027%	$ 212		$ 212	$ 19	$ 231
1001-PCS-7514 Library Rentals	87,071.00	0.104%	$ 814		$ 814	$ 73	$ 887
1001-PCS-7515 Parks Rental	246,437.00	0.295%	$ 2,303		$ 2,303	$ 206	$ 2,510
1001-PCS-7600 Aquatics Program Admin	392,386.00	0.470%	$ 3,668		$ 3,668	$ 328	$ 3,996
1001-PCS-7601 Recreation Swimming	78,800.00	0.094%	$ 737		$ 737	$ 66	$ 802
1001-PCS-7602 Competitive Swimming	98,579.00	0.118%	$ 921		$ 921	$ 82	$ 1,004
1001-PCS-7603 Fitness Programs	89,779.00	0.108%	$ 839		$ 839	$ 75	$ 914
1001-PCS-7604 Swim Lessons	275,161.00	0.330%	$ 2,572		$ 2,572	$ 230	$ 2,802
1001-PCS-7605 Contracted Aquatic Programs	11,508.00	0.014%	$ 108		$ 108	$ 10	$ 117
1001-PCS-7610 Waterpark Operations Admin	392,902.00	0.471%	$ 3,672		$ 3,672	$ 329	$ 4,001

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ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7611 Waterpark Operations	761,017.00	0.912%	$ 7,113		$ 7,113	$ 637	$ 7,750
1001-PCS-7612 Wave Concessions	11,007.00	0.013%	$ 103		$ 103	$ 9	$ 112
1001-PCS-7620 Wave Facility Admin	85,114.00	0.102%	$ 796		$ 796	$ 71	$ 867
1001-PCS-7621 Wave Facility Rental	95,155.00	0.114%	$ 889		$ 889	$ 80	$ 969
1001-CDD-8200 Planning	2,200,987.93	2.638%	$ 20,572		$ 20,572	$ 1,841	$ 22,413
1001-CDD-8300 Building & Safety	3,156,871.94	3.784%	$ 29,506		$ 29,506	$ 2,641	$ 32,147
1009-PWD- Developer Deposit	646,590.50	0.775%	$ 6,043		$ 6,043	$ 541	$ 6,584
2101-PSD- State Seizure / Special Activity Fund	44,547.00	0.053%	$ 416		$ 416	$ 37	$ 454
2103-PSD- SLES / COPS Fund	100,000.00	0.120%	$ 935		$ 935	$ 84	$ 1,018
2106-PWD- Traffic Safety	103,462.60	0.124%	$ 967		$ 967	$ 87	$ 1,054
2109-FSD- EMS Special Revenue	265,610.00	0.318%	$ 2,483		$ 2,483	$ 222	$ 2,705
2111-PSD- Enforcement Grants	331,681.00	0.398%	$ 3,100		$ 3,100	$ 277	$ 3,378
2201-PWD- State Gas Tax	111,236.00	0.133%	$ 1,040		$ 1,040	$ 93	$ 1,133
2212-PWD- ACTC - Vehicle Registration Fee	100,000.00	0.120%	$ 935		$ 935	$ 84	$ 1,018
2215-PWD- Measure BB-Bike & Ped	20,224.80	0.024%	$ 189		$ 189	$ 17	$ 206
2302-PWD- Measure D	614,976.79	0.737%	$ 5,748		$ 5,748	$ 514	$ 6,262
2303-PWD- Garbage Service Fund	1,000.00	0.001%	$ 9		$ 9	$ 1	$ 10
2304-PWD- Local Recycling Fund	89,572.29	0.107%	$ 837		$ 837	$ 75	$ 912
2323-PWD- Dublin / Dougherty	11,800.00	0.014%	$ 110		$ 110	$ 10	$ 120
2324-PWD- Village Parkway	11,800.00	0.014%	$ 110		$ 110	$ 10	$ 120
2701-PWD- Street Light District 1983-1	373,472.55	0.448%	$ 3,491		$ 3,491	$ 312	$ 3,803
2702-PWD- Landscape District Stagecoach 1983-1	261,166.34	0.313%	$ 2,441		$ 2,441	$ 218	$ 2,660
2703-PWD- Landscape District Dougherty 1986-1	132,821.05	0.159%	$ 1,241		$ 1,241	$ 111	$ 1,353
2704-PWD- Landscape District Santa Rita 1997-1	362,007.55	0.434%	$ 3,384		$ 3,384	$ 303	$ 3,686
2705-PWD- Landscape District East Dublin 1999-1	283,694.55	0.340%	$ 2,652		$ 2,652	$ 237	$ 2,889
2710-PWD- Dublin Crossing-CFD Series 2017	31,814.54	0.038%	$ 297		$ 297	$ 27	$ 324
2801-PCS- Public Art Fund	80,500.00	0.096%	$ 752		$ 752	$ 67	$ 820
2811-CMO- Cable TV Facilities	46,566.00	0.056%	$ 435		$ 435	$ 39	$ 474
2901-CDD- Affordable Housing	591,950.25	0.710%	$ 5,533		$ 5,533	$ 495	$ 6,028
2907-CMO- American Rescue Plan Act (ARPA)	2,322,618.48	2.784%	$ 21,709		$ 21,709	$ 1,943	$ 23,652
2911-CDD- Building Homes and Jobs Act	997.84	0.001%	$ 9		$ 9	$ 1	$ 10
2912-CDD- State Housing Grant	432.20	0.001%	$ 4		$ 4	$ 0	$ 4
3300-CIP- General Improvement CIP Projects	1,559,685.84	1.870%	$ 14,578		$ 14,578	$ 1,305	$ 15,883
3500-CIP- Parks CIP Projects	2,411,341.17	2.890%	$ 22,538		$ 22,538	$ 2,017	$ 24,555
3600-CIP- Streets CIP Projects	6,056,696.40	7.260%	$ 56,610		$ 56,610	$ 5,066	$ 61,676
3700-CIP- Public Art CIP	167,246.19	0.200%	$ 1,563		$ 1,563	$ 140	$ 1,703

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
4104-NDD- Neighborhood Park Improvements	9,050.00	0.011%	$ 85		$ 85	$ 8	$ 92
4301-NDD- West Dublin Transportation Impact Fee	44,890.00	0.054%	$ 420		$ 420	$ 38	$ 457
5102-NDD- CFD 2015-1 Improv. Area 1	452,826.17	0.543%	$ 4,232		$ 4,232	$ 379	$ 4,611
5171-NDD- CERBT (OPEB) Trust	1,119,400.00	1.342%	$ 10,463		$ 10,463	$ 936	$ 11,399
5301-PWD- Fallon Village GHAD	539,024.00	0.646%	$ 5,038		$ 5,038	$ 451	$ 5,489
5302-PWD- Schaefer Ranch GHAD	574,958.00	0.689%	$ 5,374		$ 5,374	$ 481	$ 5,855
5321-PWD- Fallon Crossing	337,764.00	0.405%	$ 3,157		$ 3,157	$ 283	$ 3,440
6105-NDD- Vehicles Replacement	470,717.98	0.564%	$ 4,400		$ 4,400	$ 394	$ 4,793
6205-NDD- Facilities Replacement	60,000.00	0.072%	$ 561		$ 561	$ 50	$ 611
6305-NDD- Equipment Replacement	807,296.83	0.968%	$ 7,546		$ 7,546	$ 675	$ 8,221
6605-CMO- Information Systems Fund	3,753,265.75	4.499%	$ 35,081		$ 35,081	$ 3,140	$ 38,220
6901-NDD- Retiree Health	1,069,400.00	1.282%	$ 9,995		$ 9,995	$ 895	$ 10,890
Total	**83,423,644.05**	**100.000%**	**$779,735**	**$ -**	**$779,735**	**$ 60,807**	**$ 840,542**

Allocation Basis: **$ of Budget Expenditures**

Source of Allocation: **Budget File**

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Accounts Payable							
1001-NDD-0010 Non-Departmental	118.00	0.875%	$ 2,730		$ 2,730		$ 2,730
1001-CCO-1000 City Council	386.00	2.864%	$ 8,932		$ 8,932		$ 8,932
1001-CMO-1100 City Manager	191.00	1.417%	$ 4,420		$ 4,420		$ 4,420
1001-CMO-1200 City Clerk	89.00	0.660%	$ 2,059		$ 2,059		$ 2,059
1001-CMO-1300 Human Resources	238.00	1.766%	$ 5,507		$ 5,507		$ 5,507
1001-CMO-1310 Risk Management	22.00	0.163%	$ 509		$ 509		$ 509
1001-CMO-1600 Communications	145.00	1.076%	$ 3,355		$ 3,355		$ 3,355
1001-CAO-1900 City Attorney	33.00	0.245%	$ 764		$ 764		$ 764
1001-ASD-2000 Finance	558.00	4.140%	$ 12,912		$ 12,912		$ 12,912
1001-PWD-6000 Public Works Administration	161.00	1.194%	$ 3,725		$ 3,725	$ 335	$ 4,060
1001-PWD-6311 City Hall	320.00	2.374%	$ 7,405		$ 7,405	$ 665	$ 8,070
1001-NDD-0110 Human Services	17.00	0.126%	$ 393		$ 393	$ 35	$ 429
1001-NDD-0120 Library Services	11.00	0.082%	$ 255		$ 255	$ 23	$ 277
1001-NDD-0130 Dougherty Reg Fire Auth	6.00	0.045%	$ 139		$ 139	$ 12	$ 151
1001-CMO-1210 Elections	15.00	0.111%	$ 347		$ 347	$ 31	$ 378
1001-CMO-1500 Economic Development	149.00	1.105%	$ 3,448		$ 3,448	$ 310	$ 3,758
1001-CMO-1810 Disaster Preparedness	37.00	0.275%	$ 856		$ 856	$ 77	$ 933
1001-CMO-1820 Animal Control	6.00	0.045%	$ 139		$ 139	$ 12	$ 151
1001-CMO-1830 Community TV	16.00	0.119%	$ 370		$ 370	$ 33	$ 403
1001-PSD-3000 Police Admin / Support Services	29.00	0.215%	$ 671		$ 671	$ 60	$ 731
1001-PSD-3010 Patrol	9.00	0.067%	$ 208		$ 208	$ 19	$ 227
1001-PSD-3020 Traffic	10.00	0.074%	$ 231		$ 231	$ 21	$ 252
1001-PSD-3030 Investigations	10.00	0.074%	$ 231		$ 231	$ 21	$ 252
1001-PSD-3040 Crime Prevention	10.00	0.074%	$ 231		$ 231	$ 21	$ 252
1001-PSD-3041 School Resource Svcs	10.00	0.074%	$ 231		$ 231	$ 21	$ 252
1001-PSD-3050 Communications / Dispatch	5.00	0.037%	$ 116		$ 116	$ 10	$ 126
1001-PSD-3100 Police Operations Support	911.00	6.759%	$ 21,080		$ 21,080	$ 1,894	$ 22,974
1001-PSD-3140 Crime Prevention	168.00	1.246%	$ 3,887		$ 3,887	$ 349	$ 4,237
1001-PSD-3510 Crossing Guards	24.00	0.178%	$ 555		$ 555	$ 50	$ 605
1001-FSD-3700 Fire Administration	24.00	0.178%	$ 555		$ 555	$ 50	$ 605
1001-FSD-3800 Fire Prevention	6.00	0.045%	$ 139		$ 139	$ 12	$ 151
1001-PWD-6005 Insurance Claims	6.00	0.045%	$ 139		$ 139	$ 12	$ 151
1001-PWD-6100 Engineering	53.00	0.393%	$ 1,226		$ 1,226	$ 110	$ 1,337

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ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PWD-6110 Capital Improvement Program	10.00	0.074%	$ 231		$ 231	$ 21	$ 252
1001-PWD-6120 Development	103.00	0.764%	$ 2,383		$ 2,383	$ 214	$ 2,597
1001-PWD-6130 Transportation	51.00	0.378%	$ 1,180		$ 1,180	$ 106	$ 1,286
1001-PWD-6200 Environment & Sustainability	22.00	0.163%	$ 509		$ 509	$ 46	$ 555
1001-PWD-6210 Climate Action Plan	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
1001-PWD-6220 Public Outreach & Events	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
1001-PWD-6240 Stormwater Programs	37.00	0.275%	$ 856		$ 856	$ 77	$ 933
1001-PWD-6300 Maintenance	70.00	0.519%	$ 1,620		$ 1,620	$ 146	$ 1,765
1001-PWD-6313 Heritage Museums	219.00	1.625%	$ 5,067		$ 5,067	$ 455	$ 5,523
1001-PWD-6314 Maintenance Corp Yard	157.00	1.165%	$ 3,633		$ 3,633	$ 326	$ 3,959
1001-PWD-6315 Senior Center	184.00	1.365%	$ 4,258		$ 4,258	$ 383	$ 4,640
1001-PWD-6316 Shannon Community Center	229.00	1.699%	$ 5,299		$ 5,299	$ 476	$ 5,775
1001-PWD-6317 The Wave	237.00	1.758%	$ 5,484		$ 5,484	$ 493	$ 5,977
1001-PWD-6320 Parks	477.00	3.539%	$ 11,037		$ 11,037	$ 992	$ 12,029
1001-PWD-6321 Community/Sports Parks	87.00	0.645%	$ 2,013		$ 2,013	$ 181	$ 2,194
1001-PWD-6322 Historic/Nature Parks	13.00	0.096%	$ 301		$ 301	$ 27	$ 328
1001-PWD-6323 Neighborhood Parks	109.00	0.809%	$ 2,522		$ 2,522	$ 227	$ 2,749
1001-PWD-6332 Landscaping	533.00	3.954%	$ 12,333		$ 12,333	$ 1,108	$ 13,441
1001-PWD-6334 Sidewalks	5.00	0.037%	$ 116		$ 116	$ 10	$ 126
1001-PWD-6336 Streetlights	8.00	0.059%	$ 185		$ 185	$ 17	$ 202
1001-PWD-6337 Traffic Signals	98.00	0.727%	$ 2,268		$ 2,268	$ 204	$ 2,471
1001-PWD-6338 Street Tree Maintenance	12.00	0.089%	$ 278		$ 278	$ 25	$ 303
1001-PWD-6339 Signs	4.00	0.030%	$ 93		$ 93	$ 8	$ 101
1001-PWD-6341 Street Sweeping	14.00	0.104%	$ 324		$ 324	$ 29	$ 353
1001-PWD-6342 City Vehicles	21.00	0.156%	$ 486		$ 486	$ 44	$ 530
1001-PWD-6343 Special Events	13.00	0.096%	$ 301		$ 301	$ 27	$ 328
1001-PWD-6350 Public Safety Complex	49.00	0.364%	$ 1,134		$ 1,134	$ 102	$ 1,236
1001-PWD-6351 Police Services	142.00	1.053%	$ 3,286		$ 3,286	$ 295	$ 3,581
1001-PWD-6352 Grounds	12.00	0.089%	$ 278		$ 278	$ 25	$ 303
1001-PWD-6358 Fire Administration PSC	47.00	0.349%	$ 1,088		$ 1,088	$ 98	$ 1,185
1001-PWD-6360 Fire Station Maint	18.00	0.134%	$ 417		$ 417	$ 37	$ 454
1001-PWD-6362 Fire Station 16	111.00	0.824%	$ 2,568		$ 2,568	$ 231	$ 2,799
1001-PWD-6363 Fire Station 17	107.00	0.794%	$ 2,476		$ 2,476	$ 222	$ 2,698
1001-PWD-6364 Fire Station 18	105.00	0.779%	$ 2,430		$ 2,430	$ 218	$ 2,648
1001-PWD-6365 Fire Vehicle Maintenace Facility	6.00	0.045%	$ 139		$ 139	$ 12	$ 151
1001-PWD-6370 Library	115.00	0.853%	$ 2,661		$ 2,661	$ 239	$ 2,900

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PWD-6381 DSRSD	12.00	0.089%	$ 278		$ 278	$ 25	$ 303
1001-PWD-6382 Camp Parks - Muni Services	52.00	0.386%	$ 1,203		$ 1,203	$ 108	$ 1,311
1001-PCS-7000 Parks & Community Services	343.00	2.545%	$ 7,937		$ 7,937	$ 713	$ 8,650
1001-PCS-7010 Contracted Classes & Programs	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
1001-PCS-7011 Contracted Fitness & Wellness	66.00	0.490%	$ 1,527		$ 1,527	$ 137	$ 1,664
1001-PCS-7012 Contracted Leisure	80.00	0.594%	$ 1,851		$ 1,851	$ 166	$ 2,017
1001-PCS-7100 Community Events & Festivals	9.00	0.067%	$ 208		$ 208	$ 19	$ 227
1001-PCS-7101 St. Patrick's Day Festival	60.00	0.445%	$ 1,388		$ 1,388	$ 125	$ 1,513
1001-PCS-7102 Santa Breakfast/Tree Lighting	48.00	0.356%	$ 1,111		$ 1,111	$ 100	$ 1,210
1001-PCS-7104 Farmer's Market/Concerts	4.00	0.030%	$ 93		$ 93	$ 8	$ 101
1001-PCS-7105 Family Campouts	44.00	0.326%	$ 1,018		$ 1,018	$ 91	$ 1,110
1001-PCS-7106 Spring Eggstravaganza	14.00	0.104%	$ 324		$ 324	$ 29	$ 353
1001-PCS-7107 Outdoor Movie Nights	28.00	0.208%	$ 648		$ 648	$ 58	$ 706
1001-PCS-7108 Ghosts of Dublin/Harvest Fair	23.00	0.171%	$ 532		$ 532	$ 48	$ 580
1001-PCS-7109 Floating Pumpkin Patch	14.00	0.104%	$ 324		$ 324	$ 29	$ 353
1001-PCS-7110 Special Events	12.00	0.089%	$ 278		$ 278	$ 25	$ 303
1001-PCS-7111 Community Outreach Events	72.00	0.534%	$ 1,666		$ 1,666	$ 150	$ 1,816
1001-PCS-7112 Art Space Grants	82.00	0.608%	$ 1,897		$ 1,897	$ 170	$ 2,068
1001-PCS-7113 City Presented Performances	21.00	0.156%	$ 486		$ 486	$ 44	$ 530
1001-PCS-7114 Park and Facility Dedications	34.00	0.252%	$ 787		$ 787	$ 71	$ 857
1001-PCS-7120 Arts Activities Admin	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
1001-PCS-7133 City Presented Performances	2.00	0.015%	$ 46		$ 46	$ 4	$ 50
1001-PCS-7134 Cultrual Art Classes	136.00	1.009%	$ 3,147		$ 3,147	$ 283	$ 3,430
1001-PCS-7201 Burials	7.00	0.052%	$ 162		$ 162	$ 15	$ 177
1001-PCS-7210 Heritage Ctr Programs Admin	3.00	0.022%	$ 69		$ 69	$ 6	$ 76
1001-PCS-7211 Tours & Hands-on History	25.00	0.185%	$ 578		$ 578	$ 52	$ 630
1001-PCS-7213 Heritage Exhibit & Collections	10.00	0.074%	$ 231		$ 231	$ 21	$ 252
1001-PCS-7220 Heritage Ctr Ops Admin	42.00	0.312%	$ 972		$ 972	$ 87	$ 1,059
1001-PCS-7221 Heritage Ctr Rental	7.00	0.052%	$ 162		$ 162	$ 15	$ 177
1001-PCS-7300 Senior Programs Admin	2.00	0.015%	$ 46		$ 46	$ 4	$ 50
1001-PCS-7301 Senior Program Trips and Tours	10.00	0.074%	$ 231		$ 231	$ 21	$ 252
1001-PCS-7302 Senior Program Activities	3.00	0.022%	$ 69		$ 69	$ 6	$ 76
1001-PCS-7303 Senior Program Lunch Program	15.00	0.111%	$ 347		$ 347	$ 31	$ 378
1001-PCS-7304 Senior Program Special Events	20.00	0.148%	$ 463		$ 463	$ 42	$ 504
1001-PCS-7305 Senior Volunteer Program	6.00	0.045%	$ 139		$ 139	$ 12	$ 151
1001-PCS-7306 Contracted Senior Classes	8.00	0.059%	$ 185		$ 185	$ 17	$ 202

