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

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

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, July 19, 2022

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

REGULAR MEETING 7:00 PM

Pursuant to AB 361, the City is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public, without making available any physical location for the public.

Additional Meeting Procedures Available During the COVID-19 Pandemic

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

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

• Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, July 19, 2022. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation on an agenda item ends, or until the public comment period on non-agenda items is closed.

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

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ORAL COMMUNICATIONS

3.1 Employee Introductions

New City of Dublin Staff members, Sunmi Song with the Community Development Department, Maxwell Waechter and Debbie Bell with the Public Works Department, and Kevin Coffee with the Parks and Community Services Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff members.

Staff Report

3.2 Public Comment

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

4. CONSENT CALENDAR

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

4.1 Approval of the June 21, 2022 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the June 21, 2022 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 21, 2022 Regular City Council Meeting.

Staff Report

Attachment 1 - June 21, 2022 Regular City Council Meeting Minutes

4.2 Appointments to the City Council 2022 Ad-Hoc Audit Review Committee

The City's independent auditor, Badawi and Associates, has commenced the field work necessary to complete the Annual Comprehensive Financial Report for year ending June 30, 2022. The City Council will consider the establishment of an Ad-Hoc Committee, comprising two City Councilmembers, who will review the audit process and final report with the auditors.

STAFF RECOMMENDATION:

Confirm the Mayor's recommendation of Councilmembers Hu and McCorriston as the 2022 Ad-Hoc Audit Review Committee.

Staff Report

4.3 Agreement for Toxicology Testing Services

The City Council will consider an agreement for toxicology testing services with Redwood Toxicology Laboratory, Inc.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Agreement with Redwood Toxicology Laboratory, Inc.
for the Provision of Toxicology Testing Services.

Staff Report
Attachment 1 - Resolution Approving an Agreement with Redwood Toxicology Laboratory, Inc. for Toxicology Testing Services
Attachment 2 - Exhibit A to the Resolution - Agreement with Redwood Toxicology Laboratory, Inc.
Attachment 3 - Alameda County Forensic Toxicology Testing Services - RFP Report

4.4 Project Funding Agreements with Alameda County Transportation Commission for Various Crosswalk and Traffic Signal Modification Improvements

The City Council will consider approving project funding agreements with Alameda County Transportation Commission to fund crosswalk improvements and traffic signal modifications as part of Dublin's Citywide Bicycle and Pedestrian Improvements project (CIP No. ST0517).

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Project Funding Agreements with Alameda County Transportation Commission for Crosswalk Improvement Projects.

Staff Report
Attachment 1 - Resolution Approving Project Funding Agreements with Alameda County Transportation Commission for Crosswalk Improvement Projects
Attachment 2 - Exhibit A to the Resolution - Project Funding Agreement No. A22-0010
Attachment 3 - Exhibit B to the Resolution - Project Funding Agreement No. A22-0026
Attachment 4 - Exhibit C to the Resolution - Project Funding Agreement No. A22-0027
Attachment 5 - CIP No. ST0517

4.5 Second Amendment to Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay

The City Council will consider a second amendment to the Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay to increase the not-to-exceed compensation amount for the provision of recreational classes.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Second Amendment to the Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay for Recreation Services.

Staff Report
Attachment 1 - Resolution Approving a Second Amendment to the Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri Valley East Bay
Attachment 2 - Exhibit A to the Resolution - Second Amendment to the Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay

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

From March 2020 through September 2021, the City conducted meetings of its legislative bodies remotely pursuant to various executive orders that suspended certain Brown Act

provisions. In October 2021, the City returned to in-person meetings and the Brown Act was amended to allow for teleconferencing during a state of emergency. Under the new law, AB 361, the City can continue to conduct virtual meetings where the Governor has proclaimed a State of Emergency, or state or local health officials have imposed or recommended social distancing, if the City Council makes certain required findings. From January 11 – February 10, 2022, and since May 3, 2022, the City Council has operated under a resolution pursuant to AB 361 authorizing teleconferenced meetings for at least 30 days. The City Council will consider adopting a resolution that would allow for virtual attendance for the next 30 days.

STAFF RECOMMENDATION:

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

Staff Report

Attachment 1 - Resolution Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency

4.7 Croak Road Ditch Maintenance Project Off-Site Mitigation Agreements

The City Council will consider approving various agreements to allow the adjacent property owner to mitigate off-site for the habitat and wetland impacts resulting from proposed storm drainage work within Croak Road street right-of-way. These agreements will provide for mitigation services, the acquisition of off-site mitigation property, and a conservation endowment for Eagle Ridge Preserve – East Property Mitigation Area.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Contract for Transfer and Performance of Mitigation Services, the Agreement Regarding Acquisition of Off-Site Mitigation Property to Accommodate Drainage Ditch Maintenance Obligations, and the Perpetual Conservation Easement Endowment Agreement for Eagle Ridge Preserve – East Property Mitigation Area.

Staff Report

Attachment 1 - Resolution Approving the Contract for Transfer and Performance of Mitigation Services, the Agreement Regarding Acquisition of Off-Site Mitigation Property

Attachment 2 - Exhibit A to Resolution - Contract for Transfer and Performance of Mitigation Services

Attachment 3 - Exhibit B to the Resolution - Agreement Regarding Acquisition of Off-Site Mitigation Property to Accommodate Drainage Ditch Maintenance Obligations

Attachment 4 - Exhibit C to Resolution - Perpetual Conservation Easement Endowment Agreement for Eagle Ridge Preserve - East Property Mitigation Area

Attachment 5 - Site Plan - Croak Road Ditch Maintenance Project, Wetland Impact Exhibit

Attachment 6 - Location Map - Eagle Ridge Preserve - East Property

4.8 Payment Issuance Report and Electronic Funds Transfers

The City Council will receive a listing of payments issued from June 1, 2022 - June 30, 2022 totaling $6,682,962.04.

STAFF RECOMMENDATION:
Receive the report.
Staff Report
Attachment 1 - Payment Issuance Report for June 2022

4.9 Summary Vacation of Unused Right-of-Way on Campus Drive
The City Council will consider approving a summary vacation of unused right-of-way on Campus Drive for the Dublin Transit Center Parking Garage project.
STAFF RECOMMENDATION:
Adopt the **Resolution** Summarily Vacating Unused Right-of-Way on Campus Drive.
Staff Report
Attachment 1 - Resolution Summarily Vacating Unused Right-of-Way on Campus Drive
Attachment 2 - Exhibits A and B to the Resolution - Legal Description and Plat Map
Attachment 3 - Resolution No. 125-16 Exempting Certain Minor Dispositions and Acquisitions of Real Property or Interests in Real Property from Required
Attachment 4 - Campus Drive Right-of-Way Dedication
Attachment 5 - Parcel Map 7892

4.10 City Proclamations for the Month of August
The City Council will consider the following proclamations for the month of August in the City of Dublin: National Night Out and American Muslim Appreciation and Awareness Month.
STAFF RECOMMENDATION:
Approve the proclamations.
Staff Report
Attachment 1 - National Night Out Proclamation
Attachment 2 - American Muslim Appreciation and Awareness Month Proclamation

4.11 Third Amendment to Land Lease with U.S. Bank National Association
The City Council will consider a Third Amendment to Land Lease Between the City of Dublin and U.S. Bank National Association.
STAFF RECOMMENDATION:
Adopt the **Resolution** Approving the Third Amendment to Land Lease Between the City of Dublin and U.S. Bank National Association.
Staff Report
Attachment 1 - Resolution Approving the Third Amendment to Land Lease Between the City of Dublin and U.S. Bank National Association
Attachment 2 - Exhibit A to the Resolution - Third Amendment to Land Lease Between the City of Dublin and U.S. Bank National Association
Attachment 3 - Ground Lease and First and Second Amendments

4.12 Boulevard Development Public Art
The City Council will consider Dublin Crossing, LLC.'s proposal for public art at the Boulevard Development and the associated Public Art Installation and Maintenance Agreement.
STAFF RECOMMENDATION:
Approve the artworks and adopt the **Resolution** Approving a Public Art Installation and Maintenance Agreement with Dublin Crossing, LLC., for Public Art at the Boulevard Development.

Staff Report
Attachment 1 - Resolution Approving a Public Art Installation and Maintenance Agreement with Dublin Crossing, LLC., for Public Art at the Boulevard Development.
Attachment 2 - Exhibit A to the Resolution - Public Art Installation and a Maintenance Agreement with Dublin Crossing, LLC., for Public Art at the Boulevard Development.

4.13 Contract Change Order Authorization for Parking Lot Resurfacing Improvements at Fallon Sports Park

The City Council will consider increasing the contract change order authority of the City Manager for American Asphalt Repair & Resurfacing Co., Inc., the contractor of the Annual Street Resurfacing Project (CIP No. ST0117), to resurface and restripe the upper terrace parking lot at Fallon Sports Park, using available budget from Fallon Sports Park – Phase 3 (CIP No. PK0119).

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing the City Manager to Approve Contract Change Orders with American Asphalt Repair and Resurfacing Co., Inc. for the Fallon Sports Park Upper Terrace Parking Lot.

Staff Report
Attachment 1 - Resolution Authorizing the City Manager to Approve Contract Change Orders with American Asphalt Repair & Resurfacing Co., Inc. for the Fallon Sports Park Upper Terrace Parking Lot
Attachment 2 - Resolution No. 79-21 - Approving the Plans and Specifications and Delegating Authority to the City Manager to Award a Construction Contract for Annual Street Resurfacing Project (2021 Slurry Seal), CIP NO. ST0117
Attachment 3 - CIP No. ST0117
Attachment 4 - CIP No. PK0119

4.14 Amendment to Agreement with Wesco Graphics, Inc.

The City Council will consider approving an amendment to the agreement with Wesco Graphics, Inc. to increase the compensation for printing and distribution services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Amendment to the Agreement Between the City of Dublin and Wesco Graphics, Inc.

Staff Report
Attachment 1 - Resolution Approving an Amendment to the Agreement Between the City of Dublin and Wesco Graphics, Inc.
Attachment 2 - Exhibit A to the Resolution - First Amendment to Contractor Services Agreement Between the City of Dublin and Wesco Graphics
Attachment 3 - Contractor Services Agreement Between City of Dublin and Wesco Graphics

5. WRITTEN COMMUNICATION – None.

6. PUBLIC HEARING

6.1 Zoning Ordinance Amendments for Outdoor Seating and Master Fee Schedule Amendments (PLPA-2022-00020)

The City Council will consider City-initiated amendments to the Zoning Ordinance to continue to facilitate outdoor seating for eating and drinking establishments on a long-

term temporary basis to aid in the economic recovery from the COVID-19 pandemic. The City Council will also consider adopting changes to the Master Fee Schedule pertaining to the application fees for Temporary Use Permits for temporary outdoor seating and Site Development Review Waivers for permanent outdoor seating. Additionally, the City Council will consider an exemption from the requirements of the California Environmental Quality Act.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and: 1) waive the reading and INTRODUCE the Ordinance Approving Amendments to Dublin Municipal Code Section 8.12.050 (Permitted and Conditionally Permitted Land Uses), Section 8.76.080 (Parking Requirements by Use Type), and Section 8.108.020 (Uses Permitted with a Temporary Use Permit); and 2) adopt the **Resolution** Amending the Master Fee Schedule by Extending the Application Fee for Temporary Use Permit – Temporary Outdoor Seating and Site Development Review Waiver – Permanent Outdoor Seating Until September 30, 2023.

Staff Report

Attachment 1 - Approving Amendments to Dublin Municipal Code Section 8.12.050 (Permitted and Conditionally Permitted Land Uses), Section 8.76.080 (Parking Requirements by Use Type), and Section 8.108.020 (Uses Permitted with a Temporary Use Permit)

Attachment 2 - Resolution Amending the Master Fee Schedule by Extending the Application Fee for Temporary Use Permit - Temporary Outdoor Seating and Site Development Review Waiver - Permanent Outdoor Seating Until September 30, 2023

Attachment 3 - Planning Commission Resolution No. 22-10

Item 6.1 - PowerPoint Presentation

6.2 Dublin Districts—Public Hearing 4: Draft Final District Map Review and Community Feedback Opportunity

The City Council will hold a Public Hearing to give the community an opportunity to provide feedback regarding the boundaries and composition of the Draft Final Maps. The City Council will review and/or revise Draft Final Maps, select a Final Map, and determine election sequencing. At the February 15, 2022 meeting, the City Council adopted a Resolution Declaring its Intention to Transition From an At-Large Election System to a District-Based Election System. Under California Elections Code, the City must hold a series of Public Hearings to allow the community to provide input on the composition of districts and Communities of Interest as well as the potential district boundaries, draft maps, and sequence of elections. Maps considered at this meeting must have been published at least seven days before the Public Hearing. Representatives from National Demographics Corporation will provide a brief presentation prior to the Public Hearing to review the draft maps and legal criteria for district maps.

STAFF RECOMMENDATION:

Receive the presentation, conduct the Public Hearing to receive input, review and/or revise Draft Final Maps, and select a Final Map and determine election sequencing.

Staff Report

Attachment 1 - Draft Final Maps

Attachment 2 - Public Comment and Correspondence

Item 6.2 - PowerPoint Presentation

7. UNFINISHED BUSINESS – None.

8. NEW BUSINESS – None.

9. OTHER BUSINESS

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

10. ADJOURNMENT

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

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

Mission

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

Agenda Item 3.1

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

New City of Dublin Staff members, Sunmi Song with the Community Development Department, Maxwell Waechter and Debbie Bell with the Public Works Department, and Kevin Coffee with the Parks and Community Services Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff members.

FINANCIAL IMPACT:

None.

DESCRIPTION:

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

- Sunmi Song, Office Assistant II, with the Community Development Department;
- Maxwell Waechter, Summer Intern, with the Public Works Department;
- Debbie Bell, Public Works Manager, with the Public Works Department; and
- Kevin Coffee, Recreation Coordinator, with the Parks and Community Services Department.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 4.1

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the June 21, 2022 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 June 21, 2022 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 21, 2022 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the June 21, 2022 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) June 21, 2022 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: June 21, 2022

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

CLOSED SESSION 6:00 PM

I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on **Tuesday, June 21, 2022**, in the City Council Chamber. The meeting was called to order at 7:00 PM., by Mayor Hernandez.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

2) REPORT OUT OF CLOSED SESSION

Mayor Hernandez reported there was nothing to report out of Closed Session.

3) ORAL COMMUNICATIONS

3.1) Employee Introduction

New City of Dublin Staff member, Wendy Lam, Senior Accountant in the Administrative Services Department, and Chloe Partain, Summer Intern in the Community Development Department, were introduced.

3.2) Presentation from Dublin San Ramon Services District on Drought and Water Conservation

DRAFT

The City Council received a presentation from Dublin San Ramon Services District General Manager Dan McIntyre regarding the drought and water conservation.

3.3) Public Comment

Golden Shao provided public comment.

4) CONSENT CALENDAR

4.1) Approved the June 7, 2022 Regular City Council Meeting Minutes.

4.2) Approved Artwork Selection: Tri-Valley "Picture This" Temporary Public Art Project. Item was pulled from the Consent Calendar.

Golden Shao provided public comment.

4.3) Approved the following proclamation for the month of July in the City of Dublin: Pledge to America's Workers Month.

4.4) Received a report of payments issued from May 1, 2022 - May 31, 2022 totaling $12,957,471.28.

4.5) Adopted Resolution No. 75-22 titled, "Approving a Memorandum of Understanding Between the City of Dublin, City of Livermore, and City of Pleasanton for Execution of an Update to the 2011 Eastern Alameda County Human Services Needs Assessment."

Item was pulled from the Consent Calendar by Councilmember Kumagai for comments.

4.6) Adopted Resolution No. 76-22 titled, "Approving an Agreement with Advanced Integrated Pest Management for Pest Control Services."

4.7) Adopted Resolution No. 77-22 titled, "Approving the Plans and Specifications, Approving Relief of Ghilotti Construction Company, Inc.'s Bid, Waiving Minor Bid Irregularities, and Awarding a Contract to Ghilotti Bros., Inc. for the Dublin Boulevard Pavement Rehabilitation Project, CIP No. ST0117 and ST0120, Federal Aid No. STPL-5432 (021)."

4.8) Adopted Resolution 78-22 titled, "Calling for a General Municipal Election to be Held in the City of Dublin on November 8, 2022, Requesting the Alameda County Board of Supervisors Consolidate the City of Dublin General Municipal Election with the Statewide General Election, Authorize Certain Procedural Matters, and Adopting Regulations for Candidates for Elective Office Pertaining to Candidate's Statement and the Costs Thereof."

4.9) Adopted Resolution No. 79-22 titled, "Approving a Consulting Services

Agreement Between the City of Dublin and Hinderliter, De Llamas and Associates," and Resolution No. 80-22 titled, "Authorizing Examination of Sales and Use Tax Records."

4.10) Adopted Resolution No. 81-22 titled, "Approving a Consulting Services Agreement Between the City of Dublin and Chandler Asset Management."

4.11) Adopted Resolution No. 82-22 titled, "Approving a Second Amendment to the Agreement with Management Partners for Consulting Services."

Item was pulled from the Consent Calendar.

Golden Shao provided public comment.

4.12) Received a Report on the Five-Year Review of Fire and Emergency Response Services Contract with Alameda County Fire Department.

4.13) Adopted Resolution No. 83-22 titled, "Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City."

Item was pulled from the Consent Calendar by Mayor Hernandez to ask clarifying questions. By consensus, the City Council directed Staff to bring the fundraising and non-profit facility use fees be brought back to the City Council at a future meeting.

4.14) Adopted Resolution No. 84-22 titled, "Finding That There is a Proclaimed State of Emergency; Finding that Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Remote Teleconferenced Meetings of the Legislative Bodies of the City of Dublin Pursuant to AB 361."

4.15) Adopted Ordinance No. 08-22 titled, "Considering the CEQA Addendum, Amending the Zoning Map and Approving a Planned Development Zoning District with a Related Stage 1 and Stage 2 Development Plan for the Dublin Senior Living Project PLPA-2021-00042 (APN 986-0014-013-00)."

4.16) Adopted Resolution No. 85-22 titled, "Authorizing a Special Designation of General Fund Reserves for Fiscal Year 2021-22."

Motion by Vice Mayor Josey, seconded by Councilmember Kumagai, and by unanimous vote, the City Council adopted the Consent Calendar items, except items 4.2, 4.5, 4.11 and 4.13.

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

Motion by Councilmember Kumagai, seconded by Vice Mayor Josey, and by unanimous vote, the City Council adopted the remaining Consent Calendar items 4.2, 4.5, 4.11 and 4.13.

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

5) WRITTEN COMMUNICATION - None.

6) PUBLIC HEARING

6.1) Tri-Valley Transportation Development Fee Adoption

The City Council received a presentation regarding the Tri-Valley Transportation Development Fee pursuant to the requirements of the Joint Exercise of Powers Agreement of the Tri-Valley Transportation Council.

Mayor Hernandez opened the public hearing.

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

On motion by Vice Mayor Josey, seconded by Councilmember McCorriston, and by unanimous vote, the City Council adopted Resolution No. 86-22 titled, "Adopting the Tri-Valley Transportation Development Fee Pursuant to the Requirements of the Joint Exercise of Powers Agreement."

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

6.2) Street Lighting Maintenance District 1983-1; Landscape and Lighting District 1983-2; Landscape and Lighting District 1986-1; Landscape and Lighting District 1997-1; Street Lighting District 1999-1

The City Council received a presentation on the Engineer's Reports and the levy of special assessments in each of the five assessment districts for Fiscal Year 2022-23.

Mayor Hernandez opened the public hearing.

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

On motion by Councilmember Kumagai, seconded by Councilmember Hu, and by unanimous vote, the City Council adopted Resolution No. 87-22 titled, "Approving the Engineer's Report, Confirming Diagram and Assessment, and Ordering Levy of Assessment for City of Dublin Street Lighting Maintenance District No. 1983-1, Landscape and Lighting District 1983-2, Landscape and Lighting District 1986-1, Landscape and Lighting District 1997-1, and Street Lighting District 1999-1."

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Shawn Kumagai, Councilmember
SECOND:	Dr. Sherry Hu, Councilmember
AYES:	Hernandez, Josey, Kumagai, McCorriston, Hu

6.3) Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2022-23 Annual Assessment

The City Council received a presentation regarding the garbage rates effective July 1, 2022 and establishing the Fiscal Year 2022-23 refuse-related property tax assessment. The proposed rates include the costs associated with implementing California State Senate Bill (SB) 1383, which created regulations to increase the diversion of organic waste from landfills.

Mayor Hernandez opened the public hearing.

Gordon Galvan, AVI, provided public comment.

Mayor Hernandez closed the public hearing.

On motion by Vice Mayor Josey, seconded by Councilmember Kumagai, and by unanimous vote, the City Council adopted Resolution No. 88-22 titled, "Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2022-2023."

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

6.4) Dublin Districts—Public Hearing 3: Draft District Map Review and Community Feedback Opportunity

The City Council received a presentation from National Demographic Corporation regarding the boundaries and composition of the draft maps.

Mayor Hernandez opened the public hearing.

Matthew Aini provided public comment.

Mayor Hernandez closed the public hearing.

The City Council provided feedback regarding the draft maps, including: the desire to maintain two majority Asian Pacific Islander (API) districts, being mindful of the Hispanic population, identifying Camp Parks as an area to keep together while not having a district made up of predominantly of Camp Parks and the Transit-Oriented Developments, balance out the commercial areas, and support for the cardinal direction map and the purple map.

7) UNFINISHED BUSINESS

7.1) Informational Report on Efforts to Facilitate Accessory Dwelling Unit Production

The City Council received an informational report on City efforts to facilitate the production of Accessory Dwelling Units, including preparation of permit-ready prototype plans and an Accessory Dwelling Unit Manual.

8) NEW BUSINESS - None.

9) OTHER BUSINESS

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

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 10:00 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 4.2

STAFF REPORT
CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Appointments to the City Council 2022 Ad-Hoc Audit Review Committee
Prepared by: Lisa Hisatomi, Director of Administrative Services

EXECUTIVE SUMMARY:

The City's independent auditor, Badawi and Associates, has commenced the field work necessary to complete the Annual Comprehensive Financial Report for year ending June 30, 2022. The City Council will consider the establishment of an Ad-Hoc Committee, comprising two City Councilmembers, who will review the audit process and final report with the auditors.

STAFF RECOMMENDATION:

Confirm the Mayor's recommendation of Councilmembers Hu and McCorriston as the 2022 Ad-Hoc Audit Review Committee.

FINANCIAL IMPACT:

The cost of the audit was included in the Fiscal Year 2022-23 adopted budget.

DESCRIPTION:

The independent auditors from the firm of Badawi and Associates are required to follow protocols established by the Governmental Auditing Standards Board and issue their directives in documents referenced as the Statement on Accounting Standards, which are applicable to both private and governmental entities.

These standards require that the auditors communicate directly with those charged with governance. The Ad-Hoc Audit Review Committee, comprising two Councilmembers appointed by the Mayor, is established each year for this purpose. After the Committee has had an opportunity to review and discuss the report with the auditors, Staff will prepare an agenda item for action by the entire City Council at a future meeting.

Last year, the Committee comprised Mayor Hernandez and Councilmember McCorriston. Mayor Hernandez has recommended the appointment of Councilmembers Hu and McCorriston to serve

as the 2022 Ad-Hoc Audit Review Committee.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 4.3

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreement for Toxicology Testing Services
Prepared by: Laura Jammal, Administrative Aide

EXECUTIVE SUMMARY:

The City Council will consider an agreement for toxicology testing services with Redwood Toxicology Laboratory, Inc.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Agreement with Redwood Toxicology Laboratory, Inc. for the Provision of Toxicology Testing Services.

FINANCIAL IMPACT:

The contract has a not-to-exceed cost of $85,000, covered by the adopted annual operating budget for Dublin Police Services. The cost from July to December 2024 will be incorporated into the Fiscal Year 2023-24 budget process.

DESCRIPTION:

Redwood Toxicology Laboratory, Inc. provides a variety of toxicology testing related services including blood and urine analysis, and transportation of specimens to and from Dublin Police Services. Dublin Police Services has been utilizing Redwood Toxicology, Inc. since December 2018. Redwood Toxicology, Inc. is headquartered in Santa Rosa and serves numerous cities in California.

Redwood Toxicology Laboratory, Inc. has submitted a proposal to continue to provide toxicology testing services to Dublin Police Services through December 2024, for an amount not to exceed $85,000. The proposal includes the direct provision of toxicology testing services, along with transportation of specimens to and from Dublin Police Services.

The Dublin Municipal Code requires competitive bidding as well as City Council approval of purchases over $45,000; however, Section 2.36.100(B)(9) allows for an exception to the competitive bid process when another public agency has administered a competitive bidding process and has a current valid agreement for the same or substantially similar service. Alameda County administered a Request for Proposals (RFP) for toxicology testing services and awarded the contract to Redwood Toxicology Laboratory, Inc, active through December 31, 2024. Alameda County's report on their procurement process is included as Attachment 3.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Agreement with Redwood Toxicology Laboratory, Inc. for Toxicology Testing Services
2) Exhibit A to the Resolution - Agreement with Redwood Toxicology Laboratory, Inc.
3) Alameda County Forensic Toxicology Testing Services - RFP Report

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A CONTRACT EXTENSION WITH REDWOOD TOXICOLOGY LABORATORY, INC. FOR THE PROVISION OF TOXICOLOGY TESTING SERVICES

WHEREAS, the City of Dublin uses toxicology testing services to ensure the proper processing and transportation of specimens; and

WHEREAS, Section 2.36.100(B)(9) of the Dublin Municipal Code allows for an exception to the competitive bid process when another public agency has administered a competitive bidding process and has a current valid agreement for the same or substantially similar consultant or professional services, general services, supplies or equipment; and

WHEREAS, Alameda County administered a Request for Proposals for toxicology testing services and awarded the contract to Redwood Toxicology Laboratory, Inc, active through December 31, 2024; and

WHEREAS, the City of Dublin wishes to contract with the firm Redwood Toxicology Laboratory, Inc. to provide toxicology testing services through December 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager the ability to execute the Contract with Redwood Toxicology Laboratory, Inc., attached hereto as **Exhibit A**.

PASSED, APPROVED AND ADOPTED this 19th day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND REDWOOD TOXICOLOGY LABORATORY, INC.

THIS AGREEMENT for toxicology services is made by and between the City of Dublin ("City") and Redwood Toxicology Laboratory, Inc. ("Contractor") (together sometimes referred to as the "Parties") as of July 19, 2022 (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 December 31, 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, upon receiving notice from City of such desire of City, reassign such person or persons upon review and agreement of such request.

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 $85,000, for services to be performed and reimbursable costs incurred under this Agreement. 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;
- The Contractor's signature;

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 **[Intentionally Deleted]**.

2.6 **[Intentionally Deleted]**.

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

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

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

2.10 **Liquidated Damages.** Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

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 $5,000,000 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 0002 (most recent edition) covering comprehensive General Liability . Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No non-standard 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. [Intentionally Deleted].

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 as additional insureds as required herein. Any insurance or self-insurance maintained by an additional insured as required herein including 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 required herein 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.

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 **[Intentionally Deleted].**

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 by Abbott.

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, and after providing Contractor five (5) business days advance notice specifying the non-compliance with Section 4 and Contractor does not comply within such period, 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.** As mandated by law, 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:
Redwood Toxicology Laboratory, Inc.
3650 Westwind Blvd
Santa Rosa, CA 95403
Attn: Mary Tardel, Director
Government Services

With a copy to:
Abbott Rapid and Molecular Diagnostics Legal Operations
100 Abbott Park Road
Abbott Park, IL 60064
Attn: DVP and Associate General Counsel, RMDx Legal

Any written notice to City shall be sent to:

City of Dublin
Attn: Dublin Police Services
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 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

REDWOOD TOXICOLOGY LABORATORY, INC.

DocuSigned by:
Mary Tardel
B43702611A5146C...

Mary Tardel, Director, Government Services

3070365.1

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide forensic toxicology testing services, including identifying and quantitative analysis of drugs and alcohol from blood, urine, and evidence specimens, through December 31, 2024.

Please see Forensic Toxicology Price Schedule in Exhibit B for specific testing services.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

1. City will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice. Invoices for the Crime Laboratory will be submitted to the Criminalistics Laboratory for review and approval. Invoices will be submitted monthly for the previous month's testing services.

2. Contractor shall submit an invoice for services to City for payment on a monthly basis for the previous month's testing services. Invoices may be submitted on a more frequent basis, but with the approval of the Criminalistics Laboratory and the Coroner's Bureau. The City shall not be obligated to pay Contractor for services covered by any invoice if the Contractor presents the invoice to the City more than 180 days after the date the Contractor renders the services, or more than 90 days after this Agreement terminates, whichever is earlier.

3. Total payment under the terms of this Agreement will not exceed the total amount of Eighty Five Thousand dollars ($85,000). This cost includes all taxes and all other charges.

4. Service Fee Schedule – Please see attached fee schedule.

ASCERTAIN
FORENSICS

Ascertain Forensics at Redwood Toxicology Laboratory
3650 Westwind Boulevard
Santa Rosa, CA 95403
T: +1 800 255 2159
F: +1 707 577 8102

Exhibit B
Forensic Toxicology Price Schedule
City of Dublin

DRUG PANELS - CRIME LAB					
SHORT DESCRIPTION	TEST CODE	DESCRIPTION	PRICE PER SPECIMEN Year 1 (1/1/2022 - 12/31/2022)	PRICE PER SPECIMEN Year 2 (1/1/2023 - 12/31/2023)	PRICE PER SPECIMEN Year 3 (1/1/2024 - 12/31/2024)
Alc DUI/DUID (CA Title 17)	FP851B FP851U	**Alcohol DUI/DUID Testing - Blood/Urine (Quantitative)** Forensic analysis (California Title 17 Alcohol)	$45.00	$45.90	$47.28
Abused Drug Panel (Screen Only)	FP007B FP007U	**Abused Drug Panel – Blood/Urine (Qualitative)** Amphetamines/Methamphetamine, Methylenedioxymethamphetamine (MDMA), Cocaine & Metabolite, Opiates, Codeine, 6-Monoacetylmorphine (6MAM), Hydrocodone, Hydromorphone, Fentanyl, Phencyclidine "PCP"	$39.00	$39.78	$40.97
General Drug Panel (Screen Only)	FP009B FP009U	**General Drug Screen – Blood/Urine (Qualitative)** Barbiturates, Benzodiazepines, Buprenorphine, Carisoprodol, Methadone, Oxycodone, THC, Tramadol, Zolpidem	$86.00	$87.72	$90.35
Routine Single Drug Screen	F1XXXB F1XXXU	**Single Drug Screen (Qualitative) – Routine – Blood/Urine** One price per individual drug screen (Routine drugs only)	$31.00	$31.62	$32.57
Routine GC/MS Confirmation	F3XXXB F3XXXU	**Routine GC-MS or LC-MS/MS Confirmation – Blood/Urine** Determination and concentration confirmation and quantitation of a drug and or metabolite by GC-MS or LC-MS/MS of routine drugs	$53.00	$54.06	$55.68
Routine Standard Drug Screen + Confirmation	F2XXXB F2XXXU	**Abused Specific Drug Screen / Confirmation / Level – Blood/Urine** Immunoassay, Liquid Chromatography Mass Spectrometer (LCMS), Gas Chromatography Mass Spectrometry (GCMS) screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite (Quantitative)	$81.00	$82.62	$85.10

ADDITIONAL TESTING OPTION:					
SHORT DESCRIPTION	PANEL CODE	DESCRIPTION	PRICE PER SPECIMEN Year 1 (1/1/2022 - 12/31/2022)	PRICE PER SPECIMEN Year 2 (1/1/2023 - 12/31/2023)	PRICE PER SPECIMEN Year 3 (1/1/2024 - 12/31/2024)
DFC Expanded Panel (Confirmed)	FP022B FP022U	**DFC (Drug Facilitated Crime) Expanded Panel -- Blood/Urine (Quantitative)** Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Carisoprodol/meprobamate, Cocaine, Fentanyl/norfentanyl, Marijuana (THC), Methadone, Opiates, Oxycodone/oxymorphone, PCP, Volatiles, Tramadol, Zolpidem, opioids, narcotic analgesic, stimulants, antidepressants, antipsychotics, antihistamines, anxiolytics, anticonvulsants (Gabapentin), antihypertensive, muscle relaxants, antitussives, sedative/hypnotics, dissociative anesthetic, hallucinogen, TCA's and cardiac drugs *GHB will need to be requested separately	$334.00	$344.00	$354.00

*To ensure that DFC cases are adequately pursued, we have adapted our typical screening and confirmation by doubling volumes of substrates in order to better seek minute or trace amounts of involved intoxicants. The enhancements with the choice of this select panel (FP022U/FP022B) are:

- Doubling of specimen volumes to increase sensitivity to drugs at lower levels of detection.
- Automatic confirmations for benzodiazepines.
- Assay for Gamma Hydroxybutyrate (GHB) in urine.
- Double confirmation of trace detected substances.
- One on one case consultation (for investigators and prosecutors) with senior toxicologists.

ADDITIONAL SERVICES					
SHORT DESCRIPTION	TEST CODE	DESCRIPTION	PRICE PER SPECIMEN	PRICE PER SPECIMEN	PRICE PER SPECIMEN
Tissue Prep	F9013F	**Tissue Prep Fee**	$39.00	$39.78	$40.97
Courier	F9024F	**FedEx Pickup** (Case to Lab Shipping Fee per case)	No Charge	No Charge	No Charge

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305

Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

November 4, 2021

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AWARD CONTRACTS TO A POOL OF VENDORS FOR FORENSIC TOXICOLOGY TESTING SERVICES; MASTER CONTRACT NO. 902010; AMOUNT: $1,530,000

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to execute Master Contract No. 902010 to provide forensic toxicology testing services to the Alameda County Sheriff's Office Coroner's Bureau and Criminalistics' Laboratory, for the term of 1/1/2022 – 12/31/2024, in the pooled amount of $1,530,000, with the following contractors:

A. National Medical Services, Inc. dba NMS Labs (Principal: Dan Monahan; Location: Horsham, Pennsylvania);Procurement Contract No. 22957; and

B. Redwood Toxicology Laboratory, Inc. (Principal: Mary Tardel; Location: Santa Rosa); Procurement Contract No. 22958.

DISCUSSION/SUMMARY:

The Alameda County Sheriff's Office (ACSO) Coroner's Bureau requires forensic toxicology testing services in order to determine the cause, manner, and circumstances in some deaths. Toxicology testing services are performed to detect potential toxicants such as chemicals, drugs, and poisons in decedents through the testing and screening of appropriate bodily fluids (e.g., blood, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, and muscle) for the presence of illicit chemicals, drugs, or poisons.

The ACSO Criminalistics' Laboratory requires forensic toxicology testing services for law enforcement purposes, including identifying and quantitative analysis of drugs and alcohol from blood, urine, and evidence specimens.

SELECTION CRITERIA/PROCESS:

The ACSO Coroner's Bureau and Criminalistics' Laboratory have determined that Alameda County does not currently have the resources to provide forensic toxicology testing services.

The ACSO Coroner's Bureau and Criminalistics' Laboratory worked with General Services Agency–Procurement to develop a Request for Proposal (RFP), which was issued on June 17, 2021, posted on the website for 53 days, emailed to the Chambers of Commerce email group, and sent to the E-Gov Professional Services – Current Contract Opportunities mailing service. The RFP was also advertised in the Inter-City Express on June 21, 2021 and the Independent on June 24, 2021. A vendor outreach was conducted on June 23, 2021, followed by one networking/bidders conference on June 28, 2021, and was attended by five vendors.

On August 9, 2021, two bidders submitted responses to the RFP. All responses were evaluated and interviewed by the County Selection Committee. A maximum total of 550 evaluation points was available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Business (SLEB) vendors, for a total of 10%. The two responding bidders are being recommended for award.

Redwood Toxicology Laboratory, Inc. is not a certified SLEB and is subcontracting 20% of the contract with Accu-Logistics LLC (Principal: Blake White; Location: San Leandro; Certified Small: 10-00037; Expiration: 09/30/2022) to provide logistical support, sourcing, and fulfillment services. National Medical Services, Inc. dba NMS Labs is not a certified SLEB. However, due to the specialized nature of the services and the limited availability of providers, a SLEB waiver for National Medical Services, Inc. dba NMS Labs (SLEB Waiver No. 7782, valid through 12/31/2024) was granted by the Office of Acquisition Policy.

The following is the evaluation summary:

EVALUATION SUMMARY

Vendor	*Location*	*Local*	*SLEB*	*Coroner's Bureau Evaluation Points*	*Criminalistics Laboratory Evaluation Points*
Redwood Toxicology Laboratory, Inc.	*Santa Rosa, CA*	*N*	*N*	*439*	*443*
National Medical Services, Inc. dba NMS Labs	*Horsham, PA*	*N*	*N*	*430*	*Vendor did not bid for this work*

FINANCING:

Appropriations for this contract are included in the ACSO Fiscal Year 2021-22 budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase in net County cost.

VISION 2026 GOAL:

The forensic toxicology services meet the 10X goal pathway of a **Crime Free County** in supportof our shared vision of **Safe and Livable Communities**.

Respectfully submitted,

DocuSigned by:
F05B6DA11FD248A...
Gregory J. Ahern
Sheriff-Coroner

DocuSigned by:
Kimberly Gasaway
BB3D9AF6ACCD422...
Kimberly Gasaway
Interim Director, General Services Agency

Attachment

WAH\YK\rp\I:\Board Letters\Purchasing\FY 2021-22\902010 Forensic Toxicology Services BL

cc: County Administrator
Auditor-Controller
County Counsel

CONTRACT SUMMARY
FORENSIC TOXICOLOGY TESTING SERVICES
MC No. 902010
January 1, 2022 – December 31, 2024

Vendor	Location	Dollar Value of Contract Award	Local Participation	Small and Local Participation	Emerging and Local Participation
			Percentage	Percentage	Percentage
National Medical Services, Inc. dba NMS Labs Principal: Dan Monahan SLEB Waiver No: 7782 Expiration: 12/31/2024	200 Welsh Road Horsham, PA	Pool Amount of $1,530,000	0%	0%	0%
Redwood Toxicology Laboratory, Inc Principal: Mary Tardel	3650 Westwind Blvd Santa Rosa, CA		20%	20%	0%

SLEB Subcontracting Information for Redwood Toxicology Laboratory, Inc		
Subcontractor	Location	SLEB Participation
Accu-Logistics LLC Principal: Blake White Certified Small: 10-00037 Expiration: 9/30/2022	2031 Burroughs Ave San Leandro, CA 94577	20%

Agenda Item 4.4

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Project Funding Agreements with Alameda County Transportation Commission for Various Crosswalk and Traffic Signal Modification Improvements

Prepared by: Oliver Castillo, Assistant Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving project funding agreements with Alameda County Transportation Commission to fund crosswalk improvements and traffic signal modifications as part of Dublin's Citywide Bicycle and Pedestrian Improvements project (CIP No. ST0517).

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Project Funding Agreements with Alameda County Transportation Commission for Crosswalk Improvement Projects.

FINANCIAL IMPACT:

The City will receive grants of $135,000 from Measure B funds and $726,000 from Vehicle Registration Fee funds allocated by Alameda County Transportation Commission for the Citywide Bicycle and Pedestrian Improvements project (CIP No. ST0517). The grants require local matching funds of $260,000, which are already included in the project budget. There is no impact to the General Fund.

DESCRIPTION:

The 2022-2027 Capital Improvement Program includes the Citywide Bicycle and Pedestrian Improvements project (CIP No. ST0517, Attachment 5), which provides for planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City. The project includes updates to the Bicycle and Pedestrian Master Plan and Americans with Disabilities Act (ADA) Transition Plan, maintenance and repair of sidewalks, and other focused bicycle and pedestrian projects, which may include crosswalk, sidewalk, and related

improvements at various locations throughout the City.

Alameda County Transportation Commission (Alameda CTC) is responsible for planning, funding, and delivering transportation projects and programs within Alameda County. This includes the programming of federal, state, regional, and local transportation funding, which is distributed to local jurisdictions and transit agencies directly and through competitive discretionary grant programs. In response to recent Alameda CTC grant funding programs, Staff submitted grant applications and has been awarded funding for bicycle and pedestrian improvements associated with the Safe Routes to School program, and traffic signal modifications and pedestrian improvements related to the Downtown Dublin Streetscape Plan. These improvement projects, which will be completed under the umbrella of the City's Citywide Bicycle and Pedestrian Improvements project, are described below.

Safe Routes to School - Crosswalk Improvements Project

In early 2021, Alameda CTC announced the availability of $1.7 million in Measure B and Congestion Management Agency Transportation Improvement Program funds for their Safe Routes to School Mini-Grant Program, to support capital improvements that enhance conditions for pedestrians, bicyclists, and transit riders traveling to and from school. The Safe Routes to School Mini-Grant Program funds are discretionary and distributed using a formula based on student population. Using the formula, Staff applied for grant funding and Alameda CTC allocated $94,000 in Measure B funds via Agreement No. A22-0010 (Attachment 2) for final design costs for the Safe Routes to School – Crosswalk Improvements Project. The City is required to provide matching funds in the amount of $21,000 for final design and $100,000 for construction, totaling $121,000.

Also in early 2021, Alameda CTC issued a notice of funding opportunity as part of their 2022 Comprehensive Investment Plan. Discretionary grant funds of up to $26 million of combined Measure B, Vehicle Registration Fee (VRF), and Transportation Fund for Clean Air (TFCA) were made available for bicycle, pedestrian, and transit related projects. Staff applied for grant funding and Alameda CTC allocated VRF funds via Agreement No. A22-0026 (Attachment 3) in the amount of $110,000 for final design costs and $390,000 for construction costs for the Safe Routes to School – Crosswalk Improvements Project. The City is required to provide matching funds in the amount of $40,000 for final design and $10,000 for construction, totaling $50,000.

The Safe Routes to School project includes various improvements near 12 schools in the City and will create safer crossings, improve accessibility, and encourage more students and residents to use active transportation modes. The proposed improvements were developed through walk audits funded by Alameda CTC and coordinated by the Safe Routes to Schools program. Walk audits included in-field observations as well as feedback from numerous stakeholders, including representatives from Dublin Unified School District, Dublin Police Services, City Staff, school administrators, parents, students, and traffic engineering/transportation planning professionals. Major recommendations from the walk audits, refined by guidelines provided in the City's Bicycle and Pedestrian Master Plan and by site specific engineering review, form the foundation of the proposed improvements.

The funding from Alameda CTC will offset the costs of designing and installing Rectangular Rapid

Flashing Beacons (RRFB) and other crosswalk improvements including ADA curb ramp upgrades, signing, and striping improvements at Amador Valley Boulevard at Burton Street, Central Parkway at Aspen Street, and Grafton Street at Antone Way, and traffic signal modification at the intersection of Central Parkway at Hibernia Drive.

Downtown Dublin Streetscape Plan Implementation – Regional Street Mid-Block Crosswalk
The Downtown Dublin Streetscape Plan includes several pedestrian and bicycle improvements in the Downtown area. The City Council, Staff, and members of the community have been actively engaged in the City's efforts to create a cohesive, unique, and walkable Downtown. Installation of a mid-block crosswalk on Regional Street has been identified as a high-priority improvement in the Downtown Dublin Streetscape Plan.

Staff applied to Alameda CTC under the same $26 million 2022 Comprehensive Investment Plan grant mentioned above. The City was allocated discretionary funds via Agreement No. A22-0027 (Attachment 4) in the amount of $41,000 in Measure B funds for final design and $226,000 in VRF funds for the construction of the Downtown Streetscape Plan Implementation project. The City is required to provide matching funds in the amount of $14,000 for final design and $75,000 for construction, totaling $89,000. The project will install an RRFB, a mid-block crosswalk, bulbouts, and signing and striping improvements on Regional Street between Dublin Boulevard and Amador Valley Boulevard.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A copy of this report has been provided to the Alameda County Transportation Commission Citizen Watchdog Committee. The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving Project Funding Agreements with Alameda County Transportation Commission for Crosswalk Improvement Projects
2) Exhibit A to the Resolution – Project Funding Agreement No. A22-0010
3) Exhibit B to the Resolution – Project Funding Agreement No. A22-0026
4) Exhibit C to the Resolution – Project Funding Agreement No. A22-0027
5) CIP No. ST0517

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING PROJECT FUNDING AGREEMENTS WITH ALAMEDA COUNTY TRANSPORTATION COMMISSION FOR CROSSWALK IMPROVEMENT PROJECTS

WHEREAS, the 2022-2027 Capital Improvement Program includes the Citywide Bicycle and Pedestrian Improvements project (CIP No. ST0517), which includes planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City, such as crosswalk improvements at the intersections of Amador Valley Boulevard at Burton Street, Central Parkway at Aspen Street, Grafton Street at Antone Way, traffic signal modification at Central Parkway and Hibernia Drive, and a mid-block crosswalk on Regional Street between Dublin Boulevard and Amador Valley Boulevard (collectively known as the Crosswalk Improvements Project) of; and

WHEREAS, Alameda County Transportation Commission (Alameda CTC) allocated $94,000 in Measure B grant funding to the City of Dublin for the design of the Crosswalk Improvements Project, further described in Project Funding Agreement No. A22-0010, attached hereto as **Exhibit A**, and

WHEREAS, Alameda CTC allocated $500,000 in Vehicle Registration Fee grant funding to the City of Dublin for the design and construction of the Crosswalk Improvements Project, further described in Project Funding Agreement No. A22-0026, attached hereto as **Exhibit B**; and

WHEREAS, Alameda CTC allocated $267,000 in Measure B and Vehicle Registration Fee grant funding to the City of Dublin for the design and construction of the Crosswalk Improvements Project, further described in Project Funding Agreement No. A22-0027, attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Project Funding Agreements with Alameda CTC, attached hereto as **Exhibit A**, **Exhibit B**, and **Exhibit C** to this Resolution.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the project funding 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 19th day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Alameda CTC Agreement No. A22-0010
Project No. 1554000

PROJECT FUNDING AGREEMENT
between
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF DUBLIN
for the
CITY OF DUBLIN SAFE ROUTES TO SCHOOL – CROSSWALK IMPROVEMENTS PROJECT

This Project Funding Agreement ("AGREEMENT"), dated for reference purposes only as of July 22, 2021, is by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency ("ALAMEDA CTC"), and the CITY OF DUBLIN, a public agency ("PROJECT SPONSOR").

This AGREEMENT obligates funds from one or more ALAMEDA CTC administered funding programs as indicated below, and as further specified in Appendix A: Project Control Information and Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT, for the PROJECT, as such term is defined in Recital K below.

☒ 2000 Measure B
☐ 2014 Measure BB
☐ Vehicle Registration Fee
☐ Transportation Fund for Clean Air
☐ CMA TIP

RECITALS

A. The voters of Alameda County, pursuant to the provisions of the Bay Area County Traffic and Transportation Funding Act, Public Utilities Code Section 131000, et seq., approved Measure B at the General Election held in November 1986, authorizing the collection of a one-half cent transaction and use tax over a fifteen (15)-year period to address major transportation needs and congestion in Alameda County and giving Alameda County Transportation Authority ("ACTA") the responsibility for the administration of the proceeds of the tax. The proceeds from the 1986 Measure B tax have been and continue to be used to pay for investments as outlined in the 1986 Alameda County Transportation Expenditure Plan ("1986 TEP"), as it may be amended. Although collection of the 1986 Measure B tax ceased in 2002, capital projects funded wholly or in part by 1986 Measure B funds are still being delivered using these funds.

B. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, Public Utilities Code Section 180000, et seq., approved the reauthorization of Measure B at the General Election held on November 7, 2000, authorizing the collection of a one-half cent transaction and use tax to be collected for twenty (20) years beginning April 1, 2002 and giving Alameda County Transportation Improvement Authority ("ACTIA") responsibility for the administration of the proceeds of the tax.. The proceeds from the 2000 Measure B tax have been and continue to be used to pay for investments as outlined in the 2000 Alameda County Transportation Expenditure Plan ("2000 TEP"), as it may be amended.

C. The voters of Alameda County, pursuant to Section 65089.20 of the Government Code, approved Measure F, the Vehicle Registration Fee ("VRF"), authorizing Alameda County Congestion Management Agency ("ACCMA") to administer the proceeds from a $10 per year vehicle registration fee on each annual motor-vehicle registration in Alameda County, starting with registrations effective July 2011 with collection beginning in May 2011, six months following approval of Measure F. Vehicles subject to the VRF include all motorized vehicles, including passenger cars, light-duty trucks, medium-duty trucks, heavy-duty trucks, buses of all sizes, motorcycles, and motorized camper homes, unless vehicles are expressly exempted from the payment of the VRF.

D. By resolutions adopted by the ACTA and ACTIA Boards on June 24, 2010, all of ACTA's functions and responsibilities were assigned to, and accepted by, ACTIA. On that same date, the ACTIA and ACCMA Boards took the final actions to create ALAMEDA CTC, a joint powers authority with all responsibilities of ACTIA and ACCMA. Pursuant to resolutions adopted by the ACTIA and ACCMA Boards and the Commission of ALAMEDA CTC, ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors' functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC.

E. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., approved Measure BB at the General Election held on November 4, 2014, authorizing the extension of an existing one-half of one percent transaction and use tax scheduled to terminate on March 31, 2022, and the augmentation of the tax by one-half of one percent, and giving ALAMEDA CTC responsibility for the administration of the proceeds of the 2014 Measure BB tax. The duration of the 2014 Measure BB tax will be 30 years from the initial year of collection, which began April 1, 2015, with said tax to terminate/expire on March 31, 2045. The proceeds from the 2014 Measure BB will be used to pay for investments as outlined in the 2014 Alameda County Transportation Expenditure Plan ("2014 TEP"), as it may be amended.

F. As the Transportation Fund for Clean Air ("TFCA") Program Manager in Alameda County, ALAMEDA CTC annually programs 40 percent of the TFCA funds collected in Alameda County. ALAMEDA CTC receives these funds from the Bay Area Air Quality Management District ("BAAQMD"), and then distributes these funds on a reimbursement basis to eligible project sponsors.

G. ALAMEDA CTC is continuing the implementation of the CMA Exchange Program, originally established by the ACCMA, for the purpose of providing local or otherwise unrestricted funds to ALAMEDA CTC for use in projects and programs adopted into the CMA Transportation Improvement Program ("CMA TIP") by ALAMEDA CTC.

H. The funding programs administered by ALAMEDA CTC and available for projects and programs that benefit the Alameda County transportation system, consisting of 1986 Measure B, 2000 Measure B, 2014 Measure BB, VRF, TFCA, and CMA TIP, are collectively defined as and shall be referenced herein as the "ALAMEDA CTC ADMINISTERED FUNDS". Requirements related to 2000 Measure B, VRF and 2014 Measure BB Direct Local Distribution ("DLD") funding distributed pursuant to 2000 Measure B, VRF and 2014 Measure BB Transportation Expenditure Plans are covered by separate agreements between ALAMEDA CTC and DLD recipients.

I. Measure B, Measure BB, VRF, and TFCA funds obligated by this AGREEMENT shall be programmed, allocated, and expended for the purpose defined and in accordance with the provisions set forth in the applicable transportation expenditure plans, or the BAAQMD-approved TFCA County Program Manager Policies.

J. ALAMEDA CTC programs and allocates ALAMEDA CTC ADMINISTERED FUNDS through the ALAMEDA CTC Comprehensive Investment Plan ("CIP") that is updated periodically to summarize the programming and allocations of ALAMEDA CTC ADMINISTERED FUNDS, and the policies, procedures and requirements related to the expenditure of ALAMEDA CTC ADMINISTERED FUNDS.

K. The PROJECT SPONSOR is implementing a project or program ("PROJECT") that is eligible for ALAMEDA CTC ADMINISTERED FUNDS. The PROJECT and the strategy to implement the PROJECT are described in greater detail in Appendix A: Project Control Information.

L. This AGREEMENT obligates funds from one or more of ALAMEDA CTC administered funding programs as specified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement, for the PROJECT and the phase(s) described in Appendix A: Project Control Information. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are available to reimburse eligible costs incurred by PROJECT SPONSOR for the PROJECT and the phase(s) described in Appendix A: Project Control Information.

M. The issuance of bonds or another financing mechanism are possible funding options as part of ALAMEDA CTC administered funding programs to meet cash flow requirements of each individual program based on current schedule and project delivery information.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION I

PROJECT SPONSOR AGREES:

1. PROJECT SPONSOR shall implement the PROJECT in accordance with all requirements in this AGREEMENT and the following appendices attached hereto and incorporated herein by reference.

   a. Appendix A: Project Control Information
   b. Appendix B: Alameda CTC Administered Funds Obligated by this Agreement
   c. Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements
   d. Appendix D: Local Business Contract Equity Program
   e. Appendix E: Deliverables and Due Dates
   f. Appendix F: Project Performance Measures
   g. Appendix G: Transportation Fund for Clean Air Policies and Requirements

2. PROJECT SPONSOR shall perform the necessary work associated with the PROJECT required to implement PROJECT as described in Appendix A: Project Control Information.

3. PROJECT SPONSOR shall inform ALAMEDA CTC in writing of any changes to the information contained in Appendix A: Project Control Information as soon as PROJECT SPONSOR becomes aware of such changes. Per Section III.2, any change that requires an amendment to this AGREEMENT must be approved by ALAMEDA CTC prior to PROJECT SPONSOR implementing the change.

4. PROJECT SPONSOR shall commit to the timing of ALAMEDA CTC ADMINISTERED FUNDS as described in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. PROJECT SPONSOR shall expend ALAMEDA CTC ADMINISTERED FUNDS received under this AGREEMENT in accordance with all applicable provisions of law and shall return to ALAMEDA CTC all funds that are not expended in accordance with all applicable provisions of law.

6. PROJECT SPONSOR shall be responsible for costs in excess of the total funding obligations shown in Appendix A: Project Control Information. Costs in excess of the total funding obligations will not be reimbursed with ALAMEDA CTC ADMINISTERED FUNDS unless this AGREEMENT is amended in writing or the parties execute a separate agreement for a subsequent phase of the PROJECT.

7. PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, funds realized from the sale of any vehicle(s) purchased with ALAMEDA CTC ADMINISTERED FUNDS, if the sale of the vehicle(s) is completed prior to the last day of the last year listed as the PROJECT'S "Years of Effectiveness" as identified in either Appendix A: Project Control Information or Appendix G: Transportation Fund for Clean Air Policies and Requirements, as applicable. The amount of sale proceeds required to be returned to ALAMEDA CTC shall be proportional to the percentage of ALAMEDA CTC ADMINISTERED FUNDS originally used to purchase the vehicle(s).

8. PROJECT SPONSOR staff costs for any local agency which receives DLD funding shall not be eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS allocated to the PROJECT unless staff costs are specifically identified as eligible in Appendix A: Project Control Information. Staff costs included in Appendix A are limited to project implementation costs. Staff costs related to the administration of this AGREEMENT including preparation of requests for reimbursement or progress reports are ineligible for reimbursement. PROJECT SPONSOR staff costs funded by other sources can be included in the total cost for the purpose of meeting the cost and risk sharing provisions of this AGREEMENT.

9. PROJECT SPONSOR staff costs eligible for reimbursement may include the individual's actual hourly wage plus a fringe benefit rate, as approved by a cognizant agency or an independent auditor, of up to a maximum of 70% of the hourly wage. Staff costs also may include direct costs including contracted services, such as legal counsel, that are considered an extension of the PROJECT SPONSOR'S staff.

10. PROJECT SPONSOR overhead, or "indirect," costs are not eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and shall not be included in the total

eligible PROJECT cost calculations used to determine the ALAMEDA CTC ADMINISTERED FUNDS share of such total eligible PROJECT costs.

11. The cost of maintenance, security, or protection performed by PROJECT SPONSOR or third-party contractors during any temporary suspension of activities associated with the PROJECT will not be considered an eligible cost for reimbursement by ALAMEDA CTC.

12. PROJECT SPONSOR shall advertise, award and administer all professional services contracts for PROJECT work not performed by PROJECT SPONSOR.

13. PROJECT SPONSOR shall invite ALAMEDA CTC staff to participate as a voting member of PROJECT SPONSOR's selection panel for the selection of all professional consultants, and furnish drafts of all professional services contracts, upon ALAMEDA CTC's request.

14. All locally funded contracts approved by PROJECT SPONSOR, funded wholly or in part with Measure B, Measure BB, and/or Vehicle Registration Fee funds administered by ALAMEDA CTC, except for contracts that also include state and/or federal funds or contracts funding non-capital projects (e.g., transit operations), are required to comply with ALAMEDA CTC's Local Business Contract Equity (LBCE) Program as listed and described in Appendix D: Local Business Contract Equity Program Requirements. PROJECT SPONSOR shall comply with the reporting requirements set forth in the LBCE Program and provide the required information to ALAMEDA CTC in accordance with Appendix D for all contracts partially or wholly funded by ALAMEDA CTC, whether or not the specific contract is subject to the LBCE Program.

15. PROJECT SPONSOR shall require insurance coverage that names ALAMEDA CTC, its governing body, officers, employees and consultants as additional insureds of the PROJECT SPONSOR, professional services consultants and subconsultants, construction services contractors and subcontractors, volunteer service individuals, and any other contractors or subcontractors involved with the PROJECT on all insurance required by PROJECT SPONSOR for PROJECT. PROJECT SPONSOR shall keep and maintain insurance certificates and policy endorsements evidencing the policies on file, and furnish the same to ALAMEDA CTC upon request. ALAMEDA CTC will not be responsible for any premiums or assessments on any policy. If this AGREEMENT includes any TFCA funds, PROJECT SPONSOR shall also comply with the insurance requirements specified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

16. PROJECT SPONSOR shall provide ALAMEDA CTC with periodic (i.e., monthly, quarterly or semi-annually) progress reports describing the current status of the PROJECT. The required progress reporting frequency schedule and forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. Progress reports are due by the last day of each calendar month following the established reporting period in which the work was performed. These reports shall include PROJECT status information such as the scope of work completed to date, total costs incurred, future actions, project performance, issues identification, changes to scope or schedule, and any additional relevant information requested by ALAMEDA CTC.

17. PROJECT SPONSOR shall submit to ALAMEDA CTC a Request for Reimbursement in accordance with the minimum required invoicing frequency established for the PROJECT, but not more than one such request per month, for reimbursement of eligible PROJECT costs and expenses incurred by PROJECT SPONSOR. The required minimum invoicing frequency and invoice forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. If PROJECT SPONSOR does not incur any reimbursable expenses during the minimum invoicing period, in lieu of submitting an invoice, PROJECT SPONSOR shall submit a letter or a statement as part of the required progress report for the same period confirming that no reimbursable costs were incurred during the given period. If PROJECT SPONSOR requests reimbursement for costs incurred as a result of a contract or agreement with a third party that contains a contract value of $50,000 or greater, e.g. a consultant, contractor or other entity, PROJECT SPONSOR shall submit an electronic copy of the fully executed contract or agreement to ALAMEDA CTC prior to ALAMEDA CTC authorizing reimbursement of such costs. Supporting documentation for the Request for Reimbursement packages includes copies of invoices from vendors, consultants, or contractors and summaries of eligible PROJECT SPONSOR staff time charges. PROJECT SPONSOR may suggest an alternative method, subject to approval in advance by ALAMEDA CTC, to document staff costs charged to the PROJECT.

18. PROJECT SPONSOR shall provide a Parcel and Utility Agreement Tracking Log upon ALAMEDA CTC's request, if the PROJECT includes the acquisition of right-of-way and/or the relocation or protection of utility facilities.

19. PROJECT SPONSOR shall keep all necessary PROJECT records to demonstrate compliance with this AGREEMENT, including documentation of activities, performance, progress reports, final report, expenses and charges to support invoices submitted to ALAMEDA CTC and other PROJECT reporting requirements as described in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements in one central location for a period of not less than five (5) years after the later of (i) ALAMEDA CTC's payment of the final invoice, (ii) the PROJECT SPONSOR'S submittal of the Final Report for ALAMEDA CTC ADMINISTERED FUNDS under this AGREEMENT, and (iii) the end of the PROJECT'S established "Years of Effectiveness" period (as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements) if any TFCA funds are provided under this AGREEMENT.

a. PROJECT SPONSOR and PROJECT SPONSOR's contractors and subcontractors shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts.

b. PROJECT SPONSOR shall allow ALAMEDA CTC or its authorized representatives to inspect, audit, or make copies of any PROJECT records for a period of five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR'S submittal of the Final Report. The same access also shall be granted to BAAQMD or its authorized representatives for TFCA funds obligated by this AGREEMENT.

20. PROJECT SPONSOR shall comply with all of the following publicity requirements to inform the public on the use of ALAMEDA CTC ADMINISTERED FUNDS on the PROJECT.

a. PROJECT SPONSOR shall credit ALAMEDA CTC as a funding source and display the approved ALAMEDA CTC logo, where practical, on construction informational signs, vehicles or equipment operated or obtained as part of the PROJECT, and on any publicly distributed information (e.g., fact sheets, flyers, brochures, maps, schedules, websites, press releases), created for or associated with the PROJECT. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source and display the BAAQMD-approved TFCA logo.

b. PROJECT SPONSOR shall provide updated and accurate PROJECT information on the PROJECT SPONSOR's website, or create such a website if none exists, and provide a link to ALAMEDA CTC website.

c. PROJECT SPONSOR shall publish an article in a printed or electronically distributed publication such as a newsletter, local newspaper, e-publications, or website highlighting the PROJECT and the use of ALAMEDA CTC ADMINISTERED FUNDS at least once per fiscal year. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source.

d. PROJECT SPONSOR shall document compliance with the publicity requirements and furnish such documentation upon request, and regularly through the progress and final reporting required by this AGREEMENT, through evidence such as photos of construction and vehicle signage, copies of print, electronic and other media published to satisfy this requirement. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also document that the BAAQMD was credited as a funding source and the BAAQMD-approved TFCA logos were displayed.

e. PROJECT SPONSOR shall notify ALAMEDA CTC and request an exemption as soon as it is reasonably known that the PROJECT SPONSOR is unable to fulfill the requirements under this Section I.20 due to extraordinary circumstances.

21. PROJECT SPONSOR shall, to the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 et seq.), place in the public domain any software, written document, or other product developed with ALAMEDA CTC ADMINISTERED FUNDS received through this AGREEMENT.

22. PROJECT SPONSOR shall participate, upon the request of ALAMEDA CTC, in a Public Awareness Program in partnership with ALAMEDA CTC and/or its community advisory committees as a means of informing the public of the benefits derived from the use of ALAMEDA CTC ADMINISTERED FUNDS.

23. PROJECT SPONSOR shall obtain all state, local and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations.

24. PROJECT SPONSOR shall render a report or answer any and all inquiries, upon ALAMEDA CTC's request, in regards to its receipt of ALAMEDA CTC ADMINISTERED FUNDS, compliance audit findings, and usage of ALAMEDA CTC ADMINISTERED FUNDS before the ALAMEDA CTC Commission, Independent Watchdog Committee, and/or community advisory committees, as applicable.

25. For TFCA funds obligated by this AGREEMENT, a PROJECT SPONSOR who has failed a BAAQMD financial or performance audit for the PROJECT will be excluded from receiving an award of any TFCA funds for five (5) years from the date of BAAQMD's final audit determination. Existing TFCA funds already awarded to the SPONSOR will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed BAAQMD financial audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed BAAQMD performance audit means that the PROJECT was not implemented in accordance with the AGREEMENT. SPONSOR shall be afforded a reasonable amount of time to address/cure adverse audit findings.

26. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, TFCA funds received under this Agreement if PROJECT is not maintained and/or operated throughout, and at least until the conclusion of, its "Years of Effectiveness" as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

27. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall submit a TFCA Final Report to the ALAMEDA CTC. The required content for the TFCA Final Report is identified in the TFCA Final Report Form referenced in Appendix G.

SECTION II

ALAMEDA CTC AGREES:

1. ALAMEDA CTC shall make a good faith effort to provide all ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

2. ALAMEDA CTC shall assist PROJECT SPONSOR when able, upon request and as necessary, in resolving issues related to the PROJECT.

3. ALAMEDA CTC shall provide a copy of its approved logo for PROJECT SPONSOR to use as required by this AGREEMENT.

4. ALAMEDA CTC shall provide notice to the PROJECT SPONSOR of any and all expenditures made by PROJECT SPONSOR, which are not in compliance with the AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS promptly after ALAMEDA CTC becomes aware of any such expenditures.

5. ALAMEDA CTC shall provide timely notice to PROJECT SPONSOR prior to conducting an audit of expenditures made by PROJECT SPONSOR to determine whether such expenditures are compliant with this AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. That ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT may be shifted between the phases of the PROJECT or between activities in the same phase of the PROJECT, so long as each of the following occurs: 1) PROJECT SPONSOR submits a written amendment request that provides revised and updated Appendix A: Project Control Information forms documenting the requested funding obligation shift and demonstrating to ALAMEDA CTC's satisfaction that the phase or activity from which the funds were shifted remains fully funded, and 2) the parties execute an amendment to this AGREEMENT incorporating the revised and updated Appendix A forms as described above, which amendment shall be approved by ALAMEDA CTC pursuant to applicable ALAMEDA CTC policies.

2. ALAMEDA CTC and the PROJECT SPONSOR may jointly authorize an "Administrative Amendment" for any minor schedule revisions, deliverables, or budget revisions that do not increase the total ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT. Any change in the PROJECT scope of work must be approved by ALAMEDA CTC prior to implementation of the change by the PROJECT SPONSOR. Administrative amendment requests sent to ALAMEDA CTC must include a revised Appendix A: Project Control Information which reflects the requested changes by the PROJECT SPONSOR.

3. For the purposes of this AGREEMENT, (i) a "Contract" shall mean and refer to a third party agreement with the PROJECT SPONSOR for services related to PROJECT, including agreements with another public agency, consultant firm, contractor or entity; (ii) "PROJECT SPONSOR Staff" costs include costs for staff dedicated directly to project implementation, management, oversight, and/or project development and may include direct costs including contracted services, such as legal counsel, that are considered an extension of PROJECT SPONSOR Staff; (iii) "Capital" with respect to any Right-of-Way Capital phase shall mean and refer to the cost to acquire real property, access rights and other property interests; and (iv) "Agreement Expiration Date" shall mean and refer to the expiration date of this AGREEMENT.

4. Reimbursable costs will be limited to the costs shown in Appendix A: Project Control Information. Funds expended for work directly related to the phases of the PROJECT covered by this AGREEMENT prior to the applicable allowable start date identified in Appendix B: ALAMEDA CTC ADMINISTERED FUNDS Obligated by this AGREEMENT are ineligible for reimbursement pursuant to this AGREEMENT. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are subject to fund availability and any new requirements and policies imposed by ALAMEDA CTC. The AGREEMENT shall be amended, as necessary, to reflect the applicable requirements.

5. If additional local, state or federal funding is obtained to partially offset ALAMEDA CTC ADMINISTERED FUNDS planned for the PROJECT, ALAMEDA CTC ADMINISTERED FUNDS will not be

transferred from the PROJECT until after it is ensured that all phases of the PROJECT can be fully delivered. ALAMEDA CTC ADMINISTERED FUNDS offset by additional local, state or federal funding shall be available for PROJECT only after all other funding planned for PROJECT, as described in Appendix A: Project Control Information, has been committed and/or encumbered to the PROJECT.

6. Should any portion of PROJECT be financed with federal or state funds, all applicable laws, rules and policies relating to the use of such funds shall apply, notwithstanding other provisions of this AGREEMENT.

7. For TFCA funds obligated by this AGREEMENT, this AGREEMENT is subject to the current BAAQMD-approved TFCA County Program Manager Fund Policies included in Appendix G: Transportation Fund for Clean Air Policies and Requirements and any new requirements imposed by the BAAQMD upon ALAMEDA CTC with respect to the TFCA funds distributed hereunder. ALAMEDA CTC will only distribute TFCA funds under this AGREEMENT to the extent the documented project costs are eligible under the applicable BAAQMD TFCA Policies.

8. The laws of the State of California shall govern this AGREEMENT.

9. All correspondence and communications will contain ALAMEDA CTC project number and name for PROJECT in a clearly identifiable location. For projects with TFCA funds obligated by this AGREEMENT, all correspondence and communications will also contain the TFCA project number as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

10. ALAMEDA CTC reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and PROJECT SPONSOR agrees, and shall require its contractors and subcontractors to agree, to cooperate with ALAMEDA CTC by making all appropriate and relevant PROJECT records promptly available for audit and copying.

11. PROJECT costs incurred by PROJECT SPONSOR are only eligible for reimbursement on a pro-rated basis unless specifically provided for in Appendix A: Project Control Information, and PROJECT SPONSOR is expected to concurrently seek reimbursement from the other sources shown in Project A: Project Control Information. Pro-rated basis, as used herein, equals the amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT to a phase, divided by the total funding for the phase, as shown in Appendix A: Project Control Information. For any Request for Reimbursement which includes such expenditures, PROJECT SPONSOR shall (i) report the total expenditures during the reimbursement period, (ii) indicate the percentage of the total expenditures for the phase expected to be funded by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and (iii) request reimbursement for the dollar amount which equals the product of such total expenditures and such percentage.

12. ALAMEDA CTC approval of PROJECT SPONSOR submitted Requests for Reimbursement will be contingent on the submittal of progress reports and deliverables by PROJECT SPONSOR as required by this AGREEMENT. In the event that progress reports and deliverables are not complete and current, approval of Requests for Reimbursement shall be withheld until an acceptable remedy has been implemented and approved by ALAMEDA CTC. If PROJECT SPONSOR fails to submit the required deliverables or otherwise fails

to meet the reporting and invoicing requirements of this AGREEMENT, ALAMEDA CTC may deobligate funds from the PROJECT and this AGREEMENT. Not less than thirty (30) days prior to the effective date of any such action, ALAMEDA CTC will endeavor to notify PROJECT SPONSOR in writing that the required deliverables, invoicing and reporting is overdue.

13. Request for Reimbursements submitted after the Agreement Expiration Date identified in Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT will be ineligible for reimbursement by ALAMEDA CTC unless an exception is requested by the PROJECT SPONSOR no less than sixty (60) days before the Agreement Expiration Date, and the exception is approved by ALAMEDA CTC. ALAMEDA CTC will deobligate any remaining ALAMEDA CTC ADMINISTERED FUNDS from PROJECT and this AGREEMENT.

14. Each Right-of-Way transaction which is funded either wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be subject to repayment or reimbursement to ALAMEDA CTC under ALAMEDA CTC Policies in effect as of the effective date of this AGREEMENT, irrespective of the party holding title to the real estate which is the subject of the Right-of-Way transaction in question. The parties agree that Section III.15(a) through Section III.15(f), the provisions of which are intended to provide further detail regarding the application of such Policies, shall govern the extent to which such repayment is required and the conditions applicable to any such repayment. If such Policies are amended after the effective date of this AGREEMENT by ALAMEDA CTC, the PROJECT SPONSOR and ALAMEDA CTC shall execute an amendment to this AGREEMENT which references the revised Policies.

15. For the purposes of the following provisions, "ALAMEDA CTC Share" shall mean the percentage share of the original property purchase price funded by ALAMEDA CTC ADMINISTERED FUNDS (i.e., if the purchase was fully funded by ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC Share shall equal 100%); any appraisal required under Section III.15(a) and Section III.15(f) only, shall be conducted at no cost to ALAMEDA CTC; "Fair Market Value" of a given property shall mean the net proceeds from the sale of such property if such sale occurs in an open market transaction or by auction, or the value of the property determined by an independent third-party appraisal of the property if some or all of the property is retained by PROJECT SPONSOR or otherwise transferred to any other party without an auction or open market transaction; and "CPI" means the Consumer Price Index, All Items for All Urban Consumers, San Francisco-Oakland, San Jose, CA.

a. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition, and the PROJECT is cancelled or otherwise does not begin construction within five (5) years after the effective date of AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after such cancellation decision or the expiration of such five (5) year period, reimburse ALAMEDA CTC for the greater of the following: ALAMEDA CTC Share of the property's Fair Market Value or the full amount of ALAMEDA CTC ADMINISTERED FUNDS used to acquire the property, as escalated by the increase in the CPI during the most recent period for which CPI data is available which is equal in length to the period between the date ALAMEDA CTC ADMINISTERED FUNDS were paid to PROJECT SPONSOR and the date reimbursement is made to ALAMEDA CTC.

b. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition and only a portion of the acquired property is required for the PROJECT, and if the PROJECT begins construction within five (5) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after PROJECT completion, reimburse ALAMEDA CTC for ALAMEDA CTC Share of the Fair Market Value of any property determined to be "excess property".

c. If the PROJECT begins construction within five (5) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then except as provided in subparagraph (d) below, no reimbursement is due with respect to any property interest acquired for the project using ALAMEDA CTC ADMINISTERED FUNDS if the entirety of the acquired property is required for the PROJECT.

d. If PROJECT SPONSOR anticipates receiving net revenues (i.e., rental or other income generated by the property, less reasonable costs for insurance, maintenance and related items) from any property acquired using ALAMEDA CTC ADMINISTERED FUNDS, PROJECT SPONSOR shall notify ALAMEDA CTC on how PROJECT SPONSOR will use such revenue to offset other project costs, and document such revenue separately in project reimbursement requests.

e. If PROJECT is suspended, PROJECT SPONSOR shall pay all property management costs.

f. Property that is required for the PROJECT and acquired wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be available for PROJECT construction within ten (10) years of ALAMEDA CTC reimbursement to the PROJECT SPONSOR. If, after ten (10) years, PROJECT has not been completed, PROJECT SPONSOR shall reimburse ALAMEDA CTC Share of the fair market value of the property, based on the net proceeds from the sale of the property or an appraisal of the property conducted at no cost to ALAMEDA CTC, within one (1) year after the expiration of this ten (10) year period.

16. If condemnation procedures are required to obtain possession to Right-of-Way, ALAMEDA CTC will consider the required deposit as an eligible cost and reimburse the PROJECT SPONSOR upon request. PROJECT SPONSOR shall submit documentation of the final order of condemnation settlement within ninety (90) days after the date of the court recording of the final order of condemnation. If the amount of ALAMEDA CTC reimbursement to the PROJECT SPONSOR is higher than ALAMEDA CTC Share of the amount of settlement in the final order of condemnation, the PROJECT SPONSOR shall pay ALAMEDA CTC the difference between the amount reimbursed and ALAMEDA CTC Share of the amount settled plus ALAMEDA CTC Share of the interest accrued to the deposit account within one (1) year of the final order of condemnation.

17. PROJECT SPONSOR shall not initiate condemnation of any property until full funding for the construction of the PROJECT has been secured.

18. Reimbursement to PROJECT SPONSOR by ALAMEDA CTC for PROJECT Right-of-Way is limited to the following (and net of any relocation payments provided by other sources):

a. The cost to purchase all real property required for the PROJECT free and clear of liens and/or conflicting easements, including the costs for preparation of documents, negotiations and legal services.

b. The cost of damages to owners of the remainder of real property not actually taken but injuriously affected by PROJECT.

c. The cost of relocation payments and services provided to owners and occupants pursuant to the appropriate State laws and regulations when the PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

d. The cost of demolition and/or the sale of all improvements on the right-of-way. Proceeds from the sale of any such improvements shall be credited to the PROJECT and used to offset PROJECT costs.

e. The cost of all unavoidable utility relocation, protection or removal necessary for the completion of the PROJECT.

f. The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which PROJECT SPONSOR accepts responsibility and where the actual generator cannot be identified and recovery made.

19. If PROJECT SPONSOR materially breaches this AGREEMENT, including but not limited to failing to deliver the PROJECT within the schedule defined by this AGREEMENT without compelling reason, failing to file required progress reports in the time specified by this AGREEMENT, or failing to comply with applicable regulations, ALAMEDA CTC may either terminate this AGREEMENT or suspend payments to PROJECT SPONSOR until such time as PROJECT SPONSOR makes reasonable efforts to comply with this AGREEMENT.

20. Neither ALAMEDA CTC, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with the PROJECT. It is also understood and agreed, pursuant to Government Code Section 895.4, PROJECT SPONSOR shall fully defend, protect, indemnify and hold harmless ALAMEDA CTC, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT. If TFCA funds are obligated by this AGREEMENT, PROJECT SPONSOR shall also fully defend, protect, indemnify and hold harmless BAAQMD, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, from

any liability imposed on BAAQMD for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT.

21. Neither PROJECT SPONSOR, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, protect, indemnify and hold harmless PROJECT SPONSOR, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by ALAMEDA CTC in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT.

22. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT. This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and PROJECT SPONSOR and has no third-party beneficiaries.

23. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or for any other cause of action, will be subject to the statutes of limitations of the State of California.

24. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

25. This AGREEMENT shall terminate upon the Agreement Expiration Date identified in Appendix B: Funds Obligated by this AGREEMENT unless this AGREEMENT is extended by mutual agreement of the parties. Notwithstanding the foregoing, Sections I.7, I.19, III.21 and III.22 shall survive the termination or expiration of this AGREEMENT.

26. This AGREEMENT, including its Recitals and Appendices, constitutes the entire AGREEMENT. This AGREEMENT may be changed only as allowed in Sections III.1 and Section III.2 of this AGREEMENT or by a written amendment executed by both parties.

[Signatures on the next page]

CITY OF DUBLIN
(PROJECT SPONSOR)

By: _____
Linda Smith Date
City Manager

ALAMEDA COUNTY
TRANSPORTATION COMMISSION
(ALAMEDA CTC)

By: _____
Tess Lengyel Date
Executive Director

Recommended

By: _____
Gary Huisingh Date
Deputy Executive Director of
Capital Projects

Reviewed as to Budget/Financial Controls:

By: _____
Patricia Reavey Date
Deputy Executive Director of
Finance and Administration

Approved as to Legal form:

By: _____
John Bakker Date
Legal Counsel to the CITY OF DUBLIN

Approved as to Legal Form:

By: _____
Wendel Rosen LLP Date
Legal Counsel to ALAMEDA CTC

LIST OF APPENDICES

APPENDIX A: PROJECT CONTROL INFORMATION

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Appendix A-2	Project Scope Detail by Phase
Appendix A-3	Project Milestone Schedule
Appendix A-4	Project Cost Estimate Summary by Phase and Fund Source
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APPENDIX B: ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

APPENDIX C: ALAMEDA CTC REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

APPENDIX D: LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS

APPENDIX E: DELIVERABLES AND DUE DATES

APPENDIX F: PROJECT PERFORMANCE MEASURES

APPENDIX G: TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

Appendix G-1	TFCA Project Number and "Years of Effectiveness"
Appendix G-2	BAAQMD-approved TFCA County Program Manager Fund Policies
Appendix G-3	Minimum required insurance for TFCA-funded projects
Appendix G-4	Reporting Forms to BAAQMD for TFCA-funded projects

Note: Appendix G is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

APPENDIX A

PROJECT CONTROL INFORMATION

Appendix Index

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APPENDIX A-1

PROJECT DESCRIPTION

Project Description

The City of Dublin will implement improvements identified in the School Site Assessments (SSA) for Amador Valley Boulevard at Burton Street, Central Parkway at Aspen Street and Grafton Street at Antone Way.

The project scope includes designing and developing plans, specifications and estimates for installation of Rectangular Rapid Flashing Beacons (RRFB), ADA curb ramp upgrades and bulbouts at three uncontrolled crosswalk locations including Amador Valley Boulevard at Burton Street, Central Parkway at Aspen Street and Grafton Street at Antone Way.

Project Limits

- Amador Valley Boulevard at Burton Street
- Central Parkway at Aspen Street
- Antone Way at Grafton Street

APPENDIX A-2

PROJECT SCOPE DETAIL BY PHASE

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

FINAL DESIGN (PS&E)

- Development of final plans and specifications related to the PROJECT

  The design will include the following:

  Amador Valley Boulevard at Burton Street
  - Install pedestrian crossing improvements and Rectangular Rapid Flashing Beacons (RRFB).
  - Install yield markings in advance of crosswalks
  - Install additional in-pavement yield sign

  Central Parkway at Aspen Street
  - Upgrade existing crosswalk to high visibility crosswalk
  - Extend median to provide pedestrian refuge island
- Install pedestrian crossing improvements and Rectangular Rapid Flashing Beacons (RRFB).

  Antone Way at Grafton Street
  - Striping improvements and installation of Rectangular Rapid Flashing Beacons (RRFB)

APPENDIX A-3

PROJECT MILESTONE SCHEDULE

Phase/Milestone	Begin	End
Final Design (PS&E)	06/2022	06/2023

APPENDIX A-4

PROJECT COST SUMMARY BY PHASE AND FUND SOURCE

This Project Cost Summary provides a project funding plan for all Project phases, regardless if funded through ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

PHASE	Alameda CTC Administered Funds	Sponsor Funds	Total Funding
	2000 Measure B Disc-BP	Local Funds	
Final Design (PS&E)	$94,000	$21,000	**$115,000**
Construction	$ -	$ 100,000	**$ 100,000**
Total Project Cost	**$94,000**	**$121,000**	**$215,000**

APPENDIX A-5

PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO

(Only Phases Funded with Alameda CTC Administered Funds)

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO				
PHASE	**Alameda CTC Administered Funds**	**Matching Funds**	**Total Funding**	**Reimbursement Ratio Percentage**
	2000 Measure B Disc-BP			
Final Design (PS&E)	$94,000	$21,000	**$115,000**	**81.74%**
Total Funding	**$94,000**	**$121,000**	**$215,000**	

Notes:

- PROJECT SPONSOR shall be reimbursed eligible costs in the percentage of Total ALAMEDA CTC ADMINISTERED FUNDS to Total Funding per the Reimbursement Ratio Percentage for each phase. Each Alameda CTC Administered Fund amount identified is a not-to-exceed amount. The Reimbursement Ratio is defined as ALAMEDA CTC ADMINISTERED FUNDS divided by the Total Funding.

APPENDIX A-6

PROJECT PHASE COST DETAIL

This Project Phase Cost Detail summarizes the total cost for each phase with ALAMEDA CTC ADMINISTERED FUNDS obligated in this AGREEMENT.

PHASE COST DETAIL			
FINAL DESIGN (PS&E)	**2000 Measure B Disc-BP**	**Matching Funds**	**Total Cost**
Staff/Labor Cost	$-	$ -	**$ -**
Contract(s)/Other Direct Cost	$94,000	$21,000	**$115,000**
Total Phase Cost *(Staff + Contract Costs)*	**$94,000**	**$21,000**	**$115,000**

Notes:

- Contracts funded with any combination of Measure B, Measure BB, Vehicle Registration Fee and local funds that do not contain State or federal funds are subject to Alameda CTC's Local Business Contract Equity Program (refer to Appendix D).

APPENDIX B

ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

The following Table B-1 identifies the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT and establishes a unique allowable start date for each obligated fund source.

TABLE B-1
FUNDS OBLIGATED BY THIS AGREEMENT
AND ALLOWABLE START AND EXPENDITURE DEADLINE DATES

Fund Source	Fund Subset	Phase	Commission Approval Date	Allowable Start Date	Expenditure Deadline Date	Obligated Amount
2000 MB	Disc-BP	Final Design	7/22/2021	7/1/2021	*The Agreement Expiration Date serves as the expenditure deadline date.*	$94,000
Total Alameda CTC Administered Funds Obligated by AGREEMENT:						**$94,000**

Agreement Expiration Date:	**12/31/2023**

Notes:

1. ALAMEDA CTC reimbursement amounts by fund source for PROJECT shall not exceed the total amount obligated by this AGREEMENT, by fund source.
2. The Commission Approval Date is the date of the meeting at which the Commission approved the allocation.
3. The Allowable Start Date identified for each fund source is the earliest date at which costs eligible for reimbursement by the fund source indicated may be incurred. Any costs incurred on the PROJECT before this date will not be eligible for reimbursement under this AGREEMENT.
4. The Expenditure Deadline Date is the last date by which eligible reimbursable costs may be incurred. Any costs incurred on the PROJECT after this date will not be eligible for reimbursement under this AGREEMENT.
5. The Agreement Expiration Date shall mean and refer to the expiration date of this AGREEMENT.
6. For TFCA funds obligated by this agreement, the Expenditure Deadline Date in the above table is two (2) years from the date when ALAMEDA CTC first received funds from BAAQMD, unless an extended deadline is approved at the time of programming or an extension has been approved by the ALAMEDA CTC. An estimated deadline date is noted in the above table if at the time of this agreement the Alameda CTC has yet to receive funds from BAAQMD. Extended deadlines will be reflected in an amended Table B-1, once approved.
7. For TFCA funds obligated by this agreement, the Commission may approve up to two one-year extensions to the Expenditure Deadline Date. Any additional extensions require approval from both ALAMEDA CTC and BAAQMD.