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7310 Senior Ctr Facility Ops Admin	28.00	0.208%	$ 648		$ 648	$ 58	$ 706
1001-PCS-7311 Senior Ctr Rental	22.00	0.163%	$ 509		$ 509	$ 46	$ 555
1001-PCS-7400 Family Programs Admin	11.00	0.082%	$ 255		$ 255	$ 23	$ 277
1001-PCS-7401 After School Recreation	102.00	0.757%	$ 2,360		$ 2,360	$ 212	$ 2,572
1001-PCS-7402 Full Day Camps	36.00	0.267%	$ 833		$ 833	$ 75	$ 908
1001-PCS-7403 Half Day Camps	7.00	0.052%	$ 162		$ 162	$ 15	$ 177
1001-PCS-7404 Student Union	10.00	0.074%	$ 231		$ 231	$ 21	$ 252
1001-PCS-7405 Dublin L.E.A.D	4.00	0.030%	$ 93		$ 93	$ 8	$ 101
1001-PCS-7410 PreSchool Admin	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
1001-PCS-7411 Shannon Preschool	144.00	1.068%	$ 3,332		$ 3,332	$ 299	$ 3,631
1001-PCS-7413 PreSchool Camps	4.00	0.030%	$ 93		$ 93	$ 8	$ 101
1001-PCS-7420 Shannon Ctr Facility Ops	48.00	0.356%	$ 1,111		$ 1,111	$ 100	$ 1,210
1001-PCS-7421 Shannon Ctr Rental	39.00	0.289%	$ 902		$ 902	$ 81	$ 984
1001-PCS-7500 Sports Admin	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
1001-PCS-7501 Adult Sports/Basketball	17.00	0.126%	$ 393		$ 393	$ 35	$ 429
1001-PCS-7502 Adult Sports/Softball	15.00	0.111%	$ 347		$ 347	$ 31	$ 378
1001-PCS-7503 Youth Sports/Basketball	24.00	0.178%	$ 555		$ 555	$ 50	$ 605
1001-PCS-7504 Youth Sports/Tee Ball	5.00	0.037%	$ 116		$ 116	$ 10	$ 126
1001-PCS-7505 Contracted Sports Programs	605.00	4.488%	$ 13,999		$ 13,999	$ 1,258	$ 15,257
1001-PCS-7510 Other Facility Operations Admin	34.00	0.252%	$ 787		$ 787	$ 71	$ 857
1001-PCS-7511 Stager Gym Rental	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
1001-PCS-7513 Civic Center Rentals	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
1001-PCS-7514 Library Rentals	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
1001-PCS-7515 Parks Rental	39.00	0.289%	$ 902		$ 902	$ 81	$ 984
1001-PCS-7600 Aquatics Program Admin	13.00	0.096%	$ 301		$ 301	$ 27	$ 328
1001-PCS-7601 Recreation Swimming	21.00	0.156%	$ 486		$ 486	$ 44	$ 530
1001-PCS-7602 Competitive Swimming	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
1001-PCS-7603 Fitness Programs	33.00	0.245%	$ 764		$ 764	$ 69	$ 832
1001-PCS-7604 Swim Lessons	8.00	0.059%	$ 185		$ 185	$ 17	$ 202
1001-PCS-7605 Contracted Aquatic Programs	140.00	1.039%	$ 3,239		$ 3,239	$ 291	$ 3,531
1001-PCS-7610 Waterpark Operations Admin	116.00	0.861%	$ 2,684		$ 2,684	$ 241	$ 2,925
1001-PCS-7611 Waterpark Operations	210.00	1.558%	$ 4,859		$ 4,859	$ 437	$ 5,296
1001-PCS-7612 Wave Concessions	3.00	0.022%	$ 69		$ 69	$ 6	$ 76
1001-PCS-7620 Wave Facility Admin	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
1001-PCS-7621 Wave Facility Rental	4.00	0.030%	$ 93		$ 93	$ 8	$ 101
1001-CDD-8200 Planning	159.00	1.180%	$ 3,679		$ 3,679	$ 331	$ 4,010

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-CDD-8300 Building & Safety	197.00	1.462%	$ 4,558		$ 4,558	$ 410	$ 4,968
1009-PWD- Developer Deposit	311.00	2.307%	$ 7,196		$ 7,196	$ 647	$ 7,843
1101-NDD- General Fund Reserve Projects	29.00	0.215%	$ 671		$ 671	$ 60	$ 731
2101-PSD- State Seizure / Special Activity Fund	20.00	0.148%	$ 463		$ 463	$ 42	$ 504
2102-PSD- Vehicle Abatement	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
2103-PSD- SLES / COPS Fund	2.00	0.015%	$ 46		$ 46	$ 4	$ 50
2106-PWD- Traffic Safety	39.00	0.289%	$ 902		$ 902	$ 81	$ 984
2109-FSD- EMS Special Revenue	3.00	0.022%	$ 69		$ 69	$ 6	$ 76
2111-PSD- Enforcement Grants	8.00	0.059%	$ 185		$ 185	$ 17	$ 202
2201-PWD- State Gas Tax	92.00	0.683%	$ 2,129		$ 2,129	$ 191	$ 2,320
2212-PWD- ACTC - Vehicle Registration Fee	10.00	0.074%	$ 231		$ 231	$ 21	$ 252
2215-PWD- Measure BB-Bike & Ped	10.00	0.074%	$ 231		$ 231	$ 21	$ 252
2302-PWD- Measure D	79.00	0.586%	$ 1,828		$ 1,828	$ 164	$ 1,992
2303-PWD- Garbage Service Fund	2.00	0.015%	$ 46		$ 46	$ 4	$ 50
2304-PWD- Local Recycling Fund	12.00	0.089%	$ 278		$ 278	$ 25	$ 303
2323-PWD- Dublin / Dougherty	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
2324-PWD- Village Parkway	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
2701-PWD- Street Light District 1983-1	86.00	0.638%	$ 1,990		$ 1,990	$ 179	$ 2,169
2702-PWD- Landscape District Stagecoach 1983-1	46.00	0.341%	$ 1,064		$ 1,064	$ 96	$ 1,160
2703-PWD- Landscape District Dougherty 1986-1	88.00	0.653%	$ 2,036		$ 2,036	$ 183	$ 2,219
2704-PWD- Landscape District Santa Rita 1997-1	109.00	0.809%	$ 2,522		$ 2,522	$ 227	$ 2,749
2705-PWD- Landscape District East Dublin 1999-1	87.00	0.645%	$ 2,013		$ 2,013	$ 181	$ 2,194
2710-PWD- Dublin Crossing-CFD Series 2017	2.00	0.015%	$ 46		$ 46	$ 4	$ 50
2801-PCS- Public Art Fund	43.00	0.319%	$ 995		$ 995	$ 89	$ 1,084
2811-CMO- Cable TV Facilities	2.00	0.015%	$ 46		$ 46	$ 4	$ 50
2901-CDD- Affordable Housing	27.00	0.200%	$ 625		$ 625	$ 56	$ 681
2903-NDD- Community Development Block Grant	39.00	0.289%	$ 902		$ 902	$ 81	$ 984
2907-CMO- American Rescue Plan Act (ARPA)	78.00	0.579%	$ 1,805		$ 1,805	$ 162	$ 1,967
2911-CDD- Building Homes and Jobs Act	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
2912-CDD- State Housing Grant	11.00	0.082%	$ 255		$ 255	$ 23	$ 277
2920-NDD- Federal Grant - General	9.00	0.067%	$ 208		$ 208	$ 19	$ 227
3300-CIP- General Improvement CIP Projects	187.00	1.387%	$ 4,327		$ 4,327	$ 389	$ 4,716
3500-CIP- Parks CIP Projects	173.00	1.283%	$ 4,003		$ 4,003	$ 360	$ 4,363
3600-CIP- Streets CIP Projects	248.00	1.840%	$ 5,739		$ 5,739	$ 516	$ 6,254
3700-CIP- Public Art CIP	27.00	0.200%	$ 625		$ 625	$ 56	$ 681
4103-NDD- Community Park Improvements	8.00	0.059%	$ 185		$ 185	$ 17	$ 202

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
4104-NDD- Neighborhood Park Improvements	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
4201-NDD- Fire Impact Fees	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
4302-NDD- East Dublin Transportation Impact Fee	1.00	0.007%	$ 23		$ 23	$ 2	$ 25
4306-NDD- Tri-Valley Transportation Fee	10.00	0.074%	$ 231		$ 231	$ 21	$ 252
5102-NDD- CFD 2015-1 Improv. Area 1	27.00	0.200%	$ 625		$ 625	$ 56	$ 681
5171-NDD- CERBT (OPEB) Trust	22.00	0.163%	$ 509		$ 509	$ 46	$ 555
5301-PWD- Fallon Village GHAD	28.00	0.208%	$ 648		$ 648	$ 58	$ 706
5302-PWD- Schaefer Ranch GHAD	24.00	0.178%	$ 555		$ 555	$ 50	$ 605
5321-PWD- Fallon Crossing	11.00	0.082%	$ 255		$ 255	$ 23	$ 277
5990-NDD- Customer Service Committee	10.00	0.074%	$ 231		$ 231	$ 21	$ 252
6105-NDD- Vehicles Replacement	14.00	0.104%	$ 324		$ 324	$ 29	$ 353
6205-NDD- Facilities Replacement	2.00	0.015%	$ 46		$ 46	$ 4	$ 50
6305-NDD- Equipment Replacement	11.00	0.082%	$ 255		$ 255	$ 23	$ 277
6605-CMO- Information Systems Fund	453.00	3.361%	$ 10,482		$ 10,482	$ 942	$ 11,424
6901-NDD- Retiree Health	332.00	2.463%	$ 7,682		$ 7,682	$ 690	$ 8,372
Total	**13,479.00**	**100.000%**	**$ 311,894**	**$ -**	**$ 311,894**	**$ 24,323**	**$ 336,217**

Allocation Basis: **# of AP Trans**

Source of Allocation: **AP Log**

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Accounts Receivable							
1001-PSD-3000 Police Admin / Support Services	10.00	16.949%	$ 26,432		$ 26,432	$ 2,061	$ 28,493
1001-FSD-3700 Fire Administration	2.00	3.390%	$ 5,286		$ 5,286	$ 412	$ 5,699
1001-PWD-6100 Engineering	1.00	1.695%	$ 2,643		$ 2,643	$ 206	$ 2,849
1001-PWD-6332 Landscaping	2.00	3.390%	$ 5,286		$ 5,286	$ 412	$ 5,699
1001-PWD-6350 Public Safety Complex	2.00	3.390%	$ 5,286		$ 5,286	$ 412	$ 5,699
1001-PWD-6382 Camp Parks - Muni Services	3.00	5.085%	$ 7,930		$ 7,930	$ 618	$ 8,548
1009-PWD- Developer Deposit	33.00	55.932%	$ 87,225		$ 87,225	$ 6,802	$ 94,027
2903-NDD- Community Development Block Grant	6.00	10.169%	$ 15,859		$ 15,859	$ 1,237	$ 17,096
Total	**59.00**	**100.000%**	**$155,947**	**$ -**	**$155,947**	**$ 12,161**	**$ 168,108**

Allocation Basis: **# of AR Trans**

Source of Allocation: **AR Log**

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Procurement							
1001-NDD-0010 Non-Departmental	8.00	1.626%	$ 2,536		$ 2,536		$ 2,536
1001-CCO-1000 City Council	7.00	1.423%	$ 2,219		$ 2,219		$ 2,219
1001-CMO-1100 City Manager	3.00	0.610%	$ 951		$ 951		$ 951
1001-CMO-1300 Human Resources	7.00	1.423%	$ 2,219		$ 2,219		$ 2,219
1001-CMO-1600 Communications	2.00	0.407%	$ 634		$ 634		$ 634
1001-CAO-1900 City Attorney	2.00	0.407%	$ 634		$ 634		$ 634
1001-ASD-2000 Finance	7.00	1.423%	$ 2,219		$ 2,219		$ 2,219
1001-PWD-6000 Public Works Administration	3.00	0.610%	$ 951		$ 951	$ 80	$ 1,031
1001-PWD-6311 City Hall	13.00	2.642%	$ 4,121		$ 4,121	$ 347	$ 4,467
1001-NDD-0110 Human Services	8.00	1.626%	$ 2,536		$ 2,536	$ 213	$ 2,749
1001-NDD-0120 Library Services	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-CMO-1210 Elections	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-CMO-1500 Economic Development	3.00	0.610%	$ 951		$ 951	$ 80	$ 1,031
1001-CMO-1810 Disaster Preparedness	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-CMO-1820 Animal Control	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-CMO-1830 Community TV	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PSD-3000 Police Admin / Support Services	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PSD-3100 Police Operations Support	24.00	4.878%	$ 7,607		$ 7,607	$ 640	$ 8,247
1001-PSD-3510 Crossing Guards	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-FSD-3700 Fire Administration	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PWD-6005 Insurance Claims	3.00	0.610%	$ 951		$ 951	$ 80	$ 1,031
1001-PWD-6100 Engineering	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PWD-6120 Development	7.00	1.423%	$ 2,219		$ 2,219	$ 187	$ 2,405
1001-PWD-6130 Transportation	6.00	1.220%	$ 1,902		$ 1,902	$ 160	$ 2,062
1001-PWD-6200 Environment & Sustainability	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PWD-6240 Stormwater Programs	6.00	1.220%	$ 1,902		$ 1,902	$ 160	$ 2,062
1001-PWD-6300 Maintenance	2.00	0.407%	$ 634		$ 634	$ 53	$ 687
1001-PWD-6334 Sidewalks	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PWD-6339 Signs	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PWD-6341 Street Sweeping	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PWD-6342 City Vehicles	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PWD-6362 Fire Station 16	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PWD-6382 Camp Parks - Muni Services	3.00	0.610%	$ 951		$ 951	$ 80	$ 1,031

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7000 Parks & Community Services	5.00	1.016%	$ 1,585		$ 1,585	$ 133	$ 1,718
1001-PCS-7011 Contracted Fitness & Wellness	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PCS-7012 Contracted Leisure	2.00	0.407%	$ 634		$ 634	$ 53	$ 687
1001-PCS-7107 Outdoor Movie Nights	2.00	0.407%	$ 634		$ 634	$ 53	$ 687
1001-PCS-7110 Special Events	2.00	0.407%	$ 634		$ 634	$ 53	$ 687
1001-PCS-7111 Community Outreach Events	6.00	1.220%	$ 1,902		$ 1,902	$ 160	$ 2,062
1001-PCS-7114 Park and Facility Dedications	2.00	0.407%	$ 634		$ 634	$ 53	$ 687
1001-PCS-7201 Burials	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PCS-7220 Heritage Ctr Ops Admin	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PCS-7221 Heritage Ctr Rental	2.00	0.407%	$ 634		$ 634	$ 53	$ 687
1001-PCS-7301 Senior Program Trips and Tours	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PCS-7421 Shannon Ctr Rental	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PCS-7503 Youth Sports/Basketball	2.00	0.407%	$ 634		$ 634	$ 53	$ 687
1001-PCS-7514 Library Rentals	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-PCS-7610 Waterpark Operations Admin	7.00	1.423%	$ 2,219		$ 2,219	$ 187	$ 2,405
1001-PCS-7611 Waterpark Operations	8.00	1.626%	$ 2,536		$ 2,536	$ 213	$ 2,749
1001-PCS-7621 Wave Facility Rental	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
1001-CDD-8200 Planning	3.00	0.610%	$ 951		$ 951	$ 80	$ 1,031
1001-CDD-8300 Building & Safety	5.00	1.016%	$ 1,585		$ 1,585	$ 133	$ 1,718
1009-PWD- Developer Deposit	33.00	6.707%	$ 10,460		$ 10,460	$ 880	$ 11,340
1101-NDD- General Fund Reserve Projects	5.00	1.016%	$ 1,585		$ 1,585	$ 133	$ 1,718
2101-PSD- State Seizure / Special Activity Fund	4.00	0.813%	$ 1,268		$ 1,268	$ 107	$ 1,375
2106-PWD- Traffic Safety	3.00	0.610%	$ 951		$ 951	$ 80	$ 1,031
2201-PWD- State Gas Tax	6.00	1.220%	$ 1,902		$ 1,902	$ 160	$ 2,062
2212-PWD- ACTC - Vehicle Registration Fee	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
2215-PWD- Measure BB-Bike & Ped	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
2302-PWD- Measure D	8.00	1.626%	$ 2,536		$ 2,536	$ 213	$ 2,749
2303-PWD- Garbage Service Fund	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
2304-PWD- Local Recycling Fund	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
2701-PWD- Street Light District 1983-1	2.00	0.407%	$ 634		$ 634	$ 53	$ 687
2704-PWD- Landscape District Santa Rita 1997-1	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
2710-PWD- Dublin Crossing-CFD Series 2017	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
2801-PCS- Public Art Fund	2.00	0.407%	$ 634		$ 634	$ 53	$ 687
2901-CDD- Affordable Housing	2.00	0.407%	$ 634		$ 634	$ 53	$ 687
2903-NDD- Community Development Block Grant	8.00	1.626%	$ 2,536		$ 2,536	$ 213	$ 2,749
2907-CMO- American Rescue Plan Act (ARPA)	17.00	3.455%	$ 5,388		$ 5,388	$ 453	$ 5,842

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
2911-CDD- Building Homes and Jobs Act	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
3300-CIP- General Improvement CIP Projects	31.00	6.301%	$ 9,826		$ 9,826	$ 827	$ 10,653
3500-CIP- Parks CIP Projects	32.00	6.504%	$ 10,143		$ 10,143	$ 853	$ 10,996
3600-CIP- Streets CIP Projects	50.00	10.163%	$ 15,848		$ 15,848	$ 1,333	$ 17,182
3700-CIP- Public Art CIP	8.00	1.626%	$ 2,536		$ 2,536	$ 213	$ 2,749
4103-NDD- Community Park Improvements	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
5102-NDD- CFD 2015-1 Improv. Area 1	5.00	1.016%	$ 1,585		$ 1,585	$ 133	$ 1,718
5301-PWD- Fallon Village GHAD	5.00	1.016%	$ 1,585		$ 1,585	$ 133	$ 1,718
5302-PWD- Schaefer Ranch GHAD	3.00	0.610%	$ 951		$ 951	$ 80	$ 1,031
5321-PWD- Fallon Crossing	2.00	0.407%	$ 634		$ 634	$ 53	$ 687
6105-NDD- Vehicles Replacement	14.00	2.846%	$ 4,438		$ 4,438	$ 373	$ 4,811
6205-NDD- Facilities Replacement	1.00	0.203%	$ 317		$ 317	$ 27	$ 344
6305-NDD- Equipment Replacement	10.00	2.033%	$ 3,170		$ 3,170	$ 267	$ 3,436
6605-CMO- Information Systems Fund	51.00	10.366%	$ 16,165		$ 16,165	$ 1,360	$ 17,525
Total	**492.00**	**100.000%**	**$ 155,947**	**$ -**	**$ 155,947**	**$ 12,161**	**$ 168,108**