APPENDIX B (CONT.)

Reimbursement of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT shall be in accordance with the Drawdown Limitation Schedule below.

TABLE B-2
ALAMEDA CTC ADMINISTERED FUNDS
REIMBURSEMENT - DRAWDOWN LIMITATION SCHEDULE

No.	Fiscal Year	Quarter	Fund Source	Drawdown Limitation Amount	Cumulative Drawdown Limitation Amount
1	FY 22/23	Any	2000 MB	$94,000	$94,000

Notes:

1. Fiscal Year (FY) begins July 1 and ends June 30.
2. Quarter 1 begins July 1 and ends September 30; Quarter 2 begins October 1 and ends December 31; Quarter 3 begins January 1 and ends March 31; and Quarter 4 begins April 1 and ends June 30.
3. ALAMEDA CTC shall endeavor to transmit payments to PROJECT SPONSOR following the receipt and approval of a complete Request for Reimbursement(s) submitted by the PROJECT SPONSOR.
4. Actual reimbursements from ALAMEDA CTC to the PROJECT SPONSOR shall not exceed the Cumulative Drawdown Limitation Amount without Alameda CTC's written approval. Any portion of a reimbursement request, which exceeds the applicable Cumulative Drawdown Limitation without such prior approval by ALAMEDA CTC shall be deferred until the following quarter or until sufficient capacity in the cumulative drawdown limitation amount is achieved.

APPENDIX C

REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

The below table establishes the required minimum frequency for Requests for Reimbursement and Progress Reports. Requests for Reimbursements and Progress Reports are required either monthly, quarterly, or semi-annually, as indicated below with an "X".

REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY AND DUE DATES			
Frequency Required *(as checked)*	**Minimum Frequency**	**Period Covered**	**Due Dates**
☐	Monthly *(once every month)*	One month	By 30 days following the end of billed activity
☐	Quarterly *(once every 3 months)*	Quarter 1: 7/1– 9/30 Quarter 2: 10/1 – 12/31 Quarter 3: 1/1– 3/31 Quarter 4: 4/1– 6/30	By October 31st By January 31st By April 30th By July 31st
☒	Semi-annually *(once every 6 months)*	Quarters 1 & 2: 7/1 – 12/31 Quarters 3 & 4: 1/1 – 6/30	By January 31st By July 31st
☐	Annually *(TFCA Annual Report)*	Fiscal Year: 7/1 – 6/30	By July 31st
☒	Final Request for Reimbursement	Any work period eligible under Appendix B.	Must be submitted prior to the Agreement Expiration Date

Notes:

1. For all projects, the maximum frequency for Requests for Reimbursement is one (1) per month.
2. If no costs were incurred during the reporting period, a progress report for the corresponding period is still required.
3. TFCA funding requires annual reporting to BAAQMD in addition to the minimum required frequency for Alameda CTC progress reports and invoices.
4. Requests for Reimbursement must be submitted prior to the Agreement Expiration Date in order to be eligible for reimbursement.

REQUEST FOR REIMBURSEMENT AND REPORTING FORMS

Any PROJECT SPONSOR awarded ALAMEDA CTC Administered Funds shall use the following forms included in the link below for progress reporting, final reporting, request for reimbursements, and requests for amendments to this funding agreement. Note that the format and required content of these forms is subject to change.

List of Downloadable Forms: https://www.alamedactc.org/funding/reporting-and-grant-forms/

1. Request for Reimbursement (RFR) Form
2. Alameda CTC Progress Report Form
3. Alameda CTC Final Report Form
4. Transportation Fund for Clean Air Program Reporting Forms (Interim and Final Report)
5. Amendment Request Form

APPENDIX D

LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS

As noted in Section I.14, PROJECT SPONSOR is obligated to comply with all applicable provisions of the Alameda CTC Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto.

LBCE Program Substitution: The LBCE Program allows substitution of Alameda CTC's program if a sponsor agency's local preference program has been approved in writing by the Alameda CTC's LBCE Liaison Officer. This approval letter from Alameda CTC shall be attached as part of Appendix D.

The following resources are available to guide Project Sponsors through the LBCE Program requirements for procurement and contracting processes:

- Sample template language for professional and construction services is available from ALAMEDA CTC's website: https://www.alamedactc.org/get-involved/contract-equity

- Prime and Subconsultant/Subcontractor Local Business Enterprise, Small Local Business Enterprise and Very Small Local Business Enterprise Utilization Form: https://www.alamedactc.org/get-involved/contracting-forms/

- The LBCE Program Guidelines, available at the above link, includes a Project Sponsor Responsibility Checklist. Appendix B of the LBCE Program Guidelines identifies the Responsibilities of Sponsor Agencies.

- Direct inquiries about the LBCE Program to ALAMEDA CTC's LBCE Liaison Officer:

  Seung Cho
  Director of Procurement and Information Technology
  Alameda County Transportation Commission
  Email: scho@alamedactc.org
  Phone: (510) 208-7472

APPENDIX E

DELIVERABLES AND DUE DATES

Project Deliverables and Due Dates: The Deliverables and Due Dates table below shows deliverables and due dates, if any, for the phases listed in Appendix A-2 Project Phase Descriptions that contain ALAMEDA CTC ADMINISTERED FUNDS.

Deliverables and Due Dates		
No.	**Description**	**Due Date to Alameda CTC**
1	Copy of Request for Proposal for design professional services.	July 31, 2022
2	Progress Report #1: January to June, 2022	July 31, 2022
3	Progress Report #2: July to December, 2022	January 31, 2023
4	Progress Report #3: January to June, 2023	July 31, 2023
5	Copy of design concepts or similar document confirm completion of design phase.	By the Agreement Expiration Date
6	Final Invoice	By the Agreement Expiration Date
7	Final Report	By the Agreement Expiration Date

Note:

- Per Section III.19 of AGREEMENT, Alameda CTC may withhold payment of reimbursement requests until past due deliverables are received and approved.

APPENDIX F

PROJECT PERFORMANCE MEASURES

Project Performance Measures: The Project Performance Measures and Targets describes what outcome-based performance measure(s) the PROJECT SPONSOR plans to evaluate to ensure that the project/program is meeting its objectives.

Appendix F is Not Applicable.

Alameda CTC Agreement No. A22-0026
Project No. 1570000

PROJECT FUNDING AGREEMENT
between
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF DUBLIN
for the
SAFE ROUTES TO SCHOOL IMPROVEMENTS DUBLIN

This Project Funding Agreement ("AGREEMENT"), dated for reference purposes only as April 28, 2022, is by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency ("ALAMEDA CTC"), and the CITY OF DUBLIN, a public agency ("PROJECT SPONSOR").

This AGREEMENT obligates funds from one or more ALAMEDA CTC administered funding programs as indicated below, and as further specified in Appendix A: Project Control Information and Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT, for the PROJECT, as such term is defined in Recital K below.

☐ 2000 Measure B
☐ 2014 Measure BB
☒ Vehicle Registration Fee
☐ Transportation Fund for Clean Air
☐ CMA TIP

RECITALS

A. The voters of Alameda County, pursuant to the provisions of the Bay Area County Traffic and Transportation Funding Act, Public Utilities Code Section 131000, et seq., approved Measure B at the General Election held in November 1986, authorizing the collection of a one-half cent transaction and use tax over a fifteen (15)-year period to address major transportation needs and congestion in Alameda County and giving Alameda County Transportation Authority ("ACTA") the responsibility for the administration of the proceeds of the tax. The proceeds from the 1986 Measure B tax have been and continue to be used to pay for investments as outlined in the 1986 Alameda County Transportation Expenditure Plan ("1986 TEP"), as it may be amended. Although collection of the 1986 Measure B tax ceased in 2002, capital projects funded wholly or in part by 1986 Measure B funds are still being delivered using these funds.

B. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, Public Utilities Code Section 180000, et seq., approved the reauthorization of Measure B at the General Election held on November 7, 2000, authorizing the collection of a one-half cent transaction and use tax to be collected for twenty (20) years beginning April 1, 2002 and giving Alameda County Transportation Improvement Authority ("ACTIA") responsibility for the administration of the proceeds of the tax.. The proceeds from the 2000 Measure B tax have been and continue to be used to pay for investments as outlined in the 2000 Alameda County Transportation Expenditure Plan ("2000 TEP"), as it may be amended.

C. The voters of Alameda County, pursuant to Section 65089.20 of the Government Code, approved Measure F, the Vehicle Registration Fee ("VRF"), authorizing Alameda County Congestion Management Agency ("ACCMA") to administer the proceeds from a $10 per year vehicle registration fee on each annual motor-vehicle registration in Alameda County, starting with registrations effective July 2011 with collection beginning in May 2011, six months following approval of Measure F. Vehicles subject to the VRF include all motorized vehicles, including passenger cars, light-duty trucks, medium-duty trucks, heavy-duty trucks, buses of all sizes, motorcycles, and motorized camper homes, unless vehicles are expressly exempted from the payment of the VRF.

D. By resolutions adopted by the ACTA and ACTIA Boards on June 24, 2010, all of ACTA's functions and responsibilities were assigned to, and accepted by, ACTIA. On that same date, the ACTIA and ACCMA Boards took the final actions to create ALAMEDA CTC, a joint powers authority with all responsibilities of ACTIA and ACCMA. Pursuant to resolutions adopted by the ACTIA and ACCMA Boards and the Commission of ALAMEDA CTC, ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors' functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC.

E. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., approved Measure BB at the General Election held on November 4, 2014, authorizing the extension of an existing one-half of one percent transaction and use tax scheduled to terminate on March 31, 2022, and the augmentation of the tax by one-half of one percent, and giving ALAMEDA CTC responsibility for the administration of the proceeds of the 2014 Measure BB tax. The duration of the 2014 Measure BB tax will be 30 years from the initial year of collection, which began April 1, 2015, with said tax to terminate/expire on March 31, 2045. The proceeds from the 2014 Measure BB will be used to pay for investments as outlined in the 2014 Alameda County Transportation Expenditure Plan ("2014 TEP"), as it may be amended.

F. As the Transportation Fund for Clean Air ("TFCA") Program Manager in Alameda County, ALAMEDA CTC annually programs 40 percent of the TFCA funds collected in Alameda County. ALAMEDA CTC receives these funds from the Bay Area Air Quality Management District ("BAAQMD"), and then distributes these funds on a reimbursement basis to eligible project sponsors.

G. ALAMEDA CTC is continuing the implementation of the CMA Exchange Program, originally established by the ACCMA, for the purpose of providing local or otherwise unrestricted funds to ALAMEDA CTC for use in projects and programs adopted into the CMA Transportation Improvement Program ("CMA TIP") by ALAMEDA CTC.

H. The funding programs administered by ALAMEDA CTC and available for projects and programs that benefit the Alameda County transportation system, consisting of 1986 Measure B, 2000 Measure B, 2014 Measure BB, VRF, TFCA, and CMA TIP, are collectively defined as and shall be referenced herein as the "ALAMEDA CTC ADMINISTERED FUNDS". Requirements related to 2000 Measure B, VRF and 2014 Measure BB Direct Local Distribution ("DLD") funding distributed pursuant to 2000 Measure B, VRF and 2014 Measure BB Transportation Expenditure Plans are covered by separate agreements between ALAMEDA CTC and DLD recipients.

I. Measure B, Measure BB, VRF, and TFCA funds obligated by this AGREEMENT shall be programmed, allocated, and expended for the purpose defined and in accordance with the provisions set forth in the applicable transportation expenditure plans, or the BAAQMD-approved TFCA County Program Manager Policies.

J. ALAMEDA CTC programs and allocates ALAMEDA CTC ADMINISTERED FUNDS through the ALAMEDA CTC Comprehensive Investment Plan ("CIP") that is updated periodically to summarize the programming and allocations of ALAMEDA CTC ADMINISTERED FUNDS, and the policies, procedures and requirements related to the expenditure of ALAMEDA CTC ADMINISTERED FUNDS.

K. The PROJECT SPONSOR is implementing a project or program ("PROJECT") that is eligible for ALAMEDA CTC ADMINISTERED FUNDS. The PROJECT and the strategy to implement the PROJECT are described in greater detail in Appendix A: Project Control Information.

L. This AGREEMENT obligates funds from one or more of ALAMEDA CTC administered funding programs as specified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement, for the PROJECT and the phase(s) described in Appendix A: Project Control Information. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are available to reimburse eligible costs incurred by PROJECT SPONSOR for the PROJECT and the phase(s) described in Appendix A: Project Control Information.

M. The issuance of bonds or another financing mechanism are possible funding options as part of ALAMEDA CTC administered funding programs to meet cash flow requirements of each individual program based on current schedule and project delivery information.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION I

PROJECT SPONSOR AGREES:

1. PROJECT SPONSOR shall implement the PROJECT in accordance with all requirements in this AGREEMENT and the following appendices attached hereto and incorporated herein by reference.

   a. Appendix A: Project Control Information
   b. Appendix B: Alameda CTC Administered Funds Obligated by this Agreement
   c. Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements
   d. Appendix D: Local Business Contract Equity Program
   e. Appendix E: Deliverables and Due Dates
   f. Appendix F: Project Performance Measures
   g. Appendix G: Transportation Fund for Clean Air Policies and Requirements

2. PROJECT SPONSOR shall perform the necessary work associated with the PROJECT required to implement PROJECT as described in Appendix A: Project Control Information.

3. PROJECT SPONSOR shall inform ALAMEDA CTC in writing of any changes to the information contained in Appendix A: Project Control Information as soon as PROJECT SPONSOR becomes aware of such changes. Per Section III.2, any change that requires an amendment to this AGREEMENT must be approved by ALAMEDA CTC prior to PROJECT SPONSOR implementing the change.

4. PROJECT SPONSOR shall commit to the timing of ALAMEDA CTC ADMINISTERED FUNDS as described in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. PROJECT SPONSOR shall expend ALAMEDA CTC ADMINISTERED FUNDS received under this AGREEMENT in accordance with all applicable provisions of law and shall return to ALAMEDA CTC all funds that are not expended in accordance with all applicable provisions of law.

6. PROJECT SPONSOR shall be responsible for costs in excess of the total funding obligations shown in Appendix A: Project Control Information. Costs in excess of the total funding obligations will not be reimbursed with ALAMEDA CTC ADMINISTERED FUNDS unless this AGREEMENT is amended in writing or the parties execute a separate agreement for a subsequent phase of the PROJECT.

7. PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, funds realized from the sale of any vehicle(s) purchased with ALAMEDA CTC ADMINISTERED FUNDS, if the sale of the vehicle(s) is completed prior to the last day of the last year listed as the PROJECT'S "Years of Effectiveness" as identified in either Appendix A: Project Control Information or Appendix G: Transportation Fund for Clean Air Policies and Requirements, as applicable. The amount of sale proceeds required to be returned to ALAMEDA CTC shall be proportional to the percentage of ALAMEDA CTC ADMINISTERED FUNDS originally used to purchase the vehicle(s).

8. PROJECT SPONSOR staff costs for any local agency which receives DLD funding shall not be eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS allocated to the PROJECT unless staff costs are specifically identified as eligible in Appendix A: Project Control Information. Staff costs included in Appendix A are limited to project implementation costs. Staff costs related to the administration of this AGREEMENT including preparation of requests for reimbursement or progress reports are ineligible for reimbursement. PROJECT SPONSOR staff costs funded by other sources can be included in the total cost for the purpose of meeting the cost and risk sharing provisions of this AGREEMENT.

9. PROJECT SPONSOR staff costs eligible for reimbursement may include the individual's actual hourly wage plus a fringe benefit rate, as approved by a cognizant agency or an independent auditor, of up to a maximum of 70% of the hourly wage. Staff costs also may include direct costs including contracted services, such as legal counsel, that are considered an extension of the PROJECT SPONSOR'S staff.

10. PROJECT SPONSOR overhead, or "indirect," costs are not eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and shall not be included in the total

eligible PROJECT cost calculations used to determine the ALAMEDA CTC ADMINISTERED FUNDS share of such total eligible PROJECT costs.

11. The cost of maintenance, security, or protection performed by PROJECT SPONSOR or third-party contractors during any temporary suspension of activities associated with the PROJECT will not be considered an eligible cost for reimbursement by ALAMEDA CTC.

12. PROJECT SPONSOR shall advertise, award and administer all professional services contracts for PROJECT work not performed by PROJECT SPONSOR.

13. PROJECT SPONSOR shall invite ALAMEDA CTC staff to participate as a voting member of PROJECT SPONSOR's selection panel for the selection of all professional consultants, and furnish drafts of all professional services contracts, upon ALAMEDA CTC's request.

14. All locally funded contracts approved by PROJECT SPONSOR, funded wholly or in part with Measure B, Measure BB, and/or Vehicle Registration Fee funds administered by ALAMEDA CTC, except for contracts that also include state and/or federal funds or contracts funding non-capital projects (e.g., transit operations), are required to comply with ALAMEDA CTC's Local Business Contract Equity (LBCE) Program as listed and described in Appendix D: Local Business Contract Equity Program Requirements. PROJECT SPONSOR shall comply with the reporting requirements set forth in the LBCE Program and provide the required information to ALAMEDA CTC in accordance with Appendix D for all contracts partially or wholly funded by ALAMEDA CTC, whether or not the specific contract is subject to the LBCE Program.

15. PROJECT SPONSOR shall require insurance coverage that names ALAMEDA CTC, its governing body, officers, employees and consultants as additional insureds of the PROJECT SPONSOR, professional services consultants and subconsultants, construction services contractors and subcontractors, volunteer service individuals, and any other contractors or subcontractors involved with the PROJECT on all insurance required by PROJECT SPONSOR for PROJECT. PROJECT SPONSOR shall keep and maintain insurance certificates and policy endorsements evidencing the policies on file, and furnish the same to ALAMEDA CTC upon request. ALAMEDA CTC will not be responsible for any premiums or assessments on any policy. If this AGREEMENT includes any TFCA funds, PROJECT SPONSOR shall also comply with the insurance requirements specified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

16. PROJECT SPONSOR shall provide ALAMEDA CTC with periodic (i.e., monthly, quarterly or semi-annually) progress reports describing the current status of the PROJECT. The required progress reporting frequency schedule and forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. Progress reports are due by the last day of each calendar month following the established reporting period in which the work was performed. These reports shall include PROJECT status information such as the scope of work completed to date, total costs incurred, future actions, project performance, issues identification, changes to scope or schedule, and any additional relevant information requested by ALAMEDA CTC.

17. PROJECT SPONSOR shall submit to ALAMEDA CTC a Request for Reimbursement in accordance with the minimum required invoicing frequency established for the PROJECT, but not more than one such request per month, for reimbursement of eligible PROJECT costs and expenses incurred by PROJECT SPONSOR. The required minimum invoicing frequency and invoice forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. If PROJECT SPONSOR does not incur any reimbursable expenses during the minimum invoicing period, in lieu of submitting an invoice, PROJECT SPONSOR shall submit a letter or a statement as part of the required progress report for the same period confirming that no reimbursable costs were incurred during the given period. If PROJECT SPONSOR requests reimbursement for costs incurred as a result of a contract or agreement with a third party that contains a contract value of $50,000 or greater, e.g. a consultant, contractor or other entity, PROJECT SPONSOR shall submit an electronic copy of the fully executed contract or agreement to ALAMEDA CTC prior to ALAMEDA CTC authorizing reimbursement of such costs. Supporting documentation for the Request for Reimbursement packages includes copies of invoices from vendors, consultants, or contractors and summaries of eligible PROJECT SPONSOR staff time charges. PROJECT SPONSOR may suggest an alternative method, subject to approval in advance by ALAMEDA CTC, to document staff costs charged to the PROJECT.

18. PROJECT SPONSOR shall provide a Parcel and Utility Agreement Tracking Log upon ALAMEDA CTC's request, if the PROJECT includes the acquisition of right-of-way and/or the relocation or protection of utility facilities.

19. PROJECT SPONSOR shall keep all necessary PROJECT records to demonstrate compliance with this AGREEMENT, including documentation of activities, performance, progress reports, final report, expenses and charges to support invoices submitted to ALAMEDA CTC and other PROJECT reporting requirements as described in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements in one central location for a period of not less than five (5) years after the later of (i) ALAMEDA CTC's payment of the final invoice, (ii) the PROJECT SPONSOR'S submittal of the Final Report for ALAMEDA CTC ADMINISTERED FUNDS under this AGREEMENT, and (iii) the end of the PROJECT'S established "Years of Effectiveness" period (as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements) if any TFCA funds are provided under this AGREEMENT.

a. PROJECT SPONSOR and PROJECT SPONSOR's contractors and subcontractors shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts.

b. PROJECT SPONSOR shall allow ALAMEDA CTC or its authorized representatives to inspect, audit, or make copies of any PROJECT records for a period of five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR'S submittal of the Final Report. The same access also shall be granted to BAAQMD or its authorized representatives for TFCA funds obligated by this AGREEMENT.

20. PROJECT SPONSOR shall comply with all of the following publicity requirements to inform the public on the use of ALAMEDA CTC ADMINISTERED FUNDS on the PROJECT.

a. PROJECT SPONSOR shall credit ALAMEDA CTC as a funding source and display the approved ALAMEDA CTC logo, where practical, on construction informational signs, vehicles or equipment operated or obtained as part of the PROJECT, and on any publicly distributed information (e.g., fact sheets, flyers, brochures, maps, schedules, websites, press releases), created for or associated with the PROJECT. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source and display the BAAQMD-approved TFCA logo.

b. PROJECT SPONSOR shall provide updated and accurate PROJECT information on the PROJECT SPONSOR's website, or create such a website if none exists, and provide a link to ALAMEDA CTC website.

c. PROJECT SPONSOR shall publish an article in a printed or electronically distributed publication such as a newsletter, local newspaper, e-publications, or website highlighting the PROJECT and the use of ALAMEDA CTC ADMINISTERED FUNDS at least once per fiscal year. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source.

d. PROJECT SPONSOR shall document compliance with the publicity requirements and furnish such documentation upon request, and regularly through the progress and final reporting required by this AGREEMENT, through evidence such as photos of construction and vehicle signage, copies of print, electronic and other media published to satisfy this requirement. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also document that the BAAQMD was credited as a funding source and the BAAQMD-approved TFCA logos were displayed.

e. PROJECT SPONSOR shall notify ALAMEDA CTC and request an exemption as soon as it is reasonably known that the PROJECT SPONSOR is unable to fulfill the requirements under this Section I.20 due to extraordinary circumstances.

21. PROJECT SPONSOR shall, to the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 et seq.), place in the public domain any software, written document, or other product developed with ALAMEDA CTC ADMINISTERED FUNDS received through this AGREEMENT.

22. PROJECT SPONSOR shall participate, upon the request of ALAMEDA CTC, in a Public Awareness Program in partnership with ALAMEDA CTC and/or its community advisory committees as a means of informing the public of the benefits derived from the use of ALAMEDA CTC ADMINISTERED FUNDS.

23. PROJECT SPONSOR shall obtain all state, local and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations.

24. PROJECT SPONSOR shall render a report or answer any and all inquiries, upon ALAMEDA CTC's request, in regards to its receipt of ALAMEDA CTC ADMINISTERED FUNDS, compliance audit findings, and usage of ALAMEDA CTC ADMINISTERED FUNDS before the ALAMEDA CTC Commission, Independent Watchdog Committee, and/or community advisory committees, as applicable.

25. For TFCA funds obligated by this AGREEMENT, a PROJECT SPONSOR who has failed a BAAQMD financial or performance audit for the PROJECT will be excluded from receiving an award of any TFCA funds for five (5) years from the date of BAAQMD's final audit determination. Existing TFCA funds already awarded to the SPONSOR will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed BAAQMD financial audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed BAAQMD performance audit means that the PROJECT was not implemented in accordance with the AGREEMENT. SPONSOR shall be afforded a reasonable amount of time to address/cure adverse audit findings.

26. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, TFCA funds received under this Agreement if PROJECT is not maintained and/or operated throughout, and at least until the conclusion of, its "Years of Effectiveness" as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

27. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall submit a TFCA Final Report to the ALAMEDA CTC. The required content for the TFCA Final Report is identified in the TFCA Final Report Form referenced in Appendix G.

SECTION II

ALAMEDA CTC AGREES:

1. ALAMEDA CTC shall make a good faith effort to provide all ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

2. ALAMEDA CTC shall assist PROJECT SPONSOR when able, upon request and as necessary, in resolving issues related to the PROJECT.

3. ALAMEDA CTC shall provide a copy of its approved logo for PROJECT SPONSOR to use as required by this AGREEMENT.

4. ALAMEDA CTC shall provide notice to the PROJECT SPONSOR of any and all expenditures made by PROJECT SPONSOR, which are not in compliance with the AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS promptly after ALAMEDA CTC becomes aware of any such expenditures.

5. ALAMEDA CTC shall provide timely notice to PROJECT SPONSOR prior to conducting an audit of expenditures made by PROJECT SPONSOR to determine whether such expenditures are compliant with this AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. That ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT may be shifted between the phases of the PROJECT or between activities in the same phase of the PROJECT, so long as each of the following occurs: 1) PROJECT SPONSOR submits a written amendment request that provides revised and updated Appendix A: Project Control Information forms documenting the requested funding obligation shift and demonstrating to ALAMEDA CTC's satisfaction that the phase or activity from which the funds were shifted remains fully funded, and 2) the parties execute an amendment to this AGREEMENT incorporating the revised and updated Appendix A forms as described above, which amendment shall be approved by ALAMEDA CTC pursuant to applicable ALAMEDA CTC policies.

2. ALAMEDA CTC and the PROJECT SPONSOR may jointly authorize an "Administrative Amendment" for any minor schedule revisions, deliverables, or budget revisions that do not increase the total ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT. Any change in the PROJECT scope of work must be approved by ALAMEDA CTC prior to implementation of the change by the PROJECT SPONSOR. Administrative amendment requests sent to ALAMEDA CTC must include a revised Appendix A: Project Control Information which reflects the requested changes by the PROJECT SPONSOR.

3. For the purposes of this AGREEMENT, (i) a "Contract" shall mean and refer to a third party agreement with the PROJECT SPONSOR for services related to PROJECT, including agreements with another public agency, consultant firm, contractor or entity; (ii) "PROJECT SPONSOR Staff" costs include costs for staff dedicated directly to project implementation, management, oversight, and/or project development and may include direct costs including contracted services, such as legal counsel, that are considered an extension of PROJECT SPONSOR Staff; (iii) "Capital" with respect to any Right-of-Way Capital phase shall mean and refer to the cost to acquire real property, access rights and other property interests; and (iv) "Agreement Expiration Date" shall mean and refer to the expiration date of this AGREEMENT.

4. Reimbursable costs will be limited to the costs shown in Appendix A: Project Control Information. Funds expended for work directly related to the phases of the PROJECT covered by this AGREEMENT prior to the applicable allowable start date identified in Appendix B: ALAMEDA CTC ADMINISTERED FUNDS Obligated by this AGREEMENT are ineligible for reimbursement pursuant to this AGREEMENT. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are subject to fund availability and any new requirements and policies imposed by ALAMEDA CTC. The AGREEMENT shall be amended, as necessary, to reflect the applicable requirements.

5. If additional local, state or federal funding is obtained to partially offset ALAMEDA CTC ADMINISTERED FUNDS planned for the PROJECT, ALAMEDA CTC ADMINISTERED FUNDS will not be

transferred from the PROJECT until after it is ensured that all phases of the PROJECT can be fully delivered. ALAMEDA CTC ADMINISTERED FUNDS offset by additional local, state or federal funding shall be available for PROJECT only after all other funding planned for PROJECT, as described in Appendix A: Project Control Information, has been committed and/or encumbered to the PROJECT.

6. Should any portion of PROJECT be financed with federal or state funds, all applicable laws, rules and policies relating to the use of such funds shall apply, notwithstanding other provisions of this AGREEMENT.

7. For TFCA funds obligated by this AGREEMENT, this AGREEMENT is subject to the current BAAQMD-approved TFCA County Program Manager Fund Policies included in Appendix G: Transportation Fund for Clean Air Policies and Requirements and any new requirements imposed by the BAAQMD upon ALAMEDA CTC with respect to the TFCA funds distributed hereunder. ALAMEDA CTC will only distribute TFCA funds under this AGREEMENT to the extent the documented project costs are eligible under the applicable BAAQMD TFCA Policies.

8. The laws of the State of California shall govern this AGREEMENT.

9. All correspondence and communications will contain ALAMEDA CTC project number and name for PROJECT in a clearly identifiable location. For projects with TFCA funds obligated by this AGREEMENT, all correspondence and communications will also contain the TFCA project number as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

10. ALAMEDA CTC reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and PROJECT SPONSOR agrees, and shall require its contractors and subcontractors to agree, to cooperate with ALAMEDA CTC by making all appropriate and relevant PROJECT records promptly available for audit and copying.

11. PROJECT costs incurred by PROJECT SPONSOR are only eligible for reimbursement on a pro-rated basis unless specifically provided for in Appendix A: Project Control Information, and PROJECT SPONSOR is expected to concurrently seek reimbursement from the other sources shown in Project A: Project Control Information. Pro-rated basis, as used herein, equals the amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT to a phase, divided by the total funding for the phase, as shown in Appendix A: Project Control Information. For any Request for Reimbursement which includes such expenditures, PROJECT SPONSOR shall (i) report the total expenditures during the reimbursement period, (ii) indicate the percentage of the total expenditures for the phase expected to be funded by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and (iii) request reimbursement for the dollar amount which equals the product of such total expenditures and such percentage.

12. ALAMEDA CTC approval of PROJECT SPONSOR submitted Requests for Reimbursement will be contingent on the submittal of progress reports and deliverables by PROJECT SPONSOR as required by this AGREEMENT. In the event that progress reports and deliverables are not complete and current, approval of Requests for Reimbursement shall be withheld until an acceptable remedy has been implemented and approved by ALAMEDA CTC. If PROJECT SPONSOR fails to submit the required deliverables or otherwise fails

to meet the reporting and invoicing requirements of this AGREEMENT, ALAMEDA CTC may deobligate funds from the PROJECT and this AGREEMENT. Not less than thirty (30) days prior to the effective date of any such action, ALAMEDA CTC will endeavor to notify PROJECT SPONSOR in writing that the required deliverables, invoicing and reporting is overdue.

13. Request for Reimbursements submitted after the Agreement Expiration Date identified in Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT will be ineligible for reimbursement by ALAMEDA CTC unless an exception is requested by the PROJECT SPONSOR no less than sixty (60) days before the Agreement Expiration Date, and the exception is approved by ALAMEDA CTC. ALAMEDA CTC will deobligate any remaining ALAMEDA CTC ADMINISTERED FUNDS from PROJECT and this AGREEMENT.

14. Each Right-of-Way transaction which is funded either wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be subject to repayment or reimbursement to ALAMEDA CTC under ALAMEDA CTC Policies in effect as of the effective date of this AGREEMENT, irrespective of the party holding title to the real estate which is the subject of the Right-of-Way transaction in question. The parties agree that Section III.15(a) through Section III.15(f), the provisions of which are intended to provide further detail regarding the application of such Policies, shall govern the extent to which such repayment is required and the conditions applicable to any such repayment. If such Policies are amended after the effective date of this AGREEMENT by ALAMEDA CTC, the PROJECT SPONSOR and ALAMEDA CTC shall execute an amendment to this AGREEMENT which references the revised Policies.

15. For the purposes of the following provisions, "ALAMEDA CTC Share" shall mean the percentage share of the original property purchase price funded by ALAMEDA CTC ADMINISTERED FUNDS (i.e., if the purchase was fully funded by ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC Share shall equal 100%); any appraisal required under Section III.15(a) and Section III.15(f) only, shall be conducted at no cost to ALAMEDA CTC; "Fair Market Value" of a given property shall mean the net proceeds from the sale of such property if such sale occurs in an open market transaction or by auction, or the value of the property determined by an independent third-party appraisal of the property if some or all of the property is retained by PROJECT SPONSOR or otherwise transferred to any other party without an auction or open market transaction; and "CPI" means the Consumer Price Index, All Items for All Urban Consumers, San Francisco-Oakland, San Jose, CA.

a. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition, and the PROJECT is cancelled or otherwise does not begin construction within five (5) years after the effective date of AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after such cancellation decision or the expiration of such five (5) year period, reimburse ALAMEDA CTC for the greater of the following: ALAMEDA CTC Share of the property's Fair Market Value or the full amount of ALAMEDA CTC ADMINISTERED FUNDS used to acquire the property, as escalated by the increase in the CPI during the most recent period for which CPI data is available which is equal in length to the period between the date ALAMEDA CTC ADMINISTERED FUNDS were paid to PROJECT SPONSOR and the date reimbursement is made to ALAMEDA CTC.

b. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition and only a portion of the acquired property is required for the PROJECT, and if the PROJECT begins construction within five (5) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after PROJECT completion, reimburse ALAMEDA CTC for ALAMEDA CTC Share of the Fair Market Value of any property determined to be "excess property".

c. If the PROJECT begins construction within five (5) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then except as provided in subparagraph (d) below, no reimbursement is due with respect to any property interest acquired for the project using ALAMEDA CTC ADMINISTERED FUNDS if the entirety of the acquired property is required for the PROJECT.

d. If PROJECT SPONSOR anticipates receiving net revenues (i.e., rental or other income generated by the property, less reasonable costs for insurance, maintenance and related items) from any property acquired using ALAMEDA CTC ADMINISTERED FUNDS, PROJECT SPONSOR shall notify ALAMEDA CTC on how PROJECT SPONSOR will use such revenue to offset other project costs, and document such revenue separately in project reimbursement requests.

e. If PROJECT is suspended, PROJECT SPONSOR shall pay all property management costs.

f. Property that is required for the PROJECT and acquired wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be available for PROJECT construction within ten (10) years of ALAMEDA CTC reimbursement to the PROJECT SPONSOR. If, after ten (10) years, PROJECT has not been completed, PROJECT SPONSOR shall reimburse ALAMEDA CTC Share of the fair market value of the property, based on the net proceeds from the sale of the property or an appraisal of the property conducted at no cost to ALAMEDA CTC, within one (1) year after the expiration of this ten (10) year period.

16. If condemnation procedures are required to obtain possession to Right-of-Way, ALAMEDA CTC will consider the required deposit as an eligible cost and reimburse the PROJECT SPONSOR upon request. PROJECT SPONSOR shall submit documentation of the final order of condemnation settlement within ninety (90) days after the date of the court recording of the final order of condemnation. If the amount of ALAMEDA CTC reimbursement to the PROJECT SPONSOR is higher than ALAMEDA CTC Share of the amount of settlement in the final order of condemnation, the PROJECT SPONSOR shall pay ALAMEDA CTC the difference between the amount reimbursed and ALAMEDA CTC Share of the amount settled plus ALAMEDA CTC Share of the interest accrued to the deposit account within one (1) year of the final order of condemnation.

17. PROJECT SPONSOR shall not initiate condemnation of any property until full funding for the construction of the PROJECT has been secured.

18. Reimbursement to PROJECT SPONSOR by ALAMEDA CTC for PROJECT Right-of-Way is limited to the following (and net of any relocation payments provided by other sources):

a. The cost to purchase all real property required for the PROJECT free and clear of liens and/or conflicting easements, including the costs for preparation of documents, negotiations and legal services.

b. The cost of damages to owners of the remainder of real property not actually taken but injuriously affected by PROJECT.

c. The cost of relocation payments and services provided to owners and occupants pursuant to the appropriate State laws and regulations when the PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

d. The cost of demolition and/or the sale of all improvements on the right-of-way. Proceeds from the sale of any such improvements shall be credited to the PROJECT and used to offset PROJECT costs.

e. The cost of all unavoidable utility relocation, protection or removal necessary for the completion of the PROJECT.

f. The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which PROJECT SPONSOR accepts responsibility and where the actual generator cannot be identified and recovery made.

19. If PROJECT SPONSOR materially breaches this AGREEMENT, including but not limited to failing to deliver the PROJECT within the schedule defined by this AGREEMENT without compelling reason, failing to file required progress reports in the time specified by this AGREEMENT, or failing to comply with applicable regulations, ALAMEDA CTC may either terminate this AGREEMENT or suspend payments to PROJECT SPONSOR until such time as PROJECT SPONSOR makes reasonable efforts to comply with this AGREEMENT.

20. Neither ALAMEDA CTC, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with the PROJECT. It is also understood and agreed, pursuant to Government Code Section 895.4, PROJECT SPONSOR shall fully defend, protect, indemnify and hold harmless ALAMEDA CTC, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT. If TFCA funds are obligated by this AGREEMENT, PROJECT SPONSOR shall also fully defend, protect, indemnify and hold harmless BAAQMD, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, from

any liability imposed on BAAQMD for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT.

21. Neither PROJECT SPONSOR, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, protect, indemnify and hold harmless PROJECT SPONSOR, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by ALAMEDA CTC in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT.

22. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT. This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and PROJECT SPONSOR and has no third-party beneficiaries.

23. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or for any other cause of action, will be subject to the statutes of limitations of the State of California.

24. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

25. This AGREEMENT shall terminate upon the Agreement Expiration Date identified in Appendix B: Funds Obligated by this AGREEMENT unless this AGREEMENT is extended by mutual agreement of the parties. Notwithstanding the foregoing, Sections I.7, I.19, III.21 and III.22 shall survive the termination or expiration of this AGREEMENT.

26. This AGREEMENT, including its Recitals and Appendices, constitutes the entire AGREEMENT. This AGREEMENT may be changed only as allowed in Sections III.1 and Section III.2 of this AGREEMENT or by a written amendment executed by both parties.

[Signatures on the next page]

CITY OF DUBLIN
(PROJECT SPONSOR)

By: _____
Linda Smith Date
City Manager

ALAMEDA COUNTY
TRANSPORTATION COMMISSION
(ALAMEDA CTC)

By: _____
Tess Lengyel Date
Executive Director

Recommended

By: _____
Gary Huisingh Date
Deputy Executive Director of
Capital Projects

Reviewed as to Budget/Financial Controls:

By: _____
Patricia Reavey Date
Deputy Executive Director of
Finance and Administration

Approved as to Legal Form:

By: _____
John Bakker Date
Legal Counsel to CITY OF DUBLIN

Approved as to Legal Form:

By: _____
Wendel Rosen LLP Date
Legal Counsel to ALAMEDA CTC

LIST OF APPENDICES

APPENDIX A: PROJECT CONTROL INFORMATION

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Appendix A-2	Project Scope Detail by Phase
Appendix A-3	Project Milestone Schedule
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Note: Appendix G is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

APPENDIX A

PROJECT CONTROL INFORMATION

Appendix Index

Appendix A-1	Project Description
Appendix A-2	Project Scope Detail by Phase
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Appendix A-6	Project Phase Cost Detail

APPENDIX A-1

PROJECT DESCRIPTION

Project Description:

The Safe Routes to Schools Project implements improvements near twelve schools in the City of Dublin. The proposed improvements were selected based upon recommendations of walk audits.

The funding obligated by this AGREEMENT is for developing design specifications leading up to major engineering and construction improvements including, but not limited to:

1. Installation of Rectangular Rapid Flashing Beacons (RRFBs) and other intersection improvements at 3 locations: Central Parkway and Aspen Street, Amador Valley Boulevard and Burton Street and at Grafton Street and Antone Way intersections.
2. Sidewalk Repair – Replacement of damaged sidewalk (approximately 18,920 square feet of sidewalk) on Village Parkway between Brighton Road and Tamarack Drive in the vicinity of Dublin High School and Fredrikson Elementary School.
3. Traffic Signal Modification - Addition of protected left turn phases northbound and southbound on Hibernia Drive to eliminate conflicts between pedestrians and left turning vehicles at the intersection of Central Parkway and Hibernia Drive.
4. Other Safety Improvements - General improvements at various locations include restriping crosswalks to high visibility type and upgrade of curb ramps to be compliant with existing ADA standards.

APPENDIX A-2

PROJECT SCOPE DETAIL BY PHASE

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

FINAL DESIGN

- Development of Final Design Plans and Specifications leading to the construction of safe routes to school improvements in Dublin.

CONSTRUCTION

- Consist of construction activities for the following:
  - Installation of Rectangular Rapid Flashing Beacons (RRFBs) and other intersection improvements at 3 locations: Central Parkway and Aspen Street, Amador Valley Boulevard and Burton Street and at Grafton Street and Antone Way intersections.
  - Traffic Signal Modification - Addition of protected left turn phases northbound and southbound on Hibernia Drive to eliminate conflicts between pedestrians and left turning vehicles at the intersection of Central Parkway and Hibernia Drive.
  - Other Safety Improvements - General improvements at various locations include restriping crosswalks to high visibility type and upgrade of curb ramps to be compliant with existing ADA standards.

APPENDIX A-3

PROJECT MILESTONE SCHEDULE

Phase/Milestone	Begin (Mo/Yr)	End (Mo/Yr)
Final Design (Plans, Specifications and Estimate (PS&E))	06/2022	12/2023
Construction		
Release Request for Proposal/Advertisement	01/2024	03/2024
Contract Award	03/2024	04/2024
Construction Activities	05/2024	11/2024
Project Closeout	10/2024	12/2024

APPENDIX A-4

PROJECT COST SUMMARY BY PHASE AND FUND SOURCE

This Project Cost Summary provides a project funding plan for all Project phases, regardless if funded through ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

PHASE	Alameda CTC Administered Funds	Sponsor Funds	Total Funding
	2010 Vehicle Registration Fee Disc-BP	Local Funds	
Final Design (PS&E)	$110,000	$40,000	**$150,000**
Construction	$390,000	$10,000	**$400,000**
Total Project Cost	**$500,000**	**$50,000**	**$550,000**

APPENDIX A-5

PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO

(Only Phases Funded with Alameda CTC Administered Funds)

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO				
PHASE	**Alameda CTC Administered Funds** **2010 Vehicle Registration Fee Disc-BP**	**Matching Funds**	**Total Funding**	**Reimbursement Ratio Percentage**
Final Design (PS&E)	$110,000	$40,000	**$150,000**	**73.33%**
Construction	$390,000	$10,000	**$400,000**	**97.50%**
Total Funding	**$500,000**	**$50,000**	**$550,000**	

Notes:

- PROJECT SPONSOR shall be reimbursed eligible costs in the percentage of Total ALAMEDA CTC ADMINISTERED FUNDS to Total Funding per the Reimbursement Ratio Percentage for each phase. Each Alameda CTC Administered Fund amount identified is a not-to-exceed amount. The Reimbursement Ratio is defined as ALAMEDA CTC ADMINISTERED FUNDS divided by the Total Funding.

APPENDIX A-6

PROJECT PHASE COST DETAIL

This Project Phase Cost Detail summarizes the total cost for each phase with ALAMEDA CTC ADMINISTERED FUNDS obligated in this AGREEMENT.

PHASE COST DETAIL			
FINAL DESIGN	**2010 Vehicle Registration Fee Disc-BP**	**Matching Funds**	**Total Cost**
Sponsor Staff/Labor Cost	$ -	$ -	$ -
Contract(s)/Other Direct Cost	$110,000	$40,000	**$150,000**
Total Phase Cost *(Staff + Contract Costs)*	**$110,000**	**$40,000**	**$150,000**

PHASE COST DETAIL			
CONSTRUCTION	**2010 Vehicle Registration Fee Disc-BP**	**Matching Funds**	**Total Cost**
Sponsor Staff/Labor Cost	$ -	$ -	$ -
Contract(s)/Other Direct Cost	$390,000	$10,000	**$400,000**
Total Phase Cost *(Staff + Contract Costs)*	**$390,000**	**$10,000**	**$400,000**

Notes:

- Contracts funded with any combination of Measure B, Measure BB, Vehicle Registration Fee and local funds that do not contain State or federal funds are subject to Alameda CTC's Local Business Contract Equity Program (refer to Appendix D).

APPENDIX B

ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

The following Table B-1 identifies the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT and establishes a unique allowable start date for each obligated fund source.

TABLE B-1
FUNDS OBLIGATED BY THIS AGREEMENT
AND ALLOWABLE START AND EXPENDITURE DEADLINE DATES

Fund Source	Fund Subset	Phase	Commission Approval Date	Allowable Start Date	Expenditure Deadline Date	Obligated Amount
2010 VRF	Disc-BP	Final Design	4/28/22	6/1/22	*The Agreement Expiration Date serves as the expenditure deadline date.*	$110,000
2010 VRF	Disc-BP	Construction	4/28/22	7/1/23		$390,000
Total Alameda CTC Administered Funds Obligated by AGREEMENT:						**$500,000**

Agreement Expiration Date:	**December 31, 2024**

Notes:

1. ALAMEDA CTC reimbursement amounts by fund source for PROJECT shall not exceed the total amount obligated by this AGREEMENT, by fund source.
2. The Commission Approval Date is the date of the meeting at which the Commission approved the allocation.
3. The Allowable Start Date identified for each fund source is the earliest date at which costs eligible for reimbursement by the fund source indicated may be incurred. Any costs incurred on the PROJECT before this date will not be eligible for reimbursement under this AGREEMENT.
4. The Expenditure Deadline Date is the last date by which eligible reimbursable costs may be incurred. Any costs incurred on the PROJECT after this date will not be eligible for reimbursement under this AGREEMENT.
5. The Agreement Expiration Date shall mean and refer to the expiration date of this AGREEMENT.
6. For TFCA funds obligated by this agreement, the Expenditure Deadline Date in the above table is two (2) years from the date when ALAMEDA CTC first received funds from BAAQMD, unless an extended deadline is approved at the time of programming or an extension has been approved by the ALAMEDA CTC. An estimated deadline date is noted in the above table if at the time of this agreement the Alameda CTC has yet to receive funds from BAAQMD. Extended deadlines will be reflected in an amended Table B-1, once approved.
7. For TFCA funds obligated by this agreement, the Commission may approve up to two one-year extensions to the Expenditure Deadline Date. Any additional extensions require approval from both ALAMEDA CTC and BAAQMD.

APPENDIX B (CONT.)

Reimbursement of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT shall be in accordance with the Drawdown Limitation Schedule below.

TABLE B-2 ALAMEDA CTC ADMINISTERED FUNDS REIMBURSEMENT - DRAWDOWN LIMITATION SCHEDULE					
No.	**Fiscal Year**	**Quarter**	**Fund Source**	**Drawdown Limitation Amount**	**Cumulative Drawdown Limitation Amount**
1	FY 22/23	Any	2010 VRF	$250,000	$250,000
2	FY 23/24	Any	2010 VRF	$250,000	$500,000

Notes:

1. Fiscal Year (FY) begins July 1 and ends June 30.
2. Quarter 1 begins July 1 and ends September 30; Quarter 2 begins October 1 and ends December 31; Quarter 3 begins January 1 and ends March 31; and Quarter 4 begins April 1 and ends June 30.
3. ALAMEDA CTC shall endeavor to transmit payments to PROJECT SPONSOR following the receipt and approval of a complete Request for Reimbursement(s) submitted by the PROJECT SPONSOR.
4. Actual reimbursements from ALAMEDA CTC to the PROJECT SPONSOR shall not exceed the Cumulative Drawdown Limitation Amount without Alameda CTC's written approval. Any portion of a reimbursement request, which exceeds the applicable Cumulative Drawdown Limitation without such prior approval by ALAMEDA CTC shall be deferred until the following quarter or until sufficient capacity in the cumulative drawdown limitation amount is achieved.

APPENDIX C

REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

The below table establishes the required minimum frequency for Requests for Reimbursement and Progress Reports. Requests for Reimbursements and Progress Reports are required either monthly, quarterly, or semi-annually, as indicated below with an "X".

REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY AND DUE DATES			
Frequency Required *(as checked)*	**Minimum Frequency**	**Period Covered**	**Due Dates**
☐	Monthly *(once every month)*	One month	By 30 days following the end of billed activity
☐	Quarterly *(once every 3 months)*	Quarter 1: 7/1– 9/30 Quarter 2: 10/1 – 12/31 Quarter 3: 1/1– 3/31 Quarter 4: 4/1– 6/30	By October 31st By January 31st By April 30th By July 31st
☒	Semi-annually *(once every 6 months)*	Quarters 1 & 2: 7/1 – 12/31 Quarters 3 & 4: 1/1 – 6/30	By January 31st By July 31st
☐	Annually *(TFCA Annual Report)*	Fiscal Year: 7/1 – 6/30	By July 31st
☒	Final Request for Reimbursement	Any work period eligible under Appendix B.	Must be submitted prior to the Agreement Expiration Date

Notes:

1. For all projects, the maximum frequency for Requests for Reimbursement is one (1) per month.
2. If no costs were incurred during the reporting period, a progress report for the corresponding period is still required.
3. TFCA funding requires annual reporting to BAAQMD in addition to the minimum required frequency for Alameda CTC progress reports and invoices.
4. Requests for Reimbursement must be submitted prior to the Agreement Expiration Date in order to be eligible for reimbursement.

REQUEST FOR REIMBURSEMENT AND REPORTING FORMS

Any PROJECT SPONSOR awarded ALAMEDA CTC Administered Funds shall use the following forms included in the link below for progress reporting, final reporting, request for reimbursements, and requests for amendments to this funding agreement. Note that the format and required content of these forms is subject to change.

List of Downloadable Forms: https://www.alamedactc.org/funding/reporting-and-grant-forms/

1. Request for Reimbursement (RFR) Form
2. Alameda CTC Progress Report Form
3. Alameda CTC Final Report Form
4. Transportation Fund for Clean Air Program Reporting Forms (Interim and Final Report)
5. Amendment Request Form

APPENDIX D

LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS

As noted in Section I.14, PROJECT SPONSOR is obligated to comply with all applicable provisions of the Alameda CTC Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto.

LBCE Program Substitution: The LBCE Program allows substitution of Alameda CTC's program if a sponsor agency's local preference program has been approved in writing by the Alameda CTC's LBCE Liaison Officer. This approval letter from Alameda CTC shall be attached as part of Appendix D.

The following resources are available to guide Project Sponsors through the LBCE Program requirements for procurement and contracting processes:

- Sample template language for professional and construction services is available from ALAMEDA CTC's website: https://www.alamedactc.org/get-involved/contract-equity

- Prime and Subconsultant/Subcontractor Local Business Enterprise, Small Local Business Enterprise and Very Small Local Business Enterprise Utilization Form: https://www.alamedactc.org/get-involved/contracting-forms/

- The LBCE Program Guidelines, available at the above link, includes a Project Sponsor Responsibility Checklist. Appendix B of the LBCE Program Guidelines identifies the Responsibilities of Sponsor Agencies.

- Direct inquiries about the LBCE Program to ALAMEDA CTC's LBCE Liaison Officer:

  Seung Cho
  Director of Procurement and Information Technology
  Alameda County Transportation Commission
  Email: scho@alamedactc.org
  Phone: (510) 208-7472

APPENDIX E

DELIVERABLES AND DUE DATES

Project Deliverables and Due Dates: The Deliverables and Due Dates table below shows deliverables and due dates, if any, for the phases listed in Appendix A-2 Project Phase Descriptions that contain ALAMEDA CTC ADMINISTERED FUNDS.

Deliverables and Due Dates		
No.	**Description**	**Due Date to Alameda CTC**
1	Progress Report #1: July to December, 2022	January 31, 2023
2	Copy of Request for Proposal for professional services	January 31, 2023
3	Progress Report #2: January to June, 2023	July 31, 2023
4	Progress Report #3 July to December, 2023	January 31, 2024
5	Copy of Final Plans and Specifications	January 31, 2024
6	Copy of Request for Proposal for Construction	January 31, 2024
7	Progress Report #4: January to June, 2024	July 31, 2024
8	Copy of Photos or resolution to confirm construction completion	By the Agreement Expiration Date
9	Final Invoice	By the Agreement Expiration Date
10	Final Report	By the Agreement Expiration Date

Note:

- Per Section III.19 of AGREEMENT, Alameda CTC may withhold payment of reimbursement requests until past due deliverables are received and approved.

APPENDIX F

PROJECT PERFORMANCE MEASURES

Project Performance Measures: The Project Performance Measures and Targets describes what outcome-based performance measure(s) the PROJECT SPONSOR plans to evaluate to ensure that the project/program is meeting its objectives.

Appendix F is Not Applicable.

APPENDIX G

TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

The contents of Appendix G are only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

Appendix Index

Appendix G-1	TFCA Project Number and "Years of Effectiveness"
Appendix G-2	BAAQMD-approved TFCA County Program Manager Fund Policies
Appendix G-3	Minimum required insurance for TFCA-funded projects
Appendix G-4	Reporting Forms to BAAQMD for TFCA-funded projects

Alameda CTC Agreement No. A22-0027
Project No. 1571000

PROJECT FUNDING AGREEMENT
between
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF DUBLIN
for the
DUBLIN DOWNTOWN STREETSCAPE PLAN IMPLEMENTATION

This Project Funding Agreement ("AGREEMENT"), dated for reference purposes only as of July 22, 2021, is by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency ("ALAMEDA CTC"), and the CITY OF DUBLIN, a public agency ("PROJECT SPONSOR").

This AGREEMENT obligates funds from one or more ALAMEDA CTC administered funding programs as indicated below, and as further specified in Appendix A: Project Control Information and Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT, for the PROJECT, as such term is defined in Recital K below.

☒ 2000 Measure B
☐ 2014 Measure BB
☒ Vehicle Registration Fee
☐ Transportation Fund for Clean Air
☐ CMA TIP

RECITALS

A. The voters of Alameda County, pursuant to the provisions of the Bay Area County Traffic and Transportation Funding Act, Public Utilities Code Section 131000, et seq., approved Measure B at the General Election held in November 1986, authorizing the collection of a one-half cent transaction and use tax over a fifteen (15)-year period to address major transportation needs and congestion in Alameda County and giving Alameda County Transportation Authority ("ACTA") the responsibility for the administration of the proceeds of the tax. The proceeds from the 1986 Measure B tax have been and continue to be used to pay for investments as outlined in the 1986 Alameda County Transportation Expenditure Plan ("1986 TEP"), as it may be amended. Although collection of the 1986 Measure B tax ceased in 2002, capital projects funded wholly or in part by 1986 Measure B funds are still being delivered using these funds.

B. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, Public Utilities Code Section 180000, et seq., approved the reauthorization of Measure B at the General Election held on November 7, 2000, authorizing the collection of a one-half cent transaction and use tax to be collected for twenty (20) years beginning April 1, 2002 and giving Alameda County Transportation Improvement Authority ("ACTIA") responsibility for the administration of the proceeds of the tax.. The proceeds from the 2000 Measure B tax have been and continue to be used to pay for investments as outlined in the 2000 Alameda County Transportation Expenditure Plan ("2000 TEP"), as it may be amended.

C. The voters of Alameda County, pursuant to Section 65089.20 of the Government Code, approved Measure F, the Vehicle Registration Fee ("VRF"), authorizing Alameda County Congestion Management Agency ("ACCMA") to administer the proceeds from a $10 per year vehicle registration fee on each annual motor-vehicle registration in Alameda County, starting with registrations effective July 2011 with collection beginning in May 2011, six months following approval of Measure F. Vehicles subject to the VRF include all motorized vehicles, including passenger cars, light-duty trucks, medium-duty trucks, heavy-duty trucks, buses of all sizes, motorcycles, and motorized camper homes, unless vehicles are expressly exempted from the payment of the VRF.

D. By resolutions adopted by the ACTA and ACTIA Boards on June 24, 2010, all of ACTA's functions and responsibilities were assigned to, and accepted by, ACTIA. On that same date, the ACTIA and ACCMA Boards took the final actions to create ALAMEDA CTC, a joint powers authority with all responsibilities of ACTIA and ACCMA. Pursuant to resolutions adopted by the ACTIA and ACCMA Boards and the Commission of ALAMEDA CTC, ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors' functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC.

E. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., approved Measure BB at the General Election held on November 4, 2014, authorizing the extension of an existing one-half of one percent transaction and use tax scheduled to terminate on March 31, 2022, and the augmentation of the tax by one-half of one percent, and giving ALAMEDA CTC responsibility for the administration of the proceeds of the 2014 Measure BB tax. The duration of the 2014 Measure BB tax will be 30 years from the initial year of collection, which began April 1, 2015, with said tax to terminate/expire on March 31, 2045. The proceeds from the 2014 Measure BB will be used to pay for investments as outlined in the 2014 Alameda County Transportation Expenditure Plan ("2014 TEP"), as it may be amended.

F. As the Transportation Fund for Clean Air ("TFCA") Program Manager in Alameda County, ALAMEDA CTC annually programs 40 percent of the TFCA funds collected in Alameda County. ALAMEDA CTC receives these funds from the Bay Area Air Quality Management District ("BAAQMD"), and then distributes these funds on a reimbursement basis to eligible project sponsors.

G. ALAMEDA CTC is continuing the implementation of the CMA Exchange Program, originally established by the ACCMA, for the purpose of providing local or otherwise unrestricted funds to ALAMEDA CTC for use in projects and programs adopted into the CMA Transportation Improvement Program ("CMA TIP") by ALAMEDA CTC.

H. The funding programs administered by ALAMEDA CTC and available for projects and programs that benefit the Alameda County transportation system, consisting of 1986 Measure B, 2000 Measure B, 2014 Measure BB, VRF, TFCA, and CMA TIP, are collectively defined as and shall be referenced herein as the "ALAMEDA CTC ADMINISTERED FUNDS". Requirements related to 2000 Measure B, VRF and 2014 Measure BB Direct Local Distribution ("DLD") funding distributed pursuant to 2000 Measure B, VRF and 2014 Measure BB Transportation Expenditure Plans are covered by separate agreements between ALAMEDA CTC and DLD recipients.

I. Measure B, Measure BB, VRF, and TFCA funds obligated by this AGREEMENT shall be programmed, allocated, and expended for the purpose defined and in accordance with the provisions set forth in the applicable transportation expenditure plans, or the BAAQMD-approved TFCA County Program Manager Policies.

J. ALAMEDA CTC programs and allocates ALAMEDA CTC ADMINISTERED FUNDS through the ALAMEDA CTC Comprehensive Investment Plan ("CIP") that is updated periodically to summarize the programming and allocations of ALAMEDA CTC ADMINISTERED FUNDS, and the policies, procedures and requirements related to the expenditure of ALAMEDA CTC ADMINISTERED FUNDS.

K. The PROJECT SPONSOR is implementing a project or program ("PROJECT") that is eligible for ALAMEDA CTC ADMINISTERED FUNDS. The PROJECT and the strategy to implement the PROJECT are described in greater detail in Appendix A: Project Control Information.

L. This AGREEMENT obligates funds from one or more of ALAMEDA CTC administered funding programs as specified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement, for the PROJECT and the phase(s) described in Appendix A: Project Control Information. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are available to reimburse eligible costs incurred by PROJECT SPONSOR for the PROJECT and the phase(s) described in Appendix A: Project Control Information.

M. The issuance of bonds or another financing mechanism are possible funding options as part of ALAMEDA CTC administered funding programs to meet cash flow requirements of each individual program based on current schedule and project delivery information.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION I

PROJECT SPONSOR AGREES:

1. PROJECT SPONSOR shall implement the PROJECT in accordance with all requirements in this AGREEMENT and the following appendices attached hereto and incorporated herein by reference.

   a. Appendix A: Project Control Information
   b. Appendix B: Alameda CTC Administered Funds Obligated by this Agreement
   c. Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements
   d. Appendix D: Local Business Contract Equity Program
   e. Appendix E: Deliverables and Due Dates
   f. Appendix F: Project Performance Measures
   g. Appendix G: Transportation Fund for Clean Air Policies and Requirements

2. PROJECT SPONSOR shall perform the necessary work associated with the PROJECT required to implement PROJECT as described in Appendix A: Project Control Information.

3. PROJECT SPONSOR shall inform ALAMEDA CTC in writing of any changes to the information contained in Appendix A: Project Control Information as soon as PROJECT SPONSOR becomes aware of such changes. Per Section III.2, any change that requires an amendment to this AGREEMENT must be approved by ALAMEDA CTC prior to PROJECT SPONSOR implementing the change.

4. PROJECT SPONSOR shall commit to the timing of ALAMEDA CTC ADMINISTERED FUNDS as described in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. PROJECT SPONSOR shall expend ALAMEDA CTC ADMINISTERED FUNDS received under this AGREEMENT in accordance with all applicable provisions of law and shall return to ALAMEDA CTC all funds that are not expended in accordance with all applicable provisions of law.

6. PROJECT SPONSOR shall be responsible for costs in excess of the total funding obligations shown in Appendix A: Project Control Information. Costs in excess of the total funding obligations will not be reimbursed with ALAMEDA CTC ADMINISTERED FUNDS unless this AGREEMENT is amended in writing or the parties execute a separate agreement for a subsequent phase of the PROJECT.

7. PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, funds realized from the sale of any vehicle(s) purchased with ALAMEDA CTC ADMINISTERED FUNDS, if the sale of the vehicle(s) is completed prior to the last day of the last year listed as the PROJECT'S "Years of Effectiveness" as identified in either Appendix A: Project Control Information or Appendix G: Transportation Fund for Clean Air Policies and Requirements, as applicable. The amount of sale proceeds required to be returned to ALAMEDA CTC shall be proportional to the percentage of ALAMEDA CTC ADMINISTERED FUNDS originally used to purchase the vehicle(s).

8. PROJECT SPONSOR staff costs for any local agency which receives DLD funding shall not be eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS allocated to the PROJECT unless staff costs are specifically identified as eligible in Appendix A: Project Control Information. Staff costs included in Appendix A are limited to project implementation costs. Staff costs related to the administration of this AGREEMENT including preparation of requests for reimbursement or progress reports are ineligible for reimbursement. PROJECT SPONSOR staff costs funded by other sources can be included in the total cost for the purpose of meeting the cost and risk sharing provisions of this AGREEMENT.

9. PROJECT SPONSOR staff costs eligible for reimbursement may include the individual's actual hourly wage plus a fringe benefit rate, as approved by a cognizant agency or an independent auditor, of up to a maximum of 70% of the hourly wage. Staff costs also may include direct costs including contracted services, such as legal counsel, that are considered an extension of the PROJECT SPONSOR'S staff.

10. PROJECT SPONSOR overhead, or "indirect," costs are not eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and shall not be included in the total

eligible PROJECT cost calculations used to determine the ALAMEDA CTC ADMINISTERED FUNDS share of such total eligible PROJECT costs.

11. The cost of maintenance, security, or protection performed by PROJECT SPONSOR or third-party contractors during any temporary suspension of activities associated with the PROJECT will not be considered an eligible cost for reimbursement by ALAMEDA CTC.

12. PROJECT SPONSOR shall advertise, award and administer all professional services contracts for PROJECT work not performed by PROJECT SPONSOR.

13. PROJECT SPONSOR shall invite ALAMEDA CTC staff to participate as a voting member of PROJECT SPONSOR's selection panel for the selection of all professional consultants, and furnish drafts of all professional services contracts, upon ALAMEDA CTC's request.

14. All locally funded contracts approved by PROJECT SPONSOR, funded wholly or in part with Measure B, Measure BB, and/or Vehicle Registration Fee funds administered by ALAMEDA CTC, except for contracts that also include state and/or federal funds or contracts funding non-capital projects (e.g., transit operations), are required to comply with ALAMEDA CTC's Local Business Contract Equity (LBCE) Program as listed and described in Appendix D: Local Business Contract Equity Program Requirements. PROJECT SPONSOR shall comply with the reporting requirements set forth in the LBCE Program and provide the required information to ALAMEDA CTC in accordance with Appendix D for all contracts partially or wholly funded by ALAMEDA CTC, whether or not the specific contract is subject to the LBCE Program.

15. PROJECT SPONSOR shall require insurance coverage that names ALAMEDA CTC, its governing body, officers, employees and consultants as additional insureds of the PROJECT SPONSOR, professional services consultants and subconsultants, construction services contractors and subcontractors, volunteer service individuals, and any other contractors or subcontractors involved with the PROJECT on all insurance required by PROJECT SPONSOR for PROJECT. PROJECT SPONSOR shall keep and maintain insurance certificates and policy endorsements evidencing the policies on file, and furnish the same to ALAMEDA CTC upon request. ALAMEDA CTC will not be responsible for any premiums or assessments on any policy. If this AGREEMENT includes any TFCA funds, PROJECT SPONSOR shall also comply with the insurance requirements specified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

16. PROJECT SPONSOR shall provide ALAMEDA CTC with periodic (i.e., monthly, quarterly or semi-annually) progress reports describing the current status of the PROJECT. The required progress reporting frequency schedule and forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. Progress reports are due by the last day of each calendar month following the established reporting period in which the work was performed. These reports shall include PROJECT status information such as the scope of work completed to date, total costs incurred, future actions, project performance, issues identification, changes to scope or schedule, and any additional relevant information requested by ALAMEDA CTC.

17. PROJECT SPONSOR shall submit to ALAMEDA CTC a Request for Reimbursement in accordance with the minimum required invoicing frequency established for the PROJECT, but not more than one such request per month, for reimbursement of eligible PROJECT costs and expenses incurred by PROJECT SPONSOR. The required minimum invoicing frequency and invoice forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. If PROJECT SPONSOR does not incur any reimbursable expenses during the minimum invoicing period, in lieu of submitting an invoice, PROJECT SPONSOR shall submit a letter or a statement as part of the required progress report for the same period confirming that no reimbursable costs were incurred during the given period. If PROJECT SPONSOR requests reimbursement for costs incurred as a result of a contract or agreement with a third party that contains a contract value of $50,000 or greater, e.g. a consultant, contractor or other entity, PROJECT SPONSOR shall submit an electronic copy of the fully executed contract or agreement to ALAMEDA CTC prior to ALAMEDA CTC authorizing reimbursement of such costs. Supporting documentation for the Request for Reimbursement packages includes copies of invoices from vendors, consultants, or contractors and summaries of eligible PROJECT SPONSOR staff time charges. PROJECT SPONSOR may suggest an alternative method, subject to approval in advance by ALAMEDA CTC, to document staff costs charged to the PROJECT.

18. PROJECT SPONSOR shall provide a Parcel and Utility Agreement Tracking Log upon ALAMEDA CTC's request, if the PROJECT includes the acquisition of right-of-way and/or the relocation or protection of utility facilities.

19. PROJECT SPONSOR shall keep all necessary PROJECT records to demonstrate compliance with this AGREEMENT, including documentation of activities, performance, progress reports, final report, expenses and charges to support invoices submitted to ALAMEDA CTC and other PROJECT reporting requirements as described in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements in one central location for a period of not less than five (5) years after the later of (i) ALAMEDA CTC's payment of the final invoice, (ii) the PROJECT SPONSOR'S submittal of the Final Report for ALAMEDA CTC ADMINISTERED FUNDS under this AGREEMENT, and (iii) the end of the PROJECT'S established "Years of Effectiveness" period (as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements) if any TFCA funds are provided under this AGREEMENT.

a. PROJECT SPONSOR and PROJECT SPONSOR's contractors and subcontractors shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts.

b. PROJECT SPONSOR shall allow ALAMEDA CTC or its authorized representatives to inspect, audit, or make copies of any PROJECT records for a period of five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR'S submittal of the Final Report. The same access also shall be granted to BAAQMD or its authorized representatives for TFCA funds obligated by this AGREEMENT.

20. PROJECT SPONSOR shall comply with all of the following publicity requirements to inform the public on the use of ALAMEDA CTC ADMINISTERED FUNDS on the PROJECT.

a. PROJECT SPONSOR shall credit ALAMEDA CTC as a funding source and display the approved ALAMEDA CTC logo, where practical, on construction informational signs, vehicles or equipment operated or obtained as part of the PROJECT, and on any publicly distributed information (e.g., fact sheets, flyers, brochures, maps, schedules, websites, press releases), created for or associated with the PROJECT. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source and display the BAAQMD-approved TFCA logo.

b. PROJECT SPONSOR shall provide updated and accurate PROJECT information on the PROJECT SPONSOR's website, or create such a website if none exists, and provide a link to ALAMEDA CTC website.

c. PROJECT SPONSOR shall publish an article in a printed or electronically distributed publication such as a newsletter, local newspaper, e-publications, or website highlighting the PROJECT and the use of ALAMEDA CTC ADMINISTERED FUNDS at least once per fiscal year. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source.

d. PROJECT SPONSOR shall document compliance with the publicity requirements and furnish such documentation upon request, and regularly through the progress and final reporting required by this AGREEMENT, through evidence such as photos of construction and vehicle signage, copies of print, electronic and other media published to satisfy this requirement. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also document that the BAAQMD was credited as a funding source and the BAAQMD-approved TFCA logos were displayed.

e. PROJECT SPONSOR shall notify ALAMEDA CTC and request an exemption as soon as it is reasonably known that the PROJECT SPONSOR is unable to fulfill the requirements under this Section I.20 due to extraordinary circumstances.

21. PROJECT SPONSOR shall, to the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 et seq.), place in the public domain any software, written document, or other product developed with ALAMEDA CTC ADMINISTERED FUNDS received through this AGREEMENT.

22. PROJECT SPONSOR shall participate, upon the request of ALAMEDA CTC, in a Public Awareness Program in partnership with ALAMEDA CTC and/or its community advisory committees as a means of informing the public of the benefits derived from the use of ALAMEDA CTC ADMINISTERED FUNDS.

23. PROJECT SPONSOR shall obtain all state, local and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations.

24. PROJECT SPONSOR shall render a report or answer any and all inquiries, upon ALAMEDA CTC's request, in regards to its receipt of ALAMEDA CTC ADMINISTERED FUNDS, compliance audit findings, and usage of ALAMEDA CTC ADMINISTERED FUNDS before the ALAMEDA CTC Commission, Independent Watchdog Committee, and/or community advisory committees, as applicable.

25. For TFCA funds obligated by this AGREEMENT, a PROJECT SPONSOR who has failed a BAAQMD financial or performance audit for the PROJECT will be excluded from receiving an award of any TFCA funds for five (5) years from the date of BAAQMD's final audit determination. Existing TFCA funds already awarded to the SPONSOR will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed BAAQMD financial audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed BAAQMD performance audit means that the PROJECT was not implemented in accordance with the AGREEMENT. SPONSOR shall be afforded a reasonable amount of time to address/cure adverse audit findings.

26. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, TFCA funds received under this Agreement if PROJECT is not maintained and/or operated throughout, and at least until the conclusion of, its "Years of Effectiveness" as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

27. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall submit a TFCA Final Report to the ALAMEDA CTC. The required content for the TFCA Final Report is identified in the TFCA Final Report Form referenced in Appendix G.

SECTION II

ALAMEDA CTC AGREES:

1. ALAMEDA CTC shall make a good faith effort to provide all ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

2. ALAMEDA CTC shall assist PROJECT SPONSOR when able, upon request and as necessary, in resolving issues related to the PROJECT.

3. ALAMEDA CTC shall provide a copy of its approved logo for PROJECT SPONSOR to use as required by this AGREEMENT.

4. ALAMEDA CTC shall provide notice to the PROJECT SPONSOR of any and all expenditures made by PROJECT SPONSOR, which are not in compliance with the AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS promptly after ALAMEDA CTC becomes aware of any such expenditures.

5. ALAMEDA CTC shall provide timely notice to PROJECT SPONSOR prior to conducting an audit of expenditures made by PROJECT SPONSOR to determine whether such expenditures are compliant with this AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. That ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT may be shifted between the phases of the PROJECT or between activities in the same phase of the PROJECT, so long as each of the following occurs: 1) PROJECT SPONSOR submits a written amendment request that provides revised and updated Appendix A: Project Control Information forms documenting the requested funding obligation shift and demonstrating to ALAMEDA CTC's satisfaction that the phase or activity from which the funds were shifted remains fully funded, and 2) the parties execute an amendment to this AGREEMENT incorporating the revised and updated Appendix A forms as described above, which amendment shall be approved by ALAMEDA CTC pursuant to applicable ALAMEDA CTC policies.

2. ALAMEDA CTC and the PROJECT SPONSOR may jointly authorize an "Administrative Amendment" for any minor schedule revisions, deliverables, or budget revisions that do not increase the total ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT. Any change in the PROJECT scope of work must be approved by ALAMEDA CTC prior to implementation of the change by the PROJECT SPONSOR. Administrative amendment requests sent to ALAMEDA CTC must include a revised Appendix A: Project Control Information which reflects the requested changes by the PROJECT SPONSOR.

3. For the purposes of this AGREEMENT, (i) a "Contract" shall mean and refer to a third party agreement with the PROJECT SPONSOR for services related to PROJECT, including agreements with another public agency, consultant firm, contractor or entity; (ii) "PROJECT SPONSOR Staff" costs include costs for staff dedicated directly to project implementation, management, oversight, and/or project development and may include direct costs including contracted services, such as legal counsel, that are considered an extension of PROJECT SPONSOR Staff; (iii) "Capital" with respect to any Right-of-Way Capital phase shall mean and refer to the cost to acquire real property, access rights and other property interests; and (iv) "Agreement Expiration Date" shall mean and refer to the expiration date of this AGREEMENT.

4. Reimbursable costs will be limited to the costs shown in Appendix A: Project Control Information. Funds expended for work directly related to the phases of the PROJECT covered by this AGREEMENT prior to the applicable allowable start date identified in Appendix B: ALAMEDA CTC ADMINISTERED FUNDS Obligated by this AGREEMENT are ineligible for reimbursement pursuant to this AGREEMENT. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are subject to fund availability and any new requirements and policies imposed by ALAMEDA CTC. The AGREEMENT shall be amended, as necessary, to reflect the applicable requirements.

5. If additional local, state or federal funding is obtained to partially offset ALAMEDA CTC ADMINISTERED FUNDS planned for the PROJECT, ALAMEDA CTC ADMINISTERED FUNDS will not be

transferred from the PROJECT until after it is ensured that all phases of the PROJECT can be fully delivered. ALAMEDA CTC ADMINISTERED FUNDS offset by additional local, state or federal funding shall be available for PROJECT only after all other funding planned for PROJECT, as described in Appendix A: Project Control Information, has been committed and/or encumbered to the PROJECT.

6. Should any portion of PROJECT be financed with federal or state funds, all applicable laws, rules and policies relating to the use of such funds shall apply, notwithstanding other provisions of this AGREEMENT.

7. For TFCA funds obligated by this AGREEMENT, this AGREEMENT is subject to the current BAAQMD-approved TFCA County Program Manager Fund Policies included in Appendix G: Transportation Fund for Clean Air Policies and Requirements and any new requirements imposed by the BAAQMD upon ALAMEDA CTC with respect to the TFCA funds distributed hereunder. ALAMEDA CTC will only distribute TFCA funds under this AGREEMENT to the extent the documented project costs are eligible under the applicable BAAQMD TFCA Policies.

8. The laws of the State of California shall govern this AGREEMENT.

9. All correspondence and communications will contain ALAMEDA CTC project number and name for PROJECT in a clearly identifiable location. For projects with TFCA funds obligated by this AGREEMENT, all correspondence and communications will also contain the TFCA project number as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

10. ALAMEDA CTC reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and PROJECT SPONSOR agrees, and shall require its contractors and subcontractors to agree, to cooperate with ALAMEDA CTC by making all appropriate and relevant PROJECT records promptly available for audit and copying.

11. PROJECT costs incurred by PROJECT SPONSOR are only eligible for reimbursement on a pro-rated basis unless specifically provided for in Appendix A: Project Control Information, and PROJECT SPONSOR is expected to concurrently seek reimbursement from the other sources shown in Project A: Project Control Information. Pro-rated basis, as used herein, equals the amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT to a phase, divided by the total funding for the phase, as shown in Appendix A: Project Control Information. For any Request for Reimbursement which includes such expenditures, PROJECT SPONSOR shall (i) report the total expenditures during the reimbursement period, (ii) indicate the percentage of the total expenditures for the phase expected to be funded by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and (iii) request reimbursement for the dollar amount which equals the product of such total expenditures and such percentage.

12. ALAMEDA CTC approval of PROJECT SPONSOR submitted Requests for Reimbursement will be contingent on the submittal of progress reports and deliverables by PROJECT SPONSOR as required by this AGREEMENT. In the event that progress reports and deliverables are not complete and current, approval of Requests for Reimbursement shall be withheld until an acceptable remedy has been implemented and approved by ALAMEDA CTC. If PROJECT SPONSOR fails to submit the required deliverables or otherwise fails

to meet the reporting and invoicing requirements of this AGREEMENT, ALAMEDA CTC may deobligate funds from the PROJECT and this AGREEMENT. Not less than thirty (30) days prior to the effective date of any such action, ALAMEDA CTC will endeavor to notify PROJECT SPONSOR in writing that the required deliverables, invoicing and reporting is overdue.

13. Request for Reimbursements submitted after the Agreement Expiration Date identified in Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT will be ineligible for reimbursement by ALAMEDA CTC unless an exception is requested by the PROJECT SPONSOR no less than sixty (60) days before the Agreement Expiration Date, and the exception is approved by ALAMEDA CTC. ALAMEDA CTC will deobligate any remaining ALAMEDA CTC ADMINISTERED FUNDS from PROJECT and this AGREEMENT.

14. Each Right-of-Way transaction which is funded either wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be subject to repayment or reimbursement to ALAMEDA CTC under ALAMEDA CTC Policies in effect as of the effective date of this AGREEMENT, irrespective of the party holding title to the real estate which is the subject of the Right-of-Way transaction in question. The parties agree that Section III.15(a) through Section III.15(f), the provisions of which are intended to provide further detail regarding the application of such Policies, shall govern the extent to which such repayment is required and the conditions applicable to any such repayment. If such Policies are amended after the effective date of this AGREEMENT by ALAMEDA CTC, the PROJECT SPONSOR and ALAMEDA CTC shall execute an amendment to this AGREEMENT which references the revised Policies.

15. For the purposes of the following provisions, "ALAMEDA CTC Share" shall mean the percentage share of the original property purchase price funded by ALAMEDA CTC ADMINISTERED FUNDS (i.e., if the purchase was fully funded by ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC Share shall equal 100%); any appraisal required under Section III.15(a) and Section III.15(f) only, shall be conducted at no cost to ALAMEDA CTC; "Fair Market Value" of a given property shall mean the net proceeds from the sale of such property if such sale occurs in an open market transaction or by auction, or the value of the property determined by an independent third-party appraisal of the property if some or all of the property is retained by PROJECT SPONSOR or otherwise transferred to any other party without an auction or open market transaction; and "CPI" means the Consumer Price Index, All Items for All Urban Consumers, San Francisco-Oakland, San Jose, CA.

a. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition, and the PROJECT is cancelled or otherwise does not begin construction within five (5) years after the effective date of AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after such cancellation decision or the expiration of such five (5) year period, reimburse ALAMEDA CTC for the greater of the following: ALAMEDA CTC Share of the property's Fair Market Value or the full amount of ALAMEDA CTC ADMINISTERED FUNDS used to acquire the property, as escalated by the increase in the CPI during the most recent period for which CPI data is available which is equal in length to the period between the date ALAMEDA CTC ADMINISTERED FUNDS were paid to PROJECT SPONSOR and the date reimbursement is made to ALAMEDA CTC.

b. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition and only a portion of the acquired property is required for the PROJECT, and if the PROJECT begins construction within five (5) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after PROJECT completion, reimburse ALAMEDA CTC for ALAMEDA CTC Share of the Fair Market Value of any property determined to be "excess property".

c. If the PROJECT begins construction within five (5) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then except as provided in subparagraph (d) below, no reimbursement is due with respect to any property interest acquired for the project using ALAMEDA CTC ADMINISTERED FUNDS if the entirety of the acquired property is required for the PROJECT.

d. If PROJECT SPONSOR anticipates receiving net revenues (i.e., rental or other income generated by the property, less reasonable costs for insurance, maintenance and related items) from any property acquired using ALAMEDA CTC ADMINISTERED FUNDS, PROJECT SPONSOR shall notify ALAMEDA CTC on how PROJECT SPONSOR will use such revenue to offset other project costs, and document such revenue separately in project reimbursement requests.

e. If PROJECT is suspended, PROJECT SPONSOR shall pay all property management costs.

f. Property that is required for the PROJECT and acquired wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be available for PROJECT construction within ten (10) years of ALAMEDA CTC reimbursement to the PROJECT SPONSOR. If, after ten (10) years, PROJECT has not been completed, PROJECT SPONSOR shall reimburse ALAMEDA CTC Share of the fair market value of the property, based on the net proceeds from the sale of the property or an appraisal of the property conducted at no cost to ALAMEDA CTC, within one (1) year after the expiration of this ten (10) year period.

16. If condemnation procedures are required to obtain possession to Right-of-Way, ALAMEDA CTC will consider the required deposit as an eligible cost and reimburse the PROJECT SPONSOR upon request. PROJECT SPONSOR shall submit documentation of the final order of condemnation settlement within ninety (90) days after the date of the court recording of the final order of condemnation. If the amount of ALAMEDA CTC reimbursement to the PROJECT SPONSOR is higher than ALAMEDA CTC Share of the amount of settlement in the final order of condemnation, the PROJECT SPONSOR shall pay ALAMEDA CTC the difference between the amount reimbursed and ALAMEDA CTC Share of the amount settled plus ALAMEDA CTC Share of the interest accrued to the deposit account within one (1) year of the final order of condemnation.

17. PROJECT SPONSOR shall not initiate condemnation of any property until full funding for the construction of the PROJECT has been secured.

18. Reimbursement to PROJECT SPONSOR by ALAMEDA CTC for PROJECT Right-of-Way is limited to the following (and net of any relocation payments provided by other sources):

a. The cost to purchase all real property required for the PROJECT free and clear of liens and/or conflicting easements, including the costs for preparation of documents, negotiations and legal services.

b. The cost of damages to owners of the remainder of real property not actually taken but injuriously affected by PROJECT.

c. The cost of relocation payments and services provided to owners and occupants pursuant to the appropriate State laws and regulations when the PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

d. The cost of demolition and/or the sale of all improvements on the right-of-way. Proceeds from the sale of any such improvements shall be credited to the PROJECT and used to offset PROJECT costs.

e. The cost of all unavoidable utility relocation, protection or removal necessary for the completion of the PROJECT.

f. The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which PROJECT SPONSOR accepts responsibility and where the actual generator cannot be identified and recovery made.

19. If PROJECT SPONSOR materially breaches this AGREEMENT, including but not limited to failing to deliver the PROJECT within the schedule defined by this AGREEMENT without compelling reason, failing to file required progress reports in the time specified by this AGREEMENT, or failing to comply with applicable regulations, ALAMEDA CTC may either terminate this AGREEMENT or suspend payments to PROJECT SPONSOR until such time as PROJECT SPONSOR makes reasonable efforts to comply with this AGREEMENT.

20. Neither ALAMEDA CTC, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with the PROJECT. It is also understood and agreed, pursuant to Government Code Section 895.4, PROJECT SPONSOR shall fully defend, protect, indemnify and hold harmless ALAMEDA CTC, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT. If TFCA funds are obligated by this AGREEMENT, PROJECT SPONSOR shall also fully defend, protect, indemnify and hold harmless BAAQMD, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, from

any liability imposed on BAAQMD for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT.

21. Neither PROJECT SPONSOR, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, protect, indemnify and hold harmless PROJECT SPONSOR, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by ALAMEDA CTC in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT.

22. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT. This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and PROJECT SPONSOR and has no third-party beneficiaries.

23. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or for any other cause of action, will be subject to the statutes of limitations of the State of California.

24. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

25. This AGREEMENT shall terminate upon the Agreement Expiration Date identified in Appendix B: Funds Obligated by this AGREEMENT unless this AGREEMENT is extended by mutual agreement of the parties. Notwithstanding the foregoing, Sections I.7, I.19, III.21 and III.22 shall survive the termination or expiration of this AGREEMENT.