Allocation Basis: **# of PO**

Source of Allocation: **PO Log**

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Payroll							
1001-CMO-1100 City Manager	5.25	5.000%	$ 23,392		$ 23,392		$ 23,392
1001-CMO-1200 City Clerk	4.50	4.286%	$ 20,050		$ 20,050		$ 20,050
1001-CMO-1300 Human Resources	3.50	3.333%	$ 15,595		$ 15,595		$ 15,595
1001-CMO-1600 Communications	2.15	2.048%	$ 9,580		$ 9,580		$ 9,580
1001-ASD-2000 Finance	7.90	7.524%	$ 35,199		$ 35,199		$ 35,199
1001-PWD-6000 Public Works Administration	6.20	5.905%	$ 27,625		$ 27,625	$ 2,769	$ 30,394
1001-CMO-1500 Economic Development	2.10	2.000%	$ 9,357		$ 9,357	$ 938	$ 10,295
1001-CMO-1810 Disaster Preparedness	0.75	0.714%	$ 3,342		$ 3,342	$ 335	$ 3,677
1001-PSD-3100 Police Operations Support	4.00	3.810%	$ 17,823		$ 17,823	$ 1,786	$ 19,609
1001-FSD-3800 Fire Prevention	1.00	0.952%	$ 4,456		$ 4,456	$ 447	$ 4,902
1001-PWD-6100 Engineering	0.75	0.714%	$ 3,342		$ 3,342	$ 335	$ 3,677
1001-PWD-6110 Capital Improvement Program	4.00	3.810%	$ 17,823		$ 17,823	$ 1,786	$ 19,609
1001-PWD-6120 Development	4.05	3.857%	$ 18,045		$ 18,045	$ 1,809	$ 19,854
1001-PWD-6130 Transportation	2.75	2.619%	$ 12,253		$ 12,253	$ 1,228	$ 13,481
1001-PWD-6200 Environment & Sustainability	1.35	1.286%	$ 6,015		$ 6,015	$ 603	$ 6,618
1001-PWD-6231 AVI Franchise Agreement	0.10	0.095%	$ 446		$ 446	$ 45	$ 490
1001-PWD-6300 Maintenance	2.00	1.905%	$ 8,911		$ 8,911	$ 893	$ 9,804
1001-PCS-7000 Parks & Community Services	4.95	4.714%	$ 22,055		$ 22,055	$ 2,210	$ 24,266
1001-PCS-7010 Contracted Classes & Programs	0.35	0.333%	$ 1,559		$ 1,559	$ 156	$ 1,716
1001-PCS-7011 Contracted Fitness & Wellness	0.30	0.286%	$ 1,337		$ 1,337	$ 134	$ 1,471
1001-PCS-7012 Contracted Leisure	0.20	0.190%	$ 891		$ 891	$ 89	$ 980
1001-PCS-7100 Community Events & Festivals	2.15	2.048%	$ 9,580		$ 9,580	$ 960	$ 10,540
1001-PCS-7113 City Presented Performances	0.05	0.048%	$ 223		$ 223	$ 22	$ 245
1001-PCS-7120 Arts Activities Admin	0.70	0.667%	$ 3,119		$ 3,119	$ 313	$ 3,432
1001-PCS-7210 Heritage Ctr Programs Admin	0.50	0.476%	$ 2,228		$ 2,228	$ 223	$ 2,451
1001-PCS-7220 Heritage Ctr Ops Admin	0.45	0.429%	$ 2,005		$ 2,005	$ 201	$ 2,206
1001-PCS-7300 Senior Programs Admin	0.45	0.429%	$ 2,005		$ 2,005	$ 201	$ 2,206
1001-PCS-7301 Senior Program Trips and Tours	0.10	0.095%	$ 446		$ 446	$ 45	$ 490
1001-PCS-7302 Senior Program Activities	0.35	0.333%	$ 1,559		$ 1,559	$ 156	$ 1,716
1001-PCS-7303 Senior Program Lunch Program	0.15	0.143%	$ 668		$ 668	$ 67	$ 735
1001-PCS-7304 Senior Program Special Events	0.25	0.238%	$ 1,114		$ 1,114	$ 112	$ 1,226
1001-PCS-7305 Senior Volunteer Program	0.20	0.190%	$ 891		$ 891	$ 89	$ 980
1001-PCS-7306 Contracted Senior Classes	0.30	0.286%	$ 1,337		$ 1,337	$ 134	$ 1,471

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7310 Senior Ctr Facility Ops Admin	0.40	0.381%	$ 1,782		$ 1,782	$ 179	$ 1,961
1001-PCS-7311 Senior Ctr Rental	0.75	0.714%	$ 3,342		$ 3,342	$ 335	$ 3,677
1001-PCS-7400 Family Programs Admin	0.35	0.333%	$ 1,559		$ 1,559	$ 156	$ 1,716
1001-PCS-7401 After School Recreation	0.30	0.286%	$ 1,337		$ 1,337	$ 134	$ 1,471
1001-PCS-7402 Full Day Camps	0.10	0.095%	$ 446		$ 446	$ 45	$ 490
1001-PCS-7403 Half Day Camps	0.10	0.095%	$ 446		$ 446	$ 45	$ 490
1001-PCS-7404 Student Union	0.35	0.333%	$ 1,559		$ 1,559	$ 156	$ 1,716
1001-PCS-7405 Dublin L.E.A.D	0.10	0.095%	$ 446		$ 446	$ 45	$ 490
1001-PCS-7410 PreSchool Admin	0.45	0.429%	$ 2,005		$ 2,005	$ 201	$ 2,206
1001-PCS-7411 Shannon Preschool	0.20	0.190%	$ 891		$ 891	$ 89	$ 980
1001-PCS-7413 PreSchool Camps	0.10	0.095%	$ 446		$ 446	$ 45	$ 490
1001-PCS-7420 Shannon Ctr Facility Ops	0.15	0.143%	$ 668		$ 668	$ 67	$ 735
1001-PCS-7421 Shannon Ctr Rental	0.30	0.286%	$ 1,337		$ 1,337	$ 134	$ 1,471
1001-PCS-7500 Sports Admin	0.45	0.429%	$ 2,005		$ 2,005	$ 201	$ 2,206
1001-PCS-7501 Adult Sports/Basketball	0.43	0.410%	$ 1,916		$ 1,916	$ 192	$ 2,108
1001-PCS-7502 Adult Sports/Softball	0.43	0.410%	$ 1,916		$ 1,916	$ 192	$ 2,108
1001-PCS-7503 Youth Sports/Basketball	0.30	0.286%	$ 1,337		$ 1,337	$ 134	$ 1,471
1001-PCS-7504 Youth Sports/Tee Ball	0.05	0.048%	$ 223		$ 223	$ 22	$ 245
1001-PCS-7505 Contracted Sports Programs	0.69	0.657%	$ 3,074		$ 3,074	$ 308	$ 3,383
1001-PCS-7510 Other Facility Operations Admin	0.05	0.048%	$ 223		$ 223	$ 22	$ 245
1001-PCS-7511 Stager Gym Rental	0.10	0.095%	$ 446		$ 446	$ 45	$ 490
1001-PCS-7513 Civic Center Rentals	0.20	0.190%	$ 891		$ 891	$ 89	$ 980
1001-PCS-7514 Library Rentals	0.25	0.238%	$ 1,114		$ 1,114	$ 112	$ 1,226
1001-PCS-7515 Parks Rental	1.05	1.000%	$ 4,678		$ 4,678	$ 469	$ 5,147
1001-PCS-7600 Aquatics Program Admin	0.95	0.905%	$ 4,233		$ 4,233	$ 424	$ 4,657
1001-PCS-7601 Recreation Swimming	0.25	0.238%	$ 1,114		$ 1,114	$ 112	$ 1,226
1001-PCS-7602 Competitive Swimming	0.35	0.333%	$ 1,559		$ 1,559	$ 156	$ 1,716
1001-PCS-7603 Fitness Programs	0.40	0.381%	$ 1,782		$ 1,782	$ 179	$ 1,961
1001-PCS-7604 Swim Lessons	0.50	0.476%	$ 2,228		$ 2,228	$ 223	$ 2,451
1001-PCS-7611 Waterpark Operations	1.30	1.238%	$ 5,792		$ 5,792	$ 581	$ 6,373
1001-PCS-7612 Wave Concessions	0.05	0.048%	$ 223		$ 223	$ 22	$ 245
1001-PCS-7620 Wave Facility Admin	0.50	0.476%	$ 2,228		$ 2,228	$ 223	$ 2,451
1001-PCS-7621 Wave Facility Rental	0.35	0.333%	$ 1,559		$ 1,559	$ 156	$ 1,716
1001-CDD-8200 Planning	9.65	9.190%	$ 42,997		$ 42,997	$ 4,309	$ 47,306
1001-CDD-8300 Building & Safety	7.50	7.143%	$ 33,417		$ 33,417	$ 3,349	$ 36,766
2302-PWD- Measure D	0.65	0.619%	$ 2,896		$ 2,896	$ 290	$ 3,186

1001-ASD-2000 Finance

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
2901-CDD- Affordable Housing	1.85	1.762%	$ 8,243		$ 8,243	$ 826	$ 9,069
2907-CMO- American Rescue Plan Act (ARPA)	1.00	0.952%	$ 4,456		$ 4,456	$ 447	$ 4,902
5301-PWD- Fallon Village GHAD	0.10	0.095%	$ 446		$ 446	$ 45	$ 490
5302-PWD- Schaefer Ranch GHAD	0.10	0.095%	$ 446		$ 446	$ 45	$ 490
5321-PWD- Fallon Crossing	0.05	0.048%	$ 223		$ 223	$ 22	$ 245
6605-CMO- Information Systems Fund	8.00	7.619%	$ 35,645		$ 35,645	$ 3,573	$ 39,218
Total	**105.00**	**100.000%**	**$467,841**	**$ -**	**$467,841**	**$ 36,484**	**$ 504,325**

Allocation Basis: **# of FTE**

Source of Allocation: **Personnel Report**

ALLOCATION SUMMARY

1001-ASD-2000 Finance

	Budget	Financial Reporting	Accounts Payable	Accounts Receivable	Procurement	Payroll	Total
1001-NDD-0010 Non-Departmental	$ 24,491	$ 20,409	$ 2,730	$ -	$ 2,536	$ -	$ 50,167
1001-CCO-1000 City Council	$ 7,061	$ 5,884	$ 8,932	$ -	$ 2,219	$ -	$ 24,096
1001-CMO-1100 City Manager	$ 20,007	$ 16,672	$ 4,420	$ -	$ 951	$ 23,392	$ 65,442
1001-CMO-1200 City Clerk	$ 9,652	$ 8,043	$ 2,059	$ -	$ -	$ 20,050	$ 39,805
1001-CMO-1300 Human Resources	$ 13,931	$ 11,609	$ 5,507	$ -	$ 2,219	$ 15,595	$ 48,861
1001-CMO-1310 Risk Management	$ -	$ -	$ 509	$ -	$ -	$ -	$ 509
1001-CMO-1600 Communications	$ 6,944	$ 5,787	$ 3,355	$ -	$ 634	$ 9,580	$ 26,300
1001-CAO-1900 City Attorney	$ 8,293	$ 6,911	$ 764	$ -	$ 634	$ -	$ 16,602
1001-ASD-2000 Finance	$ 29,977	$ 24,981	$ 12,912	$ -	$ 2,219	$ 35,199	$ 105,287
1001-PWD-6000 Public Works Administration	$ 22,998	$ 19,165	$ 4,060	$ -	$ 1,031	$ 30,394	$ 77,648
1001-PWD-6311 City Hall	$ 10,879	$ 9,066	$ 8,070	$ -	$ 4,467	$ -	$ 32,481
1001-NDD-0110 Human Services	$ 663	$ 553	$ 429	$ -	$ 2,749	$ -	$ 4,394
1001-NDD-0120 Library Services	$ 8,204	$ 6,836	$ 277	$ -	$ 344	$ -	$ 15,661
1001-NDD-0130 Dougherty Reg Fire Auth	$ 6,928	$ 5,773	$ 151	$ -	$ -	$ -	$ 12,853
1001-CMO-1210 Elections	$ 2,654	$ 2,211	$ 378	$ -	$ 344	$ -	$ 5,587
1001-CMO-1500 Economic Development	$ 11,921	$ 9,934	$ 3,758	$ -	$ 1,031	$ 10,295	$ 36,938
1001-CMO-1810 Disaster Preparedness	$ 3,977	$ 3,314	$ 933	$ -	$ 344	$ 3,677	$ 12,244
1001-CMO-1820 Animal Control	$ 4,904	$ 4,086	$ 151	$ -	$ 344	$ -	$ 9,485
1001-CMO-1830 Community TV	$ 1,663	$ 1,386	$ 403	$ -	$ 344	$ -	$ 3,797
1001-PSD-3000 Police Admin / Support Services	$ 10,183	$ 8,486	$ 731	$ 28,493	$ 344	$ -	$ 48,237
1001-PSD-3010 Patrol	$ 36,382	$ 30,318	$ 227	$ -	$ -	$ -	$ 66,927
1001-PSD-3020 Traffic	$ 5,609	$ 4,674	$ 252	$ -	$ -	$ -	$ 10,535
1001-PSD-3030 Investigations	$ 12,007	$ 10,006	$ 252	$ -	$ -	$ -	$ 22,265
1001-PSD-3040 Crime Prevention	$ 4,122	$ 3,435	$ 252	$ -	$ -	$ -	$ 7,809
1001-PSD-3041 School Resource Svcs	$ 2,220	$ 1,850	$ 252	$ -	$ -	$ -	$ 4,323
1001-PSD-3050 Communications / Dispatch	$ 5,349	$ 4,458	$ 126	$ -	$ -	$ -	$ 9,933
1001-PSD-3100 Police Operations Support	$ 8,552	$ 7,127	$ 22,974	$ -	$ 8,247	$ 19,609	$ 66,508
1001-PSD-3140 Crime Prevention	$ 132	$ 110	$ 4,237	$ -	$ -	$ -	$ 4,478
1001-PSD-3510 Crossing Guards	$ 940	$ 783	$ 605	$ -	$ 344	$ -	$ 2,672
1001-FSD-3700 Fire Administration	$ 19,935	$ 16,612	$ 605	$ 5,699	$ 344	$ -	$ 43,194
1001-FSD-3800 Fire Prevention	$ 6,673	$ 5,561	$ 151	$ -	$ -	$ 4,902	$ 17,288
1001-PWD-6005 Insurance Claims	$ 2,981	$ 2,484	$ 151	$ -	$ 1,031	$ -	$ 6,647
1001-PWD-6010	$ 1,833	$ 1,527	$ -	$ -	$ -	$ -	$ 3,360

ALLOCATION SUMMARY

1001-ASD-2000 Finance

	Budget	Financial Reporting	Accounts Payable	Accounts Receivable	Procurement	Payroll	Total
1001-PWD-6100 Engineering	$ 2,524	$ 2,104	$ 1,337	$ 2,849	$ 344	$ 3,677	$ 12,834
1001-PWD-6110 Capital Improvement Program	$ 7,733	$ 6,444	$ 252	$ -	$ -	$ 19,609	$ 34,038
1001-PWD-6120 Development	$ 12,746	$ 10,622	$ 2,597	$ -	$ 2,405	$ 19,854	$ 48,225
1001-PWD-6130 Transportation	$ 7,032	$ 5,860	$ 1,286	$ -	$ 2,062	$ 13,481	$ 29,721
1001-PWD-6200 Environment & Sustainability	$ 3,568	$ 2,973	$ 555	$ -	$ 344	$ 6,618	$ 14,058
1001-PWD-6210 Climate Action Plan	$ 12	$ 10	$ 25	$ -	$ -	$ -	$ 48
1001-PWD-6220 Public Outreach & Events	$ 6	$ 5	$ 25	$ -	$ -	$ -	$ 36
1001-PWD-6230 Solid Waste Programs	$ 1,222	$ 1,018	$ -	$ -	$ -	$ -	$ 2,240
1001-PWD-6231 AVI Franchise Agreement	$ 345	$ 288	$ -	$ -	$ -	$ 490	$ 1,123
1001-PWD-6240 Stormwater Programs	$ 6,502	$ 5,418	$ 933	$ -	$ 2,062	$ -	$ 14,914
1001-PWD-6300 Maintenance	$ 17,757	$ 14,797	$ 1,765	$ -	$ 687	$ 9,804	$ 44,811
1001-PWD-6312 Cultural Arts Center	$ 787	$ 656	$ -	$ -	$ -	$ -	$ 1,443
1001-PWD-6313 Heritage Museums	$ 1,848	$ 1,540	$ 5,523	$ -	$ -	$ -	$ 8,911
1001-PWD-6314 Maintenance Corp Yard	$ 1,763	$ 1,469	$ 3,959	$ -	$ -	$ -	$ 7,191
1001-PWD-6315 Senior Center	$ 2,773	$ 2,311	$ 4,640	$ -	$ -	$ -	$ 9,725
1001-PWD-6316 Shannon Community Center	$ 3,290	$ 2,742	$ 5,775	$ -	$ -	$ -	$ 11,807
1001-PWD-6317 The Wave	$ 10,577	$ 8,814	$ 5,977	$ -	$ -	$ -	$ 25,368
1001-PWD-6320 Parks	$ 1,769	$ 1,474	$ 12,029	$ -	$ -	$ -	$ 15,272
1001-PWD-6321 Community/Sports Parks	$ 36,535	$ 30,446	$ 2,194	$ -	$ -	$ -	$ 69,175
1001-PWD-6322 Historic/Nature Parks	$ 1,773	$ 1,478	$ 328	$ -	$ -	$ -	$ 3,579
1001-PWD-6323 Neighborhood Parks	$ 14,623	$ 12,186	$ 2,749	$ -	$ -	$ -	$ 29,557
1001-PWD-6330 Streets	$ 850	$ 708	$ -	$ -	$ -	$ -	$ 1,559
1001-PWD-6331 Bridges	$ 642	$ 535	$ -	$ -	$ -	$ -	$ 1,176
1001-PWD-6332 Landscaping	$ 13,194	$ 10,995	$ 13,441	$ 5,699	$ -	$ -	$ 43,329
1001-PWD-6334 Sidewalks	$ 3,055	$ 2,546	$ 126	$ -	$ 344	$ -	$ 6,070
1001-PWD-6336 Streetlights	$ 263	$ 219	$ 202	$ -	$ -	$ -	$ 684
1001-PWD-6337 Traffic Signals	$ 2,127	$ 1,772	$ 2,471	$ -	$ -	$ -	$ 6,371
1001-PWD-6338 Street Tree Maintenance	$ 4,611	$ 3,843	$ 303	$ -	$ -	$ -	$ 8,756
1001-PWD-6339 Signs	$ 1,055	$ 879	$ 101	$ -	$ 344	$ -	$ 2,379
1001-PWD-6341 Street Sweeping	$ 5,010	$ 4,175	$ 353	$ -	$ 344	$ -	$ 9,882
1001-PWD-6342 City Vehicles	$ 1,051	$ 876	$ 530	$ -	$ 344	$ -	$ 2,800
1001-PWD-6343 Special Events	$ 4,114	$ 3,429	$ 328	$ -	$ -	$ -	$ 7,871
1001-PWD-6350 Public Safety Complex	$ 899	$ 749	$ 1,236	$ 5,699	$ -	$ -	$ 8,582
1001-PWD-6351 Police Services	$ 3,386	$ 2,822	$ 3,581	$ -	$ -	$ -	$ 9,789