26. This AGREEMENT, including its Recitals and Appendices, constitutes the entire AGREEMENT. This AGREEMENT may be changed only as allowed in Sections III.1 and Section III.2 of this AGREEMENT or by a written amendment executed by both parties.

[Signatures on the next page]

CITY OF DUBLIN
(PROJECT SPONSOR)

By: _____
Linda Smith Date
City Manager

ALAMEDA COUNTY
TRANSPORTATION COMMISSION
(ALAMEDA CTC)

By: _____
Tess Lengyel Date
Executive Director

Recommended

By: _____
Gary Huisingh Date
Deputy Executive Director of
Capital Projects

Reviewed as to Budget/Financial Controls:

By: _____
Patricia Reavey Date
Deputy Executive Director of
Finance and Administration

Approved as to Legal Form:

By: _____
John Bakker Date
Legal Counsel to CITY OF DUBLIN

Approved as to Legal Form:

By: _____
Wendel Rosen LLP Date
Legal Counsel to ALAMEDA CTC

LIST OF APPENDICES

APPENDIX A: PROJECT CONTROL INFORMATION

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Note: Appendix G is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

APPENDIX A

PROJECT CONTROL INFORMATION

Appendix Index

Appendix A-1	Project Description
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APPENDIX A-1

PROJECT DESCRIPTION

Project Description:

The Downtown Dublin Streetscape Plan proposed several pedestrian and bicycle improvements in the downtown Dublin area.

The project will install a mid-block crosswalk on Regional Street between Dublin Boulevard and Amador Valley Boulevard in Downtown Dublin. This includes installation of Rectangular Rapid Flashing Beacons (RRFBs), a midblock crosswalk, bulbouts with opportunities for ornamental or stormwater planting and associated signing and striping improvements.

The proposed mid-block crosswalk will provide pedestrians with a safe crossing without having to walk long distances to commercial destinations on Regional Street. The crosswalk will also increase pedestrian visibility and encourage vehicles and cyclists to proceed at a reduced speed.

APPENDIX A-2

PROJECT SCOPE DETAIL BY PHASE

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

FINAL DESIGN

- Development of Final Design Plans and Specifications leading to the construction of the PROJECT

CONSTRUCTION

- Includes improvements on Regional Street between Dublin Boulevard and Amador Valley Boulevard in Downtown Dublin.
- Includes installation of Rectangular Rapid Flashing Beacons (RRFBs), a midblock crosswalk, bulbouts with opportunities for ornamental or stormwater planting and associated signing and striping improvements.

APPENDIX A-3

PROJECT MILESTONE SCHEDULE

Phase/Milestone	Begin (Mo/Yr)	End (Mo/Yr)
Final Design (Plans, Specifications and Estimate (PS&E))	04/2022	12/2022
Construction		
Release Request for Proposal / Advertisement	01/2023	02/2023
Contract Award	03/2023	04/2023
Construction Activities	06/2023	12/2023
Project Closeout	12/2023	06/2024

APPENDIX A-4

PROJECT COST SUMMARY BY PHASE AND FUND SOURCE

This Project Cost Summary provides a project funding plan for all Project phases, regardless if funded through ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

PHASE	Alameda CTC Administered Funds		Sponsor Funds	Total Funding
	2000 Measure B Disc-TCD	2010 Vehicle Registration Fee Disc-BP	Local Funds	
Final Design (PS&E)	$41,000	$ -	$14,000	**$55,000**
Construction	$ -	$226,000	$75,000	**$301,000**
Total Project Cost	**$41,000**	**$226,000**	**$89,000**	**$356,000**

APPENDIX A-5

PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO

(Only Phases Funded with Alameda CTC Administered Funds)

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO					
PHASE	**Alameda CTC Administered Funds**		**Matching Funds**	**Total Funding**	**Reimbursement Ratio Percentage**
	2000 Measure B Disc-TCD	**2010 Vehicle Registration Fee Disc-BP**			
Final Design (PS&E)	$41,000	$ -	$14,000	**$55,000**	**74.55%**
Construction	$ -	$226,000	$75,000	**$301,000**	**75.08%**
Total Funding	**$41,000**	**$226,000**	**$89,000**	**$356,000**	

Notes:

- PROJECT SPONSOR shall be reimbursed eligible costs in the percentage of Total ALAMEDA CTC ADMINISTERED FUNDS to Total Funding per the Reimbursement Ratio Percentage for each phase. Each Alameda CTC Administered Fund amount identified is a not-to-exceed amount. The Reimbursement Ratio is defined as ALAMEDA CTC ADMINISTERED FUNDS divided by the Total Funding.

APPENDIX A-6

PROJECT PHASE COST DETAIL

This Project Phase Cost Detail summarizes the total cost for each phase with ALAMEDA CTC ADMINISTERED FUNDS obligated in this AGREEMENT.

PHASE COST DETAIL			
FINAL DESIGN	**2000 Measure B Disc-TCD**	**Matching Funds**	**Total Cost**
Sponsor Staff/Labor Cost	$ -	$ -	$ -
Contract(s)/Other Direct Cost	$41,000	$14,000	**$55,000**
Total Phase Cost *(Staff + Contract Costs)*	**$41,000**	**$14,000**	**$55,000**

PHASE COST DETAIL			
CONSTRUCTION	**2010 Vehicle Registration Fee Disc-BP**	**Matching Funds**	**Total Cost**
Sponsor Staff/Labor Cost	$ -	$ -	$ -
Contract(s)/Other Direct Cost	$226,000	$75,000	**$301,000**
Total Phase Cost *(Staff + Contract Costs)*	**$226,000**	**$75,000**	**$301,000**

Notes:

- Contracts funded with any combination of Measure B, Measure BB, Vehicle Registration Fee and local funds that do not contain State or federal funds are subject to Alameda CTC's Local Business Contract Equity Program (refer to Appendix D).

APPENDIX B

ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

The following Table B-1 identifies the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT and establishes a unique allowable start date for each obligated fund source.

TABLE B-1
FUNDS OBLIGATED BY THIS AGREEMENT
AND ALLOWABLE START AND EXPENDITURE DEADLINE DATES

Fund Source	Fund Subset	Phase	Commission Approval Date	Allowable Start Date	Expenditure Deadline Date	Obligated Amount
2000 MB	Disc-TCD	Final Design	7/22/21	7/1/21	*The Agreement Expiration Date serves as the expenditure deadline date.*	$41,000
2010 VRF	Disc-BP	Construction	7/22/21	7/1/22		$226,000
Total Alameda CTC Administered Funds Obligated by AGREEMENT:						**$267,000**

Agreement Expiration Date:	**December 31, 2024**

Notes:

1. ALAMEDA CTC reimbursement amounts by fund source for PROJECT shall not exceed the total amount obligated by this AGREEMENT, by fund source.
2. The Commission Approval Date is the date of the meeting at which the Commission approved the allocation.
3. The Allowable Start Date identified for each fund source is the earliest date at which costs eligible for reimbursement by the fund source indicated may be incurred. Any costs incurred on the PROJECT before this date will not be eligible for reimbursement under this AGREEMENT.
4. The Expenditure Deadline Date is the last date by which eligible reimbursable costs may be incurred. Any costs incurred on the PROJECT after this date will not be eligible for reimbursement under this AGREEMENT.
5. The Agreement Expiration Date shall mean and refer to the expiration date of this AGREEMENT.
6. For TFCA funds obligated by this agreement, the Expenditure Deadline Date in the above table is two (2) years from the date when ALAMEDA CTC first received funds from BAAQMD, unless an extended deadline is approved at the time of programming or an extension has been approved by the ALAMEDA CTC. An estimated deadline date is noted in the above table if at the time of this agreement the Alameda CTC has yet to receive funds from BAAQMD. Extended deadlines will be reflected in an amended Table B-1, once approved.
7. For TFCA funds obligated by this agreement, the Commission may approve up to two one-year extensions to the Expenditure Deadline Date. Any additional extensions require approval from both ALAMEDA CTC and BAAQMD.

APPENDIX B (CONT.)

Reimbursement of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT shall be in accordance with the Drawdown Limitation Schedule below.

TABLE B-2 ALAMEDA CTC ADMINISTERED FUNDS REIMBURSEMENT - DRAWDOWN LIMITATION SCHEDULE					
No.	**Fiscal Year**	**Quarter**	**Fund Source**	**Drawdown Limitation Amount**	**Cumulative Drawdown Limitation Amount**
1	FY 21/22	Any	2000 MB	$41,000	$41,000
				Subtotal 2000 MB	**$41,000**
2	FY 22/23	Any	2010 VRF	$226,000	$226,000
				Subtotal 2010 VRF	**$226,000**

Notes:

1. Fiscal Year (FY) begins July 1 and ends June 30.
2. Quarter 1 begins July 1 and ends September 30; Quarter 2 begins October 1 and ends December 31; Quarter 3 begins January 1 and ends March 31; and Quarter 4 begins April 1 and ends June 30.
3. ALAMEDA CTC shall endeavor to transmit payments to PROJECT SPONSOR following the receipt and approval of a complete Request for Reimbursement(s) submitted by the PROJECT SPONSOR.
4. Actual reimbursements from ALAMEDA CTC to the PROJECT SPONSOR shall not exceed the Cumulative Drawdown Limitation Amount without Alameda CTC's written approval. Any portion of a reimbursement request, which exceeds the applicable Cumulative Drawdown Limitation without such prior approval by ALAMEDA CTC shall be deferred until the following quarter or until sufficient capacity in the cumulative drawdown limitation amount is achieved.

APPENDIX C

REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

The below table establishes the required minimum frequency for Requests for Reimbursement and Progress Reports. Requests for Reimbursements and Progress Reports are required either monthly, quarterly, or semi-annually, as indicated below with an "X".

REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY AND DUE DATES			
Frequency Required *(as checked)*	**Minimum Frequency**	**Period Covered**	**Due Dates**
☐	Monthly *(once every month)*	One month	By 30 days following the end of billed activity
☐	Quarterly *(once every 3 months)*	Quarter 1: 7/1– 9/30 Quarter 2: 10/1 – 12/31 Quarter 3: 1/1– 3/31 Quarter 4: 4/1– 6/30	By October 31st By January 31st By April 30th By July 31st
☒	Semi-annually *(once every 6 months)*	Quarters 1 & 2: 7/1 – 12/31 Quarters 3 & 4: 1/1 – 6/30	By January 31st By July 31st
☐	Annually *(TFCA Annual Report)*	Fiscal Year: 7/1 – 6/30	By July 31st
☒	Final Request for Reimbursement	Any work period eligible under Appendix B.	Must be submitted prior to the Agreement Expiration Date

Notes:

1. For all projects, the maximum frequency for Requests for Reimbursement is one (1) per month.
2. If no costs were incurred during the reporting period, a progress report for the corresponding period is still required.
3. TFCA funding requires annual reporting to BAAQMD in addition to the minimum required frequency for Alameda CTC progress reports and invoices.
4. Requests for Reimbursement must be submitted prior to the Agreement Expiration Date in order to be eligible for reimbursement.

REQUEST FOR REIMBURSEMENT AND REPORTING FORMS

Any PROJECT SPONSOR awarded ALAMEDA CTC Administered Funds shall use the following forms included in the link below for progress reporting, final reporting, request for reimbursements, and requests for amendments to this funding agreement. Note that the format and required content of these forms is subject to change.

List of Downloadable Forms: https://www.alamedactc.org/funding/reporting-and-grant-forms/

1. Request for Reimbursement (RFR) Form
2. Alameda CTC Progress Report Form
3. Alameda CTC Final Report Form
4. Transportation Fund for Clean Air Program Reporting Forms (Interim and Final Report)
5. Amendment Request Form

APPENDIX D

LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS

As noted in Section I.14, PROJECT SPONSOR is obligated to comply with all applicable provisions of the Alameda CTC Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto.

LBCE Program Substitution: The LBCE Program allows substitution of Alameda CTC's program if a sponsor agency's local preference program has been approved in writing by the Alameda CTC's LBCE Liaison Officer. This approval letter from Alameda CTC shall be attached as part of Appendix D.

The following resources are available to guide Project Sponsors through the LBCE Program requirements for procurement and contracting processes:

- Sample template language for professional and construction services is available from ALAMEDA CTC's website: https://www.alamedactc.org/get-involved/contract-equity

- Prime and Subconsultant/Subcontractor Local Business Enterprise, Small Local Business Enterprise and Very Small Local Business Enterprise Utilization Form: https://www.alamedactc.org/get-involved/contracting-forms/

- The LBCE Program Guidelines, available at the above link, includes a Project Sponsor Responsibility Checklist. Appendix B of the LBCE Program Guidelines identifies the Responsibilities of Sponsor Agencies.

- Direct inquiries about the LBCE Program to ALAMEDA CTC's LBCE Liaison Officer:

  Seung Cho
  Director of Procurement and Information Technology
  Alameda County Transportation Commission
  Email: scho@alamedactc.org
  Phone: (510) 208-7472

APPENDIX E

DELIVERABLES AND DUE DATES

Project Deliverables and Due Dates: The Deliverables and Due Dates table below shows deliverables and due dates, if any, for the phases listed in Appendix A-2 Project Phase Descriptions that contain ALAMEDA CTC ADMINISTERED FUNDS.

Deliverables and Due Dates		
No.	**Description**	**Due Date to Alameda CTC**
1	Progress Report #1: July to December, 2021	January 31, 2022
2	Copy of Request for Proposal for professional services	January 31, 2022
3	Progress Report #2: January to June, 2022	July 31, 2022
4	Copy of Final Plans and Specifications	January 31, 2023
5	Copy of Advertisement for construction contract(s)	January 31, 2023
6	Progress Report #3: July to December, 2022	January 31, 2023
7	Progress Report #4: January to June, 2023	July 31, 2023
8	Progress Report #5: July to December, 2023	January 31, 2024
9	Progress Report #6: January to June, 2024	July 31, 2024
10	Copy of project completion photos	By the Agreement Expiration Date
11	Final Invoice	By the Agreement Expiration Date
12	Final Report	By the Agreement Expiration Date

Note:

- Per Section III.19 of AGREEMENT, Alameda CTC may withhold payment of reimbursement requests until past due deliverables are received and approved.

APPENDIX F

PROJECT PERFORMANCE MEASURES

Project Performance Measures: The Project Performance Measures and Targets describes what outcome-based performance measure(s) the PROJECT SPONSOR plans to evaluate to ensure that the project/program is meeting its objectives.

Appendix F is Not Applicable.

APPENDIX G

TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

The contents of Appendix G are only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

Appendix Index

Appendix G-1	TFCA Project Number and "Years of Effectiveness"
Appendix G-2	BAAQMD-approved TFCA County Program Manager Fund Policies
Appendix G-3	Minimum required insurance for TFCA-funded projects
Appendix G-4	Reporting Forms to BAAQMD for TFCA-funded projects

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 replaces former projects that provided funding for Americans with Disabilities Act (ADA) Transition Plan improvements and Citywide Sidewalk Repair Improvements. In addition to the scope of those previous projects, this project includes design and construction of improvements recommended in the City of Dublin Bicycle and Pedestrian Master Plan, the ADA Transition Plan, and the Class 1 Facilities Maintenance 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 2022.

An update of the City of Dublin Bicycle and Pedestrian Master Plan began in Fiscal Year 2019-20 and is anticipated to be completed in summer 2022.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

				2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2021-2022 BUDGET**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits	$45,218	$55,802	$30,160	$30,160	$30,160				$191,500
9200	Contract Services	$524,885	$226,115	$62,350	$222,350	$302,350				$1,338,050
9400	Improvements	$1,380,060	$395,608	$390,988	$390,988	$390,988				$2,948,632
9500	Miscellaneous	$768	$19,460	$9,730	$9,730	$9,730				$49,418
TOTAL		**$1,950,931**	**$696,985**	**$493,228**	**$653,228**	**$733,228**				**$4,527,600**

FUNDING SOURCE		**PRIOR YEARS**	**2021-2022 BUDGET**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
1001	General Fund	$384,358	$263,642	$105,000	$105,000	$105,000				$963,000
2203	Transportation Development Act	$192,683	$17,317							$210,000
2204	Measure B Sales Tax - Local Streets Fund (ACTC)	$509,900	$100							$510,000
2205	Measure B Sales Tax - Bike & Pedestrian Fund (ACTC)	$122,461	$20,439							$142,900
2214	Measure BB Sales Tax - Local Streets Fund (ACTC)	$574,569	$337,031	$280,000	$280,000	$280,000				$1,751,600

FUNDING SOURCE		PRIOR YEARS	2021-2022 BUDGET	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS
2215	Measure BB Sales Tax - Bike & Pedestrian Fund (ACTC)	$166,959	$58,457	$108,228	$268,228	$348,228				$950,100
TOTAL		**$1,950,931**	**$696,985**	**$493,228**	**$653,228**	**$733,228**				**$4,527,600**

ANNUAL OPERATING IMPACT									

Agenda Item 4.5

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Second Amendment to the Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay
Prepared by: Jennifer Mendez, Management Analyst I

EXECUTIVE SUMMARY:

The City Council will consider a second amendment to the Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay to increase the not-to-exceed compensation amount for the provision of recreational classes.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Second Amendment to the Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay for Recreation Services.

FINANCIAL IMPACT:

The City retains 40% and the contractor receives 60% of fee revenue from classes held within City facilities (or a 30%/70% split for virtual classes). The proposed second amendment to the agreement increases the current not-to-exceed amount of $95,000 to $135,000, resulting in an additional $16,000 revenue share for the City.

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, the 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.

On February 21, 2021, the City entered into a Contract Instructor Services agreement with Squad Estates, dba Skyhawks Tri-Valley East Bay for the instruction of the basics and fundamentals of sports including basketball, lacrosse, soccer, golf, track and field, flag football, baseball, and multi-sports camps and classes.

On September 7, 2021, the agreement was amended following an increase in summer 2021 offerings resulting in Skyhawks exceeding the $45,000 threshold for the City Manager's signature. The amendment included a not-to-exceed compensation amount of $95,000 and extended the term of the agreement to June 30, 2022.

In the spring and summer 2022 seasons, Skyhawks increased staffing levels to accommodate participant waitlists generating a revenue share exceeding $95,000. As a result, an increase to the not-to-exceed compensation amount of $95,000 to $135,000 is required as a second amendment to the agreement to close out the vendor's Fiscal Year 2021-22 invoices.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving a Second Amendment to the Contract Instructor Services Agreement with Squad Estates dba Skyhawks Tri-Valley East Bay for Recreation Services
2) Exhibit A to the Resolution – Second Amendment to the Contract Instructor Services Agreement with Squad Estates

RESOLUTION NO. XX - 22

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

APPROVING A SECOND AMENDMENT TO THE CONTRACT INSTRUCTOR SERVICES AGREEMENT WITH SQUAD ESTATES DBA SKYHAWKS TRI-VALLEY EAST BAY FOR RECREATION SERVICES

WHEREAS, on February 1, 2021, the City of Dublin ("City") and Squad Estates dba Skyhawks Tri-Valley East Bay ("Instructor") entered into an Agreement for Contract Instructor Services ("Agreement"); and

WHEREAS, on September 7, 2021, the City and Contractor agreed to amend the Agreement to provide for a not-to-exceed compensation amount of $95,000 and a term extension to June 30, 2022; and

WHEREAS, in the spring and summer 2022 seasons, Skyhawks increased staffing levels to accommodate participant waitlists generating a revenue share exceeding $95,000 and requiring a second amendment to the Agreement; and

WHEREAS, the City and Instructor hereby wish to increase the not-to-exceed amount to $135,000 through June 30, 2022, and close out the vendor's Fiscal Year 2021-22 invoices.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve a second amendment to the 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, 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 19th day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

SECOND AMENDMENT TO
CONTRACT INSTRUCTOR SERVICES AGREEMENT
Squad Estates dba Skyhawks Tri Valley East Bay

WHEREAS, on February 1st, 2021 the City of Dublin ("City") and Squad Estates dba Skyhawks Tri Valley East Bay ("Instructor") entered into an Agreement for Contract Instructor Services ("Agreement"); and

WHEREAS, on September 7th, 2021 the City and Contractor agreed to amend the agreement to provide for both a not to exceed compensation amount of $95,000 and a term extension to June 30, 2022; and

WHEREAS, in spring and summer 2022 seasons, Skyhawks increased staffing levels to accommodate participant waitlists generating a revenue share exceeding $95,000, requiring a second amendment to the agreement: and

WHEREAS, the City and Instructor hereby wish to increase the not to exceed amount to $135,000 through June 30th, 2022, and close out the vendor's fiscal year 2021 -2022 invoices.

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

1) The Amendment shall rescind the not to exceed compensation amount of $95,000 and replace with a not to exceed compensation amount of $135,000 and end on June 30, 2022.

2) All terms and conditions of the Agreement shall remain in full force and effect during the Extension Term, including but not limited to maintenance of all requisite insurance policies.

3) The amendment is contingent upon the City Council's appropriation of sufficient funds.

CITY:

By: _____
Linda Smith
City Manager

INSTRUCTOR/BUSINESS:

By: DocuSigned by: ECFFECC2E04A4BC...

Printed Name: Sergio Parra

Title: Franchise Owner

Agenda Item 4.6

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

From March 2020 through September 2021, the City conducted meetings of its legislative bodies remotely pursuant to various executive orders that suspended certain Brown Act provisions. In October 2021, the City returned to in-person meetings and the Brown Act was amended to allow for teleconferencing during a state of emergency. Under the new law, AB 361, the City can continue to conduct virtual meetings where the Governor has proclaimed a State of Emergency, or state or local health officials have imposed or recommended social distancing, if the City Council makes certain required findings. From January 11 – February 10, 2022, and since May 3, 2022, the City Council has operated under a resolution pursuant to AB 361 authorizing teleconferenced meetings for at least 30 days. The City Council will consider adopting a resolution that would allow for virtual attendance for the next 30 days.

STAFF RECOMMENDATION:

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

FINANCIAL IMPACT:

None.

DESCRIPTION:

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

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

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

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

Since the Governor issued Executive Order N-08-21, the highly contagious Delta variant has emerged, causing a spike in cases throughout the state and within the Alameda County. Additionally, since then, the Omicron variants have emerged and been designed as a variant of concern by the United States, and the number of cases in the City have increased over the last month.

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

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

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

On January 11, 2022, the City Council adopted a resolution authorizing remote teleconferenced meetings for a period of 30 days pursuant to AB 361. That resolution expired on February 10, 2022.

At its April 19, 2022 meeting, the City Council directed Staff to bring a resolution to the May 3, 2022 meeting to allow the City Council and the City's legislative bodies to meet virtually, including hybrid meetings, pursuant to AB 361. At its May 3, May 17, June 7, and June 21, 2022 meetings, the City Council adopted Resolution Nos. 39-22, 48-22, 65-22, and 84-22, respectively, that included the necessary findings pursuant to AB 361 to allow the City Council and the City's legislative bodies to meet remotely or in a hybrid format for 30 days.

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

- The Governor has declared a State of Emergency, and the City Council has ratified the proclamation of a local emergency by the Director of Emergency Services;
- The CDC recommends social distancing of at least six feet due to COVID-19;
- There's been an increase of COVID-19 cases within the state and throughout Alameda County;
- Meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies, and staff.

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

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Remote Teleconferenced Meetings of the Legislative Bodies of the City of Dublin Pursuant to AB 361

RESOLUTION NO. xx-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

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

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

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

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

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

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

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

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

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

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

WHEREAS, such conditions now exist in the City, specifically, Governor Newsom has

declared a State of Emergency due to COVID-19; and

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

WHEREAS, on November 30, 2021, the Omicron variant was designated as a variant of concern by the United States; and

WHEREAS, cases of the highly contagious Omicron variant, including a subvariant called BA.2, have caused surges of COVID-19 and there has been an increase in cases during the last month in Alameda County; and

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

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

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

WHEREAS, the City Council finds, acting as a legislative body pursuant to Government Code section 54952(a) and for the benefit of all legislative bodies created by the City Council pursuant to Government Code section 54952(b), that the presence of COVID-19 and the Delta and Omicron variants would present imminent risks to the health or safety of attendees, staff, and members; and

WHEREAS, teleconference meetings may include hybrid meetings, in which all or some members of the legislative body meet in person while others attend by teleconference, and members of the public are either allowed to participate only by teleconference or both in person and by teleconference ("hybrid meetings"). The purpose of hybrid meetings is to allow for multiple modes of attending meetings while reducing the risks of COVID-19, including the Delta and Omicron variants; and

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

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

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

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

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

   b) The state of emergency, as declared by the Governor and City Council, and as specifically related to the current increase in cases apparently resulting from the

Omicron variant, directly impacts the ability of the City Council and the City's legislative bodies, as well as staff and members of the public, to meet safely in person; and

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

3. City staff is directed to facilitate any teleconference meetings, including hybrid meetings, of the City Council and City's legislative bodies in compliance with AB 361, in order to better ensure the health and safety of the public for a period of thirty days following the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 19th day of July 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Mayor

ATTEST:

_____

City Clerk

Agenda Item 4.7

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Croak Road Ditch Maintenance Project Off-Site Mitigation Agreements
Prepared by: Laurie Sucgang, City Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving various agreements to allow the adjacent property owner to mitigate off-site for the habitat and wetland impacts resulting from proposed storm drainage work within Croak Road street right-of-way. These agreements will provide for mitigation services, the acquisition of off-site mitigation property, and a conservation endowment for Eagle Ridge Preserve – East Property Mitigation Area.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Contract for Transfer and Performance of Mitigation Services, the Agreement Regarding Acquisition of Off-Site Mitigation Property to Accommodate Drainage Ditch Maintenance Obligations, and the Perpetual Conservation Easement Endowment Agreement for Eagle Ridge Preserve – East Property Mitigation Area.

FINANCIAL IMPACT:

All costs to prepare these agreements are borne by the Landowner. There is no impact to the General Fund. The endowment fund will be paid by the Landowner on behalf of the City.

DESCRIPTION:

The owner of the property adjacent to Old Fallon Road, commonly known as Croak Road, GH Pac Vest, LLC (Landowner), has proposed to clean out the existing ditch between the eastern edge of pavement of Croak Road and the Landowner's fence, as well as replace a storm drain pipe culvert and install rock slope protection to reduce drainage issues on the Landowner's property, as depicted in the site plan (Attachment 5).

Because the proposed improvements are located within property owned by the City (Croak Road street right-of-way), the U.S. Army Corps of Engineers, the U.S. Fish & Wildlife Service, and the San

Francisco Bay Regional Water Quality Control Board (collectively, the resource agencies) require that the City be the permittee and project sponsor. The proposed improvements will impact existing wetlands and habitat for California Red-Legged Frog (CRLF). To mitigate for these impacts, the Landowner has identified a suitable site located in the Eagle Ridge Preserve – East Property in the counties of Contra Costa and Alameda, as depicted in Attachment 6.

The owner of the Eagle Ridge Preserve – East Property is Rocky Ridge, LLC and the land manager is Golden State Land Conservancy. The City will enter into an agreement with Rocky Ridge, LLC to establish the mitigation area, which is approximately 3.003 acres of upland habitat for CRLF and 1.001 acres for jurisdictional seasonal wetlands. The City will also enter into an agreement with Golden State Land Conservancy to manage, maintain, and monitor the mitigation area in perpetuity.

The Landowner will provide the funds for the establishment of the mitigation area and for the endowment for the perpetual management of the mitigation area for a total amount of $1,191,192.57.

Construction of the proposed improvements is anticipated to begin in September, pending issuance of permits from the resource agencies.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Contract for Transfer and Performance of Mitigation Services, the Agreement Regarding Acquisition of Off-Site Mitigation Property to Accommodate Drainage Ditch Maintenance Obligations, and the Perpetual Conservation Easement Endowment Agreement for Eagle Ridge Preserve – East Property Mitigation Area
2) Exhibit A to the Resolution - Contract for Transfer and Performance of Mitigation Services
3) Exhibit B to the Resolution - Agreement Regarding Acquisition of Off-Site Mitigation Property to Accommodate Drainage Ditch Maintenance Obligations
4) Exhibit C to the Resolution - Perpetual Conservation Easement Endowment Agreement for Eagle Ridge Preserve – East Property Mitigation Area
5) Site Plan - Croak Road Ditch Maintenance Project, Wetland Impact Exhibit
6) Location Map – Eagle Ridge Preserve – East Property

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE CONTRACT FOR TRANSFER AND PERFORMANCE OF MITIGATION SERVICES, THE AGREEMENT REGARDING ACQUISITION OF OFF-SITE MITIGATION PROPERTY TO ACCOMMODATE DRAINAGE DITCH MAINTENANCE OBLIGATIONS, AND THE PERPETUAL CONSERVATION EASEMENT ENDOWMENT AGREEMENT FOR EAGLE RIDGE PRESERVE – EAST PROPERTY MITIGATION AREA

WHEREAS, GH Pac Vest, LLC (Landowner) owns certain real property within the City of Dublin located adjacent to Old Fallon Road, commonly known as Croak Road, a City street right-of-way, near the intersection of Croak Road and the Interstate 580 westbound off-ramp; and

WHEREAS, the Landowner is required to construct or install certain storm drainage improvements within the City street right-of-way of Croak Road to address drainage conditions that affect the Landowner's property (Improvements); and

WHEREAS, the construction or installation of the Improvements requires the acquisition of rights to purchase mitigation for the impacts of the Improvements on California Red Legged Frog (CRLF) and wetlands habitat; and

WHEREAS, the City is the sponsor and permittee with the U.S. Army Corps of Engineers, the U.S. Fish & Wildlife Service, and the San Francisco Bay Regional Water Quality Control Board (collectively, the Resource Agencies) since the Improvements are located within City street right-of-way and the Resource Agencies require that the City be the responsible agency for mitigating the impacts caused by the Improvements; and

WHEREAS, the Landowner has identified suitable and available land for habitat and species mitigation purposes on certain mitigation land owned by Rocky Ridge, LLC, known as Eagle Ridge Preserve – East Property (Off-Site Mitigation), located within the counties of Contra Costa and Alameda, in which land neither the Landowner nor the City presently has sufficient title or interest to establish the Off-Site Mitigation; and

WHEREAS, the City desires to enter into a Contract for Transfer and Performance of Mitigation Services (Mitigation Agreement), attached hereto as **Exhibit A**, with Rock Ridge, LLC for the provision of mitigation services and Off-Site Mitigation, as further defined in the Mitigation Agreement; and

WHEREAS, the Landowner is obligated to make payment for all costs and expenses of Rocky Ridge, LLC providing Mitigation Services, as defined in the Agreement Regarding Acquisition of Off-Site Mitigation Property to Accommodate Drainage Ditch Maintenance Obligations, attached hereto as **Exhibit B**; and

WHEREAS, Rocky Ridge, LLC is under contract with Golden State Land Conservancy as the grantee of a Conservation Easement and retains the perpetual rights and obligations of management of the Off-Site Mitigation area; and

WHEREAS, the City desires to enter into a Perpetual Conservation Easement Endowment Agreement for Eagle Ridge Preserve – East Property Mitigation Area, attached

hereto as **Exhibit C**, with Golden State Land Conservancy for long-term management, maintenance, and monitoring of the preserved and established habitats for the Off-Site Mitigation; and

WHEREAS, the Landowner is obligated to provide the funds, on behalf of the City, for the establishment of the endowment, as further described in **Exhibit C**, for the long-term management and monitoring of the Off-Site Mitigation area, as well as to fund Golden State Land Conservancy's management and monitoring oversight activities, enforcement, and protection of the Off-Site Mitigation area.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Contract for Transfer and Performance of Mitigation Services, attached hereto as **Exhibit A**, the Agreement Regarding Acquisition of Off-Site Mitigation Property to Accommodate Drainage Ditch Maintenance Obligations, attached hereto as **Exhibit B**, and the Perpetual Conservation Easement Endowment Agreement for Eagle Ridge Preserve – East Property Mitigation Area, attached hereto as **Exhibit C**, in substantially the forms attached hereto.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Contract for Transfer and Performance of Mitigation Services, attached hereto as **Exhibit A**, the Agreement Regarding Acquisition of Off-Site Mitigation Property to Accommodate Drainage Ditch Maintenance Obligations, attached hereto as **Exhibit B**, and the Perpetual Conservation Easement Endowment Agreement for Eagle Ridge Preserve – East Property Mitigation Area, attached hereto as **Exhibit C**, and make any necessary, non-substantive changes to carry out the intent of this Resolution, including revisions to the agreements, with the advice of the City Attorney, which do not materially or substantially increase the City's obligations thereunder; to approve and execute the Escrow Instructions to be attached to the Contract for Transfer and Performance of Mitigation Services, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the agreements and to administer the City's obligations, responsibilities and duties to be performed thereunder.

PASSED, APPROVED AND ADOPTED this 19th day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT FOR TRANSFER OF MITIGATION AND PERFORMANCE OF MITIGATION SERVICES

ROCKY RIDGE, LLC, a California limited liability company ("Rocky Ridge") and the City of Dublin ("City"), a municipal corporation, hereby enter into this Contract for Transfer of Mitigation and Performance of Mitigation Services (the "Agreement") to be effective as of the 19th day of July 2022.

RECITALS

A. Rocky Ridge controls real property located in Alameda and Contra Costa Counties, California and described in Exhibit A hereto ("Eagle Ridge Preserve - East Property").

B. Properties adjacent to the Eagle Ridge Preserve – East Property are being used for environmental regulatory agency approved special-status species mitigation.

C. Rocky Ridge owners are familiar with and have experience in (i) evaluating real property with regard to wetlands and special status species issues, (ii) preparing mitigation proposals and plans for submission to governmental agencies, (iii) processing mitigation proposals and plans through governmental agencies whose approval is required for mitigation purposes, (iv) undertaking required construction and establishment of mitigation to comply with mitigation proposal and plan requirements, (v) providing confirmation that the mitigation has been created to satisfy a permittee's mitigation requirements; (vi) performing required monitoring and reporting following mitigation construction, and (vii) have a history of achieving agency determined mitigation success.

D. Based on its investigations, Rocky Ridge has determined that the Eagle Ridge Preserve - East Property is suitable and available for habitat and species mitigation purposes to include the establishment of seasonal wetlands and preservation of upland habitat for the California Red-Legged Frog (*Rana draytonii*) ("CRLF").

E. The City is in the process of complying with Federal, and State conditions of authorizations for sediment removal and drainage reestablishment activities along portions of the Croak Road drainage ditch (the "Project") located in the City of Dublin, Alameda County, California.

F. As a condition of the City's permits/approvals received or pending from any of the Authorizing Agencies (as defined in Section 1.1, below), the Authorizing Agencies have or will impose upon the City, certain habitat and species applicable mitigation requirements

("Mitigation Requirements") as described in Schedule 1, attached to this Agreement.

G. As part of the City's Mitigation Requirements, the City must prepare and submit to the Authorizing Agencies a Land Package for the Eagle Ridge Preserve – East Property mitigation for the Croak Road Ditch/Drainage Maintenance Project (as defined below). The City desires to contract with Rocky Ridge for Rocky Ridge to prepare the Land Package, more particularly described in the summary of such services described in Schedule 2, attached to this Agreement. The parties to this Agreement believe that as part of the Eagle Ridge Preserve – East Property mitigation for the Croak Road Ditch/Drainage Maintenance Project approval process, a detailed Formal Mitigation Proposal or Land Package will be required as described in Schedule 2 hereto.

H. Portions of the Eagle Ridge Preserve - East Property are suitable and available to meet the Mitigation Requirements to establish and preserve 1.002 of seasonal wetland habitat and preserve 3.003 acres of upland habitat suitable for use by CRLF (the "Mitigation"). Rocky Ridge desires to prepare and obtain on the City's behalf an approved Land Package for the Mitigation, and, thereafter, to perform the other services described in Schedule 2 hereto. If the Authorizing Agencies require a conservation easement as part of the Mitigation Requirements, Rocky Ridge will provide the City with a conservation easement on the appropriate portions of the Eagle Ridge Preserve - East Property in the form required by the Authorizing Agencies.

I. The Eagle Ridge Preserve - East Property may be suitable for mitigation of multiple types of habitat and species impacts, which may include mitigation of existing habitat and/or habitat enhancement. Rocky Ridge intends to retain all mitigation and other rights with regard to the Eagle Ridge Preserve East rights and obligations and restrictions that are imposed on the Eagle Ridge Preserve – East Property by the Authorizing Agencies pursuant to the approved Croak Road Ditch/Drainage Maintenance Project Mitigation Proposal.

J. Rocky Ridge shall (i) preserve the Eagle Ridge Preserve – East Property and establish the Mitigation at the mitigation areas in accordance with the Mitigation Proposal and (ii) perform certain ongoing monitoring and maintenance and reporting activities as described in Schedule 2 hereto in furtherance of the Mitigation Requirements.

K. City desires to enter into this Agreement pursuant to which Rocky Ridge shall prepare a Land Package for the Mitigation and, thereafter, to conform to the provisions of the

Authorizing Agencies approved Eagle Ridge Preserve – East Property Mitigation Proposal by performing those tasks described in Schedule 2 hereto, all on the terms and conditions set forth below. Rocky Ridge desires to enter into this Agreement with City pursuant to which Rocky Ridge agrees to prepare and provide a Land Package for the Mitigation that the City will use during City's Mitigation approval process and to perform the other work described in Schedule 2 hereto which is required by the City Mitigation Proposal, all on the terms and conditions set forth below.

Now, therefore, Rocky Ridge and City agree as follows:

1. **Definitions**. The preamble and recitals set forth above are hereby incorporated by reference. For purposes of this Agreement the following terms shall have the following meanings:

   1.1. Authorizing Agencies. Any governmental agency, including but not limited to, the U.S. Army Corps of Engineers, U.S. Fish & Wildlife Service, San Francisco Bay Regional Water Quality Control Board, and California Department of Fish & Wildlife having jurisdiction to authorize the City's permits and impose enforceable conditions of authorization.

   1.2. City's Mitigation Proposal. City's Mitigation Proposal means the proposal prepared by Rocky Ridge, that the City will submit to Authorizing Agencies to meet their permit requirements to mitigate for impacts to wetlands and CRLF associated with the Croak Road Ditch/Drainage Maintenance Project. The City is submitting the City's Mitigation Proposal in two parts, an Initial Mitigation Proposal and a Formal Mitigation Proposal (a.k.a. the Land Package), each described as follows:

      1.2.1. Initial Mitigation Proposal. A conceptual mitigation proposal prepared by Rocky Ridge which provides general location information and a conceptual description regarding how mitigation would satisfy Authorizing Agencies Mitigation Requirements for the Project.

      1.2.2. Formal Mitigation Proposal. A detailed submission of materials prepared by Rocky Ridge for City's Mitigation and submitted to Authorizing Agencies for review and formal approval of the Eagle Ridge Preserve East Property. The materials to be submitted include a Mitigation and Management Plan proposal, Title Report, Phase I Environmental Site Assessment Report, Mineral Rights Assessment Report, draft

conservation easement covering a portion of Eagle Ridge Preserve - East Property, a long-term endowment calculation spreadsheet, and other relevant supporting documentation as may be determined necessary by Authorizing Agencies and Rocky Ridge.

1.3. City's Croak Road Ditch/Drainage Maintenance Project. City's Croak Road Ditch/Drainage Maintenance Project means sediment removal and drainage reestablishment activities along a portion of Croak Road that City intends to perform in the City of Dublin, Alameda County, California.

1.4. City Property. That certain real property owned by the City of Dublin, located in Alameda County, California, where sediment removal and drainage reestablishment activities, subject to approval by the Authorizing Agencies, are to be performed by GH Pac-Vest, at City's direction, and which activities are subject to, among other things, satisfaction of the conditions set out in Schedule 1 hereto.

1.5. City Permits. Those permits that are required for City to engage in City's Project, including without limitation any U.S. Army Corps of Engineers, U. S. Fish & Wildlife Service, Regional Water Quality Control Board, and California Department of Fish & Wildlife approvals, all of which shall be obtained from the Authorizing Agencies by City, at City's sole cost and expense.

1.6. Days. Calendar days provided if the day for performance falls on a weekend or a legal holiday (as defined in the California Civil Code), the time for such performance shall be extended until the next following working day.

1.7. Eagle Ridge Preserve - East Property. That real property described in Exhibit A hereto.

1.8. Formal Mitigation Proposal Approval. "Formal Approval" is associated with agency review and approval of submitted materials (the Mitigation and Management Plan Proposal, title report, phase 1, mineral rights assessment, review, conservation easement and long-term endowment, and other supporting documentation). This is referred to as the "Lands Package" approval. Authorizing Agencies will issue a formal letter of approval or permit/authorization. Issuance of the Lands Package approval letter officially approves the proposed mitigation allowing for implementation of the mitigation including recordation of the agency approved conservation easement.

1.9. Initial Mitigation Proposal Approval. "Initial Mitigation Proposal Approval" means the

initial approval from each of the Authorizing Agencies, based on preliminary review of materials generally describing location and mitigation approach, indicating that the Mitigation Site is conditionally approved by agency staff pending full agency mitigation and management review. Authorization is usually received either by official agency letter or email.

1.10. Land Package. Documentation required by Federal and State Authorizing Agencies to approve City's proposed compensatory mitigation at the Rocky Ridge's Eagle Ridge Preserve East Property for the Project impacts and prior to any agencies becoming a third part beneficiary to a Conservation Easement.

1.11. Mitigation. Mitigation means the establishment of suitable and available habitat on the Mitigation Site for compensation for seasonal wetlands and CRLF habitat preservation pursuant to requirements of the Authorizing Agencies as set forth in the Mitigation Requirements and recordation of the conservation easement.

1.12. Mitigation Services. Mitigation Services means all services, material, and labor necessary or required to prepare, seek, and obtain Authorizing Agencies' approval of the Land Package and, thereafter, to complete those mitigation tasks described in Schedule 2 hereto which are requirements of the Authorizing Agencies approved Croak Road Ditch/Drainage Maintenance Project Mitigation Requirements as pertains to the Eagle Ridge Preserve - East Property.

1.13. Mitigation Services Fee. Rocky Ridge Mitigation Services Fee has the meaning set forth in Section 3.

1.14. Mitigation Services Fee Deposit. Mitigation Services Fee Deposit has the meaning set forth in Section 3.1

1.15. Mitigation Site. Mitigation Site means that portion of the Eagle Ridge Preserve - East Property that is suitable and available for compensation for seasonal wetland establishment and CRLF habitat preservation pursuant to requirements of the Authorizing Agencies. The Mitigation Site shall be verified upon completion of the Mitigation as described in the plat and legal attached to the recorded Conservation Easement.

1.16. Non-refundable Deposit. Non-refundable Deposit has the meaning given in

Section 4.

1.17. Performance Standards. Performance Standards means the observable or measurable physical (including hydrological), chemical and/or biological attributes that the Authorizing Agencies will use to determine if the Mitigation meets the objectives as established in the Initial Mitigation Proposal.

1.18. Preservation. Preservation means the removal of a threat to, or preventing the decline of, special-status species habitat. This term includes activities commonly associated with the protection and maintenance of suitable special status species habitat through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain or loss of aquatic resource area or functions.

2. **Agreement to Provide Mitigation Services**. Rocky Ridge agrees, at its own cost and expense, to perform the Mitigation Services within the time periods required by the Authorizing Agencies' permits for the Project. The Mitigation Services shall be performed at Rocky Ridge's sole cost and expense and at no additional cost or expense to City except for payment of the Mitigation Services Fee.

3. **Mitigation Services Fee**. Mitigation Service Fee consists of the following:

3.1. Mitigation Service Fee. Within ten (10) business days after execution of the Escrow Agreement as defined in this section by the City, Rocky Ridge and Escrow Holder, City shall deliver the sum of Nine Hundred and Eighty Four Thousand Dollars and No One Hundredths ($984,000) (the "Mitigation Services Fee ") to the licensed, insured escrow company identified by Rocky Ridge ("Escrow Holder") to be held in an interest bearing escrow account and thereafter disbursed as set forth in this Agreement and as specified in the agreement with the Escrow Holder the form of which is attached hereto as Exhibit B (the "Escrow Agreement").

3.2. Mitigation Services Fee Deposit. The Escrow Agreement shall provide that upon receipt of "Mitigation Services Fee," the Escrow Holder shall deliver to Rocky Ridge a deposit amount equal to 10% of the Mitigation Services Fee (the "Mitigation Services Fee Deposit"). This initial deposit of 10% is fully refundable until the "Initial Mitigation Proposal Approval" from the Authorizing Agencies.

3.3. Mitigation Service Fee Payment. The Escrow Agreement shall provide that except in the

circumstances described in Section 5, below, upon "Formal Mitigation Site Approval" of City's Mitigation by the Authorizing Agencies the remainder of the Mitigation Services Fee, including any additional Mitigation Service Fees (approved by both parties), and any interest earned thereon, shall be released by the Escrow Holder and paid to Rocky Ridge. Upon such release, City shall be deemed to have paid the Mitigation Services Fee. All reasonable escrow fees under the Escrow Agreement shall be paid by City.

4. **Cancellation of City's Project**. The Escrow Agreement shall provide that subject to Section 3.2, if, after the Initial Mitigation Proposal Approval and prior to the submittal date of the Formal Mitigation Proposal to the Authorizing Agencies, if for any reason the City gives written notice to Rocky Ridge that it will not go forward with City's Mitigation Proposal, the Escrow Holder shall, release from the Escrow and pay to Rocky Ridge the sum equal to 20% of the Mitigation Services Fee Deposit, including interest earned thereon ("Non-refundable Deposit"), which shall then be deemed earned in full by Rocky Ridge, and that the balance of the Mitigation Services Fee Deposit shall be returned to City and the Escrow cancelled. This Agreement shall then terminate in its entirety and Rocky Ridge shall thereafter have no further obligations hereunder. City agrees that the Non-refundable Deposit amount shall be due and payable to Rocky Ridge for its services rendered from the Effective Date until the date of cancellation of the escrow under the terms of this paragraph.
5. **Term of Agreement**. Subject to Section 4, above, the term of this Agreement shall commence on the date the City Council approves the Agreement and the City's obligations shall terminate on the date that City obtains closure letters, e-mail acknowledgements or other forms of notification from the Authorizing Agencies that the Performance Standards have been met. Rocky Ridge shall continue to have an enforceable duty hereunder to perform any long-term management activities required by the Formal Mitigation Proposal Approval or conservation easement, whether or not the City is a party to the conservation easement.
6. **Performance of Mitigation Services**. In performing the Mitigation Services, Rocky Ridge may engage the services of consultants, contractors, subcontractors, and such other parties ("Rocky Ridge's Contractors") as Rocky Ridge, in its discretion, may deem advisable. City shall have no contractual relationship with Rocky Ridge's Contractors, all of whom shall be retained solely by Rocky Ridge and for whom Rocky Ridge shall be solely responsible.

7. **City Responsibilities**.

7.1. City Permits. At its sole cost and expense, City shall obtain all necessary government authorizations for the work contemplated by City for the City's Project, including acceptance by Authorizing Agencies of the Mitigation Site location and acreage. If Rocky Ridge's Mitigation Services are delayed as a result of a delay in City obtaining the City Permits, then the time period for Rocky Ridge's completion of the Mitigation Services shall be extended by the amount of delay so caused.

7.2. Delivery of Documents. Within ten (10) days after execution of this document, City shall deliver to Rocky Ridge true and correct copies of (i) all current permit applications for City's Croak Road Ditch/Drainage Maintenance Project, (ii) copies of correspondence with Authorizing Agencies relevant to performance of Mitigation Services by Rocky Ridge, (iii) copies of final existing maps relating to Croak Road Ditch/ Drainage Maintenance Project and (iv) any reports, investigations, studies or other documentation related to City's applicable mitigation requirements.

8. **Amendment to Approved Mitigation Proposal**. Rocky Ridge agrees that it shall not have any right to, amend, modify, revise, or otherwise change the approved Mitigation Requirements. Rocky Ridge may negotiate with the Authorizing Agencies to amend, modify, revise or change the Formal Mitigation Proposal Approval, so long as any such acts (i) do not negatively impact any other conditions pertaining to City's Project, (ii) do not result in any cost or expense to City, and (iii) do not extend any dates for City's commencement and completion of the Croak Road Ditch/ Drainage Maintenance Project. If requested by Rocky Ridge, subject to the foregoing provisions of this Section 8, City shall reasonably cooperate with Rocky Ridge to amend, modify, revise, or change the approved City's Mitigation to the extent that it does not impose a material financial obligation on the City. Without limiting the foregoing, the City agrees to execute and deliver to Rocky Ridge or any governmental agency such authorizations as may be required to allow Rocky Ridge to apply for or agree on City's behalf to a modification, revision or change, so long as such modification, revision or change is consistent with this Section 9.

9. **Mitigation Restrictions**. This Agreement is a contract between Rocky Ridge and City for the purchase of Mitigation and provision of services to establish and preserve such Mitigation.

City has, and by this Agreement shall acquire, no real property interest of any kind or nature in the Eagle Ridge Preserve - East Property. However, if the approved City Mitigation requires City to provide to any governmental agency a recorded Conservation Easement or deed restriction on the Rocky Ridge Property ("Mitigation Restriction"), Rocky Ridge shall provide such Mitigation Restriction on the appropriate portion of the Eagle Ridge Preserve - East Property. City understands that multiple mitigation rights transfers arising from the Eagle Ridge Preserve - East Property may be made by Rocky Ridge and that Rocky Ridge retains all such rights, except for Mitigation Restrictions that the Authorizing Agencies expressly require as part of City's Mitigation. Excepting any Mitigation Restriction transferred to or for the benefit of City under the terms and conditions of this Agreement, Rocky Ridge shall retain all rights in or to the Eagle Ridge Preserve - East Property and may hold, own, operate, develop and dispose of the Eagle Ridge Preserve - East Property and mitigation rights appurtenant thereto as Rocky Ridge sees fit, without consent, participation, or approval from City. Recordation of any Mitigation Restriction shall not occur until Rocky Ridge has received all consideration it is to receive from City under the terms of this Agreement.

10. **General Provisions**

10.1. Notices. Any and all written communications required or permitted by this Agreement or by law to be served or given by any party hereto to the other party shall be in writing and deemed served and given when personally delivered. In lieu of personal service, notices may be delivered by U.S. mail, certified or registered, return receipt requested, in which event the notice shall be deemed received only when actually received, as evidenced by an executed receipt for delivery as reflected by postal service notation. Notice also may be sent by recognized nationwide delivery service (such as Federal Express, UPS, DHL or Airborne Express). Any notice sent by recognized nationwide delivery service shall be deemed delivered on the date delivery is effected. Further, notice may be delivered by electronic telecommunication of such written notice in which event notice shall be deemed given when such written telecommunication is received by the party to be notified. The party sending any notice given by telecommunication shall also send a copy not later than the following business day by U.S. Mail or recognized nationwide delivery service.

Any notice to be delivered to Rocky Ridge shall be addressed to:

Jeff Olberding
Rocky Ridge, LLC
193 Blue Ravine Road, Suite 165
Folsom, California 95630

Any notice to be delivered to City shall be addressed to:

Either party may, by written notice to the other, change the address to which notices shall be sent thereafter.

10.2. Attorneys' Fees. If any action or proceeding is commenced between the parties concerning this Agreement, the Eagle Ridge Preserve - East Property, the preparation of the Land Package and Mitigation Services, or the rights and duties of either party in relation thereto, whether an action for damages, equitable or declaratory relief, the prevailing party in such action or proceeding, in addition to other relief awarded, shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with the action or proceeding. Venue for any legal action under this Agreement shall be Alameda County.

10.3. Entire Agreement. This Agreement constitutes the entire agreement between Rocky Ridge and City with respect to the Eagle Ridge Preserve - East Eagle Ridge Preserve - East Property and Rocky Ridge's performance of Land Package preparation and Mitigation Services. This Agreement supersedes all other agreements, letters, memoranda, or understandings whether oral or written, between the parties respecting the Subject Eagle Ridge Preserve - East Eagle Ridge Preserve - East Property and the Mitigation Services. This Agreement may not be modified by either party by oral representation made before or after the execution of this Agreement. All modifications, amendments or additions to this Agreement must be in writing signed by Rocky Ridge and City.

10.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective permitted assigns, heirs, successors, and legal representatives

of each of the parties. Rocky Ridge may not assign this Agreement without the prior written consent of City.

10.5. Headings. The headings in this Agreement are for the purpose of reference only and shall not limit or define the interpretation of the content of this Agreement.

10.6. Counterparts. This Agreement may be executed in any number of counterparts or duplicate originals, including by means of facsimile or PDF, each of which is an original for all purposes.

10.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California without regard to conflict of law rules.

10.8. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set forth below.

	City :
Dated:	**By**:
	Printed Name: Linda Smith
	Title: City Manager

	Rocky Ridge:
	ROCKY RIDGE, LLC, *a California limited liability company*
Dated:	**By**:
	PRINTED NAME: Jeff Olberding
	Title: Member/Manager

EXHIBITS

EXHIBIT A. Rocky Ridge Property Description

EXHIBIT B. Form of Escrow Agreement

SCHEDULES

SCHEDULE 1. City shall provide the following:

1. City's Initial Mitigation Proposal shall include the mitigation objective, Mitigation Site location, and Mitigation approach (rationale regarding applicability and successful implementation) proposed to be used as mitigation to meet Federal and State agencies requirements for the establishment of 1.002 acres of seasonal wetlands and listed species mitigation which requires the preservation of 3.003 acre of upland habitat suitable for the California Red-Legged Frog.

2. City shall obtain all Local, State and Federal Permits or authorizations necessary for City to conduct City's Croak Road Sediment Removal Project.

SCHEDULE 2. Rocky Ridge shall provide the following Mitigation Services and Mitigation consisting of:

1. Land Package. Preparation of, and assistance with obtaining from the Authorizing Agencies approval of a Land Package for City's proposed Eagle Ridge Preserve – East Property Mitigation Site as defined by City's Mitigation Proposal. The Land Package shall include, if applicable, the following items:
    a. Draft Conservation Easement
    b. Phase I Environmental Site Assessment Report
    c. Mineral Assessment Report
    d. Preliminary Title Report
    e. Grantor's Policy of Title Insurance
    f. County Assessor Parcel Map(s)
    g. Vicinity or Site Location Map
    h. Land Management Plan (the Mitigation and Management Plan)
    i. Biological Resources Report
    j. Any other items reasonably requested by the Authorizing Agencies
2. Upland Land Preservation. Preservation of 3.003 acres of upland habitat within the Eagle Ridge Preserve - East Property suitable for the California Red-Legged frog, in consideration of applicable Performance Standards; and
3. Long-Term Management. Perform the long-term ("in-perpetuity") Mitigation Site management of the Eagle Ridge Preserve - East Property and reporting responsibilities

that are required by Authorizing Agencies in the Formal Mitigation Proposal Approval.

5132313.1

AGREEMENT REGARDING ACQUISITION OF OFF-SITE MITIGATION PROPERTY TO ACCOMMODATE DRAINAGE DITCH MAINTENANCE OBLIGATIONS

THIS AGREEMENT (this "**Agreemen**t") is entered into effective as of July 19, 2022 ("**Effective Date**") by and between the City of Dublin, a municipal corporation and California general law city ("**City**") and GH PacVest, a Delaware limited liability company ("**Landowner**") of the Croak Road property in Eastern Dublin. City and Landowner are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS

A. Landowner owns certain real property located in the City of Dublin, County of Alameda, State of California located at the intersection of Croak Road and Interstate 580 occupied by a ditch and outfall maintained by the City. Landowner is required to construct or install certain storm drainage improvements within the City right-of-way to address drainage conditions within the City right-of-way that also affect Landowner's Property ("**Improvements**").

B. The construction or installation of the Improvements requires the acquisition of rights to purchase mitigation for the impacts of the Improvements on California Red Legged Frog ("CRLF") and wetlands habitat, which mitigation will be established and preserved on certain mitigation land owned by Rocky Ridge, LLC known as the Eagle Ridge Preserve – East Property (referred to as the "**Off-Site Mitigation**") located within the counties of Contra Costa and Alameda, in which land neither the Landowner nor the City presently has sufficient title or interest to establish the Off-Site Mitigation.

C. In reliance on this Agreement, the City has simultaneously herewith entered into that certain *Contract for Transfer of Mitigation and Performance of Mitigation Services* with Rocky Ridge, LLC (the "**Mitigation Agreement**") to be effective as of the _____ day of _____2022 when the Escrow Agreement set forth in Section 3.2 of the Agreement is executed (the "Effective Date") for the provision of mitigation services and Off-Site Mitigation as further defined in the Mitigation Agreement. The Mitigation Agreement is referred to and incorporated herein by this reference.

D. The purpose of this Agreement is to set forth the terms of Landowner's payment of its proportionate share of all costs and expenses of Rocky Ridge, LLC providing Mitigation Services and the Off-Site Mitigation as further defined in the Mitigation Agreement.

Therefore, for the promises, covenants, agreements, and consideration set forth herein, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. ACQUISITION OF OFF-SITE MITIGATION. The City agrees to fund the acquisition of the Off-Site Mitigation and the payment for Mitigation Services pursuant to the terms of the Mitigation Agreement in the amount of Nine Hundred and Eighty-Four Thousand Dollars and No One-Hundredths ($984,000.00).

2. CONSTRUCTION OF IMPROVEMENTS. Within 180 days after the City certifies in writing to the Landowner that the City owns or has the right of possession to the Off-Site Mitigation, Landowner or its successor in interest shall commence construction of the Improvements and thereafter diligently prosecute construction of the Improvements to their completion in accordance with the timing set forth in the Encroachment Permit and the Resource Agency Permits, all at Landowner or its successor's sole cost.

3. PAYMENT OF OFF-SITE MITIGATION COSTS. The Landowner shall pay the costs and expenses of acquiring the Off-Site Mitigation (the "Off-Site Mitigation Costs"), which amount shall not exceed Nine Hundred and Eighty-Four Thousand Dollars and No One-Hundredths ($984,000.00). "Off-site Mitigation Costs" for the purposes of this Agreement include but are not limited to the following:

a. The deposit necessary to secure Rocky Ridge's commitment to provide the Off-Site Mitigation.

b. The purchase price or compensation for the Off-Site Mitigation.

c. The endowment for the long term management of the conservation easement area based on the property analysis record ("PAR").

d. The cost of Rocky Ridge providing Mitigation Services including the preparation of the Permit applications needed to obtain approval for the Resource Agency Permits in order for Rocky Ridge to establish the Off-Site Mitigation at the Eagle Ridge Preserve – East Property.

At the option of the City and upon reasonable, advance notice to the Landowner, the Landowner shall make payment of the above costs, amounts, damages, and sums directly to the person or entity to whom they are payable by the City, provided that the person or entity is willing to accept such payment from Landowner on City's behalf. Documentation of each payment made by the Landowner pursuant to this paragraph shall be simultaneously delivered to the City.

4. LANDOWNER'S INFORMATION. No later than 90 days[1] after the Effective Date, the Landowner shall provide the City with all information necessary to obtain Resource Agency Permits, including the following documents and information in writing:

[1] Unless otherwise expressly indicated, all references herein to "days" shall mean calendar days.

a. The proposal for the provision of Off-Site Mitigation for purposes of the Resource Agency Permits.

b. To the extent already prepared, acted upon and/or approved, evidence of compliance with CEQA.

c. Conservation easement for the Off-Site Mitigation.

d. The endowment agreement and PAR.

5. OTHER SERVICES. The City may perform such other services as the City, in its sole discretion, deems necessary for acquisition of the Off-Site Mitigation. These may include, without limitation, environmental review services and preparation of all permit applications for the processing of the State and Federal Resource Agency Permits as set forth in the Agreement.

6. DEPOSIT OF PRELIMINARY COSTS AND EXPENSES; PAYMENT.

a. At the same time Landowner submits to the City the information described in Section 4 ("**Information Delivery Date**"), above, the Landowner shall deposit with the City the sum of $984,000 in cash, certified check or cashier's check, which sum shall cover the costs and expenses described in Sections 3 and 5 above (**"Deposit**").

b. Any portion of the Deposit(s) made by the Landowner that is not used to cover costs or expenses incurred by the City shall be refunded to the Landowner, with any interest the City earned on said Deposits, within l0 days after either (i) the Mitigation Agreement is cancelled pursuant to section 4 or (ii) the date the Bill of Sale for the Off-Site Mitigation is transferred to the City.

c. Should the City determine, at any time, that funds exceeding the amount of the Deposit are necessary in order to acquire the Off-Site Mitigation, the City may require Landowner to submit additional funds to satisfy such need, with payment due as specified in Section 10.

7. RECORDS. The City shall maintain accurate records of all services performed by the City and all costs or expenses incurred by the City.

8. HOLD HARMLESS. The Landowner agrees to defend, indemnify, save and hold harmless the City, its Council, commissions, boards, officers, employees, volunteers, and agents from and against any and all costs, expenses or liability incurred by the City or the Landowner in connection with the Landowner's acts, errors, or omissions committed in the performance of or pursuant to this Agreement, or otherwise related directly or indirectly to the acquisition of the Off-Site Mitigation. The Landowner shall indemnify the City for any and all costs, expenses and attorney's fees incurred by City in enforcing this Section 14.

9. SEVERABILITY. Should any provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement.

10. PAYMENT OBLIGATION. The Landowner shall make all payments required to be made hereunder within the time specified hereunder, as specified by law or within 30 days of the Landowner's receipt of a demand therefor, whichever is earlier. All payments if not timely made by the Landowner shall accrue interest at the rate specified by the law, or ten percent (10%) per annum, whichever is greater, until the payment in question is fully paid.

11. NOTICES. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: personal delivery, in which case notice is effective upon delivery; certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or email , in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first class or certified mail or by overnight delivery. Any notice given by email shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

City:

City of Dublin
City Manager
100 Civic Plaza
Dublin, CA 94568
Email: Linda.Smith@dublinca.gov
Phone: (925) 372-3505

City of Dublin
John Bakker
City Attorney
1999 Harrison Street, 9th Floor
Oakland, CA 94612
Email:
Phone:

Landowner:

GH PacVest,
_____, President

Phone:
Email:

Alicia Guerra, Esq.
Buchalter, a Professional Corporation
425 Second Street, 29th Floor
San Francisco, CA 94105
Phone: (415) 227-3508
Email: aguerra@buchalter.com

Either party may change its address by written notice to the other in the manner set forth above.

12. LIABILITY IS JOINT AND SEVERAL. The City and Landowners' liability for City's performance hereunder shall be joint and several.

13. INCORPORATE RECITALS. The Recitals are incorporated by this reference.

14. BINDING ON SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the parties' successors, heirs, and assigns, and by the approval hereof, it is the intention of the parties to give notice to and bind their successors, heirs and assigns hereto. The parties intend that this Agreement and its terms and conditions shall run with the land and shall be deemed a covenant running with the land and an equitable servitude. This Section 14 shall survive termination of this Agreement for any reason.

IN WITNESS WHEREOF the Parties hereto execute this Agreement on the dates written below.

City of Dublin

By: _____ Dated: _____
, City Manager

Approved as to form:

By: _____
, City Attorney

GH PacVest

By: _____ Dated: _____

Approved as to form:

By: _____
Alicia Guerra, Attorney for
GH PacVest

EXHIBIT "A''

Description of Off-Site Mitigation

5132328.1

WETLAND MITIGATION & MONITORING PLAN

FOR THE

CROAK ROAD DITCH / DRAINAGE MAINTENANCE PROJECT

City of Dublin,

Alameda County, California

Applicant/Permittee:

CITY OF DUBLIN
100 Civic Plaza
Dublin, California 94568

Prepared by:

OLBERDING ENVIRONMENTAL, INC.
Wetland Regulatory Consultants
193 Blue Ravine Road, Suite 165
Folsom, California 95630
Attn: Jeff Olberding
(916) 985-1188
jeff@olberdingenv.com

MARCH 2022

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ATTACHMENT 3 ~ HYDROLOGY REPORT

This report should be cited as: Olberding Environmental, Inc. March 2022. *Wetland Mitigation and Monitoring Plan for the Croak Road Ditch/Drainage Maintenance Project, Alameda County, California*. Prepared for the City of Dublin, Dublin, California.

1.0 SUMMARY

1.1 Summary

Olberding Environmental, Inc. (Olberding Environmental) has prepared this Wetland Mitigation Monitoring Plan (MMP) on behalf of the City of Dublin (Permittee) to provide compensatory mitigation for impacts to wetland habitat resulting from the Croak Road Ditch/Drainage Maintenance Project (Project).

The Project is located within the City of Dublin, along the east shoulder of Croak Road, north of Interstate 580 (I-580). The Project Area encompasses approximately 1.69 acres (Attachment 1, Figure 1-4). The northern boundary of the Project Area is located at the intersection of Dublin Boulevard and Croak Road, and the Project Area runs south for approximately 1,200 feet along Croak Road before terminating.

The proposed Project involves the excavation of accumulated sediment (233 cubic yards) from an existing engineered roadside ditch, reestablishing the historic capacity and function within the City of Dublin drainage facility. The ditch, located along the eastern embankment of Croak Road, historically conveyed stormwater runoff from the surrounding hillsides now containing the Jordan Ranch and Positano Development Projects. Accumulated sediment has completely filled a majority of the ditch extending from the intersection of Croak Road and Dublin Boulevard south, to the culverted crossing of Croak Road where it parallels the I-580 Freeway. Due to the buildup of sediment in the ditch, flows are now redirected across the adjacent property (Chen Property). Proposed maintenance (removal of sediment and reestablishment of the original engineered configuration of the ditch) and replacement of the buried culvert under Croak Road, would restore the deteriorated facility to its historic function.

The Project will result in the permanent fill of jurisdictional wetland/waters that total 0.501 acre (97.7 cubic yards) (Attachment 1, Figure 8). The 0.501 acre of permanently impacted wetlands will be mitigated at a 2:1 ratio (1.002 acre) and constructed within the nearby Eagle Ridge Preserve – East Property.

This MMP includes summary information about the Mitigation Property; objectives for the compensatory replacement, implementation specifications, including underlying rationale for expecting success; maintenance and monitoring provisions, and contingency measures.

The wetland mitigation and monitoring plan presented herein is subject to approval by the regulatory agencies, which includes the U.S. Army Corps of Engineers (USACE), the California Department of Fish and Wildlife (CDFW), and the California Regional Water Quality Control Board (RWQCB).

1.2 Responsible Parties

1.2.1 Permittee

The Permittee is:

City of Dublin
100 Civic Plaza
Dublin, California 94568
Contact: Ms. Laurie Sucgang
(925) 833-6630

The Permittee responsibilities include the following:

- Ensuring the implementation of all construction and management activities associated with the achievement of performance standards and as described in the MMP.
- Ensuring that all activities associated with establishing the Mitigation Property are funded and implemented, including recordation of a Conservation Easement, start-up activities (signage, infrastructure development, as applicable), construction of the wetlands, etc.
- Providing long-term funding to ensure management as described in the MMP.

Any subsequent grading, or alteration of the topography and/or hydrology of the Mitigation Property by the Permittee or its representatives must be approved by the USACE, CDFW, and RWQCB; and the necessary environmental permits, such as a Section 404 permit, must be obtained, if required.

1.2.2 Land Manager

The Land Manager will oversee mitigation habitat construction, plant installation, and maintenance during the 5-year habitat establishment period. The Land Manager is responsible for the following:

- Coordinating mitigation site implementation,
- Assist the contractor with grading and plant installation.
- Coordinate maintenance activities with the landscape maintenance contractor.
- Conducting management activities to preserve and enhance habitat and conservation values in accordance with this MMP.
- Implementing management activities as described in this MMP, including but not limited to:
    - Maintaining and replacing signs and other infrastructure, as needed.
    - Collecting and removing trash.

- Preparing and submitting annual reports.

1.2.3 Project Biologist

The Permittee shall implement this MMP for biological impacts and monitor the mitigation program in accordance with this MMP.

The Project Biologist will monitor habitat on the impact sites. The Land Manager and Project Biologist can be the same entity. The Project Biologist will be a professional botanist, biologist, or restoration ecologist familiar with California flora and fauna, and will have a working knowledge regarding protected habitats and species as defined by the resource agencies. The Designated Biologist must also be familiar with vegetation management practices for maintaining the created habitats.

The Project Biologist will have demonstrated experience in monitoring sensitive resource issues on construction and/or mitigation projects. Specifically, the monitor will have at least four years of university training in wildlife biology or a related science and/or has demonstrated field experience in the identification and life history of the listed species and natural history of sensitive resources in the vicinity of the Project.

1.3 Project Description

The proposed Project involves the excavation of accumulated sediment (233 cubic yards) from an existing engineered roadside ditch, reestablishing the historic capacity and function within the City of Dublin drainage facility. The ditch, located along the eastern embankment of Croak Road, historically conveyed stormwater runoff from the surrounding hillsides now containing the Jordan Ranch and Positano Development Projects. Accumulated sediment has completely filled a majority of the ditch extending from the intersection of Croak Road and Dublin Boulevard south, to the culverted crossing of Croak Road where it parallels the I-580 Freeway. Due to the buildup of sediment in the ditch, flows are now redirected across the adjacent property (Chen Property) and a portion or Croak Road. Proposed maintenance (removal of sediment and reestablishment of the original engineered configuration of the ditch) would restore the deteriorated facility to its historic function. Attachment 1, Figures 7 and 8, depict the Project's impacts and mitigation.

The Project will result in the permanent fill of Waters of the State that total 0.501 acre (97.7 cubic yards) of wetlands/waters resulting from Project development.

As shown in Table 1 below, there would be impacts to two jurisdictional features, one large freshwater emergent wetland, and one small seasonal wetland swale, totaling 0.501 acre. These permanently impacted wetland/waters would be mitigated at a 2:1 ratio (1.002 acres)

Table 1: Water Bodies Impacted		
Wetland/Waters (Type)	**Existing (acres)**	**Impacted (acres)**
Freshwater Emergent Wetland	0.54	0.49
Seasonal Wetland Swale	0.002	0.002
Culvert Replacement	0.009	0.009
Total Wetlands/Waters	**0.551**	**0.501 Total**

The mitigation requirement is to create 1.002 acres of seasonal wetland habitat. The Permittee is proposing to establish (create) 1.002 acre of jurisdictional wetlands within nearby Eagle Ridge Preserve – East Property (Mitigation Property) (Attachment 1, Figure 9). Proposed mitigation will be provided through construction (establishment/creation) of seasonal wetland habitat.

2.0 OBJECTIVES

The primary objective of the Mitigation Property is to provide compensatory mitigation for un-avoidable impacts through the establishment of seasonal wetlands. A summary of mitigation activities is included below in Table 2.

2.1 Habitat Establishment (Creation)

Establishment (creation) means the manipulation of the physical, chemical, or biological characteristics present to develop a natural resource that did not previously exist at an upland site. Establishment results in a gain in natural resource area and functions.

The mitigation requirement is to create 1.002 acre of seasonal wetland habitat. The Permittee is proposing to establish (create) 1.002 acre of jurisdictional seasonal wetlands within the nearby Eagle Ridge Preserve – East Property.

2.1.1 Seasonal Wetland Establishment

Seasonal wetlands will be established (created) by excavating and grading depressions in formerly upland areas. Excavation and grading will expose the clay soils to rainfall and storm water flows that will typically pond and/or saturate the root zone on a seasonal basis during the late winter through early spring months. Construction of the wetland features in these areas will include compaction of the clay layer to reduce infiltration. The goal is to provide the characteristic interception of precipitation and overland flow into seasonal wetlands that will help to ensure habitat diversity and ecosystem health.

Table 2: Mitigation Activity Summary

Pre-Construction Site Conditions	**Post-Construction Site Conditions**						
Habitat Types[1]	**Habitat Types[1]**	**Vegetation[2]**	**Hydrology**	**Mitigation Method**	**Acres**	**Cowardin[3]**	**HGM[4]**
Wetland/Waters of the U.S.							
Annual Grassland	Seasonal Wetland	A mix of hydric grasses, gramanoids, and forbs.	Seasonally flooded	Establishment	1.002	PEM1	Depressional
				TOTAL	**1.002**		

1. Habitat Types: Habitat types are general common qualitative descriptions such as riparian, marsh, tidal wetlands, open water, seasonal wetlands, vernal pool, or annual grassland.
2. Vegetation Classification: Vegetation community types are based on the most recent widely accepted classification system, the communities used are from A Manual of California Vegetation (Sawyer et al. 2009)
3. Cowardin: Use the Classification of Wetlands and Deepwater Habitats of the United States to identify the System, Subsystem, and Class.
4. HGM: Use the Hydrogeomorphic (HGM) Classification of Wetlands to identify the appropriate class. There are seven HGM classes: Riverine, Slope, Mineral Soil Flats, Organic Soil Flats, Depressional, Estuarine Fringe, and Lacustrine Fringe.

3.0 BASELINE INFORMATION

3.1 Location

The Project is located in Dublin, Alameda County, California, while the Mitigation Property is located between Dublin, and Livermore, in Alameda County, California. The Project area is bordered by I-580 to the south, the newly developed Jordan Ranch parcel to the north, the Chen Property to the east, and Fallon Road to the west. The Mitigation Property is located between Manning Road and Collier Canyon Road, approximately 3.5 miles north of I-580 (Attachment 1, Figures 1-5). Representative photographs of the Project site and Mitigation Property can be found in Attachment 2.

The Project Area is located within Section 2, Township 03 South, Range 01 East, and the Mitigation Property is located within Section 18, Township 02 South, Range 02 East Mount Diablo Base and Meridian as shown on the United States Geological Survey (USGS) Livermore and Tassajara 7.5-minute quadrangles (Attachment 1, Figure 3).

Access to the Project Area is provided from Interstate 580. From 580, take the El Charro/Fallon Road exit and make a left onto Fallon Road. Travel north for 0.5 miles then make a right onto Croak Road, the Project Area will be found on the right.

Access to the Mitigation Property is provided by taking Interstate-580 East from Interstate-680. Take exit 52B for North Livermore Avenue toward Livermore. Turn left (north) at North Livermore Avenue and follow it for 3.6 miles. Turn left (west) at Manning Road and follow it for 1.2 miles before turning left (south) onto the Eagle Ridge Preserve – East Property.

3.2 Landscape Position

The Project Area is located within the Livermore Valley, near the base of a series of hills. The topography within the Project Area is generally flat, as it is within an alluvial plain. Soils were formed from alluvium derived from sandstone and shale, and residuum weathered from calcareous shale. The Project Area is located along the I-580 corridor between the city centers of Dublin and Livermore.

The Mitigation Property is located within the hills north of the Livermore Valley. The western portion of the Mitigation Property is flat, with a shallow wetland swale feature flowing north to south. The remainder of the Mitigation Property gradually slopes up to the east.

3.3 Topography and Elevations

The topography of the Project Area is generally flat. There is a gradual gradient sloping south along Croak Road, and the road surface is slightly elevated from the adjacent roadside ditch.

Elevation ranges from approximately 365 feet above sea level in the north and approximately 355 feet above sea level in the south of the Project Area.

The western portion of the Mitigation Property is flat, with an elevation of approximately 730 feet above sea level. A shallow wetland feature bisects the Mitigation Property, flowing north to south. The Mitigation Property gradually slopes up to the east to approximately 755 feet above sea level.

3.4 Watershed Description

The Project Area is located within the San Francisco Bay 8-digit hydrologic unit code (HUC 18050004) and the Lower Arroyo Mocho 12-digit HUC (180500040302) which is approximately 32,593 acres in size. This HUC drains the southern part of Livermore, the area north of Pleasanton, the area east of Dublin, and includes the area north of Tassajara. The wetland features located within the Project Area are not directly connected to Arroyo Mocho, as they enter the local storm drain system. A detailed hydrology report can be found in Attachment 3.

The Mitigation Property is located within the San Francisco Bay 8-digit hydrologic unit code (HUC 18050004). This HUC includes all of the South San Francisco Bay, eastward to include most of Alameda County. More locally, the Property is within the Lower Arroyo Las Positas 12-digit hydrologic unit code (HUC 18050040203). This HUC includes most of the Livermore area, north and south of I-580.

3.5 Climate and Precipitation

The Livermore Valley of California is characterized by a Mediterranean climate of hot, dry summers and a mild, wet winter. In a typical year, two thirds of the precipitation falls during the "rainy season" of November through February. The valley runs in an east to west direction with hills and low mountains surrounding it. The valley is located approximately 12 miles inland from the San Francisco Bay and approximately 25 miles south of the Suisun Bay.

The annual average rainfall for the Livermore area is 14.92 inches (NOAA 2021). Mean maximum temperatures range from a low of 57 degrees Fahrenheit in December and January and a high of 87 degrees Fahrenheit in July and August (NOAA 2021).

3.6 Soils

The USDA Natural Resources Conservation Service (formerly the Soil Conservation Service) mapped soil types within the County (NRCS 2022). The Project Area contains one soil type:

- **RdA: Rincon clay loam, 0 to 3 percent slopes**

Two soil types are found within the Mitigation Property:

- **LaD: Linne clay loam, 15 to 30 percent slopes, MLRA 15**
- **Pb & Pd: Pescadero clay loam, 0 to 6 percent slopes, MLRA 14**

The Rincon clay loam is not classified as a Hydric Soil, but both the Linne clay loam and the Pescadero clay loam soils are classified as Hydric Soils (NRCS 2022). Hydric soils are defined by the National Technical Committee for Hydric Soils as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anoxic conditions in the upper part.

3.7 Historic, Existing, and Surrounding Land Uses

The Project Area has existed in a similar state for several decades, consisting of a paved road with an adjacent roadside ditch. In the early 2000's several residential and commercial developments in the area started development, with the most recent development finishing construction in 2018. The Mitigation Property has also existed in a similar state for several decades, consisting of open grazing and grassland habitat.

3.8 Cultural

A cultural study was conducted by Peak & Associates, Inc. in 2021 and the report concluded that there are no known historical sites within the Project Area. If archeological discoveries are encountered during the course of construction, various mitigation measures will be implemented, and an archeological mitigation plan will be prepared.

3.9 Vegetation

A wetland delineation of the Project Area was conducted in 2018 and found that the Project site supports four habitat types that consist of developed, freshwater emergent wetland, ruderal, and seasonal wetland swale. A wetland delineation of the Mitigation Property was conducted in 2021 and found that the Mitigation Property supports two habitat types that consist of annual grassland and a seasonal wetland swale. Generalized plant community classifications were used to classify the habitat types found on the Property. The final classification and characterization of the habitat types of the Project Area and Mitigation Property were based on field observations.

3.9.1 Project Area Habitat Types

<u>Developed</u>

The developed habitat on the Project consists of the paved road-base of Croak Road. There is little to no vegetation growing in these areas. Some ruderal species are located along the edge of the road, or growing from cracks in the pavement, and include Italian ryegrass (*Festuca perennis*) and rip gut brome (*Bromus diandrus*).

Freshwater Emergent Wetland

There is a large freshwater emergent wetland that runs north to south, parallel and adjacent to Croak Road. Dominant vegetation within this feature includes narrow leaf cattail (*Typha latifolia),* curly dock (*Rumex crispus*), Italian rye grass (*Festuca perennis*), baltic rush (*Juncus balticus*), flatsedge (*Cyperuss eragrostis*), Mediterranean barley (*Hordeum marnium*), and rabbit's foot grass (*Polypogon monspeliensis*). This emergent wetland continues onto the adjacent Chen Property.

Ruderal/Annual Grassland

There is a small area of ruderal habitat south of Croak Road, but still within the city right-of-way. This area is surrounding a culvert and consists of highly disturbed and ruderal vegetation including wild oat (*Avena fatua*), perennial pepperweed (*Lepidium latifolium*), black mustard (*Brassica nigra*), yellow star thistle (*Centaurea solstitialis*), and rip gut brome. A large portion of the Chen Property adjacent to the Project site is currently undeveloped grazing land. Vegetation in this area includes wild oat, soft chess (*Bromus hordeaceous*), rip gut brome, Italian rye grass, yellow star thistle, and Mediterranean linseed (*Bellardis trixago*).

Seasonal Wetland Swale

There is a small seasonal wetland swale located at the very south end of the Project Area. This feature is the outlet for the culvert that flows under Croak Road. This feature was dominated by vegetation such as Baltic rush, Mediterranean barley, curly dock, and wild radish (*Raphanus raphanistrum*).

3.9.2 Mitigation Property Habitat Types

Annual Grassland

Most of the Mitigation Property consists of annual grassland habitat that is regularly grazed by cattle. This annual grassland habitat is dominated by non-native annual grasses and forbs such as wild oat, ripgut brome (*Bromus diandrus*), wall barley (*Hordeum murinum*), Italian ryegrass, black mustard, milk thistle (*Silybum marianum*), heron bill filaree (*Erodium cicutarium*), and California burclover (*Medicago polymorpha*).

Seasonal Wetland Swale

There is a long, linear seasonal wetland feature that bisects the Mitigation Property. This feature begins at the fence line on the north boundary of the Eagle Ridge Preserve – East Property. There is a small, 6-inch culvert that runs under Manning Road that feeds the feature. The swale then flows southwest off the Property through one of two culverts and into the West Branch of Cayetano Creek. While the north end of this feature is unvegetated due to cattle grazing and wallowing, the rest of this feature is vegetated largely with Mediterranean barley and some annual grassland species. This feature is very shallow with berms of only 2 – 4 inches but has a distinct change in vegetation along its boundary.

3.10 Wetlands/Waters of the U.S.

Hydrological characteristics, flow, and connectivity of the Project Area were determined in 2018 during a wetland delineation following USACE standard protocol on the Property and surrounding areas under the same ownership. The delineation has not been verified but it identified the presence of approximately 0.542 acre of wetlands within the study area as shown on Attachment 1, Figure 6.

Hydrological characteristics, flow, and connectivity of the Mitigation Property were determined in 2021 during a wetland delineation following USACE standard protocol on the Property and surrounding areas under the same ownership. The delineation was verified on May 17, 2021 and includes the seasonal wetland swale that bisects the Mitigation Property (Attachment 1, Figure 7).

3.11 Special-Status Species

A Biological Resource Assessment was completed by Olberding Environmental in 2016 for the Project Area and in 2022 for the Mitigation Property and found that the Property has the potential to support numerous special status plants and animals. The presence of seasonal wetlands on the Property supports a wide variety of wildlife. Special-status species with the potential to occur are listed below.

- **Prostrate Vernal Pool Navarretia (*Navarretia prostrata*) CNPS 1B.** This species is found in vernal pools and similar habitats. There is a recorded CNDDB occurrence of this species within the Project Area. The freshwater emergent wetland habitat found east of Croak Road provides suitable habitat for this species in the Project Area. This species is not anticipated to occur within the Mitigation Property.

- **San Joaquin Spearscale (*Atriplex joaquiniana*). CNPS List 1B.** This species is found among chenopod scrub, meadows, seeps, playas, and valley and foothill grasslands with alkaline soils. The freshwater emergent wetland habitat found east of Croak Road provides suitable habitat for this species within the Project Area. A CNDDB occurrence of this species occurs immediately west of the Mitigation Property, and may occur within the Mitigation Property.

- **Congdon's Tarplant (*Centromadia parryi* ssp. *congdonii*). CNPS List 1B.** This species typically occurs in valley and foothill grasslands in moist alkaline soils. There is a recorded CNDDB occurrence of this species within the Project Area. The freshwater emergent wetland habitat found east of Croak Road provides suitable habitat for this species within the Project Area. An extant CNDDB occurrence of this species overlaps with part of the Eagle Ridge Preserve – East Property, therefore it is considered present within the Mitigation Property.

- **California Red-Legged Frog (CRLF) (*Rana draytonii*). Federally Threatened, California Species of Special Concern.** This species is found in lowlands, foothill woodland and grasslands, near marshes, lakes, ponds, or other water sources. These amphibians require dense shrubby or emergent vegetation closely associated with deep still or slow moving water. Generally, these frogs favor intermittent streams with water at least two and a half feet deep and where the shoreline has relatively intact emergent or shoreline vegetation. CRLF is known from streams with relatively low gradients and those waters where introduced fish and bullfrogs are absent. There is a recorded CNDDB occurrence of this species within the Project Area. The freshwater emergent wetland habitat found east of Croak Road provides suitable habitat for this species within the Project Area. There is a CNDDB occurrence of this species immediately adjacent to the Mitigation Property. Due to the close proximity of recent and nearby occurrences, there is a high potential for CRLF to use the Mitigation Property in a dispersal and upland capacity.