ALLOCATION SUMMARY

1001-ASD-2000 Finance

	Budget	Financial Reporting	Accounts Payable	Accounts Receivable	Procurement	Payroll	Total
1001-PWD-6352 Grounds	$ 326	$ 272	$ 303	$ -	$ -	$ -	$ 900
1001-PWD-6358 Fire Administration PSC	$ 995	$ 829	$ 1,185	$ -	$ -	$ -	$ 3,009
1001-PWD-6360 Fire Station Maint	$ 311	$ 259	$ 454	$ -	$ -	$ -	$ 1,025
1001-PWD-6362 Fire Station 16	$ 1,123	$ 936	$ 2,799	$ -	$ 344	$ -	$ 5,202
1001-PWD-6363 Fire Station 17	$ 1,266	$ 1,055	$ 2,698	$ -	$ -	$ -	$ 5,020
1001-PWD-6364 Fire Station 18	$ 1,210	$ 1,008	$ 2,648	$ -	$ -	$ -	$ 4,867
1001-PWD-6365 Fire Vehicle Maintenace Facility	$ 4	$ 4	$ 151	$ -	$ -	$ -	$ 159
1001-PWD-6370 Library	$ 5,597	$ 4,664	$ 2,900	$ -	$ -	$ -	$ 13,162
1001-PWD-6381 DSRSD	$ 1,476	$ 1,230	$ 303	$ -	$ -	$ -	$ 3,009
1001-PWD-6382 Camp Parks - Muni Services	$ 10,057	$ 8,381	$ 1,311	$ 8,548	$ 1,031	$ -	$ 29,328
1001-PCS-7000 Parks & Community Services	$ 20,939	$ 17,449	$ 8,650	$ -	$ 1,718	$ 24,266	$ 73,022
1001-PCS-7010 Contracted Classes & Programs	$ 1,059	$ 883	$ 25	$ -	$ -	$ 1,716	$ 3,683
1001-PCS-7011 Contracted Fitness & Wellness	$ 818	$ 682	$ 1,664	$ -	$ 344	$ 1,471	$ 4,979
1001-PCS-7012 Contracted Leisure	$ 1,425	$ 1,188	$ 2,017	$ -	$ 687	$ 980	$ 6,299
1001-PCS-7100 Community Events & Festivals	$ 3,984	$ 3,320	$ 227	$ -	$ -	$ 10,540	$ 18,071
1001-PCS-7101 St. Patrick's Day Festival	$ 292	$ 244	$ 1,513	$ -	$ -	$ -	$ 2,049
1001-PCS-7102 Santa Breakfast/Tree Lighting	$ 422	$ 351	$ 1,210	$ -	$ -	$ -	$ 1,984
1001-PCS-7104 Farmer's Market/Concerts	$ 50	$ 41	$ 101	$ -	$ -	$ -	$ 192
1001-PCS-7105 Family Campouts	$ 139	$ 116	$ 1,110	$ -	$ -	$ -	$ 1,365
1001-PCS-7106 Spring Eggstravaganza	$ 65	$ 54	$ 353	$ -	$ -	$ -	$ 473
1001-PCS-7107 Outdoor Movie Nights	$ 120	$ 100	$ 706	$ -	$ 687	$ -	$ 1,614
1001-PCS-7108 Ghosts of Dublin/Harvest Fair	$ 88	$ 74	$ 580	$ -	$ -	$ -	$ 742
1001-PCS-7109 Floating Pumpkin Patch	$ 29	$ 24	$ 353	$ -	$ -	$ -	$ 407
1001-PCS-7110 Special Events	$ -	$ -	$ 303	$ -	$ 687	$ -	$ 990
1001-PCS-7111 Community Outreach Events	$ 2,195	$ 1,829	$ 1,816	$ -	$ 2,062	$ -	$ 7,902
1001-PCS-7112 Art Space Grants	$ 1,870	$ 1,558	$ 2,068	$ -	$ -	$ -	$ 5,497
1001-PCS-7113 City Presented Performances	$ 567	$ 473	$ 530	$ -	$ -	$ 245	$ 1,815
1001-PCS-7114 Park and Facility Dedications	$ 698	$ 582	$ 857	$ -	$ 687	$ -	$ 2,825
1001-PCS-7120 Arts Activities Admin	$ 1,390	$ 1,158	$ 25	$ -	$ -	$ 3,432	$ 6,005
1001-PCS-7132	$ 17	$ 14	$ -	$ -	$ -	$ -	$ 31
1001-PCS-7133 City Presented Performances	$ 36	$ 30	$ 50	$ -	$ -	$ -	$ 116
1001-PCS-7134 Cultrual Art Classes	$ 953	$ 795	$ 3,430	$ -	$ -	$ -	$ 5,178
1001-PCS-7201 Burials	$ 336	$ 280	$ 177	$ -	$ 344	$ -	$ 1,136
1001-PCS-7210 Heritage Ctr Programs Admin	$ 1,090	$ 908	$ 76	$ -	$ -	$ 2,451	$ 4,524

ALLOCATION SUMMARY

1001-ASD-2000 Finance

	Budget	Financial Reporting	Accounts Payable	Accounts Receivable	Procurement	Payroll	Total
1001-PCS-7211 Tours & Hands-on History	$ 113	$ 95	$ 630	$ -	$ -	$ -	$ 838
1001-PCS-7213 Heritage Exhibit & Collections	$ 795	$ 662	$ 252	$ -	$ -	$ -	$ 1,709
1001-PCS-7220 Heritage Ctr Ops Admin	$ 1,798	$ 1,498	$ 1,059	$ -	$ 344	$ 2,206	$ 6,905
1001-PCS-7221 Heritage Ctr Rental	$ 184	$ 154	$ 177	$ -	$ 687	$ -	$ 1,202
1001-PCS-7300 Senior Programs Admin	$ 1,075	$ 896	$ 50	$ -	$ -	$ 2,206	$ 4,228
1001-PCS-7301 Senior Program Trips and Tours	$ 512	$ 426	$ 252	$ -	$ 344	$ 490	$ 2,024
1001-PCS-7302 Senior Program Activities	$ 645	$ 538	$ 76	$ -	$ -	$ 1,716	$ 2,975
1001-PCS-7303 Senior Program Lunch Program	$ 337	$ 281	$ 378	$ -	$ -	$ 735	$ 1,731
1001-PCS-7304 Senior Program Special Events	$ 516	$ 430	$ 504	$ -	$ -	$ 1,226	$ 2,676
1001-PCS-7305 Senior Volunteer Program	$ 439	$ 365	$ 151	$ -	$ -	$ 980	$ 1,936
1001-PCS-7306 Contracted Senior Classes	$ 564	$ 470	$ 202	$ -	$ -	$ 1,471	$ 2,707
1001-PCS-7310 Senior Ctr Facility Ops Admin	$ 2,991	$ 2,492	$ 706	$ -	$ -	$ 1,961	$ 8,150
1001-PCS-7311 Senior Ctr Rental	$ 1,732	$ 1,443	$ 555	$ -	$ -	$ 3,677	$ 7,406
1001-PCS-7400 Family Programs Admin	$ 805	$ 670	$ 277	$ -	$ -	$ 1,716	$ 3,468
1001-PCS-7401 After School Recreation	$ 4,277	$ 3,564	$ 2,572	$ -	$ -	$ 1,471	$ 11,883
1001-PCS-7402 Full Day Camps	$ 1,010	$ 842	$ 908	$ -	$ -	$ 490	$ 3,250
1001-PCS-7403 Half Day Camps	$ 504	$ 420	$ 177	$ -	$ -	$ 490	$ 1,591
1001-PCS-7404 Student Union	$ 602	$ 502	$ 252	$ -	$ -	$ 1,716	$ 3,072
1001-PCS-7405 Dublin L.E.A.D	$ 201	$ 167	$ 101	$ -	$ -	$ 490	$ 959
1001-PCS-7410 PreSchool Admin	$ 806	$ 672	$ 25	$ -	$ -	$ 2,206	$ 3,709
1001-PCS-7411 Shannon Preschool	$ 2,102	$ 1,752	$ 3,631	$ -	$ -	$ 980	$ 8,465
1001-PCS-7413 PreSchool Camps	$ 248	$ 207	$ 101	$ -	$ -	$ 490	$ 1,046
1001-PCS-7420 Shannon Ctr Facility Ops	$ 2,431	$ 2,026	$ 1,210	$ -	$ -	$ 735	$ 6,403
1001-PCS-7421 Shannon Ctr Rental	$ 1,601	$ 1,335	$ 984	$ -	$ 344	$ 1,471	$ 5,734
1001-PCS-7500 Sports Admin	$ 837	$ 697	$ 25	$ -	$ -	$ 2,206	$ 3,765
1001-PCS-7501 Adult Sports/Basketball	$ 1,139	$ 949	$ 429	$ -	$ -	$ 2,108	$ 4,625
1001-PCS-7502 Adult Sports/Softball	$ 1,219	$ 1,016	$ 378	$ -	$ -	$ 2,108	$ 4,721
1001-PCS-7503 Youth Sports/Basketball	$ 1,871	$ 1,560	$ 605	$ -	$ 687	$ 1,471	$ 6,194
1001-PCS-7504 Youth Sports/Tee Ball	$ 127	$ 105	$ 126	$ -	$ -	$ 245	$ 603
1001-PCS-7505 Contracted Sports Programs	$ 7,511	$ 6,259	$ 15,257	$ -	$ -	$ 3,383	$ 32,410
1001-PCS-7510 Other Facility Operations Admin	$ 710	$ 592	$ 857	$ -	$ -	$ 245	$ 2,404
1001-PCS-7511 Stager Gym Rental	$ 378	$ 315	$ 25	$ -	$ -	$ 490	$ 1,208
1001-PCS-7513 Civic Center Rentals	$ 277	$ 231	$ 25	$ -	$ -	$ 980	$ 1,513
1001-PCS-7514 Library Rentals	$ 1,064	$ 887	$ 25	$ -	$ 344	$ 1,226	$ 3,545

ALLOCATION SUMMARY

1001-ASD-2000 Finance

	Budget	Financial Reporting	Accounts Payable	Accounts Receivable	Procurement	Payroll	Total
1001-PCS-7515 Parks Rental	$ 3,011	$ 2,510	$ 984	$ -	$ -	$ 5,147	$ 11,652
1001-PCS-7600 Aquatics Program Admin	$ 4,795	$ 3,996	$ 328	$ -	$ -	$ 4,657	$ 13,776
1001-PCS-7601 Recreation Swimming	$ 963	$ 802	$ 530	$ -	$ -	$ 1,226	$ 3,520
1001-PCS-7602 Competitive Swimming	$ 1,205	$ 1,004	$ 25	$ -	$ -	$ 1,716	$ 3,949
1001-PCS-7603 Fitness Programs	$ 1,097	$ 914	$ 832	$ -	$ -	$ 1,961	$ 4,804
1001-PCS-7604 Swim Lessons	$ 3,362	$ 2,802	$ 202	$ -	$ -	$ 2,451	$ 8,817
1001-PCS-7605 Contracted Aquatic Programs	$ 141	$ 117	$ 3,531	$ -	$ -	$ -	$ 3,788
1001-PCS-7610 Waterpark Operations Admin	$ 4,801	$ 4,001	$ 2,925	$ -	$ 2,405	$ -	$ 14,133
1001-PCS-7611 Waterpark Operations	$ 9,299	$ 7,750	$ 5,296	$ -	$ 2,749	$ 6,373	$ 31,467
1001-PCS-7612 Wave Concessions	$ 135	$ 112	$ 76	$ -	$ -	$ 245	$ 567
1001-PCS-7620 Wave Facility Admin	$ 1,040	$ 867	$ 25	$ -	$ -	$ 2,451	$ 4,383
1001-PCS-7621 Wave Facility Rental	$ 1,163	$ 969	$ 101	$ -	$ 344	$ 1,716	$ 4,292
1001-CDD-8200 Planning	$ 26,896	$ 22,413	$ 4,010	$ -	$ 1,031	$ 47,306	$ 101,655
1001-CDD-8300 Building & Safety	$ 38,576	$ 32,147	$ 4,968	$ -	$ 1,718	$ 36,766	$ 114,176
1009-PWD- Developer Deposit	$ 7,901	$ 6,584	$ 7,843	$ 94,027	$ 11,340	$ -	$ 127,695
1101-NDD- General Fund Reserve Projects	$ -	$ -	$ 731	$ -	$ 1,718	$ -	$ 2,450
2101-PSD- State Seizure / Special Activity Fund	$ 544	$ 454	$ 504	$ -	$ 1,375	$ -	$ 2,877
2102-PSD- Vehicle Abatement	$ -	$ -	$ 25	$ -	$ -	$ -	$ 25
2103-PSD- SLES / COPS Fund	$ 1,222	$ 1,018	$ 50	$ -	$ -	$ -	$ 2,291
2106-PWD- Traffic Safety	$ 1,264	$ 1,054	$ 984	$ -	$ 1,031	$ -	$ 4,332
2109-FSD- EMS Special Revenue	$ 3,246	$ 2,705	$ 76	$ -	$ -	$ -	$ 6,026
2111-PSD- Enforcement Grants	$ 4,053	$ 3,378	$ 202	$ -	$ -	$ -	$ 7,632
2201-PWD- State Gas Tax	$ 1,359	$ 1,133	$ 2,320	$ -	$ 2,062	$ -	$ 6,874
2212-PWD- ACTC - Vehicle Registration Fee	$ 1,222	$ 1,018	$ 252	$ -	$ 344	$ -	$ 2,836
2215-PWD- Measure BB-Bike & Ped	$ 247	$ 206	$ 252	$ -	$ 344	$ -	$ 1,049
2302-PWD- Measure D	$ 7,515	$ 6,262	$ 1,992	$ -	$ 2,749	$ 3,186	$ 21,705
2303-PWD- Garbage Service Fund	$ 12	$ 10	$ 50	$ -	$ 344	$ -	$ 416
2304-PWD- Local Recycling Fund	$ 1,095	$ 912	$ 303	$ -	$ 344	$ -	$ 2,653
2323-PWD- Dublin / Dougherty	$ 144	$ 120	$ 25	$ -	$ -	$ -	$ 290
2324-PWD- Village Parkway	$ 144	$ 120	$ 25	$ -	$ -	$ -	$ 290
2701-PWD- Street Light District 1983-1	$ 4,564	$ 3,803	$ 2,169	$ -	$ 687	$ -	$ 11,223
2702-PWD- Landscape District Stagecoach 1983-1	$ 3,191	$ 2,660	$ 1,160	$ -	$ -	$ -	$ 7,011
2703-PWD- Landscape District Dougherty 1986-1	$ 1,623	$ 1,353	$ 2,219	$ -	$ -	$ -	$ 5,195
2704-PWD- Landscape District Santa Rita 1997-1	$ 4,424	$ 3,686	$ 2,749	$ -	$ 344	$ -	$ 11,202

ALLOCATION SUMMARY

1001-ASD-2000 Finance

	Budget	Financial Reporting	Accounts Payable	Accounts Receivable	Procurement	Payroll	Total
2705-PWD- Landscape District East Dublin 1999-1	$ 3,467	$ 2,889	$ 2,194	$ -	$ -	$ -	$ 8,550
2710-PWD- Dublin Crossing-CFD Series 2017	$ 389	$ 324	$ 50	$ -	$ 344	$ -	$ 1,107
2801-PCS- Public Art Fund	$ 984	$ 820	$ 1,084	$ -	$ 687	$ -	$ 3,575
2811-CMO- Cable TV Facilities	$ 569	$ 474	$ 50	$ -	$ -	$ -	$ 1,094
2901-CDD- Affordable Housing	$ 7,234	$ 6,028	$ 681	$ -	$ 687	$ 9,069	$ 23,699
2903-NDD- Community Development Block Grant	$ -	$ -	$ 984	$ 17,096	$ 2,749	$ -	$ 20,828
2907-CMO- American Rescue Plan Act (ARPA)	$ 28,382	$ 23,652	$ 1,967	$ -	$ 5,842	$ 4,902	$ 64,745
2911-CDD- Building Homes and Jobs Act	$ 12	$ 10	$ 25	$ -	$ 344	$ -	$ 391
2912-CDD- State Housing Grant	$ 5	$ 4	$ 277	$ -	$ -	$ -	$ 287
2920-NDD- Federal Grant - General	$ -	$ -	$ 227	$ -	$ -	$ -	$ 227
3300-CIP- General Improvement CIP Projects	$ 19,059	$ 15,883	$ 4,716	$ -	$ 10,653	$ -	$ 50,310
3500-CIP- Parks CIP Projects	$ 29,466	$ 24,555	$ 4,363	$ -	$ 10,996	$ -	$ 69,380
3600-CIP- Streets CIP Projects	$ 74,012	$ 61,676	$ 6,254	$ -	$ 17,182	$ -	$ 159,124
3700-CIP- Public Art CIP	$ 2,044	$ 1,703	$ 681	$ -	$ 2,749	$ -	$ 7,177
4103-NDD- Community Park Improvements	$ -	$ -	$ 202	$ -	$ 344	$ -	$ 545
4104-NDD- Neighborhood Park Improvements	$ 111	$ 92	$ 25	$ -	$ -	$ -	$ 228
4201-NDD- Fire Impact Fees	$ -	$ -	$ 25	$ -	$ -	$ -	$ 25
4301-NDD- West Dublin Transportation Impact Fee	$ 549	$ 457	$ -	$ -	$ -	$ -	$ 1,006
4302-NDD- East Dublin Transportation Impact Fee	$ -	$ -	$ 25	$ -	$ -	$ -	$ 25
4306-NDD- Tri-Valley Transportation Fee	$ -	$ -	$ 252	$ -	$ -	$ -	$ 252
5102-NDD- CFD 2015-1 Improv. Area 1	$ 5,533	$ 4,611	$ 681	$ -	$ 1,718	$ -	$ 12,544
5171-NDD- CERBT (OPEB) Trust	$ 13,679	$ 11,399	$ 555	$ -	$ -	$ -	$ 25,633
5301-PWD- Fallon Village GHAD	$ 6,587	$ 5,489	$ 706	$ -	$ 1,718	$ 490	$ 14,990
5302-PWD- Schaefer Ranch GHAD	$ 7,026	$ 5,855	$ 605	$ -	$ 1,031	$ 490	$ 15,007
5321-PWD- Fallon Crossing	$ 4,127	$ 3,440	$ 277	$ -	$ 687	$ 245	$ 8,777
5990-NDD- Customer Service Committee	$ -	$ -	$ 252	$ -	$ -	$ -	$ 252
6105-NDD- Vehicles Replacement	$ 5,752	$ 4,793	$ 353	$ -	$ 4,811	$ -	$ 15,709
6205-NDD- Facilities Replacement	$ 733	$ 611	$ 50	$ -	$ 344	$ -	$ 1,738
6305-NDD- Equipment Replacement	$ 9,865	$ 8,221	$ 277	$ -	$ 3,436	$ -	$ 21,800
6605-CMO- Information Systems Fund	$ 45,864	$ 38,220	$ 11,424	$ -	$ 17,525	$ 39,218	$ 152,251
6901-NDD- Retiree Health	$ 13,068	$ 10,890	$ 8,372	$ -	$ -	$ -	$ 32,330
Total	**$ 1,008,650**	**$ 840,542**	**$336,217**	**$ 168,108**	**$ 168,108**	**$ 504,325**	**$ 3,025,950**

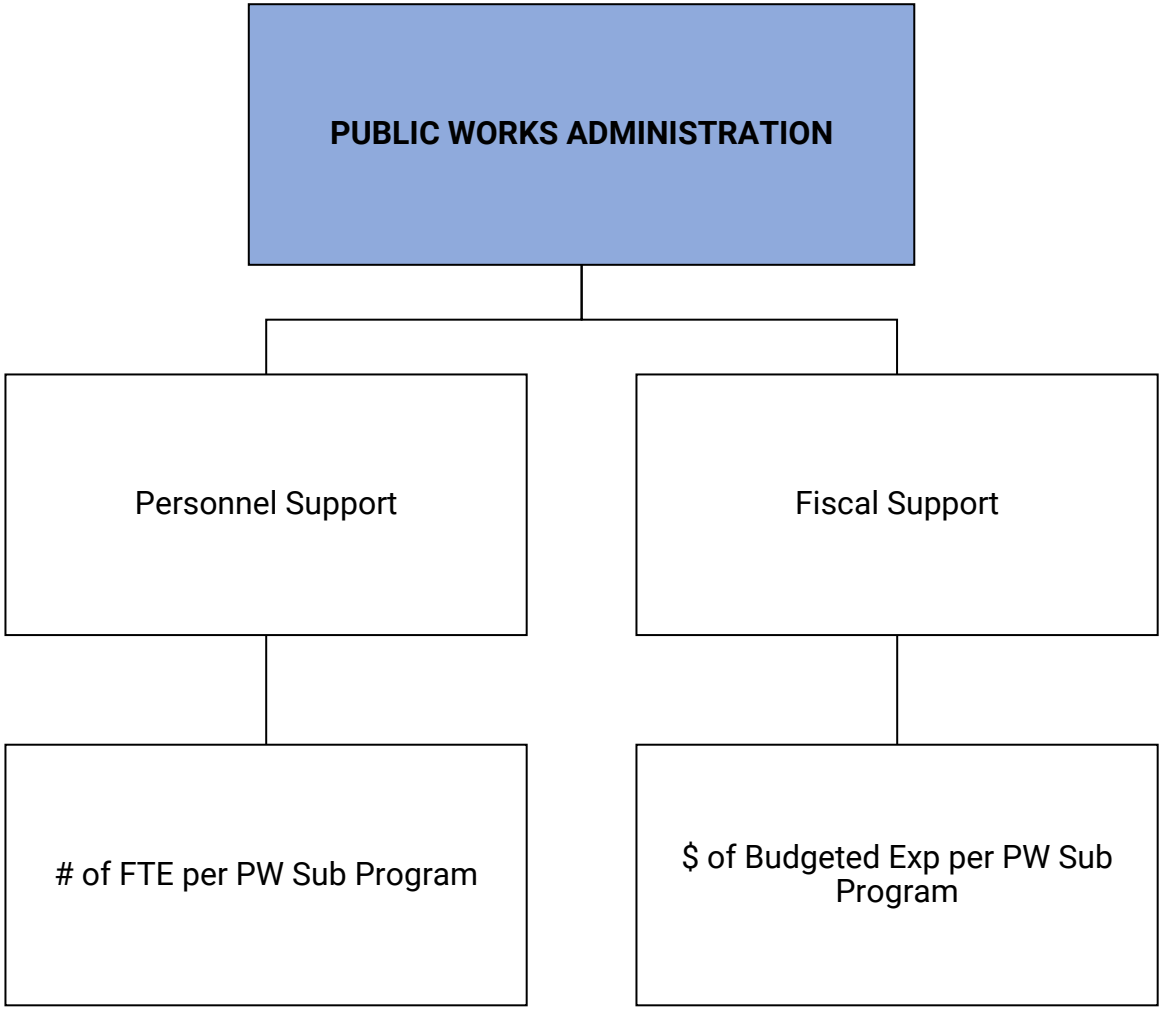
10 Public Works Administration

Public Works Administration is responsible for managerial and administrative oversight of all Public Works programs within the City. The cost for Public Works Administration is allocated to Receiving Departments as follows

- **Personnel Support –** represents costs associated with general managerial support provided to all staff within Public Works. These costs have been allocated based on the number of full-time employees (FTE) per Public Works Program.
- **Fiscal Support –** represents costs associated with general administrative support provided to all staff within Public Works. These costs have been allocated based on the dollar value of budgeted expenditures per Public Works Program[8].

The chart on the following page illustrates the functions and measures used to allocate the Public Works' costs. The top tier shows the Central Service department, the second tier shows the functions developed, and the third tier shows the measures used to allocate costs citywide. The pages following the chart provide an aggregate picture of the department's expenses, a function-by-function breakdown of expenses, each function's allocation, and an allocation summary.

[8] Large one-time expenditures (i.e., taxes, transfers, interest, etc.) were excluded as the large dollar amount does not accurately represent time spent in support of the associated department.


PUBLIC WORKS ADMINISTRATION
Personnel Support
Fiscal Support
# of FTE per PW Sub Program
$ of Budgeted Exp per PW Sub Program

COSTS TO BE ALLOCATED

1001-PWD-6000 Public Works Administration

	First Allocation	Second Allocation	Total
Departmental Expenditures	$ 1,882,031		$ 1,882,031
Total Deductions	$ -		$ -
Incoming Costs			
1001-NDD-0010 Non-Departmental	$ 76,162	$ 1,381	$ 77,543
1001-CCO-1000 City Council	$ 16,088	$ 3,810	$ 19,898
1001-CMO-1100 City Manager	$ 66,741	$ 13,956	$ 80,698
1001-CMO-1200 City Clerk	$ 36,203	$ 13,504	$ 49,707
1001-CMO-1300 Human Resources	$ 66,933	$ 13,511	$ 80,444
1001-CMO-1310 Risk Management	$ 61,237	$ 93	$ 61,330
1001-CMO-1600 Communications	$ 24,929	$ 2,746	$ 27,675
1001-CAO-1900 City Attorney	$ 9,376	$ 584	$ 9,960
1001-ASD-2000 Finance	$ 71,001	$ 6,647	$ 77,648
1001-PWD-6311 City Hall		$ 58,847	$ 58,847
Total Incoming Costs	**$ 428,671**	**$ 115,077**	**$ 543,749**
Total Cost Adjustments	**$ -**		**$ -**
Total Costs to be Allocated	**$ 2,310,702**	**$ 115,077**	**$ 2,425,779**

DEPARTMENTAL EXPENSE DETAIL

1001-PWD-6000 Public Works Administration

Expense Type	Expense ($)	Personnel Support	Fiscal Support
Personnel			
Salary	$ 766,771	$ 383,386	$ 383,386
Benefits	$ 253,950	$ 126,975	$ 126,975
Subtotal Personnel Cost	**$ 1,020,721**	**$ 510,361**	**$ 510,361**
Operating Services & Supplies			
Professional & Contract Services	$ 59,160	$ 29,580	$ 29,580
Supplies	$ 54,149	$ 27,075	$ 27,075
ISF	$ 671,873	$ 335,937	$ 335,937
Furniture & Equipment	$ 76,127	$ 38,064	$ 38,064
Subtotal Operating Cost	**$ 861,310**	**$ 430,655**	**$ 430,655**
DEPARTMENTAL EXPENDITURES	**$ 1,882,031**	**$ 941,015**	**$ 941,015**
Disallowed Costs			
Subtotal Disallowed Costs	**$ -**	**$ -**	**$ -**
Cost Adjustments			
Subtotal Cost Adjustments	**$ -**	**$ -**	**$ -**
FUNCTIONAL COST	**$ 1,882,031**	**$ 941,015**	**$ 941,015**
First Allocation			
Incoming - All Others	$ 428,671	$ 214,336	$ 214,336
Reallocate Admin Costs	$ -	$ -	$ -
Unallocated Costs	$ -	$ -	$ -
Subtotal of First Allocation	**$ 2,310,702**	**$ 1,155,351**	**$ 1,155,351**
Second Allocation			
Incoming - All Others	$ 115,077	$ 57,539	$ 57,539
Reallocate Admin Costs	$ -	$ -	$ -
Unallocated Costs	$ -	$ -	$ -
Subtotal of Second Allocation	**$ 115,077**	**$ 57,539**	**$ 57,539**
TOTAL ALLOCATED	**$ 2,425,779**	**$ 1,212,890**	**$ 1,212,890**

1001-PWD-6000 Public Works Administration

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Personnel Support							
1001-PWD-6100 Engineering	0.75	4.717%	$ 54,498		$ 54,498	$ 2,714	$ 57,212
1001-PWD-6110 Capital Improvement Program	4.00	25.157%	$ 290,654		$ 290,654	$ 14,475	$ 305,129
1001-PWD-6120 Development	4.05	25.472%	$ 294,288		$ 294,288	$ 14,656	$ 308,944
1001-PWD-6130 Transportation	2.75	17.296%	$ 199,825		$ 199,825	$ 9,952	$ 209,776
1001-PWD-6200 Environment & Sustainability	1.35	8.491%	$ 98,096		$ 98,096	$ 4,885	$ 102,981
1001-PWD-6231 AVI Franchise Agreement	0.10	0.629%	$ 7,266		$ 7,266	$ 362	$ 7,628
1001-PWD-6300 Maintenance	2.00	12.579%	$ 145,327		$ 145,327	$ 7,238	$ 152,565
2302-PWD- Measure D	0.65	4.088%	$ 47,231		$ 47,231	$ 2,352	$ 49,584
5301-PWD- Fallon Village GHAD	0.10	0.629%	$ 7,266		$ 7,266	$ 362	$ 7,628
5302-PWD- Schaefer Ranch GHAD	0.10	0.629%	$ 7,266		$ 7,266	$ 362	$ 7,628
5321-PWD- Fallon Crossing	0.05	0.314%	$ 3,633		$ 3,633	$ 181	$ 3,814
Total	**15.90**	**100.000%**	**$ 1,155,351**	**$ -**	**$ 1,155,351**	**$ 57,539**	**$ 1,212,890**

Allocation Basis: **# of FTE per PW Sub Program**

Source of Allocation: **Personnel Report**

1001-PWD-6000 Public Works Administration

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
Fiscal Support							
1001-PWD-6311 City Hall	890,253.98	4.032%	$ 46,585		$ 46,585	$ 2,320	$ 48,905
1001-PWD-6005 Insurance Claims	243,944.05	1.105%	$ 12,765		$ 12,765	$ 636	$ 13,401
1001-PWD-6010	150,000.00	0.679%	$ 7,849		$ 7,849	$ 391	$ 8,240
1001-PWD-6100 Engineering	206,582.56	0.936%	$ 10,810		$ 10,810	$ 538	$ 11,348
1001-PWD-6110 Capital Improvement Program	632,805.00	2.866%	$ 33,113		$ 33,113	$ 1,649	$ 34,762
1001-PWD-6120 Development	1,043,095.06	4.724%	$ 54,583		$ 54,583	$ 2,718	$ 57,301
1001-PWD-6130 Transportation	575,450.27	2.606%	$ 30,112		$ 30,112	$ 1,500	$ 31,612
1001-PWD-6200 Environment & Sustainability	292,000.00	1.323%	$ 15,280		$ 15,280	$ 761	$ 16,041
1001-PWD-6210 Climate Action Plan	1,000.00	0.005%	$ 52		$ 52	$ 3	$ 55
1001-PWD-6220 Public Outreach & Events	500.00	0.002%	$ 26		$ 26	$ 1	$ 27
1001-PWD-6230 Solid Waste Programs	100,000.00	0.453%	$ 5,233		$ 5,233	$ 261	$ 5,493
1001-PWD-6231 AVI Franchise Agreement	28,248.00	0.128%	$ 1,478		$ 1,478	$ 74	$ 1,552
1001-PWD-6240 Stormwater Programs	532,049.49	2.410%	$ 27,841		$ 27,841	$ 1,387	$ 29,227
1001-PWD-6300 Maintenance	1,453,095.66	6.581%	$ 76,037		$ 76,037	$ 3,787	$ 79,824
1001-PWD-6312 Cultural Arts Center	64,400.00	0.292%	$ 3,370		$ 3,370	$ 168	$ 3,538
1001-PWD-6313 Heritage Museums	151,254.47	0.685%	$ 7,915		$ 7,915	$ 394	$ 8,309
1001-PWD-6314 Maintenance Corp Yard	144,234.07	0.653%	$ 7,547		$ 7,547	$ 376	$ 7,923
1001-PWD-6315 Senior Center	226,967.42	1.028%	$ 11,877		$ 11,877	$ 591	$ 12,468
1001-PWD-6316 Shannon Community Center	269,229.57	1.219%	$ 14,088		$ 14,088	$ 702	$ 14,790
1001-PWD-6317 The Wave	865,560.00	3.920%	$ 45,293		$ 45,293	$ 2,256	$ 47,548
1001-PWD-6320 Parks	144,761.33	0.656%	$ 7,575		$ 7,575	$ 377	$ 7,952
1001-PWD-6321 Community/Sports Parks	2,989,803.00	13.541%	$ 156,450		$ 156,450	$ 7,791	$ 164,241
1001-PWD-6322 Historic/Nature Parks	145,120.75	0.657%	$ 7,594		$ 7,594	$ 378	$ 7,972
1001-PWD-6323 Neighborhood Parks	1,196,652.00	5.420%	$ 62,618		$ 62,618	$ 3,118	$ 65,737
1001-PWD-6330 Streets	69,574.40	0.315%	$ 3,641		$ 3,641	$ 181	$ 3,822
1001-PWD-6331 Bridges	52,500.00	0.238%	$ 2,747		$ 2,747	$ 137	$ 2,884
1001-PWD-6332 Landscaping	1,079,727.00	4.890%	$ 56,500		$ 56,500	$ 2,814	$ 59,313
1001-PWD-6334 Sidewalks	250,000.00	1.132%	$ 13,082		$ 13,082	$ 652	$ 13,733
1001-PWD-6336 Streetlights	21,520.00	0.097%	$ 1,126		$ 1,126	$ 56	$ 1,182
1001-PWD-6337 Traffic Signals	174,045.00	0.788%	$ 9,107		$ 9,107	$ 454	$ 9,561
1001-PWD-6338 Street Tree Maintenance	377,350.00	1.709%	$ 19,746		$ 19,746	$ 983	$ 20,729
1001-PWD-6339 Signs	86,350.00	0.391%	$ 4,518		$ 4,518	$ 225	$ 4,744
1001-PWD-6341 Street Sweeping	410,000.00	1.857%	$ 21,454		$ 21,454	$ 1,068	$ 22,523
1001-PWD-6342 City Vehicles	86,000.00	0.390%	$ 4,500		$ 4,500	$ 224	$ 4,724

1001-PWD-6000 Public Works Administration

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PWD-6343 Special Events	336,690.00	1.525%	$ 17,618		$ 17,618	$ 877	$ 18,496
1001-PWD-6350 Public Safety Complex	73,553.00	0.333%	$ 3,849		$ 3,849	$ 192	$ 4,041
1001-PWD-6351 Police Services	277,089.10	1.255%	$ 14,499		$ 14,499	$ 722	$ 15,222
1001-PWD-6352 Grounds	26,670.00	0.121%	$ 1,396		$ 1,396	$ 70	$ 1,465
1001-PWD-6358 Fire Administration PSC	81,400.00	0.369%	$ 4,259		$ 4,259	$ 212	$ 4,472
1001-PWD-6360 Fire Station Maint	25,473.00	0.115%	$ 1,333		$ 1,333	$ 66	$ 1,399
1001-PWD-6362 Fire Station 16	91,921.78	0.416%	$ 4,810		$ 4,810	$ 240	$ 5,050
1001-PWD-6363 Fire Station 17	103,637.98	0.469%	$ 5,423		$ 5,423	$ 270	$ 5,693
1001-PWD-6364 Fire Station 18	99,031.58	0.449%	$ 5,182		$ 5,182	$ 258	$ 5,440
1001-PWD-6365 Fire Vehicle Maintenace Facility	356.00	0.002%	$ 19		$ 19	$ 1	$ 20
1001-PWD-6370 Library	458,049.00	2.075%	$ 23,969		$ 23,969	$ 1,194	$ 25,162
1001-PWD-6381 DSRSD	120,810.00	0.547%	$ 6,322		$ 6,322	$ 315	$ 6,637
1001-PWD-6382 Camp Parks - Muni Services	823,000.00	3.728%	$ 43,066		$ 43,066	$ 2,145	$ 45,210
1009-PWD- Developer Deposit	646,590.50	2.929%	$ 33,835		$ 33,835	$ 1,685	$ 35,520
2106-PWD- Traffic Safety	103,462.60	0.469%	$ 5,414		$ 5,414	$ 270	$ 5,684
2201-PWD- State Gas Tax	111,236.00	0.504%	$ 5,821		$ 5,821	$ 290	$ 6,111
2212-PWD- ACTC - Vehicle Registration Fee	100,000.00	0.453%	$ 5,233		$ 5,233	$ 261	$ 5,493
2215-PWD- Measure BB-Bike & Ped	20,224.80	0.092%	$ 1,058		$ 1,058	$ 53	$ 1,111
2302-PWD- Measure D	614,976.79	2.785%	$ 32,180		$ 32,180	$ 1,603	$ 33,783
2303-PWD- Garbage Service Fund	1,000.00	0.005%	$ 52		$ 52	$ 3	$ 55
2304-PWD- Local Recycling Fund	89,572.29	0.406%	$ 4,687		$ 4,687	$ 233	$ 4,921
2323-PWD- Dublin / Dougherty	11,800.00	0.053%	$ 617		$ 617	$ 31	$ 648
2324-PWD- Village Parkway	11,800.00	0.053%	$ 617		$ 617	$ 31	$ 648
2701-PWD- Street Light District 1983-1	373,472.55	1.692%	$ 19,543		$ 19,543	$ 973	$ 20,516
2702-PWD- Landscape District Stagecoach 1983-1	261,166.34	1.183%	$ 13,666		$ 13,666	$ 681	$ 14,347
2703-PWD- Landscape District Dougherty 1986-1	132,821.05	0.602%	$ 6,950		$ 6,950	$ 346	$ 7,296
2704-PWD- Landscape District Santa Rita 1997-1	362,007.55	1.640%	$ 18,943		$ 18,943	$ 943	$ 19,886
2705-PWD- Landscape District East Dublin 1999-1	283,694.55	1.285%	$ 14,845		$ 14,845	$ 739	$ 15,584
2710-PWD- Dublin Crossing-CFD Series 2017	31,814.54	0.144%	$ 1,665		$ 1,665	$ 83	$ 1,748
5301-PWD- Fallon Village GHAD	539,024.00	2.441%	$ 28,206		$ 28,206	$ 1,405	$ 29,611
5302-PWD- Schaefer Ranch GHAD	574,958.00	2.604%	$ 30,086		$ 30,086	$ 1,498	$ 31,585
5321-PWD- Fallon Crossing	337,764.00	1.530%	$ 17,674		$ 17,674	$ 880	$ 18,555
Total	**22,079,140.08**	**100.000%**	**$ 1,155,351**	**$ -**	**$ 1,155,351**	**$ 57,539**	**$ 1,212,890**

Allocation Basis: **$ of Budget Expenditures per PW Sub Program**

Source of Allocation: **Budget File**

ALLOCATION SUMMARY

1001-PWD-6000 Public Works Administration

	Personnel Support	Fiscal Support	Total
1001-PWD-6311 City Hall	$ -	$ 48,905	$ 48,905
1001-PWD-6005 Insurance Claims	$ -	$ 13,401	$ 13,401
1001-PWD-6010	$ -	$ 8,240	$ 8,240
1001-PWD-6100 Engineering	$ 57,212	$ 11,348	$ 68,560
1001-PWD-6110 Capital Improvement Program	$ 305,129	$ 34,762	$ 339,892
1001-PWD-6120 Development	$ 308,944	$ 57,301	$ 366,245
1001-PWD-6130 Transportation	$ 209,776	$ 31,612	$ 241,388
1001-PWD-6200 Environment & Sustainability	$ 102,981	$ 16,041	$ 119,022
1001-PWD-6210 Climate Action Plan	$ -	$ 55	$ 55
1001-PWD-6220 Public Outreach & Events	$ -	$ 27	$ 27
1001-PWD-6230 Solid Waste Programs	$ -	$ 5,493	$ 5,493
1001-PWD-6231 AVI Franchise Agreement	$ 7,628	$ 1,552	$ 9,180
1001-PWD-6240 Stormwater Programs	$ -	$ 29,227	$ 29,227
1001-PWD-6300 Maintenance	$ 152,565	$ 79,824	$ 232,389
1001-PWD-6312 Cultural Arts Center	$ -	$ 3,538	$ 3,538
1001-PWD-6313 Heritage Museums	$ -	$ 8,309	$ 8,309
1001-PWD-6314 Maintenance Corp Yard	$ -	$ 7,923	$ 7,923
1001-PWD-6315 Senior Center	$ -	$ 12,468	$ 12,468
1001-PWD-6316 Shannon Community Center	$ -	$ 14,790	$ 14,790
1001-PWD-6317 The Wave	$ -	$ 47,548	$ 47,548
1001-PWD-6320 Parks	$ -	$ 7,952	$ 7,952
1001-PWD-6321 Community/Sports Parks	$ -	$ 164,241	$ 164,241
1001-PWD-6322 Historic/Nature Parks	$ -	$ 7,972	$ 7,972
1001-PWD-6323 Neighborhood Parks	$ -	$ 65,737	$ 65,737
1001-PWD-6330 Streets	$ -	$ 3,822	$ 3,822
1001-PWD-6331 Bridges	$ -	$ 2,884	$ 2,884
1001-PWD-6332 Landscaping	$ -	$ 59,313	$ 59,313
1001-PWD-6334 Sidewalks	$ -	$ 13,733	$ 13,733
1001-PWD-6336 Streetlights	$ -	$ 1,182	$ 1,182
1001-PWD-6337 Traffic Signals	$ -	$ 9,561	$ 9,561