- **California Tiger Salamander (*Ambystoma californiense*). Federally Threatened, State Threatened.** This species prefers vernal pools and other temporary ponds as breeding pools. However, they may also use permanent manmade ponds as breeding habitat. A minimum of ten weeks is required to complete larval development through metamorphosis, at which time the larvae will normally weigh about ten grams. The freshwater emergent wetland habitat found east of Croak Road provides suitable habitat for this species within the Project Area. The Mitigation Property does not contain suitable CTS breeding ponds; however, the grassland habitat within the site contained structural features such as small mammal burrows that could provide suitable upland habitat within a close proximity to known CTS breeding ponds. For these reasons, there is a high potential for CTS to occur within the Mitigation Property.

- **Burrowing Owl (*Athene cunicularia*). California Species of Special Concern.** Burrowing owls are ground dwelling members of the owl family and are small brown to tan colored birds with bold spots and barring. Burrowing owls generally require open annual grassland habitats in which to nest, but can be found on abandoned lots, roads, airports, and other urban areas. Burrowing owls generally use abandoned California ground squirrel holes for their nesting burrow, but are also known to use pipes or other debris for nesting purposes. Burrowing owls prefer annual grassland habitats with low vegetative cover. A CNDDB occurrence of this species is located east of the Mitigation Property. Wintering owls have been observed just west of the site at Eagle Ridge Preserve for many years, most recently in November 2018. The Mitigation Property contains similar soil composition and grassland habitat as the adjacent Eagle Ridge Preserve to the west of the site. Additionally, the grasslands within the Mitigation Property provide suitable foraging habitat within the site, and the ample active ground squirrel burrow complexes

onsite create suitable breeding habitat for burrowing owl. For these reasons, burrowing owl may occur in the Mitigation Property in a breeding and foraging capacity.

- **Red-shouldered Hawk (*Buteo lineatus*). State Protected.** This medium-sized raptor's habitat varies from bottomland hardwoods and riparian areas to upland deciduous or mixed deciduous-conifer forest, and almost always includes some form of water, such as a swamp, marsh, river, or pond. A red-shouldered hawk has been previously observed on the adjacent property to the Project Area. The freshwater emergent wetland habitat provides potential foraging habitat for the species in the Project Area. This species has also been observed foraging in the Mitigation Property, and is present in a foraging capacity.

- **Red-Tailed Hawk (*Buteo jamaicensis*). State Protected.** This large raptor forages among grassland habitat, and nests within large trees. This species has been observed foraging within the Chen Property, adjacent to the Project Area. The freshwater emergent wetland and ruderal habitat provide potential foraging habitat for this species in the Project Area. This species has been frequently observed foraging in the Mitigation Property and has been recently observed nesting in the Eucalyptus trees immediately south of the Mitigation Property. Therefore, this species is present within the Mitigation Property.

- **Prairie Falcon (*Falco mexicanus*). California Species of Special Concern.** This raptor is known to inhabit dry open terrain either in level or hilly habitats. Prairie falcons nest on cliffs, but will forage far afield. Similar in appearance to the female of the smaller merlin (*Falco columbarius*), it shows a darker facial stripe than the merlin. The wings and tail are pale brown and the underside is cream-colored and heavily spotted. Prey species are birds and small mammals. This species has a high potential to forage across the Mitigation Property, but there is no potential for nesting.

- **American Kestrel (*Falco sparverius*). State Protected.** This small raptor forages among open areas with short ground vegetation and sparse trees including meadows, grasslands, deserts, parks, farm fields, cities, and suburbs. Kestrels utilize cavities in trees for nesting and hunt small rodents and birds. This species was observed foraging within the Chen Property, adjacent to the Project Area. The freshwater emergent wetland and ruderal habitat provide potential foraging habitat for this species in the Project Area. This species has been frequently observed foraging in the Mitigation Property, and is present in a foraging capacity.

- **White-tailed Kite (*Elanus leucurus*), CDFW Fully Protected.** This small hawk is found among various grassland habitats, including undisturbed, open grasslands,

meadows, farmlands, and emergent wetlands. Nests are typically placed near the top of dense tree stands such as oak or willow and are located near foraging areas. The freshwater emergent wetland provides potential foraging habitat for this species on the Project Area. White-tailed kites have been frequently observed foraging in and around the Mitigation Property during survey events. There are several large willow trees within the riparian habitat near to the Mitigation Property that could be suitable nest sites for white-tailed kite. For these reasons, white-tailed kite has a high potential to occur in a foraging capacity.

- **Loggerhead Shrike (*Lanius ludovicianus*). Federal Species of Special Concern, California Species of Special Concern.** This small to medium sized bird prefers open habitats with scattered shrubs, trees, posts, fences, utility lines, or other perches. It occurs only rarely in heavily urbanized areas, but is often found in open cropland. These birds use shrubs, dense trees, and thickets of vegetation for nesting sites. The freshwater emergent wetland and ruderal habitat provide potential foraging habitat for this species in the Project Area. This species has been observed foraging in the Mitigation Property, and is present in a foraging capacity.

- **Tricolored Blackbird (*Agelaius tricolor*). Federal Species of Special Concern, California Species of Special Concern.** This small to medium sized bird is highly colonial and nests in marshy habitats, often in large stands of blackberry and cattail. The freshwater emergent wetland habitat provides potential nesting habitat for this species in the Project Area. Foraging opportunities exist across the Mitigation Property for this species. This species may occur in a foraging capacity in the Mitigation Property.

- **Golden Eagle (*Aquila chrysaetos*). California Fully Protected.** The golden eagle is typically found in open grasslands, pastures, and oak woodland, often near lakes and rivers. Their plumage is dark brown overall, with some white at the base of the tail, and golden-to-blonde feathers on the nape of the neck. The bill and talons are black and the cere (soft membrane that covers the nostrils) and feet are yellow. There are three CNDDB occurrences of this species located near the Mitigation Property. Additionally, golden eagles have been observed foraging within the adjacent Eagle Ridge Preserve during several survey events. For these reasons, golden eagle is present in the Mitigation Property in a foraging capacity only.

- **American Badger (*Taxidea taxus*). California Species of Special Concern.** This large member of the weasel family has a flat body with short legs ideally suited to digging burrows. Found in open plains, prairies, forests and grasslands, this species feeds on ground squirrels, mice, and gophers. Badgers mate between July and August, but do not give birth until March. There is a CNDDB occurrence of this species located

approximately 3 miles west of the Mitigation Property, 1.7 miles south of the junction of Tassajara Road and Highland Road. Signs of a badger were observed at this location in 1992. The annual grassland within the Mitigation Property is suitable habitat for American badger. Additionally, signs of badgers and their remains have been observed within the Mitigation Property and badgers have been observed in the adjacent Eagle Ridge Preserve. For these reasons, American badger may occur in the Mitigation Property.

- **San Joaquin Kit Fox (*Vulpes macrotis*). Federally Threatened, California.** The San Joaquin kit fox (SJKF) has a slim body with large, conspicuous ears, and a long, bushy, black tipped tail. It is the smallest canid species in North America. The SJKF lives in annual grassland habitats where friable soils are present in which they may excavate den sites. The general habitat requirement for the kit fox is annual grasslands or grassy open habitat stages with scattered shrubby vegetation. Food requirements for the SJKF are rodents, insects, and even garbage in urbanized areas. Grassland habitats with a large rodent prey base and loose textured soils are thought to provide the best habitat for the SJKF. There are two historic CNDDB occurrences in the vicinity of the Mitigation Property. The grassland habitat is considered to be somewhat suitable for SJKF, especially considering the abundance of ground squirrel burrow complexes. However, due to the lack of recent sightings within the Livermore Valley area, SJKF will most likely occur in the Mitigation Property in a dispersal capacity only.

4.0 IMPLEMENTATION PLAN

This section presents the Implementation Plan for the mitigation habitat. Habitat creation (establishment) will include the construction of a low gradient wetland depressional feature that will develop into seasonal wetland habitat.

Prior to implementation of the wetland construction activities, a qualified biologist will conduct surveys to assess the possible presence of species that may be impacted by construction activities. Work onsite may occur during avian nesting periods; if active nests are observed during wildlife surveys, a suitable buffer will be established to ensure that active nests are not negatively impacted during implementation of the construction activities.

4.1 Implementation Approach and Sequence

This section summarizes wetlands creation activities and sequencing and identifies the responsibilities of the Project Biologist and Restoration Contractor. References to sections providing more detailed information on topics covered are included. The Mitigation Plan shows the areas where wetland creation will occur within the nearby Eagle Ridge Preserve – East Property (See Figure 9). A cross section of the target wetland topography is also on this figure.

Upon completion of construction, installation of fencing, gates and signs will also occur where needed along the perimeter of the Mitigation Property. As-built plan survey activities and reporting will also be conducted at completion of work.

4.2 Site Preparation

The wetland establishment site will first be mowed close to the ground and the upper 4 to 6 inches of soil will be excavated and stockpiled at designated upland locations; this soil will subsequently be spread on the new wetlands to provide organic matter and potentially wetland plant seed material to the newly established wetland mitigation habitat.

4.3 Grading

The seasonal wetlands will be mass-graded/excavated using a rubber-tired earth mover to form bottom microtopography and side slopes. Excavated material will be temporarily stockpiled onsite and will be mounded as a balanced cut-and-fill project.

Finish grading will involve grading along the edges of an excavated area to tie into existing topography and grading the bottom of the created wetland area to provide the appropriate flat topographic relief (<1-2 percent slope) for wetland hydrology, soil, and plant development. Grading activities will be monitored by a grade checker using a hand level to ensure that the constructed wetlands meet the design criteria. The grade checker will be under the direction of the Project Biologist.

4.4 Revegetation of Disturbed Areas

The created wetland will be seeded with a native seed mix to enhance wetland vegetation growth. Seeding with native seed mix (Table 3), coupled with natural colonization by species from seed sources in the existing soils will bring in a mix of both native and non-native species. The established wetlands are expected to show significant vegetative growth within 3 to 4 years.

Species selected for the wetland and upland seed mixes were chosen based on their respective wetland indicator statuses and the ability to survive in alkaline/saline environments. To ensure suitability to the conditions at the Project site, many of the species chosen for both the wetland and upland seed mixes have a moderate to high salt tolerance.

Hydrophytic plant species, or those with an indicator status of FAC, FACW, or OBL, were chosen for the wetland seed mix as they are more suited to frequent saturation and/or inundation. Most of the species selected for the upland seed mix have a wetland indicator status of FAC, FACU, or UPL as they are more suited to dry conditions.

The areas to be seeded will be harrowed after finish grading to achieve a one to two-inch deep friable seed bed. The seed mix will be broadcast at the specified rates and lightly harrowed into

the seed bed to achieve good seed to soil contact. Any erosion control BMPs including fabric and straw wattle installation will occur after broadcast of seed but before application of hydromulch. A mixture of hydromulch, tackifier, and water at appropriate rates will be sprayed with a trailer or truck mounted hydroseeder over the top of the seeded soil bed. Seeding is planned to occur right before the rainy season (i.e., September/October) or early in the rainy season (i.e., November). It is anticipated that wetland plant species will colonize rapidly during the winter/spring following construction.

Table 3. Seasonal Wetland Seed Mix

Scientific Name	Common Name	Wetland Status	Pounds Per Acre *
Cyperus eragrostis	Tall flat-sedge	FACW	4
Eleocharis macrostachya	Common spikerush	OBL	4
Euthamia occidentalis	Western goldenrod	FACW	3
Festuca microstachys	Pacific fescue	FAC	6
Hordeum brachyantherum	Meadow barley	FACW	6
Juncus patens	Spreading rush	FACW	2
Lasthenia californica	California goldfields	FAC	2
Plagiobathrys nothofulvus	Rusty popcorn flower	FAC	1
	Total		**28**
* The final seed mix and pounds per acre will be based on native seed availability and pure live seed rates on available stock.			

The disturbed upland areas within the Mitigation Property will be subject to seeding with a native seed mix as shown below in Table 4.

Table 4. Preserve Upland Seed Mix

Scientific Name	Common Name	Wetland Status	Pounds Per Acre*
Achillea millefolium	White yarrow	FACU	1
Bromus carinatus	California brome	UPL	5
Elymus glaucus	Blue wildrye	FACU	6
Eschoscholzia californica	California poppy	UPL	2
Festuca microstachys	Pacific fescue	FAC	4
Hordeum brachyantherum	Meadow barley	FACW	6
Lupinus bicolor	Miniature lupine	UPL	2
Stipa pulchra	Purple needle grass	UPL	4
	Total		**30**

* The final seed mix and pounds per acre will be based on native seed availability and pure live seed rates on available stock.

4.5 Implementation Schedule

Construction of the mitigation habitat is planned 2022 depending on receipt of permits and authorizations. Because the established wetlands will not receive supplemental irrigation water, the seeding timing is important. Due to the unpredictability of the rainy season, the Project Biologist will schedule the seeding. After initial planting and seeding is complete, the site will be maintained and managed by activities described in this MMP.

4.6 Documentation of As-Built Conditions

Within 60-days after wetland construction is complete; a post-construction as-built survey will be prepared and submitted to USACE. This report will include:

- The as-built plan based on the post-construction survey.
- Description of construction activities, paying particular attention to any adjustments to the installation plan.
- Photo-documentation of construction activities, as well as identification of permanent photo point locations.

5.0 MAINTENANCE PLAN

Maintenance will be required in order for the ecological functions and values of the site to meet and/or exceed performance expectations. Maintenance shall be considered habitat management where an adaptive management strategy is employed, and multiple aspects of the Mitigation Property are evaluated in order to determine the most feasible and desirable maintenance pathway.

Maintenance activities will be conducted during the five-year establishment period.

5.1 Pest Plant and Wildlife Species

Plant and wildlife species considered to be a threat to the mitigation will be subject to monitoring and control.

Control of nuisance plants may include the use of specific herbicides. Herbicide application is allowed, but only to control small, localized stands of nuisance vegetation. Manual or mechanical control activities will be considered first and will be evaluated for reduced species impacts compared to herbicides. They may also be utilized if an herbicide application is

determined not to be feasible or desirable by the Land Manager. Manual methods include hand pull or the use of handheld tools to remove nuisance vegetation. Mechanical methods may include mowing with string trimmer or deck mower as determined by the Land Manager.

The following specifications must be adhered to prior to application of herbicides within the Mitigation Property.

- Herbicide application is allowable but should only be considered feasible after manual and mechanical methods have been ruled out. Application of herbicides will be accomplished in accordance with the following standards:
    - Herbicides will be used only by a qualified and licensed applicator (QAL) and only applied according to a licensed pest control advisor (PCA) recommendation.
    - Under the direction of the Land Manager, a biological monitor will accompany sprayers to prevent impacts to non-target native vegetation that is to be retained.
    - Target vegetation will only be sprayed using EPA-approved herbicides which are recommended for use in wetlands.
    - Small spot treatments will be prioritized over large-scale broadcast methods to minimize the footprint of the herbicide application.
- If manual and mechanical efforts are not effective, herbicide may be used to target nuisance plant species found on the Property. Nuisance species are defined as Cal-IPC high species and moderate broadleaf species. Nuisance species found within the Property include yellow star thistle, black mustard, bull thistle (*Cirsium vulgare*), artichoke thistle (*Cynara cardunculus*), and stinkwort (*Dittrichia graveolens*). Studies have shown chlorsulfuron (Telar brand) to be a highly effective pre-emergent herbicide that specifically targets broadleaf species, such as yellow star thistle. Utilizing a selective herbicide such as chlorsulfuron should be prioritized above using a non-selective herbicide such as glyphosate; however, glyphosate may be a viable option as a last resort if all other control efforts are ineffective, or if otherwise determined by adaptive management.

5.2 Fencing

Fencing to exclude unwanted human activity from the Mitigation Property will be maintained in good condition to prevent unauthorized encroachment. Site fencing will consist of five-strand barb wire with t-posts installed at ten feet on center. All new fence that is constructed will be wildlife friendly in that the top and bottom strands will be smooth, and the bottom strand will be no less than 16 inches above the ground.

6.0 PERFORMANCE STANDARDS

This section presents the performance standards that need to be achieved before the compensatory mitigation activities can be deemed successful. Annual monitoring results will be compared with performance standards to indicate the extent to which the Mitigation Property is developing suitable wetland habitat. If annual monitoring results fall below performance standards, the cause will be investigated by the Project Biologist and adaptive management recommendations will be proposed to remediate the deficit and attain compliance with the final performance standards.

The seasonal wetland habitat will be monitored, and the results will be compared against performance standards below to ensure the site provides high quality ecological functions and values. There will be six performance standards for the created habitat within the Mitigation Property (Table 5):

- PS-1 - The frequency of inundation and/or saturation will be a minimum of 18.25 continuous days per year within the established (created) wetland habitat.
- PS-2 - The established (created) wetland habitat will show evidence of ponding in photographs.
- PS-3 – The established (created) wetland habitat will show an increase in vegetative cover over 5 years. The wetland will have at least 75% absolute cover by Year 5.
- PS-4 – The established (created) wetland habitat will have a minimum of 51 percent absolute cover of OBL, FACW, and FAC species by Year 5.
- PS-5 – The established (created) wetland habitat will meet all three Corps criteria in Years that a wetland delineation is performed (Years 3 and 5).
- PS-6 – Nuisance plant species cover on the overall site will not be greater than 10 percent. Nuisance plant species will be those that have a “high” rating by Cal-IPC or are “moderate” broadleaf species.

7.0 MONITORING AND REPORTING

Monitoring and reporting for performance will occur for a minimum of 5-years for wetlands/waters or until attainment of performance standards. If performance standards are not met by the end of the stated monitoring and management period for a given habitat type, then monitoring can be extended into future years until performance standards are attained, remedial actions may occur, or compensatory mitigation may be required through another mitigation mechanism to make up the difference.

The monitoring objectives:

1. Track habitat progress towards meeting the performance standards, and
2. Identify and remedy any problems that could impact the success of the mitigation effort and/or compromise the ecological functions and values of the site.

The monitoring protocol and results will be reviewed annually. Adjustments to monitoring procedures may be required as the site changes over time, or if logistical problems render a procedure unduly difficult to conduct. Such adjustments will be discussed with the regulatory agencies as necessary. After reviewing the monitoring reports, the regulatory agencies may also have suggestions for adjusting the monitoring program. Regulatory agency suggestions will be reviewed and, if appropriate, incorporated into the following year's monitoring program. The key is to anticipate that the monitoring program may need occasional adjustments to remain accurate, complete, and feasible.

Table 5: Performance Standards

Category	Performance Standard	Establishment Year				
		Year 1	Year 2	Year 3	Year 4	Year 5
PS-1 Wetland Hydrology	The wetland will show evidence of wetland hydrology through inundation (ponding) and/or saturated soil conditions.	The seasonal wetland habitats will be saturated or inundated for at least 14 days during an average rainfall year.				
PS-2 Wetland Hydrology	Data will be collected by direct observation, photo documentation, and/or water measurement devices (staff-gauges) placed in the selected wetland features.	The established (created) wetland habitat will show evidence of ponding in photographs.				
PS-3 Vegetation Percent Cover	The wetland will have germination and growth of a variety of plant species and at appropriate overall cover levels.	Total area coverage may be sparse after first year. Presence of young shoots for seeded species.	The wetland will have at least 50% absolute vegetative cover.	The wetland will have at least 60% absolute vegetative cover.	The wetland will have at least 70% absolute vegetative cover.	The wetland will have at least 75% absolute vegetative cover.
PS-4 Wetland Species	The seasonal wetlands will be dominated by hydrophytic vegetation (OBL, FACW, and FAC).					A minimum of 51 percent absolute cover of OBL, FACW, and FAC species.
PS-5 Wetland Verification	A wetland delineation will be conducted with a sufficient number of paired sampling points to differentiate the boundary between upland and wetland.			Wetland delineation		Wetland delineation
PS-6 Invasive species	The overall mitigation site will not be dominated by non-native invasive vegetation.	Total absolute cover of non-native invasive plant species (all plant species with “High” impact rankings by Cal-IPC and all broadleaf species with “moderate” rating) is no more than 10 percent.				

7.1 Seasonal Wetland Monitoring

Hydrology data will be collected from the established (created) habitat to coincide with the California rainy season (i.e., Sept/Oct to Apr/May). The first hydrology data collection event will occur with the onset of fall rains no more than two weeks after the first soaking rain event (i.e., one inch of rain in 24 hours). Hydrology monitoring will occur at least monthly during the rainy season and will not end until bankfull ponding is documented with a photograph and/or at least 18.25 days of ponding/saturation has occurred. Monthly hydrology monitoring events will occur until the wetlands are totally dry, presumably early- or mid-summer.

At each data collection event, water depths will be recorded from staff gauges which will be marked at one-inch increments and placed in the bottoms of the habitat features they are intended to provide data for or collected by hand with a measuring stick or ruler.

Monitoring of wetland vegetation using randomly placed one square meter quadrats will occur during the spring monitoring event. Quadrats will be placed randomly within the seasonal wetland habitats. Each plant species occurring within the quadrat will be recorded and assigned an absolute cover value. The absolute percent cover of bare ground and thatch will also be recorded from each quadrat. Photos will be taken of the quadrats and a representative sample will be included in annual monitoring reports.

Photographic monitoring will also occur at each wetland data collection event from fixed photo points and any other relevant areas. Photos of actively ponded wetlands will be taken and provided in monitoring reports.

Annual precipitation data will be obtained from the closest climatological station and included in monitoring reports.

Vegetation, soil, and hydrologic conditions will be monitored using the USACE' 1987 Wetlands Delineation Manual, the Corps' September 2008 *Regional Supplement to Corps of Engineers Wetland Delineation Manual: Arid West* (Version 2.0) (Arid West Supplement), and relevant USACE guidance documents whereby field observations will be made in the wetlands during the rainy season until the wetland soil and hydrology criteria are met. The percentage and depth of ponded water and/or soil saturation will be noted during monitoring visits. This information will be recorded on the Arid West field data sheet.

7.2 Non-Native Invasive Vegetation Monitoring

Plant species designated by the California Invasive Plant Council (Cal-IPC - https://www.cal-ipc.org/plants/inventory/) to be plant pests (impact rating of "high") will not be allowed to colonize and become established within the Mitigation Property. The percent cover of non-native invasive species will come from qualitative plant community assessment, wetland delineation

vegetative data, direct observation, and/or photo documentation. Any problematic or new stands of non-native invasive vegetation will be photographed and described in the monitoring report along with recommendations for control and/or eradication.

7.3 Photo Documentation

Photo documentation will occur during all monitoring years from permanent photo stations that will be established during construction and shown on the as-built plan drawings. Photo station locations will be selected to illustrate year-to-year progress in relation to the existing habitat. Photo locations will be recorded with GPS equipment to ensure photos will be taken from the same location each year. Photographs will also be taken to record any events that may have a significant effect on the success of restoration, such as flood, fire, or vandalism. The location and direction of view of the photo stations will be provided with all monitoring reports. Color photocopies of the permanent photo stations will be included as an attachment in monitoring reports.

7.4 Annual Report

Habitat establishment monitoring reports summarizing the results of the monitoring effort will be submitted to the regulatory agencies by December 31 every year for the first 5 years.

The annual report will document the degree to which the Mitigation Property is meeting the performance standards. The monitoring reports will describe any deficiencies in attaining and maintaining performance standards and any remedial action proposed, approved, or performed. If remedial action(s) have been completed, the annual report will also evaluate the effectiveness of that action.

A final monitoring report summarizing the mitigation project and evaluating the site's overall performance will be prepared and submitted at the end of monitoring (Year 5). The final annual report will include a count and assessment of species. A final field visit will be conducted to verify that onsite conditions are consistent with information documented in the annual reports.

The annual report will include the following information.

Project Overview (1 page)

a. Agency Permit Numbers

b. Name of party responsible for conducting the monitoring and the date(s) the inspection was conducted.

c. A brief paragraph describing the purpose of the approved project, acreage and type of resources impacted; and mitigation acreage and type of resources authorized to compensate for the impacts.

d. Written description of the location, any identifiable landmarks of the compensatory mitigation project including information to locate the site perimeter(s), and coordinates of the mitigation site (expressed as latitude, longitudes, UTMs, state plane coordinate system, etc.).

e. Dates the compensatory mitigation project commenced and/or was completed.

f. The time period covered (i.e., the dates "from" and "to").

g. Short statement on whether the performance standards are being met.

h. Dates of any recent corrective or maintenance activities conducted since the previous report submission.

i. Specific recommendations for any additional corrective or remedial actions.

Requirements (1 page)

a. List the monitoring requirements and performance standards specified in the approved mitigation plan or special conditions of agency permits.

b. Evaluate whether the compensatory mitigation project site is successfully achieving the approved performance standards or trending towards success. (Use a table to present this information).

c. Management tasks accomplished during the year shall be identified. All herbicide use shall be reported. The type of herbicide, target species, frequency and duration of use, and minimization measures will be reported.

Summary Data (4 pages maximum)

a. Present summary data to substantiate the success and/or potential challenges associated with the compensatory mitigation project.

b. Include photo documentation to support the findings and recommendations in the monitoring report and to assist the Project Biologist in assessing whether the compensatory mitigation project is meeting applicable performance standards for that monitoring period.

- Format submitted photos to print on a standard 8 ½" x 11" paper.
- Show date and clearly label photos with the direction from which the photo was taken.
- Identify the photo stations on the appropriate maps.

Maps and Plans (3 pages maximum)

Provide maps that show location of compensatory mitigation site relative to other landscape features; mitigation site perimeter; habitat types; locations of photo reference points, transects, sampling data points, and other pertinent features.

- Format maps/diagrams to print on 8.5" x 11' paper.
- Include a legend and photo locations.

Conclusions (1 page)

a. Include statement that describes the conditions of the compensatory mitigation project.

b. If performance standards are not being met, explain the difficulties and potential remedial actions together with a timetable for correction.

8.0 ADAPTIVE MANAGEMENT/REMEDIAL MEASURES

Adaptive management is a strategy to deal with unexpected changes in site conditions, responsibilities, or performance of the site so that the compensatory mitigation project achieves its objectives and ecological performance standards.

Potential problems that may trigger a need for adaptive management include failure to attain performance standards, fire, substantial infestation by non-native plants and animals, and unanticipated anthropogenic problems such as large-scale trespassing and vandalism.

The Project Biologist will regularly analyze site progress as part of monitoring and reporting and will suggest remedial measures to address unforeseen changes in site conditions or other components of the mitigation project.

If the annual monitoring results indicate that the site is falling below performance threshold values, then remedial actions will be implemented and funded by the Permittee of the mitigation project. Remedial actions may include but are not limited to: replacement planting, additional

watering, nuisance plant control and eradication, monitoring for additional years, and mitigating for the project at an alternative site.

9.0 REFERENCES AND LITERATURE CONSULTED

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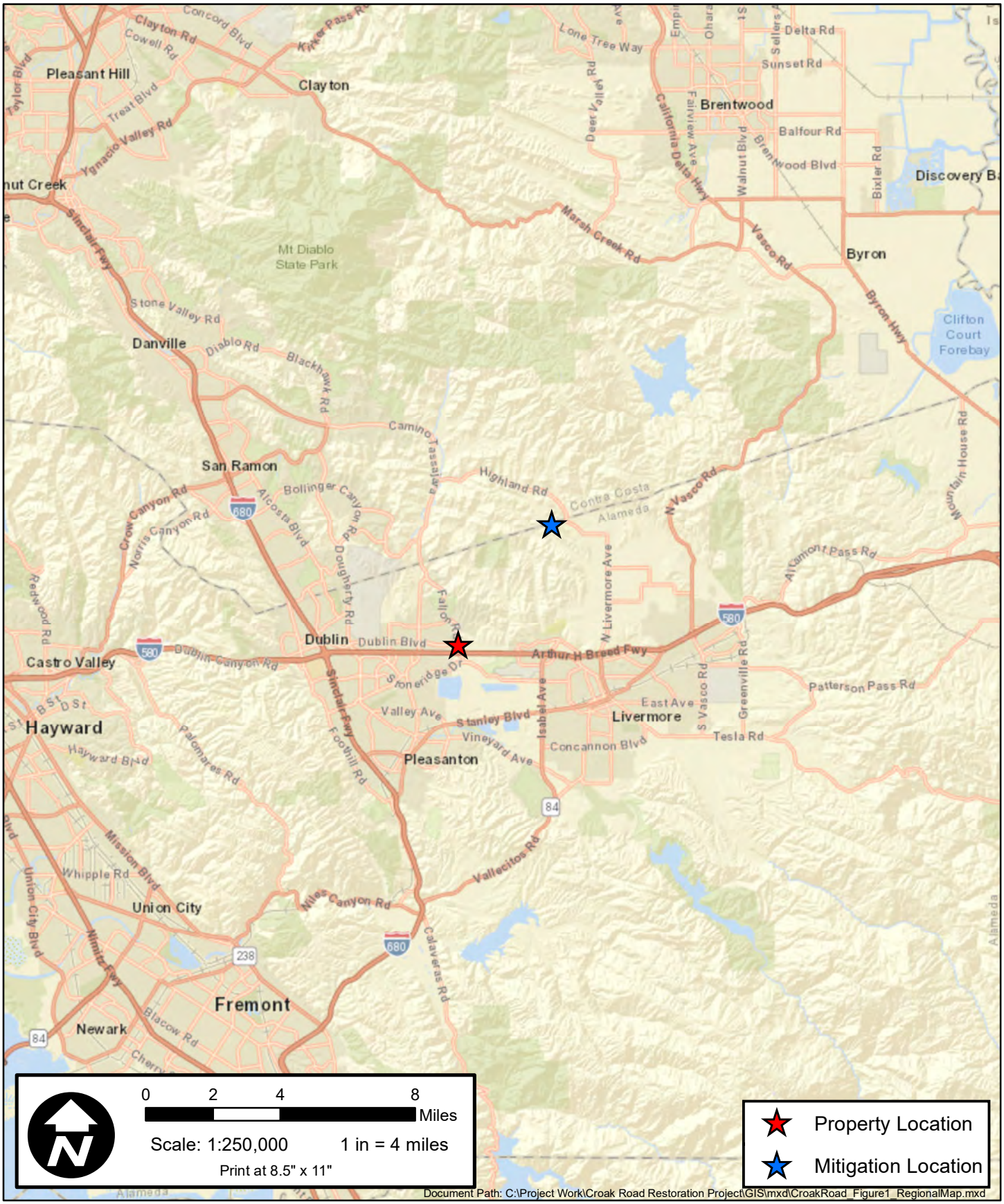
Sawyer J. T. Keeler-Wolf, and K. Evans. 2009. A Manual of California Vegetation, Second Edition. California Native Plant Society.

Attachment 1

Figures

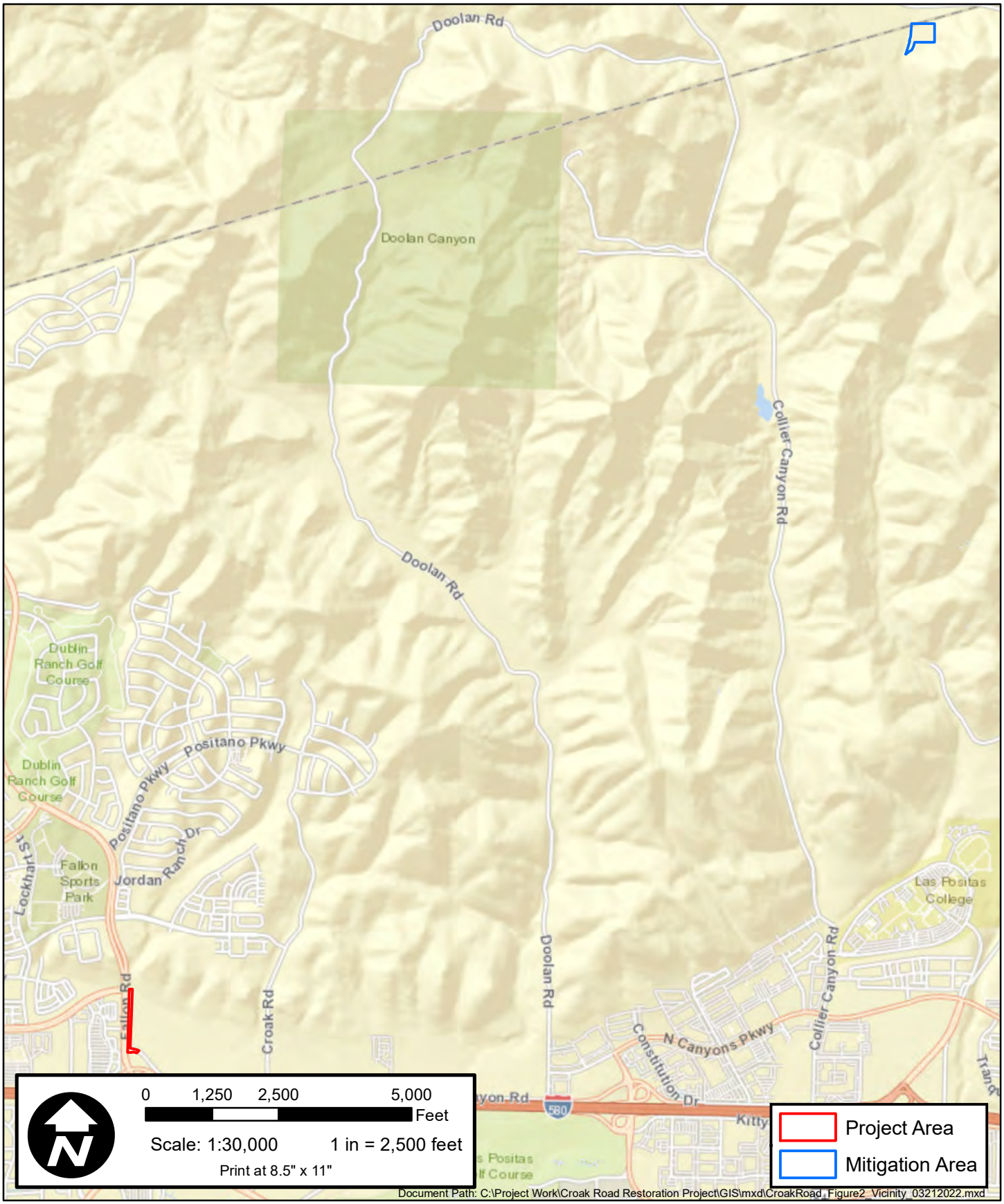


Document Path: C:\Project Work\Croak Road Restoration Project\GIS\mxd\CroakRoad_Figure1_RegionalMap.mxd

OLBERDING ENVIRONMENTAL
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 1: Regional Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 03/18/2022



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Folsom, CA 95630
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Figure 2: Vicinity Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 03/21/2022

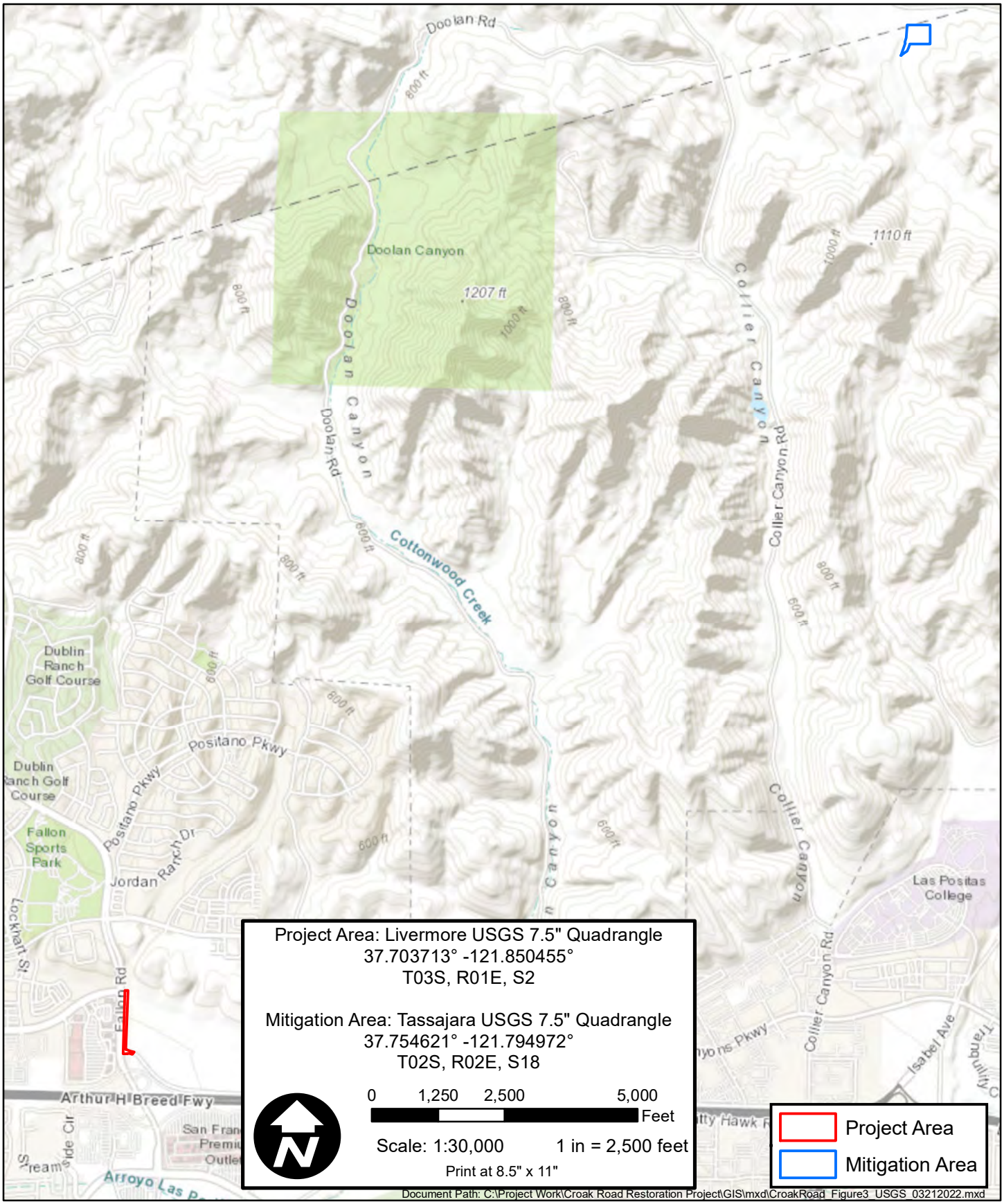

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Figure 3: USGS Topographic Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 03/21/2022

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Figure 4: Project Area Aerial Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 03/22/2022

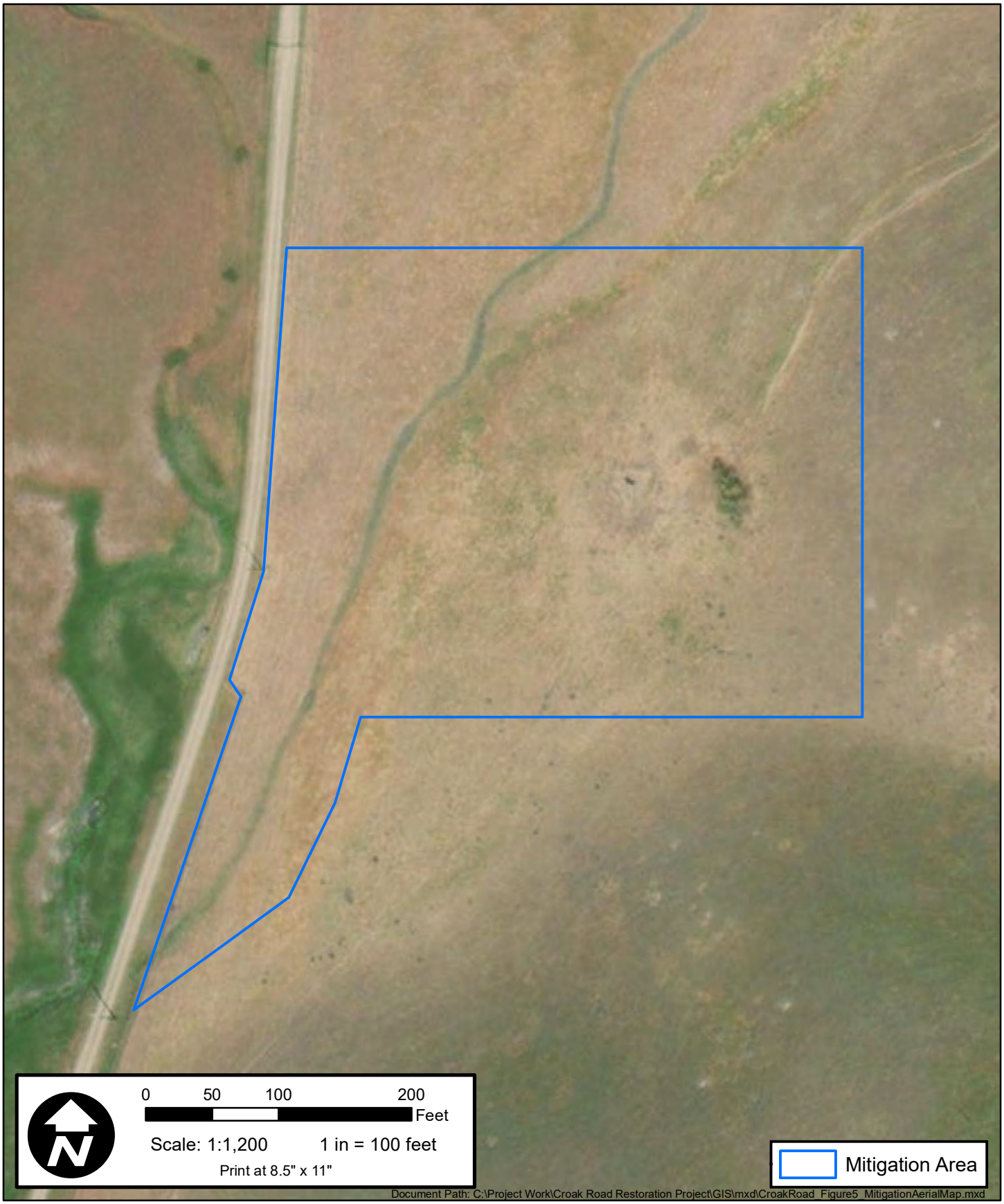

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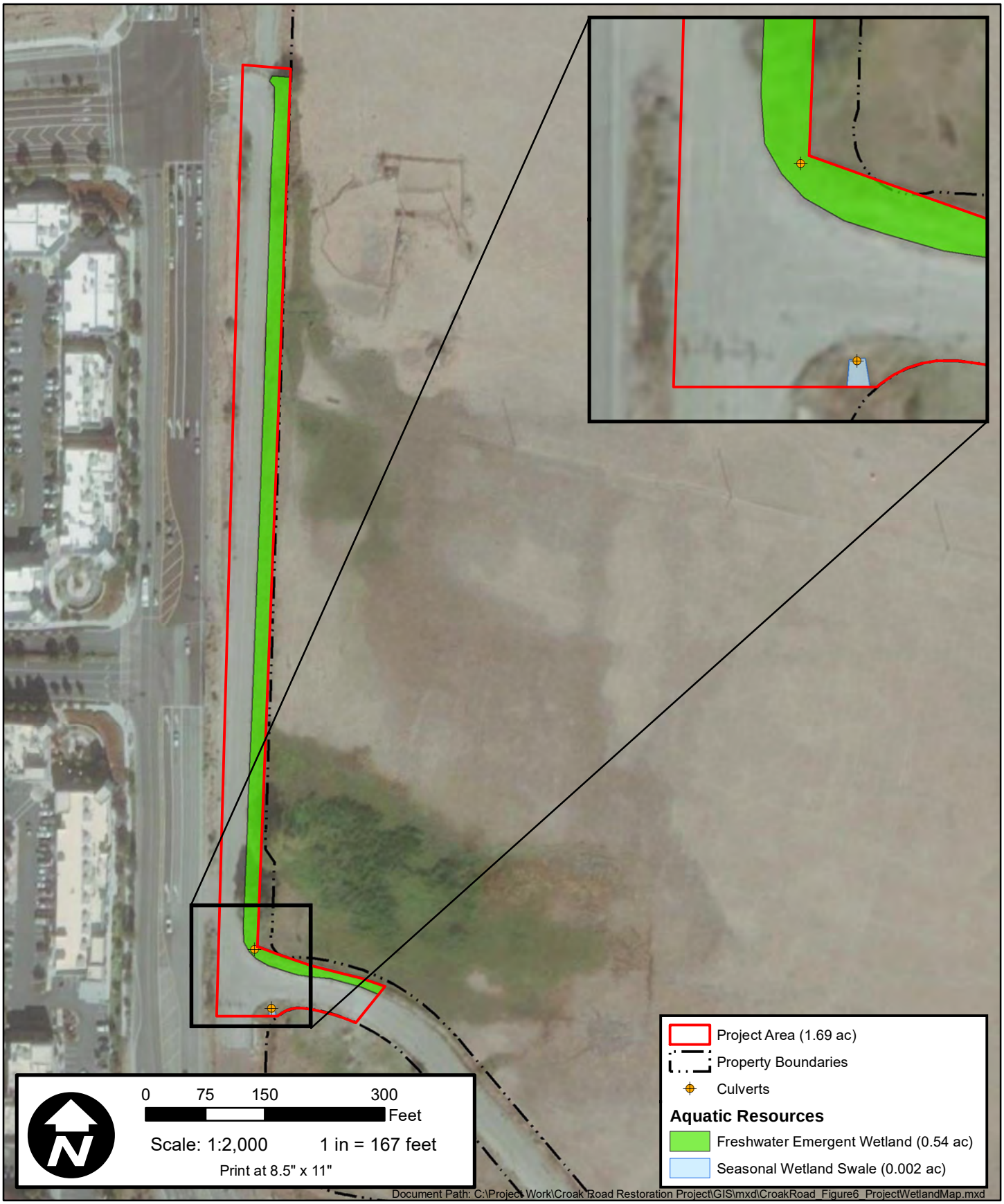
Figure 5: Mitigation Area Aerial Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 03/22/2022



193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 6: Project Area Jurisdictional Delineation
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 03/22/2022

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Phone: (916) 985-1188

Figure 7:
Eagle Ridge Preserve - East
Jurisdictional Delineation Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

- Eagle Ridge Preserve - East (173.45 acres)
- Mitigation Area (4.02 AC)
- Map Reference Points
- Upland Sample Point
- Wetland Sample Point
- Culverts

Corps Jurisdictional Features

- Wetlands
- Corps Jurisdictional Waters

N
W E
S

0 220 440 880 Feet

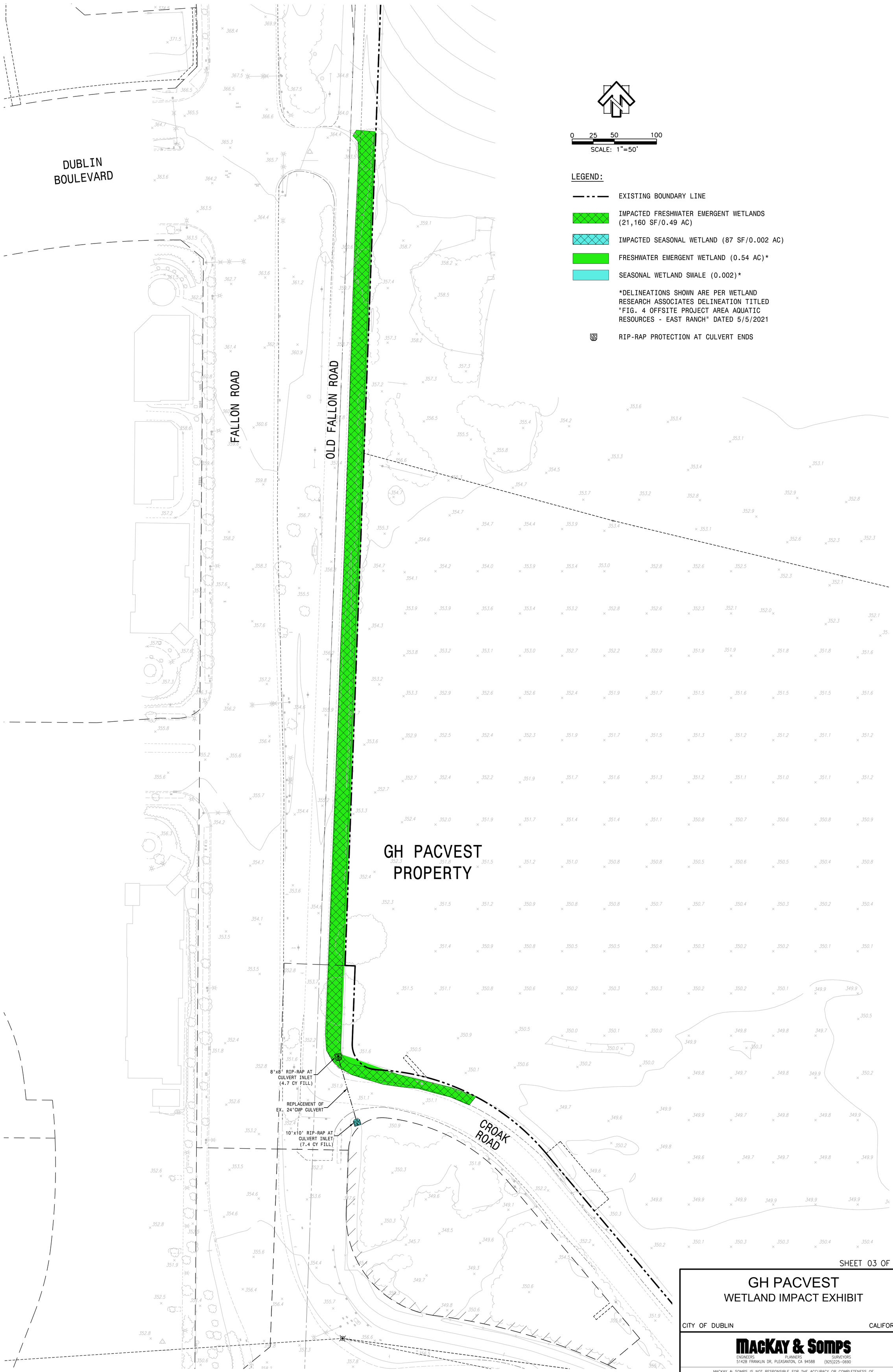
Scale: 1:4,205 1 inch = 350 feet

Print at 11" x 17"

Coordinate System:
NAD 1983 2011 StatePlane California III FIPS 0403 Ft US
Projection: Lambert Conformal Conic
Datum: NAD 1983 2011
Units: Foot US

Map Revision Date: 3/22/2022

Made in accordance with the
Updated Map and Drawing Standards for the
South Pacific Division Regulatory Program,
as amended on February 10, 2016, by:
Jason Deters, Project Manager
Enforcement and Special Projects Unit
U.S. Army Corps of Engineers
South Pacific Division
1325 J Street, Room 1350
Sacramento, California 95814-2922



SHEET 03 OF 03

GH PACVEST
WETLAND IMPACT EXHIBIT

CITY OF DUBLIN — CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

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OFFICE	SCALE	DATE	JOB NO.

08-06-2021 3:50pm Mariana Mena P:\19887\PLN\EXH-P\DITCH DRAINAGE GRADING\EXH- WETLAND IMPACT PLAN.DWG

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Folsom, CA 95630
Phone: (916) 985-1188

Figure 9:
Off-site Mitigation Area Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Eagle Ridge Preserve - East Boundary

Mitigation Area (4.0 AC)

Proposed Wetland Mitigation (1.002 AC)

Existing Wetland Features

Seasonal Wetland Swale

N
W E
S

0 50 100 200 Feet

Scale: 1:1,200 1 in = 100 feet
Print at 11" x 17"

Coordinate System:
NAD 1983 2011 StatePlane California III FIPS 0403 Ft US
Projection: Lambert Conformal Conic
Datum: NAD 1983 2011
Units: Foot US

Created on: 03/22/2022

Attachment 2

Representative Photographs

1. Facing south, photo shows the Project area along Croak Road facing south towards Interstate I-580. September 24, 2019.

2. Facing northeast, photo shows the corner of Croak Road where water is pooling on the road due to the blocked culvert. The Project will be replacing the culvert to allow for flow to the storm drain under the I-580 freeway. September 24, 2019.

3. Facing northeast, photo shows the wetland area at the bend in Croak Road. November 1, 2021.

4. Facing south, photo shows ponded water within the ditch under the trees at the south end of Croak Road. March 14, 2018.

5. Facing southwest, photo shows the seasonal wetland swale in the northwest corner of the Eagle Ridge Preserve – East Property that bisects the Mitigation Area. April 7, 2021.

6. Facing southwest, photo shows another portion of the existing seasonal wetland swale in the Mitigation Area. The mitigation features will be constructed on either side of this swale. April 7, 2021.

7. Facing southeast, photo shows the upland habitat adjacent to the seasonal wetland swale where the mitigation features will be constructed. April 7, 2021.

Attachment 3

Hydrology Report

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

Project Number: 19887.1DG.D

TECHNICAL MEMORANDUM

Date: August 4, 2021

To: Wooi J. See Ferris, GH Pacvest

From: Mariana Mena, MacKay & Somps

Subject: Fallon 580 Property – East Dublin GH Pacvest

Hydrology and Hydraulics Calculations for the Ditch Re-Grading

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Purpose:

This memorandum is prepared to analyze and demonstrate that the proposed re-graded trapezoidal ditch at Old Fallon Road and Croak Road has adequate flow capacity to contain and convey the 10-year design storm. As part of the effort to restore the ditch drainage capacity, the existing 24" CMP culvert which is damaged and mostly buried will be replaced with a new 24" SD culvert will be installed under existing Croak Road to convey the re-graded ditch flows to the existing incised ditch on the south side of Croak Road within the Alameda property which is believed to the be the historical direction of ditch flow.

Background:

The existing roadside ditch is located along the east side of Old Fallon Road and flows from north to south along the western edge of the GH Pacvest property south of Central Parkway. The watershed limits tributary to the existing ditch are comprised of predominantly the open space drainage / pedestrian corridor that runs northeast to southwest through the middle of the existing Jordan Ranch and Positano residential communities. All the runoff from the surrounding Jordan Ranch and Positano developments on both side of the drainage corridor drain to hard-lined pipe systems; that ultimately drain west to the 84" SD trunk main that flows south within the Fallon Road right-of-way. The 84" SD trunk main was built with the Positano Development and sized to convey all the storm runoff flows from the fully developed communities of both Jordan Ranch and Positano. The watershed limits tributary to the 84" SD pipe are outlined per the Dublin Ranch Drainage Master Plan, exhibit titled "Master Drainage Plan Areas and Land Use" dated March 2006, refer to **Appendix A.** The watershed limits tributary to the existing ditch are illustrated in **Appendix B** "Existing Ditch Watershed Map".

Methodology:

The hydrology calculations presented in this memorandum apply the "Rational Method", which follow the procedures outlined in the Alameda County Hydrology and Hydraulics manual. A Rational Method analysis was performed for the watershed tributary to the existing ditch to determine the runoff volume generated by the watershed in a 10-year design storm. A hydraulic analysis of the proposed re-graded ditch and replacement 24" culvert for the 10-year design storm flows were analyzed using the TLW software. The "TLW Hydrology and Hydraulics" software

developed by MacKay & Somps Civil Engineers, Inc. applies rational method peak flowrate calculations with closed-conduit pipe and open channel routing computations. TLW is categorized as a one-dimensional steady-state model which computes friction and minor losses for partially or fully flowing pipes/channels.

The Alameda County Flood Control District manual uses a modified form of the rational method for estimating peak flow applicable for small watersheds, natural or urbanized, with drainage areas less than 300 acres. The rational method correlates peak discharge to rainfall intensity through the following formula:

Rational Method:

$$Q=CIA$$

Where: Q = peak discharge (cfs)
C = runoff coefficient (unitless)
I = design rainfall intensity (in/hr)
A = tributary drainage area (ac)

- Determine Maximum 10-year flowrate discharging into the proposed re-graded ditch + culvert

Q = CIA

C = 0.30 — Per **"Table 2- Basic Runoff coefficients for particular land use and soil type"** of Alameda County Flood Control District Hydrology and Hydraulics Manual a C value of 0.25 is recommended but for conservative measures the C value of 0.30 is chosen.

A= 86.9 AC — The project watershed has an overall area of 86.9 acre, refer to **Appendix B.**

I = 1.30 in/hr — Rainfall Intensity (I10) is based on the Mean Annual Precipitation, MAP and time of concentration, Tc. The Tc for the watershed is estimated using approximate the longest flow path length. For this project we are assuming a minimum inlet time of 20 minutes. By using the project location on attachment 6, "Mean Annual Precipitation" the MAP is 16. Per attachment 7, "Rainfall Intensity -10 year storm" of Alameda County Flood Control District Hydrology and Hydraulics Manual using an MAP =16 and Tc=20 min the I = 1.30 in/hr

Q = 0.30*(1.30 in/hr)*(86.9 AC)

Q_{10} = 33.9 cfs

- TLW calculations for the trapezoidal channel are calculated based on the following criteria:

Q_{10} = 33.9 cfs

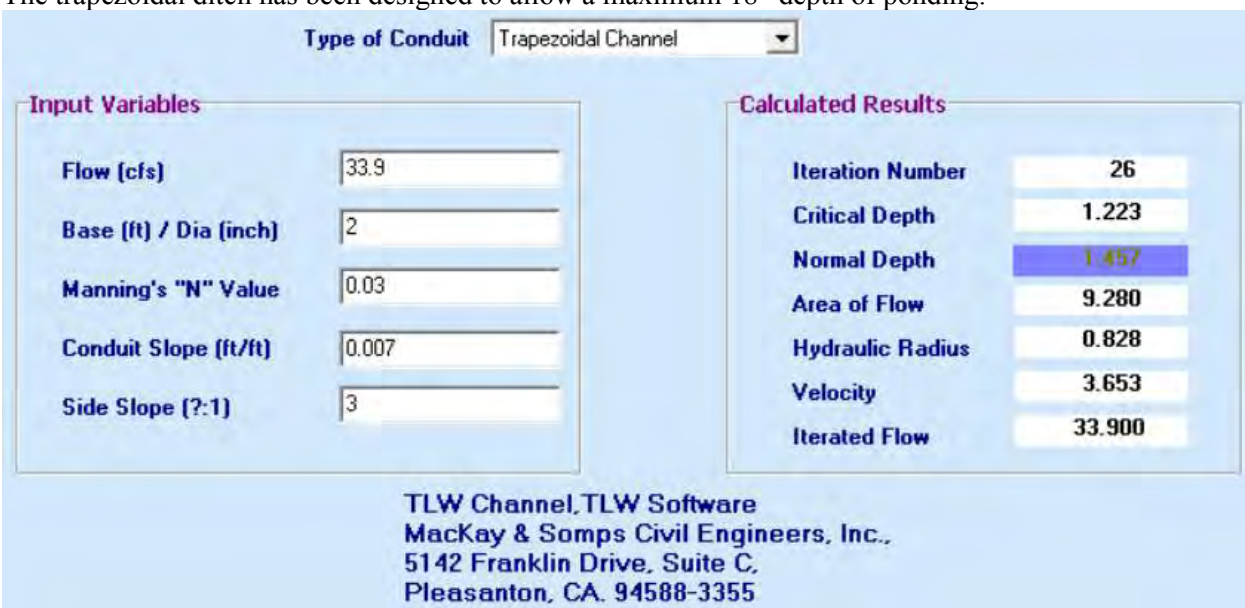
Channel base = 2ft

N value = 0.03 Per **"Table 9 – Manning's Roughness Coefficient"** of Alameda County Flood Control District Hydrology and Hydraulics Manual, smooth geometric earth channel.

Slope = 0.007 min

Side Slope = 3:1

The trapezoidal ditch has been designed to allow a maximum 18" depth of ponding.



The TLW results above illustrate that at minimal slope conditions of 0.007 the ditch flow will never exceed 1.5 feet in depth since the normal depth given is 1.457 feet.

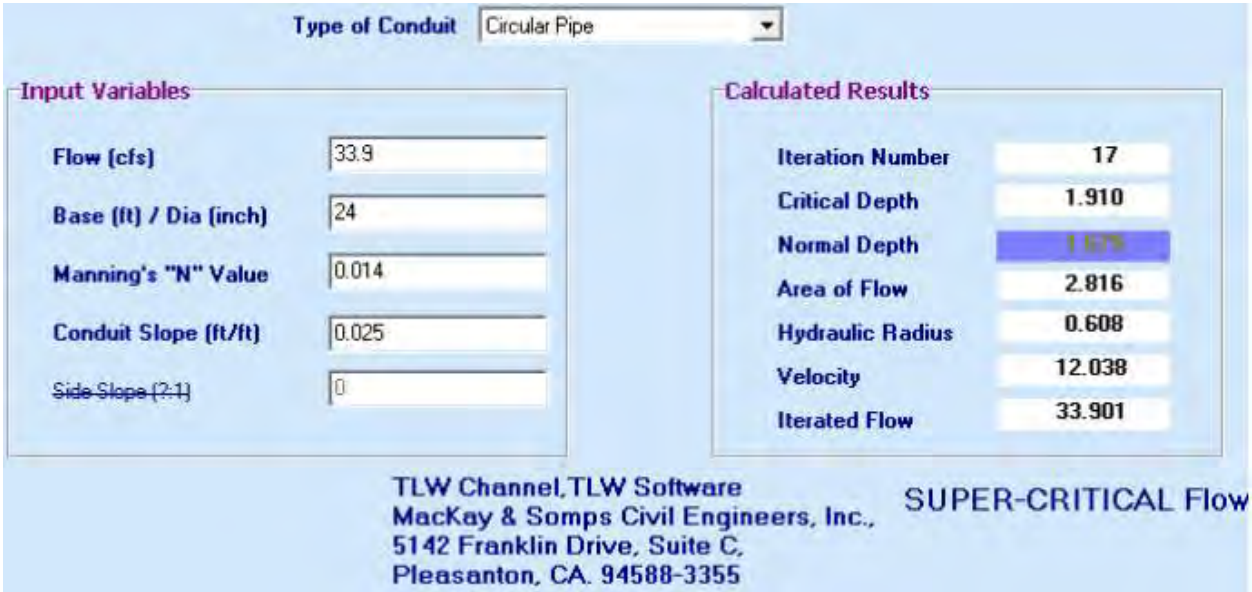
- TLW calculations for the 24" SD culvert are calculated based on the following criteria:

  Q_{10} = 33.9 cfs

  Pipe Diameter = 24 in

  N value = 0.014 Per **"Table 9 – Manning's Roughness Coefficient"** of Alameda County Flood Control District Hydrology and Hydraulics Manual, reinforced concrete pipe for conduits less than 36" diameter

  Slope = 0.025



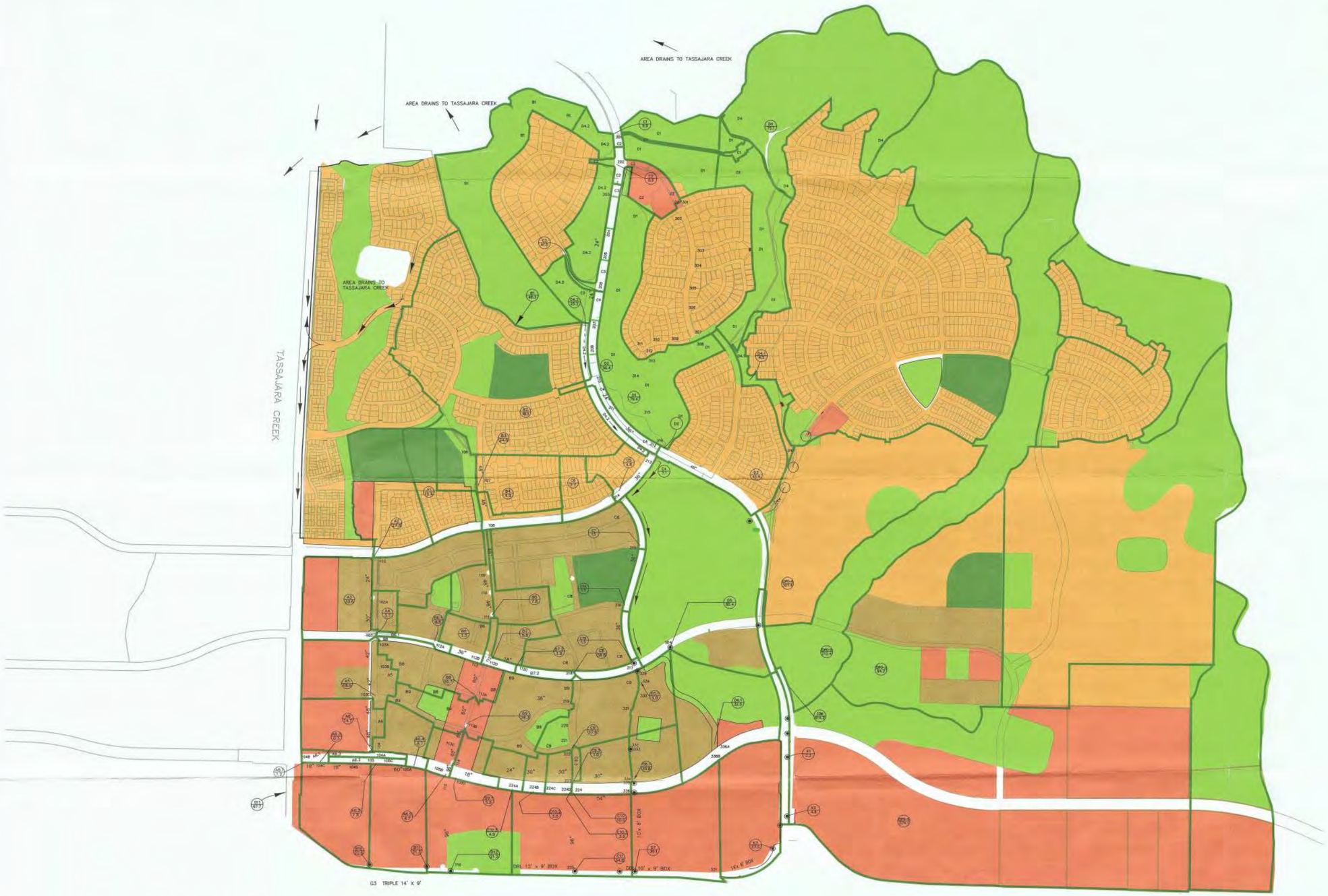
The TLW results yield a normal depth of 1.68 feet for a design flow of 33.9 cfs, resulting in the pipe flowing 90% full under a supercritical flow regime.

Summary:

Based on the above methodology and analysis results it has been confirmed that the proposed trapezoidal re-graded ditch and replacement culvert will have adequate capacity to contain and convey the calculated 10-year design storm runoff flow. Therefore, it has been demonstrated that the proposed ditch re-grading and 24" culvert replacement will correct the current drainage issues and re-establish the historic drainage patterns towards the south and will adequately convey the anticipated design storm flows.

Appendix A

Master Drainag Plan Areas and Land Use map
(from the Dublin Ranch Drainage Master Plan – March 2006)



LEGENDS

- OPEN SPACE AND PARK
- COMMERCIAL AND OFFICE
- MULTIPLE RESIDENTIAL
- SINGLE FAMILY RESIDENTIAL
- SCHOOL
- MAJOR DRAINAGE AREA BOUNDARY
- X / XX.X — DRAINAGE AREA DESIGNATION / AREA (ACRES)
- PIPE JUNCTION NODE
- 100 — NODE NUMBER

0 300 600 1200
SCALE:1" =600'

MASTER DRAINAGE PLAN
AREAS AND LAND USE

MACKAY & SOMPS
CIVIL ENGINEERING•LAND PLANNING•LAND SURVEYING
5142B FRANKLIN DR., PLEASANTON, CA. 94588 (925) 225-0690

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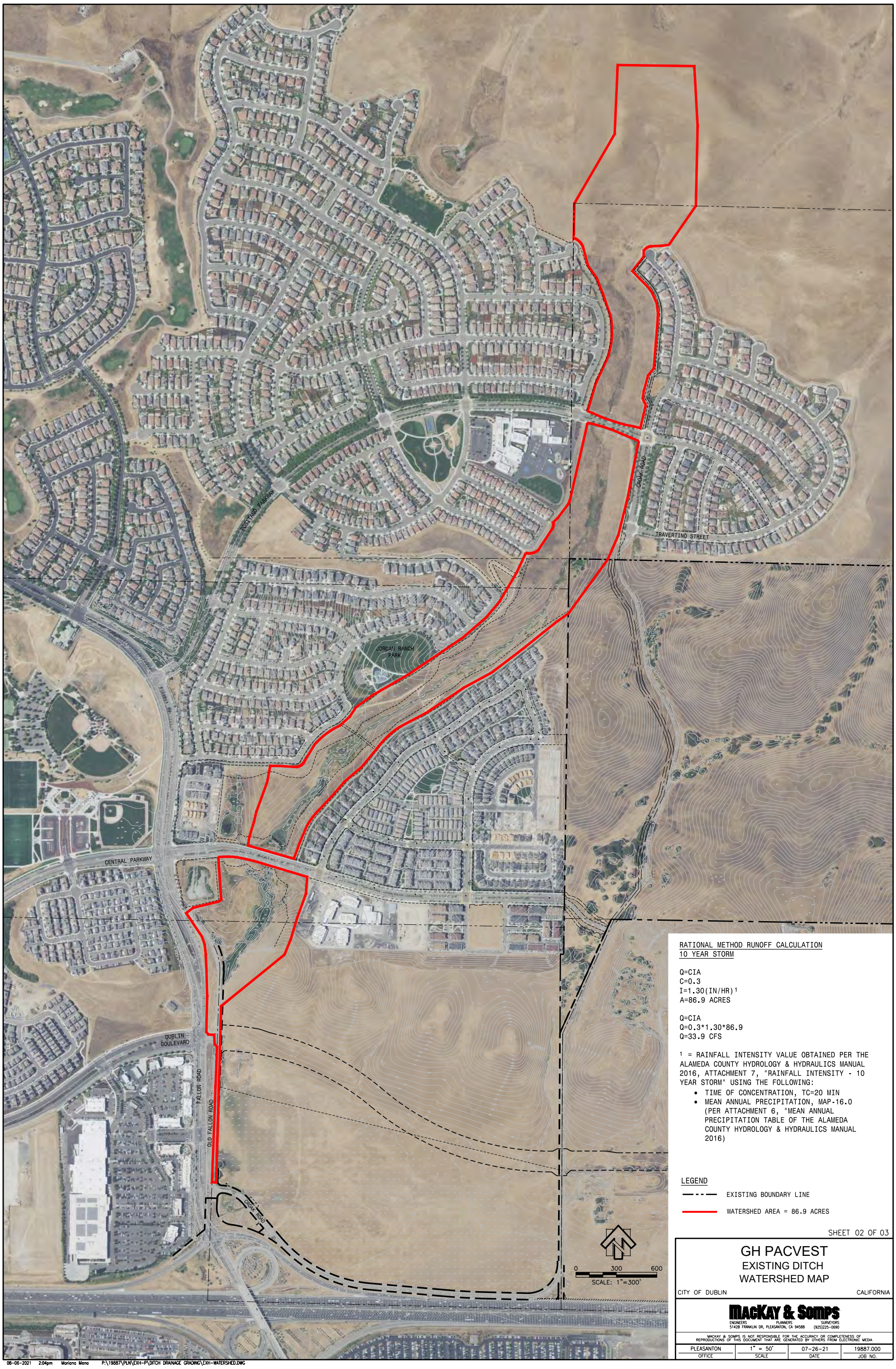
BLY	1" = 600'	FEBRUARY 2006	11267-05

3-01-2006 10:55:55 agarza P:\16034-30\San Ramon\11267-05 Master Drainage\4-28-04 Rev. HEC 1 Analysis\color-exh-2-3-06-REVZ.dwg

Appendix B

Existing Ditch Watershed Map



RATIONAL METHOD RUNOFF CALCULATION
10 YEAR STORM

Q=CIA
C=0.3
I=1.30(IN/HR)[1]
A=86.9 ACRES

Q=CIA
Q=0.3*1.30*86.9
Q=33.9 CFS

[1] = RAINFALL INTENSITY VALUE OBTAINED PER THE ALAMEDA COUNTY HYDROLOGY & HYDRAULICS MANUAL 2016, ATTACHMENT 7, "RAINFALL INTENSITY - 10 YEAR STORM" USING THE FOLLOWING:

- TIME OF CONCENTRATION, TC=20 MIN
- MEAN ANNUAL PRECIPITATION, MAP-16.0 (PER ATTACHMENT 6, "MEAN ANNUAL PRECIPITATION TABLE OF THE ALAMEDA COUNTY HYDROLOGY & HYDRAULICS MANUAL 2016)

LEGEND

EXISTING BOUNDARY LINE

WATERSHED AREA = 86.9 ACRES

SHEET 02 OF 03

GH PACVEST
EXISTING DITCH WATERSHED MAP

CITY OF DUBLIN CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

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PLEASANTON	1" = 50'	07-26-21	19887.000
OFFICE	SCALE	DATE	JOB NO.

08-06-2021 2:04pm Mariana Mena P:\19887\PLN\EXH-P\DITCH DRAINAGE GRADING\EXH-WATERSHED.DWG

PERPETUAL CONSERVATION EASEMENT ENDOWMENT AGREEMENT FOR EAGLE RIDGE PRESERVE- EAST PROPERTY MITIGATION AREA

THIS PERPETUAL CONSERVATION EASEMENT ENDOWMENT AGREEMENT ("Agreement"), made and entered into on _____ by and between, **the City of Dublin** ("City" or "Founding Contributor") and **Golden State Land Conservancy, a California non-profit 501(c)(3)** ("GSC") (collectively referred to as the "Parties").

RECITALS

WHEREAS, the City of Dublin and GH PacVest, LLC, a Delaware limited liability company ("**GH PacVest"**) own certain real property located in the City of Dublin, County of Alameda, State of California located at the intersection of Croak Road and Interstate 580 occupied by a ditch and outfall;

WHEREAS, Rocky Ridge, LLC controls certain real property known as the Eagle Ridge Preserve – East Property, described below and is proposing to provide a portion of the property for wetland creation, preservation, and channel restoration and enhancement described in the ***Wetland Mitigation & Monitoring Plan for the Croak Road Ditch/ Drainage Maintenance Project****,* City of Dublin, Alameda County, California, prepared by Olberding Environmental, Inc., dated March 2022, attached hereto and incorporated herein as **Exhibit A** (the "**MMP**");

WHEREAS, City and Rocky Ridge entered into a Contract for Transfer of Mitigation Rights and Performance of Mitigation Services for the Croak Road Ditch/ Drainage Maintenance Project (the "**Mitigation Agreement**") effective as of the _____ day of July, 2022 for the establishment and preservation of mitigation at the Eagle Ridge Preserve – East Property;

WHEREAS, Rocky Ridge is under contract to GSC and GSC is the grantee of the Conservation Easement and retains the perpetual rights and obligations of management of the Eagle Ridge Preserve – East Property, as described in the ***Long Term Resource Management Plan for the Eagle Ridge Preserve Croak Road Management Area,*** City of Dublin, Alameda County, California, prepared by Olberding Environmental, Inc., dated June 2022, attached hereto and incorporated herein as **Exhibit B** (the "**LTMP**"), and as established by the Conservation Easement for the Eagle Ridge Preserve – East Property Mitigation Area (see Exhibit B LTMP, Attachment 2 – Conservation Easement);

WHEREAS, portions of the Eagle Ridge Preserve - East Property are suitable and available for habitat and species mitigation purposes to include the establishment of seasonal wetlands and preservation of upland habitat for the California Red-Legged Frog (*Rana daraytonii*) ("**CRLF**");

WHEREAS, the City of Dublin is the sponsor and permittee of the project referred

to as the "Croak Road Ditch/Drainage Maintenance Project", and the project is required to establish 1.002 of seasonal wetland habitat and preserve 3.003 acres of upland habitat suitable for use by CRLF as described in the Eagle Ridge Preserve – East Property MMP in order to meet mitigation requirements set forth in the Croak Road Ditch/Drainage project permits and authorizations (the "**Permits**") issued by the U.S. Army Corps of Engineers ("**Corps**"), the U.S. Fish & Wildlife Service ("**Service**") and San Francisco Bay Regional Water Quality Control Board ("**RWQCB**") (collectively, the "**Permitting Agencies**");

WHEREAS, the City desires to provide mitigation at the Eagle Ridge Preserve – East Property for the Croak Road Ditch/Drainage Maintenance Project through the creation of 1.002 of seasonal wetland habitat and the preservation of upland habitat suitable for use by CRLF consistent with both the Croak Road Ditch/Drainage Maintenance Project MMP and the LTMP for the Eagle Ridge Preserve – East Property (collectively "the **Plans**"), and these mitigation efforts satisfy the mitigation requirements set forth in the Permits issued to the City by the Permitting Agencies. The "Eagle Ridge Preserve – East Property Mitigation" consists of the establishment of 1.002 acre of jurisdictional seasonal wetlands by excavating and grading depressions in formerly upland areas and of a total of 3.003 acres of upland habitat that will be preserved for CRLF dispersal habitat (see Exhibit B LTMP, Attachment 1- Figures);

WHEREAS, the Plans provide for the establishment of an endowment for the long-term management, maintenance and monitoring of the preserved and established habitats for a portion of the Eagle Ridge Preserve - East Property Mitigation Area in accordance with the Permits;

WHEREAS, the City as the permittee and Founding Contributor desires to have this endowment fund established to support the management, preservation, enforcement and protection of a portion of the Eagle Ridge Preserve - East Property Mitigation Area by GSC, as created under the Conservation Easement;

WHEREAS, GSC is a California non-profit corporation and is land trust accredited and specializes in the provision of habitat mitigation services and is an appropriate entity to establish and hold such an endowment, and;

WHEREAS, GSC is willing and able to hold the conservation easement endowment, subject to the terms and conditions hereof.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties agree as follows:

1. NAME OF FUND. There is hereby established in, and as a part thereof, a fund designated as the "Eagle Ridge Preserve – East Property Mitigation Area Endowment Fund" (hereinafter referred to as the "**Fund**") which is separate from the

funds Rocky Ridge holds for managing other properties comprising Eagle Ridge Preserve to receive contributions in the form of money.

2. PURPOSE. The purpose of the Fund shall be to fund long-term management and monitoring of the Eagle Ridge Preserve-East Property Mitigation Area, as well as to fund GSC's management and monitoring oversight activities, enforcement and protection of the Eagle Ridge Preserve – East Property Mitigation Area as required by the Permitting Agencies and as described in the Conservation Easement, the Plans applicable to that instrument, and the funding amounts identified pursuant to that instrument, as specified below, and in Sections 3 and 4 of this Agreement.

3. FUNDING. As the consideration for Rocky Ridge to accept the maintenance and long term management responsibilities specified in the MMP and the LTMP, and to further the charitable purposes to permanently preserve the benefits of the Conservation Easement, and also to manage the Fund in accordance with Uniform Prudent Management of Institutional Funds Act as provided in Section 10, below, the City unconditionally promises to contribute TWO HUNDRED AND SEVEN THOUSAND AND ONE HUNDRED AND NINETY TWO DOLLARS AND 57 CENTS ($207,192.57) (the "Endowment") to GSC as a condition to recording of the Conservation Easement. All grants, bequests, and devises to the Fund shall be irrevocable once accepted by GSC upon City's contribution to fund the Endowment and shall satisfy any and all obligations related to the Endowment.

4. DISTRIBUTION. The annual earnings allocable to the Fund, net of the fees and expenses set forth in Section 11, shall be granted or expended solely for purposes for expenditures to manage, maintain, protect, and monitor the Eagle Ridge Preserve – East Property Mitigation pursuant to the Plans, and to preserve the conditions and rights set forth in the Conservation Easement, including any costs for the monitoring, implementing and enforcing the Conservation Easement, and compensating GSC for performance of tasks described in the Plans. The Endowment Fund Analysis attached hereto and incorporated herein as **Exhibit C**. No distribution shall be made from the Fund to any individual or entity if, in the judgment of GSC, such distribution will endanger GSC's tax exemption status with any taxing authority. It is intended by the foregoing that at the time a distribution is made from the Fund, the distribution must be made for the purposes of funding activities related to the long-term management, maintenance and monitoring of the Eagle Ridge Preserve – East Property Mitigation, as described in the Plans, or for GSC's protection and preservation of the Eagle Ridge Preserve – East Property Mitigation. No distribution shall be made from the Fund for any purpose unrelated to, or unconnected with, managing, maintaining or monitoring the Eagle Ridge Preserve – East Property Mitigation, or holding, monitoring, administering, repairing, defending, protecting and preserving the Conservation Easement.

5. VARIANCE. If GSC proposes to terminate its long-term management, maintenance and monitoring of the Eagle Ridge Preserve – East Property Mitigation, the

assets of the Fund shall, after payment or making provisions for payment of any liabilities properly chargeable to the Fund or payable to GSC from the Fund pursuant to this Agreement, be distributed to a non-profit conservancy organization approved by the Permitting Agencies, who shall accept the terms of this Agreement as a condition to the distribution of any payments. If a conservation organization refuses to accept the Fund, GSC shall distribute the Fund in such a manner and to such conservation organization or organizations, in the judgment of GSC and the Permitting Agencies that satisfy the requirements of a non-profit conservancy organization with purposes similar to those of GSC; provided that the non-profit conservancy organization agrees to accept the terms of this Agreement as a condition for the distribution of the Fund.

6. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, GSC shall hold the Fund, and all contributions to the Fund, subject to the provisions of any and all applicable California laws, the Permits and GSC's enabling act. The Treasurer for the Board of Directors of GSC shall monitor the distribution of the Fund and shall have all powers of modification specified in the applicable United States Treasury Regulations and the Internal Revenue Code. Specifically, GSC shall have the right to modify any restriction or condition on the distribution of funds where that restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable purposes of the Conservation Easement.

Upon request by the City of Dublin, GSC agrees to provide to the City of Dublin, within 30 days of the request, a copy of the latest available annual examination of the finances of GSC as reported on by independent certified public accountants. In addition, upon request by the City of Dublin no more frequently than annually and at the City's sole cost and expense, as applicable, GSC shall provide, within 90 days of the request, an activity report which contains a report on the balance of the Fund at the beginning of the calendar year; deposits; disbursements; fees; earnings, gains, losses and other investment activity accruing to the Fund during the previous calendar year; and the balance of the Fund at the end of the latest period available in the current year in which the report is requested.

7. CONDITIONS FOR ACCEPTANCE OF FUNDS. The City of Dublin and GSC agree and acknowledge that the establishment of the Fund herein created is made in recognition of, and subject to, the terms and conditions of the Conservation Easement, the Plans (including the table of management cost estimates) and other provisions of this Agreement relating to the administration and use of the Fund.

8. NOT A SEPARATE TRUST. The Fund shall be a component part of GSC. All money and property in the Fund shall be held as general assets of GSC and not segregated as trust property of a separate trust.

9. ACCOUNTING. The receipts and disbursements of this Fund shall be accounted for separately and apart from those of the other funds of GSC.

10. INVESTMENT AND USE OF FUNDS. GSC shall employ an investment vehicle that assures the maintenance of the Fund principal. GSC shall have all powers necessary or in its sole discretion desirable to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest, and reinvest the Fund and the power to commingle the assets of the Fund with those of other funds for investment purposes. However, GSC shall separately account for the balance of the Fund from other balances of all other accounts maintained or managed by GSC. In the investment and management of the Fund, GSC shall act in accordance with the standard set out in California Probate Code Section 18501, et seq. (the "Uniform Prudent Management of Institutional Funds Act"). However, the City of Dublin as the Founding Contributor and GSC acknowledge the Fund may suffer an investment loss causing a reduction of Fund principal from time to time through no fault of GSC. An investment loss of any amount of the Fund is not the responsibility of GSC, provided GSC acted in accordance with GSC's duty to prudently invest the amounts in the Fund according to the standard set out in the Uniform Prudent Management of Institutional Funds Act. Additionally, the Founding Contributor is not responsible for any investment loss of any amount and neither shall have further obligation to fund the Fund beyond making the contribution as described in the Funding provision in Section 3, above. GSC is authorized to allocate receipts and expenses between principal and income accounts according to the California Uniform Principal and Income Act, as amended (the "CUPIA"). GSC will determine how to allocate receipts or expenses that are not governed by the CUPIA. Nothing stated herein shall create an obligation of the Founding Contributor to supplement funds set forth in Section 3 of this Agreement as a result of any losses that may be sustained by the Fund.

11. COSTS OF THE FUND. It is understood and agreed that the Fund shall bear a fair share portion of the total investment and administrative costs of GSC. Those costs annually charged against the Fund are identified as "Land Manager Contingency" in the Cost Table.

12. GOVERNING LAW; CONSTRUCTION. This Agreement shall be governed by the laws of the State of California, and proper venue for any dispute arising out of this Agreement shall be Alameda County, California. The headings and captions of Articles and Sections used in this Agreement are for convenience only, and this Agreement shall be interpreted without reference to any headings or captions.

Similarly, the presence or absence of language in prior drafts of this document shall not be used to interpret any provision hereof. This Agreement has been prepared and revised by attorneys for both Parties, so any rule of law or construction that ambiguities are to be construed against the party responsible for drafting shall not apply.

13. NOTICES. All notices, requests, demands and other communications required by the Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be

given, or on the second (2nd) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

GSC:	Marc Deprey, Executive Director Golden State Land Conservancy 1151 Gravenstein Hwy South Sebastopol, CA 95472 Telephone: 707-695-7460
City of Dublin:	City Manager 100 Civic Plaza Dublin, CA 94568
With a copy to:	John Bakker, City Attorney Meyers Nave, PLC 1999 Harrison Street, 9th Floor Oakland, CA 94612

Any party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

14. ENTIRE AGREEMENT; RECITALS; AMENDMENT. This Agreement is entered into pursuant to the Conservation Easement and the Plans. The Conservation Easement, the Plans, the Cost Table, and this Agreement constitute the entire agreements between the Parties (related to the Eagle Ridge Preserve – East Property Mitigation Area only), and supersede all prior agreements, whether oral or in writing. The Recitals and any Attachments to this Agreement are incorporated into the Agreement by this reference. This Agreement may be amended only in writing agreed to and signed by all Parties and with the written concurrence of the California Attorney General's office, Registrar of Charitable Trusts, if required by policy or practice of such office.

15. WAIVER. No provision of this Agreement may be waived except in a written instrument signed by the party who is entitled to the benefit of said provision. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver.

16. CONSTRUCTION.

A. References to any provision of the Internal Revenue Code shall be deemed references to the U.S. Internal Revenue Code of 1986 as the same may be amended from time to time and the corresponding provision of any future U.S. Internal Revenue Code.

B. It is intended that the Fund shall be a component part of GSC and that nothing in this Agreement shall affect the status of GSC as a 501(c)(3). This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the intended status of GSC.

17. CONFLICT OF TERMS. The Parties also have agreed to the terms set forth in the Conservation Easement, which is intended to set forth the rights and obligations of the City of Dublin, Rocky Ridge and GSC with respect to the perpetual conservation, monitoring and maintenance of the Eagle Ridge Preserve – East Property pursuant to the Conservation Easement. In the event of any inconsistency between the terms of that easement and the provisions of this Agreement with respect to the funding, distribution, management and operation of the Endowment, the terms of the Permits shall control. Nothing in this Agreement is intended to abridge or modify the rights accorded to the City of Dublin or Rocky Ridge, GSC under the Conservation Easement for any failure by the other party to perform its obligations and duties as set forth in the Conservation Easement with respect to such party, with such remedies provided in the Conservation Easement as to the other party.

18. SEVERABILITY. If any provision of this Agreement is held to be unlawful or invalid by any court of law with duly established jurisdiction over this Agreement, the Parties intend that the remainder of this Agreement shall remain in full force and effect notwithstanding the severance of the unlawful or invalid provision(s).

19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by a party's signature transmitted electronically, including those delivered by PDF or signed through the electronic signature system known as "DocuSign," and copies of this Agreement executed and delivered by means of electronic signatures shall have the same force and effect as copies hereof executed and delivered with original signatures.

20. COOPERATION. The Parties will cooperate in good faith to achieve the objectives of this Agreement and to avoid disputes. The Parties will use good faith efforts to resolve disputes at the lowest organizational level and, if a dispute cannot be so resolved, the Parties will then elevate the dispute to the appropriate officials within their respective organizations.

21. PREVAILING PARTY. In any action to enforce the terms of this Agreement, the Prevailing Party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.

22. THIRD PARTY BENEFICIARY. This Agreement confers rights and remedies upon the Corps, RWQCB, and CDFW as third party beneficiaries, insofar as this Agreement is intended to carry out the requirements and obligations set forth in the Conservation Easement and the Plans. No person, other than the Parties or said named third party beneficiaries, has any rights or remedies under this Agreement.

23. AUTHORITY. Each person signing this Agreement on behalf of a party to this Agreement warrants to the other that its respective signatory has fully right and authority to enter into and consummate this Agreement and the transactions contemplated hereby.

24. CONSTRUCTION OF AGREEMENT. The provisions contained herein shall not be construed in favor of or against any of the Parties to this Agreement, but shall be construed as if each of the Parties prepared this Agreement.

25. BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their permitted successors and assigns.

26. NONEXCLUSIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

27. NECESSARY FURTHER ACTS. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the intent of this Agreement.

28. TIME IS OF THE ESSENCE. Time and each of the terms, covenants and conditions of this Agreement are expressly made of the essence.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the City of Dublin and Golden State Land Conservancy each has executed this Agreement by a duly authorized officer, effective as of the day and year first above written.

Golden State Land Conservancy
a California nonprofit 501(c)(3) corporation

By: _____
Name: _____
Title: _____
Date: _____

City of Dublin
a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

5132412.4

Exhibit A - Wetland Mitigation & Monitoring Plan for the Croak Road Ditch/ Drainage Maintenance Project, March, 2022

WETLAND MITIGATION & MONITORING PLAN

FOR THE

CROAK ROAD DITCH / DRAINAGE MAINTENANCE PROJECT

City of Dublin,

Alameda County, California

Applicant/Permittee:

CITY OF DUBLIN
100 Civic Plaza
Dublin, California 94568

Prepared by:

OLBERDING ENVIRONMENTAL, INC.
Wetland Regulatory Consultants
193 Blue Ravine Road, Suite 165
Folsom, California 95630
Attn: Jeff Olberding
(916) 985-1188
jeff@olberdingenv.com

MARCH 2022

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ATTACHMENT 3 ~ HYDROLOGY REPORT

This report should be cited as: Olberding Environmental, Inc. March 2022. *Wetland Mitigation and Monitoring Plan for the Croak Road Ditch/Drainage Maintenance Project, Alameda County, California*. Prepared for the City of Dublin, Dublin, California.

1.0 SUMMARY

1.1 Summary

Olberding Environmental, Inc. (Olberding Environmental) has prepared this Wetland Mitigation Monitoring Plan (MMP) on behalf of the City of Dublin (Permittee) to provide compensatory mitigation for impacts to wetland habitat resulting from the Croak Road Ditch/Drainage Maintenance Project (Project).

The Project is located within the City of Dublin, along the east shoulder of Croak Road, north of Interstate 580 (I-580). The Project Area encompasses approximately 1.69 acres (Attachment 1, Figure 1-4). The northern boundary of the Project Area is located at the intersection of Dublin Boulevard and Croak Road, and the Project Area runs south for approximately 1,200 feet along Croak Road before terminating.

The proposed Project involves the excavation of accumulated sediment (233 cubic yards) from an existing engineered roadside ditch, reestablishing the historic capacity and function within the City of Dublin drainage facility. The ditch, located along the eastern embankment of Croak Road, historically conveyed stormwater runoff from the surrounding hillsides now containing the Jordan Ranch and Positano Development Projects. Accumulated sediment has completely filled a majority of the ditch extending from the intersection of Croak Road and Dublin Boulevard south, to the culverted crossing of Croak Road where it parallels the I-580 Freeway. Due to the buildup of sediment in the ditch, flows are now redirected across the adjacent property (Chen Property). Proposed maintenance (removal of sediment and reestablishment of the original engineered configuration of the ditch) and replacement of the buried culvert under Croak Road, would restore the deteriorated facility to its historic function.

The Project will result in the permanent fill of jurisdictional wetland/waters that total 0.501 acre (97.7 cubic yards) (Attachment 1, Figure 8). The 0.501 acre of permanently impacted wetlands will be mitigated at a 2:1 ratio (1.002 acre) and constructed within the nearby Eagle Ridge Preserve – East Property.

This MMP includes summary information about the Mitigation Property; objectives for the compensatory replacement, implementation specifications, including underlying rationale for expecting success; maintenance and monitoring provisions, and contingency measures.

The wetland mitigation and monitoring plan presented herein is subject to approval by the regulatory agencies, which includes the U.S. Army Corps of Engineers (USACE), the California Department of Fish and Wildlife (CDFW), and the California Regional Water Quality Control Board (RWQCB).

1.2 Responsible Parties

1.2.1 Permittee

The Permittee is:

City of Dublin
100 Civic Plaza
Dublin, California 94568
Contact: Ms. Laurie Sucgang
(925) 833-6630

The Permittee responsibilities include the following:

- Ensuring the implementation of all construction and management activities associated with the achievement of performance standards and as described in the MMP.
- Ensuring that all activities associated with establishing the Mitigation Property are funded and implemented, including recordation of a Conservation Easement, start-up activities (signage, infrastructure development, as applicable), construction of the wetlands, etc.
- Providing long-term funding to ensure management as described in the MMP.

Any subsequent grading, or alteration of the topography and/or hydrology of the Mitigation Property by the Permittee or its representatives must be approved by the USACE, CDFW, and RWQCB; and the necessary environmental permits, such as a Section 404 permit, must be obtained, if required.

1.2.2 Land Manager

The Land Manager will oversee mitigation habitat construction, plant installation, and maintenance during the 5-year habitat establishment period. The Land Manager is responsible for the following:

- Coordinating mitigation site implementation,
- Assist the contractor with grading and plant installation.
- Coordinate maintenance activities with the landscape maintenance contractor.
- Conducting management activities to preserve and enhance habitat and conservation values in accordance with this MMP.
- Implementing management activities as described in this MMP, including but not limited to:
    - Maintaining and replacing signs and other infrastructure, as needed.
    - Collecting and removing trash.

- Preparing and submitting annual reports.

1.2.3 Project Biologist

The Permittee shall implement this MMP for biological impacts and monitor the mitigation program in accordance with this MMP.

The Project Biologist will monitor habitat on the impact sites. The Land Manager and Project Biologist can be the same entity. The Project Biologist will be a professional botanist, biologist, or restoration ecologist familiar with California flora and fauna, and will have a working knowledge regarding protected habitats and species as defined by the resource agencies. The Designated Biologist must also be familiar with vegetation management practices for maintaining the created habitats.

The Project Biologist will have demonstrated experience in monitoring sensitive resource issues on construction and/or mitigation projects. Specifically, the monitor will have at least four years of university training in wildlife biology or a related science and/or has demonstrated field experience in the identification and life history of the listed species and natural history of sensitive resources in the vicinity of the Project.

1.3 Project Description

The proposed Project involves the excavation of accumulated sediment (233 cubic yards) from an existing engineered roadside ditch, reestablishing the historic capacity and function within the City of Dublin drainage facility. The ditch, located along the eastern embankment of Croak Road, historically conveyed stormwater runoff from the surrounding hillsides now containing the Jordan Ranch and Positano Development Projects. Accumulated sediment has completely filled a majority of the ditch extending from the intersection of Croak Road and Dublin Boulevard south, to the culverted crossing of Croak Road where it parallels the I-580 Freeway. Due to the buildup of sediment in the ditch, flows are now redirected across the adjacent property (Chen Property) and a portion or Croak Road. Proposed maintenance (removal of sediment and reestablishment of the original engineered configuration of the ditch) would restore the deteriorated facility to its historic function. Attachment 1, Figures 7 and 8, depict the Project's impacts and mitigation.

The Project will result in the permanent fill of Waters of the State that total 0.501 acre (97.7 cubic yards) of wetlands/waters resulting from Project development.

As shown in Table 1 below, there would be impacts to two jurisdictional features, one large freshwater emergent wetland, and one small seasonal wetland swale, totaling 0.501 acre. These permanently impacted wetland/waters would be mitigated at a 2:1 ratio (1.002 acres)

Table 1: Water Bodies Impacted		
Wetland/Waters (Type)	**Existing (acres)**	**Impacted (acres)**
Freshwater Emergent Wetland	0.54	0.49
Seasonal Wetland Swale	0.002	0.002
Culvert Replacement	0.009	0.009
Total Wetlands/Waters	**0.551**	**0.501 Total**

The mitigation requirement is to create 1.002 acres of seasonal wetland habitat. The Permittee is proposing to establish (create) 1.002 acre of jurisdictional wetlands within nearby Eagle Ridge Preserve – East Property (Mitigation Property) (Attachment 1, Figure 9). Proposed mitigation will be provided through construction (establishment/creation) of seasonal wetland habitat.

2.0 OBJECTIVES

The primary objective of the Mitigation Property is to provide compensatory mitigation for un-avoidable impacts through the establishment of seasonal wetlands. A summary of mitigation activities is included below in Table 2.

2.1 Habitat Establishment (Creation)

Establishment (creation) means the manipulation of the physical, chemical, or biological characteristics present to develop a natural resource that did not previously exist at an upland site. Establishment results in a gain in natural resource area and functions.

The mitigation requirement is to create 1.002 acre of seasonal wetland habitat. The Permittee is proposing to establish (create) 1.002 acre of jurisdictional seasonal wetlands within the nearby Eagle Ridge Preserve – East Property.

2.1.1 Seasonal Wetland Establishment

Seasonal wetlands will be established (created) by excavating and grading depressions in formerly upland areas. Excavation and grading will expose the clay soils to rainfall and storm water flows that will typically pond and/or saturate the root zone on a seasonal basis during the late winter through early spring months. Construction of the wetland features in these areas will include compaction of the clay layer to reduce infiltration. The goal is to provide the characteristic interception of precipitation and overland flow into seasonal wetlands that will help to ensure habitat diversity and ecosystem health.

Table 2: Mitigation Activity Summary

Pre-Construction Site Conditions	**Post-Construction Site Conditions**						
Habitat Types[1]	**Habitat Types[1]**	**Vegetation[2]**	**Hydrology**	**Mitigation Method**	**Acres**	**Cowardin[3]**	**HGM[4]**
Wetland/Waters of the U.S.							
Annual Grassland	Seasonal Wetland	A mix of hydric grasses, gramanoids, and forbs.	Seasonally flooded	Establishment	1.002	PEM1	Depressional
				TOTAL	**1.002**		

1. Habitat Types: Habitat types are general common qualitative descriptions such as riparian, marsh, tidal wetlands, open water, seasonal wetlands, vernal pool, or annual grassland.
2. Vegetation Classification: Vegetation community types are based on the most recent widely accepted classification system, the communities used are from A Manual of California Vegetation (Sawyer et al. 2009)
3. Cowardin: Use the Classification of Wetlands and Deepwater Habitats of the United States to identify the System, Subsystem, and Class.
4. HGM: Use the Hydrogeomorphic (HGM) Classification of Wetlands to identify the appropriate class. There are seven HGM classes: Riverine, Slope, Mineral Soil Flats, Organic Soil Flats, Depressional, Estuarine Fringe, and Lacustrine Fringe.

3.0 BASELINE INFORMATION

3.1 Location

The Project is located in Dublin, Alameda County, California, while the Mitigation Property is located between Dublin, and Livermore, in Alameda County, California. The Project area is bordered by I-580 to the south, the newly developed Jordan Ranch parcel to the north, the Chen Property to the east, and Fallon Road to the west. The Mitigation Property is located between Manning Road and Collier Canyon Road, approximately 3.5 miles north of I-580 (Attachment 1, Figures 1-5). Representative photographs of the Project site and Mitigation Property can be found in Attachment 2.

The Project Area is located within Section 2, Township 03 South, Range 01 East, and the Mitigation Property is located within Section 18, Township 02 South, Range 02 East Mount Diablo Base and Meridian as shown on the United States Geological Survey (USGS) Livermore and Tassajara 7.5-minute quadrangles (Attachment 1, Figure 3).

Access to the Project Area is provided from Interstate 580. From 580, take the El Charro/Fallon Road exit and make a left onto Fallon Road. Travel north for 0.5 miles then make a right onto Croak Road, the Project Area will be found on the right.

Access to the Mitigation Property is provided by taking Interstate-580 East from Interstate-680. Take exit 52B for North Livermore Avenue toward Livermore. Turn left (north) at North Livermore Avenue and follow it for 3.6 miles. Turn left (west) at Manning Road and follow it for 1.2 miles before turning left (south) onto the Eagle Ridge Preserve – East Property.

3.2 Landscape Position

The Project Area is located within the Livermore Valley, near the base of a series of hills. The topography within the Project Area is generally flat, as it is within an alluvial plain. Soils were formed from alluvium derived from sandstone and shale, and residuum weathered from calcareous shale. The Project Area is located along the I-580 corridor between the city centers of Dublin and Livermore.

The Mitigation Property is located within the hills north of the Livermore Valley. The western portion of the Mitigation Property is flat, with a shallow wetland swale feature flowing north to south. The remainder of the Mitigation Property gradually slopes up to the east.

3.3 Topography and Elevations

The topography of the Project Area is generally flat. There is a gradual gradient sloping south along Croak Road, and the road surface is slightly elevated from the adjacent roadside ditch.

Elevation ranges from approximately 365 feet above sea level in the north and approximately 355 feet above sea level in the south of the Project Area.

The western portion of the Mitigation Property is flat, with an elevation of approximately 730 feet above sea level. A shallow wetland feature bisects the Mitigation Property, flowing north to south. The Mitigation Property gradually slopes up to the east to approximately 755 feet above sea level.

3.4 Watershed Description

The Project Area is located within the San Francisco Bay 8-digit hydrologic unit code (HUC 18050004) and the Lower Arroyo Mocho 12-digit HUC (180500040302) which is approximately 32,593 acres in size. This HUC drains the southern part of Livermore, the area north of Pleasanton, the area east of Dublin, and includes the area north of Tassajara. The wetland features located within the Project Area are not directly connected to Arroyo Mocho, as they enter the local storm drain system. A detailed hydrology report can be found in Attachment 3.

The Mitigation Property is located within the San Francisco Bay 8-digit hydrologic unit code (HUC 18050004). This HUC includes all of the South San Francisco Bay, eastward to include most of Alameda County. More locally, the Property is within the Lower Arroyo Las Positas 12-digit hydrologic unit code (HUC 18050040203). This HUC includes most of the Livermore area, north and south of I-580.

3.5 Climate and Precipitation

The Livermore Valley of California is characterized by a Mediterranean climate of hot, dry summers and a mild, wet winter. In a typical year, two thirds of the precipitation falls during the "rainy season" of November through February. The valley runs in an east to west direction with hills and low mountains surrounding it. The valley is located approximately 12 miles inland from the San Francisco Bay and approximately 25 miles south of the Suisun Bay.

The annual average rainfall for the Livermore area is 14.92 inches (NOAA 2021). Mean maximum temperatures range from a low of 57 degrees Fahrenheit in December and January and a high of 87 degrees Fahrenheit in July and August (NOAA 2021).

3.6 Soils

The USDA Natural Resources Conservation Service (formerly the Soil Conservation Service) mapped soil types within the County (NRCS 2022). The Project Area contains one soil type:

- **RdA: Rincon clay loam, 0 to 3 percent slopes**

Two soil types are found within the Mitigation Property:

- **LaD: Linne clay loam, 15 to 30 percent slopes, MLRA 15**
- **Pb & Pd: Pescadero clay loam, 0 to 6 percent slopes, MLRA 14**

The Rincon clay loam is not classified as a Hydric Soil, but both the Linne clay loam and the Pescadero clay loam soils are classified as Hydric Soils (NRCS 2022). Hydric soils are defined by the National Technical Committee for Hydric Soils as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anoxic conditions in the upper part.

3.7 Historic, Existing, and Surrounding Land Uses

The Project Area has existed in a similar state for several decades, consisting of a paved road with an adjacent roadside ditch. In the early 2000's several residential and commercial developments in the area started development, with the most recent development finishing construction in 2018. The Mitigation Property has also existed in a similar state for several decades, consisting of open grazing and grassland habitat.

3.8 Cultural

A cultural study was conducted by Peak & Associates, Inc. in 2021 and the report concluded that there are no known historical sites within the Project Area. If archeological discoveries are encountered during the course of construction, various mitigation measures will be implemented, and an archeological mitigation plan will be prepared.

3.9 Vegetation

A wetland delineation of the Project Area was conducted in 2018 and found that the Project site supports four habitat types that consist of developed, freshwater emergent wetland, ruderal, and seasonal wetland swale. A wetland delineation of the Mitigation Property was conducted in 2021 and found that the Mitigation Property supports two habitat types that consist of annual grassland and a seasonal wetland swale. Generalized plant community classifications were used to classify the habitat types found on the Property. The final classification and characterization of the habitat types of the Project Area and Mitigation Property were based on field observations.

3.9.1 Project Area Habitat Types

<u>Developed</u>

The developed habitat on the Project consists of the paved road-base of Croak Road. There is little to no vegetation growing in these areas. Some ruderal species are located along the edge of the road, or growing from cracks in the pavement, and include Italian ryegrass (*Festuca perennis*) and rip gut brome (*Bromus diandrus*).

Freshwater Emergent Wetland

There is a large freshwater emergent wetland that runs north to south, parallel and adjacent to Croak Road. Dominant vegetation within this feature includes narrow leaf cattail (*Typha latifolia),* curly dock (*Rumex crispus*), Italian rye grass (*Festuca perennis*), baltic rush (*Juncus balticus*), flatsedge (*Cyperuss eragrostis*), Mediterranean barley (*Hordeum marnium*), and rabbit's foot grass (*Polypogon monspeliensis*). This emergent wetland continues onto the adjacent Chen Property.

Ruderal/Annual Grassland

There is a small area of ruderal habitat south of Croak Road, but still within the city right-of-way. This area is surrounding a culvert and consists of highly disturbed and ruderal vegetation including wild oat (*Avena fatua*), perennial pepperweed (*Lepidium latifolium*), black mustard (*Brassica nigra*), yellow star thistle (*Centaurea solstitialis*), and rip gut brome. A large portion of the Chen Property adjacent to the Project site is currently undeveloped grazing land. Vegetation in this area includes wild oat, soft chess (*Bromus hordeaceous*), rip gut brome, Italian rye grass, yellow star thistle, and Mediterranean linseed (*Bellardis trixago*).

Seasonal Wetland Swale

There is a small seasonal wetland swale located at the very south end of the Project Area. This feature is the outlet for the culvert that flows under Croak Road. This feature was dominated by vegetation such as Baltic rush, Mediterranean barley, curly dock, and wild radish (*Raphanus raphanistrum*).

3.9.2 Mitigation Property Habitat Types

Annual Grassland

Most of the Mitigation Property consists of annual grassland habitat that is regularly grazed by cattle. This annual grassland habitat is dominated by non-native annual grasses and forbs such as wild oat, ripgut brome (*Bromus diandrus*), wall barley (*Hordeum murinum*), Italian ryegrass, black mustard, milk thistle (*Silybum marianum*), heron bill filaree (*Erodium cicutarium*), and California burclover (*Medicago polymorpha*).

Seasonal Wetland Swale

There is a long, linear seasonal wetland feature that bisects the Mitigation Property. This feature begins at the fence line on the north boundary of the Eagle Ridge Preserve – East Property. There is a small, 6-inch culvert that runs under Manning Road that feeds the feature. The swale then flows southwest off the Property through one of two culverts and into the West Branch of Cayetano Creek. While the north end of this feature is unvegetated due to cattle grazing and wallowing, the rest of this feature is vegetated largely with Mediterranean barley and some annual grassland species. This feature is very shallow with berms of only 2 – 4 inches but has a distinct change in vegetation along its boundary.

3.10 Wetlands/Waters of the U.S.

Hydrological characteristics, flow, and connectivity of the Project Area were determined in 2018 during a wetland delineation following USACE standard protocol on the Property and surrounding areas under the same ownership. The delineation has not been verified but it identified the presence of approximately 0.542 acre of wetlands within the study area as shown on Attachment 1, Figure 6.

Hydrological characteristics, flow, and connectivity of the Mitigation Property were determined in 2021 during a wetland delineation following USACE standard protocol on the Property and surrounding areas under the same ownership. The delineation was verified on May 17, 2021 and includes the seasonal wetland swale that bisects the Mitigation Property (Attachment 1, Figure 7).

3.11 Special-Status Species

A Biological Resource Assessment was completed by Olberding Environmental in 2016 for the Project Area and in 2022 for the Mitigation Property and found that the Property has the potential to support numerous special status plants and animals. The presence of seasonal wetlands on the Property supports a wide variety of wildlife. Special-status species with the potential to occur are listed below.

- **Prostrate Vernal Pool Navarretia (*Navarretia prostrata*) CNPS 1B.** This species is found in vernal pools and similar habitats. There is a recorded CNDDB occurrence of this species within the Project Area. The freshwater emergent wetland habitat found east of Croak Road provides suitable habitat for this species in the Project Area. This species is not anticipated to occur within the Mitigation Property.

- **San Joaquin Spearscale (*Atriplex joaquiniana*). CNPS List 1B.** This species is found among chenopod scrub, meadows, seeps, playas, and valley and foothill grasslands with alkaline soils. The freshwater emergent wetland habitat found east of Croak Road provides suitable habitat for this species within the Project Area. A CNDDB occurrence of this species occurs immediately west of the Mitigation Property, and may occur within the Mitigation Property.

- **Congdon's Tarplant (*Centromadia parryi* ssp. *congdonii*). CNPS List 1B.** This species typically occurs in valley and foothill grasslands in moist alkaline soils. There is a recorded CNDDB occurrence of this species within the Project Area. The freshwater emergent wetland habitat found east of Croak Road provides suitable habitat for this species within the Project Area. An extant CNDDB occurrence of this species overlaps with part of the Eagle Ridge Preserve – East Property, therefore it is considered present within the Mitigation Property.

- **California Red-Legged Frog (CRLF) (*Rana draytonii*). Federally Threatened, California Species of Special Concern.** This species is found in lowlands, foothill woodland and grasslands, near marshes, lakes, ponds, or other water sources. These amphibians require dense shrubby or emergent vegetation closely associated with deep still or slow moving water. Generally, these frogs favor intermittent streams with water at least two and a half feet deep and where the shoreline has relatively intact emergent or shoreline vegetation. CRLF is known from streams with relatively low gradients and those waters where introduced fish and bullfrogs are absent. There is a recorded CNDDB occurrence of this species within the Project Area. The freshwater emergent wetland habitat found east of Croak Road provides suitable habitat for this species within the Project Area. There is a CNDDB occurrence of this species immediately adjacent to the Mitigation Property. Due to the close proximity of recent and nearby occurrences, there is a high potential for CRLF to use the Mitigation Property in a dispersal and upland capacity.

- **California Tiger Salamander (*Ambystoma californiense*). Federally Threatened, State Threatened.** This species prefers vernal pools and other temporary ponds as breeding pools. However, they may also use permanent manmade ponds as breeding habitat. A minimum of ten weeks is required to complete larval development through metamorphosis, at which time the larvae will normally weigh about ten grams. The freshwater emergent wetland habitat found east of Croak Road provides suitable habitat for this species within the Project Area. The Mitigation Property does not contain suitable CTS breeding ponds; however, the grassland habitat within the site contained structural features such as small mammal burrows that could provide suitable upland habitat within a close proximity to known CTS breeding ponds. For these reasons, there is a high potential for CTS to occur within the Mitigation Property.

- **Burrowing Owl (*Athene cunicularia*). California Species of Special Concern.** Burrowing owls are ground dwelling members of the owl family and are small brown to tan colored birds with bold spots and barring. Burrowing owls generally require open annual grassland habitats in which to nest, but can be found on abandoned lots, roads, airports, and other urban areas. Burrowing owls generally use abandoned California ground squirrel holes for their nesting burrow, but are also known to use pipes or other debris for nesting purposes. Burrowing owls prefer annual grassland habitats with low vegetative cover. A CNDDB occurrence of this species is located east of the Mitigation Property. Wintering owls have been observed just west of the site at Eagle Ridge Preserve for many years, most recently in November 2018. The Mitigation Property contains similar soil composition and grassland habitat as the adjacent Eagle Ridge Preserve to the west of the site. Additionally, the grasslands within the Mitigation Property provide suitable foraging habitat within the site, and the ample active ground squirrel burrow complexes

onsite create suitable breeding habitat for burrowing owl. For these reasons, burrowing owl may occur in the Mitigation Property in a breeding and foraging capacity.

- **Red-shouldered Hawk (*Buteo lineatus*). State Protected.** This medium-sized raptor's habitat varies from bottomland hardwoods and riparian areas to upland deciduous or mixed deciduous-conifer forest, and almost always includes some form of water, such as a swamp, marsh, river, or pond. A red-shouldered hawk has been previously observed on the adjacent property to the Project Area. The freshwater emergent wetland habitat provides potential foraging habitat for the species in the Project Area. This species has also been observed foraging in the Mitigation Property, and is present in a foraging capacity.

- **Red-Tailed Hawk (*Buteo jamaicensis*). State Protected.** This large raptor forages among grassland habitat, and nests within large trees. This species has been observed foraging within the Chen Property, adjacent to the Project Area. The freshwater emergent wetland and ruderal habitat provide potential foraging habitat for this species in the Project Area. This species has been frequently observed foraging in the Mitigation Property and has been recently observed nesting in the Eucalyptus trees immediately south of the Mitigation Property. Therefore, this species is present within the Mitigation Property.

- **Prairie Falcon (*Falco mexicanus*). California Species of Special Concern.** This raptor is known to inhabit dry open terrain either in level or hilly habitats. Prairie falcons nest on cliffs, but will forage far afield. Similar in appearance to the female of the smaller merlin (*Falco columbarius*), it shows a darker facial stripe than the merlin. The wings and tail are pale brown and the underside is cream-colored and heavily spotted. Prey species are birds and small mammals. This species has a high potential to forage across the Mitigation Property, but there is no potential for nesting.

- **American Kestrel (*Falco sparverius*). State Protected.** This small raptor forages among open areas with short ground vegetation and sparse trees including meadows, grasslands, deserts, parks, farm fields, cities, and suburbs. Kestrels utilize cavities in trees for nesting and hunt small rodents and birds. This species was observed foraging within the Chen Property, adjacent to the Project Area. The freshwater emergent wetland and ruderal habitat provide potential foraging habitat for this species in the Project Area. This species has been frequently observed foraging in the Mitigation Property, and is present in a foraging capacity.

- **White-tailed Kite (*Elanus leucurus*), CDFW Fully Protected.** This small hawk is found among various grassland habitats, including undisturbed, open grasslands,

meadows, farmlands, and emergent wetlands. Nests are typically placed near the top of dense tree stands such as oak or willow and are located near foraging areas. The freshwater emergent wetland provides potential foraging habitat for this species on the Project Area. White-tailed kites have been frequently observed foraging in and around the Mitigation Property during survey events. There are several large willow trees within the riparian habitat near to the Mitigation Property that could be suitable nest sites for white-tailed kite. For these reasons, white-tailed kite has a high potential to occur in a foraging capacity.

- **Loggerhead Shrike (*Lanius ludovicianus*). Federal Species of Special Concern, California Species of Special Concern.** This small to medium sized bird prefers open habitats with scattered shrubs, trees, posts, fences, utility lines, or other perches. It occurs only rarely in heavily urbanized areas, but is often found in open cropland. These birds use shrubs, dense trees, and thickets of vegetation for nesting sites. The freshwater emergent wetland and ruderal habitat provide potential foraging habitat for this species in the Project Area. This species has been observed foraging in the Mitigation Property, and is present in a foraging capacity.

- **Tricolored Blackbird (*Agelaius tricolor*). Federal Species of Special Concern, California Species of Special Concern.** This small to medium sized bird is highly colonial and nests in marshy habitats, often in large stands of blackberry and cattail. The freshwater emergent wetland habitat provides potential nesting habitat for this species in the Project Area. Foraging opportunities exist across the Mitigation Property for this species. This species may occur in a foraging capacity in the Mitigation Property.

- **Golden Eagle (*Aquila chrysaetos*). California Fully Protected.** The golden eagle is typically found in open grasslands, pastures, and oak woodland, often near lakes and rivers. Their plumage is dark brown overall, with some white at the base of the tail, and golden-to-blonde feathers on the nape of the neck. The bill and talons are black and the cere (soft membrane that covers the nostrils) and feet are yellow. There are three CNDDB occurrences of this species located near the Mitigation Property. Additionally, golden eagles have been observed foraging within the adjacent Eagle Ridge Preserve during several survey events. For these reasons, golden eagle is present in the Mitigation Property in a foraging capacity only.

- **American Badger (*Taxidea taxus*). California Species of Special Concern.** This large member of the weasel family has a flat body with short legs ideally suited to digging burrows. Found in open plains, prairies, forests and grasslands, this species feeds on ground squirrels, mice, and gophers. Badgers mate between July and August, but do not give birth until March. There is a CNDDB occurrence of this species located

approximately 3 miles west of the Mitigation Property, 1.7 miles south of the junction of Tassajara Road and Highland Road. Signs of a badger were observed at this location in 1992. The annual grassland within the Mitigation Property is suitable habitat for American badger. Additionally, signs of badgers and their remains have been observed within the Mitigation Property and badgers have been observed in the adjacent Eagle Ridge Preserve. For these reasons, American badger may occur in the Mitigation Property.

- **San Joaquin Kit Fox (*Vulpes macrotis*). Federally Threatened, California.** The San Joaquin kit fox (SJKF) has a slim body with large, conspicuous ears, and a long, bushy, black tipped tail. It is the smallest canid species in North America. The SJKF lives in annual grassland habitats where friable soils are present in which they may excavate den sites. The general habitat requirement for the kit fox is annual grasslands or grassy open habitat stages with scattered shrubby vegetation. Food requirements for the SJKF are rodents, insects, and even garbage in urbanized areas. Grassland habitats with a large rodent prey base and loose textured soils are thought to provide the best habitat for the SJKF. There are two historic CNDDB occurrences in the vicinity of the Mitigation Property. The grassland habitat is considered to be somewhat suitable for SJKF, especially considering the abundance of ground squirrel burrow complexes. However, due to the lack of recent sightings within the Livermore Valley area, SJKF will most likely occur in the Mitigation Property in a dispersal capacity only.

4.0 IMPLEMENTATION PLAN

This section presents the Implementation Plan for the mitigation habitat. Habitat creation (establishment) will include the construction of a low gradient wetland depressional feature that will develop into seasonal wetland habitat.

Prior to implementation of the wetland construction activities, a qualified biologist will conduct surveys to assess the possible presence of species that may be impacted by construction activities. Work onsite may occur during avian nesting periods; if active nests are observed during wildlife surveys, a suitable buffer will be established to ensure that active nests are not negatively impacted during implementation of the construction activities.

4.1 Implementation Approach and Sequence

This section summarizes wetlands creation activities and sequencing and identifies the responsibilities of the Project Biologist and Restoration Contractor. References to sections providing more detailed information on topics covered are included. The Mitigation Plan shows the areas where wetland creation will occur within the nearby Eagle Ridge Preserve – East Property (See Figure 9). A cross section of the target wetland topography is also on this figure.

Upon completion of construction, installation of fencing, gates and signs will also occur where needed along the perimeter of the Mitigation Property. As-built plan survey activities and reporting will also be conducted at completion of work.

4.2 Site Preparation

The wetland establishment site will first be mowed close to the ground and the upper 4 to 6 inches of soil will be excavated and stockpiled at designated upland locations; this soil will subsequently be spread on the new wetlands to provide organic matter and potentially wetland plant seed material to the newly established wetland mitigation habitat.

4.3 Grading

The seasonal wetlands will be mass-graded/excavated using a rubber-tired earth mover to form bottom microtopography and side slopes. Excavated material will be temporarily stockpiled onsite and will be mounded as a balanced cut-and-fill project.

Finish grading will involve grading along the edges of an excavated area to tie into existing topography and grading the bottom of the created wetland area to provide the appropriate flat topographic relief (<1-2 percent slope) for wetland hydrology, soil, and plant development. Grading activities will be monitored by a grade checker using a hand level to ensure that the constructed wetlands meet the design criteria. The grade checker will be under the direction of the Project Biologist.

4.4 Revegetation of Disturbed Areas

The created wetland will be seeded with a native seed mix to enhance wetland vegetation growth. Seeding with native seed mix (Table 3), coupled with natural colonization by species from seed sources in the existing soils will bring in a mix of both native and non-native species. The established wetlands are expected to show significant vegetative growth within 3 to 4 years.

Species selected for the wetland and upland seed mixes were chosen based on their respective wetland indicator statuses and the ability to survive in alkaline/saline environments. To ensure suitability to the conditions at the Project site, many of the species chosen for both the wetland and upland seed mixes have a moderate to high salt tolerance.

Hydrophytic plant species, or those with an indicator status of FAC, FACW, or OBL, were chosen for the wetland seed mix as they are more suited to frequent saturation and/or inundation. Most of the species selected for the upland seed mix have a wetland indicator status of FAC, FACU, or UPL as they are more suited to dry conditions.

The areas to be seeded will be harrowed after finish grading to achieve a one to two-inch deep friable seed bed. The seed mix will be broadcast at the specified rates and lightly harrowed into

the seed bed to achieve good seed to soil contact. Any erosion control BMPs including fabric and straw wattle installation will occur after broadcast of seed but before application of hydromulch. A mixture of hydromulch, tackifier, and water at appropriate rates will be sprayed with a trailer or truck mounted hydroseeder over the top of the seeded soil bed. Seeding is planned to occur right before the rainy season (i.e., September/October) or early in the rainy season (i.e., November). It is anticipated that wetland plant species will colonize rapidly during the winter/spring following construction.

Table 3. Seasonal Wetland Seed Mix

Scientific Name	Common Name	Wetland Status	Pounds Per Acre *
Cyperus eragrostis	Tall flat-sedge	FACW	4
Eleocharis macrostachya	Common spikerush	OBL	4
Euthamia occidentalis	Western goldenrod	FACW	3
Festuca microstachys	Pacific fescue	FAC	6
Hordeum brachyantherum	Meadow barley	FACW	6
Juncus patens	Spreading rush	FACW	2
Lasthenia californica	California goldfields	FAC	2
Plagiobathrys nothofulvus	Rusty popcorn flower	FAC	1
	Total		**28**
* The final seed mix and pounds per acre will be based on native seed availability and pure live seed rates on available stock.			

The disturbed upland areas within the Mitigation Property will be subject to seeding with a native seed mix as shown below in Table 4.

Table 4. Preserve Upland Seed Mix

Scientific Name	Common Name	Wetland Status	Pounds Per Acre*
Achillea millefolium	White yarrow	FACU	1
Bromus carinatus	California brome	UPL	5
Elymus glaucus	Blue wildrye	FACU	6
Eschoscholzia californica	California poppy	UPL	2
Festuca microstachys	Pacific fescue	FAC	4
Hordeum brachyantherum	Meadow barley	FACW	6
Lupinus bicolor	Miniature lupine	UPL	2
Stipa pulchra	Purple needle grass	UPL	4
	Total		**30**

* The final seed mix and pounds per acre will be based on native seed availability and pure live seed rates on available stock.

4.5 Implementation Schedule

Construction of the mitigation habitat is planned 2022 depending on receipt of permits and authorizations. Because the established wetlands will not receive supplemental irrigation water, the seeding timing is important. Due to the unpredictability of the rainy season, the Project Biologist will schedule the seeding. After initial planting and seeding is complete, the site will be maintained and managed by activities described in this MMP.

4.6 Documentation of As-Built Conditions

Within 60-days after wetland construction is complete; a post-construction as-built survey will be prepared and submitted to USACE. This report will include:

- The as-built plan based on the post-construction survey.
- Description of construction activities, paying particular attention to any adjustments to the installation plan.
- Photo-documentation of construction activities, as well as identification of permanent photo point locations.

5.0 MAINTENANCE PLAN

Maintenance will be required in order for the ecological functions and values of the site to meet and/or exceed performance expectations. Maintenance shall be considered habitat management where an adaptive management strategy is employed, and multiple aspects of the Mitigation Property are evaluated in order to determine the most feasible and desirable maintenance pathway.

Maintenance activities will be conducted during the five-year establishment period.

5.1 Pest Plant and Wildlife Species

Plant and wildlife species considered to be a threat to the mitigation will be subject to monitoring and control.

Control of nuisance plants may include the use of specific herbicides. Herbicide application is allowed, but only to control small, localized stands of nuisance vegetation. Manual or mechanical control activities will be considered first and will be evaluated for reduced species impacts compared to herbicides. They may also be utilized if an herbicide application is

determined not to be feasible or desirable by the Land Manager. Manual methods include hand pull or the use of handheld tools to remove nuisance vegetation. Mechanical methods may include mowing with string trimmer or deck mower as determined by the Land Manager.

The following specifications must be adhered to prior to application of herbicides within the Mitigation Property.

- Herbicide application is allowable but should only be considered feasible after manual and mechanical methods have been ruled out. Application of herbicides will be accomplished in accordance with the following standards:
    - Herbicides will be used only by a qualified and licensed applicator (QAL) and only applied according to a licensed pest control advisor (PCA) recommendation.
    - Under the direction of the Land Manager, a biological monitor will accompany sprayers to prevent impacts to non-target native vegetation that is to be retained.
    - Target vegetation will only be sprayed using EPA-approved herbicides which are recommended for use in wetlands.
    - Small spot treatments will be prioritized over large-scale broadcast methods to minimize the footprint of the herbicide application.
- If manual and mechanical efforts are not effective, herbicide may be used to target nuisance plant species found on the Property. Nuisance species are defined as Cal-IPC high species and moderate broadleaf species. Nuisance species found within the Property include yellow star thistle, black mustard, bull thistle (*Cirsium vulgare*), artichoke thistle (*Cynara cardunculus*), and stinkwort (*Dittrichia graveolens*). Studies have shown chlorsulfuron (Telar brand) to be a highly effective pre-emergent herbicide that specifically targets broadleaf species, such as yellow star thistle. Utilizing a selective herbicide such as chlorsulfuron should be prioritized above using a non-selective herbicide such as glyphosate; however, glyphosate may be a viable option as a last resort if all other control efforts are ineffective, or if otherwise determined by adaptive management.

5.2 Fencing

Fencing to exclude unwanted human activity from the Mitigation Property will be maintained in good condition to prevent unauthorized encroachment. Site fencing will consist of five-strand barb wire with t-posts installed at ten feet on center. All new fence that is constructed will be wildlife friendly in that the top and bottom strands will be smooth, and the bottom strand will be no less than 16 inches above the ground.

6.0 PERFORMANCE STANDARDS

This section presents the performance standards that need to be achieved before the compensatory mitigation activities can be deemed successful. Annual monitoring results will be compared with performance standards to indicate the extent to which the Mitigation Property is developing suitable wetland habitat. If annual monitoring results fall below performance standards, the cause will be investigated by the Project Biologist and adaptive management recommendations will be proposed to remediate the deficit and attain compliance with the final performance standards.

The seasonal wetland habitat will be monitored, and the results will be compared against performance standards below to ensure the site provides high quality ecological functions and values. There will be six performance standards for the created habitat within the Mitigation Property (Table 5):

- PS-1 - The frequency of inundation and/or saturation will be a minimum of 18.25 continuous days per year within the established (created) wetland habitat.
- PS-2 - The established (created) wetland habitat will show evidence of ponding in photographs.
- PS-3 – The established (created) wetland habitat will show an increase in vegetative cover over 5 years. The wetland will have at least 75% absolute cover by Year 5.
- PS-4 – The established (created) wetland habitat will have a minimum of 51 percent absolute cover of OBL, FACW, and FAC species by Year 5.
- PS-5 – The established (created) wetland habitat will meet all three Corps criteria in Years that a wetland delineation is performed (Years 3 and 5).
- PS-6 – Nuisance plant species cover on the overall site will not be greater than 10 percent. Nuisance plant species will be those that have a “high” rating by Cal-IPC or are “moderate” broadleaf species.

7.0 MONITORING AND REPORTING

Monitoring and reporting for performance will occur for a minimum of 5-years for wetlands/waters or until attainment of performance standards. If performance standards are not met by the end of the stated monitoring and management period for a given habitat type, then monitoring can be extended into future years until performance standards are attained, remedial actions may occur, or compensatory mitigation may be required through another mitigation mechanism to make up the difference.

The monitoring objectives:

1. Track habitat progress towards meeting the performance standards, and
2. Identify and remedy any problems that could impact the success of the mitigation effort and/or compromise the ecological functions and values of the site.

The monitoring protocol and results will be reviewed annually. Adjustments to monitoring procedures may be required as the site changes over time, or if logistical problems render a procedure unduly difficult to conduct. Such adjustments will be discussed with the regulatory agencies as necessary. After reviewing the monitoring reports, the regulatory agencies may also have suggestions for adjusting the monitoring program. Regulatory agency suggestions will be reviewed and, if appropriate, incorporated into the following year's monitoring program. The key is to anticipate that the monitoring program may need occasional adjustments to remain accurate, complete, and feasible.

Table 5: Performance Standards

Category	Performance Standard	Establishment Year				
		Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
PS-1 Wetland Hydrology	The wetland will show evidence of wetland hydrology through inundation (ponding) and/or saturated soil conditions.	The seasonal wetland habitats will be saturated or inundated for at least 14 days during an average rainfall year.				
PS-2 Wetland Hydrology	Data will be collected by direct observation, photo documentation, and/or water measurement devices (staff-gauges) placed in the selected wetland features.	The established (created) wetland habitat will show evidence of ponding in photographs.				
PS-3 Vegetation Percent Cover	The wetland will have germination and growth of a variety of plant species and at appropriate overall cover levels.	Total area coverage may be sparse after first year. Presence of young shoots for seeded species.	The wetland will have at least 50% absolute vegetative cover.	The wetland will have at least 60% absolute vegetative cover.	The wetland will have at least 70% absolute vegetative cover.	The wetland will have at least 75% absolute vegetative cover.
PS-4 Wetland Species	The seasonal wetlands will be dominated by hydrophytic vegetation (OBL, FACW, and FAC).					A minimum of 51 percent absolute cover of OBL, FACW, and FAC species.
PS-5 Wetland Verification	A wetland delineation will be conducted with a sufficient number of paired sampling points to differentiate the boundary between upland and wetland.			Wetland delineation		Wetland delineation
PS-6 Invasive species	The overall mitigation site will not be dominated by non-native invasive vegetation.	Total absolute cover of non-native invasive plant species (all plant species with “High” impact rankings by Cal-IPC and all broadleaf species with “moderate” rating) is no more than 10 percent.				

7.1 Seasonal Wetland Monitoring

Hydrology data will be collected from the established (created) habitat to coincide with the California rainy season (i.e., Sept/Oct to Apr/May). The first hydrology data collection event will occur with the onset of fall rains no more than two weeks after the first soaking rain event (i.e., one inch of rain in 24 hours). Hydrology monitoring will occur at least monthly during the rainy season and will not end until bankfull ponding is documented with a photograph and/or at least 18.25 days of ponding/saturation has occurred. Monthly hydrology monitoring events will occur until the wetlands are totally dry, presumably early- or mid-summer.

At each data collection event, water depths will be recorded from staff gauges which will be marked at one-inch increments and placed in the bottoms of the habitat features they are intended to provide data for or collected by hand with a measuring stick or ruler.

Monitoring of wetland vegetation using randomly placed one square meter quadrats will occur during the spring monitoring event. Quadrats will be placed randomly within the seasonal wetland habitats. Each plant species occurring within the quadrat will be recorded and assigned an absolute cover value. The absolute percent cover of bare ground and thatch will also be recorded from each quadrat. Photos will be taken of the quadrats and a representative sample will be included in annual monitoring reports.

Photographic monitoring will also occur at each wetland data collection event from fixed photo points and any other relevant areas. Photos of actively ponded wetlands will be taken and provided in monitoring reports.

Annual precipitation data will be obtained from the closest climatological station and included in monitoring reports.

Vegetation, soil, and hydrologic conditions will be monitored using the USACE' 1987 Wetlands Delineation Manual, the Corps' September 2008 *Regional Supplement to Corps of Engineers Wetland Delineation Manual: Arid West* (Version 2.0) (Arid West Supplement), and relevant USACE guidance documents whereby field observations will be made in the wetlands during the rainy season until the wetland soil and hydrology criteria are met. The percentage and depth of ponded water and/or soil saturation will be noted during monitoring visits. This information will be recorded on the Arid West field data sheet.

7.2 Non-Native Invasive Vegetation Monitoring

Plant species designated by the California Invasive Plant Council (Cal-IPC - https://www.cal-ipc.org/plants/inventory/) to be plant pests (impact rating of "high") will not be allowed to colonize and become established within the Mitigation Property. The percent cover of non-native invasive species will come from qualitative plant community assessment, wetland delineation

vegetative data, direct observation, and/or photo documentation. Any problematic or new stands of non-native invasive vegetation will be photographed and described in the monitoring report along with recommendations for control and/or eradication.

7.3 Photo Documentation

Photo documentation will occur during all monitoring years from permanent photo stations that will be established during construction and shown on the as-built plan drawings. Photo station locations will be selected to illustrate year-to-year progress in relation to the existing habitat. Photo locations will be recorded with GPS equipment to ensure photos will be taken from the same location each year. Photographs will also be taken to record any events that may have a significant effect on the success of restoration, such as flood, fire, or vandalism. The location and direction of view of the photo stations will be provided with all monitoring reports. Color photocopies of the permanent photo stations will be included as an attachment in monitoring reports.

7.4 Annual Report

Habitat establishment monitoring reports summarizing the results of the monitoring effort will be submitted to the regulatory agencies by December 31 every year for the first 5 years.

The annual report will document the degree to which the Mitigation Property is meeting the performance standards. The monitoring reports will describe any deficiencies in attaining and maintaining performance standards and any remedial action proposed, approved, or performed. If remedial action(s) have been completed, the annual report will also evaluate the effectiveness of that action.

A final monitoring report summarizing the mitigation project and evaluating the site's overall performance will be prepared and submitted at the end of monitoring (Year 5). The final annual report will include a count and assessment of species. A final field visit will be conducted to verify that onsite conditions are consistent with information documented in the annual reports.

The annual report will include the following information.

Project Overview (1 page)

a. Agency Permit Numbers

b. Name of party responsible for conducting the monitoring and the date(s) the inspection was conducted.

c. A brief paragraph describing the purpose of the approved project, acreage and type of resources impacted; and mitigation acreage and type of resources authorized to compensate for the impacts.

d. Written description of the location, any identifiable landmarks of the compensatory mitigation project including information to locate the site perimeter(s), and coordinates of the mitigation site (expressed as latitude, longitudes, UTMs, state plane coordinate system, etc.).

e. Dates the compensatory mitigation project commenced and/or was completed.

f. The time period covered (i.e., the dates "from" and "to").

g. Short statement on whether the performance standards are being met.

h. Dates of any recent corrective or maintenance activities conducted since the previous report submission.

i. Specific recommendations for any additional corrective or remedial actions.

Requirements (1 page)

a. List the monitoring requirements and performance standards specified in the approved mitigation plan or special conditions of agency permits.

b. Evaluate whether the compensatory mitigation project site is successfully achieving the approved performance standards or trending towards success. (Use a table to present this information).

c. Management tasks accomplished during the year shall be identified. All herbicide use shall be reported. The type of herbicide, target species, frequency and duration of use, and minimization measures will be reported.

Summary Data (4 pages maximum)

a. Present summary data to substantiate the success and/or potential challenges associated with the compensatory mitigation project.

b. Include photo documentation to support the findings and recommendations in the monitoring report and to assist the Project Biologist in assessing whether the compensatory mitigation project is meeting applicable performance standards for that monitoring period.

- Format submitted photos to print on a standard 8 ½" x 11" paper.
- Show date and clearly label photos with the direction from which the photo was taken.
- Identify the photo stations on the appropriate maps.

Maps and Plans (3 pages maximum)

Provide maps that show location of compensatory mitigation site relative to other landscape features; mitigation site perimeter; habitat types; locations of photo reference points, transects, sampling data points, and other pertinent features.

- Format maps/diagrams to print on 8.5" x 11' paper.
- Include a legend and photo locations.

Conclusions (1 page)

a. Include statement that describes the conditions of the compensatory mitigation project.

b. If performance standards are not being met, explain the difficulties and potential remedial actions together with a timetable for correction.

8.0 ADAPTIVE MANAGEMENT/REMEDIAL MEASURES

Adaptive management is a strategy to deal with unexpected changes in site conditions, responsibilities, or performance of the site so that the compensatory mitigation project achieves its objectives and ecological performance standards.

Potential problems that may trigger a need for adaptive management include failure to attain performance standards, fire, substantial infestation by non-native plants and animals, and unanticipated anthropogenic problems such as large-scale trespassing and vandalism.

The Project Biologist will regularly analyze site progress as part of monitoring and reporting and will suggest remedial measures to address unforeseen changes in site conditions or other components of the mitigation project.

If the annual monitoring results indicate that the site is falling below performance threshold values, then remedial actions will be implemented and funded by the Permittee of the mitigation project. Remedial actions may include but are not limited to: replacement planting, additional

watering, nuisance plant control and eradication, monitoring for additional years, and mitigating for the project at an alternative site.

9.0 REFERENCES AND LITERATURE CONSULTED

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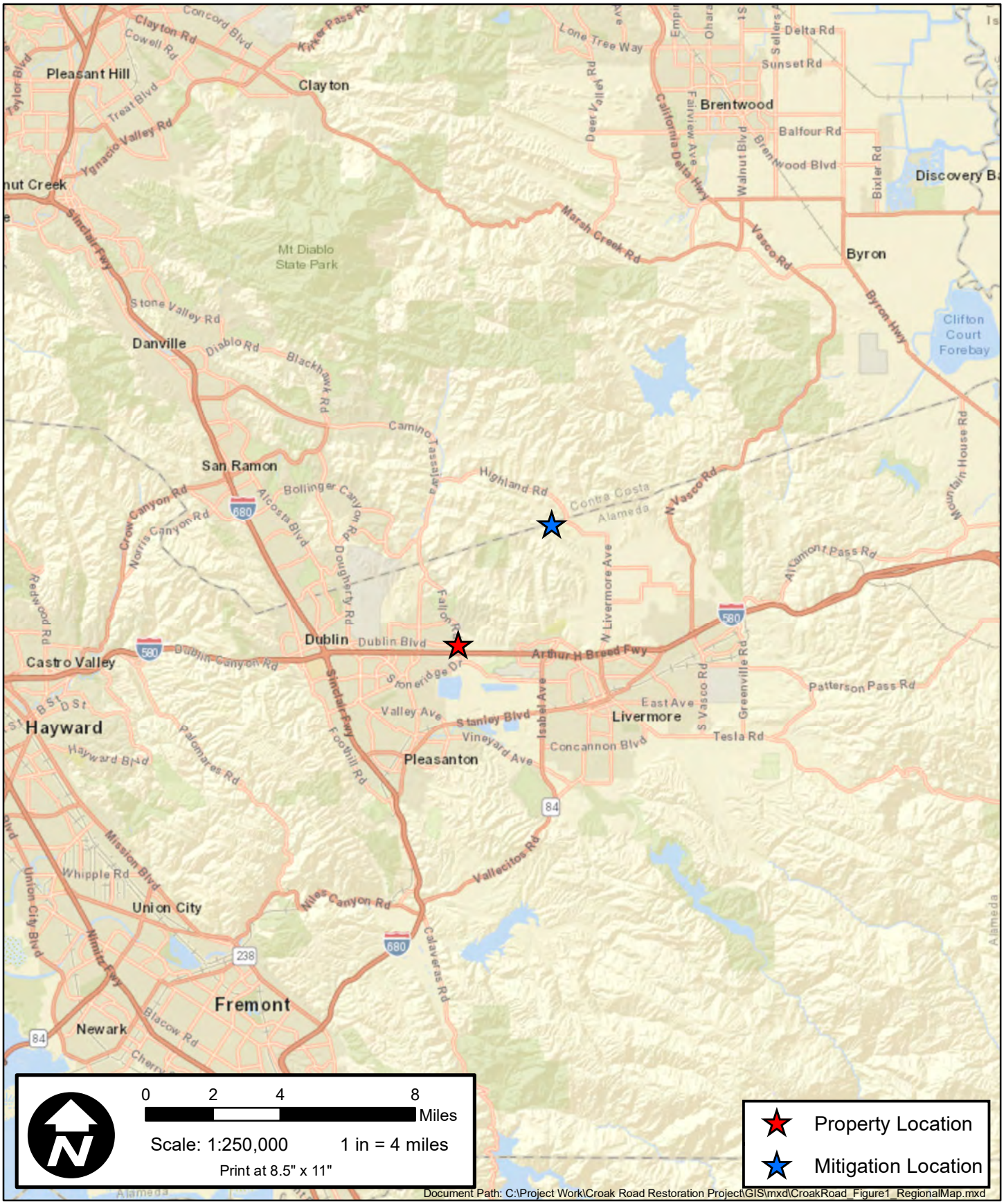
Sawyer J. T. Keeler-Wolf, and K. Evans. 2009. A Manual of California Vegetation, Second Edition. California Native Plant Society.

Attachment 1

Figures

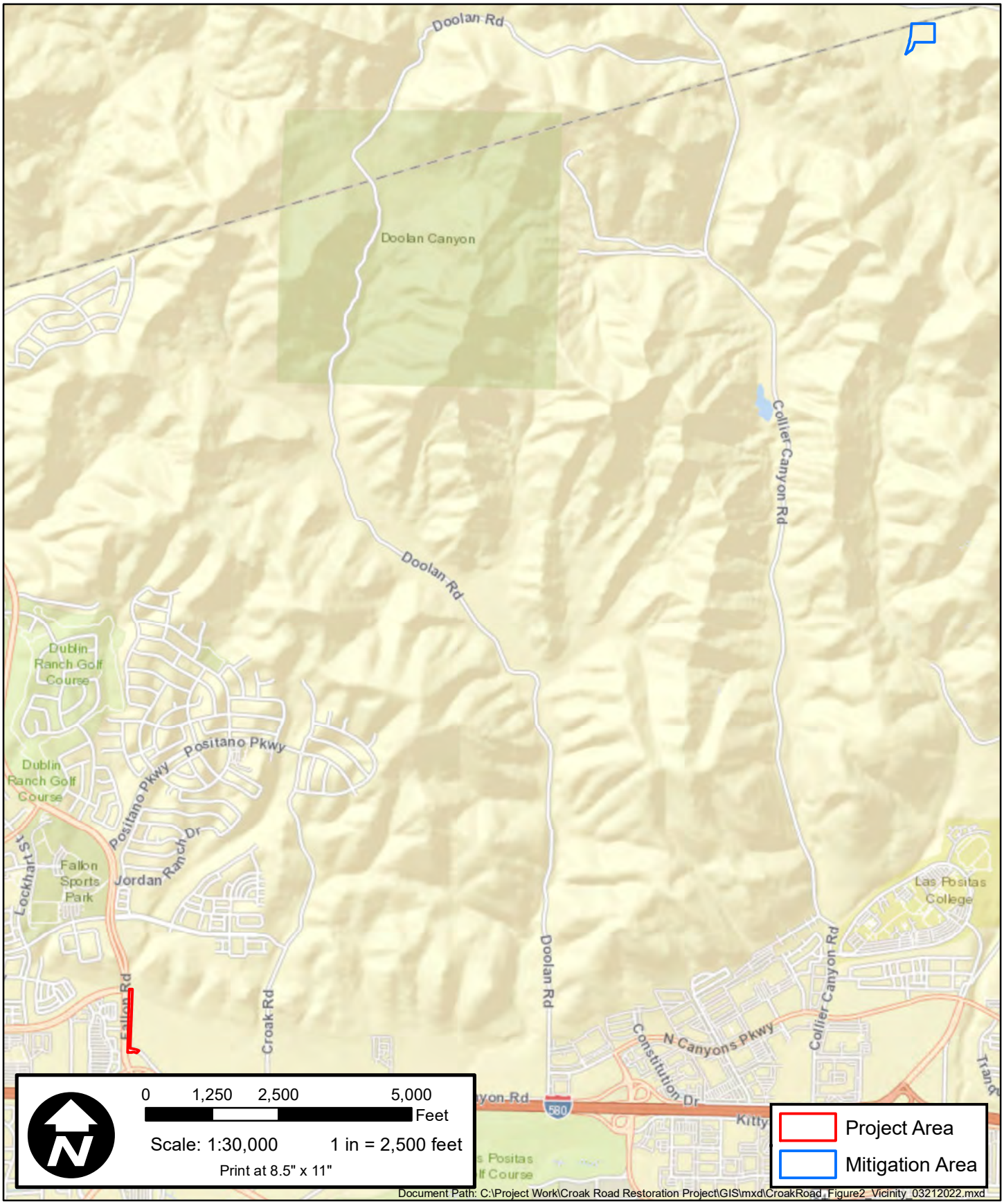


Document Path: C:\Project Work\Croak Road Restoration Project\GIS\mxd\CroakRoad_Figure1_RegionalMap.mxd

OLBERDING ENVIRONMENTAL
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 1: Regional Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 03/18/2022



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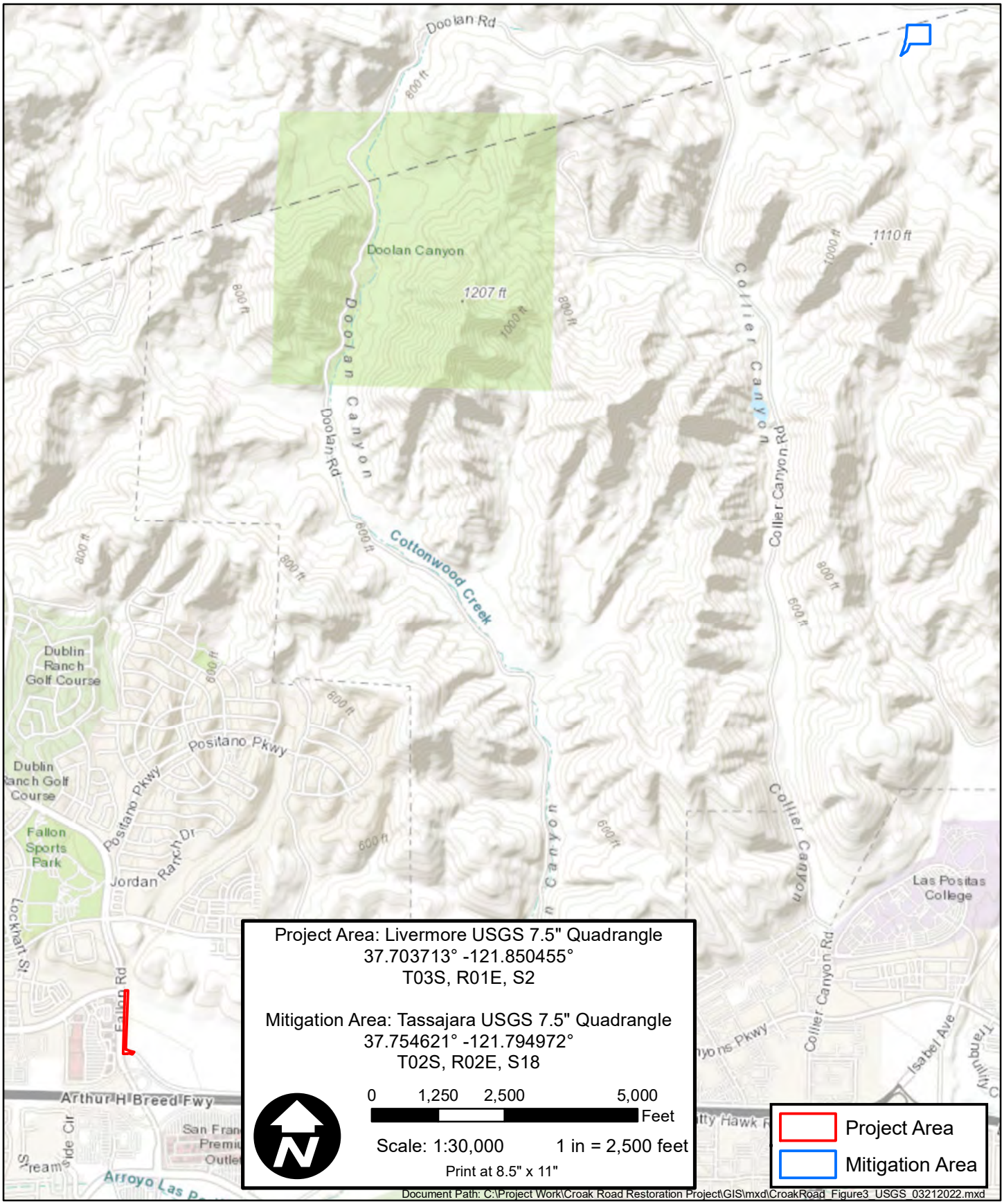
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 2: Vicinity Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 03/21/2022



OLBERDING ENVIRONMENTAL
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 3: USGS Topographic Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 03/21/2022

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-ENVIRONMENTAL-

193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
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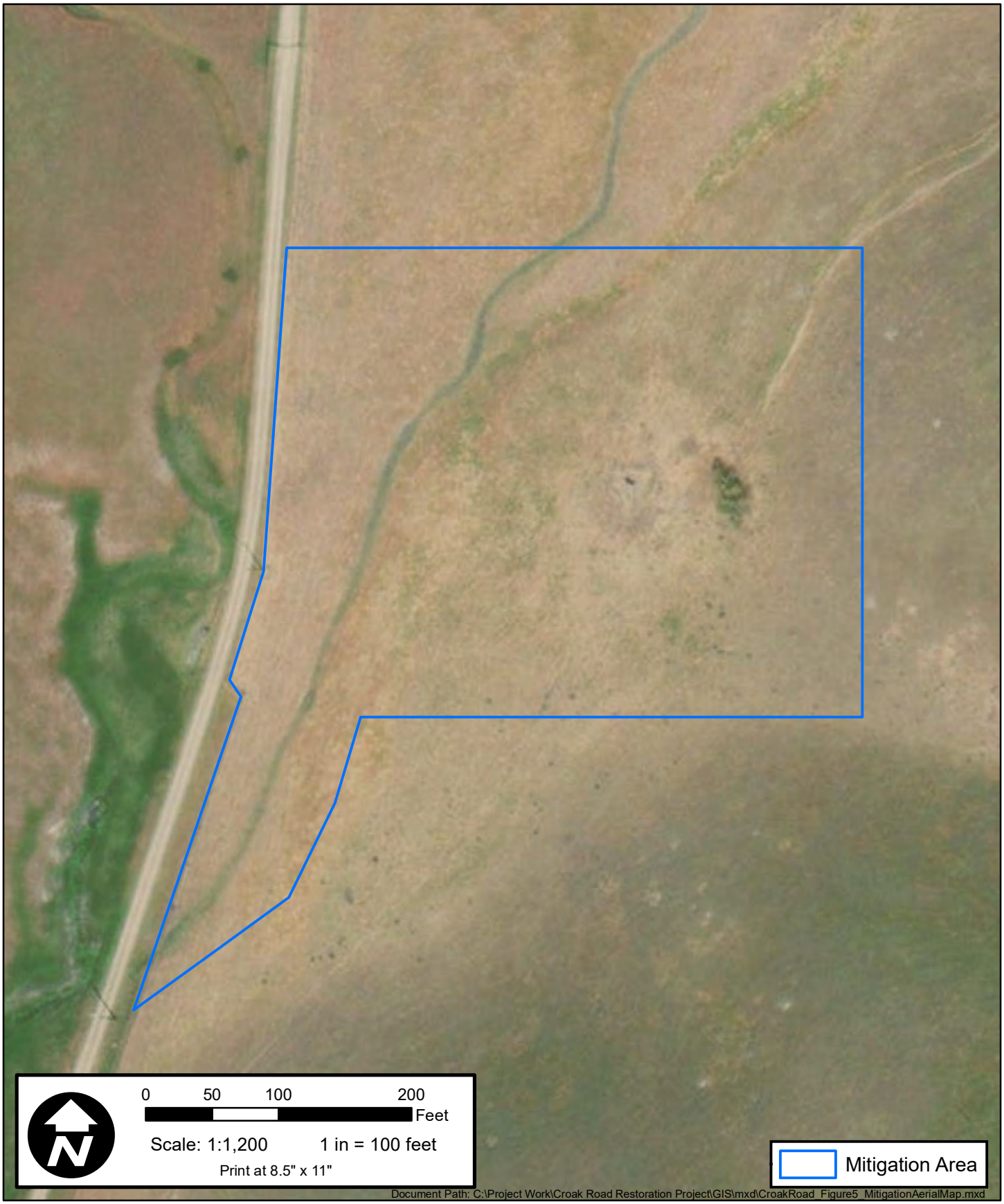
Figure 4: Project Area Aerial Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 03/22/2022



OLBERDING ENVIRONMENTAL
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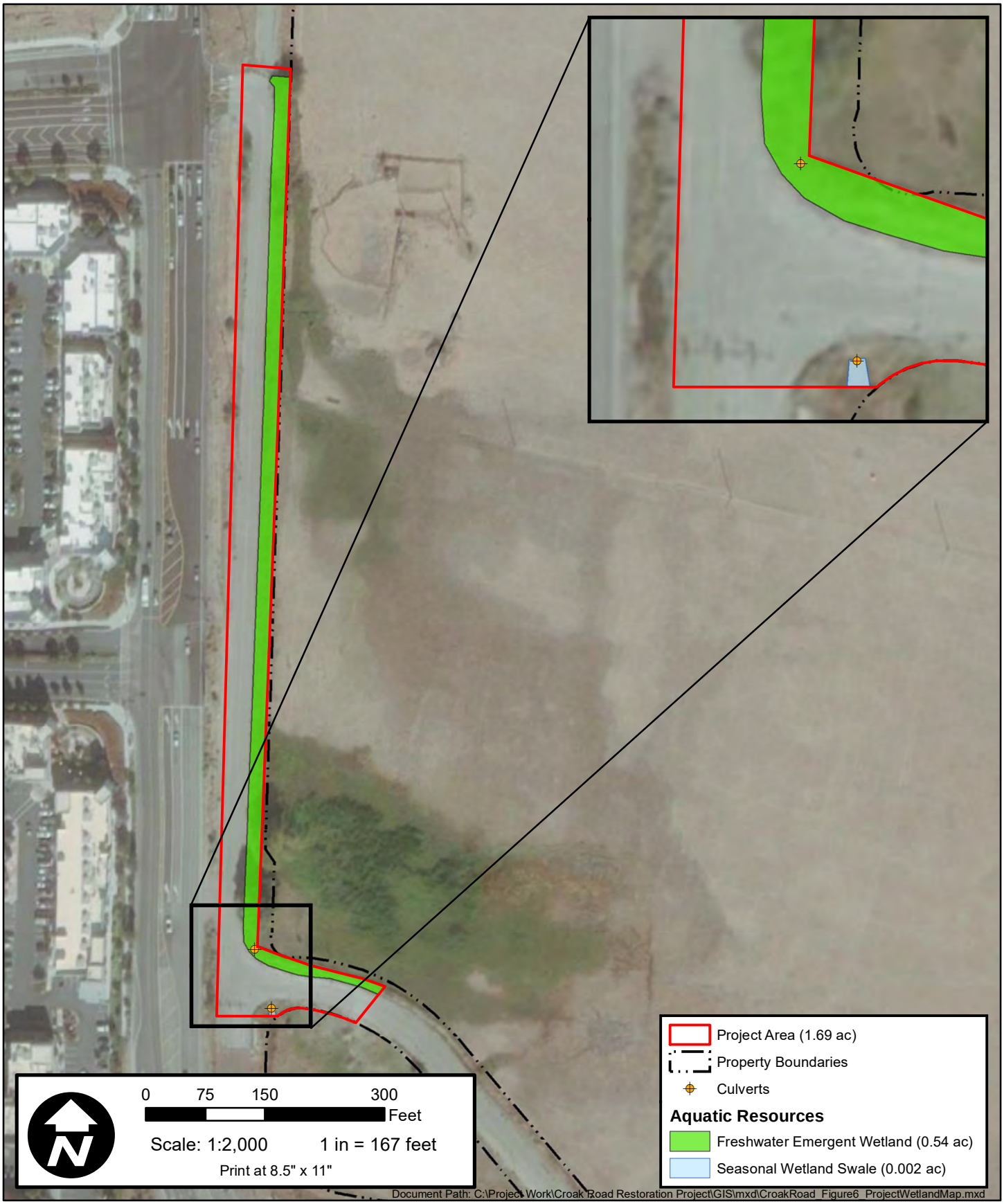
Folsom, CA 95630
Phone: (916) 985-1188

Figure 5: Mitigation Area Aerial Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 03/22/2022



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193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 6: Project Area Jurisdictional Delineation
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 03/22/2022

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-ENVIRONMENTAL-

193 Blue Ravine Road, Ste. 160
Folsom, California, 95630
Phone: (916) 985-1188

Figure 7:
Eagle Ridge Preserve - East
Jurisdictional Delineation Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

- Eagle Ridge Preserve - East (173.45 acres)
- Mitigation Area (4.02 AC)
- Map Reference Points
- Upland Sample Point
- Wetland Sample Point
- Culverts

Corps Jurisdictional Features

- Wetlands
- Corps Jurisdictional Waters

N
W E
S

0 220 440 880 Feet

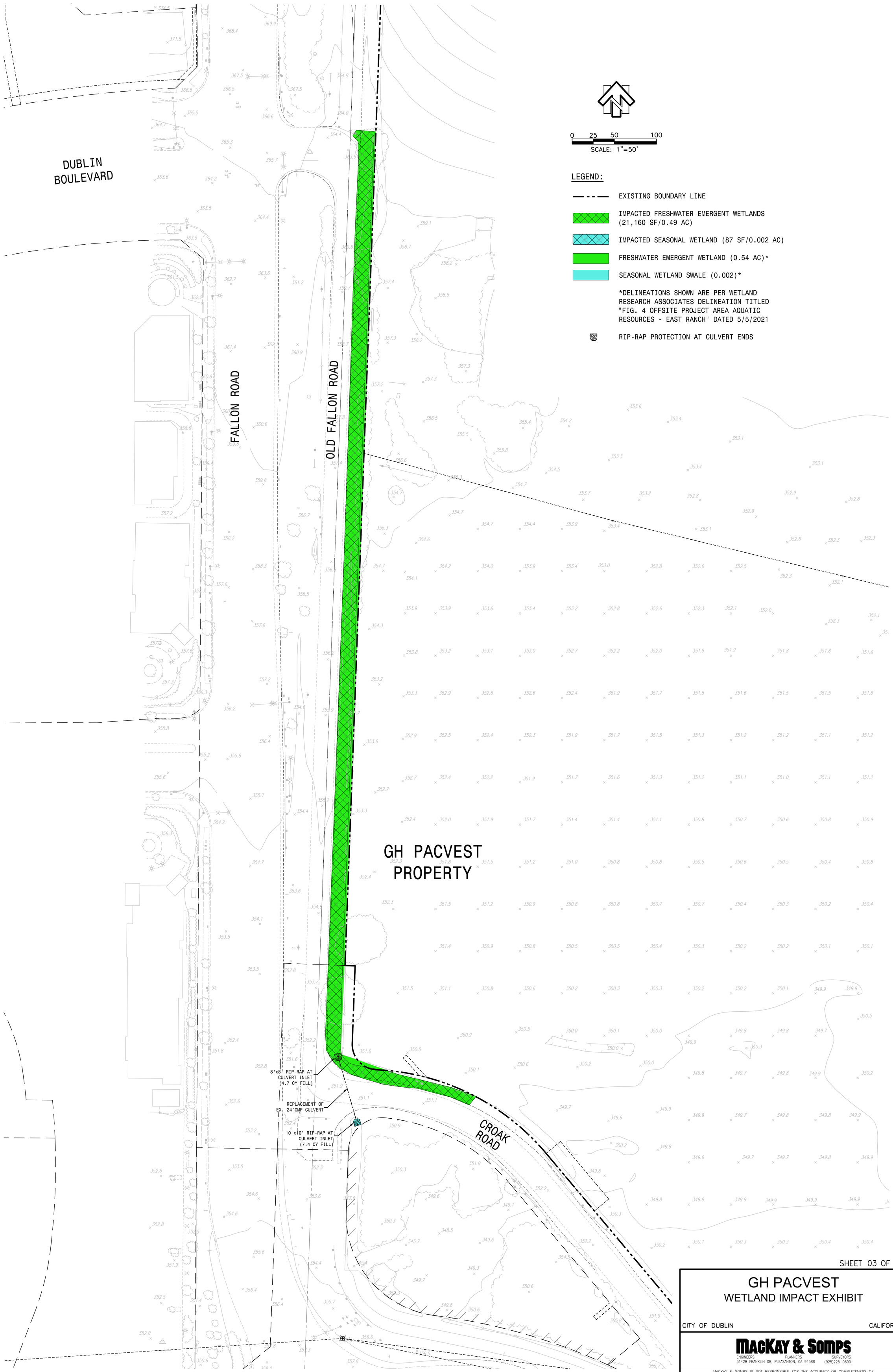
Scale: 1:4,205 1 inch = 350 feet

Print at 11" x 17"

Coordinate System:
NAD 1983 2011 StatePlane California III FIPS 0403 Ft US
Projection: Lambert Conformal Conic
Datum: NAD 1983 2011
Units: Foot US

Map Revision Date: 3/22/2022

Made in accordance with the
Updated Map and Drawing Standards for the
South Pacific Division Regulatory Program,
as amended on February 10, 2016, by:
Jason Deters, Project Manager
Enforcement and Special Projects Unit
U.S. Army Corps of Engineers
South Pacific Division
1325 J Street, Room 1350
Sacramento, California 95814-2922



SHEET 03 OF 03

GH PACVEST
WETLAND IMPACT EXHIBIT

CITY OF DUBLIN — CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

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OFFICE	SCALE	DATE	JOB NO.

08-06-2021 3:50pm Mariana Mena P:\19887\PLN\EXH-P\DITCH DRAINAGE GRADING\EXH- WETLAND IMPACT PLAN.DWG

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-ENVIRONMENTAL-
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 9:
Off-site Mitigation Area Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Eagle Ridge Preserve - East Boundary

Mitigation Area (4.0 AC)

Proposed Wetland Mitigation (1.002 AC)

Existing Wetland Features

Seasonal Wetland Swale

N
W E
S

0 50 100 200 Feet

Scale: 1:1,200 1 in = 100 feet
Print at 11" x 17"

Coordinate System:
NAD 1983 2011 StatePlane California III FIPS 0403 Ft US
Projection: Lambert Conformal Conic
Datum: NAD 1983 2011
Units: Foot US

Created on: 03/22/2022

Attachment 2

Representative Photographs

1. Facing south, photo shows the Project area along Croak Road facing south towards Interstate I-580. September 24, 2019.

2. Facing northeast, photo shows the corner of Croak Road where water is pooling on the road due to the blocked culvert. The Project will be replacing the culvert to allow for flow to the storm drain under the I-580 freeway. September 24, 2019.

3. Facing northeast, photo shows the wetland area at the bend in Croak Road. November 1, 2021.

4. Facing south, photo shows ponded water within the ditch under the trees at the south end of Croak Road. March 14, 2018.

5. Facing southwest, photo shows the seasonal wetland swale in the northwest corner of the Eagle Ridge Preserve – East Property that bisects the Mitigation Area. April 7, 2021.

6. Facing southwest, photo shows another portion of the existing seasonal wetland swale in the Mitigation Area. The mitigation features will be constructed on either side of this swale. April 7, 2021.

7. Facing southeast, photo shows the upland habitat adjacent to the seasonal wetland swale where the mitigation features will be constructed. April 7, 2021.

Attachment 3

Hydrology Report

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

Project Number: 19887.1DG.D

TECHNICAL MEMORANDUM

Date: August 4, 2021

To: Wooi J. See Ferris, GH Pacvest

From: Mariana Mena, MacKay & Somps

Subject: Fallon 580 Property – East Dublin GH Pacvest

Hydrology and Hydraulics Calculations for the Ditch Re-Grading

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Purpose:

This memorandum is prepared to analyze and demonstrate that the proposed re-graded trapezoidal ditch at Old Fallon Road and Croak Road has adequate flow capacity to contain and convey the 10-year design storm. As part of the effort to restore the ditch drainage capacity, the existing 24" CMP culvert which is damaged and mostly buried will be replaced with a new 24" SD culvert will be installed under existing Croak Road to convey the re-graded ditch flows to the existing incised ditch on the south side of Croak Road within the Alameda property which is believed to the be the historical direction of ditch flow.

Background:

The existing roadside ditch is located along the east side of Old Fallon Road and flows from north to south along the western edge of the GH Pacvest property south of Central Parkway. The watershed limits tributary to the existing ditch are comprised of predominantly the open space drainage / pedestrian corridor that runs northeast to southwest through the middle of the existing Jordan Ranch and Positano residential communities. All the runoff from the surrounding Jordan Ranch and Positano developments on both side of the drainage corridor drain to hard-lined pipe systems; that ultimately drain west to the 84" SD trunk main that flows south within the Fallon Road right-of-way. The 84" SD trunk main was built with the Positano Development and sized to convey all the storm runoff flows from the fully developed communities of both Jordan Ranch and Positano. The watershed limits tributary to the 84" SD pipe are outlined per the Dublin Ranch Drainage Master Plan, exhibit titled "Master Drainage Plan Areas and Land Use" dated March 2006, refer to **Appendix A.** The watershed limits tributary to the existing ditch are illustrated in **Appendix B** "Existing Ditch Watershed Map".

Methodology:

The hydrology calculations presented in this memorandum apply the "Rational Method", which follow the procedures outlined in the Alameda County Hydrology and Hydraulics manual. A Rational Method analysis was performed for the watershed tributary to the existing ditch to determine the runoff volume generated by the watershed in a 10-year design storm. A hydraulic analysis of the proposed re-graded ditch and replacement 24" culvert for the 10-year design storm flows were analyzed using the TLW software. The "TLW Hydrology and Hydraulics" software

developed by MacKay & Somps Civil Engineers, Inc. applies rational method peak flowrate calculations with closed-conduit pipe and open channel routing computations. TLW is categorized as a one-dimensional steady-state model which computes friction and minor losses for partially or fully flowing pipes/channels.

The Alameda County Flood Control District manual uses a modified form of the rational method for estimating peak flow applicable for small watersheds, natural or urbanized, with drainage areas less than 300 acres. The rational method correlates peak discharge to rainfall intensity through the following formula:

Rational Method:

$$Q=CIA$$

Where: Q = peak discharge (cfs)
C = runoff coefficient (unitless)
I = design rainfall intensity (in/hr)
A = tributary drainage area (ac)

- Determine Maximum 10-year flowrate discharging into the proposed re-graded ditch + culvert

Q = CIA

C = 0.30 — Per **"Table 2- Basic Runoff coefficients for particular land use and soil type"** of Alameda County Flood Control District Hydrology and Hydraulics Manual a C value of 0.25 is recommended but for conservative measures the C value of 0.30 is chosen.