ALLOCATION SUMMARY

1001-PWD-6000 Public Works Administration

	Personnel Support	Fiscal Support	Total
1001-PWD-6338 Street Tree Maintenance	$ -	$ 20,729	$ 20,729
1001-PWD-6339 Signs	$ -	$ 4,744	$ 4,744
1001-PWD-6341 Street Sweeping	$ -	$ 22,523	$ 22,523
1001-PWD-6342 City Vehicles	$ -	$ 4,724	$ 4,724
1001-PWD-6343 Special Events	$ -	$ 18,496	$ 18,496
1001-PWD-6350 Public Safety Complex	$ -	$ 4,041	$ 4,041
1001-PWD-6351 Police Services	$ -	$ 15,222	$ 15,222
1001-PWD-6352 Grounds	$ -	$ 1,465	$ 1,465
1001-PWD-6358 Fire Administration PSC	$ -	$ 4,472	$ 4,472
1001-PWD-6360 Fire Station Maint	$ -	$ 1,399	$ 1,399
1001-PWD-6362 Fire Station 16	$ -	$ 5,050	$ 5,050
1001-PWD-6363 Fire Station 17	$ -	$ 5,693	$ 5,693
1001-PWD-6364 Fire Station 18	$ -	$ 5,440	$ 5,440
1001-PWD-6365 Fire Vehicle Maintenace Facility	$ -	$ 20	$ 20
1001-PWD-6370 Library	$ -	$ 25,162	$ 25,162
1001-PWD-6381 DSRSD	$ -	$ 6,637	$ 6,637
1001-PWD-6382 Camp Parks - Muni Services	$ -	$ 45,210	$ 45,210
1009-PWD- Developer Deposit	$ -	$ 35,520	$ 35,520
2106-PWD- Traffic Safety	$ -	$ 5,684	$ 5,684
2201-PWD- State Gas Tax	$ -	$ 6,111	$ 6,111
2212-PWD- ACTC - Vehicle Registration Fee	$ -	$ 5,493	$ 5,493
2215-PWD- Measure BB-Bike & Ped	$ -	$ 1,111	$ 1,111
2302-PWD- Measure D	$ 49,584	$ 33,783	$ 83,367
2303-PWD- Garbage Service Fund	$ -	$ 55	$ 55
2304-PWD- Local Recycling Fund	$ -	$ 4,921	$ 4,921
2323-PWD- Dublin / Dougherty	$ -	$ 648	$ 648
2324-PWD- Village Parkway	$ -	$ 648	$ 648
2701-PWD- Street Light District 1983-1	$ -	$ 20,516	$ 20,516
2702-PWD- Landscape District Stagecoach 1983-1	$ -	$ 14,347	$ 14,347
2703-PWD- Landscape District Dougherty 1986-1	$ -	$ 7,296	$ 7,296
2704-PWD- Landscape District Santa Rita 1997-1	$ -	$ 19,886	$ 19,886

ALLOCATION SUMMARY

1001-PWD-6000 Public Works Administration

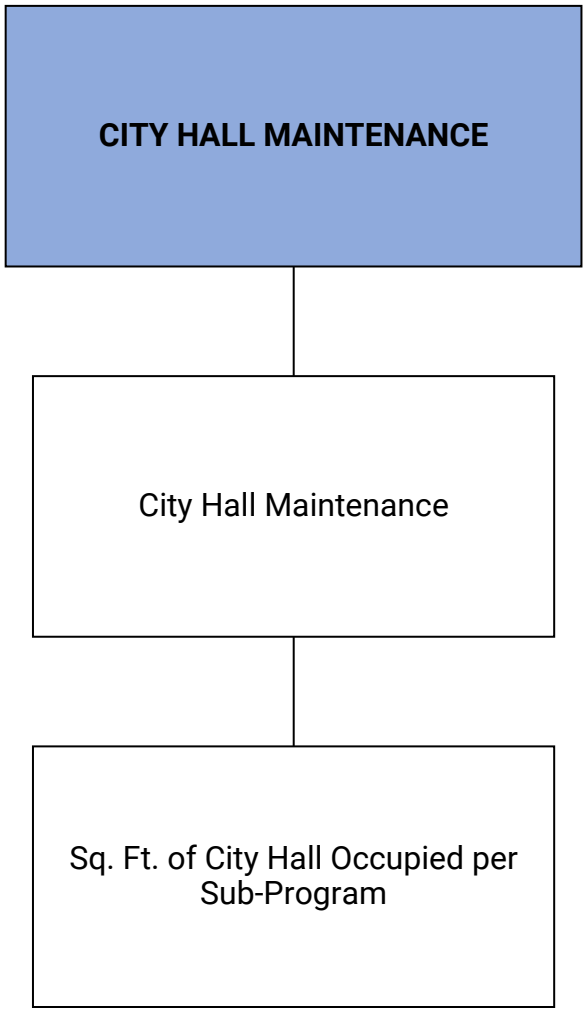
	Personnel Support	Fiscal Support	Total
2705-PWD- Landscape District East Dublin 1999-1	$ -	$ 15,584	$ 15,584
2710-PWD- Dublin Crossing-CFD Series 2017	$ -	$ 1,748	$ 1,748
5301-PWD- Fallon Village GHAD	$ 7,628	$ 29,611	$ 37,239
5302-PWD- Schaefer Ranch GHAD	$ 7,628	$ 31,585	$ 39,213
5321-PWD- Fallon Crossing	$ 3,814	$ 18,555	$ 22,369
Total	**$ 1,212,890**	**$ 1,212,890**	**$ 2,425,779**

11 City Hall Maintenance

City Hall Maintenance is responsible for the routine maintenance and upkeep of the Civic Center, which houses the City's administrative offices. The costs for City Hall Maintenance are allocated to Receiving Departments as follows

- **City Hall Maintenance –** represents costs associated with maintenance and upkeep of the Civic Center. These costs have been allocated based on square footage of City Hall Occupied per Sub-Program.

The chart on the following page illustrates the functions and measures used to allocate City Hall Maintenance costs. The top tier shows the Central Service department, the second tier shows the functions developed, and the third tier shows the measures used to allocate costs citywide. The pages following the chart provide an aggregate picture of the department's expenses, a function-by-function breakdown of expenses, each function's allocation, and an allocation summary.


CITY HALL MAINTENANCE
City Hall Maintenance
Sq. Ft. of City Hall Occupied per Sub-Program

COSTS TO BE ALLOCATED

1001-PWD-6311 City Hall

	First Allocation	Second Allocation	Total
Departmental Expenditures	$ 890,254		$ 890,254
Total Deductions	$ -		$ -
Incoming Costs			
1001-CMO-1100 City Manager	$ 5,542	$ 1,140	$ 6,682
1001-ASD-2000 Finance	$ 29,831	$ 2,650	$ 32,481
1001-PWD-6000 Public Works Administration	$ 46,585	$ 2,320	$ 48,905
Total Incoming Costs	**$ 81,959**	**$ 6,110**	**$ 88,069**
Total Cost Adjustments	**$ -**		**$ -**
Total Costs to be Allocated	**$ 972,213**	**$ 6,110**	**$ 978,323**

DEPARTMENTAL EXPENSE DETAIL

1001-PWD-6311 City Hall

Expense Type	Expense ($)	City Hall Maintenance
Personnel		
Subtotal Personnel Cost	**$ -**	**$ -**
Operating Services & Supplies		
Professional & Contract Services	$ 579,534	$ 579,534
Supplies	$ 13,986	$ 13,986
Services	$ 10,924	$ 10,924
Utilities	$ 285,810	$ 285,810
Subtotal Operating Cost	**$ 890,254**	**$ 890,254**
DEPARTMENTAL EXPENDITURES	**$ 890,254**	**$ 890,254**
Disallowed Costs		
Subtotal Disallowed Costs	**$ -**	**$ -**
Cost Adjustments		
Subtotal Cost Adjustments	**$ -**	**$ -**
FUNCTIONAL COST	**$ 890,254**	**$ 890,254**
First Allocation		
Incoming - All Others	$ 81,959	$ 81,959
Reallocate Admin Costs	$ -	$ -
Unallocated Costs	$ -	$ -
Subtotal of First Allocation	**$ 972,213**	**$ 972,213**
Second Allocation		
Incoming - All Others	$ 6,110	$ 6,110
Reallocate Admin Costs	$ -	$ -
Unallocated Costs	$ -	$ -
Subtotal of Second Allocation	**$ 6,110**	**$ 6,110**
TOTAL ALLOCATED	**$ 978,323**	**$ 978,323**

1001-PWD-6311 City Hall

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
City Hall Maintenance							
1001-CMO-1100 City Manager	2,700.44	5.125%	$ 49,830		$ 49,830		$ 49,830
1001-CMO-1200 City Clerk	2,314.67	4.393%	$ 42,712		$ 42,712		$ 42,712
1001-CMO-1300 Human Resources	1,800.30	3.417%	$ 33,220		$ 33,220		$ 33,220
1001-CMO-1600 Communications	1,105.90	2.099%	$ 20,407		$ 20,407		$ 20,407
1001-ASD-2000 Finance	4,063.52	7.713%	$ 74,983		$ 74,983		$ 74,983
1001-PWD-6000 Public Works Administration	3,189.09	6.053%	$ 58,847		$ 58,847		$ 58,847
1001-CMO-1500 Economic Development	1,080.18	2.050%	$ 19,932		$ 19,932	$ 176	$ 20,108
1001-CMO-1810 Disaster Preparedness	385.78	0.732%	$ 7,119		$ 7,119	$ 63	$ 7,181
1001-PWD-6100 Engineering	385.78	0.732%	$ 7,119		$ 7,119	$ 63	$ 7,181
1001-PWD-6110 Capital Improvement Program	2,057.48	3.905%	$ 37,966		$ 37,966	$ 335	$ 38,301
1001-PWD-6120 Development	2,083.20	3.954%	$ 38,440		$ 38,440	$ 339	$ 38,780
1001-PWD-6130 Transportation	1,414.52	2.685%	$ 26,102		$ 26,102	$ 230	$ 26,332
1001-PWD-6200 Environment & Sustainability	694.40	1.318%	$ 12,813		$ 12,813	$ 113	$ 12,927
1001-PWD-6231 AVI Franchise Agreement	51.44	0.098%	$ 949		$ 949	$ 8	$ 958
1001-PWD-6300 Maintenance	1,028.74	1.953%	$ 18,983		$ 18,983	$ 168	$ 19,150
1001-PCS-7000 Parks & Community Services	2,546.13	4.833%	$ 46,983		$ 46,983	$ 415	$ 47,397
1001-PCS-7010 Contracted Classes & Programs	180.03	0.342%	$ 3,322		$ 3,322	$ 29	$ 3,351
1001-PCS-7011 Contracted Fitness & Wellness	154.31	0.293%	$ 2,847		$ 2,847	$ 25	$ 2,873
1001-PCS-7012 Contracted Leisure	102.87	0.195%	$ 1,898		$ 1,898	$ 17	$ 1,915
1001-PCS-7100 Community Events & Festivals	1,105.90	2.099%	$ 20,407		$ 20,407	$ 180	$ 20,587
1001-PCS-7113 City Presented Performances	25.72	0.049%	$ 475		$ 475	$ 4	$ 479
1001-PCS-7120 Arts Activities Admin	360.06	0.683%	$ 6,644		$ 6,644	$ 59	$ 6,703
1001-PCS-7210 Heritage Ctr Programs Admin	257.19	0.488%	$ 4,746		$ 4,746	$ 42	$ 4,788
1001-PCS-7220 Heritage Ctr Ops Admin	231.47	0.439%	$ 4,271		$ 4,271	$ 38	$ 4,309
1001-PCS-7300 Senior Programs Admin	231.47	0.439%	$ 4,271		$ 4,271	$ 38	$ 4,309
1001-PCS-7301 Senior Program Trips and Tours	51.44	0.098%	$ 949		$ 949	$ 8	$ 958
1001-PCS-7302 Senior Program Activities	180.03	0.342%	$ 3,322		$ 3,322	$ 29	$ 3,351
1001-PCS-7303 Senior Program Lunch Program	77.16	0.146%	$ 1,424		$ 1,424	$ 13	$ 1,436
1001-PCS-7304 Senior Program Special Events	128.59	0.244%	$ 2,373		$ 2,373	$ 21	$ 2,394
1001-PCS-7305 Senior Volunteer Program	102.87	0.195%	$ 1,898		$ 1,898	$ 17	$ 1,915
1001-PCS-7306 Contracted Senior Classes	154.31	0.293%	$ 2,847		$ 2,847	$ 25	$ 2,873
1001-PCS-7310 Senior Ctr Facility Ops Admin	205.75	0.391%	$ 3,797		$ 3,797	$ 34	$ 3,830

1001-PWD-6311 City Hall

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
1001-PCS-7311 Senior Ctr Rental	385.78	0.732%	$ 7,119		$ 7,119	$ 63	$ 7,181
1001-PCS-7400 Family Programs Admin	180.03	0.342%	$ 3,322		$ 3,322	$ 29	$ 3,351
1001-PCS-7401 After School Recreation	154.31	0.293%	$ 2,847		$ 2,847	$ 25	$ 2,873
1001-PCS-7402 Full Day Camps	51.44	0.098%	$ 949		$ 949	$ 8	$ 958
1001-PCS-7403 Half Day Camps	51.44	0.098%	$ 949		$ 949	$ 8	$ 958
1001-PCS-7404 Student Union	180.03	0.342%	$ 3,322		$ 3,322	$ 29	$ 3,351
1001-PCS-7405 Dublin L.E.A.D	51.44	0.098%	$ 949		$ 949	$ 8	$ 958
1001-PCS-7410 PreSchool Admin	231.47	0.439%	$ 4,271		$ 4,271	$ 38	$ 4,309
1001-PCS-7411 Shannon Preschool	102.87	0.195%	$ 1,898		$ 1,898	$ 17	$ 1,915
1001-PCS-7413 PreSchool Camps	51.44	0.098%	$ 949		$ 949	$ 8	$ 958
1001-PCS-7420 Shannon Ctr Facility Ops	77.16	0.146%	$ 1,424		$ 1,424	$ 13	$ 1,436
1001-PCS-7421 Shannon Ctr Rental	154.31	0.293%	$ 2,847		$ 2,847	$ 25	$ 2,873
1001-PCS-7500 Sports Admin	231.47	0.439%	$ 4,271		$ 4,271	$ 38	$ 4,309
1001-PCS-7501 Adult Sports/Basketball	221.18	0.420%	$ 4,081		$ 4,081	$ 36	$ 4,117
1001-PCS-7502 Adult Sports/Softball	221.18	0.420%	$ 4,081		$ 4,081	$ 36	$ 4,117
1001-PCS-7503 Youth Sports/Basketball	154.31	0.293%	$ 2,847		$ 2,847	$ 25	$ 2,873
1001-PCS-7504 Youth Sports/Tee Ball	25.72	0.049%	$ 475		$ 475	$ 4	$ 479
1001-PCS-7505 Contracted Sports Programs	354.92	0.674%	$ 6,549		$ 6,549	$ 58	$ 6,607
1001-PCS-7510 Other Facility Operations Admin	25.72	0.049%	$ 475		$ 475	$ 4	$ 479
1001-PCS-7511 Stager Gym Rental	51.44	0.098%	$ 949		$ 949	$ 8	$ 958
1001-PCS-7513 Civic Center Rentals	102.87	0.195%	$ 1,898		$ 1,898	$ 17	$ 1,915
1001-PCS-7514 Library Rentals	128.59	0.244%	$ 2,373		$ 2,373	$ 21	$ 2,394
1001-PCS-7515 Parks Rental	540.09	1.025%	$ 9,966		$ 9,966	$ 88	$ 10,054
1001-PCS-7600 Aquatics Program Admin	488.65	0.927%	$ 9,017		$ 9,017	$ 80	$ 9,096
1001-PCS-7601 Recreation Swimming	128.59	0.244%	$ 2,373		$ 2,373	$ 21	$ 2,394
1001-PCS-7602 Competitive Swimming	180.03	0.342%	$ 3,322		$ 3,322	$ 29	$ 3,351
1001-PCS-7603 Fitness Programs	205.75	0.391%	$ 3,797		$ 3,797	$ 34	$ 3,830
1001-PCS-7604 Swim Lessons	257.19	0.488%	$ 4,746		$ 4,746	$ 42	$ 4,788
1001-PCS-7611 Waterpark Operations	668.68	1.269%	$ 12,339		$ 12,339	$ 109	$ 12,448
1001-PCS-7612 Wave Concessions	25.72	0.049%	$ 475		$ 475	$ 4	$ 479
1001-PCS-7620 Wave Facility Admin	257.19	0.488%	$ 4,746		$ 4,746	$ 42	$ 4,788
1001-PCS-7621 Wave Facility Rental	180.03	0.342%	$ 3,322		$ 3,322	$ 29	$ 3,351
1001-CDD-8200 Planning	4,963.67	9.421%	$ 91,593		$ 91,593	$ 808	$ 92,401
1001-CDD-8300 Building & Safety	3,857.78	7.322%	$ 71,186		$ 71,186	$ 628	$ 71,814
2302-PWD- Measure D	334.34	0.635%	$ 6,169		$ 6,169	$ 54	$ 6,224

1001-PWD-6311 City Hall

ALLOCATION DETAIL

	Allocation Units	Allocated Percent	Gross Allocation	Direct Billed	First Allocation	Second Allocation	Total
2901-CDD- Affordable Housing	951.58	1.806%	$ 17,559		$ 17,559	$ 155	$ 17,714
2907-CMO- American Rescue Plan Act (ARPA)	514.37	0.976%	$ 9,491		$ 9,491	$ 84	$ 9,575
5301-PWD- Fallon Village GHAD	51.44	0.098%	$ 949		$ 949	$ 8	$ 958
5302-PWD- Schaefer Ranch GHAD	51.44	0.098%	$ 949		$ 949	$ 8	$ 958
5321-PWD- Fallon Crossing	25.72	0.049%	$ 475		$ 475	$ 4	$ 479
6605-CMO- Information Systems Fund	4,114.96	7.810%	$ 75,932		$ 75,932	$ 670	$ 76,602
-- Other	1,250.00	2.373%	$ 23,066		$ 23,066	$ 204	$ 23,269
Total	**52,687.00**	**100.000%**	**$ 972,213**	**$ -**	**$ 972,213**	**$ 6,110**	**$978,323**

Allocation Basis: **Sq. Ft. of City Hall Occupied per Sub Program**

Source of Allocation: **Assest Report**

ALLOCATION SUMMARY

1001-PWD-6311 City Hall

	City Hall Maintenance	Total
1001-CMO-1100 City Manager	$ 49,830	$ 49,830
1001-CMO-1200 City Clerk	$ 42,712	$ 42,712
1001-CMO-1300 Human Resources	$ 33,220	$ 33,220
1001-CMO-1600 Communications	$ 20,407	$ 20,407
1001-ASD-2000 Finance	$ 74,983	$ 74,983
1001-PWD-6000 Public Works Administration	$ 58,847	$ 58,847
1001-CMO-1500 Economic Development	$ 20,108	$ 20,108
1001-CMO-1810 Disaster Preparedness	$ 7,181	$ 7,181
1001-PWD-6100 Engineering	$ 7,181	$ 7,181
1001-PWD-6110 Capital Improvement Program	$ 38,301	$ 38,301
1001-PWD-6120 Development	$ 38,780	$ 38,780
1001-PWD-6130 Transportation	$ 26,332	$ 26,332
1001-PWD-6200 Environment & Sustainability	$ 12,927	$ 12,927
1001-PWD-6231 AVI Franchise Agreement	$ 958	$ 958
1001-PWD-6300 Maintenance	$ 19,150	$ 19,150
1001-PCS-7000 Parks & Community Services	$ 47,397	$ 47,397
1001-PCS-7010 Contracted Classes & Programs	$ 3,351	$ 3,351
1001-PCS-7011 Contracted Fitness & Wellness	$ 2,873	$ 2,873
1001-PCS-7012 Contracted Leisure	$ 1,915	$ 1,915
1001-PCS-7100 Community Events & Festivals	$ 20,587	$ 20,587
1001-PCS-7113 City Presented Performances	$ 479	$ 479
1001-PCS-7120 Arts Activities Admin	$ 6,703	$ 6,703
1001-PCS-7210 Heritage Ctr Programs Admin	$ 4,788	$ 4,788
1001-PCS-7220 Heritage Ctr Ops Admin	$ 4,309	$ 4,309
1001-PCS-7300 Senior Programs Admin	$ 4,309	$ 4,309
1001-PCS-7301 Senior Program Trips and Tours	$ 958	$ 958
1001-PCS-7302 Senior Program Activities	$ 3,351	$ 3,351
1001-PCS-7303 Senior Program Lunch Program	$ 1,436	$ 1,436
1001-PCS-7304 Senior Program Special Events	$ 2,394	$ 2,394
1001-PCS-7305 Senior Volunteer Program	$ 1,915	$ 1,915