A= 86.9 AC — The project watershed has an overall area of 86.9 acre, refer to **Appendix B.**

I = 1.30 in/hr — Rainfall Intensity (I10) is based on the Mean Annual Precipitation, MAP and time of concentration, Tc. The Tc for the watershed is estimated using approximate the longest flow path length. For this project we are assuming a minimum inlet time of 20 minutes. By using the project location on attachment 6, "Mean Annual Precipitation" the MAP is 16. Per attachment 7, "Rainfall Intensity -10 year storm" of Alameda County Flood Control District Hydrology and Hydraulics Manual using an MAP =16 and Tc=20 min the I = 1.30 in/hr

Q = 0.30*(1.30 in/hr)*(86.9 AC)

Q_{10} = 33.9 cfs

- TLW calculations for the trapezoidal channel are calculated based on the following criteria:

Q_{10} = 33.9 cfs

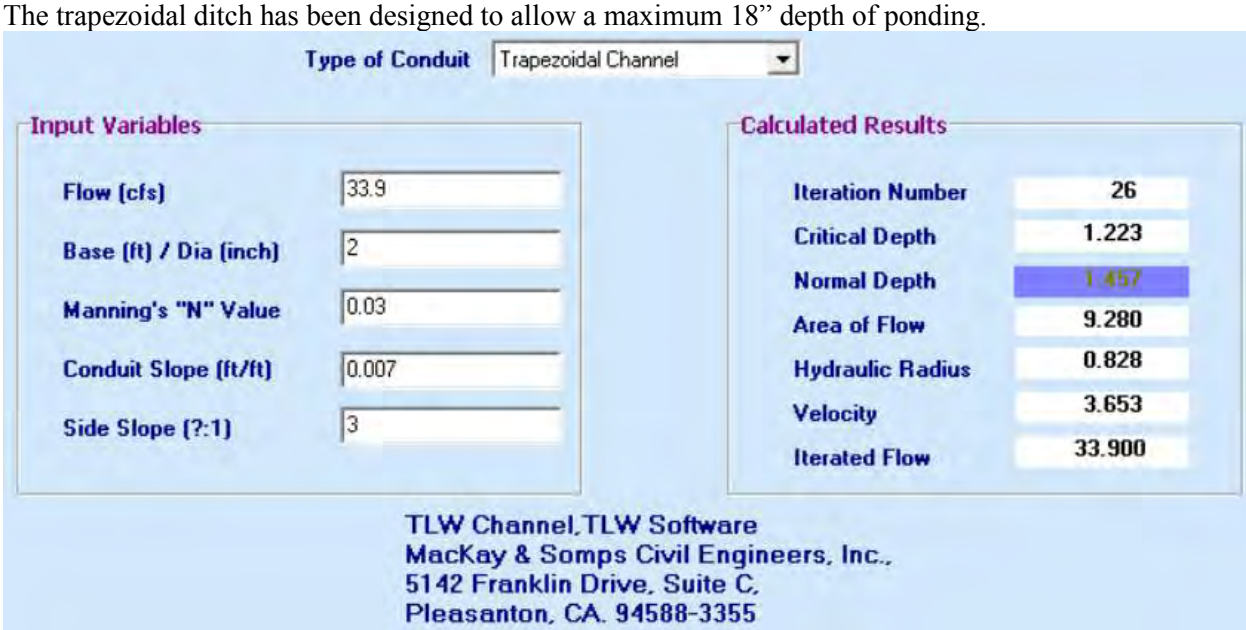
Channel base = 2ft

N value = 0.03 Per **"Table 9 – Manning's Roughness Coefficient"** of Alameda County Flood Control District Hydrology and Hydraulics Manual, smooth geometric earth channel.

Slope = 0.007 min

Side Slope = 3:1

The trapezoidal ditch has been designed to allow a maximum 18" depth of ponding.



The TLW results above illustrate that at minimal slope conditions of 0.007 the ditch flow will never exceed 1.5 feet in depth since the normal depth given is 1.457 feet.

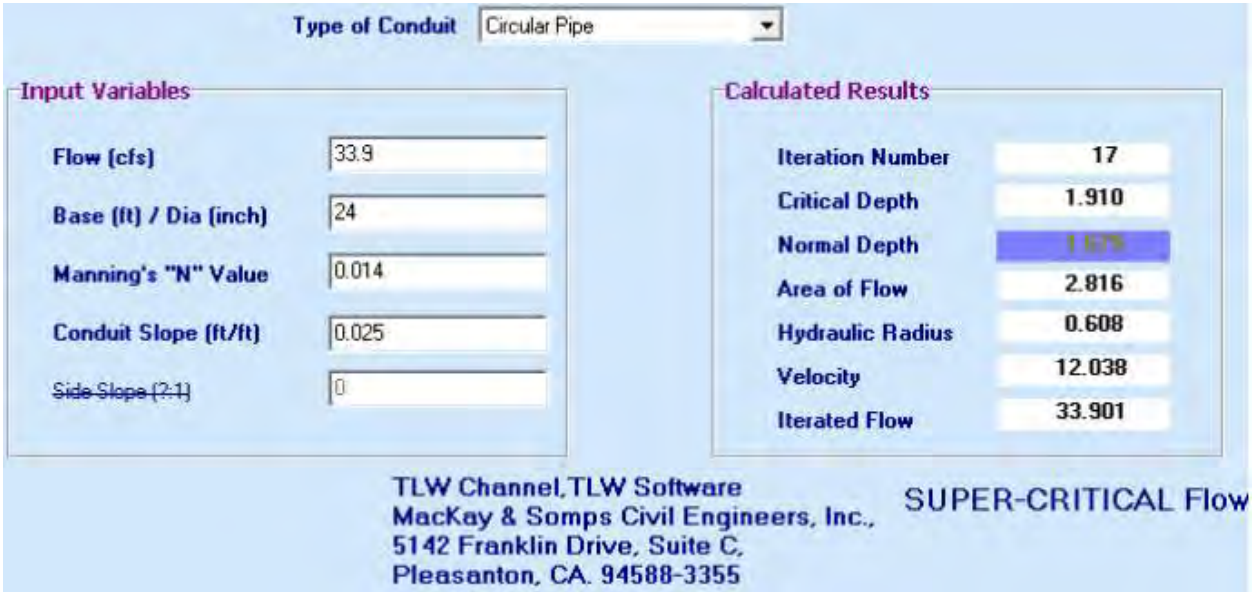
- TLW calculations for the 24" SD culvert are calculated based on the following criteria:

  Q_{10} = 33.9 cfs

  Pipe Diameter = 24 in

  N value = 0.014 Per **"Table 9 – Manning's Roughness Coefficient"** of Alameda County Flood Control District Hydrology and Hydraulics Manual, reinforced concrete pipe for conduits less than 36" diameter

  Slope = 0.025



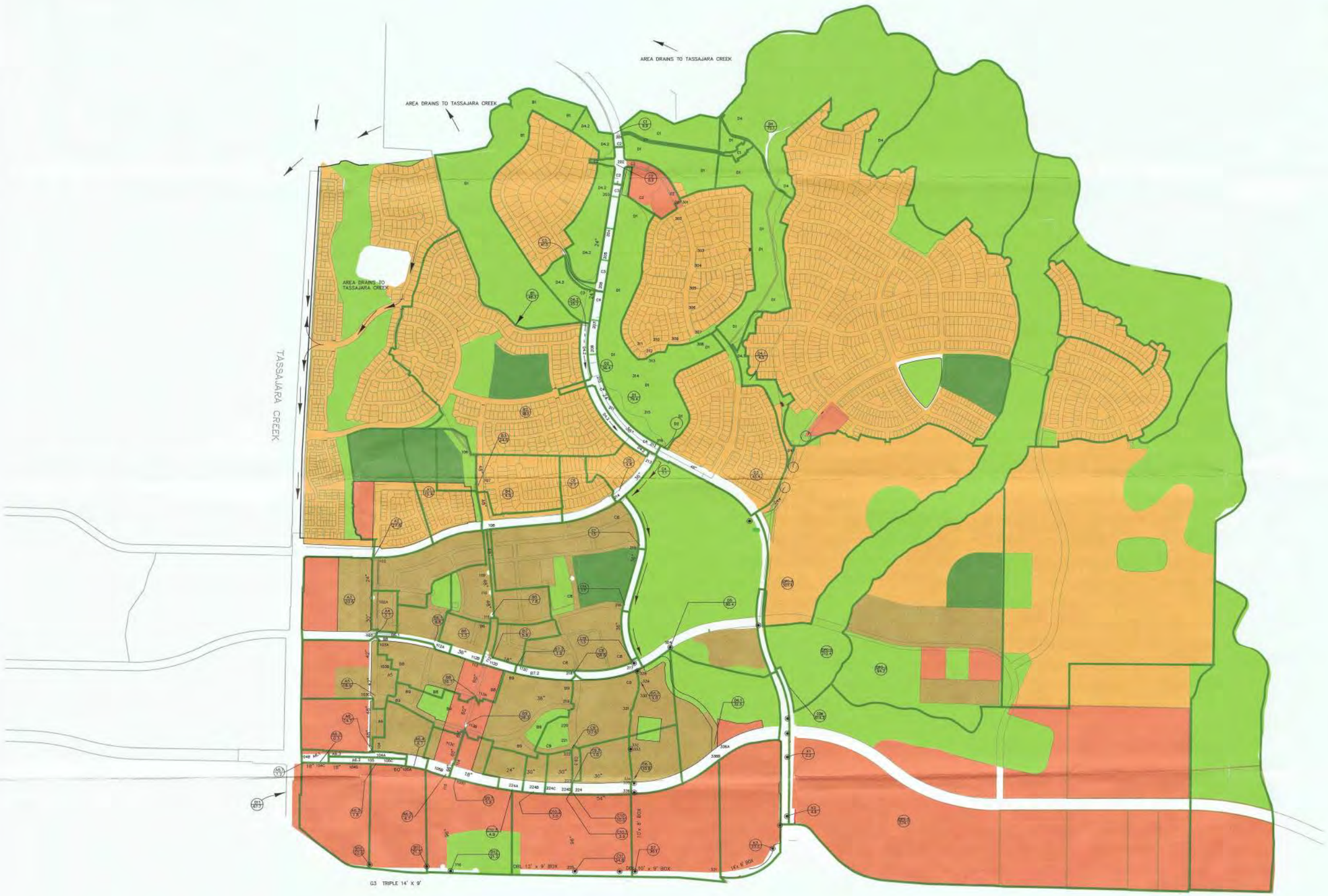
The TLW results yield a normal depth of 1.68 feet for a design flow of 33.9 cfs, resulting in the pipe flowing 90% full under a supercritical flow regime.

Summary:

Based on the above methodology and analysis results it has been confirmed that the proposed trapezoidal re-graded ditch and replacement culvert will have adequate capacity to contain and convey the calculated 10-year design storm runoff flow. Therefore, it has been demonstrated that the proposed ditch re-grading and 24" culvert replacement will correct the current drainage issues and re-establish the historic drainage patterns towards the south and will adequately convey the anticipated design storm flows.

Appendix A

Master Drainag Plan Areas and Land Use map
(from the Dublin Ranch Drainage Master Plan – March 2006)



LEGENDS

- OPEN SPACE AND PARK
- COMMERCIAL AND OFFICE
- MULTIPLE RESIDENTIAL
- SINGLE FAMILY RESIDENTIAL
- SCHOOL
- MAJOR DRAINAGE AREA BOUNDARY
- X / XX.X — DRAINAGE AREA DESIGNATION / AREA (ACRES)
- PIPE JUNCTION NODE
- 100 — NODE NUMBER

0 300 600 1200
SCALE:1" =600'

MASTER DRAINAGE PLAN
AREAS AND LAND USE

MACKAY & SOMPS
CIVIL ENGINEERING•LAND PLANNING•LAND SURVEYING
5142B FRANKLIN DR., PLEASANTON, CA. 94588 (925) 225-0690

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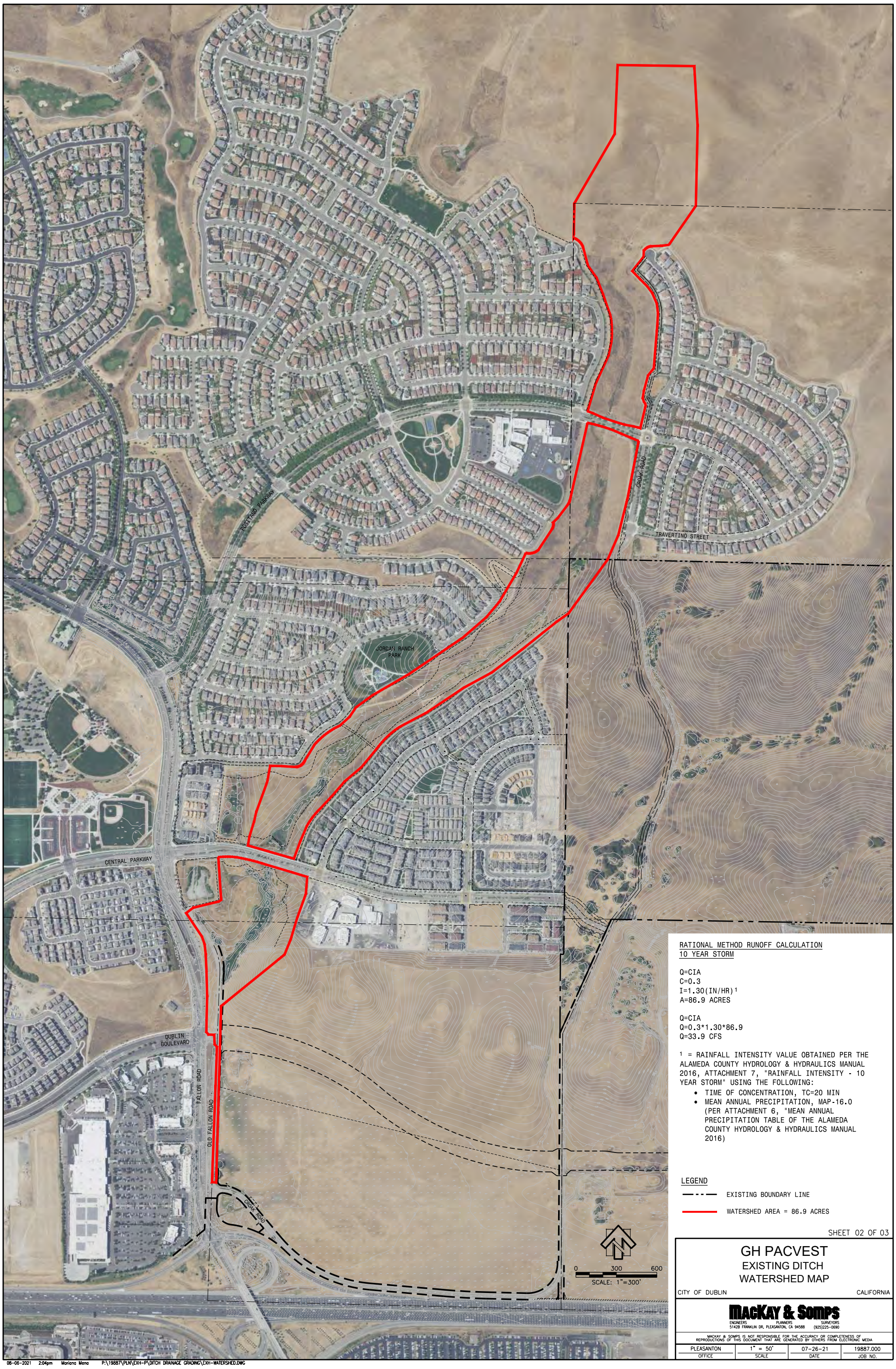
3-01-2006 10:55:55 agarza P:\16034-30\San Ramon\11267-05 Master Drainage\4-28-04 Rev. HEC 1 Analysis\color-exh-2-3-06-REVZ.dwg

Appendix B

Existing Ditch Watershed Map



RATIONAL METHOD RUNOFF CALCULATION
10 YEAR STORM

Q=CIA
C=0.3
I=1.30(IN/HR)[1]
A=86.9 ACRES

Q=CIA
Q=0.3*1.30*86.9
Q=33.9 CFS

[1] = RAINFALL INTENSITY VALUE OBTAINED PER THE ALAMEDA COUNTY HYDROLOGY & HYDRAULICS MANUAL 2016, ATTACHMENT 7, "RAINFALL INTENSITY - 10 YEAR STORM" USING THE FOLLOWING:

- TIME OF CONCENTRATION, TC=20 MIN
- MEAN ANNUAL PRECIPITATION, MAP-16.0 (PER ATTACHMENT 6, "MEAN ANNUAL PRECIPITATION TABLE OF THE ALAMEDA COUNTY HYDROLOGY & HYDRAULICS MANUAL 2016)

LEGEND

EXISTING BOUNDARY LINE

WATERSHED AREA = 86.9 ACRES

SHEET 02 OF 03

GH PACVEST
EXISTING DITCH WATERSHED MAP

CITY OF DUBLIN CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

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OFFICE	SCALE	DATE	JOB NO.

08-06-2021 2:04pm Mariana Mena P:\19887\PLN\EXH-P\DITCH DRAINAGE GRADING\EXH-WATERSHED.DWG

Exhibit B – Long Term Resource Management Plan for the Eagle Ridge Preserve Croak Road Management Area, June, 2022

LONG TERM RESOURCE MANAGEMENT PLAN

FOR THE

EAGLE RIDGE PRESERVE EAST
CROAK ROAD MANGEMENT AREA

ALAMEDA COUNTY, CALIFORNIA

Prepared for:

CITY OF DUBLIN
100 Civic Plaza
Dublin, California 94568

Prepared by:

OLBERDING ENVIRONMENTAL, INC.
Wetland Regulatory Consultants
3170 Crow Canyon Place, Suite 260
San Ramon, CA 94583

JUNE 2022

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Figure 9 CNDDB Wildlife Map
Figure 10 Fencing Map

ATTACHMENT 2 CONSERVATION EASEMENT (Draft)

ATTACHMENT 3 PRELIMINARY TITLE REPORT

This report should be cited as: Olberding Environmental, Inc. June 2022. *Long-term Resource Management Plan for the Eagle Ridge Preserve East Croak Road Management Area,* Alameda County, California. Prepared for the City of Dublin, Dublin, CA

DISTRIBUTION

California Department of Fish and Wildlife
Bay Delta Region (3)
2825 Cordelia Road, Suite 100
Fairfield, California 94534
Attn: Regional Manager

U.S. Fish and Wildlife Service
2800 Cottage Way, Suite W-2605
Sacramento, California 95825
Attn: Regional Manager

Agricultural-Natural Resources Trust
5554 Clayton Road., #2
Concord, CA 94521
Attn: Liz DiGiorgio

Rocky Ridge, LLC
193 Blue Ravine Road, Suite 165
Folsom, CA 95630
Attn: Jeff Olberding

1.0 INTRODUCTION

The Long-Term Resources Management Plan (Plan) was prepared on behalf of the property owner, Rocky Ridge, LLC, which is a California Limited Liability company. The 4-acre Croak Road Management Area (Management Area) will be established within the 171.78-acre Eagle Ridge Preserve East Property (Property) to compensate for unavoidable impacts to seasonal wetlands and special status species dispersal and foraging habitat, taking place along Croak Road, City of Dublin, Alameda County. Attachment 1, Figure 1 depicts the regional location of the Management Area along the Alameda and Contra Costa County line, and Attachment 1, Figure 2 illustrates the vicinity of the Management Area in relationship to Manning Road and the Alameda County line. Attachment 1, Figure 3 identifies the location of the Management Area on the USGS 7.5 Quadrangle Map for Tassajara. An aerial photograph of the Management Area has been included as Attachment 1, Figure 4.

The Management Area is located in an unincorporated area of Alameda County. The Property consists of APN 903-0002-001-01. The surrounding property (which is also slated for preservation) is situated on both sides of the Contra Costa and Alameda County line, west of North Livermore Road and south of Manning Road. It also lies immediately north of and adjacent to the Eagle Ridge Preserve, east of Eagle Ridge Preserve North and southeast of Cayetano Creek Mitigation Bank (collectively known as Preserve Properties, Attachment 1, Figure 5). The Preserve Properties consists of approximately 890 acres of preserved and managed habitat that is under conservation easements approved by the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW).

Within the Management Area, approximately one acre of created seasonal wetland habitat and three acres of upland special status species dispersal and foraging habitat will be preserved for the benefit of species and wetland mitigation requirements associated with the Croak Road Project (Project). The proposed Project involves the excavation of accumulated sediment (233 cubic yards) from an existing engineered roadside ditch, reestablishing the historic capacity and function within the City of Dublin drainage facility. Proposed maintenance (removal of sediment and reestablishment of the original engineered configuration of the ditch) would restore the deteriorated facility to its historic function.

The Plan identifies the long-term management strategies for the Management Area. Mitigation within the Management Area will off-set impacts to California red-legged frog (*Rana aurora draytonii*, CRLF) and seasonal wetlands associated with construction of the Project. The Management Area and surrounding lands contain habitat for the CRLF and existing seasonal wetland habitat. There are over 50 stock ponds and numerous recorded occurrences of CRLF in the vicinity of the Management Area, and the Management Area is located within USFWS designated critical habitat (Unit CCS-2B) for CRLF (Attachment 1, Figure 6). The Management

Area will be professionally managed to benefit of both CRLF and seasonal wetlands and will be placed under a conservation easement recorded in Alameda Official Records.

2.0 PURPOSE OF THIS LONG-TERM RESOURCE MANAGEMENT PLAN

The purpose of the Plan is to ensure the Management Area is managed, monitored, and maintained in perpetuity as an open space preserve benefitting CRLF and seasonal wetland habitat. The Plan establishes objectives, priorities, and tasks for monitoring, managing, maintaining, and reporting. Preservation of the Management Area will protect 1.02 acres of created seasonal wetland habitat and 2.98 acres of annual grassland habitat. CRLF typically use seasonal wetlands similar to those found within the Management Area as breeding habitat, and the non-native annual grassland habitat within the Management Area can be utilized as foraging and dispersal habitat for the species. CRLF have been identified within the creek channels located on the Preserve Properties immediately west of the Management Area.

The Plan describes vegetation management practices for maintaining seasonal wetland and non-native annual grassland habitat characteristics favorable for CRLF and seasonal wetlands and other associated sensitive species. The primary goals of the Plan are to:

1. Maintain the existing habitat conditions within the Management Area to maximize the suitability of the seasonal wetlands and non-native annual grassland habitat used by CRLF;
2. Monitor the created and existing seasonal wetland and non-native annual grassland habitat conditions in order to promote use by CRLF in the Management Area and the health of the seasonal wetland habitat; and
3. Manage habitat conditions using an adaptive management approach to benefit biological values existing in the Management Area.

The Management Area has been traditionally used for seasonal cattle grazing which is the preferred management tool to reduce wildfire fuel loads and improve or maintain non-native annual grassland habitat for CRLF use and seasonal wetland habitat. Grazing will be conducted in a manner consistent with preservation of CRLF and seasonal wetland habitat requirements. Grazing activities will be managed in a manner consistent with the established parameters for minimum and maximum grass heights and densities, optimal grass biomass and cover, stocking rates and seasonal timing of grazing in order to achieve the following:

- Reduce the wildfire fuel hazard associated with the mass of dry herbaceous vegetation in the non-native annual grasslands during the summer and fall seasons;
- Maintain heterogeneity in height structure between patches of the grazed non-native annual grassland to favor non-native annual grassland habitat diversity; and
- Manage and potentially reduce invasive pest plant populations.

Additionally, cattle will not be allowed in the newly created wetland areas for at least the first three years to ensure no damage occurs to newly created habitats. If grazing management is determined to be necessary within the sensitive established/enhanced habitats during these restricted times, goats, sheep, and/or mowing will be used. Flash grazing by the goats or sheep may occur within the wetlands during only dry season months.

3.0 ROLES AND RESPONSIBILITIES

3.1 Conservation Easement Grantee

A Conservation Easement (CE) will be legally established over the entire Management Area which will ensure that the area will be conserved (legally protected) forever and prevent any use of the Management Area that would impair or interfere with the conservation functions and values of the preserved area. The CE is provided in Attachment 2. The CE Grantee will be an accredited non-profit land trust. Golden State Land Conservancy (GSLC) will fulfill the role of Grantee and is recognized by CDFW to hold and manage conservation easements and long-term endowment funds.

The responsibilities of the CE Grantee are described in this Plan, the CE and the Endowment Agreement, and include preserving and protecting the conservation values of the Management Area, preventing any activity that is inconsistent with the purposes of the easement, performing annual compliance monitoring inspections, preparing reports on the results of the compliance monitoring inspections, and providing these reports to the Land Manager and Regulatory Agencies on an annual basis. The CE Grantee is also responsible for ensuring that the Land Manager performs its responsibilities under this Plan.

Any notices or communication to the Conservation Easement Grantee should be directed to the GSLC.

Golden State Land Conservancy
321 South Main Street, #525
Sebastopol, CA 95472
Attn: Mr. Marc Deprey

3.2 Land Manager

The Land Manager is:

Olberding Environmental, Inc.
193 Blue Ravine Road, Suite 165
Folsom, CA 95630
Attn: Jeff Olberding
(916) 985-1188 / jeff@olberdingenv.com

The Land Manager, and subsequent land managers upon transfer, is responsible for the following within the Management Area:

- Implementing the elements of this Plan within the Management Area.
- To manage and monitor the Management Area in perpetuity to preserve the habitat and conservation values in accordance with the CE and Plan.
- Submitting annual reports to the Regulatory Agencies detailing the time period covered.

The Land Manager is responsible for hiring a Monitoring Biologist. The Monitoring Biologist will be a professional botanist, biologist, or restoration ecologist familiar with California flora and fauna, and will have demonstrated knowledge and experience with similar projects. The Monitoring Biologist must also be familiar with vegetation management practices for maintaining target habitat characteristics to ensure the conservation functions and values of the Management Area.

3.3 Grazing Operator

The Grazing Operator will conduct grazing operations with livestock (typically cattle) in a manner which promotes the long-term sustainability of the ecological functions and values of the Management Area. The Land Manager will coordinate with the Grazing Operator, including field and office tasks such as lease management, stocking rates, on/off dates, infrastructure quality, encroachment, etc. The Land Manager will create and manage a lease with the Grazing Operator on behalf of the Property Owner for grazing operation on the site. The grazing lease may be a single year or multiple year lease depending on the level of time and trust between the two entities. The grazing lease will include a list of the activities that are prohibited as terms and conditions of the CE. The grazing lease operator will signify in writing an understanding of the activities that will not be allowed to occur within the Management Area by execution of the lease contract. A Grazing Management Plan can be viewed as a separate attachment.

4.0 MANAGEMENT AREA DESCRIPTION

4.1 Location

Attachment 1, Figure 1 depicts the regional location of the Management Area in Alameda County, and Figure 2 illustrates the vicinity of the Management Area in relationship to the City of Livermore. Attachment 1, Figure 3 identifies the location of the Management Area on the USGS 7.5 Quadrangle Map for Tassajara. An aerial photograph of the Management Area has been included as Attachment 1, Figure 4.

Access to the Management Area is attained by taking Interstate-580 East from Interstate-680. Take exit 52B for North Livermore Avenue toward Livermore. Turn left (north) at North Livermore

Avenue and follow it for 3.6 miles. Turn left (west) at Manning Road and follow it for 1.2 miles before turning left (south) onto the Management Area.

4.2 Habitat Description

The Management Area is located within the northwestern section of Eagle Ridge Preserve East, a upland conservation property, all of which will be managed with the adjacent Preserve Properties as a single contiguous preservation area totaling 1,030 acres (Attachment 1, Figure 5). The Management Area consists of a linear seasonal wetland swale, two created seasonal wetlands, and non-native annual grassland. The surrounding hills serve as a watershed for a well-defined intermittent creek, a tributary of Cayetano Creek. The Management Area is located within USFWS designated critical habitat unit CCS-2B for CRLF (Attachment 1, Figure 6). The Management Area contains extensive ground squirrel colonies that can provide refuge habitat for numerous special-status species including CRLF.

The majority of the Management Area consists of undeveloped grazing lands that have little- to moderate-sloping topography, a linear, seasonal wetland swale, and two created seasonal wetlands. The Management Area consists predominantly of non-native annual grassland, which is currently being used for cattle pasture as the main tool for vegetation management.

4.3 Geographic Features

The Management Area lies within the Livermore Valley. The streams that historically flowed into the Livermore Valley basin from all directions filled parts of the valley with more than a mile of poorly consolidated Pliocene to Holocene age sands and gravels (Kasameyer et al. 1984). The nearest fault is the Calaveras Fault, approximately 6 miles east of the Management Area. The Greenville Fault is approximately 8 miles west of the Management Area, and the Hayward Fault is about 16 miles to the west. The last major earthquake on the Hayward Fault occurred in 1868. The latest seismic probability study for the San Francisco Bay Area assesses the probability of a M6.7 or larger earthquake on the Hayward-Rodgers Creek system as 27 percent between 2003 and 2032.

4.4 Topography

The Management Area consists of undeveloped grazing lands. The western portion of the Management Area is relatively level at an elevation of approximately 776 feet above sea level with a gradual slope to the southwest. The topography slopes up to the east of the Management Area, with an elevation of approximately 805 feet along the eastern boundary. There is an existing, shallow seasonal wetland swale that flows southwest, across the western portion of the Management Area. The swale is an unnamed tributary to Cayetano Creek, which is part of the greater Arroyo Los Positas watershed which empties into Arroyo Mocho in the City of Dublin.

4.5 Hydrology

The principal hydrological sources for the Management Area are direct precipitation, sheet flow, groundwater seepage from uplands, and runoff/overflow. According to California Irrigation Management Information Systems, Pleasanton Station #191 records, the average annual precipitation totals approximately 16.83 inches.

The Management Area is located within the San Francisco Bay 8-digit hydrologic unit code (HUC 18050004). The Management Area falls within the Cayetano Creek watershed with both the east and west branches of Cayetano Creek crossing the preserved properties on the east and west sides respectively. Approximately 63.5% of the surrounding area drains to the west branch of Cayetano Creek whereas the remaining 36.5% drains to the east branch of Cayetano Creek.

4.6 Climate and Rainfall

The San Francisco Bay Area is characterized by dry, mild summers and moist, cool winters. About 80 percent of the total annual precipitation occurs from November through March. In the winter, moisture-laden air moving in from the ocean rises as it reaches the coast and passes inland over the Coast Ranges.

Precipitation data will be monitored and recorded by California Irrigation Management Information System (CIMIS) and data will be gathered monthly from the Pleasanton, California Station (#191) (http://www.cimis.water.ca.gov/). The table below provides average temperature and precipitation data for a 29-year period between 1961 and 1990.

Table 1: Historical Precipitation and Temperature Data for Livermore, California

Historical Data for Livermore, California												
Month	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Historical Monthly Precipitation: 14.21in												
inches	0.24	0.86	2.16	2.14	2.71	2.28	2.24	1.12	0.26	0.08	0.04	0.08
Average Temperature												
°F	69.0	62.7	53.0	46.3	46.1	50.4	52.7	56.6	61.9	67.7	71.6	71.4

4.7 Soils

The USDA Natural Resources Conservation Service (formerly the Soil Conservation Service) mapped soil types within the Management Area can be found in Attachment 1, Figure 7 (NRCS 2022).

- **Pd: Pescadero clay loam, 0 to 6 percent slopes, MLRA 14** – The Pescadero series consists of very deep, poorly drained soils that formed in alluvium from sedimentary rock. The composition of this soil type consists of 85 percent Pescadero and similar soils and 10 percent of minor components including Clear Lake.

Pescadero soils are found in small inland valleys and on rims of basins with slopes from 0 to 2 percent. This series can become ponded in concave slopes, and runoff and permeability are very slow. Pescadero soils are in level basins at elevations of 5 to 100 feet. This soil is used mainly as dryland pasture and for open-type sanitary landfill. Its stratified layers consist of the following (colors are for dry soil unless otherwise stated):

A2 – 0 to 2 inches; gray clay loam, dark gray when moist; weak, thin, platy structure; hard, friable, sticky and plastic; common very fine roots; few fine tubular pores; slightly acid; clear wavy boundary.

B21t – 2 to 12 inches; dark gray clay, very dark gray when moist; few fine, prominent, olive mottles; moderate, medium, prismatic structure; very hard, firm, slightly sticky and plastic; common very fine roots; many very fine tubular pores; few thin clay films on faces of peds; moderately alkaline; gradual wavy boundary.

B22t – 12 to 20 inches; dark gray clay, black when moist; common, fine, prominent, very dark gray mottles; moderate, medium, prismatic structure; very hard, firm, slightly sticky and plastic; few very fine roots; many very fine tubular pores; common moderately thick clay films on faces of peds; slightly effervescent; moderately alkaline; gradual wavy boundary.

B23tca – 20 to 30 inches; light gray clay, gray when moist; moderate, medium, prismatic structure; hard, firm, sticky and plastic; few very fine and fine roots; many very fine tubular pores; common moderately thick clay films on faces of peds; strongly effervescent; moderately alkaline; gradual wavy boundary.

C1ca – 30 to 40 inches; gray clay loam, gray when moist; massive; very hard, firm, slightly sticky and plastic; no roots; many very fine tubular pores; violently effervescent, soft masses of lime; moderately alkaline; gradual wavy boundary.

C2ca – 40 to 58 inches; light olive-gray clay loam, olive-gray when moist; massive; very hard, firm, slightly sticky and plastic; common very fine tubular pores; violently effervescent, soft masses of lime; moderately alkaline; gradual wavy boundary.

C3ca – 58 to 72 inches; light gray clay loam, olive-gray when moist; massive; hard,

firm, slightly sticky and plastic; few very fine tubular pores; violently effervescent, many soft masses of lime; moderately alkaline.

- **LaD: Linne clay loam, 15 to 30 percent slopes, MLRA 15** – The Linne series consists of well-drained soils underlain by calcareous, interbedded shale and soft sandstone. The composition of this soil type consists of 85 percent Linne and similar soils with minor components including Altamont, Diablo, Clear Lake, and Pescadero soils.

Linne soils are found among lower foothills in the eastern parts of the counties with slopes between 5 to 30 percent. Permeability is moderately slow while runoff is slow to medium with a slight to moderate hazard of erosion where the soil is tilled and exposed. This soil is typically used for dryland grain, chiefly barley and for range grazing. Its stratified layers consist of the following (colors are for dry soil unless otherwise stated):

A11 – 0 to 12 inches; gray clay loam, very dark gray when moist; moderate, fine and medium, granular structure; slightly hard, very friable, sticky and plastic; many very fine roots; many very fine and fine interstitial pores; moderately alkaline; strongly calcareous; few filaments and soft bodies of lime; diffuse, wavy boundary.

A12ca – 12 to 29 inches; gray clay loam, very dark grayish-brown when moist; moderate, fine and medium granular structure; slightly hard, very friable, sticky and plastic; many very fine roots; many very fine and fine interstitial pores; moderately alkaline; strongly calcareous, many irregularly shaped lime concretions; abrupt, wavy boundary.

Crca – 29 to 32 inches; white shale; calcareous; many filaments and coatings of lime.

4.8 Existing Land Uses

The Management Area is currently used as cattle grazing rangeland.

4.9 Adjacent Land Uses

Much of the surrounding land use is grazing and open land and livestock production. Land uses are predominantly agricultural with either grazing or field crop production. Adjacent parcels are currently undeveloped annual grassland/rangeland. All lands to the south and west are currently used as conservation areas with restricted land use for the preservation of ecological functions and values.

4.10 Existing Easements

The Management Area does not include any previously recorded conservation easements or other areas being developed for permittee-responsible mitigation. An existing easement (DifWind Management Area) occurs southeast of the Management Area. The title report for the Management Area and surrounding lands is provided in Attachment 3.

5.0 HABITATS AND SPEICES DESCRIPTIONS

The Management Area supports two habitat types consisting of annual grassland and seasonal wetland swale. In classifying the habitat types within the Management Area, generalized plant community classification schemes were used (Sawyer, Keeler-Wolf, and Evens 2009). The final classification and characterization of the habitat types of the Management Area was based on field observations. A figure noting the overall location of each habitat type is included in Attachment 1, Figure 8.

5.1 Annual Grassland

The site includes annual grassland and represents the dominant plant community within the Management Area. The Management Area has been primarily used for grazing in the past. As a result, non-native annual grasses of European origin make up the dominant species. These species include wild oat (*Avena fatua*), ripgut brome (*Bromus diandrus*), hare barley (*Hordeum murinum spp. leporinum*), and Italian ryegrass (*Festuca perennis*), among others. Common non-native forbs observed during field surveys include black mustard (*Brassica nigra*), yellow starthistle (*Centaurea solstitialis*), Italian thistle (*Carduus pycnocephalus*), milk thistle (*Silybum marianum*), filaree (*Erodium spp.*), and bur clover (*Medicago polymorpha*), among others.

5.2 Seasonal Wetland Swale

This swale feature flows southwest across the Management Area before entering one of two culverts and into a tributary of Cayetano Creek. This feature is largely vegetated with seaside barley (*Hordeum marinum*) and some additional annual grassland species. This feature is very shallow with berms of only 2 – 4 inches but has a distinct change in vegetation along its boundary.

5.3 Special-Status Species

Special-status wildlife species include species listed as Rare, Threatened, or Endangered by the USFWS (2010b & 2010c), species covered by the Migratory Bird Treaty Act, or species given special protection by the State of California (CDFW 2010b). A review of the California Natural Diversity Database (CNDDB) identified several special-status species that have the potential to occur in the non-native annual grassland, and seasonal wetland swale located in the Management Area (Attachment 1, Figure 9).

A number of special-status species occur within or adjacent to the Management Area, including prairie falcon (*Falco mexicanus*), California tiger salamander (*Ambystoma californiense*), California red-legged frog (*Rana aurora draytonii*), burrowing owl (*Athene cunicularia*), American badger (*Taxidea taxus*), white-tailed kite (*Elanus leucurus*), golden eagle (*Aquila chrysaetos*), San Joaquin kit fox (*Vulpes macrotis mutica*), Congdon's tarplant (*Centromadia parryi congdonii*), and San Joaquin spearscale (*Extriplex joaquiniana*).

5.3.1 California Red-legged Frog

The following sections provide a summary of the known records for CRLF within the vicinity of the Management Area.

The CRLF is federally listed as threatened and is a California species of special concern. The USFWS has identified critical habitat units for CRLF. The entire Management Area fall within CRLF Critical Habitat Unit CCS-2B.

CRLF have been documented utilizing the pools in the existing riparian habitat of Cayetano Creek just west of the Management Area since 2008. These occurrences are confirmed by CNDDB records, and are located all around the Management Area, recorded by multiple individuals during various times of the year.

One adult CRLF and at least 50 tadpoles were observed just west of the Management Area in a pool of water located within the west branch of Cayetano Creek during the September 2012 survey. Since this initial survey numerous observations of both CRLF adults and tadpoles have been documented in Cayetano Creek. During an August 2017 survey, four adult CRLF and 20+ tadpoles were observed within a pool of water within Cayetano Creek. In previous years, adults and individuals in various life stages have been observed throughout the Cayetano Creek corridor. During various 2018 and 2019 surveys, adults, juveniles, and tadpoles were observed within this pool.

5.4 Nuisance Plant Species

One Cal-IPC rated "High" species, yellow-star thistle, is currently found in isolated clumps on the Management Area. A total of 13 Cal-IPC rated "Moderate" species occupy the vicinity of the Management Area, including artichoke thistle (*Cynara cardunculus*), stinkwort (*Dittrichia gravolens*), black mustard (*Brassica nigra*), Italian ryegrass, Mediterranean grass, wild oats, ripgut brome, soft chess, Italian thistle (*Carduus pycnocephalus*), bull thistle (*Cirsium vulgare*), hyssop loosestrife (*Lythrum hyssopifolia*), rose clover (*Trifolium hirtum*), and rat-tail fescue.

6.0 MANAGEMENT AND MONITORING

This section presents the methods, tasks, frequency, and responsibilities for monitoring long-term biological resources onsite, together with the monitoring objective and criteria that define successful habitat preservation.

The approach to long-term management of the Management Area is to conduct annual site inspections and monitor selected characteristics to determine stability and ongoing trends of the preserved upland habitat. Annual monitoring will assess the Management Area's condition, degree of erosion, extent of weedy species, water quality, fire hazard, and/or other aspects that may warrant management actions. While it is not anticipated that major management modifications to the Management Area will be needed, an objective of this Management Plan is to guide monitoring to identify any issues that arise, and using adaptive management, to determine what actions might be appropriate.

6.1 Adaptive Management

Adaptive management is an approach to natural resource management which incorporates changes to management practices, including corrective actions, in the context of available hard data and also from qualitative observation and/or off-site resources (i.e., experts' advice, published documents, etc.). Adaptive management includes those activities necessary to address the effects of climate change, fire, flood, invasive pests, encroachment, grazing effects, or other natural events, force majeure, etc.

Adaptive management and land management strategy in general is facilitated by the Land Manager since they will have access to all available data from on-site annual surveys and the historical context to recommend management strategies. While it is not anticipated that major management modifications will be needed, an objective of this Plan is to conduct monitoring to identify any issues that arise and use adaptive management to determine what actions might be appropriate.

Under the adaptive management umbrella, the Land Manager has the responsibility to implement the various management activities below; however, if the conservation values of the Management Area can be improved, then the Land Manager has the discretion to allocate resources as necessary as long as they fall within the general intention of the management strategy provided within this document. Any changes to the management strategy provided within this document will need to be approved by the Third-Party Beneficiaries of the Conservation Easement (i.e., regulatory agencies), in consultation with the Land Manager and the CE Grantee.

Any long-term management activities that include ground surface disturbance will necessarily require consultation between the Land Manager, CE Grantee, and Third-Party Beneficiaries since it would be a prohibited activity as defined by the CE. Any ground disturbing activities will need

to be approved by the Regulatory Agencies and may require other local permitting or approval depending on the activity.

An all-terrain vehicle (ATV) may be used to facilitate monitoring and management of the Management Area. ATV use will be limited to existing access roads, however cross-country travel is allowed if it results in increased efficiency and efficacy of monitoring and/or management and can be done without unnecessarily damaging protected habitat or species. Unauthorized vehicle encroachment onto the site is prohibited by the CE.

6.2 Long-Term Habitat Management Activities

The management strategy recommended within this document is outlined below and is in alignment with the endowment cost analysis spreadsheet or Property Analysis Record (PAR) will be provided separately and provides a framework for adaptive management as implemented/facilitated by the Land Manager. Table 2 below provides a general schedule of long-term monitoring and management activities described within this Plan.

6.2.1 Biological Resources

Element A.1 Biological Monitoring

Objective: Monitor, conserve, and maintain the Management Area's habitats for CRLF and seasonal wetlands. Collect biological monitoring data to identify and evaluate conditions onsite, create an ongoing record using consistent data points to monitor trends, and provide early identification of any problems at the site.

Objective: Ensure that habitat conditions remain suitable for the continued existence onsite for CRLF and seasonal wetlands.

Objective: Review management procedures and sampling protocols to assess whether adjustments need to be made to achieve the goal of maintaining suitable habitat for CRLF and seasonal wetlands.

Task A.1-1 – Vegetation Monitoring

Task A.1-1-1: Conduct vegetation monitoring. In Years 1, 5, 10, 15, 20, and every 5 years thereafter in perpetuity, conduct field monitoring to determine plant community types present and species composition, typically between March and May depending on flowering season.

Task A.1-1-2: Digitally link data to GIS database. Download GPS data and link to GIS database.

Task A.1-1-3: Analyze data. Analyze monitoring data and compare with baseline and previous years' data.

Task A.1-2 – California Red Legged Frog Presence / Absence Monitoring. There are no ponds on the Management Area; therefore, only surveys for the presence of suitable habitat will take place.

6.2.2 Vegetation Management

Element B.1 Vegetation Management

The goal of the vegetation management activities is to maintain the existing competitive advantage of grassland species over exotic invasive annual plant species. This section describes tasks involving invasive species research and annual site inspections, as well as methods to be used for vegetation management. Managed grazing is the preferred vegetation management method.

The following non-native species are found within the Management Area: yellow star thistle (*Centaurea solstitialis*), artichoke thistle (*Cynara cardunculus*), black mustard (*Brassica* spp.), filarees (*Erodium* spp.), and bur-clover (*Medicago polymorpha*). A few of these species are particularly problematic. Yellow star thistle is of special concern because it degrades forage species, depletes soil moisture and adversely affects the habitat quality of the grasslands.

Objective: Monitor, document and minimize the presence/absence of exotic / invasive species in the Management Area.

Objective: Maintain the existing competitive advantage of beneficial grassland species over exotic invasive annual plant species, including but not limited to noxious weeds, through the use of allowable management methods: managed grazing, mowing, and/or controlled herbicide application. Prescribed burns will not be allowed without the concurrence and written permission of the USFWS, CDFW and county fire marshal.

Task B.1-1: Vegetation Management

Task: B.1-1: Conduct site inspection annually to determine presence of and document invasive vegetation during late February to mid-March. Review guidance materials on what species may threaten site and how to manage for them. Conduct site inspection to determine presence and document location of invasive vegetation by filling out monitoring form, taking photos, GPS documentation and mapping. Determine if invasive plant control actions are required.

Task B.1-2-1 through B.1-2-3: Use weed control chemicals or mow using hand equipment to control invasive plants (grazing is preferred method).

Task B.1-3-1: Manage vegetation annually through livestock grazing lease. Cattle grazing will occur annually with at least two cattle movements (i.e., fall and spring) and other livestock (sheep or goat) grazing will occur as needed. This tool will remove excess plant material, thatch, and non-native invasive plants from the uplands of the Bank.

Task B.1-3-2: Residual dry matter (RDM) sampling will be used within the overall Bank to assess thatch levels. Permanent upland RDM sampling locations will be established across the grassland habitat. An equal number of RDM samples will be taken across varying slope grades. RDM sampling will occur during the fall, prior to the onset of the first rains of the year.

Task B.1-3-3: Implement annual grazing on the Preserve to maximize habitat values for Covered Species.

- All grazing activities will be performed with the acknowledgement that the primary land use is habitat for CRLF and seasonal wetlands.
- The amount of rainfall received in a given year may dictate an increase or decrease in the length of grazing based on when wetlands begin drying up at the end of the spring rainy season.
- Watering and loading/unloading of livestock will be conducted in specified areas away from seasonal wetlands to minimize impacts caused by these activities.
- No supplemental feeding will be allowed due to the potential for introduction of additional exotic plant species to the Management Area.
- Cattle exclusion areas will be fenced to protect establishment of the seasonal wetlands.
- Flash grazing of the cattle exclusion areas may be allowed to reduce vegetation heights. Any flash grazing must be approved by the Monitoring Biologist prior to grazing.

The type of livestock grazed and the duration of seasonal grazing may be increased or decreased as an adaptive management approach to meet the overall goal to ensure the long-term preservation of the existing and created wetlands and upland habitat values for CRLF. Cattle will not be allowed in the newly created wetland areas for at least the first three years to ensure no damage occurs to newly created habitats. If grazing management is determined to be necessary within the sensitive established/enhanced habitats during these restricted

times, goats, sheep, and/or mowing will be used. Flash grazing by the goats or sheep will occur within the wetlands during only dry season months.

To evaluate progress in maximizing wetland habitat development and attaining the vegetation management objective of maintaining the existing competitive advantage of wetland species over exotic annual plant species, the Land Manager, with the assistance, as necessary, of a specialist(s) in grazing management, will include in the annual inspection and maintenance monitoring report any recommendations for modifications to the grazing plan.

Element B.2 Sedimentation, Erosion & Offsite Stormwater Control

Objective: Prevent impacts to wetlands from sedimentation and erosion.

Objective: Prevent excess stormwater discharges from offsite that would alter the site's hydrology regime.

Task B.2-1 – Sedimentation, Erosion & Excess Offsite Stormwater Discharge Control

Task B.2-1: Inspect the site annually for signs of sedimentation, erosion, or excess stormwater control problems. Following a rainfall period > 1 inch, document any sedimentation, erosion, or excess stormwater discharge control problems on the maintenance monitoring form.

Task B.2-2: Correct sedimentation, erosion, or excess offsite stormwater discharge control problems (includes removal of accumulated sediment from stock ponds). Management Area is stable; therefore, no erosion or offsite stormwater problems are anticipated.

Task B.2-3: Correct sedimentation, erosion, or excess offsite stormwater discharge control problems. Use materials (e.g., hay bales, straw rolls, sterile straw, shovels) to control erosion and sedimentation. Management Area is stable; therefore, no erosion or offsite stormwater problems are anticipated.

6.2.3 Site Security

The Management Area will be fenced and shall have no general public access, nor any regular public or private use. Adjacent properties are under the control of the Land Owner / Land Manager. All maintenance visits by the Land Manager will include inspection for any evidence of vandalism. Because the area is relatively inaccessible, vandalism is not anticipated. However, the site will be monitored for signs of excessive or uncontrolled human disturbance such as off-road vehicle use, presence of brush and litter, human foot traffic, and runoff water entering the property. Disturbance

will be recorded along with remedial action being taken (e.g., repair fence, gate(s), fill tire ruts to original grade, or replace signage). Research and/or other educational programs or efforts consistent with the goals of this Plan may be allowed on the Management Area as deemed appropriate by the Land Manager, however, these programs are not specifically funded or a part of this Plan.

The Land Manager will coordinate with the Alameda County Mosquito Abatement District to minimize mosquito reproduction within the Management Area. Many of the standard recommendations to minimize mosquito reproduction are not applicable; however, several of the recommended management actions, such as preventing trash on-site, are already included in this Plan.

Element C.1 Site Security

The goal of providing site security is to preclude general public access to the site to prevent damage to the habitat. The Management Area should remain free of trash and other debris. Trash is most likely to be deposited outside the Management Area's fences and gates along the road.

Objective: Monitor for and document the presence of unauthorized access.

Objective: Collect and remove trash, repair fencing, as needed, and rectify trespass impacts.

Task C.1-1: Site Security

Task C.1-1: Inspect site for unauthorized access and vandalism. Inspect site and document signs of encroachment on maintenance form, GPS locations, and create map showing locations.

Task C.1-2: Remove trash and debris. Fill tire ruts and fill and level soil surface where necessary. Confer with County and/or USFWS if necessary.

Task C.1-3: Dispose of trash and debris at local approved landfill.

Element C.2 Mosquito Abatement

The goal of mosquito abatement is to eliminate or minimize mosquito populations within wetland habitats.

Objective: Work with the County Mosquito Abatement District to eliminate or minimize mosquito populations in wetland habitats.

Task C.2-1: Inspect site in coordination with County Mosquito Abatement District staff. There are no ponds on the Management Area; therefore, no monitoring or abatement is required.

Element C.3 Fencing, Gates, Locks, and Signs

The goal of this element is to maintain fencing to preserve site integrity, preclude general public access, prevent damage to habitat and associated biota, and to facilitate the ongoing management of the Management Area. Existing fencing within the Management Area can be found within Attachment 1, Figure 10. Additional fencing may be proposed.

Inspect fencing to prevent unauthorized access and ensure it is maintained in good condition. Check to see that there is proper tension in the wire or fencing parts, the wire or metal grill work is not broken, and appropriate post alignment and stability are maintained.

If localized rotational or controlled grazing is necessary to protect sensitive habitats, cross fencing following the same construction specifications may be added. Replace existing fencing site wide when it is no longer functional; assume that all wire fencing and posts will need to be replaced every 30 years.

Signs identifying the Management Area as an open space preserve are located at vehicle access points and at appropriate intervals along the preserve boundary/property line. Replace signs if they are found to be damaged, illegible, or if the contact information needs to be updated. Replace locks on an as-needed basis to maintain site integrity.

Objective: Maintain fences, gates, and signs to prevent casual trespass, allow necessary access, and facilitate management.

Task C.3-1: Maintain Fencing, Gates, Locks and Signs

Task C.3-1: Inspect fencing, gates, locks, and signs for damage or need for maintenance and document observations on inspection sheet. GPS locations and create map showing locations of facilities needing repair or replacement.

Task C.3-2: Grazing lease holder to maintain fence and gates (proper tension, attachments to posts, broken wire, etc.) and prepare brief annual summary letter report.

Task C.3-3-1: Replace worn fence with 30-year gauge metal fencing. Assumes 5-strand barbed wire on metal posts with 10-foot centers with end post braces for tension support.

Task C.3-3-2: Replace fences, gates, locks, signs on a 30-year re-occurring basis. Fences will generally be 5-strand barbwire fencing with metal posts 10-foot on

center and line-posts generally every 100 feet. Bracing will be welded steel posts of adequate span to withstand wire tension (i.e. "H" braces of at least 8 feet in length). Ideally, wildlife friendly fencing will be used, where the bottom and top strand are smooth and the bottom strand is set no less than 16 inches off the ground. Gates will be at least 12-feet wide welded steel panel gates.

Task C.3-4: Replace broken or malfunctioning locks with heavy duty brass locks.

Task C.3-5: Replace conservation easement signage.

6.2.4 Reporting and Administration

Element D.1 Annual Accounting and Management Report

Objective: Provide annual report on all management tasks conducted and general site conditions to third-party beneficiaries (USFWS, CDFW and RWQCB) of the Conservation Easement and GSLC.

Task D.1: Prepare Annual Accounting and Management Report:

Task D.1-1: Provide an accounting of all funds expended in the management of the Property during the previous year. Prepare accounting of Endowment Fund expenditures for the previous year.

Task D.1-2: Provide a general summary description of the status of the Management Area. Describe status of the Management Area, both positives and negatives, with references to accounting, biological, and management report sections of the accounting and management report.

Task D.1-3: Prepare biological section every 5 years as described in the Long-Term Resources Management Plan. Prepare biological section of the accounting and management report based on analysis of data from biological monitoring as scheduled and described for Element A.1 Assess changes in biological resources by comparing current data with baseline and previous years data. Include illustrative figures and maps for comparative purposes. Mark recommendations as necessary.

Task D.1-4: Review and analyze management and maintenance data for comparative change in required tasks. Review data, analyze data using GIS mapping analysis, if necessary, and comparative tables.

Task D.1-5: Prepare maintenance section in report. Describe previous year's maintenance actions, results; describe any maintenance problems and recommendations for future actions.

Task D.1-6: Describe management actions to be undertaken in the coming year. Review management procedures, sampling protocols to assess whether adjustments need to be made to maintain and preserve habitat.

6.2.5 Schedule

A schedule outlining the proposed frequency of routine monitoring and maintenance procedures for long-term management of the Management Area is shown in Table 2. Monitoring and maintenance activities will start as soon as the Conservation Easement is recorded. The interim management period is a minimum of three years from the date the Conservation Easement is recorded (the land is protected) and full funding of the Endowment (the Endowment is scheduled to be fully funded within 30 days of recordation of the Conservation Easement). After the Endowment Fund has been fully funded for three years, routine monitoring and maintenance activities will be funded by the interest generated by the Endowment Fund.

Table 2. Schedule of Routine Monitoring and Maintenance Activities

Element	Frequency
A. Biological Resources	
Element A.1 Biological Monitoring	
A.1-1: Vegetation Monitoring	Years 1, 5, 10, 15, 20 and every 5 years thereafter in perpetuity.
A.1-2: California Red-Legged Frog Presence / Absence Habitat Monitoring	Years 1, 5, 10, 15, 20 and every 5 years thereafter in perpetuity.
B. Vegetation Management	
Element B.1 Vegetation Management	
B.1-1: Conduct Site Inspections	Annually
B.1-2: Control Invasive Plants	Annually
B.1-3: Manage Vegetation through Livestock Grazing	Annually
Element B.2 Sedimentation, Erosion & Offsite Stormwater Control	
B.2-1: Inspect Site for Sedimentation, Erosion or Excess Stormwater Discharge Control Problems	Annually after the first heavy, continuous rainfall period > 1 inch

Table 2. Schedule of Routine Monitoring and Maintenance Activities

Element	Frequency
B.2-2: Correct Sedimentation, Erosion, or Excess Offsite Discharge Problems	As needed; Assumes every 10 years
B.2-3: Use Materials to Control Erosion and Sedimentation	As needed; Assumes every 10 years
C. Site Security	
Element C.1 Site Security	
C.1-1: Inspect Site for Unauthorized Access and Vandalism	Quarterly
C.1-2: Remove Trash and Debris	Annually
C.1-3: Dispose of Trash and Debris	Annually
Element C.2 Mosquito Abatement	
C.2-1: Mosquito Abatement	Once annually during mosquito breeding season
Element C.3 Fencing, Gates, Locks, and Signs	
C.3-1: Maintain Fencing, Gates, Locks and Signs	Annually
C.3-2: Repair Fence and Gates As Needed	Annually
C.3-3-1: Replace All Wire Fencing and Posts with 5-Strand Barbed Wire	As needed; assumed every 30 years
C.3-3-2: Replace Gates	As needed; assumed every 30 years
C.3-4: Replace Locks	As needed; assumed every 5 years
C.3-5: Replace Signage	As needed; assumed every 30 years
D. Reporting and Administration	
Element D.1 Annual Report	
D.1-1: Submit Annual Accounting and Management Report	Submit annually.

7.0 RIGHT OF ACCESS

The agencies that are members of the Regulatory Agencies (USFWS, CDFW) are defined as the Third-Party Beneficiaries of the CE. All Third-Party Beneficiaries have the right of access to the Management Area and the right to enforce all of the obligations of Grantor and Grantee as provided by the terms and conditions of the CE.

8.0 TRANSFER, REPLACEMENT, AND AMMENDMENTS

8.1 Transfer

Any subsequent transfer of responsibilities under this long-term management plan to a different Land Manager shall be requested by the Land Manager in writing to the Regulatory Agencies, shall require written approval by the Regulatory Agencies, and shall be incorporated into this Plan by amendment. Any subsequent Property Owner assumes land manager responsibilities described in this Plan and as required in the CE, unless otherwise amended in writing by the Regulatory Agencies.

8.2 Replacement

If the Land Manager fails to implement the tasks described in this Plan and is notified of such failure in writing by any of the Regulatory Agencies, the Land Manager shall have 90 days to cure such failure. If failure is not cured within 90 days, the Land Manager may request a meeting with the Regulatory Agencies to resolve the failure. Such meeting shall occur within 30 days or a longer period if approved by the Regulatory Agencies. Based on the outcome of the meeting, or if no meeting is requested, the Regulatory Agencies may request the replacement of the designated Land Manager. If the Land Manager fails to designate a replacement, then such public or private land or resource management organization acceptable to and as directed by the Regulatory Agencies may enter onto the Management Area in order to fulfill the purposes of this Plan.

8.3 Amendments

The Property Owner, Land Manager**,** and Regulatory Agencies may meet and confer from time to time, upon the request of any one of them, to revise this Plan to better meet management objectives and to ensure the conservation values of the Management Area. Any proposed changes to this Plan shall be discussed with the Regulatory Agencies and the Land Manager. Any proposed changes will be designed with input from all parties. Amendments to this Plan shall be approved by the Regulatory Agencies in writing; Plan amendments shall be required management components and shall be implemented by the Land Manager.

If the CDFW or USFWS determine, in writing, that continued implementation of this Plan would jeopardize the continued existence of state or federally listed species, any written amendment to

this Plan determined by either the CDFW or USFWS as necessary to avoid jeopardy, shall be a required management component and shall be implemented by the Land Manager.

9.0 FUNDING AND TASK PRIORITIZATION

9.1 Funding

The costs associated with management and monitoring activities of the Management Area have been identified using a PAR. The PAR provides a description of tasks and identifies the anticipated costs associated with each task. A copy of the draft PAR has been included as a separate Document. These costs include estimates of time and funding needed to conduct the basic monitoring site visits and reporting, weed mowing, trash removal, fence repair, and a prorated calculation of funding needed to fully replace the fences ever 30 years. A 3.5 percent capitalization rate was used to derive the total amount required to be invested in order to fund anticipated items.

The first-three years post recordation of the CE will be funded by a non-recurring account equal to three years of annual management and monitoring as estimated in the PAR. This three-year account will delay withdrawing funds from the endowment account, allowing time for the interest earned to sufficiently mature before invoicing against it.

Contingency funding has been provided within the PAR to total 10 percent of the anticipated annual estimated cost. Since contingency funding will only be needed when there is a management need that is not met by an individually funded line item of the PAR; the total will be allowed to compound over time. For example, the funding may be used to repair a massive erosional landslide after a particularly bad storm event.

The CE Grantee shall hold the endowment principal and interest monies and is appropriated to fulfill the purposes for which payments into it are made. These interest monies will fund the long-term management and monitoring activities on the Management Area in a manner consistent with this long-term management plan.

Land Manager shall consult with the endowment holder on a year-to-year basis to determine the amount of funding available for management and monitoring activities. Following annual management activities, the Land Manager may submit and invoice to the endowment holder for management activities

9.2 Task Prioritization

Due to unforeseen circumstances, task prioritization may be necessary, including tasks resulting from new requirements, if endowment and/or contingency funding is insufficient to accomplish all tasks. The Land Manager and the Regulatory Agencies shall discuss task priorities and funding availability to determine which tasks will be implemented. In general, tasks are prioritized in this

order: (1) required by a local, state, or federal agency; (2) tasks necessary to maintain or remediate habitat quality; and (3) tasks that monitor resources, particularly if past monitoring has not shown downward trends. Equipment and materials necessary to implement priority tasks will also be considered priorities. Final determination of task priorities in any given year of insufficient funding will be determined in consultation with the Regulatory Agencies and as authorized by the Regulatory Agencies in writing.

10.0 REFERENCES AND LITERATURE CONSULTED

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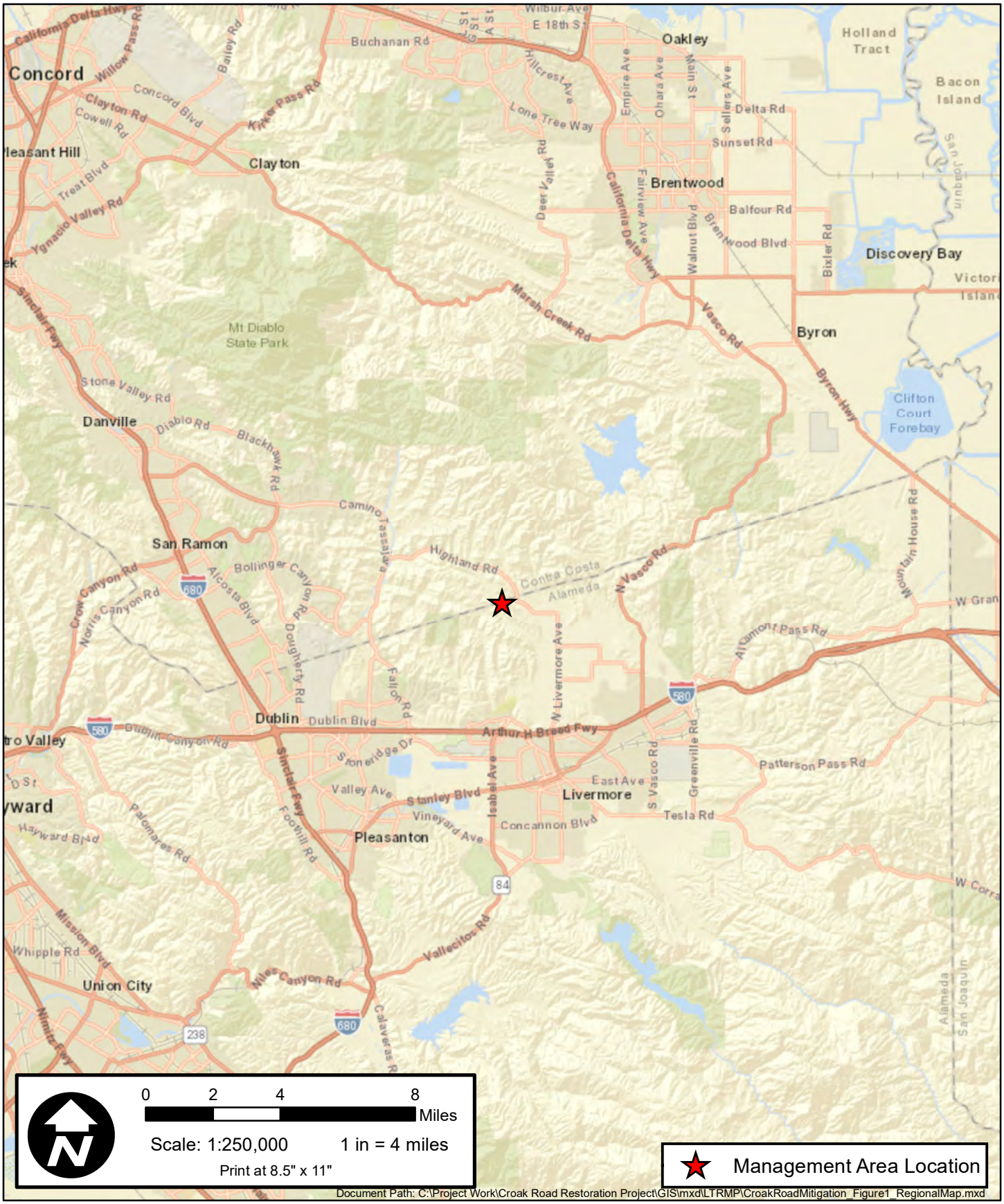
ATTACHMENTS

Attachment 1

Figures



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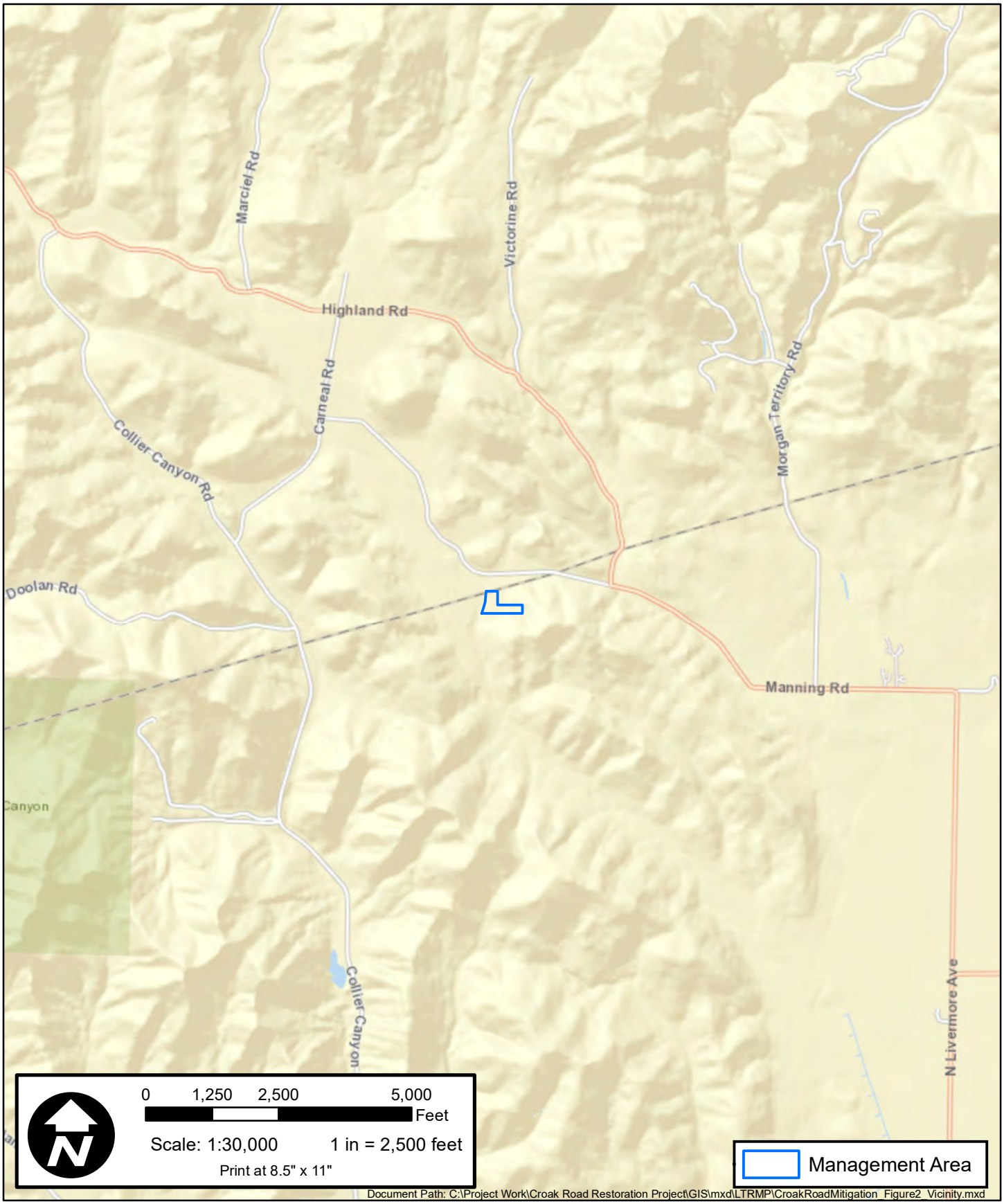
OLBERDING ENVIRONMENTAL
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 1: Regional Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

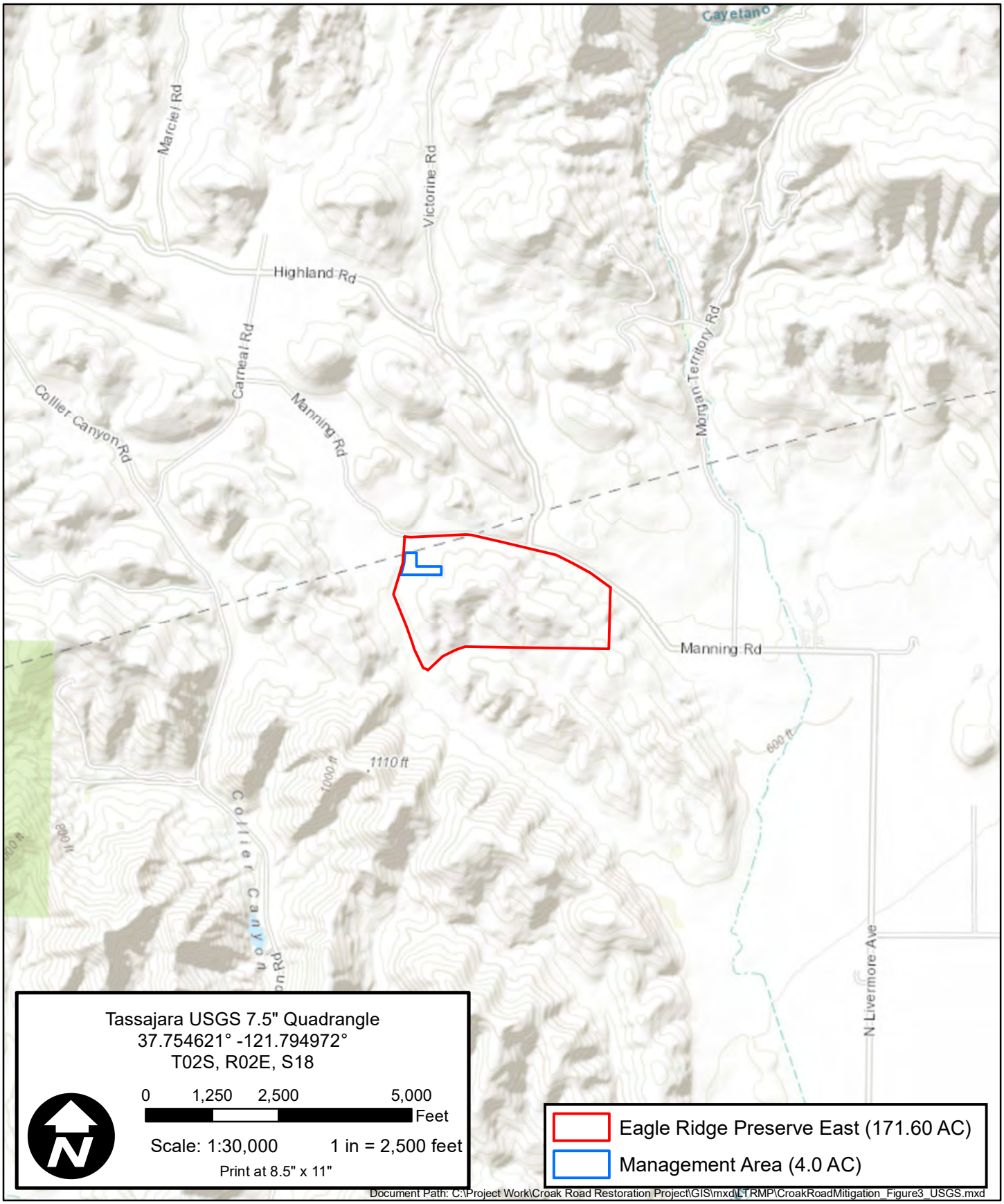
Revision Date: 06/13/2022



OLBERDING ENVIRONMENTAL
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 2: Vicinity Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

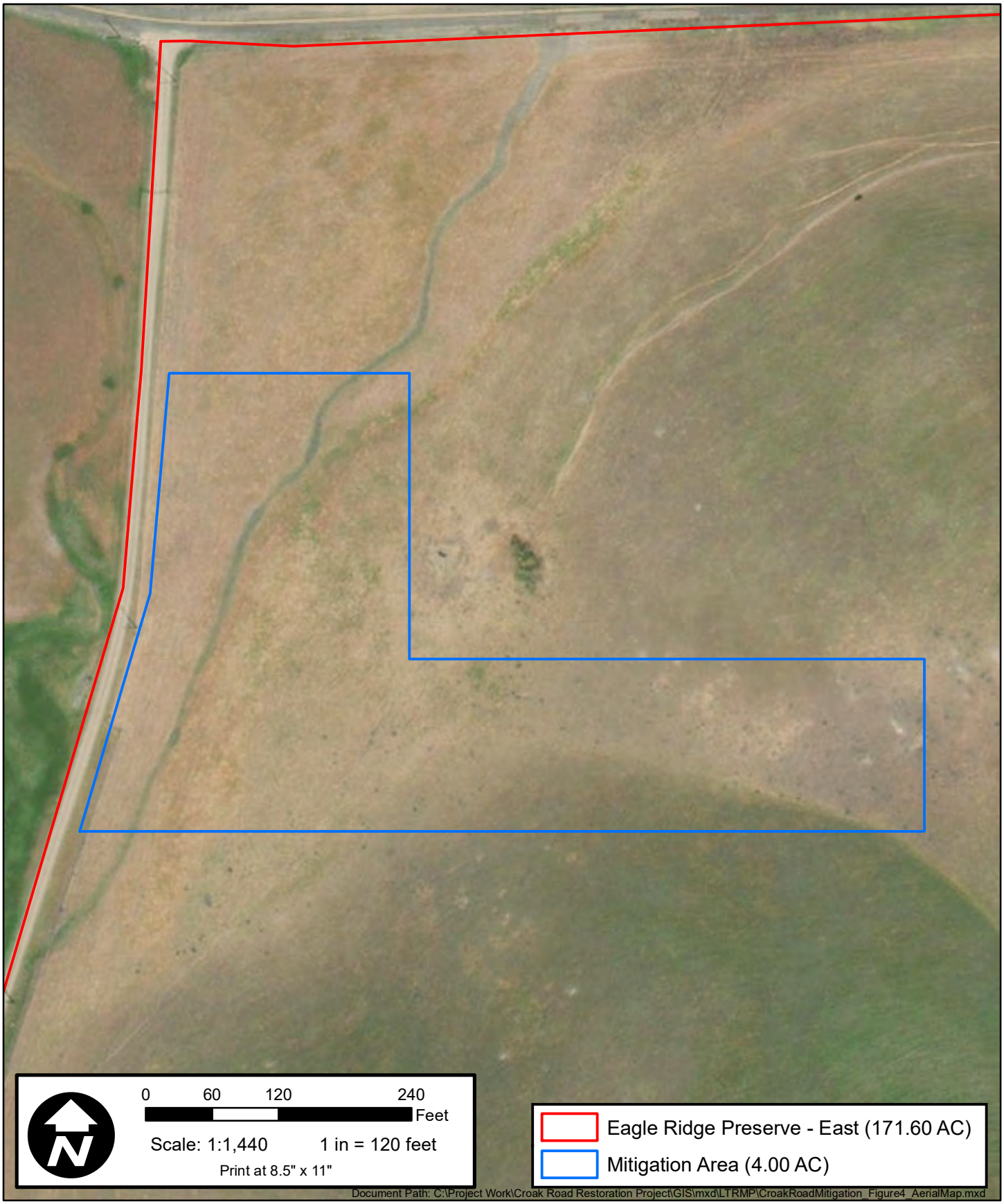
Revision Date: 06/13/2022



OLBERDING ENVIRONMENTAL
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 3: USGS Topographic Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 06/13/2022



OLBERDING ENVIRONMENTAL
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 4: Mitigation Area Aerial Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 06/13/2022

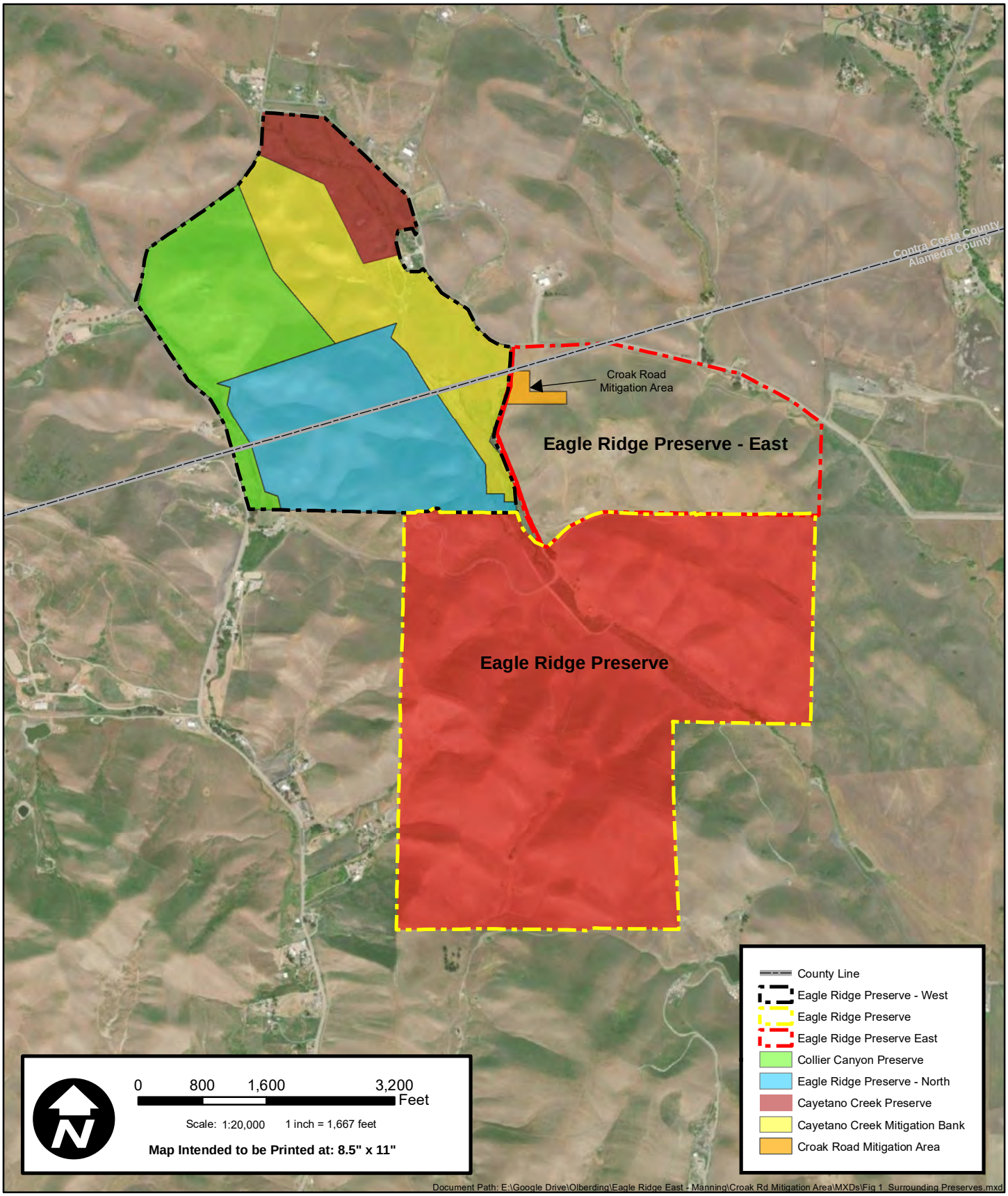
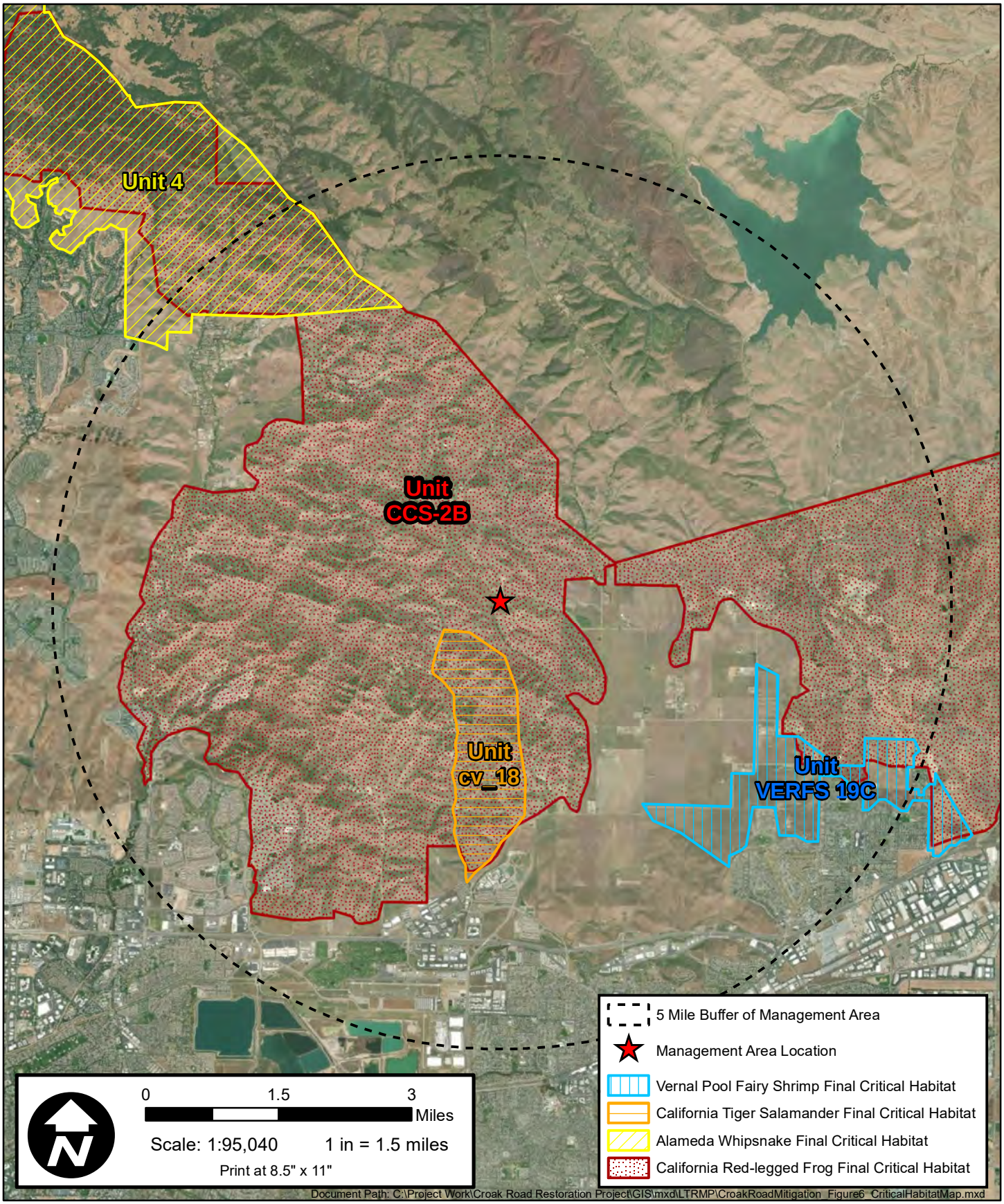


Figure 5: Adjacent Preserve Properties Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