ALLOCATION SUMMARY

1001-PWD-6311 City Hall

	City Hall Maintenance	Total
1001-PCS-7306 Contracted Senior Classes	$ 2,873	$ 2,873
1001-PCS-7310 Senior Ctr Facility Ops Admin	$ 3,830	$ 3,830
1001-PCS-7311 Senior Ctr Rental	$ 7,181	$ 7,181
1001-PCS-7400 Family Programs Admin	$ 3,351	$ 3,351
1001-PCS-7401 After School Recreation	$ 2,873	$ 2,873
1001-PCS-7402 Full Day Camps	$ 958	$ 958
1001-PCS-7403 Half Day Camps	$ 958	$ 958
1001-PCS-7404 Student Union	$ 3,351	$ 3,351
1001-PCS-7405 Dublin L.E.A.D	$ 958	$ 958
1001-PCS-7410 PreSchool Admin	$ 4,309	$ 4,309
1001-PCS-7411 Shannon Preschool	$ 1,915	$ 1,915
1001-PCS-7413 PreSchool Camps	$ 958	$ 958
1001-PCS-7420 Shannon Ctr Facility Ops	$ 1,436	$ 1,436
1001-PCS-7421 Shannon Ctr Rental	$ 2,873	$ 2,873
1001-PCS-7500 Sports Admin	$ 4,309	$ 4,309
1001-PCS-7501 Adult Sports/Basketball	$ 4,117	$ 4,117
1001-PCS-7502 Adult Sports/Softball	$ 4,117	$ 4,117
1001-PCS-7503 Youth Sports/Basketball	$ 2,873	$ 2,873
1001-PCS-7504 Youth Sports/Tee Ball	$ 479	$ 479
1001-PCS-7505 Contracted Sports Programs	$ 6,607	$ 6,607
1001-PCS-7510 Other Facility Operations Admin	$ 479	$ 479
1001-PCS-7511 Stager Gym Rental	$ 958	$ 958
1001-PCS-7513 Civic Center Rentals	$ 1,915	$ 1,915
1001-PCS-7514 Library Rentals	$ 2,394	$ 2,394
1001-PCS-7515 Parks Rental	$ 10,054	$ 10,054
1001-PCS-7600 Aquatics Program Admin	$ 9,096	$ 9,096
1001-PCS-7601 Recreation Swimming	$ 2,394	$ 2,394
1001-PCS-7602 Competitive Swimming	$ 3,351	$ 3,351
1001-PCS-7603 Fitness Programs	$ 3,830	$ 3,830
1001-PCS-7604 Swim Lessons	$ 4,788	$ 4,788
1001-PCS-7611 Waterpark Operations	$ 12,448	$ 12,448

ALLOCATION SUMMARY

1001-PWD-6311 City Hall

	City Hall Maintenance	Total
1001-PCS-7612 Wave Concessions	$ 479	$ 479
1001-PCS-7620 Wave Facility Admin	$ 4,788	$ 4,788
1001-PCS-7621 Wave Facility Rental	$ 3,351	$ 3,351
1001-CDD-8200 Planning	$ 92,401	$ 92,401
1001-CDD-8300 Building & Safety	$ 71,814	$ 71,814
2302-PWD- Measure D	$ 6,224	$ 6,224
2901-CDD- Affordable Housing	$ 17,714	$ 17,714
2907-CMO- American Rescue Plan Act (ARPA)	$ 9,575	$ 9,575
5301-PWD- Fallon Village GHAD	$ 958	$ 958
5302-PWD- Schaefer Ranch GHAD	$ 958	$ 958
5321-PWD- Fallon Crossing	$ 479	$ 479
6605-CMO- Information Systems Fund	$ 76,602	$ 76,602
-- Other	$ 23,269	$ 23,269
Total	**$ 978,323**	**$ 978,323**

Subsidized Fee Recommendations

Section	Item / Service	Description / Unit	Current Fee	*2024 Full Cost (Info Only)*	Proposed 2024 Fee	Reason	2023 Volume	Revenue at Full Cost	Revenue at Proposed Fee	Net Subsidy
Building & Safety Division	$0-$500	Flat	$ 50	$ 160	**$ 50**	Health & Safety	18	$ 2,886	$ 900	$ 1,986
Building & Safety Division	HVAC System	Per system	$ 243	$ 297	**$ 250**	Health & Safety	471	$ 140,041	$ 117,750	$ 22,291
Building & Safety Division	Water Heater	Per permit	$ 111	$ 181	**$ 150**	Health & Safety	258	$ 46,698	$ 38,700	$ 7,998
Building & Safety Division	Solar System - Residential Rooftop Photovoltaic (Up to 15Kw) as defined by Government Code 66015	Per permit	$ 450	$ 460	**$ 450**	State Law	903	$ 415,595	$ 406,350	$ 9,245
Building & Safety Division	Solar Panel - Non-Residential Rooftop Photovoltaic (above 251 Kw)	Each Kw above 15 of fraction thereof	$ 15	$ 16	**$ 15**	State Law	18	$ 292	$ 270	$ 22
Building & Safety Division	Solar Panel - Non-Residential Rooftop Photovoltaic (up to 50 Kw)	Per Permit	$ 1,000	$ 1,647	**$ 1,000**	State Law				
Building & Safety Division	Solar Panel - Non-Residential Rooftop Photovoltaic (51 Kw-250 Kw)	Per kilowatt between 51-250	$ 7	$ 10	**$ 7**	State Law				
Building & Safety Division	Solar Panel - Non-Residential Rooftop Photovoltaic (above 251 Kw)	Per kilowatt above 251	$ 5	$ 8	**$ 5**	State Law				
Planning	Minor Use Permit (Including Major Amendments)	Per application	$ 1,199	$ 5,322	**$ 1,331**	Health & Safety	2	$ 10,644	$ 2,661	$ 7,983
Planning	Minor Use Permit – Minor Amendment	Per application	$ 299	$ 3,975	**$ 788**	Health & Safety				
Planning	Conditional Use Permit	Per application	$ 1,798	$ 9,992	**$ 2,498**	Health & Safety	4	$ 39,968	$ 9,992	$ 29,976
Planning	Conditional Use Permit – Minor Amendment (Administrative Determination)	Per request	$ 599	$ 5,629	**$ 788**	Health & Safety				
Planning	Conditional Use Permit – Time Extension (Administrative Determination)	Per request	$ 419	$ 910	**$ 227**	Health & Safety				
Planning	Conditional Use Permit – Time Extension (Planning Commission Determination)	Per request	$ 1,798	$ 5,036	**$ 1,259**	Health & Safety				
Planning	Temporary Use Permit - Minor	Per application	$ 299	$ 851	**$ 213**	Health & Safety	12	$ 10,214	$ 2,553	$ 7,660
Planning	Accommodations for persons with disabilities Review	Per application	No Fee	$ 673	**No Fee**	Health & Safety				
Planning	Zoning Clearance-General	Per application	$ 89	$ 505	**$ 126**	Health & Safety	11	$ 5,556	$ 1,389	$ 4,167
Planning	Site Development Review – Single Sign (Master Sign Program is handled as a Site Development Review-General)	Per Sign	$ 389	$ 673	**$ 505**	Health & Safety	4	$ 2,694	$ 2,020	$ 674
Planning	Site Development Review Waiver	Per request	$ 419	$ 876	**$ 657**	Health & Safety	35	$ 30,652	$ 22,995	$ 7,657
Planning	Site Development Review – Time Extension (Administrative Determination)	Per request	$ 269	$ 910	**$ 277**	Health & Safety				
Planning	Site Development Review – Time Extension (Planning Commission Determination)	Per request	$ 1,349	$ 5,036	**$ 1,388**	Health & Safety				
Planning	Planned Development Minor Amendment –(Administrative Determination)	Per application	$ 613	$ 2,575	**$ 644**	Health & Safety				
Planning	Appeal of Action by member of public (non-applicant)	Per appeal	$ 239	$ 5,098	**$ 246**	Health & Safety				
Planning	Estoppel Certificate – Development Agreement	Per certificate	$ 279	$ 296	**$ 287**	Health & Safety				
Planning	Heritage Tree Removal Permit	per application	$ 299	$ 1,549	**$ 308**	Health & Safety	3	$ 4,648	$ 923	$ 3,725
Planning	Preparation of Mailing Address Labels (Noticing Requirements)	Per set of labels	$ 77	$ 598	**$ 79**	Health & Safety				
Planning	Building division permit referral	Per application	$ 163	$ 253	**$ 168**	Health & Safety	141	$ 35,610	$ 23,688	$ 11,922
Housing	Below Market Rate Unit - Refinance Administrative Fee	Per Request	$ 1,140	$ 1,184	**$ 675**	Health & Safety				
Police	Police Report / Inspection Verification	Per report	$ 5	$ 69	**$ 5**	State Law	680	$ 47,244	$ 3,400	$ 43,844
Police	Records Subpoena (Subpoena Duces Tecum) Ca. Govt Code 6254(f)(1) and (2)	Per Response	$ 15	$ 158	**$ 15**	State Law	33	$ 5,204	$ 495	$ 4,709
Police	Towed/Stored Vehicle Release	Per Vehicle	$ 100	$ 94	**$ 90**	Feasibility of Collection				
General	Passport Photo Fee	Per Photo	New	$ 31	**$ 20**	Impact on demand				
Finance	Annual Business Registration (License)	Per Registration	$ 29	$ 88	**$ 29**	City Public Policy/Objectives	2367	$ 208,427	$ 68,643	$ 139,784
Finance	New Business Registration (License) - Inside	Per Business	$ 106	$ 180	**$ 106**	City Public Policy/Objectives	229	$ 41,120	$ 24,274	$ 16,846
Finance	New Business Registration (License) - Outside	Per Business	$ 106	$ 145	**$ 106**	City Public Policy/Objectives	425	$ 61,633	$ 45,050	$ 16,583
Finance	Business License Transfer	Per Transfer	$ 70	$ 76	**$ 70**	City Public Policy/Objectives				
Finance	Duplicate Business License	Per Replacement	$ 26	$ 38	**$ 26**	City Public Policy/Objectives				
Finance	Delinquent Business License Processing Fee	Per License	$ 29	$ 17	**$ 29**	City Public Policy/Objectives				

City of Dublin

User Fee Cost Recovery Policy

(Resolution – Exhibit A)

Measuring the cost of government services is useful for a variety of purposes, including setting user fees and performance measurement/benchmarking.

Ongoing Review

It is planned that a comprehensive user fee study should be conducted at least every five years to assure that user fees reflect the City's underlying costs. The last such study was completed in fiscal year 2011-12.

Annual Increase

User fees established as part of a Master Fee Schedule will be increased each July 1 to keep pace with increases in the City's costs. In years between comprehensive user fee studies, the increase should be calculated based on changes in the preceding December Consumer Price Index (Bureau of Labor Statistics, San Francisco-Oakland Urban Wage Earners and Clerical Workers). The resulting calculation for each fee shall be rounded down to the nearest whole dollar.

Applicability

This User Fee Cost Recovery Policy applies to all general user fees and charges for services established in accordance with an adopted Master Fee Schedule. Parks & Community Services shall establish its program related fees in accordance with the Parks & Community Services Pricing Policy as originally adopted September 21, 2010 and as may be subsequently amended. Impact Fees which fund capital improvements are not covered by this policy.

Cost Recovery Levels

Costs should not be the sole consideration in determining how much the City will charge for services it provides. However, absent reasons to the contrary, the City will set user fees at a level to recover the total cost of delivering the related services, including direct costs, departmental administration costs, and City-wide indirect costs. Offsetting revenues should be considered when determining the total cost.

Revenue from each user fee should not exceed the related reasonable total cost of providing the related services.

It is appropriate for certain user fees to be established at a level below the related total cost of delivering the related services. The following factors will be considered when determining the appropriate cost recovery level:

- Community-wide vs. special benefit - The use of general purpose revenue is appropriate for community-wide services while user fees are appropriate for services that are of special benefit to individuals or groups. Full cost recovery is not always appropriate for special benefits.
- Service recipient vs. service driver - Particularly for services associated with regulated activities (development review, code enforcement), from which the community primarily benefits, cost recovery from the "driver" of the need for the service (applicant, violator) is appropriate.

- Consistency with City public policies and objectives - City policies and Council goals focused on long term improvements to community quality of life may impact desired fee levels as fees can be used to change community behaviors, promote certain activities or provide funding for pursuit of specific community goals (e.g., health and safety, environmental stewardship, renewable energy, economic development).
- Impact on demand (elasticity) - Pricing of services can significantly impact demand. At full cost recovery, for example, the City is providing services for which there is a genuine market not over-stimulated by artificially low prices. Conversely, high cost recovery may negatively impact lower income groups and this can work against public policy outcomes if the services are specifically designed to serve particular groups.
- Discounted rates and surcharges - Rates may be discounted to accommodate lower income groups or groups who are the target of the service, such as senior citizens or residents. Higher rates are considered appropriate for non-residents to further reduce general fund subsidization of services.
- Feasibility of collection - It may be impractical or too costly to establish a system to appropriately identify and charge each user for the specific services received. The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection

For fees that are established at a level less than full cost recovery, the City Council may desire to examine the rationale for these deviations, and direct Staff to explore the appropriateness.

Contractor Hourly Rates
When City contractors provide services to other governments, businesses or individuals, their time should be charged at direct labor cost, including benefits, plus a mark-up percentage representing City administrative overhead. The markup percentage(s) shall remain in effect until the next comprehensive fee study.

Definitions
Direct costs – those costs that can be specifically identified with a particular cost objective, such as street maintenance, police protection.

Indirect costs – those costs not readily quantifiable with a direct operating program, but rather, are incurred for a joint purpose that benefits more than one cost objective. Common examples of indirect cost functions include accounting, purchasing, legal services, personnel administration and building maintenance. Although indirect costs are generally not directly linked with direct cost programs, their cost should be included as part of the total cost of providing specific services.

Administration and Billing
The method of assessing and collecting user fees should be as simple as possible in order to minimize inconvenience to the users and to minimize the City's administrative cost of collection.

The cost recovery level established by the City for each fee should be sensitive to the "market" rate for such services provided by other governments, non-profit organizations, companies and individuals.

However, the rates charged by others will not be the primary criteria for setting City user fees because there are many factors affecting how other communities and organizations set their rates, including:

- Planned cost recovery level
- What costs are included in calculated total cost
- The last time a comprehensive user fee study was performed
- The level of service provided

Fees should be charged to all entities using City services including Federal, State and County jurisdictions unless exempt by law.

The City Manager may exempt or reduce fees where it is in the City's best interest to do so, and in accordance with business need.

When new fees become desired or necessary before the next comprehensive fee study, they will be established at a level based on estimated direct labor cost, including benefits, plus a markup representing City administrative overhead, which will be calculated as part of each comprehensive fee study and remain in effect until the next such fee study. The new fees shall be added to the City's Master Fee Schedule.

The City Council will approve the Master Fee Schedule each year prior to its July 1 effective date. It will then be made available to the public on the City's website.

Review of User Fee Study and Cost Allocation Plan

June 4, 2024

DUBLIN
CALIFORNIA

Background

- User Fee Study done every five years
  - CPI increases annually
- Looks at current costs of providing services vs fee charged
- Cost Allocation Plan determines indirect costs
- June 2018 – Current cost recovery model adopted
- December 2023 – City engaged Matrix Consultants, Ltd for the update
- June 2024
  - June 4 – Receive the reports – provide direction
  - June 18 – Adopt Master Fee Schedule

User Fee Summary

- City is currently at 85% recovery rate
  - Subsidy of $907,751
- Department recovery ranges from 42% (Planning) to 97% (Fire)
- Adopting Staff recommends fee levels increases revenue $570,679
  - Based on activity levels in FY23/24
- Overall recovery rate would increase to 95%
  - Fees set by statute
  - Fees not collected at 100%

Current Departmental Recovery Rate

- City is currently at 85% recovery rate
  - Subsidy of $907,751
- Department recovery ranges from 42% (Planning) to 97% (Fire)

Table 1. Current Departmental Recovery Rate

User Fee Departments/Divisions	(A) Costs, User Fee Service	(B) Current Revenue	(C) Difference	(D) Current Recovery Percentage
Building	$4,711,585	$4,264,214	($447,371)	91%
Engineering	$512,382	$376,390	($135,992)	73%
Finance	$311,180	$137,967	($173,213)	44%
Fire	$386,201	$376,337	($9,864)	97%
Housing	$61,640	$54,180	($7,460)	88%
Planning	$147,130	$61,077	($86,053)	42%
Police	$97,850	$50,052	($47,798)	51%
Total	$6,227,968	$5,320,217	($907,751)	85%

Recommended Subsidy

- Adopting Staff recommended fee levels would subsidize fee by $337,072
- Overall recovery rate would increase to 95%

Table 2. Recommended Subsidy Levels, by Department

User Fee Departments/Divisions	(A) Costs, User Fee Service	(B) Revenue at Proposed Fees	(C) Subsidy	(D) Cost Recovery
Building	$4,711,585	$4,670,043	$41,542	99%
Engineering	$512,382	$512,382	$0	100%
Finance	$311,180	$137,967	$173,213	44%
Fire	$386,201	$386,201	$0	100%
Housing	$61,640	$61,640	$0	100%
Planning	$147,130	$73,366	$73,764	50%
Police	$97,850	$49,297	$48,553	50%
Total	$6,227,968	$5,890,896	$337,072	95%

User Fee Cost Recovery Policy

- "Cost should not be the sole consideration…but absent reasons to the contrary, City will set user fee levels to recover total cost."

Subsidized Fees

- Health/Safety (Service recipient vs service driver) – Associated with regulated activities
  - Example: Water heater permit
  - Planning Fees – 25% of total cost
- City Public Policy/Objective
  - Example: Business license fee

Subsidized Fees

- Feasibility of Collection
  - Example: Towed/stored vehicle
- State/Federal Law
  - Example: Police reports
- Impact on Demand
  - Example: Passport photo fee

User Fee Cost Recovery Policy

- Community-wide vs. special benefit
- Discounted rates and surcharges
  - Rates discounted to accommodate lower income groups
  - Rates higher for non-residents

Staff Hourly Rates

- Time and material billing rates
- Blend rates

Table 3. Hourly Rates

User Fee Departments/Divisions	Current Hourly Rates	New Full Cost Hourly Rates (Based on Fee Study)	% Change
Building	$255.00	$290.00	12%
Engineering	$350.00	$355.00	1%
Engineering Inspection	$279.00	$331.00	16%
Planning	$330.00	$337.00	2%

Overhead Rates

- Development-related services

User Fee Departments/Divisions	Current Overhead Rate	New Full Cost Overhead Rate (Based on Fee Study)	Change
Building	30%	45%	15%
Engineering	26%	46%	20%
Planning	30%	45%	15%

- Citywide

Citywide General	64.80%	24.48%	(40.32%)

Fees to Discuss

- Passport Photo Fee (new)
  - Market rate $20.00
- EV Charging Fee
  - Currently Charge $0.33 – covers electricity
  - Full Cost $0.75 - $0.80

Fees to Discuss

- Credit Card Fee (new)
  - 3% of transaction
  - Currently don't charge fee
- Technology Fee (new)
  - 2% additional fee on permits
  - Cover future technology upgrades/replacement

Cost Allocation Plan

- Calculates a Citywide overhead rate
  - City rate 24.48%
- Calculates a departmental overhead rate
  - Looks at support costs applied to each department providing the direct service
  - This rate is included in the staff billing rates

Staff Recommendation

- Receive the report
- Provide feedback

Thank you!