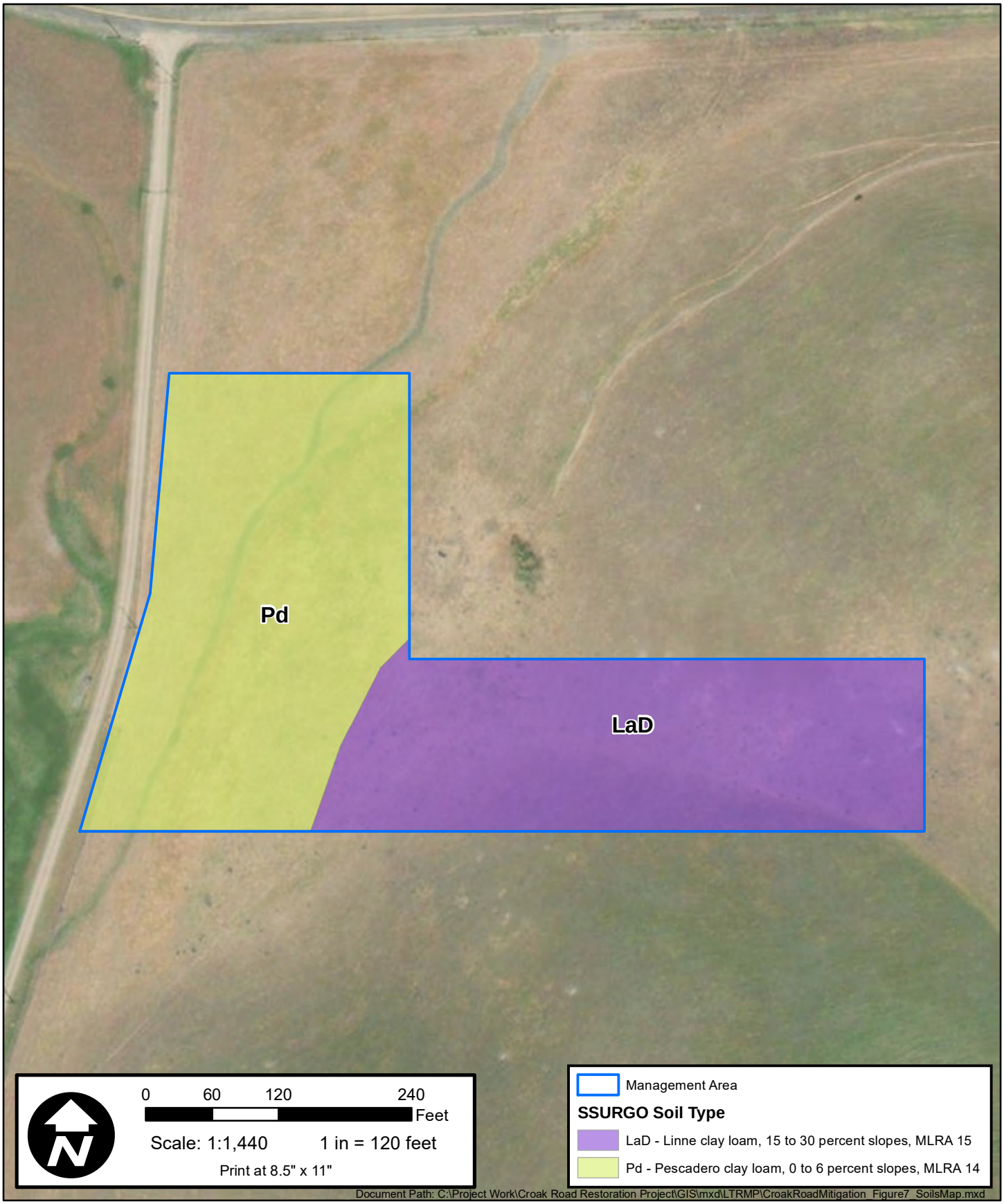
OLBERDING -ENVIRONMENTAL-
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188



OLBERDING ENVIRONMENTAL
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 6: Critical Habitat Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

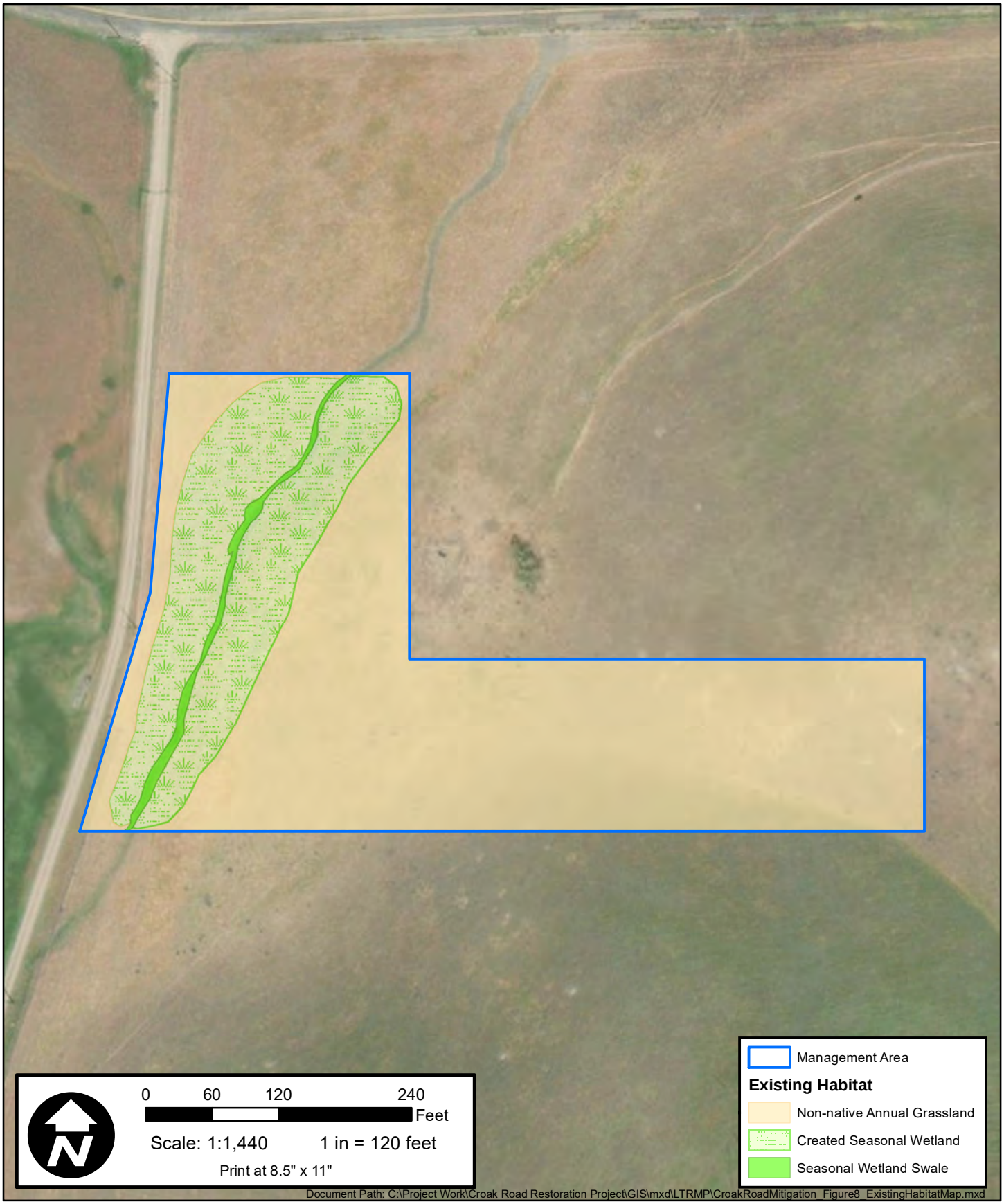
Revision Date: 06/13/2022



OLBERDING ENVIRONMENTAL
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 7: Soils Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

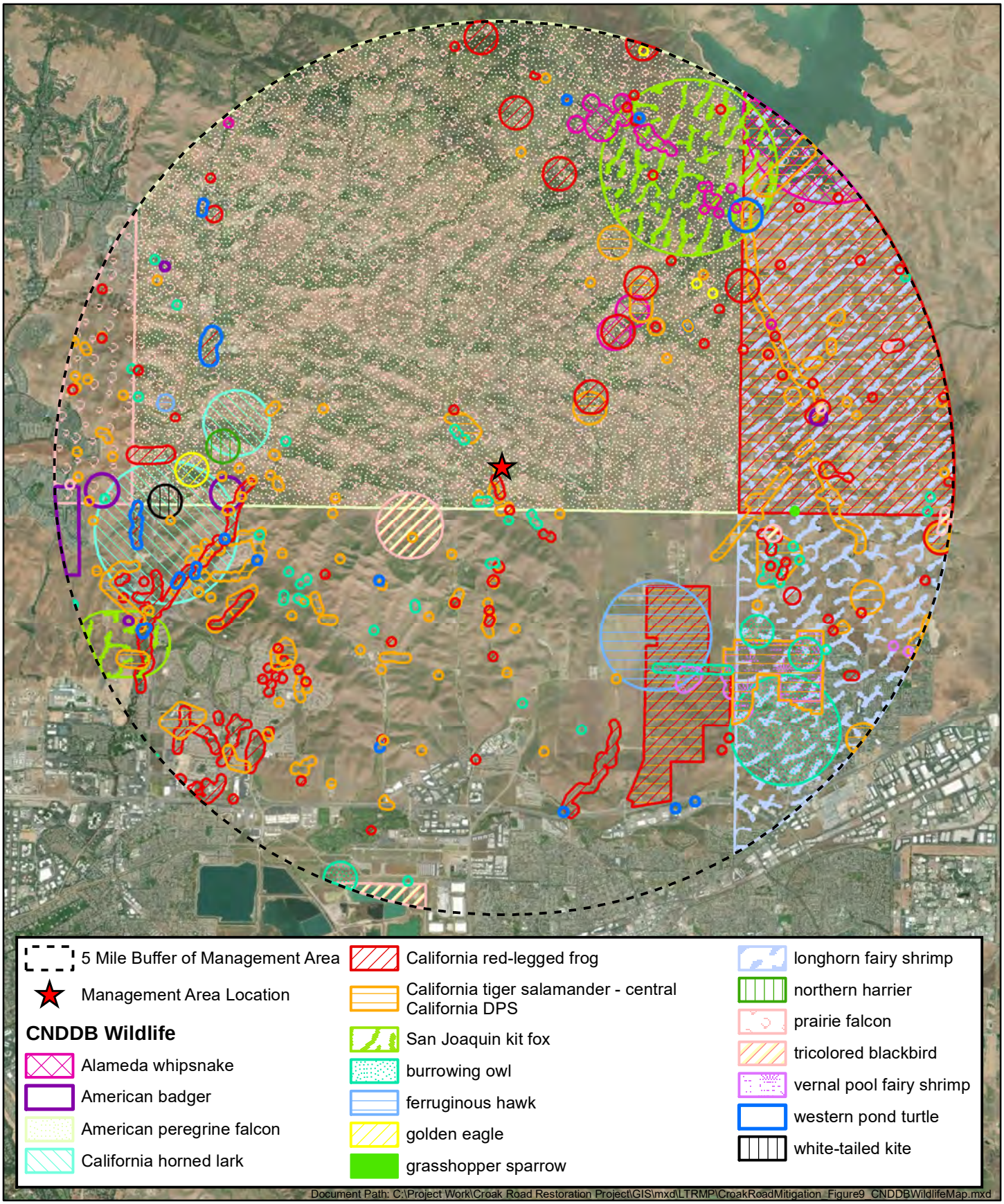
Revision Date: 06/13/2022



OLBERDING ENVIRONMENTAL
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 8: Existing Habitat Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 06/17/2022



193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

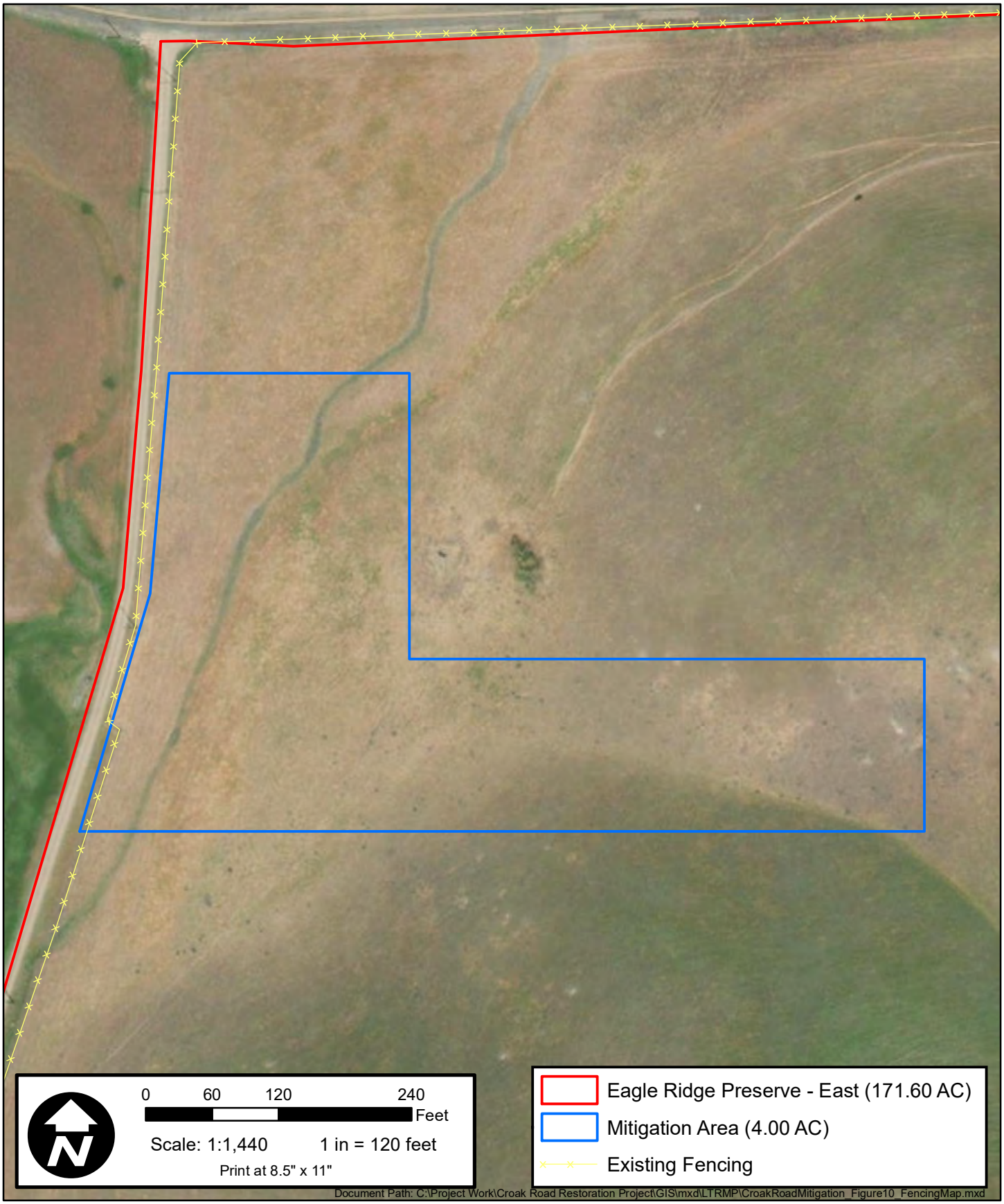
0 1.5 3 Miles

Scale: 1:95,040 1 in = 1.5 miles

Print at 8.5" x 11"

Figure 9: CNDDB Wildlife Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 06/14/2022



OLBERDING ENVIRONMENTAL
193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Figure 10: Existing Fencing Map
Croak Road Restoration Project
City of Dublin
Alameda County, California

Revision Date: 06/14/2022

Attachment 2

Conservation Easement (Draft)

PLEASE NOTE:
This sample Conservation Easement is provided for reference. The Department of Fish and Wildlife updates this document as needed and it does not necessarily contain all provisions appropriate for a given project.

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
)
)
)
)
WITH COPY TO:)
)
State of California)
Department of Fish and Wildlife)
Habitat Conservation Planning Branch)
1416 9th Street, Room 1266)
Sacramento, CA 95814)

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

(Including Third-Party Beneficiary)

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of _____, 20____, by *[insert full legal name(s) of Grantor(s)]* ("Grantor"), in favor of [*insert full legal name of Grantee*] ("Grantee"), with reference to the following facts:

R E C I T A L S

A. Grantor is the sole owner in fee simple of certain real property containing approximately *[insert number]* acres of land, located in the *[insert name of City if within City limits: City of _____,]* County of *[_____]*, State of California, designated Assessor's Parcel Number(s) *[insert APN(s)]* ("Property"). The Property is legally described and depicted in Exhibit A attached to this Conservation Easement and incorporated in it by this reference. Grantor intends to grant a conservation easement over a _____-acre portion of the Property ("Easement Area"). The Easement Area is legally described and depicted in Exhibit B attached to this Conservation Easement and incorporated in it by this reference.

B. The Easement Area is in an unimproved [**OR** *a predominately unimproved*] natural condition and possesses wildlife and habitat values of great importance to Grantee, the California Department of Fish and Wildlife ("CDFW"), and the people of the State of California. The Easement Area provides high quality habitat for [*list plant and/or animal species*] and contains [*list habitats*]. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Easement Area.

PLEASE NOTE:
This sample Conservation Easement is provided for reference. The Department of Fish and Wildlife updates this document as needed and it does not necessarily contain all provisions appropriate for a given project.

C. Grantee is authorized to hold conservation easements pursuant to Civil Code section 815.3. Specifically, Grantee is a tax-exempt nonprofit organization qualified under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California which has as its primary purpose the preservation, protection or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use.

D. CDFW has jurisdiction, pursuant to Fish and Game Code section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFW is authorized to hold conservation easements for these purposes pursuant to Civil Code section 815.3, Fish and Game Code section 1348, and other provisions of California law.

E. [***Note: Include this Recital only if Conservation Easement is for mitigation purposes.***] This Conservation Easement provides mitigation for certain impacts of [*describe project*] located in the [*insert name of City if within City limits:* City of [_____],] County of [_____], State of California, pursuant to [***choose and complete applicable statement:*** *California Endangered Species Act Incidental Take Permit No. _____, issued to [insert full name(s) of permittee(s)], dated _____* ***OR*** *the Agreement Regarding Proposed Stream or Lake Alteration (Notification No. _____) executed by [insert full name(s) of applicant(s)] and CDFW, dated _____* ***OR*** *the [insert title of document prepared pursuant to CEQA] certified by the _____ for [insert name of project as identified in CEQA document] (SCH No._____), dated _____, and the Mitigation Plan created thereunder.*]

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code section 815, *et seq*., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Easement Area.

1. Purposes. The purposes of this Conservation Easement are to ensure the Easement Area will be retained forever in its natural, restored, or enhanced condition and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Grantor intends that this Conservation Easement will confine the use of the Easement Area to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

PLEASE NOTE:
This sample Conservation Easement is provided for reference. The Department of Fish and Wildlife updates this document as needed and it does not necessarily contain all provisions appropriate for a given project.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee and to CDFW as a third-party beneficiary of this Conservation Easement:

(a) To preserve and protect the Conservation Values of the Easement Area;

(b) To enter the Property at reasonable times in order to access the Easement Area to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees and CDFW or its designees, provided that neither Grantee nor CDFW shall unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;

(d) To require that all mineral, air and water rights as Grantee or CDFW deems necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement; and

(e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Easement Area, the Property, nor any other property adjacent or otherwise.

3. Prohibited Uses. Any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

(a) Unseasonable watering; use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the Conservation Values of the Easement Area or otherwise interfere with the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(c) Agricultural activity of any kind, [***add if appropriate**:* except grazing for vegetation management if done in accordance with a grazing or management plan for the Easement Area approved by Grantee and CDFW];

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, [***add if appropriate**:* except such activities as are consistent with the purposes of this Conservation Easement and carried out in accordance with a management plan for the Easement Area approved by Grantee and CDFW];

(e) Commercial, industrial, institutional, or residential structures or uses;

(f) Any legal or de facto division, subdivision or partitioning of the Property, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);

(g) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or sign, or any other structure or improvement of any kind;

(h) Deposit or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(i) Planting, introduction, or dispersion of non-native or exotic plant or animal species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Easement Area, or granting or authorizing surface entry for any such purpose;

(k) Altering the surface or general topography of the Easement Area, including building roads or trails, or paving or otherwise covering any portion of the Easement Area;

(l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as required by law and in conformance with a management plan approved by Grantee and CDFW for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease;

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(n) Without the prior written consent of Grantee and CDFW, which Grantee and CDFW each may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (4) any water from wells that are in existence or may be constructed in the future on the Easement Area; and

(o) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Easement Area, or the activity or use in question.

(p) [***Insert additional prohibitions as appropriate for the particular Easement Area and its Conservation Values***.]

PLEASE NOTE:
This sample Conservation Easement is provided for reference. The Department of Fish and Wildlife updates this document as needed and it does not necessarily contain all provisions appropriate for a given project.

4. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Easement Area. In addition, Grantor shall undertake all necessary actions to perfect the rights of Grantee and CDFW under Section 2 of this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or to permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

6. Grantee's Remedies.

(a) CDFW, as a third party beneficiary of this Conservation Easement, shall have the same rights and remedies as Grantee under this Section 6. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). At the time of giving any such notice, Grantee shall give a copy of the notice to CDFW (or, if CDFW gives a Notice of Violation it shall also give a copy of the notice to Grantee). Notice shall be provided in accordance with Section 20 of this Conservation Easement.

(b) If Grantor fails to cure the violation within fifteen (15) days after receipt of the Notice of Violation, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Area; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

(c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Easement Area, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the

inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, *et seq*.

(e) If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Easement Area for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

7. Costs of Enforcement. Grantor shall bear all costs incurred by Grantee or CDFW, where it is a prevailing party in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, the following: costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

8. Discretion of Grantee and CDFW. Enforcement of the terms of this Conservation Easement by Grantee or CDFW shall be at the discretion of the enforcing party, and any forbearance by Grantee or CDFW to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee or CDFW of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee or CDFW under this Conservation Easement. No delay or omission by Grantee or CDFW in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

9. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee or CDFW to bring any action against Grantor for any injury to or change in the Easement Area resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; or (ii) acts by Grantee or its employees or CDFW or its employees.

10. CDFW Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by CDFW. [***If Conservation Easement is for mitigation purposes, add****:* These enforcement rights are in addition to, and do not limit, the rights of enforcement under [*insert title of permit/agreement described in Recital E, above*].]

11. [***Optional***] Fence Installation and Maintenance. Grantor shall install and maintain a fence reasonably satisfactory to Grantee and CDFW around the Easement Area to protect the Conservation Values of the Easement Area. [***Note: If this provision is not used, insert "Intentionally omitted" in place of section title and delete the rest.***]

12. Access. This Conservation Easement does not convey a general right of access to the public.

PLEASE NOTE:
This sample Conservation Easement is provided for reference. The Department of Fish and Wildlife updates this document as needed and it does not necessarily contain all provisions appropriate for a given project.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the Easement Area. Grantor agrees that neither Grantee nor CDFW shall have any duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from CDFW acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

14. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property, including the Easement Area, by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and CDFW with satisfactory evidence of payment upon request. Grantor shall keep the Easement Area free from any liens (other than a security interest that is expressly subordinate to this Conservation Easement as provided in Section 22(j)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property, including the Easement Area.

15. Hold Harmless. Grantor shall hold harmless, protect, and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and, collectively, "Grantee's Indemnified Parties") and CDFW and its directors, officers, employees, agents, contractors and representatives, and the heirs, personal representatives, successors and assigns of each of them (each a "CDFW Indemnified Party" and, collectively, "CDFW's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable (a) to Grantee's Indemnified Parties with respect to any Claim due solely to the negligence of Grantee and (b) to CDFW's Indemnified Parties with respect to any Claim due solely to the negligence of CDFW; (2) the obligations specified in Sections 4, 13, and 14 **[*verify the Section numbers listed here refer to "Grantor's Duties," "Costs and Liabilities," and "Taxes; No Liens" sections*]**, and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the CDFW's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from CDFW, defend such action or proceeding by counsel reasonably acceptable to the CDFW Indemnified Party or reimburse CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding. [***Note: Keep reference to "Property" even though Conservation Easement covers "Easement Area."***]

16. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

17. Condemnation. Pursuant to Code of Civil Procedure section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, *only* as provided in Code of Civil Procedure section 1240.055. [***If Conservation Easement is for mitigation purposes, add:*** CDFW is a public entity that imposed conditions on approval of a project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Grantee shall provide notice to CDFW and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).]

18. Transfer of Easement. This Conservation Easement may be assigned or transferred by Grantee only to CDFW or another entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3 [***if Conservation Easement is for mitigation purposes, add****:* and Government Code section 65967] (and any successor or other provisions then applicable) or the laws of the United States. Grantee shall require the assignee to record the assignment in the county where the Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. [***Note: Keep reference to "Property" even though Conservation Easement covers "Easement Area."***]

19. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and CDFW of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or CDFW shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement. The failure of Grantor, Grantee, or CDFW to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. [***Note: Keep references to "Property" even though Conservation Easement covers "Easement Area."***]

SAMPLE

PLEASE NOTE:
This sample Conservation Easement is provided for reference. The Department of Fish and Wildlife updates this document as needed and it does not necessarily contain all provisions appropriate for a given project.

20. Notices. Any notice, demand, request, consent, approval, or other communication that any party desires or is required to give to the other parties shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor: [Name]
[Address]
[City, State Zip]
[Attn:]

To Grantee:
[Name]
[Address]
[City, State Zip]
[Attn:]

To CDFW: Department of Fish and Wildlife
[Name of Region]
[Region's address]
[Region's City, State Zip]
Attn: Regional Manager

Copy to: Department of Fish and Wildlife
Office of the General Counsel
1416 Ninth Street, 12th Floor
Sacramento, California 95814-2090
Attn: General Counsel

or to such other address as Grantor, Grantee, or CDFW shall designate by written notice to the other parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

21. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and subject to the prior written consent of CDFW. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of the county in which the Property is located. [***Note: Keep reference to "Property" even though Conservation Easement covers "Easement Area."***]

22. Additional Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq*. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement. This instrument [***Add if applicable***: and the *[permit/agreement/CEQA document]* described in Recital E together] set[*s*] forth the entire agreement of the parties with respect to the Conservation Easement and supersede[*s*] all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 21 [***verify this Section number refers to "Amendment" section***].

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect. [***If Conservation Easement is for mitigation purposes and was transferred pursuant to a permit condition, add:*** Notwithstanding the foregoing, if CDFW reasonably determines that this Conservation Easement is not being held, monitored, or stewarded for conservation purposes in accordance with the requirements of Government Code section 65967(e), then pursuant to Government Code section 65967(e) the Conservation Easement shall revert to CDFW or to another public agency, governmental entity, special district, or nonprofit organization approved in advance in writing by CDFW.]

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property. [***Note: Keep reference to "Property" even though Conservation Easement covers "Easement Area."***]

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts, omissions, or breaches occurring prior to transfer shall survive transfer. [***Note: Keep reference to "Property" even though Conservation Easement covers "Easement Area."***]

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants to Grantee and CDFW that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. All references to "Property" in this Section 22 (i) include, but are not limited to, the Easement Area.

(2) Without limiting the obligations of Grantor under Section 15 **[*verify that Section number refers to "Hold Harmless" section*]** of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties and the CDFW's Indemnified Parties (each as defined in Section 15 **[*same instruction as above*]**) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except that (A) this indemnification shall be inapplicable to the Grantee's Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by Grantee and (B) this indemnification shall be inapplicable to the CDFW's Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by CDFW. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the CDFW's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from CDFW, defend such action or proceeding by counsel reasonably acceptable to the CDFW Indemnified Party or reimburse CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or CDFW any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601, *et seq*.; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. section 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(4) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous

or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq*.; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. section 5101, *et seq*.; hereinafter "HTA"); the Hazardous Waste Control Law (Health & Saf. Code section 25100, *et seq*.; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. Code section 25300, *et seq*.; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and CDFW that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee and CDFW. [***Note: Keep references to "Property" even though Conservation Easement covers "Easement Area."***]

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the Property, without first obtaining the written consent of Grantee and CDFW. Grantee or CDFW may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Easement Area. This section shall not limit the provisions of Sections 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 19 **[*verify that Section number refers to "Transfer of Property" section*]**. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee and CDFW. [***Note: Keep references to "Property" even though Conservation Easement covers "Easement Area."***]

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of the county in which the Property is located, and Grantee or CDFW may re-record it at any time as it deems necessary to preserve its rights in this Conservation Easement. [***Note: Keep reference to "Property" even though Conservation Easement covers "Easement Area."***]

PLEASE NOTE:
This sample Conservation Easement is provided for reference. The Department of Fish and Wildlife updates this document as needed and it does not necessarily contain all provisions appropriate for a given project.

(m) Exhibits. The following Exhibits referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBIT A – Legal Description and Map of Property

EXHIBIT B – Legal Description and Map of Easement Area

IN WITNESS WHEREOF Grantor has executed this Conservation Easement as of the day and year first above written.

GRANTOR:
[*Insert full legal name of Grantor*]

BY:_____

NAME:_____

TITLE:_____

DATE:_____

[***NOTE: ATTACH EXHIBITS AND FORM OF NOTARY ACKNOWLEDGMENT***]

SAMPLE

Attachment 3

Preliminary Title Report

Exhibit C – Endowment Fund Analysis

Endowment Fund Analysis for Long-Term Management Associated with the Croak Road Management Area (4-Acres) Alameda County, California. June 20, 2022

Activity/Actions Required	Description	Frequency Required	Actions Required	Unit	Number of Units	Cost/Unit	Total Cost	Divide Years	Annual Cost (Part 1) or Cost (Part 2)
PART 1. MONITORING AND MANAGEMENT COSTS									
Element A Biological Resources									
A.1 Waters of the U.S., including Wetlands									
Task A.1.1.e & Task A.3.2.a	Conduct annual survey for excessive sedimentation and/or erosion.	Annually, after the first heavy, continuous rainfall period > 1 inch	Labor hours for monitoring biologist to document any signs of excessive sedimentation and/or erosion. Includes preparation of reporting materials.	Hours	4	110.00	440.00	1	$ 440.00
	Implement surface stabilization and/or remediation activities as necessary.	Assumes every 10 years	Labor hours to implement surface stabilization and/or remedial actions.	Hours	8	110.00	880.00	10	88.00
			Purchase or rent field work materials and/or equipment.	Lump Sum	1	250.00	250.00	10	25.00
A.3 Covered Habitat									
Task A.3.3	Habitat and Vegetation Community Monitoring and Mapping.	Years 1, 5, 10, 15, 20, and every 5 years thereafter in perpetuity.	Labor hours for monitoring bioligist to determine and map plant community types present and species composition for each habitat type. GIS shapefile creation and map creation.	Hours	4	110.00	440.00	5	88.00
A.4 Threatened/Endangered Plant Species Monitoring									
Task A.4.1	Special Status Plant Survey and Reporting	Years 1, 5, 10, 15, 20, and every 5 years thereafter in perpetuity.	Labor hours for a monitoring biologist to survey upland habitat to asses the quality of the functions and values to Congdon's tarplant, San Joaquin Spearscale, and other plant species. Includes preparation of report materials, including species observed list.	Hours	4	110.00	440.00	5	88.00
A.5 Threatened/Endangered Wildlife Species Monitoring									
Task A.5.1	California Tiger Salamander Survey and Reporting	Years 1, 5, 10, 15, 20, and every 5 years thereafter in perpetuity.	Labor hours for a qualified 10A1a permit holder to conduct surveys for the presence of CTS within appropriate habitat. Includes preparation of report materials.	Hours	4	140.00	560.00	5	112.00
			Labor hours for monitoring biologist to assist USFWS permitted biologist in conducting surveys for the presence of CTS within appropriate habitat.	Hours	4	110.00	440.00	5	88.00
Task A.5.2	California Red-legged Frog Survey and Reporting	Years 1, 5, 10, 15, 20, and every 5 years thereafter in perpetuity.	Labor hours for a qualified 10A1a permit holder to conduct surveys for the presence of CRLF within appropriate habitat. Includes preparation of report materials.	Hours	4	140.00	560.00	5	112.00

Endowment Fund Analysis for Long-Term Management Associated with the Croak Road Management Area (4-Acres) Alameda County, California. June 20, 2022

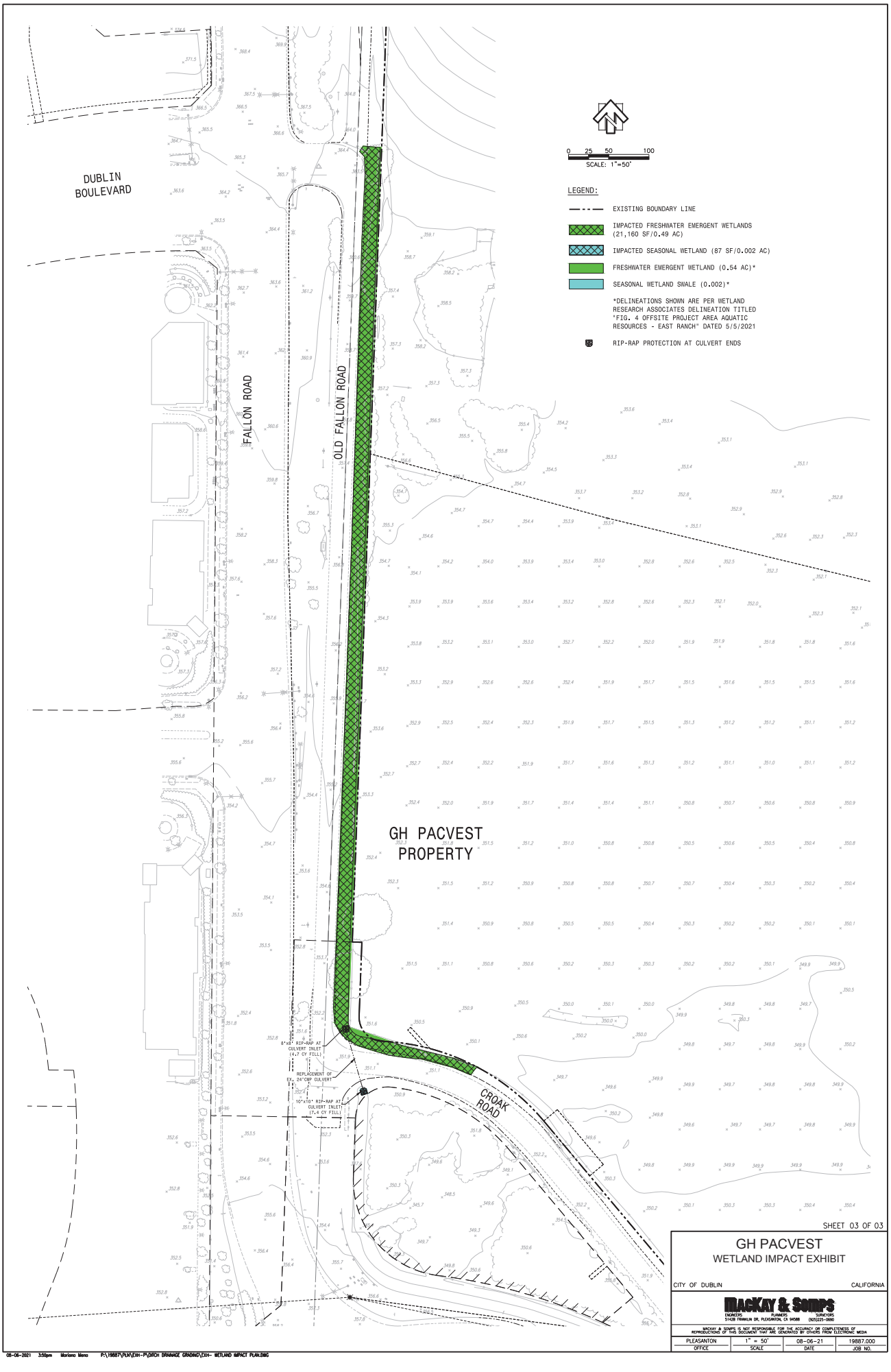
Activity/Actions Required	Description	Frequency Required	Actions Required	Unit	Number of Units	Cost/Unit	Total Cost	Divide Years	Annual Cost (Part 1) or Cost (Part 2)
Task A.5.3	Special Status Wildlife Survey and Reporting	Years 1, 5, 10, 15, 20, and every 5 years thereafter in perpetuity.	Labor hours for a monitoring biologist to survey upland habitat to asses the quality of the burrow system for CTS, CRLF, SJKF, BUOW, raptors, and other wildlife. Includes preparation of report materials, including species observed list.	Hours	4	110.00	440.00	5	88.00
A.6 Non-native Invasive Species									
Task A.6.1.a	Non-native Invasive Plant Species Monitoring/Control	Years 1, 5, 10, 15, 20, and every 5 years thereafter in perpetuity.	Labor hours for monitoring biologist to conduct survey for non-native invasive plant species, document with GPS, and produce map and reporting materials.	Hours	4	110.00	440.00	5	88.00
		Years 3, 6, 9 and every 3 years thereafter in perpetuity.	Labor hours for Land Manager and others as necessary to implement field work.	Hours	8	140.00	1,120.00	3	373.33
			Purchase or rent field work materials and/or equipment. Hand pull, mow, and/or herbicide application as appropriate.	Lump Sum	1	250.00	250.00	3	83.33
Task A.6.1.b	Pest Wildlife Species Monitoring	Years 1, 5, 10, 15, 20, and every 5 years thereafter in perpetuity.	Labor hours for monitoring biologist to conduct surveys for pest wildlife species. Includes preparation of report materials.	Hours	4	110.00	440.00	5	88.00
Transportation	Transportation Cost	Annually	Daily cost for transportation, including ATV, vehicle, and GPS as appropriate.	Days	0.5	250.00	125.00	1	125.00
A.7 Upland Vegetation Management									
Task A.7.1.a	Grazing Management	Annually	Labor hours for the Land Manager to develop/maintain a land managemnt strategy based on available data sets, on-site observations, etc. in order to maintain the ecological functions and values.	Hours	4	140.00	560.00	1	$ 560.00
			Labor hours for Land Manager for field and office cordination with grazer, including leasing, stocking rates, on/off dates, infrastructure, etc.	Hours	4	140.00	560.00	1	560.00
Transportation	Transportation Cost	Annually	Daily cost for transportation, including ATV, vehicle, and GPS as appropriate.	Days	0.5	250.00	125.00	1	125.00
Subtotal							**6,500.00**		**$ 3,131.66**

Endowment Fund Analysis for Long-Term Management Associated with the Croak Road Management Area (4-Acres) Alameda County, California. June 20, 2022

Activity/Actions Required	Description	Frequency Required	Actions Required	Unit	Number of Units	Cost/Unit	Total Cost	Divide Years	Annual Cost (Part 1) or Cost (Part 2)
Element B Security, Safety, and Public Access									
Element B.1 Trash and Trespass									
Task B.1.1.a	Conduct annual survey for signs of prohibited human encroachment and trash/debris.	Quarterly	Labor hours for monitoring biologist to conduct trash and trespass survey.	Hours	4	110.00	440.00	1	$ 440.00
Task B.1.1.b	Remove trash and debris.	Annually	Lump sum cost for removal of trash and debris to appropriate offsite location.	Lump Sum	1	50.00	50.00	1	50.00
Transportation	Transportation Cost	Annually	Daily cost for transportation, including ATV, vehicle, and GPS as appropriate.	Days	0.5	250.00	125.00	1	125.00
Subtotal							**615.00**		**$ 615.00**
Element C Infrastructure and Facilities									
Element C.1 Fencing, Gates, Locks, & Signs									
Task C.1.1	Inspect fencing, gates, locks, & signs.	Annually	Inspect for damage or need for maintenance and document observations.	Hours	4	110.00	440.00	1	440.00
Task C.1.2	Repair fence & gates as needed.	Annually	Funds to maintain fence & gates (proper tension, attachments to posts, broken wire, etc.).	Lump Sum	1	500.00	500.00	1	500.00
Task C.1.3.a	Replace all wire fencing and posts.	Assumes every 30 years	Replace worn fence w/ 30 year gauge metal fencing. Assumes 5-strand barbed wire on metal posts with 10 foot centers w/ end post braces for tension support. Gates replaced with welded rolled steel.	linear feet	500	7.25	3,625.00	30	120.83
Transportation	Transportation Cost	Annually	Daily cost for transportation, including ATV, vehicle, and GPS as appropriate.	Days	0.5	250.00	125.00	1	125.00
Subtotal							**4,690.00**		**$ 1,185.83**
Element D Reporting and Administration									
Element D.1 Annual Report									
Task D.1.1.a	Prepare annual report and submit to the IRT and CE Grantee.	Annually, by January 31 of the following year, beginning Year 1.	Labor hours and material costs for Land Manager and others to prepare the long-term annual monitoring report.	Hours	4	140.00	560.00	1	560.00
Task D.1.1.b	Contracting, accounting, book keeping, budgeting, organizing, etc.	Annually	Labor hours for record keeping and project management.	Hours	4	200.00	800.00	1	800.00
	Legal Advice and Action	Annually	Provide legal advice and write letters to appropriate parties	Hours	1	300.00	300.00	1	300.00
Subtotal							**1,660.00**		**$ 1,660.00**

Endowment Fund Analysis for Long-Term Management Associated with the Croak Road Management Area (4-Acres) Alameda County, California. June 20, 2022

Activity/Actions Required	Description	Frequency Required	Actions Required	Unit	Number of Units	Cost/Unit	Total Cost	Divide Years	Annual Cost (Part 1) or Cost (Part 2)
TOTAL ANNUAL ITEMIZED COSTS									**$ 6,592.49**
Contingency (Annual Costs)									
						Rate			
Contingency	Contingency for unanticipated items	Annually	Fund is to cover unanticipated items and activities necessary in order to meet the goal of the conservation area	item	$ 6,592.49	**10%**	659.25	1	$ 659.25
Subtotal									$ 659.25
TOTAL ANNUAL COSTS WITH CONTINGENCY									**$ 7,251.74**
Funding					**Income**	**Cap Rate**		**Endowment:**	
Funding collected by CE Grantee	Establish endowment fund for implementation of the Long-Term Resources Management Plan..	Single Payment	Receive endowment funds and establish endowment	Single Payment	$ 7,251.74	**3.5%**			$ 207,192.57
ENDOWMENT REQUIREMENTS FOR ANNUAL LONG-TERM MANAGEMENT AND MAINTENANCE									**$ 207,192.57**


DUBLIN BOULEVARD
FALLON ROAD
OLD FALLON ROAD
GH PACVEST PROPERTY
CROAK ROAD
8'x3' RIP-RAP AT CULVERT INLET (4.7 CY FILL)
REPLACEMENT OF EX. 24"CMP CULVERT
10'x10' RIP-RAP AT CULVERT INLET (7.4 CY FILL)
0 25 50 100
SCALE: 1"=50'
LEGEND:
EXISTING BOUNDARY LINE
IMPACTED FRESHWATER EMERGENT WETLANDS (21,160 SF/0.49 AC)
IMPACTED SEASONAL WETLAND (87 SF/0.002 AC)
FRESHWATER EMERGENT WETLAND (0.54 AC)*
SEASONAL WETLAND SWALE (0.002)*
*DELINEATIONS SHOWN ARE PER WETLAND RESEARCH ASSOCIATES DELINEATION TITLED "FIG. 4 OFFSITE PROJECT AREA AQUATIC RESOURCES - EAST RANCH" DATED 5/5/2021
RIP-RAP PROTECTION AT CULVERT ENDS
SHEET 03 OF 03
GH PACVEST
WETLAND IMPACT EXHIBIT
CITY OF DUBLIN
CALIFORNIA
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690
MACKAY & SOMPS IS NOT RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF REPRODUCTIONS OF THIS DOCUMENT THAT ARE GENERATED BY OTHERS FROM ELECTRONIC MEDIA
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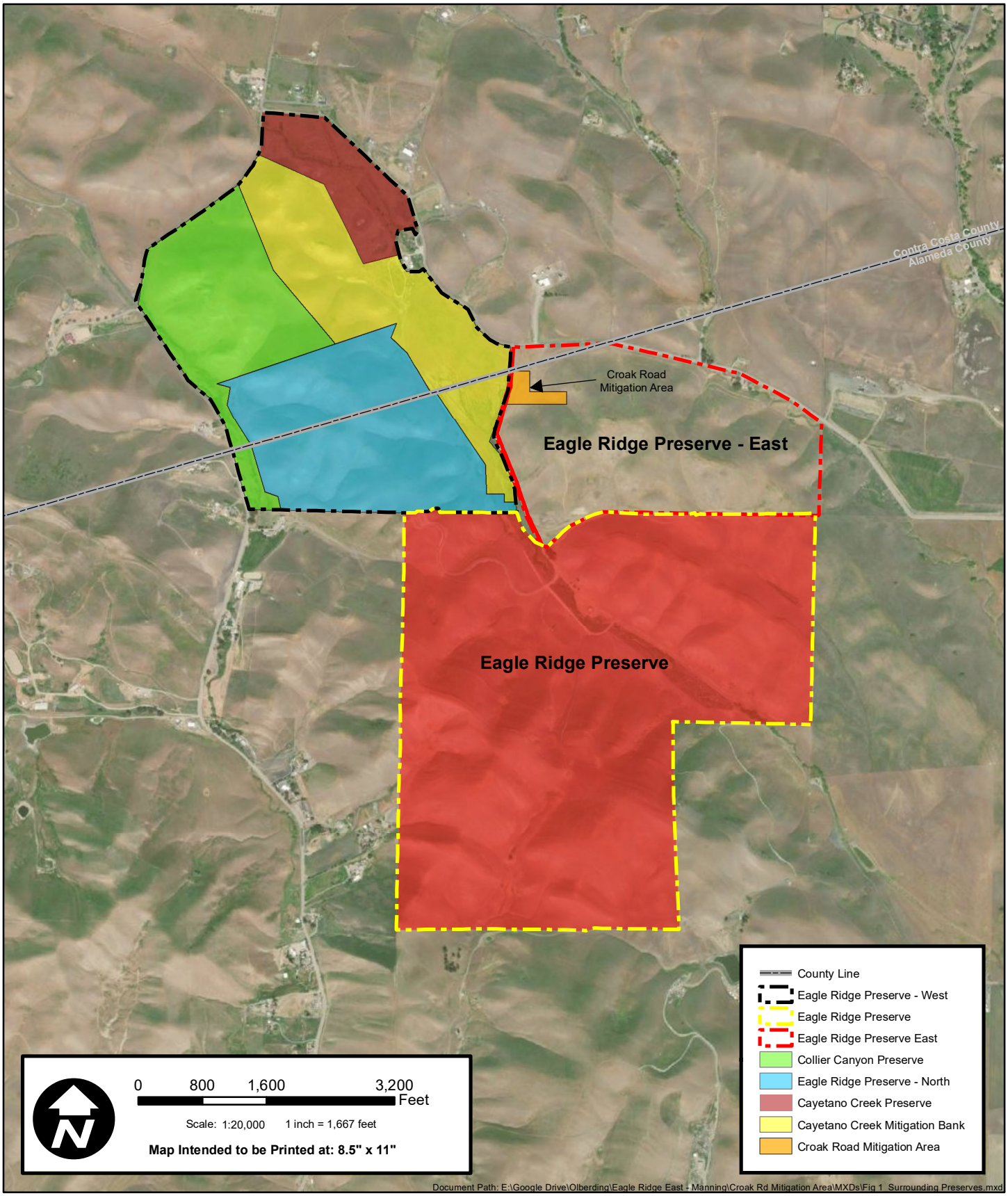

Figure 1: Adjacent Preserved Lands Map
Croak Road Mitigation Area
Eagle Ridge Preserve East
Alameda & Contra Costa Counties, California

OLBERDING
-ENVIRONMENTAL-

193 Blue Ravine Road, Ste. 165
Folsom, CA 95630
Phone: (916) 985-1188

Agenda Item 4.8

STAFF REPORT
CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from June 1, 2022 – June 30, 2022 totaling $6,682,962.04.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

SUMMARY OF PAYMENTS ISSUED
June 1, 2022 – June 30, 2022

Total Number of Payments: 280
Total Amount of Payments: $6,682,962.04

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning June 1, 2022 through June 30, 2022. This report is provided in accordance with the policy adopted November 15, 2011, in Resolution No.189-11. The listing of payments has been reviewed in accordance with the policies for processing payments and expenditures.

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

audited comprehensive annual financial report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Payment Issuance Report for June 2022

City of Dublin
Payment Issuance Report
Payments Dated 6/1/2022 through 6/30/2022

Date Issued	Payee	Amount	Description
06/01/2022	U S BANK ST. PAUL	945,285.42	2021 LEASE REVENUE BOND PAYMENT 1
	Payments Issued 6/1/2022 Total:	**945,285.42**	
06/03/2022	DELTA DENTAL OF CALIFORNIA	12,645.31	DELTA DENTAL PREMIUM - MAY 2022
06/03/2022	U.S. BANK CORPORATE PMT SYSTEM	612.00	ANNUAL DEMOGRAPHIC RECORDS
		419.99	CITY CLERKS ASSN & MUNI CLERKS DUES-CLEVENGER
		531.26	CITY CLERKS CONF EXPENSES-MOORE
		354.62	COMPUTER EQUIPMENT REPAIR
		551.39	CSMFO MEMBERSHIP-BORJON & ERP TRNG LUNCH
		803.33	DOCKING STATION, PRINTING SERVICES
		1,288.00	DRY CLEANING LINENS FOR FACILITY RENTALS
		7,843.10	DUBLIN PRIDE WEEK SUPPLIES
		703.28	EGGSTRAVAGANZA & OFFICE SUPPLIES
		242.92	ERP TRAINING LUNCH
		68.33	FRAME FOR 40TH ANNIVERSARY POEM
		1,369.09	HR MEMBERSHIP-A.SMITH, HR TRAINING LIBRARY
		2,869.72	JOB POSTINGS
		199.00	LEED GREEN ASSOC CERTIFICATION-YOUNG
		737.19	MMANC DUES & MEETING EXPENSE-WETHERFORD
		16.00	MONTHLY DIGITAL NEWS SUBSCRIPTION
		665.49	OFFICE EQUIP & PW CONF EXPENSES-RUSSELL
		398.46	OFFICE EQUIPMENT
		385.44	OFFICE SUPPLIES
		325.00	PLUMBING & MECHANICS ASSN DUES-SHREEVE
		1,139.03	POLICE EVIDENCE SUPPLIES
		2,254.34	POLICE SUPPLIES
		525.00	POLICE TRAINING REG-GRIFFITH
		1,400.00	SENIOR CENTER TRIP TRANSPORTATION
		57.58	SHANNON CENTER SUPPLIES
		1,457.68	SOLARWINDS RENEWAL, DOMAIN NAME RENEWALS
		3,224.23	STATE OF THE CITY LUNCH, CONF EXP-MCCORRISTON
		612.36	STORM WATER APPLICATION
		1,142.96	SUMMER CAMP OPERATING SUPPLIES
		592.26	BUSINESS TEXTING TOOL, INNOV TRI-VALLEY EVENT
		98.01	THE WAVE POOL SUPPLIES
		1,111.85	THE WAVE POOL SUPPLIES & STAFF CERTIFICATIONS
		1,179.19	THE WAVE SUPPLIES
		60.24	YOUTH ADVISORY EVENT SUPPLIES
	Check Total:	35,238.34	
06/03/2022	UNUM LIFE INS CO OF AMERICA	9,717.59	LIFE AND AD&D: PREMIUM - MAY 2022
06/03/2022	VISION SERVICE PLAN - (CA)	1,806.43	VISION INSURANCE PREMIUM - MAY 2022
	Payments Issued 6/3/2022 Total:	**59,407.67**	

City of Dublin
Payment Issuance Report
Payments Dated 6/1/2022 through 6/30/2022

Date Issued	Payee	Amount	Description
06/06/2022	ADVANCED MOBILITY GROUP	1,950.00	TASSAJARA RD ARTERIAL MGMT PROJECT
06/06/2022	ALL CITY MANAGEMENT SVCS INC	16,296.99	CROSSING GUARD SERVICES 4/17/22 TO 4/30/22
06/06/2022	ALLIANT INSURANCE SVCS INC	5,474.00	P&CS FACILITY RENTALS INSURANCE
06/06/2022	APAPA TRI VALLEY	129.00	TICKET SALES FOR COMMUNITY PERFORMANCE
06/06/2022	AT&T	422.79	PUBLIC SAFETY COMPLEX DATA SVCS TO 5/11/22
		1,754.27	PUBLIC SAFETY COMPLEX DATA SVCS TO 5/19/22
		48.98	SERVICES FOR TOLL-FREE NUMBER TO 5/11/22
	Check Total:	2,226.04	
06/06/2022	BIG O'TIRES #7	99.99	POLICE VEHICLE MAINT & TIRE
06/06/2022	CA SURVEYING & DRAFTING SUPPLY	367.91	LARGE FORMAT COLOR PLOTTER SUPPLIES
06/06/2022	CAL PERS HEALTH PREMIUM	132,226.85	HEALTH INSURANCE PREMIUM - JUN 2022
06/06/2022	CASCADIA CONSULTING GROUP, INC	1,850.00	SB 1383 IMPLEMENTATION ASSISTANCE MAR 2022
06/06/2022	CODE PUBLISHING, LLC	338.25	MUNI CODE UPDATES
		997.50	ZONING CODE UPDATES
	Check Total:	1,335.75	
06/06/2022	D HARRIS TOURS, INC	1,556.25	ST. PATRICK'S FESTIVAL SHUTTLE SERVICES
06/06/2022	DUBLIN UNIFIED SCHOOL DISTRICT	1,186.29	STAGER GYM PG&E/EAST BAY COMMUNITY ENERGY
06/06/2022	EAST BAY POOL SERVICE, INC.	1,123.75	THE WAVE POOL CHEMICALS
06/06/2022	ENTERPRISE RENT A CAR	1,978.35	VEHICLE RENTAL-SPECIAL INVESTIGATIONS UNIT
06/06/2022	GOODFELLOW SEQUOIA AJV	33,725.00	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD PROJ
06/06/2022	GRAINGER	1,034.85	THE WAVE SLIDES INDICATING EQUIPMENT
06/06/2022	GRAYBAR ELECTRIC COMPANY, INC.	19,102.00	HERITAGE PARK EV CHARGING STATIONS
06/06/2022	JOHNSON CONTROLS SECURITY	1,482.95	FIRE ALARM MONITORING - LIBRARY JUN-AUG 2022
		1,114.33	FIRE ALARM MONITORING - PSC JUN-AUG 2022
	Check Total:	2,597.28	
06/06/2022	KITTELSON & ASSOCIATES, INC.	9,697.50	CITYWIDE BIKE/PED MASTER PLAN UPDATE
06/06/2022	LEHR AUTO	359.30	POLICE VEHICLE MAINT & REPAIRS
06/06/2022	MCCORRISTON, MICHAEL	127.62	MILEAGE REIMBURSEMENT
06/06/2022	MCE CORPORATION	9,497.42	LANDSCAPE MAINTENANCE DSRSD APR 2022
06/06/2022	METRO MOBILE COMMUNICATIONS	294.00	WIRELESS MIC REPAIR
06/06/2022	MEYERS NAVE	67,143.78	LEGAL SERVICES APR 2022
06/06/2022	MINUTEMAN PRESS	308.27	BUSINESS SURVEY & EZ TEXTING CARDS
06/06/2022	NOVANI, LLC.	5,162.52	TRAFFIC HARDWARE AND SOFTWARE
06/06/2022	OFFICE RELIEF	72.15	ERGONOMIC EQUIPMENT
06/06/2022	PG&E	97.93	SERVICE TO 05/10/2022
		4,237.30	SERVICE TO 05/11/2022
		753.49	SERVICE TO 05/12/2022
		3,306.20	SERVICE TO 05/15/2022
		77.16	SERVICE TO 05/16/2022
	Check Total:	8,472.08	
06/06/2022	PRUDENTIAL OVERALL SUPPLY	45.80	MAT SERVICE - CORP YARD MAR 2022
		87.80	MAT SERVICE - CIVIC CENTER MAR 2022
		87.80	MAT SERVICE - CIVIC CENTER MAY 2022
		91.60	MAT SERVICE - CORP YARD APR 2022
		91.60	MAT SERVICE - CORP YARD MAY 2022
		46.40	MAT SERVICE - PSC APR 2022
		46.40	MAT SERVICE - PSC MAR 2022

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		92.80	MAT SERVICE - PSC MAY 2022
		172.24	MAT SERVICE - SENIOR CENTER APR 2022
		213.90	MAT SERVICE - SHANNON CENTER APR 2022
		147.40	MAT SERVICE - SHANNON CENTER MAR 2022
		294.80	MAT SERVICE - SHANNON CENTER MAY 2022
		108.40	MAT SERVICE - THE WAVE APR 2022
		54.20	MAT SERVICE - THE WAVE MAR 2022
		54.20	MAT SERVICE - THE WAVE MAY 2022
	Check Total:	1,635.34	
06/06/2022	QUENCH USA, INC.	1,210.49	WATER FILTER SYSTEMS FOR ALL FACILITIES
06/06/2022	QUINCY ENGINEERING	9,895.00	BRIDGE & STRUCTURE ASSET INSPECTION
06/06/2022	REVEL ENVIRONMENTAL MFG INC.	6,160.00	TRASH CAPTURE DEVICE MAINTENANCE SVCS
06/06/2022	RRM DESIGN GROUP, A CA CORP	22,763.75	CONSULTING SVCS-MULTI-FAM DEV & ADU'S
06/06/2022	SELECT IMAGING	50.05	EMPLOYEE NAME BADGES
		81.85	EMPLOYEE NAMEPLATE & BADGES
	Check Total:	131.90	
06/06/2022	SHAMROCK OFFICE SOLUTIONS, LLC	2,107.23	COPIER CHARGES
06/06/2022	SIERRA DISPLAY, INC.	2,203.72	CITY-WIDE & MILITARY BANNER PROGRAM
06/06/2022	THE MEJORANDO GROUP	8,518.05	EXECUTIVE TEAM LEADERSHIP FACILITATION
06/06/2022	TREASURER ALAMEDA COUNTY	6,418.69	ANIMAL CONTROL FIELD SERVICES JAN-MAR 2022
		49,208.82	EAST COUNTY ANIMAL SHELTER SVCS JAN-MAR 2022
	Check Total:	55,627.51	
06/06/2022	TREASURER ALAMEDA COUNTY	26,113.53	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE
06/06/2022	TRIPEPI SMITH & ASSOCIATES INC	32,358.00	DEMOGRAPHY & COMMUNITY OUTREACH SERVICES
06/06/2022	TRI-VALLEY COMMUNITY TV	1,224.31	RECORD/TELEVISE CITY COUNCIL/PLNG COMM MTGS
06/06/2022	TRI-VALLEY JANITORIAL INC.	22,002.75	JANITORIAL SERVICES MAY 2022
		30,228.39	JANITORIAL SERVICES-CAMP PARKS MAY 2022
	Check Total:	52,231.14	
06/06/2022	TYLER TECHNOLOGIES, INC.	128,726.36	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION
06/06/2022	U.S. POSTAL SERVICE	800.00	BUSINESS REPLY MAIL ANNUAL MAINTENANCE
06/06/2022	WETHERFORD, HAZEL	105.28	MILEAGE REIMBURSEMENT MAY 2022
	Payments Issued 6/6/2022 Total:	**677,206.55**	
06/10/2022	CAL PERS	80,196.28	PERS RETIREMENT PLAN: PE 6/3/22
06/10/2022	EMPLOYMENT DEVELOPMENT DEPT	19,720.18	CA STATE WITHHOLDING: PE 6/3/22
06/10/2022	HEALTHEQUITY, INC.	3,890.91	HEALTHEQUITY: PE 6/3/22
06/10/2022	I C M A 401 PLAN	1,388.89	DEFERRED COMP 401A: PE 6/3/22
06/10/2022	I C M A 457 PLAN	23,309.23	DEFERRED COMP 457: PE 6/3/22
06/10/2022	INTERNAL REVENUE SERVICE	62,573.00	FEDERAL WITHHOLDING: PE 6/3/22
06/10/2022	US BANK - PARS	4,245.49	PARS: PE 6/3/22
	Payments Issued 6/10/2022 Total:	**195,323.98**	
06/13/2022	4LEAF INC.	60,063.75	BUILDING INSPECTIONS & PLAN REVIEW APR 2022
		372.00	PLANNING INSPECTIONS APR 2022
	Check Total:	60,435.75	
06/13/2022	ALAMEDA CO SHERIFF'S OFFICE	72.29	CRIME PREVENTION FLYERS
		17.50	CRIME PREVENTION PHOTO PRINTING
	Check Total:	89.79	

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06/13/2022	ALAMEDA COUNTY WASTE MGMT AUTH	2,773.00	STOPWASTE REGIONAL MEDIA CAMPAIGN FY21/22
06/13/2022	AMY'S ENGRAVED SIGNS & AWARDS	27.56	EMPLOYEE NAMEPLATE
06/13/2022	ARORA, AKSHAY	3,843.00	REC CLASS INSTRUCTOR
06/13/2022	AT&T - CALNET 3	307.25	SERVICE TO 05/26/2022
		110.47	SERVICE TO 05/27/2022
		128.12	SERVICE TO 06/01/2022
	Check Total:	545.84	
06/13/2022	BFS LANDSCAPE ARCHITECTURE	3,744.93	FALLON SPORTS PARK DESIGN SVCS - PHASE 3
06/13/2022	BKF ENGINEERS	29,972.50	ANNUAL STREET RESURFACING PROJECT
		5,565.75	TASSAJARA RD GAP CLOSURE PROJECT
	Check Total:	35,538.25	
06/13/2022	BOUND TREE MEDICAL, LLC.	1,438.09	POLICE EVIDENCE SUPPLIES
06/13/2022	BPXPRESS	306.50	EV CHARGING STATIONS INSTALL AT EG PARK
06/13/2022	BSK ASSOCIATES INC.	2,416.75	TESTING/INSP FALLON SPORTS PARK PH3
06/13/2022	CALEHS	600.00	UST INSPECTION SERVICES APR 2022
06/13/2022	CALIFORNIA SPIRIT ELITE, INC.	2,249.22	REC CLASS INSTRUCTOR
06/13/2022	CALLANDER ASSOCIATES INC.	13,327.77	WALLIS RANCH PARK DESIGN SERVICES
06/13/2022	CASTRO VALLEY PERFORMING ARTS	2,452.80	REC CLASS INSTRUCTOR
06/13/2022	CHANDLER ASSET MANAGEMENT	13,322.30	INVESTMENT CONSULTING SERVICES MAY 2022
06/13/2022	CITIES GROUP, THE	814.00	WORKERS' COMP/SAFETY COMPLIANCE APR-JUN 2022
06/13/2022	CLEVENGER, MARISSA	465.70	REIMB HR ANNUAL TRNG CONF EXPENSES
06/13/2022	CORWOOD CAR WASH, INC.	1,090.00	POLICE VEHICLE CAR WASHES APR- MAY 2022
06/13/2022	CRANFORD, ROBIN SANDY	1,247.40	REC CLASS INSTRUCTOR
06/13/2022	CSW/STUBER-STROEH ENGINEERING	1,830.00	ENGINEERING SERVICES - MAR 2022
		9,942.00	GREEN STORMWATER INFRASTRUCTURE ASSISTANCE
		940.00	STANDARDS FOR MICRO TRENCHING SERVICES
	Check Total:	12,712.00	
06/13/2022	DEAM, VALERIE	2,217.60	REC CLASS INSTRUCTOR
06/13/2022	DENALECT ALARM COMPANY	363.00	QUARTERLY ALARM CHARGE FIRE STATION 18
06/13/2022	DEPARTMENT OF JUSTICE	473.00	FINGERPRINTING SERVICES APR 2022
06/13/2022	DSRSD	13,010.08	SERVICE TO 5/14/2022
06/13/2022	ENGIE SERVICES U.S. INC.	5,934.00	SOLAR PANEL MAINTENANCE - YEAR 9
06/13/2022	EUROPEAN MOBILE WERKS	430.20	POLICE VEHICLE MAINTENANCE & REPAIR
06/13/2022	EVERPRO KIDS	772.20	REC CLASS INSTRUCTOR
06/13/2022	EVERYTHING GROWS INTERIOR	204.51	PLANT SERVICE JUN 2022
06/13/2022	FRANKLIN, RHONDA	211.24	REIMB CALED ANNUAL CONF EXPENSES-FRANKLIN
06/13/2022	GIRISH, VIDYA	858.00	REC CLASS INSTRUCTOR
06/13/2022	GRAFIX SHOPPE	496.00	POLICE VEHICLE GRAPHICS
06/13/2022	HALO BRANDED SOLUTIONS	845.42	CRIME PREVENTION GIVEAWAYS
06/13/2022	HEALTHEQUITY, INC.	391.25	FLEXIBLE SPENDING ACCOUNT FEES MAY 2022
06/13/2022	HINDERLITER, DE LLAMAS & ASSOC	9,009.28	SALES TAX AUDIT CONSULTING SERVICES Q4
06/13/2022	HSI, RON	561.60	REC CLASS INSTRUCTOR
06/13/2022	IRON MOUNTAIN	341.39	POLICE RECORDS STORAGE JUN 2022
06/13/2022	KIDZ LOVE SOCCER	8,352.00	REC CLASS INSTRUCTOR
06/13/2022	KINDERMUSIK W/ MS LINDSAY &	912.00	REC CLASS INSTRUCTOR
06/13/2022	L.N. CURTIS AND SONS	565.58	POLICE UNIFORM PATCHES
06/13/2022	LEE & ASSOCIATES RESCUE EQUIP	3,200.00	THE WAVE EQUIP INSPECTION & ROPE ACCESS
		3,200.00	THE WAVE SLIDE ROPE ACCESS TRAINING
	Check Total:	6,400.00	

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06/13/2022	MAKE ME A PRO SPORTS		3,744.00	REC CLASS INSTRUCTOR
06/13/2022	MCE CORPORATION		9,497.42	LANDSCAPE MAINTENANCE DSRSD MAY 2022
06/13/2022	MEYERS NAVE		937.50	LEGAL SERVICES - COST ONLY INVOICE APR 2022
			2,296.50	LEGAL SERVICES-FALLON VILLAGE GHAD
		Check Total:	3,234.00	
06/13/2022	MMANC		75.00	MEMBERSHIP DUES - J. FOSS FY22-23
06/13/2022	MNS ENGINEERS, INC.		4,960.00	FALLON SPORTS PARK PH3 PW INSPECTIONS
06/13/2022	PAKPOUR CONSULTING GROUP, INC.		16,245.00	CONSTRUCTION MGMT-FALLON SPORTS PARK PH3
06/13/2022	PETIT, CHRISTINE		456.00	REC CLASS INSTRUCTOR
06/13/2022	PG&E		7,394.94	SERVICE TO 05/08/2022
			289.17	SERVICE TO 05/09/2022
			65.11	SERVICE TO 05/11/2022
			1,240.26	SERVICE TO 05/15/2022
			31,122.90	SERVICE TO 05/16/2022
			653.73	SERVICE TO 05/24/2022
			63.87	SERVICE TO 05/25/2022
		Check Total:	40,829.98	
06/13/2022	PGADESIGN INC.		113.12	HERITAGE PARK IMPROVEMENTS DESIGN SVCS
06/13/2022	PHOENIX GROUP INFO SYS.		251.10	PARKING CITATION PROCESSING APR 2022
06/13/2022	PIRZADA, FRESHTA		175.00	REIMB CA BOARD PROF ENGINEERS APP FEE
			375.00	REIMB FOR NCEES PROFESSIONAL ENGINEER TEST
		Check Total:	550.00	
06/13/2022	PRUDENTIAL OVERALL SUPPLY		175.60	MAT SERVICE - CIVIC CENTER MAY 2022
			46.40	MAT SERVICE - PSC APR 2022
			46.40	MAT SERVICE - PSC MAY 2022
			80.90	MAT SERVICE - SHANNON CENTER APR 2022
			80.90	MAT SERVICE - SHANNON CENTER MAY 2022
			66.50	MAT SERVICE SHANNON CENTER JUN 2022
		Check Total:	496.70	
06/13/2022	QUINCY ENGINEERING		11,012.50	BRIDGE & STRUCTURE ASSET INSPECTION NOV 2021
			7,627.50	BRIDGE & STRUCTURE ASSET INSPECTION OCT 2021
		Check Total:	18,640.00	
06/13/2022	RAYNE OF SAN JOSE		177.90	WATER SOFTENER SVC-FIRE STATION 16-JUN 2022
			202.00	WATER SOFTENER SVC-FIRE STATION 17-JUN 2022
		Check Total:	379.90	
06/13/2022	REDWOOD TOXICOLOGY LAB. INC.		131.00	FORENSIC DRUG AND ALCOHOL EXAMS
06/13/2022	SHIR MARTIAL ARTS		83.30	REC CLASS INSTRUCTOR
06/13/2022	SQUAD ESTATES		7,955.40	REC CLASS INSTRUCTOR
06/13/2022	TIREHUB, LLC.		2,254.92	POLICE VEHICLE MAINTENANCE
06/13/2022	TREASURER ALAMEDA COUNTY		1,618.50	PARKING CITATIONS COLLECTED APR 2022
06/13/2022	TREASURER ALAMEDA COUNTY		0.27	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE
06/13/2022	TRI-VALLEY JANITORIAL INC.		4,472.00	JANITORIAL EXTRA SERVICES MAY 2022
			4,553.53	JANITORIAL SUPPLIES MAY 2022
		Check Total:	9,025.53	
06/13/2022	UNITED SITE SERVICES OF CA INC		725.87	BLDG INSP TRAILER SEPTIC TANK SVCS MAY 2022
06/13/2022	UNIVERSAL BUILDING SERVICES &		2,435.00	CARPET CLEANING SERVICES - LIBRARY MAY 2022
			1,810.00	CARPET CLEANING SERVICES - PSC MAY 2022

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		270.00	CARPET CLEANING SVCS - CORP YARD MAY 2022
		99.00	CARPET CLEANING SVCS - HERITAGE CTR MAY 2022
		1,350.00	CARPET CLEANING SVCS - CIVIC CENTER MAY 2022
		1,142.00	CARPET CLEANING SVCS - SHANNON CENTER MAY 2022
		558.00	CARPET CLEANING SVCS - THE WAVE MAY 2022
		1,200.00	WINDOW CLEANING SVCS - CIVIC CENTER MAY 2022
		800.00	WINDOW CLEANING SVCS - THE WAVE MAY 2022
	Check Total:	9,664.00	
06/13/2022	WILLDAN HOMELAND SOLUTIONS	1,106,198.05	ENERGY EFFICIENCY/INFRASTRUCTURE IMPROVE
06/13/2022	WORLD CUP SOCCER CAMPS CLINICS	8,164.80	REC CLASS INSTRUCTOR
	Payments Issued 6/13/2022 Total:	**1,457,082.86**	
06/15/2022	UNUM LIFE INS CO OF AMERICA	9,492.58	LIFE AND AD&D PREMIUM - JUN 2022
	Payments Issued 6/15/2022 Total:	**9,492.58**	
06/17/2022	DELTA DENTAL OF CALIFORNIA	12,568.73	DELTA DENTAL PREMIUM - JUN 2022
06/17/2022	PLEASANTON, CITY OF	66,045.38	TVBID FEES COLLECTED FOR JAN-MAR 2022
06/17/2022	VISION SERVICE PLAN - (CA)	1,818.00	VISION INSURANCE PREMIUM - JUN 2022
	Payments Issued 6/17/2022 Total:	**80,432.11**	
06/20/2022	AMADOR VALLEY INDUSTRIES LLC	25,693.83	CAMPS PARKS SOLID WASTE SERVICES - MAY 2022
06/20/2022	AMP PRINTING, INC.	104.14	BUSINESS CARDS - J. DWYER & B. HILL
		826.88	PRINTING SERVICES FOR CAMP OUT AND PICNIC
	Check Total:	931.02	
06/20/2022	AMY'S ENGRAVED SIGNS & AWARDS	1,944.59	CDD DEPARTMENT UPDATED NAME PLATES
06/20/2022	ARORA, AKSHAY	7,741.20	REC CLASS INSTRUCTOR
06/20/2022	AT&T - CALNET 3	22.43	SERVICE TO 05/27/2022
		48.62	SERVICE TO 06/06/2022
	Check Total:	71.05	
06/20/2022	BARBERO, JOAN	70.00	REC CLASS REFUND
06/20/2022	BAY ALARM COMPANY	115.00	ALARM SERVICES MAY 2022
06/20/2022	BAY AREA NEWS GROUP	1,139.88	LEGAL NOTICES MAY 2022
06/20/2022	BSK ASSOCIATES INC.	576.50	VETERANS ART SPECIAL INSPECTIONS
06/20/2022	CALEHS	300.00	STANDBY GENERATOR INSPECTION CIVIC CENTER
06/20/2022	CENTRO LEGAL	3,223.45	HUMAN SERVICES GRANT FY21-22
06/20/2022	COMCAST	114.02	CIVIC CENTER CABLE SERVICE MAY 2022
06/20/2022	COMMUNICATION ACADEMY	154.00	REC CLASS INSTRUCTOR
06/20/2022	COMMUNITY RESOURCES FOR	9,888.48	HUMAN SERVICES GRANT FY21-22
06/20/2022	COOKING ROUND THE WORLD	494.99	REC CLASS INSTRUCTOR
06/20/2022	DJS MEDIA CONSULTING	2,500.00	POSTPROD SVCS FOR 40TH ANNIV DOCUMENTARY
06/20/2022	EASTERSEALS NORTHERN CA	5,415.00	HUMAN SERVICES GRANT
06/20/2022	FERGUSON, ROBERT	192.00	REC CLASS INSTRUCTOR
06/20/2022	FUN WITH ACADEMICS, LLC	529.20	REC CLASS INSTRUCTOR
06/20/2022	GOODWIN CONSULTING GROUP, INC.	4,125.00	SPECIAL TAX CONSULTING DUBLIN CROSSING CFD
06/20/2022	HERC RENTALS INC.	18,657.06	ST. PATRICK'S FESTIVAL ELECTRICAL RENTALS
06/20/2022	HINDERLITER, DE LLAMAS & ASSOC	7,648.41	SALES TAX AUDIT CONSULTING SERVICES Q2 2022
06/20/2022	HIVELY	29,905.00	HUMAN SERVICES GRANT FY21-22
06/20/2022	KIMLEY-HORN AND ASSOC. INC.	5,245.00	DUBLIN BLVD NORTH CANYONS PRKWY EXT PROJ
		100,499.73	SCS DUBLIN ENVIRONMENTAL IMPACT REPORT

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		Check Total:	105,744.73	
06/20/2022	KITTELSON & ASSOCIATES, INC.		6,170.00	ENGINEERING SERVICES
			3,890.00	SB 743 VMT IMPLEMENTATION & MODEL
		Check Total:	10,060.00	
06/20/2022	LANLOGIC INC.		22,633.05	INFORMATION SYSTEMS CONSULTING SVCS
			1,050.00	MALWARE PROTECTION SERVICES
			425.00	NETWORK MONITORING SERVICES
		Check Total:	24,108.05	
06/20/2022	LOCAL GOVERNMENT COMMISSION		2,636.36	CIVIC SPARK PRGM TO SUPPORT CLIMATE ACTION PLN
06/20/2022	LOGOBOSS		2,042.00	P&CS STAFF SHIRTS
06/20/2022	LYNX TECHNOLOGIES, INC.		13,875.00	GIS CONSULTING SERVICES MAY 2022
06/20/2022	MAKE ME A PRO SPORTS		3,969.00	REC CLASS INSTRUCTOR
06/20/2022	MANAGEMENT PARTNERS INC.		945.00	EXECUTIVE COACHING-RECREATION MANAGER
06/20/2022	MINUTEMAN PRESS		923.16	JORDAN RANCH NEIGHBORHOOD SQR POSTCARDS
			766.68	LANDSCAPE DISTRICT POSTCARDS & POSTAGE
		Check Total:	1,689.84	
06/20/2022	NARAGHI, MARJAN		1,225.00	RENTAL DEPOSIT REFUND SHANNON
06/20/2022	NATIONAL DATA & SURVEYING SVCS		4,840.00	DUBLIN TURNING MOVEMENT COUNTS
06/20/2022	NICHOLS CONSULTING ENGINEERS		32,614.07	DESIGN SVCS-IRON HORSE NATURE PARK – APR 2022
			6,408.75	DESIGN SVCS-IRON HORSE NATURE PARK – MAR 2022
			52,131.08	DESIGN SVCS-IRON HORSE NATURE PARK – MAY 2022
		Check Total:	91,153.90	
06/20/2022	PAGE & TURNBULL INC.		7,176.60	CAMP PARK SIGNS RELOCATION SERVICES
06/20/2022	PARK ENGINEERING, INC.		11,643.86	ENERGY EFFICIENCY PROJ MANAGEMENT - MAY 2022
06/20/2022	PERFECT WORLD ENTERTAINMENT		3,000.00	ENTERTAINMENT FOR FARMERS' MARKET
06/20/2022	PETIT, CHRISTINE		374.40	REC CLASS INSTRUCTOR
06/20/2022	PG&E		668.42	SERVICE TO 05/11/2022
			5,239.93	SERVICE TO 05/15/2022
			72.76	SERVICE TO 05/25/2022
			123.03	SERVICE TO 05/26/2022
			63.88	SERVICE TO 05/27/2022
			2,970.29	SERVICE TO 05/30/2022
			2,173.37	SERVICE TO 05/31/2022
			1,538.12	SERVICE TO 06/01/2022
		Check Total:	12,849.80	
06/20/2022	PRUDENTIAL OVERALL SUPPLY		91.60	MAT SERVICE - CORP YARD
			86.12	MAT SERVICE - SENIOR CENTER
			108.40	MAT SERVICE - THE WAVE
		Check Total:	286.12	
06/20/2022	PUBLIC BENEFIT TECHNOLOGY		2,500.00	YEARLY ARCHIVING AND INDEXING
06/20/2022	QUADIENT LEASING USA, INC.		1,073.36	NEOPOST MAIL MACHINE LEASE APR-JUN 2022
06/20/2022	ROTH STAFFING COMPANIES, L.P.		540.00	TEMPORARY OAII STAFF SERVICES
			2,172.00	TEMPORARY OFFICE SUPPORT SERVICES
		Check Total:	2,712.00	
06/20/2022	SABOO INC.		104,667.64	CONSTRUCTION-HERITAGE PARK CEMETARY IMPROV
06/20/2022	SAN FRANCISCO ELEVATOR SVC INC		394.70	ELEVATOR MAINTENANCE INSPECTIONS
06/20/2022	SAN RAMON, CITY OF		9,608.30	DRFA RETIREE BENEFITS JAN-MAR 2022
06/20/2022	SHAMROCK OFFICE SOLUTIONS, LLC		2,119.73	COPIER CHARGES

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06/20/2022	SIERRA DISPLAY, INC.	6,578.00	CITY-WIDE & MILITARY BANNER PROGRAM
06/20/2022	SKATESATIONAL	720.00	REC CLASS INSTRUCTOR
06/20/2022	ST. RAYMOND CATHOLIC CHURCH	2,750.00	CLEAN UP FOR ST. PATRICK'S FESTIVAL
06/20/2022	THE SPIN FORCE	500.00	ENTERTAINMENT FOR FAMILY CAMPOUT
06/20/2022	TRAFFICWARE GROUP, INC.	3,804.00	TRAFFIC SYSTEM SOFTWARE MAINT/ SUPPORT
06/20/2022	TRB AND ASSOCIATES, INC.	55,160.00	PLAN REVIEW & INSPECTION SVCS MAY 2022
06/20/2022	TREASURER ALAMEDA COUNTY	2,848.49	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE
06/20/2022	TRI-VALLEY JANITORIAL INC.	259.91	JANITORIAL SUPPLIES - MEASURE D
06/20/2022	TYLER TECHNOLOGIES, INC.	14,704.16	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION
06/20/2022	UNIVERSAL BUILDING SERVICES &	660.00	CARPET CLEANING SVCS - SENIOR CTR MAY 2022
06/20/2022	URBAN FIELD STUDIO OAKLAND	23,870.32	DOWNTOWN ARCHITECTURAL DESIGN SERVICES
06/20/2022	VERTIGIS	5,464.00	GEOCORTEX GIS SOFTWARE ANNUAL MAINT
06/20/2022	WC3-WEST COAST CODE CONSULTANT	12,000.00	WC3 EPROCESS360 BUILDING WORKFLOW MAY 2022
		652.50	WC3 IN-HOUSE PLAN REVIEW SERVICES MAY 2022
		6,090.00	WC3 PLAN REVIEW SERVICES MAY 2022
	Check Total:	18,742.50	
06/20/2022	WEE HOOP, INC.	4,345.20	REC CLASS INSTRUCTOR
06/20/2022	WESTEK SYSTEMS INC.	895.80	AMAG SOFTWARE MAINT & SUPPORT
06/20/2022	WHENTOWORK, INC.	195.00	STAFF ONLINE SCHEDULING SUBSCRIPTION
06/20/2022	WONG, KINLEY	500.00	LIBRARY RENTAL DEPOSIT REFUND
06/20/2022	WOOD RODGERS, INC.	2,190.00	HYDRAULIC ANALYSIS-DUBLIN BLVD
06/20/2022	WORKBRIGHT	8,400.00	ANNUAL ONBOARDING SOFTWARE SUBSCRIPTION
	Payments Issued 6/20/2022 Total:	**694,712.45**	
06/23/2022	ZEPPARELLA, INC.	5,000.00	PERFORMANCE AT FARMERS' MARKET
	Payments Issued 6/23/2022 Total:	**5,000.00**	
06/24/2022	CAL PERS	90,605.09	PERS RETIREMENT PLAN: PE 6/17/22
06/24/2022	EMPLOYMENT DEVELOPMENT DEPT	25,891.71	CA STATE WITHHOLDING: PE 6/17/22
06/24/2022	I C M A 401 PLAN	1,397.31	DEFERRED COMP 401A: PE 6/17/22
06/24/2022	I C M A 457 PLAN	24,474.05	DEFERRED COMP 457: PE 6/17/22
06/24/2022	INTERNAL REVENUE SERVICE	81,601.34	FEDERAL WITHHOLDING: PE 6/17/22
06/24/2022	US BANK - PARS	8,736.07	PARS: PE 6/17/22
	Payments Issued 6/24/2022 Total:	**232,705.57**	
06/27/2022	4LEAF INC.	63,890.25	4LEAF BLDG INSPECTIONS & PLAN REVIEW FEB 2022
		248.00	PLANNING INSPECTIONS FEB 2022
	Check Total:	64,138.25	
06/27/2022	ADVANCED INTEGRATED PEST	109.00	PEST CONTROL SERVICES - CIVIC CENTER
		78.00	PEST CONTROL SERVICES - CORP YARD
		62.00	PEST CONTROL SERVICES - FS16
		62.00	PEST CONTROL SERVICES - FS17
		62.00	PEST CONTROL SERVICES - FS18
		73.00	PEST CONTROL SERVICES - HERITAGE MUSEUM
		62.00	PEST CONTROL SERVICES - HERITAGE PARK
		78.00	PEST CONTROL SERVICES - LIBRARY
		109.00	PEST CONTROL SERVICES - PSC
		78.00	PEST CONTROL SERVICES - SENIOR CENTER

City of Dublin
Payment Issuance Report
Payments Dated 6/1/2022 through 6/30/2022

Date Issued	Payee		Amount	Description
			78.00	PEST CONTROL SERVICES - SHANNON CENTER
			129.00	PEST CONTROL SERVICES - THE WAVE
		Check Total:	980.00	
06/27/2022	ALAMEDA COUNTY FIRE DEPARTMENT		133,339.16	EQUIPMENT FOR FIRE APPARATUS E-16
			230,376.80	EQUIPMENT FOR FIRE APPARATUS T-17
		Check Total:	363,715.96	
06/27/2022	ALAMEDA HEALTH SYSTEM		1,337.70	POLICE INVESTIGATION MEDICAL EXAM
06/27/2022	AMP PRINTING, INC.		270.11	PRINTING SERVICES FOR FARMERS MARKET
			496.13	PRINTING SVCS-40TH ANNIVERSARY GOOSECHASE
		Check Total:	766.24	
06/27/2022	APEX GRADING		24,000.00	MAINTENANCE SVCS-FALLON VILLAGE GHAD
			12,008.00	MAINTENANCE SVCS-SCHAEFER RANCH GHAD
		Check Total:	36,008.00	
06/27/2022	AT&T - CALNET 3		1,058.78	SERVICE TO 06/12/2022
			643.18	SERVICE TO 06/14/2022
		Check Total:	1,701.96	
06/27/2022	BFS LANDSCAPE ARCHITECTURE		3,929.93	FALLON SPORTS PARK DESIGN SVCS - PHASE 3
06/27/2022	BIG O'TIRES #7		172.05	POLICE VEHICLE MAINT & TIRE INSTALLATION
			99.99	POLICE VEHICLE MAINT & TIRES
		Check Total:	272.04	
06/27/2022	BKF ENGINEERS		30,424.50	TASSAJARA RD GAP CLOSURE PROJECT
06/27/2022	BPXPRESS		246.35	CULTURAL ARTS CENTER PROJECT PLANS
			411.10	DUBLIN BLVD PAVEMENT REHAB PROJ PLANS
		Check Total:	657.45	
06/27/2022	BSK ASSOCIATES INC.		1,351.50	TESTING/INSP DON BIDDLE COMMUNITY PARK
			1,866.50	TESTING/INSP FALLON SPORTS PARK PH3 APR
		Check Total:	3,218.00	
06/27/2022	CAL ENGINEERING & GEOLOGY INC		5,933.75	ENGINEERING SERVICES - APR 2022
06/27/2022	CALLANDER ASSOCIATES INC.		39,527.46	WALLIS RANCH PARK DESIGN SERVICES
06/27/2022	CARBONIC SERVICE		416.15	POOL CHEMICALS
06/27/2022	CINTAS CORP		253.61	FIRST AID KIT SUPPLIES
06/27/2022	CONTRA COSTA COUNTY - SHERIFF		2,312.50	POLICE FORENSIC ANALYSIS
06/27/2022	CONTRACT SWEEPING SERVICES		21,535.60	STREET SWEEPING SERVICES - MAY 2022
06/27/2022	COPWARE, INC		85.00	2023 LEGAL SOURCEBOOK RENEWAL
06/27/2022	COUNTY OF SANTA CLARA		1,000.00	CRIME LAB SERVICES
06/27/2022	DAHLIN GROUP INC		14,175.00	DESIGN SERVICES CIVIC CENTER RENOVATION
06/27/2022	EAST BAY POOL SERVICE, INC.		1,631.25	THE WAVE POOL CHEMICALS
06/27/2022	ENGEO INC		1,025.80	FALLON CROSSING GHAD PROFESSIONAL SVCS
			7,358.14	FALLON VILLAGE GHAD PROFESSIONAL SVCS
			11,019.27	SCHAEFER RANCH GHAD PROFESSIONAL SVCS
		Check Total:	19,403.21	
06/27/2022	EUROPEAN MOBILE WERKS		2,140.23	POLICE VEHICLE MAINTENANCE & REPAIR
06/27/2022	FEDEX		33.71	EXPRESS SHIPPING
06/27/2022	FLORES, JOSEPH		1,800.00	PERFORMANCE AT SUMMER CONCERT
06/27/2022	GATES & ASSOCIATES, INC., DAVID L.		2,248.00	ALAMO CREEK FENCE DESIGN SERVICES
06/27/2022	GRAYBAR ELECTRIC COMPANY, INC.		3,589.18	THE WAVE SECURITY CAMERAS
06/27/2022	HALO BRANDED SOLUTIONS		406.05	CRIME PREVENTION SUPPLIES
06/27/2022	HB KITCHEN BATH, INC.		171.60	BUILDING PERMIT REFUND #BLDG-2021-02423
06/27/2022	HEALTHEQUITY, INC.		2,972.64	HEALTHEQUITY: PE 6/17/22

City of Dublin
Payment Issuance Report
Payments Dated 6/1/2022 through 6/30/2022

Date Issued	Payee	Amount	Description
06/27/2022	HF&H CONSULTANTS, LLC	5,581.50	SOLID WASTE FRANCHISE AGREEMENT AMENDMENT
06/27/2022	INTEGRA PLANNING & LANDSCAPE	540.00	ENGINEERING SERVICES - MAY 2022
06/27/2022	INTERNATIONAL CODE COUNCIL INC	151.32	BUILDING CODE BOOKS
06/27/2022	JAM SERVICES INC	652.40	TRAFFIC SIGNAL SUPPLIES
06/27/2022	JOHNSON CONTROLS SECURITY	512.52	FIRE ALARM MONITORING - CIVIC CENTER
06/27/2022	KITTELSON & ASSOCIATES, INC.	9,020.50	TRAFFIC ANALYSIS
06/27/2022	LEHR AUTO	20,531.73	2021 FORD EXPLORER EMERGENCY EQUIP (D09)
06/27/2022	LIVERMORE AUTO GROUP	5,220.07	POLICE VEHICLE MAINT & REPAIRS
06/27/2022	LOGOBOSS	560.62	DUBLIN LEAD T-SHIRTS FOR SUMMER CAMPS
06/27/2022	LPA, INC.	6,216.50	CIVIC CENTER HVAC PROJECT CLOSEOUT
06/27/2022	MARK THOMAS & COMPANY, INC.	4,468.79	IRON HORSE TRAIL CROSSING DESIGN SVCS
06/27/2022	MATRIX CONSULTING GROUP, LTD	5,700.00	STAFFING ANALYSIS & OPTIMIZATION PLNG
06/27/2022	MNS ENGINEERS, INC.	77.50	CONSTR MGMT/INSP-SLIDE TOWER ANCHOR INSTALL
		5,890.00	DON BIDDLE COMMUNITY PARK INSPECTIONS
		4,107.50	FALLON SPORTS PARK PH3 PW INSPECTIONS
		53,074.00	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD
	Check Total:	63,149.00	
06/27/2022	MOTOROLA SOLUTIONS, INC.	1,500.00	CRIME REPORTS SUBSCRIPTION
06/27/2022	PAKPOUR CONSULTING GROUP, INC.	17,385.00	CONSTRUCTION MGMT-DON BIDDLE COMM PARK
		22,420.00	CONSTRUCTION MGMT-FALLON SPORTS PARK PH3
	Check Total:	39,805.00	
06/27/2022	PARKWAY BODY SHOP	869.00	POLICE VEHICLE REPAIRS - 19D20
06/27/2022	PG&E	40,261.74	SERVICE TO 05/31/2022
		318.94	SERVICE TO 06/01/2022
		153.89	SERVICE TO 06/02/2022
	Check Total:	40,734.57	
06/27/2022	PHOENIX GROUP INFO SYS.	233.75	PARKING CITATION PROCESSING - MAY 2022
06/27/2022	PRESIDENTIAL FIRE PROTECTION	604.00	FIRE PERMIT REFUND
06/27/2022	PRIME TIME ENTERTAINMENT	1,500.00	SOUND SYSTEM/ENGINEERS FOR SUMMER CONCERT
06/27/2022	PRO CYCLES	1,500.00	POLICE MOTORCYCLE MAINTENANCE - 19M72
		1,009.44	POLICE MOTORCYCLE MAINTENANCE - 19M73
		1,635.52	POLICE MOTORCYCLE MAINTENANCE - 20M74
		950.63	POLICE MOTORCYCLE MAINTENANCE - 21M76
	Check Total:	5,095.59	
06/27/2022	PRUDENTIAL OVERALL SUPPLY	87.80	MAT SERVICE - CIVIC CENTER
		46.40	MAT SERVICE - PSC
		86.12	MAT SERVICE - SENIOR CENTER
		80.90	MAT SERVICE - SHANNON CENTER
		54.20	MAT SERVICE - THE WAVE
	Check Total:	355.42	
06/27/2022	QUADIENT FINANCE USA, INC.	486.07	POSTAGE FOR POLICE DEPT - MAY 2022
06/27/2022	QUINCY ENGINEERING	474.00	BRIDGE & STRUCTURE ASSET INSPECTION – APR 2022
		7,584.00	BRIDGE & STRUCTURE ASSET INSPECTION – MAY 2022
	Check Total:	8,058.00	
06/27/2022	REDWOOD TOXICOLOGY LAB. INC.	638.00	FORENSIC DRUG AND ALCOHOL EXAMS
06/27/2022	SELECT IMAGING	387.25	TABLE COVER WITH PRINTED FRONT PANEL
		3,125.59	COLOR WEATHERPROOF STICKERS
	Check Total:	3,512.84	

City of Dublin
Payment Issuance Report
Payments Dated 6/1/2022 through 6/30/2022

Date Issued	Payee	Amount	Description
06/27/2022	SNG & ASSOCIATES INC.	102.00	ON-CALL PLAN REVIEW SERVICES-CIP/PARKS
06/27/2022	STONERIDGE CHRYSLER JEEP DODGE	4,877.15	POLICE VEHICLE MAINTENANCE REPAIR
06/27/2022	SWINERTON MANAGEMENT	10,119.50	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER
06/27/2022	TRAFFICWARE GROUP, INC.	380.00	REPLACE DOME LENS AND SURGE BOARD
		1,135.00	REPLACE DOME LENS INTERNAL CAMERA
	Check Total:	1,515.00	
06/27/2022	TREASURER ALAMEDA COUNTY	1,189.50	PARKING CITATIONS COLLECTED - MAY 2022
06/27/2022	UNIVERSAL BUILDING SERVICES &	520.00	WINDOW CLEANING SERVICES - CIVIC CENTER
06/27/2022	VERIZON WIRELESS	1,748.46	POLICE SITCAM SIM CARDS TO 6/3/22
		678.96	POLICE VEHICLE MODEMS/CITY CELLPHONES
	Check Total:	2,427.42	
06/27/2022	WESTERN PACIFIC SIGNAL LLC	9,009.63	TRAFFIC SIGNAL BATTERIES
		19,291.08	TRAFFIC SIGNAL EQUIPMENT-CIP
	Check Total:	28,300.71	
06/27/2022	WHITEWATER WEST INDUSTRIES LTD	5,084.57	NETTING AND LASHING FOR AQUATIC PLAY EQUIP
06/27/2022	WILLDAN HOMELAND SOLUTIONS	1,171,862.05	ENERGY EFFICIENCY/INFRASTRUCTURE IMPROVE
	Payments Issued 6/27/2022 Total:	**2,078,480.06**	
06/28/2022	CLEVENGER, MARISSA	112.67	MILEAGE REIMBURSEMENT JUN 2022
06/28/2022	GONSALVES-WILLIAMS, ALEXANDER	29.89	MILEAGE REIMBURESEMENT MAY 2022
06/28/2022	HARRIS, HARRELL	1,500.00	PHOTOGRAPHY SVCS-THE WAVE & SUMMER CONCERT
06/28/2022	JACKMAN, SHARLENE	11.70	MILEAGE REIMBURSEMENT APR 2022
		19.66	MILEAGE REIMBURSEMENT MAY 2022
	Check Total:	31.36	
06/28/2022	MORAN, RYAN	43.88	MILEAGE REIMBURSEMENT APR 2022
06/28/2022	OLINGHOUSE-CHIANG, DYLAN	403.07	MILEAGE REIMBURSEMENT MAY 2022
06/28/2022	OLINGHOUSE-CHIANG, JAYDEN	40.95	MILEAGE REIMBURSEMENT MAY 2022
06/28/2022	OSMER, TAYLOR	102.26	MILEAGE REIMBURSEMENT MAY 2022
06/28/2022	PENA, VANESSA	72.54	MILEAGE REIMBURSEMENT APR 2022
06/28/2022	UPADHYAY, NIYANT	28.90	MILEAGE REIMBURSEMENT MAY 2022
		78.33	MILEAGE REIMBURSEMENT MAY PARK MONITORING
	Check Total:	107.23	
06/28/2022	WANZENRIED, NICOLE	55.28	MILEAGE REIMBURSEMENT MAY 2022
	Payments Issued 6/28/2022 Total:	**2,499.13**	
06/29/2022	DSRSD	245,333.66	SERVICE TO 5/31/2022
	Payments Issued 6/29/2022 Total:	**245,333.66**	

Grand Total for Payments Dated 6/1/2022 through 6/30/2022: 6,682,962.04

Total Number of Payments Issued: 280

Agenda Item 4.9

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Summary Vacation of Unused Right-of-Way on Campus Drive
Prepared by: Kan Xu, Senior Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving a summary vacation of unused right-of-way on Campus Drive for the Dublin Transit Center Parking Garage project

STAFF RECOMMENDATION:

Adopt the **Resolution** Summarily Vacating Unused Right-of-Way on Campus Drive.