DUBLIN
CALIFORNIA

Agenda Item 8.2

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 4, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Actions to Fill Mayoral Vacancy
Prepared by: John Bakker, City Attorney and Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider its options to fill the vacancy left by the resignation of Mayor Melissa Hernandez. The Mayoral term expires in December of this year. The City Council's options include making an appointment by August 3, 2024 or leave the office of Mayor vacant until the results of the November 5, 2024 General Municipal Election are declared.

STAFF RECOMMENDATION:

Appoint someone to fill the vacancy or provide direction on the process to fill the vacancy in the office of Mayor.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The resignation of Mayor Hernandez effective on June 4, 2024 created a vacancy in the office of Mayor. Government Code Section 34902 provides if a vacancy occurs in the office of Mayor, the City Council shall, "fill the vacancy by appointment." It goes on to say that "If the council fails to fill it within 60 days, it shall call an election to fill the vacancy to be held on the next established election date to be held not less than 114 days thereafter."

Notably, the operation of the statutory language in the current circumstance prevents the City Council from calling a special election to fill the vacancy. Section 34902 indicates that the City Council must call an election if it has not made the appointment within 60 days, but it does not authorize an election to be called in that period. The next established election date is November 5, 2024, and 114 days before that is July 14, 2024, several weeks before the 60-day time period expires. In any event, since the current Mayoral term would have ended simultaneously with the

election to fill the vacancy, calling such an election would have no practical effect.

The City Council has until Sunday, August 3, 2024 to appoint a successor. The appointed Mayor would hold office until December 2024, when the successor Mayor is sworn in following the November 5, 2024 General Municipal Election.

Unless the City Council changes its rules, three of the four members of the City Council would have to agree on a successor. City Council Resolution No. 131-23, establishing rules for the conduct of meetings, provides in Section 19 that when a vacancy occurs on the City Council, in the office of Councilmember or Mayor, and the City Council appoints a replacement, it may do so only at a meeting at which all remaining Councilmembers are present (Attachment 1). Thus, unless the City Council amends this resolution, it can appoint only at a meeting held on or before August 3, 2024 at which all four Councilmembers are present, and the appointment would require three affirmative votes.

In making appointments to fill vacancies, the City Council has customarily followed *Robert's Rules of Order*. Under *Robert's Rules*, more than one person may be nominated until one person receives at least three votes. If this approach were adopted, the City Council would vote on the first person nominated, and, if that person does not receive three votes, the City Council would vote on the second name and so forth until one person receives a majority vote. The City Council's current version of the *Rules for the Conduct of City Council Meetings* (Reso. No. 131-23) adopts *Rosenberg's Rules of Order* as the default rules governing the conduct of City Council meetings, and *Rosenberg's Rules* does not contain any rules governing nominations. In the absence of a controlling rule, the City Council may wish to rely on the City Council's previous practice.

If the City Council does not appoint a Mayor to hold office for the duration of Mayor Hernandez's unexpired term, the office of Mayor would remain vacant until the results of the November 5, 2024 General Municipal Election are declared.

The City Council could appoint any eligible person, including members of the City Council, to serve as Mayor. A person is eligible to serve if they are a City elector and a registered voter. If a member of the City Council is appointed it would create a vacancy on the City Council that would require a second vacancy filling process. In other words, the person appointed would lose their seat.

Although it is not required, the City Council has customarily made appointments after an application process. If the City Council decides to appoint after an application process, Staff could open an application period and schedule a discussion about applicants or hold interviews on June 18, 2024, July 16, 2024, or schedule a special meeting at anytime prior to August 3, 2024.

The most recent occurrence of the City Council filling an unexpired vacancy on the City Council was in 2018 after the passing of Vice Mayor Don Biddle. The City Council was presented with two options, appoint or call a special election, and they opted to appoint via an application process. A seven-day application period was opened, and a special meeting scheduled to discuss the applicants and make an appointment. After reviewing applications, each councilmember came to the meeting prepared with their top two applicants in mind and discussed their selections.

Staff asks that the City Council either make the appointment or provide direction on the process to fill the vacancy in the office of Mayor.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution 131-23 Amending and Restating the Rules for the Conduct of Meetings of the City Council

RESOLUTION NO. 131 – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING AND RESTATING THE RULES FOR THE CONDUCT OF MEETINGS OF THE CITY COUNCIL

WHEREAS, from time to time the City Council amends and restates the Rules of Conduct of Meetings of the City Council, and the Rules were last restated by Resolution No. 130-21; and

WHEREAS, the City Council wishes to amend and restate the Rules in order to change the Order of Business.

NOW, THEREFORE, BE IT RESOLVED that the Rules for the Conduct of Meetings of the City Council are amended to read as follows in their entirety:

1. REGULAR MEETINGS

a. **Time** Regular meetings of the City Council shall be held on the first and third Tuesday of each month at the hour of 7:00 p.m., except that Closed Session Items shall be held at 6:30 p.m. Whenever the day fixed for any regular meeting of the City Council falls upon a day designated as a holiday, such meeting will be held at the same hour on the next succeeding day not a holiday.

b. **Place** All regular meetings of the City Council shall be held at the Civic Center, as designated by Ordinance.

c. **Public** All meetings of the City Council shall be open to the public; provided, however, the City Council may hold closed sessions as provided by the laws of the State of California.

2. SPECIAL MEETINGS

A special meeting may be ordered at any time by the Mayor whenever in his/her opinion the public business may require it or upon the written request of any three members of the City Council. Whenever a special meeting shall be called, written notice of such meeting shall be delivered personally or by any other means by the City Clerk to each member of the City Council and to each local newspaper of general circulation and radio/television station requesting notice in writing. Such notice must be delivered at least 24 hours before the time of such meeting as specified in the notice. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at such meetings by the City Council.

The agenda for special meetings shall contain the information set forth in Section 3.a. - f. below. At least 24 hours before each special meeting, the City Clerk shall post a copy of the agenda, including the call and notice of the special meeting at the same location identified in Section 3 below.

3. AGENDA

The City Clerk shall, in consultation with the City Manager, arrange an agenda of matters according to the order of business and furnish each member of the City Council, the City Manager, City Attorney, and City Department Heads with a copy of the agenda packet prior to the City Council meeting at least 72 hours in advance of a regular meeting, and 24 hours in advance of a special meeting, as time for preparation will permit.

The agenda prepared by the City Clerk shall, at a minimum, include:

a. The date of the meeting
b. The time of the meeting
c. The location of the meeting
d. A brief general description of each item of business to be transacted or discussed at the meeting
e. Specified period of time for members of the public to address the City Council on items of interest to the public that are within the jurisdiction of the City Council, including a statement that no person may speak longer than three minutes, and including language that the City Council can only briefly respond with questions, refer to Staff, or place on a future agenda.
f. A specified section under which City Councilmembers and Staff may present informational only reports.

At least 72 hours before each regular meeting, the City Clerk shall post a copy of the agenda in the Kiosk in front of the Civic Center located at 100 Civic Plaza, Dublin, California.

The City Clerk shall execute a declaration of posting which shall be filed in the Office of the City Clerk.

The City Clerk shall so mark or denote “Consent Calendar” items on the agenda to identify those items on the agenda which can reasonably be expected to generate no discussion by members of the City Council, City Staff or interested persons in the audience. The City Council shall consider all of the items on the Consent Calendar portion of the agenda at one time by a vote after a motion has been duly made and seconded. If any member of the City Council, City Staff or interested person in the audience requests that a consent item be removed from the list, such item shall be taken up for consideration and disposition in the order listed on the agenda.

4. PRESIDING OFFICER

The Mayor shall preside at all City Council meetings and perform such other duties consistent with his/her office as may be imposed by the City Council. The Mayor shall be entitled to vote, but shall possess no veto power. The Mayor shall be recognized as the official head of the City for all ceremonial purposes.

The Mayor shall preserve strict order and decorum at all regular and special meetings of the City Council. The Mayor shall state every question coming before the City Council, call for the vote, announce the decision of the City Council on all subjects and decide all questions of order, subject however, to an appeal of the City Council, in which event a

majority vote of the City Council shall govern and conclusively determine such question of order. The Mayor shall sign all Ordinances adopted by the City Council during his/her presence. In the event of the absence of the Mayor, the Mayor Pro Tempore shall sign Ordinances and Resolutions as then adopted.

5. CALL TO ORDER

The Mayor, or in his/her absence, the Mayor Pro Tempore, shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the City Council to order. In the absence of the Mayor or Mayor Pro Tempore, the City Clerk shall call the City Council to order, whereupon a temporary chair shall be elected by the members of the City Council present. Upon the arrival of the Mayor or Mayor Pro Tempore, the temporary chair shall immediately relinquish the chair upon the conclusion of the business immediately before the City Council.

6. ATTENDANCE

Before proceeding with the business of the City Council, the City Clerk shall enter into the minutes, the names of the members present or absent. No formal roll call need be taken.

7. QUORUM

A majority of the members of the City Council shall constitute a quorum for the transaction of business, but a lesser number than a quorum may adjourn from time to time. The City Council may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. If all members are absent from any regular or adjourned regular meeting, the City Clerk may declare the meeting adjourned to a stated time and place. If the City Clerk does, the City Clerk shall cause written notice of the adjournment to be given in the same manner as provided for special meetings. A copy of the order or notice of adjournment shall be posted in the Civic Center Kiosk and other places designated by the City Council within 24 hours after the time of adjournment. Whenever a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjournment meeting shall be held, it shall be held at the hour specified for regular meetings.

8. REMOTE ATTENDANCE

In rare cases and exceptional circumstances, the City Council permits remote attendance by City Councilmembers at regular and special City Council meetings. Only two Councilmembers are permitted to attend remotely per meeting. The first two Councilmembers who notify the City Clerk of his or her intention to do so will be permitted to attend remotely. Video and audio remote attendance are permitted, video is preferred.

9. ORDER OF BUSINESS

Promptly at the hour set on the day of each regular meeting, the members of the City Council, City Clerk (or Designee) and City Manager (or Designee) shall take their regular stations in the City Council Chambers and the business of the City Council shall be taken

up for consideration and disposition in the following order except that, with the unanimous consent of the City Council, matters may be taken up out of order:

- Call to Order (Closed Session)
- Call to Order & Pledge of Allegiance to the Flag
- Report on Closed Session Action
- Presentations and Proclamations
- Public Comment
- Consent Calendar
- Public Hearings
- Unfinished Business
- New Business
- City Manager and City Council Reports (City Council/Staff Informational Only Reports/Matters Too Late for the Agenda)
- Adjournment

10. MATTERS TOO LATE FOR THE AGENDA

a. No action or discussion shall take place on any item not appearing on the agenda for a regular meeting as posted, unless one of the three items below, occurs:

(1) The City Council determines by majority vote that an emergency situation exists, as defined in Government Code Section 54956.5; or

(2) The City Council determines by vote of two-thirds of the members present (i.e. four votes if five members are present and three votes if four members are present), or by a unanimous vote of the members of the City Council if only three members are present, that there is a need to take immediate action and that the need for action came to the City Council's attention after the agenda was posted; or

(3) The item was included in a posted agenda for a prior meeting held not more than five calendar days prior to the meeting at which the item is acted upon and at the prior meeting the item was continued to the meeting at which the action is being taken.

b. When an item not on the agenda is raised by a member of the public, the City Council may briefly respond, may ask questions for clarification, provide a reference to Staff or other resources, or request Staff to report back at a subsequent meeting. Furthermore, a member of the City Council may request that the City Council, and the City Council may, direct staff to place a matter of business on a future agenda.

11. READING OF MINUTES

Unless the reading of the minutes of a City Council meeting is requested by a majority vote of the City Council, such minutes may be approved without reading if the City Clerk has previously furnished each member with a copy thereof.

12. RULES OF DEBATE

a. Presiding Officer may debate The Mayor or such other member of the City Council as may be presiding may move, second and debate from the chair, subject only to such limitations of debate as are by these rules imposed upon all members. He/she shall not be deprived of any of the rights and privileges of a City Councilmember by reason of his /her acting as the Presiding Officer.

b. Getting the floor Every member desiring to speak shall address the Mayor, and upon recognition by the Mayor, shall confine himself/herself to the question under debate.

c. Interruptions A member, once recognized, shall not be interrupted when speaking unless it be to call him/her to order, or as herein otherwise provided. If a member, while speaking, be called to order, he/she shall cease speaking until the question of order is determined, and if in order, he/she shall be permitted to proceed.

d. Privilege of closing debate The City Councilmember moving the adoption of an Ordinance or Resolution shall have the privilege of closing the debate.

e. Motion to reconsider A motion to reconsider any action taken by the City Council may be made at any time. Such a motion must be made by one of the prevailing side, but may be seconded by any member, and may be made at any time and have precedence over all other motions or while a member has the floor; it shall be debatable. Nothing herein shall be construed to prevent any member of the City Council from making or remaking the same or other motion at a subsequent meeting of the City Council.

f. Remarks of City Councilmember A City Councilmember may request, through the Mayor, the privilege of having an abstract of his /her statement on any subject under consideration by the City Council entered in the minutes. If the City Council consents thereto, such statement shall be entered in the minutes.

g. Synopsis of Debate The City Clerk may be directed by the Mayor, with the consent of the City Council, to enter in the minutes a synopsis of the discussion of any question coming regularly before the City Council.

h. Rules of Order Except as otherwise provided in this Resolution, the current edition of “Rosenberg’s Rules of Order” shall govern the conduct of the meetings of the City Council.

13. ADDRESSING THE CITY COUNCIL

Any person desiring to address the City Council at a meeting shall first secure the permission of the Mayor to do so; provided, however, that under the following headings of business, members of the public shall have the right to address the City Council upon obtaining recognition by the Mayor.

a. Addressing the City Council in Writing Interested persons or their authorized representative may request to address the City Council by written communication on any matters concerning the City's business, or any matters over which the City Council has control. Such written communication shall be provided to the City Clerk.

b. Public Comment on Agenda Items The City Council shall provide members of the public an opportunity to address the City Council before or during its consideration of the item. Although members of the public may submit comments in writing, the City Council is not required to read written comments into the record. Such written communications shall be provided to the City Clerk.

c. Public Comment – Items Not on the Agenda The City Council shall provide members of the public an opportunity during the “Public Comment” portion of the agenda to address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council. Although members of the public may submit comments in writing, the City Council is not required to read written comments into the record. Such written communications shall be provided to the City Clerk.

14. MANNER OF ADDRESSING CITY COUNCIL

City Council meetings are business meetings, and persons addressing the City Council are expected to conduct themselves accordingly. Each person addressing the City Council shall stand at the podium and should give, in an audible tone of voice for the record, his/her name and his/her address, although providing one's name and address is not required. Persons desiring to address the City Council shall submit a speaker slip, the purpose of which is to allow the Mayor to manage the meeting and the City Clerk to produce the minutes, although the person need not provide his or her name in order to speak. The City Council expects that remarks will be addressed to the City Council as a body and not to individuals or the public. No person, other than the City Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the City Council, without the permission of the Mayor. No question shall be asked of a City Councilmember except through the Mayor.

On each agenda item, each member of the public shall be given a specified amount of time to address the City Council during the public comment period, and the time limits shall be reasonably and uniformly applied to all speakers, so far as is possible, with the exception of formal applicants for approvals from the City who will be allotted additional time. The time limit shall be three minutes for each speaker.

Any member of the public who wishes to speak shall submit a speaker slip prior to the conclusion of the oral staff report on the agenda item. The Mayor, Vice Mayor or a member of Staff will make a statement at the beginning of the meeting reminding the public of this policy.

15. VOTING

a. Members of the City Council shall vote by a "voice vote" on all Ordinances, Resolutions and other matters, unless a roll call vote is required by law or is requested by a City Councilmember. Silence shall be recorded as an affirmative vote. The Mayor shall announce the result of the vote. As required by Government Code section 54953(c)(2), the City Clerk shall record in the minutes the vote or abstention of each City Councilmember present for the action.

b. The vote on any matter being considered by the City Council may be delayed by the Mayor until all members of the City Council present for a meeting, and not excused as herein provided, are present at the City Council dais.

c. A member of the City Council who has a conflict of interest regarding any matter being considered by the City Council shall declare the conflict and excuse himself/herself from participating in the City Council's deliberations and decisions regarding that matter.

16. ORDER AND DECORUM

a. <u>By City Councilmembers</u> While the City Council is in session, the members must preserve order and decorum, and a member shall neither by conversation or otherwise, delay or interrupt the proceedings or the peace of the City Council nor disturb any member while speaking or refuse to obey the orders of the City Council or Mayor, except as otherwise herein provided.

b. By Persons Any person making remarks or engaging in conduct which actually disrupts, disturbs, or impedes the proceedings or the peace of the City Council or disturbs any member while speaking or refuses to obey the orders of the City Council or the Mayor shall be forthwith, by the Mayor, barred from further audience before the City Council, unless permission to continue is granted by a majority vote of the City Council. In order to maintain the appropriate level of civility in the City Council's business meetings, persons are expected to refrain from making personal, impertinent, or slanderous remarks and from becoming boisterous.

c. Enforcement of Order and Decorum A law enforcement officer shall be designated as Sergeant-at-Arms of the City Council meetings when requested by the Mayor. He/she shall carry out all orders and instructions given at the City Council meeting. Upon instruction of the Mayor, it shall be the duty of the Sergeant-at-Arms to remove and bar such person from the City Council meeting who violates the order and decorum of the meeting. Violation of the order and decorum of a City Council meeting is a misdemeanor.

d. Smoking Smoking is prohibited at all times in all City-owned facilities.

17. PROHIBITION ON POLITICAL ACTIVITIES

Members of the City Council shall not engage in political activities related to local, state, or federal elections during Council meetings. For the purposes of this section, the term "political activity" shall mean an activity directed toward the success or failure of a political party, a candidate for elected office, a ballot measure, or a political group. Nothing in this section shall prevent the City Council from considering whether or not to support or oppose a ballot measure or state or federal legislation.

18. SPECIAL COMMITTEES/TASK FORCES

All special committees/task forces shall be appointed by the Mayor, subject to approval of the City Council.

19. CITY COUNCILMEMBER VACANCIES

When a vacancy occurs on the City Council, in the office of City Councilmember or Mayor, and the City Council determines to consider filling the vacancy by appointment, the City Council will make such appointment only at a meeting at which all remaining City Councilmembers (including the Mayor) are present. This rule shall not preclude the City Council from calling a special election to fill the vacancy or from adopting an ordinance to fill the vacancy pursuant to Government Code Section 36512 at a meeting at which one of the remaining City Councilmembers (including the Mayor) is absent.

20. PROTESTS

Any City Councilmember shall have the right to have the reasons for his/her dissent from, or protest against, any action of the City Council entered in the minutes.

21. ADJOURNMENT

A motion to adjourn shall always be in order and decided without debate.

22. RULES AVAILABLE FOR PUBLIC REVIEW

A copy of these Rules shall be available at all meetings of the City Council for review by the public.

PASSED, APPROVED AND ADOPTED this 19th day of December 2023, by the following vote:

AYES: Councilmembers Hu, Josey, McCorriston, Qaadri and Mayor Hernandez

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
Melissa Hernandez
97C94F7A46A8461...
Mayor

ATTEST:

DocuSigned by:
Marina Moore
9BB70815D22F40A...
City Clerk