FINANCIAL IMPACT:

There is no impact on the General Fund. The costs associated with the summary vacation will be paid for by Alameda County.

DESCRIPTION:

The County of Alameda is requesting a Summary Vacation of 1,906 square feet of Campus Drive right-of-way to facilitate the Dublin Transit Center Parking Garage project (Project), located on the vacant lot at the southwest corner of Campus Drive and Martinelli Way, and to straighten out the roadway alignment for the Campus Drive extension. The subject right-of-way was previously dedicated to the City of Dublin with Parcel Map 7892, recorded on April 14, 2005, however no improvements were constructed at the time of dedication and this portion of Campus Drive has remained closed to vehicular traffic and public access. A portion of Campus Drive located south of the Project site was improved with the construction of the BART parking garage, between Altamirano Avenue and the existing fence at the north end of the BART parking garage.

Alameda County is responsible for the construction of improvements along the Project frontage of Campus Drive, which will extend Campus Drive from its current terminus to Martinelli Way. After review of preliminary roadway alignment and frontage improvement plans for the Campus Drive

extension, it was determined that the subject right-of-way was not required, as the roadway will be shifted slightly to the east to remove any curves in the alignment. The eastward shift will include an associated street right-of-way dedication of 1,386 square feet, from Alameda County Surplus Property Authority, which will occur later (Attachment 4).

Pursuant to Streets and Highways Code Section 8331, the City Council may summarily vacate street right-of-way if:

a. For a period of five consecutive years, the street or highway has been impassable for vehicular traffic; and
b. No public money was expended for maintenance on the street during such period.

The subject right-of-way is currently unimproved. For more than five consecutive years preceding its proposed vacation, the subject right-of-way has been impassable to traffic and no public money was expended for its maintenance.

Pursuant to Streets and Highways Code Section 8334.5, a street may not be summarily vacated if there are in place any public utility facilities that are in use and would be affected by the vacation. Staff contacted all public utility agencies and companies which may have existing facilities within the area to be vacated or which may have plans to locate facilities within the area to be vacated. No utility agencies or companies objected to the proposed street vacation.

General Plan Consistency

The Streets and Highways Code requires that, if the proposed vacation of a street or public service easement is within an area for which a general plan is adopted, the City Council should consider the General Plan prior to vacating the easement. The Planning Commission is also required to consider the proposal and report to City Council as to its conformity with the General Plan.

However, many relinquishments and acquisitions of real property, such as the vacation of this subject right-of-way, are of such minor nature that Planning Commission review and their report to the City Council as to their General Plan consistency serves no purpose. Government Code Section 65402 permits the City Council to exempt, by resolution or ordinance, the following kinds of proposed dispositions and acquisitions of real property from the requirement that Planning Commission report to the City Council as to their General Plan consistency, provided they are of a minor nature:

1. The disposition of the remainder of a large parcel which was acquired and used in part for street purposes
2. Acquisitions, dispositions, or abandonments for street widening
3. Street alignment projects

On July 19, 2016, the City Council adopted Resolution No. 125-16 Exempting Certain Minor Dispositions and Acquisitions of Real Property or Interests in Real Property from Required Report to the City Council by the Planning Commission as to their General Plan Consistency.

The proposed vacation of this subject right-of-way is minor in nature and for a street alignment

purpose, and therefore this action is exempt from the requirement that the Planning Commission report to the City Council as to the General Plan conformity.

ENVIRONMENTAL REVIEW:

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

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Summarily Vacating Unused Right-of-Way on Campus Drive
2) Exhibits A and B to the Resolution – Legal Description and Plat Map
3) Resolution No. 125-16 Exempting Certain Minor Dispositions and Acquisitions of Real Property or Interests in Real Property from Required Report to the City Council by the Planning Commission as to their General Plan Consistency
4) Campus Drive Right-of-Way Dedication
5) Parcel Map 7892

RESOLUTION NO. xx – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

SUMMARILY VACATING UNUSED RIGHT-OF-WAY ON CAMPUS DRIVE

WHEREAS, the County of Alameda is proposing to construct a 179,000-square-foot, five-story parking garage located at the southwest corner of Campus Drive and Martinelli Way (APN 986-0034-013-01); and

WHEREAS, the County of Alameda requests the City of Dublin summarily vacate approximately 1,906 square feet of right-of-way along Campus Drive, as described in the legal description and depicted on the plat map, attached here to as **Exhibit A** and **Exhibit B**, to accommodate the proposed parking garage and to align the Campus Drive extension; and

WHEREAS, the County of Alameda will coordinate with the current owner, Alameda County Surplus Property Authority, to subsequently dedicate to the City approximately 1,386 square feet of right-of-way along Campus Drive; and

WHEREAS, Section 8330, *et. seq.*, of the California Streets and Highways Code provides for the summary vacation of street right-of-way; and

WHEREAS, Section 8331 of the California Streets and Highways Code authorizes the City Council to summarily vacate street right-of-way if, for a period of five consecutive years, the street has been impassable for vehicular traffic and no public money was expended for maintenance on the street; and

WHEREAS, Section 8334.5 of the California Streets and Highways Code prohibits the City Council from summarily vacating a street if there are in place public utility facilities that are in use and would be affected by the vacation; and

WHEREAS, the California Streets and Highways Code requires consideration of a general plan, including by the Planning Commission, if a proposed vacation is within a general plan area; and

WHEREAS, the City Council adopted Resolution No. 125-16 exempting certain minor dispositions and acquisitions of real property or interests in real property from required report to the City Council by the Planning Commission as to their General Plan consistency, including dispositions for street alignment projects; and

WHEREAS, the subject right-of-way vacation is minor in nature and for a street alignment purpose and therefore exempt from the requirement that the Planning Commission report to the City Council as to the General Plan conformity.

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

1. For a period of five consecutive years, the right-of-way to be vacated has been impassable for vehicular traffic and no public money was expended for maintenance on the right-of-way.

2. All public utility agencies and companies providing service in the project area have been notified about the proposed vacation and have not objected to the proposed vacation.

3. The vacation of the right-of-way is in conformance with the City's General Plan pursuant to Section 65402 of the Government Code.

4. The proposed vacation of the right-of-way is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to Title14 California Code of Regulations, CEQA Guidelines Section 15301, Existing Facilities.

BE IT FURTHER RESOLVED that based on the findings made and the above provisions of the Streets and Highways Code, the City Council hereby order the summary vacation of the 1,906 square feet of right-of-way on Campus Drive, as shown on **Exhibits A and B**.

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

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

PASSED, APPROVED AND ADOPTED this 19th day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

ALAMEDA COUNTY PUBLIC WORKS DEPARTMENT

LEGAL DESCRIPTION
RIGHT OF WAY VACATION

MAP No. 4876

Desc. No. 36522
June 2, 2022

That strip of land in the City of Dublin being a portion of Campus Drive as said drive was dedicated to the public on that certain map entitled "Parcel Map 7892", recorded April 14, 2005 in Book 280 at Pages 83 through 85, inclusive, more particularly described as follows:

Commencing at the southeasterly corner of Parcel Two as said parcel is shown on the document entitled "Certificate of Compliance for Lot Line Adjustment No. 08-01, recorded May 29, 2008 under recorders series number 2008172489, official record of Alameda County;

Thence North 01°13'25" East along the easterly line of said Parcel Two, 119.87 feet to an angle point and the Point of Beginning;

Thence North 88°46'35" West 7.00 feet to a line parallel with and 7.00 feet westerly of said east line as measured perpendicular thereto;

Thence North 01°13'25" East along said parallel line 271.62 feet to the beginning of a non-tangent curve to the left having a radius of 1,547.00 feet and to which point a radial line bears South 09°10'35" East;

Thence along said curve through a central angle of 0°15'49", and arc distance of 7.12 feet to a point which lies North 01°13'25" 272.93 feet from the Point of Beginning;

Thence South 01°13'25" West 272.93 feet to the Point of Beginning.

Said parcel contains 1,906 square feet.

A plat entitled "Exhibit B" showing this this description is attached herewith and made a part hereof. This description is not valid without said plat

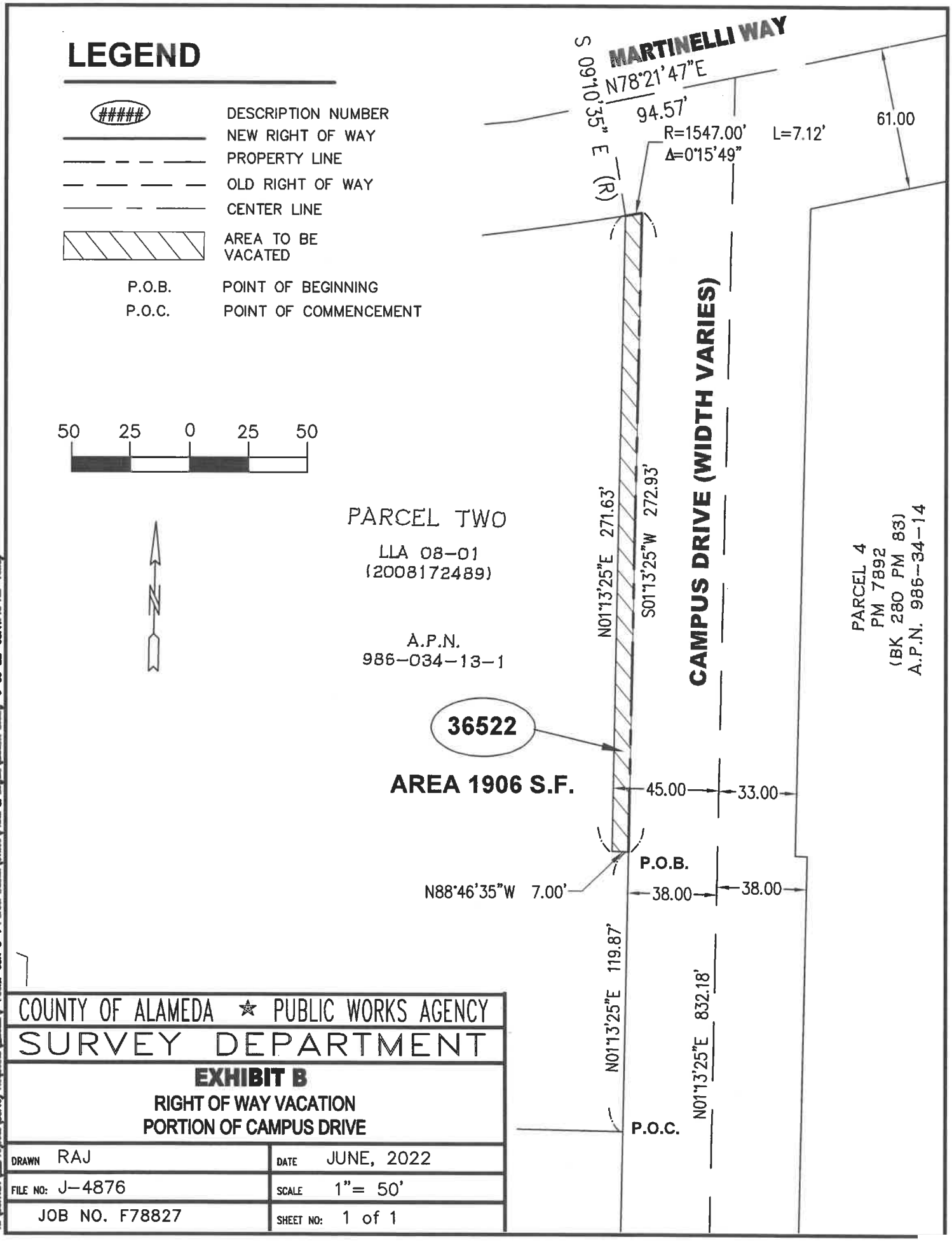
This description and plat were made by me or under my direction in May of 2022.

D. Ian Wilson, PLS 7010

6/09/2022
Date

PROFESSIONAL LAND SURVEYOR
D. IAN WILSON
No. 7010
STATE OF CALIFORNIA

N:\SURVEY__Projects\Survey Requests_2022\F 78827 GSA-D-1 Parcel Dublin\Office\Plats & Legals\Strip Descriptions Rev 6-09-22 RA.docx


LEGEND
#####
DESCRIPTION NUMBER
NEW RIGHT OF WAY
PROPERTY LINE
OLD RIGHT OF WAY
CENTER LINE
AREA TO BE VACATED
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
50 25 0 25 50
MARTINELLI WAY
S 09°10'35" E (R)
N78°21'47"E
94.57'
R=1547.00'
Δ=0°15'49"
L=7.12'
61.00
CAMPUS DRIVE (WIDTH VARIES)
PARCEL TWO
LLA 08-01
(2008172489)
A.P.N.
986-034-13-1
N01°13'25"E 271.63'
S01°13'25"W 272.93'
PARCEL 4
PM 7892
(BK 280 PM 83)
A.P.N. 986-34-14
36522
AREA 1906 S.F.
45.00
33.00
P.O.B.
N88°46'35"W 7.00'
38.00
38.00
N01°13'25"E 119.87'
N01°13'25"E 832.18'
P.O.C.
COUNTY OF ALAMEDA ★ PUBLIC WORKS AGENCY
SURVEY DEPARTMENT
EXHIBIT B
RIGHT OF WAY VACATION
PORTION OF CAMPUS DRIVE
DRAWN RAJ
DATE JUNE, 2022
FILE NO: J-4876
SCALE 1"= 50'
JOB NO. F78827
SHEET NO: 1 of 1

RESOLUTION NO. 125 - 16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

****

EXEMPTING CERTAIN MINOR DISPOSITIONS AND ACQUISITIONS OF REAL PROPERTY OR INTERESTS IN REAL PROPERTY FROM REQUIRED REPORT TO THE CITY COUNCIL BY THE PLANNING COMMISSION AS TO THEIR GENERAL PLAN CONSISTENCY

WHEREAS, as required by law, the Planning Commission generally reports to the City Council as to the General Plan consistency of proposed City dispositions and acquisitions of real property or interests in real property to which the General Plan applies; and

WHEREAS, many dispositions and acquisitions of real property or interests therein are of such a minor nature that Planning Commission review and report to the City Council as to their General Plan consistency serves no purpose; and

WHEREAS, Government Code Section 65402 permits the City Council to exempt certain kinds of proposed dispositions and acquisitions of real property or interests therein from the requirement of Planning Commission report to the City Council as to their General Plan consistency.

NOW, THEREFORE, BE IT RESOLVED that the City Council finds that, provided they are of a minor nature, the following kinds of dispositions and acquisitions of real property or interests therein shall be exempt from the requirement that the Planning Commission report to the City Council as to their consistency with the General Plan:

A) The disposition of the remainder of a larger parcel which was acquired and used in part for street purposes

B) Acquisitions, dispositions, or abandonments for street widening

C) Street alignment projects

PASSED, APPROVED AND ADOPTED this 19th day of July, 2016, by the following vote:

AYES: Councilmembers Biddle, Gupta, Hart, Wehrenberg, and Mayor Haubert

NOES: None

ABSENT: None

ABSTAIN: None

Mayor

ATTEST:

City Clerk

EXHIBIT A

ALAMEDA COUNTY PUBLIC WORKS DEPARTMENT

LEGAL DECRIPTION
RIGHT OF WAY DEDICATION

MAP No. 4876-1 Desc. No. 36523
A.P.N. 986-34-14 (POR) June 2, 2022

That strip of land in the City of Dublin being a portion of Parcel 4 as said parcel is shown on that certain map entitled "Parcel Map 7892", recorded April 14, 2005 in Book 280 at Pages 83 through 85, inclusive, more particularly described as follows:

Commencing at the southwesterly corner of Parcel 4;

Thence North 01°13'25" East along the westerly line of said Parcel 4, 465.93 feet to an angle point and the Point of Beginning;

Thence North 88°46'35" West 5.00 feet to a line parallel with and 5.00 feet westerly of said west line as measured perpendicular thereto;

Thence North 01°13'25" East along said parallel line 276.69 feet to the southerly sideline of Martinelli Way;

Thence along said side line North 78°21'47" East 5.13 to a line which bears North 01°13'25" East 277.83 feet from the Point of Beginning;

Thence South 01°13'25" West 277.83 feet to the Point of Beginning.

Said parcel contains 1,386 square feet.

A plat entitled "Exhibit B" showing this this description is attached herewith and made a part hereof. This description is not valid without said plat

This description and plat were made by me or under my direction in May of 2022.

D. Ian Wilson, PLS 7010

6/09/2022
Date

PROFESSIONAL LAND SURVEYOR
D. IAN WILSON
No. 7010
STATE OF CALIFORNIA

N:\SURVEY__Projects\Survey Requests_2022\F 78827 GSA-D-1 Parcel Dublin\Office\Plats & Legals\Strip Descriptions Rev 6-09-22 RA.docx

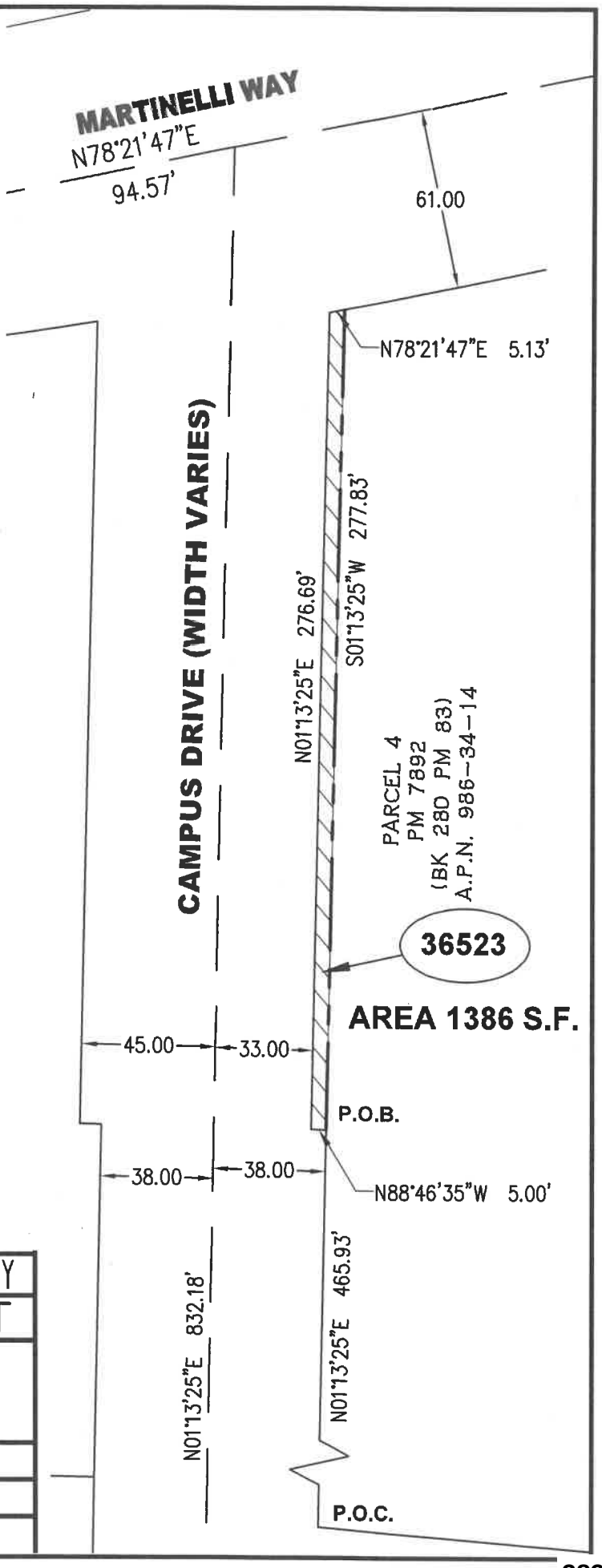
LEGEND

#####	DESCRIPTION NUMBER
	NEW RIGHT OF WAY
	PROPERTY LINE
	OLD RIGHT OF WAY
	CENTER LINE
	AREA TO BE DEDICATED
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

50 25 0 25 50

LLA 08-01
(2008172489)

A.P.N.
986-034-13-1



COUNTY OF ALAMEDA ★ PUBLIC WORKS AGENCY	
SURVEY DEPARTMENT	
EXHIBIT B RIGHT OF WAY DEDICATION A.P.N. 986-34-14 (POR)	
DRAWN RAJ	DATE JUNE, 2022
FILE NO: J-4876-1	SCALE 1"= 50'
JOB NO. F78827	SHEET NO: 1 of 1

PM 7892
DUBLIN TRANSIT CENTER
SHEET 1 OF 3

OWNER'S STATEMENT:

THE UNDERSIGNED, SURPLUS PROPERTY AUTHORITY OF THE COUNTY OF ALAMEDA, CALIFORNIA, A PUBLIC CORPORATION, DOES HEREBY STATE THAT IT IS THE OWNER OF ALL THE LAND DELINEATED UPON AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP 7892," CITY OF DUBLIN, COUNTY OF ALAMEDA, CALIFORNIA, CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; AND DOES HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

AND THE UNDERSIGNED DOES HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE FOR STREET PURPOSES THOSE AREAS DESIGNATED AS "CAMPUS DRIVE", "MARTINELLI WAY", "ALTAMIRANO AVENUE" AND "ARNOLD ROAD" AS SHOWN WITHIN THE BOUNDARY OF THE EMBODIED PARCEL MAP.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES EXISTING OR OF RECORD.

IN WITNESS THEREOF I HAVE HEREUNTO SET MY HAND THE DATE HEREUNDER WRITTEN.

SURPLUS PROPERTY AUTHORITY OF THE COUNTY OF ALAMEDA,
A PUBLIC CORPORATION

BY: _____ DATED: 3/21/05

NAME: PATRICK CASHMAN

TITLE: DIRECTOR

OWNER'S ACKNOWLEDGMENT:

STATE OF CALIFORNIA)
COUNTY OF Alameda) S.S.

ON March 21, 2005, BEFORE ME Laura Pratt
PERSONALLY APPEARED Patrick Cashman
PERSONALLY KNOWN TO ME (OR 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.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____ Laura Pratt
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE — PRINTED NAME
MY COMMISSION EXPIRES: July 10, 2007 - 224 W. Winton Ave.
PRINCIPAL PLACE OF BUSINESS: Alameda County - Hayward
COMMISSION NUMBER OF NOTARY: 1424013

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 (3) (A) OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS HAVE BEEN OMITTED SINCE THEIR INTEREST CANNOT RIPEN INTO A FEE.

UNITED STATES OF AMERICA:
BOOK 2439 O.R. 213
SERIES NO. 94-241065
SERIES NO. 94-312570
SERIES NO. 97-194235

STATE OF CALIFORNIA:
2357 O.R. 287

PACIFIC GAS AND ELECTRIC:
BOOK 2386 O.R. 375
SERIES NO. 69-43369

DUBLIN SAN RAMON SERVICES DISTRICT:
BOOK 482 O.R. 563
SERIES NO. 98-182830

SPRINT COMMUNICATIONS COMPANY:
SERIES NO. 96-207076

CITY CLERK'S STATEMENT:

I, KAY KECK, CITY CLERK AND CLERK OF THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED PARCEL MAP, ENTITLED "PARCEL MAP 7892," CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF, WAS PRESENTED TO SAID COUNCIL, AS PROVIDED BY LAW AT A REGULAR MEETING THEREOF HELD ON THE 5th DAY OF APRIL, 2005, AND THAT SAID CITY COUNCIL DID THEREUPON, BY RESOLUTION NO. 53-05 DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC THE OFFERS OF DEDICATION OF "MARTINELLI WAY", "CAMPUS DRIVE", "ALTAMIRANO AVENUE" AND "ARNOLD ROAD" FOR STREET PURPOSES, SUBJECT TO IMPROVEMENTS, DEDICATED HEREON.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 7th DAY OF APRIL, 2005.

_____
KAY KECK, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT:

THIS PARCEL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY MADE IN JUNE 1998 IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SURPLUS PROPERTY AUTHORITY OF THE COUNTY OF ALAMEDA IN JUNE 2003. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I HEREBY STATE THAT THE MONUMENTS INDICATED HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND WILL BE SET WITHIN ONE (1) YEAR OF THE COMPLETION OF THE IMPROVEMENTS. AREA WITHIN THIS SUBDIVISION IS 35.832 ACRES, MORE OR LESS.

DATED: MARCH 15, 2005 _____
BILLY MARTIN, P.L.S. NO. 5797
EXPIRES: 06/30/06

LICENSED LAND SURVEYOR — BILLY MARTIN — EXP. 6/30/2006 — No. 5797 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED PARCEL MAP 7892 AND THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATIONS THEREOF; THE PARCEL MAP CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF, CONFORMS WITH ALL PROVISIONS OF CHAPTER TWO OF THE CALIFORNIA SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: March 23, 2005 _____
MARK LANDER, R.C.E. NO. 34953
CITY ENGINEER, CITY OF DUBLIN
LICENSE EXPIRES: 09/30/05

ASSISTANT CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: MAR 25, 2005 _____
PAUL C. KRUGER, R.C.E. NO. 30587
ASSISTANT CITY ENGINEER, CITY OF DUBLIN
LICENSE EXPIRES: 03/31/06

CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

I, CRYSTAL K. HISHIDA, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE AS CHECKED BELOW THAT:

[ ] AN APPROVED CASHIERS CHECK HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $ _____ CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

[✓] EXEMPT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND.

DATED: 4/8/05

CRYSTAL K. HISHIDA, CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

COUNTY RECORDER'S STATEMENT:

FILED FOR RECORD THIS 14th DAY OF APRIL, 2005, AT 8:30 A.M., RECORDER'S SERIES NO. 2005146481 IN BOOK 280 OF PARCEL MAPS AT PAGES 83 THROUGH 85 AT THE REQUEST OF CHICAGO TITLE COMPANY.

FEE: $ 12.00

PATRICK O'CONNELL, COUNTY RECORDER
IN AND FOR THE COUNTY OF ALAMEDA,
STATE OF CALIFORNIA

BY: Elaine C Wong
DEPUTY COUNTY RECORDER

NOTES:

PARCEL "A" IS INCLUDED AS PART OF THIS SUBDIVISION TO FACILITATE THE CONVEYANCE TO SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT AND TO DELINEATE AND DEDICATE VARIOUS EASEMENTS ACROSS PARCEL "A" AS REQUIRED BY THE CONDITIONS OF APPROVAL, RESOLUTION NO. 02-40, APPROVING TENTATIVE PARCEL MAP 7892 CONCERNING PA 00-013, PASSED, APPROVED AND ADOPTED OCTOBER 22, 2002.

PARCEL MAP 7892

****

BEING A SUBDIVISION OF PARCEL 4 AS SHOWN ON PARCEL MAP 7395, FILED OCTOBER 31, 2000, IN BOOK 254 OF PARCEL MAPS AT PAGES 28 THROUGH 37, INCLUSIVE, ALAMEDA COUNTY RECORDS

****

CITY OF DUBLIN ALAMEDA COUNTY CALIFORNIA

DATED: MARCH 2005

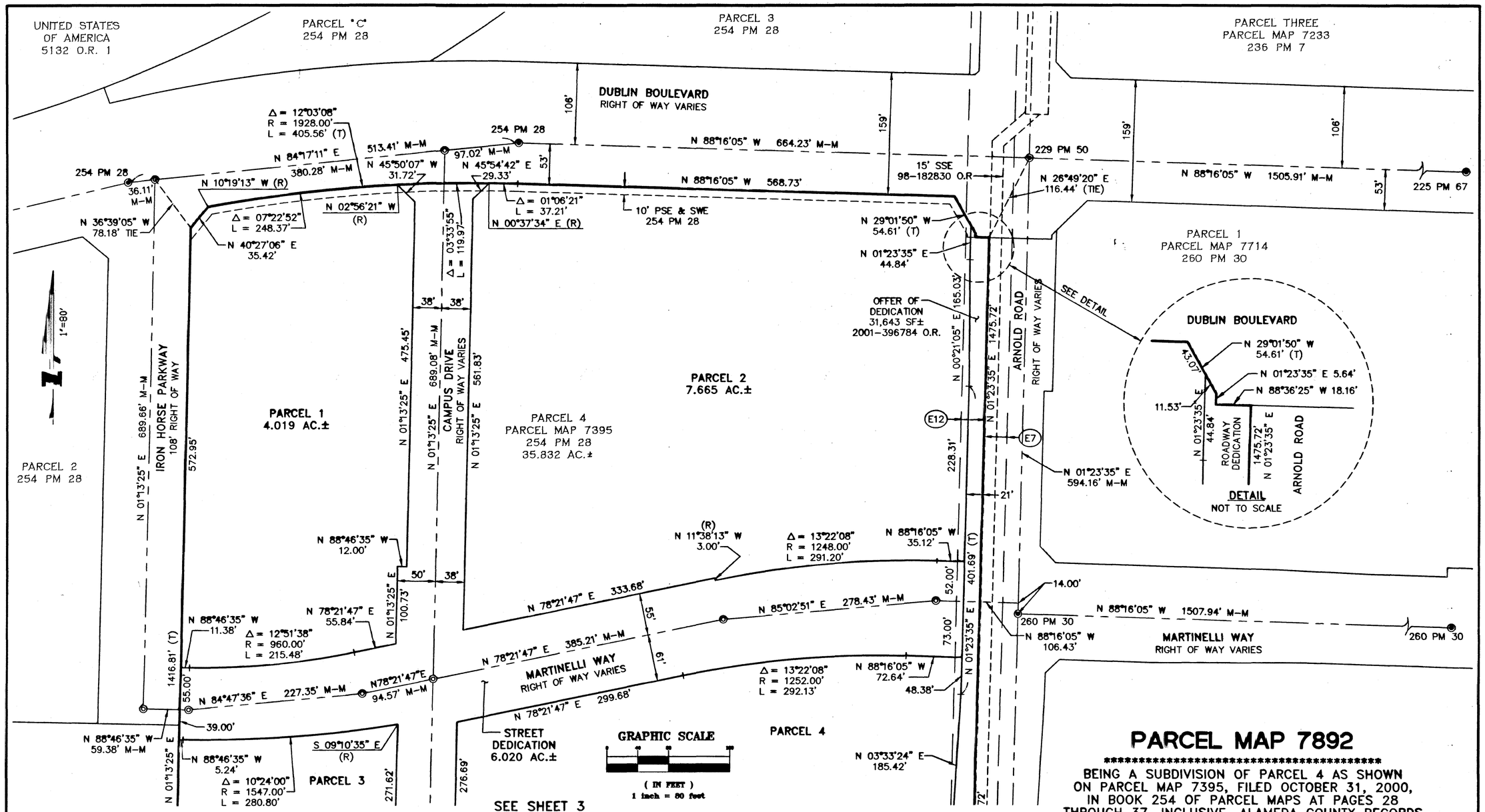
BKF
ENGINEERS / SURVEYORS / PLANNERS
2737 NORTH MAIN STREET, SUITE 200
WALNUT CREEK, CA 94597

SHEET 1 OF 3
C-940158-20

PARCEL MAP 7892 MAP BOOK 280 PP 83-85

PARCEL MAP 7892 MAP Book 280 PG 84

PM 7892
DUBLIN TRANSIT CENTER
SHEET 2 OF 3



PARCEL MAP 7892

****

BEING A SUBDIVISION OF PARCEL 4 AS SHOWN ON PARCEL MAP 7395, FILED OCTOBER 31, 2000, IN BOOK 254 OF PARCEL MAPS AT PAGES 28 THROUGH 37, INCLUSIVE, ALAMEDA COUNTY RECORDS

****

CITY OF DUBLIN ALAMEDA COUNTY CALIFORNIA

DATED: MARCH 2005 SCALE: 1" = 80'

LEGEND:

- DISTINCTIVE BORDER OF LANDS BEING SUBDIVIDED
- CENTERLINE
- EASEMENT LINE
- MONUMENT LINE
- EXISTING RIGHT OF WAY OR PARCEL LINES
- ABUTTER'S RIGHTS OF ACCESS RELINQUISHED PER 2357 O.R. 287
- (E7) (E12) 30' WIDE NON-EXCLUSIVE EASEMENT FOR STREET, UTILITIES AND SERVICE AREA PER 2439 O.R. 213
- ● FOUND MONUMENT BOX WITH DISK STAMPED "ALA. CO. RS 385 1969" AND STATION NUMBER PER (5) UNLESS OTHERWISE NOTED
- ● FOUND MONUMENT BOX AS NOTED
- ◎ SET MONUMENT BOX WITH DISK STAMPED L.S. 5797, OR OTHER MONUMENT OF RECORD AS NOTED
- M-M MONUMENT TO MONUMENT DISTANCE
- O.R. OFFICIAL RECORDS
- PM PARCEL MAP
- PSE PUBLIC SERVICE EASEMENT
- (R) RADIAL BEARING
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- (T) TOTAL DISTANCE
- WLE WATER LINE EASEMENT

BASIS OF BEARINGS:

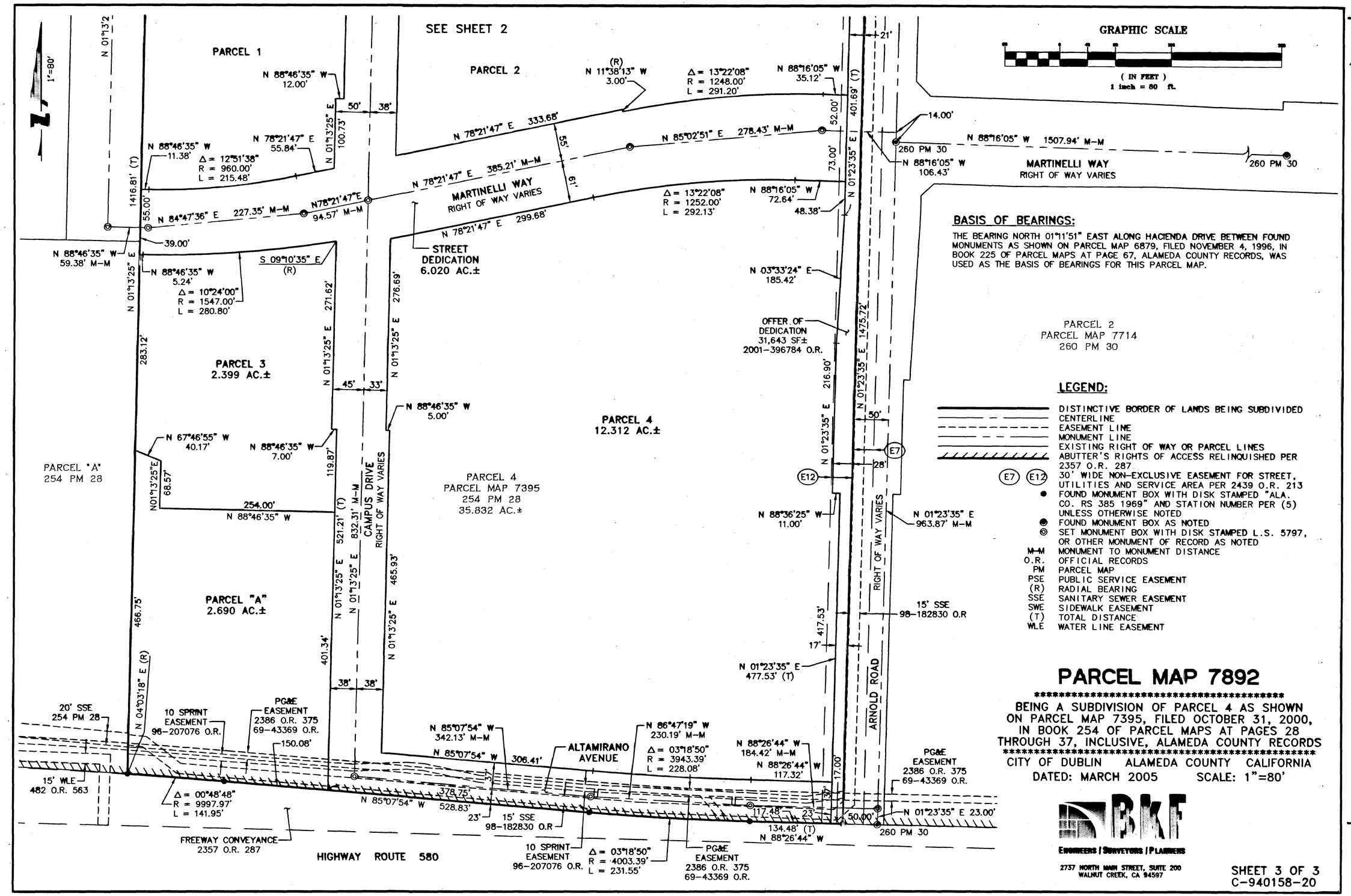
THE BEARING NORTH 01°11'51" EAST ALONG HACIENDA DRIVE BETWEEN FOUND MONUMENTS AS SHOWN ON PARCEL MAP 6879, FILED NOVEMBER 4, 1996, IN BOOK 225 OF PARCEL MAPS AT PAGE 67, ALAMEDA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS PARCEL MAP.

BKF
ENGINEERS / SURVEYORS / PLANNERS
2737 NORTH MAIN STREET, SUITE 200
WALNUT CREEK, CA 94597

SHEET 2 OF 3
C-940158-20

PARCEL MAP 7892 MAP Book 280 PG 85

PM 7892
DUBLIN TRANSIT CENTER
SHEET 3 OF 3



BASIS OF BEARINGS:

THE BEARING NORTH 01°11'51" EAST ALONG HACIENDA DRIVE BETWEEN FOUND MONUMENTS AS SHOWN ON PARCEL MAP 6879, FILED NOVEMBER 4, 1996, IN BOOK 225 OF PARCEL MAPS AT PAGE 67, ALAMEDA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS PARCEL MAP.

PARCEL 2
PARCEL MAP 7714
260 PM 30

LEGEND:

- DISTINCTIVE BORDER OF LANDS BEING SUBDIVIDED
- CENTERLINE
- EASEMENT LINE
- MONUMENT LINE
- EXISTING RIGHT OF WAY OR PARCEL LINES
- ABUTTER'S RIGHTS OF ACCESS RELINQUISHED PER 2357 O.R. 287
- (E7) (E12) 30' WIDE NON-EXCLUSIVE EASEMENT FOR STREET, UTILITIES AND SERVICE AREA PER 2439 O.R. 213
- ● FOUND MONUMENT BOX WITH DISK STAMPED "ALA. CO. RS 385 1969" AND STATION NUMBER PER (5) UNLESS OTHERWISE NOTED
- ◉ FOUND MONUMENT BOX AS NOTED
- ◎ SET MONUMENT BOX WITH DISK STAMPED L.S. 5797, OR OTHER MONUMENT OF RECORD AS NOTED

M-M	MONUMENT TO MONUMENT DISTANCE
O.R.	OFFICIAL RECORDS
PM	PARCEL MAP
PSE	PUBLIC SERVICE EASEMENT
(R)	RADIAL BEARING
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
(T)	TOTAL DISTANCE
WLE	WATER LINE EASEMENT

PARCEL MAP 7892

****

BEING A SUBDIVISION OF PARCEL 4 AS SHOWN ON PARCEL MAP 7395, FILED OCTOBER 31, 2000, IN BOOK 254 OF PARCEL MAPS AT PAGES 28 THROUGH 37, INCLUSIVE, ALAMEDA COUNTY RECORDS

****

CITY OF DUBLIN ALAMEDA COUNTY CALIFORNIA

DATED: MARCH 2005 SCALE: 1"=80'

BKF
ENGINEERS | SURVEYORS | PLANNERS
2737 NORTH MAIN STREET, SUITE 200
WALNUT CREEK, CA 94597

SHEET 3 OF 3
C-940158-20

Agenda Item 4.10

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: City Proclamations for the Month of August
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will consider the following proclamations for the month of August in the City of Dublin: National Night Out and American Muslim Appreciation and Awareness Month.

STAFF RECOMMENDATION:

Approve the proclamations.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider the following proclamation for the month of July:

1. National Night Out
2. American Muslim Appreciation and Awareness Month

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) National Night Out Proclamation
2) American Muslim Appreciation and Awareness Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"National Night Out"

WHEREAS, National Night Out was introduced by the National Association of Town Watch (NATW) in 1984 and began as a concept for generating greater crime prevention involvement among residents; and

WHEREAS, what started with residents simply leaving their porch lights on soon progressed to something bigger: neighbors organizing cookouts, parades, contests, neighborhood walks, festivals, rallies, and community service events; and

WHEREAS, National Night Out was designed to promote civic pride and unity among neighbors who share an anti-drug and anti-crime stance; and

WHEREAS, today, more than 35 million people and over 15,000 communities participate in National Night Out; and

WHEREAS, this year, National Night Out will be celebrated on Tuesday, August 2 in the City of Dublin; and

WHEREAS, the "39th Annual National Night Out" gives the citizens of the City of Dublin a great chance to be part of a nationwide effort to promote police and community crime prevention efforts.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim August 3, 2021 as "National Night Out" in the City of Dublin and encourages all citizens to participate in this community event.

DATED: July 19, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"American Muslim Appreciation and Awareness Month"

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim August 2022 as "American Muslim Appreciation and Awareness Month" in the City of Dublin and encourages all citizens to affirm and celebrate the contributions of our Muslim community members.

DATED: July 19, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

Agenda Item 4.11

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Third Amendment to Land Lease with U.S. Bank National Association
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will consider a Third Amendment to Land Lease Between the City of Dublin and U.S. Bank National Association.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Third Amendment to Land Lease Between the City of Dublin and U.S. Bank National Association.

FINANCIAL IMPACT:

The Lease Amendment will provide the City with rental income for the lease term in the amount of $119,040 per year for five years, an increase from the current lease rate of $54,528 per year. Additionally, U.S. Bank will surrender the current bank building to the City upon the expiration of the lease. Staff recommends that all lease revenue be deposited in a General Fund Assigned Reserve to fund any future desired building improvements.

DESCRIPTION:

In May 2007, the City acquired fee title to the real property formerly known as the Dublin Square Shopping Center located at 11759 Dublin Boulevard (APN 941-1560-007-01) from Berkeley Land Co. through a Purchase and Sale Agreement. The City acquired the property for the development of Dublin Heritage Park and Museums. By acquiring this property, the City then became the landlord for U.S. Bank's Land Lease dated April 14, 1967, and Lease Amendment dated May 9, 1990. This lease is set to expire on October 31, 2022.

At this time, the City and U.S. Bank National Association (as tenant) desire to amend the lease to

extend the lease term by five years, adjust the rent to market rate, and clarify the process by which U.S. Bank will surrender the building and improvements to the City upon the expiration of the lease and at no cost to the City.

The Dublin Heritage Park Master Plan identifies the area where the current bank building is located for a 45-space parking lot. However, Staff recommends establishing a new General Fund Assigned Reserve for future building improvements and deposit all lease revenues for the extended term to fund such improvements when the City assumes the building. Over the next five years Staff will work with the City Council to identify and plan for the future use of this building through the normal Capital Improvement Program process.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Third Amendment to Land Lease Between the City of Dublin and U.S. Bank National Association
2) Exhibit A to the Resolution – Third Amendment to Land Lease Between the City of Dublin and U.S. Bank National Association
3) Ground Lease and First and Second Amendments

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE THIRD AMENDMENT TO LAND LEASE BETWEEN THE CITY OF DUBLIN AND U.S. BANK NATIONAL ASSOCIATION

WHEREAS, in May 2007 the City acquired the property formerly known as the Dublin Square Shopping Center located at 11759 Dublin Boulevard (APN 941-1560-007-01) for the development of Dublin Heritage Park and Museums; and

WHEREAS, by acquiring the property, the City became the landlord of U.S. Bank's Land Lease dated April 14, 1967, which was subsequently amended on May 9, 1990, and December 18, 2007; and

WHEREAS, the term of the lease is set to expire on October 31, 2022; and

WHEREAS, the City and U.S. Bank National Association desire to amend the Original Land Lease to extend the lease term by five years, adjust the rent to market rate, and clarify the process by which U.S. Bank will surrender the building and improvements to the City upon the expiration of the lease and at no cost to the City; and

WHEREAS, the City and U.S. Bank National Association have negotiated a Third Amendment to Land Lease, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Third Amendment to Land Lease Between the City of Dublin and U.S. Bank National Association.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 19th day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

THIRD AMENDMENT TO LAND LEASE

THIS THIRD AMENDMENT TO LAND LEASE (this "Amendment") is made effective as of July 19, 2022 (the "Effective Date"), by and between the **City of Dublin**, a California Municipal Government ("Lessor"), and **U.S. Bank National Association**, a national banking association ("Lessee").

RECITALS

A. Berkeley Land Company ("Original Lessor") and First National Bank of Pleasanton ("Original Lessee") entered into that certain Land Lease dated as of April 14, 1967 (the "Original Land Lease"), under which Original Lessor leased to Original Lessee, the real property located at the address commonly known as 11805 Dublin Boulevard, Dublin, California (APN 941-1560-007-01) and legally described in the Original Lease (the "Premises"). The Original Land Lease was subsequently extended by letter dated December 5, 1986.

B. Original Lessor and Community First National Bank, as successor-in-interest to Original Lessee, entered into that certain Lease Amendment dated as of May 9, 1990 (the "First Amendment").

C. Lessor succeeded to the interest of Original Lessor pursuant to that certain Assignment and Assumption of Leases dated May 9, 2007, under which Lessor acquired all of Original Lessor's right, title and interest in, to and under the Original Lease, as amended.

D. Lessor and Lessee subsequently entered into that certain Second Amendment to Land Lease dated as of December 18, 2007 (the "Second Amendment").

E. The Original Lease, the First Amendment and the Second Amendment shall hereinafter be collectively referred to as the "Lease".

F. The term of the Lease is set to expire on October 31, 2022, and Lessor and Lessee desire to amend the Lease to alter certain provisions thereof upon the terms and conditions set forth below.

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows.

1. **Term.** The term of this Lease shall be extended for an additional period of five (5) years commencing on November 1, 2022 and expiring on October 31, 2027 (the "Extended Term").

2. **Rent.** Commencing on November 1, 2022, Lessee shall pay to Lessor annual rent in the amount of One Hundred Nineteen Thousand Forty and 00/100 Dollars ($119,040.00) in advance in equal monthly installments of Nine Thousand Nine Hundred Twenty and 00/100 Dollars ($9,920.00).

3. **Directional Signage.** U.S. Bank shall have the right, at its sole cost and expense, to install directional signage on the Premises for purposes of directing the flow of traffic to, from and within the Premises.

4. **Surrender**. The parties deem Lessee to be the owner of the approximately 3,100 square foot building and improvements located on the Premises (the "Improvements") so long as the Lease remains in effect. Upon expiration of this Lease, Lessee shall surrender the Premises to Lessor and leave any Improvements in their as-is, where-is condition. Lessee, at its sole cost and expense, shall remove Lessee's signs, including directional signage, furniture, equipment (other than building service equipment, such as HVAC equipment), appliances, trade fixtures, personal property and inventory at the expiration of the Lease Term. The Improvements and the appurtenances thereto remaining upon the Premises after surrender thereof shall automatically become the property of the Lessor from and after the expiration of the Lease term. Upon the expiration of this Lease, or the sooner termination thereof, upon Lessor's written request, Lessee agrees to execute, acknowledge, and deliver to Lessor a proper instrument in writing drafted by Lessor, at its sole expense, releasing, and quitclaiming to Lessor all right, title, and interest of Lessee in and to the Premises and all improvements thereon. Notwithstanding anything herein to the contrary, Lessor must provide Lessee with written notice of any claim or demand relating to this Section or the surrender condition of the Premises on or before the thirtieth (30th) day after the earlier of the day on which (i) Lessee surrenders the Premises to Lessor, or (ii) the Lease term expires or the Lease otherwise terminates. If Lessor fails to provide such notice, Lessor shall be deemed to have waived all claims against Lessee for any damages that arise out of or money owed as a result of Lessee's surrender of the Premises. Nothing by way of this section is intended to relieve Lessee of its obligation to surrender the Premises at the expiration of the Lease Term. This Section 4, is intended to, and expressly does, replace and supersede Section 10, Option to Purchase Building of the Original Land Lease.

5. **Operating**. Notwithstanding anything to the contrary contained in the Lease, Lessee shall not be required to operate at the Premises and shall not be subject to any operating restrictions within any distance or geographic area surrounding the Premises.

6. **Self-Insurance.** Notwithstanding anything to the contrary contained in the Lease, Lessee shall have the right to self-insure, in whole or in part, for any insurance requirement contained in the Lease.

7. **Confidentiality.** Lessor acknowledges that Lessee is a federally regulated financial institution that must comply with the safeguards for customer information contained in the Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Gramm-Leach-Bliley Act. Lessee agrees to take reasonable measures to protect its confidential and proprietary information, including but not limited to Lessee's customer, commercial or technical information (collectively, "Confidential Information"). In certain situations contemplated under this Lease, Lessor may have access to the Premises and, therefore, to Lessee's Confidential Information. Lessor hereby agrees that it shall not reproduce or disclose any of Lessee's Confidential Information to any third party nor may it remove any such Confidential Information from the Premises. Notwithstanding anything to the contrary in this Lease, upon expiration of this Lease, if any Confidential Information remains on the Premises, Lessor shall either return the same to Lessee or destroy it. If Lessor or any of its representatives or agents breaches the covenants set forth in this paragraph, irreparable injury may result to Lessee or such third parties entrusting Confidential Information to Lessee. Therefore, Lessee's remedies at law may be inadequate and Lessee shall be entitled to seek an injunction to restrain any continuing breach. If Lessor or any of its agents knows or reasonably believes that any Confidential Information in Lessor's control has been stolen, disclosed, lost, or is unaccounted for (collectively, a "Disclosure"),

Lessor must immediately notify Lessee and take commercially reasonable measures to assist Lessee in determining the extent of the Disclosure.

8. **Authority.** Lessor and Lessee represent and warrant that each has all the necessary approvals and authority to enter into this Lease and shall indemnify and hold each other harmless for any breach of this representation and warranty.

9. **No Existing Defaults.** Lessor and Lessee represent and warrant that there are currently no defaults by either party under the Lease.

10. **Notices.** Any notices to Lessor and/or Lessee under this Lease must be in writing and must be hand-delivered, sent by prepaid certified mail or by reputable overnight courier addressed to the following, all other notice requests shall remain as stated herein:

Lessee:	U.S. Bank National Association Attn: Corporate Real Estate 800 Nicollet Mall, BC-MN-H15F Minneapolis, Minnesota 55402
With a copy to:	U.S. Bank National Association 800 Nicollet Mall, BC-MN-H21R Minneapolis, Minnesota 55402 Attn: Corporate Real Estate Counsel
Lessor:	City of Dublin 100 Civic Plaza Dublin, California 94568 Attn: Linda Smith, City Manager
With a copy to:	Meyers Nave 555 12th Street, Suite 1500 Oakland, California 94607 Attn: John D. Bakker, City Attorney

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. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

12. **Ratification.** All of the terms of the Lease, as amended hereby, are hereby ratified and confirmed.

13. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Lease.

14. **Entire Agreement**. This Amendment, together with the Original Land Lease contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the Parties with respect thereto.

[Space Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, LESSOR AND LESSEE have executed this Amendment on the date first above written.

LESSOR:

CITY OF DUBLIN,

A California Municipal Government

By: Linda Smith

Its: City Manager

LESSEE:

U.S. BANK NATIONAL ASSOCIATION,

a national banking association

By: Malik Cavallo

Its: SVP

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

5131431.1

LAND LEASE

THIS LAND LEASE, executed in duplicate at Pleasanton, California, on April 14, 1967 between BERKELEY LAND COMPANY, a corporation and THE FIRST NATIONAL BANK OF PLEASANTON, a corporation, hereafter called respectively the Lessor and Lessee, without regard to number or gender

IT IS AGREED between the parties hereto as follows

1 DESCRIPTION OF PREMISES The Lessor hereby leases to the Lessee the real property situated in the Dublin Square Shopping Center, on Dublin Boulevard, Dublin, Alameda County, California, 90 x 90 feet, more particularly described in Exhibit A attached hereto and made a part hereof

2 TERM AND RENT The term shall be for twenty (20) years commencing on the first day of October, 1967, at a total rent or sum of TWENTY-SIX THOUSAND THREE HUNDRED TWENTY-THREE and 20/100 DOLLARS ($26,323 20) lawful money of the United States, which sum shall be paid in installments as follows ONE HUNDRED NINE and 68/100 DOLLARS ($109 68) on October 1 1967, ONE HUNDRED NINE and 68/100 DOLLARS ($109 68) on the first day of each and every month thereafter until said total sum of TWENTY-SIX THOUSAND THREE HUNDRED TWENTY-THREE and 20/100 DOLLARS ($26,323 20) has been paid

3 CONDITIONS This lease is subject to the following conditions

(a) That Lessee receives the necessary permits authority and approval of all federal, state, county and municipal agencies having jurisdiction for the construction erection, maintenance and use of a commercial building on the real property described hereinabove

(b) That the Comptroller of the Currency of the United States, or other bank supervisory authority grant a permit to relocate the Branch of Lessee, now located at 11902 Dublin Boulevard, to the demised premises

Exhibit A

(c) That Lessor is able to secure the release from an existing deed of trust on the entire Dublin Square Shopping Center, as to the portion of said Shopping Center to be leased by Lessee, so that Lessee's leasehold interest will be prior, superior and paramount to the lien of any mortgage or deed of trust which may now or hereafter affect Lessor's fee interest in the leased property or any part thereof In the event Lessor is unable to obtain such a release this lease shall be null and void

If any of the foregoing governmental agencies should prohibit enjoin or penalize Lessee in the construction, erection, maintenance, or use of said premises by Lessee, Lessee shall have the option to treat this lease as null and void In the event Lessor is unable to obtain the release of the portion of the premises known as the Dublin Square Shopping Center described hereinabove, to be leased by Lessee, from the existing Deed of Trust on said premises so that Lessee's leasehold interest as contained herein shall be prior, superior and paramount to said deed of trust this lease shall be null and void Lessee shall give notice in writing to Lessor of any such election under this paragraph within thirty (30) days of the date that Lessee receives knowledge of the failure of any of the conditions contained herein Lessor agrees to give notice to Lessee in writing within sixty (60) days from the date of the execution of this lease as to whether or not the holder of said deed of trust will subordinate to Lessee's interest as contained herein

4 - CONSTRUCTION BY LESSEE

(a) Lessee shall at his sole cost and expense, construct on the demised premises, a bank building of 2 000 feet more or less, together with all necessary fixtures, and appurtenances Construction shall be diligently prosecuted to completion,

subject to delays covered herein below and delays consented to by Lessor Any prevention, delay or stoppage due to strikes, walkouts, labor disputes, acts of God inability to obtain labor or materials, or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Lessee, shall excuse performance by it for a period equal to any such prevention, delay or stoppage

(b) In the construction of said building, Lessee shall comply with all applicable Federal, State, County, and Municipal laws and rules and regulations of the departments and bureaus having jurisdiction thereof Lessor agrees that Lessee shall be permitted to connect with the existing sewer, water, and electric lines already on the property of the Lessor without charge

(c) It is agreed between Lessor and Lessee that the building to be constructed by Lessee on the land described herein shall remain the personal property of Lessee and shall not become a fixture

5. TITLE AND SUBORDINATION Lessor represents and warrants that it holds title to said real property and has authority to enter into the lease herein Lessee desires to obtain a title insurance policy with respect to its leasehold estate Title to Lessee's leasehold estate shall be delivered to it free and clear, excepting for covenants, conditions, restrictions, easements, rights and rights of way of record, all of which shall be subject to the approval of Lessee within fourteen (14) days after receipt of a preliminary title report on the above-described premises Title shall also be subject to current paid real property taxes Title insurance, if obtained by Lessee, shall be at its expense

6 TAXES Lessee shall in addition to all of the sums agreed to be paid by it under this lease, pay all real and personal property taxes that shall during the term of this lease be assessed against the demised premises Lessor and Lessee shall each initiate proceedings with the Assessor of the County of Alameda to segregate the demised premises from the area known as the Dublin Square, so that a separate tax bill will be received for the demised premises.

7 PARKING AREA It is understood and agreed that the Dublin Square Shopping Center is presently paved, lighted and marked with an adequate parking area That said parking area is operated and maintained by Lessor and is for the parking of automobiles of patrons of the Dublin Square Shopping Center, including Lessee. Lessee's patrons shall have the right to use the parking area of the Dublin Square Shopping Center for customer parking in addition to the portion of the Dublin Square Shopping Center that is leased by it herein Lessee's agents, employees and officers shall not use the Dublin Square Shopping Center except in the event that such an area may be set aside for such purpose by Lessor. ~~Nothing in this lease shall restrict or prohibit Lessee from imposing any fence or other barrier, including without limitation the erection of signs around the portion of the Dublin Square Shopping Center leased by it~~

Operating and maintenance costs for any and all existing parking areas as of the date of the execution of this lease shall be borne by Lessor and shall include without limitation labor, insurance taxes, materials, supplies and all other costs of operating and repairing, lighting cleaning, painting, removing of rubbish or debris policing and inspecting

8 USE Lessor shall not use, or permit or allow any other person to use any portion of the Dublin Square Shopping Center on which the demised premises are a part, for a bank

9. ASSIGNMENT AND SUBLETTING Lessee shall have the right to assign, mortgage or hypothecate this lease, or any interest in this lease, or permit the use of the premises by any person or persons other than Lessee, or sublet the premises or any part thereof, provided that in the event Lessee or its assigns should cease to conduct the operations of a bank on the designated premises, Lessor shall have the option to purchase Lessee's building in accordance with Paragraph 10 pertaining to option to purchase building. In the event Lessor does not elect to exercise its option to purchase Lessee's building, and Lessee is unable to assign or sublet said premises on reasonable terms for the purpose of a bank Lessee may assign or sublet all, or any part of said premises, providing such assignment or subletting is to a business that does not compete with an existing business in said Dublin Square Shopping Center. No part of the leased premises shall be sublet for a purpose which is unlawful, dangerous, noxious or offensive Any such assignment or subletting shall not be for the conduct of a business that would directly compete with that of another tenant in the Dublin Square Shopping Center. No such assignment or subletting shall operate to relieve the assigning party of any obligation or liability arising under the terms of this lease unless the other party hereto shall specifically agree in writing that such proposed assignment shall so release the assigning or subletting party

10. OPTION TO PURCHASE BUILDING: In the event Lessee should cease to conduct the operations of a bank on the demised premises, Lessee shall give written notice to Lessor Lessor, within thirty (30) days from the date of receipt of such written notice from Lessee, shall have the option to purchase the building at Lessee's unamortized costs In the event Lessor should purchase the building, this lease shall terminate In the event Lessor rejects said option to purchase, this lease shall continue

in full force and effect, and Lessee may assign or sublet in accordance with Paragraph 9 herein pertaining to assignment and subletting Lessor shall further have the option to purchase Lessee s building at Lessee's unamortized cost in the event of destruction or condemnation as provided in Paragraphs 12 and 13, should Lessee elect to terminate this lease under the provisions of said paragraphs In the event Lessor does not elect to exercise its option to purchase under said paragraphs Lessee shall have the right to sell or remove said building In such event if Lessee does not sell or remove said building, then it shall become the property of Lessor, and Lessor agrees to indemnify and save Lessee harmless from and against any and all claims arising from Lessee's failure to remove said building from said land by any person or to any property, and from and against all costs, expenses, and liabilities which may be incurred in or in connection with any such claim of proceeding brought thereon

Any such election by either party shall be made by written notice from one party to the other, on or before thirty (30) days after the date of the mutual agreed termination of the lease or the natural expiration of the term of the lease or the renewal if the option to renew is exercised by Lessee

11 UTILITIES Lessee shall pay for all water, gas, heat, electricity and power which, during the term of this lease may be furnished to or used on the demised premises

12 CONDEMNATION OF PREMISES In the event of any taking or damage of all or any part of the leased premises or the building, or any interest therein, by reason of any exercise of the power or eminent domain, whether by a condemnation proceeding or otherwise, or any transfer of all or any part or the leased premises or the building, or any interest therein, made in avoidance of an exercise of the power of eminent domain (all of the foregoing being hereafter referred to as appropriation) prior to or

during the term hereof (or any extension or renewal thereof) the rights and obligations of Lessor and Lessee with respect to such appropriation shall be as ~~hereafter provided.~~

In the event of any appropriation of all of the leased premises and building, this lease shall terminate as of the date of such appropriation.

In the event of an appropriation of less than all of the leased premises, this lease shall continue in full force and effect except as hereafter provided in this section The leased premises shall be reduced by the portion appropriated The total lease rental for the remainder of the term immediately prior to appropriation shall be abated in an amount which bears in the same ratio to such total lease rental as the amount of the entire award, including compensation, damages, and interest, if any made with respect to the appropriation (including any severance damages), bears to the value of the entire leased premises and building immediately prior to the appropriation If the appropriation shall either (i) render more than twenty per cent (20 %) of the total ground floor area of the building on the leased premises unavailable or untenantable, or (ii) substantially impair the use of the leased premises by Lessee then in either such case, Lessee shall have the right to elect to terminate this lease Any such election shall be made by written notice from Lessee to Lessor on or before thirty (30) days after the date of the appropriation

If this lease is terminated pursuant to this section, Lessee shall be entitled to the award for any improvements to the leased premises made by Lessee plus the award for the interest of Lessee in this lease

In the event of any appropriation of less than all of the leased premises and if this lease is not terminated pursuant to this section, Lessee shall be entitled to the award for

any improvements made by Lessee to the portion of the leased premises appropriated plus the award for the interest of Lessee Lessee shall have the right to elect to make any restoration of the remainder of the leased premises, necessitated by reason of the appropriation

13 DESTRUCTION OF PREMISES: In the event of a partial destruction of the said building during the said term, from any cause Lessee may at its option repair the same, but such partial destruction shall in no wise annul or void this lease, except that Lessee shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate deduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee in the said premises Lessee may, at its option, make such repairs within a reasonable time, but in no event more than six (6) months, this lease continuing in full force and effect and the rent to be proportionately rebated as aforesaid in this paragraph provided In the event that Lessee does not so elect to make such repairs which cannot be made in six (6) months or such repairs cannot be made under such laws and regulations this lease may be terminated at the option of either party

In respect to any partial destruction which Lessor is obligated to repair or may elect to repair under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4 of the Civil Code of the State of California are waived by Lessee

14 FIRE INSURANCE Lessor agrees that the proceeds of any fire and extended coverage insurance policy on which Lessee has insured said premises, shall be payable to Lessee, and Lessor waives the right to claim the proceeds of any portion thereof of any such insurance policies

15 LIABILITY INSURANCE This lease is made upon the

express condition that Lessor is to be free from all liability and claim for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee from any cause or causes whatsoever while in, upon, or in any way connected with the said leased land, except the sidewalks and/or parking area adjacent thereto during the term of this lease or any extension hereof or any occupancy hereunder Lessee hereby covenanting and agreeing to indemnify and save harmless Lessor from all liability loss cost, and obligations on account of or arising out of any such injuries or losses however occurring

Lessee further agrees to take out and keep in force during the life hereof at Lessee's expense public liability insurance to protect against any liability to the public incident to the use of or resulting from any accident occurring in or about said premises the liability under such insurance to be not less than $ 200,000 00 for any one person injured, or $ 200,000 00 for any one accident or $200 000 00 for property damage These policies shall insure the contingent liability of Lessor and Lessee agrees if Lessee does not keep such insurance in full force and effect the Lessor may take out the necessary insurance and pay the premium and the repaying thereof shall be deemed to be part of the rental and payment as such on the next day upon which rent becomes due

16 QUIET ENJOYMENT The Lessee upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term and during any extension or renewal term peaceably and quietly enjoy the leased property with free access thereto without any disturbance from the Lessor or from any other person claiming through the Lessor

17 LICENSES Lessee shall procure and pay for all

licenses and permits needed in connection with the operation of business, and shall keep the business open on all regular busine days

18 COMPLIANCE WITH LAWS The Lessee shall at is sole expense promptly comply with all present and future laws regulations or rules of any county state federal and other governmental authority and any bureau and department thereof whic may be applicable to the leased property The Lessee shall have the right after written notice to the Lessor to contest by appropriate legal proceedings diligently conducted in good faith the validity or application of any such law regulation or rule and to delay compliance therewith pending the prosecution of such proceedings, provided no civil or criminal liability would be in curred by the Lessor and no lien or charge would be imposed upon or satisfied out of the leased property by reason of such delay

19. ATTORNEY S FEES In the event of the bringing of any action by either party hereto as against the other hereon or hereunder, or by reason of the breach of any covenant or conditio on the part of the other party or arising out of this lease the and in that event the party in whose favor final judgment shall be entered shall be entitled to have and recover of and from the othe reasonable attorney's fees to be fixed by the court wherein such judgment shall be entered

20 NOTICE Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given as designated by such party in writing The Lessor hereby designates its address as BERKELEY LAND COMPANY 4550 San Pablo Avenue Oakland California 94608 The Lessee hereby designates its address as P O Box 220 Pleasanton California

21 OPTION TO RENEW Lessee is hereby granted an option to renew this lease for a further period of twenty (20)

years, from and after the expiration of the original term at a rental of ONE HUNDRED FIFTY-THREE and 56/100 DOLLARS ($153 56) pe month but otherwise upon the same terms and conditions as herein contained except the option to renew Written notice of Lessee's intention to renew this lease shall be given to Lessor at least sixty (60) days prior to the expiration of this lease

22 ARBITRATION In the event of any dispute between Lessor and Lessee relative to the provisions of this agreement they shall each select an arbitrator, the two arbitrators so selected shall select a third arbitrator and the three arbitrato so selected shall hear and determine the controversy and their decision thereon shall be final and binding upon both Lessor and Lessee, who shall bear the cost of such arbitration equally between them Upon notice by either party that he desires to have a matter arbitrated, the other party shall within five (5) days thereafter notify the party requesting such arbitration as to the name and address of his arbitrator The arbitration shal be heard and completed within thirty (30) days from the date the first notice of request to arbitrate was deposited in the United States mail or personally delivered to the other party

23 SUCCESSORS AND ASSIGNS This agreement shall binc and inure to the benefit of the successors assigns, personal representatives, heirs and legatees of the respective parties

IN WITNESS WHEREOF the parties have hereunto affixed their signatures the 14th day of April, 1967

BERKELEY LAND COMPANY
a corporation

By _____

By _____
LESSOR

THE FIRST NATIONAL BANK OF PLEASA
a corporation

By _____
President

By _____
Vice President & Cashier
L

LEASE AMENDMENT

THIS LEASE AMENDMENT to Lease executed on April 14, 1967, is executed in duplicate at Pleasanton, California this 9th day of May, 1990, between BERKELEY LAND COMPANY, a California Corporation, hereinafter referred to as Lessor, and COMMUNITY FIRST NATIONAL BANK, a Corporation, hereinafter referred to as Lessee

RECITALS

WHEREAS Lessor and Lessee have entered into a Lease dated April 14, 1967 for a portion of the real property in the Dublin Square Shopping Center more specifically identified in said Lease, and,

WHEREAS said Lease was extended by letter dated December 5, 1986 to and including October 31, 2007, and,

WHEREAS Lessor intends to make certain modifications to the Dublin Square Shopping Center to include, a fascia and signage upgrade of the center's exterior along with related parking lot, landscaping and lighting improvements that will significantly enhance the center's appearance, and

WHEREAS Lessee desires to expand its building by approximately one thousand one hundred (1,100) square feet on the parcel of land which is the subject of the Lease,

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows

1 Paragraph 2 shall be amended to add the following provisions

Upon completion of the expansion proposed by Lessee herein (which shall be defined as issuance of Certificate of Occupancy by the City of Dublin) Lessee shall pay to Lessor, in advance, at the address set out after the signature of Lessor or at such other place or places, a monthly rent of Nine Hundred Dollars ($900 00) to include payment in full for parking rights In addition, Lessee agrees to pay their pro-rata share of maintenance of common parking area, landscaping, and lighting, not to exceed $100 00 per month Said sum shall be due on the first day of each calendar month in lawful money of the United States of America

$1,000 rent

Notwithstanding the above, Lessor further agrees and acknowledges that said increased monthly rent herein described shall not commence until such time as Lessor has completed all phases of Lessor's proposed modification as outlined in the attached letter of January 12, 1990 by Elmer H. Hansen, to the Dublin Square Shopping Center, of which the subject property is a part Completion of Lessor's project and the concurrent commencement of monthly rental obligations shall be evidenced by final approval of the City of Dublin and recordation of a Notice of Completion by Lessor Lessor further agrees to complete its improvements on or before December 31, 1990

2 Building Expansion Paragraph 4 is hereby amended to add the following additional provisions

(d) Lessee shall be permitted to expand the existing bank building on the demised premises, at its sole cost and expense, to provide for up to an additional 1,100 square feet, more or less, together with all necessary fixtures and appurtenances -

Prior to commencing construction, Lessee shall obtain Lessor's approval of the plans therefor, prior to making such alteration, improvement, addition or change, which approval shall not unreasonably be withheld by Lessor Lessee, at Lessee's own expense, shall comply with all present and future governmental requirements relating to the leased property only, arising out of, in connection with, or necessitated by such alterations except as may otherwise be established herein

(e) Lessor agrees to cooperate fully with Lessee's planned expansion, pursuant to the provisions and obligation of both the Lease and this Lease Amendment Lessor agrees to cooperate with Lessee to obtain approval of the City of Dublin Lessor's cooperation shall include, but not be limited to the preparation of traffic engineering studies, application for variance(s) for parking, and such other items as may be required

by the City of Dublin

(f) Should the expansion proposed by Lessee herein fail to obtain the necessary City approval, the provisions of this Lease Amendment relating exclusively to the proposed expansion will be of no force or effect

3 Paragraph 9 shall be amended in its entirety to read as follows

9 Assignment and Subletting Lessee shall have the right to assign, mortgage or hypothecate this Lease, or any interest in this Lease, or permit the use of the premises by any person or persons other than Lessee, or sublet the premises or any part thereof No part of the leased premises shall be sublet for a purpose which is unlawful, dangerous, noxious or offensive Any such assignment or subletting shall not be for the conduct of a business that would directly compete with that of another tenant in the Dublin Square Shopping Center No such assignment or subletting shall operate to relieve the assigning party of any obligation or liability arising under the terms of this Lease unless the other party hereto shall specifically agree in writing that such proposed assignment shall so release the assigning or subletting party

4 Paragraph 10 shall be amended in its entirety to read as follows

10 Option to Purchase Building Lessor shall have the option to purchase Lessee's building at Lessee's unamortized cost in the event of destruction or condemnation as provided in Paragraphs 12 and 13, should Lessee elect to terminate this Lease under the provisions of said paragraphs In the event Lessor does not elect to exercise its option to purchase under said paragraphs, Lessee shall have the right to sell or remove said building In such event, if Lessee does not sell or remove said building, then it shall become the property of Lessor, and Lessor agrees to indemnify and save Lessee harmless from and against any and all claims arising from Lessee's failure to remove said building from said land by any person or to any property, and from and against all costs, expenses, and liabilities which may be incurred in or in connection with any such claim of proceeding brought thereon

Any such election by either party shall be made by written notice from one party to the other, on or before thirty (30) days after the date of the mutually agreed termination of the Lease or the natural expiration of the term of the Lease or the renewal if the option to renew is exercised by Lessee

5 Paragraph 21 shall be amended to add the following prov sion

Lessee is hereby granted and shall have, if not at the time in default under this Lease, an option to extend the term of the Lease for an additional period of fifteen (15) years only from October 31, 2007, but otherwise on the same terms, covenants, and conditions herein contained, provided however, that rent shall be adjusted to the then current fair market value as defined below Thereafter rent shall be subject to adjustment every three years to an amount equal to the lesser of (i) the change in the Consumer Price Index, or (ii) seven percent (7%) Lessee shall notify Lessor in writing not less than one hundred eighty (180) days in advance of the expiration of the then current term of its intent to extend this Lease

6 Fair Market Value "Fair Market Value" shall mean the fair market base rent as defined below, at the time or times in question for the premises, based on the prevailing rentals then being charged to tenants of ground leases in the general vicinity of the premises of comparable size, location, and under similar circumstances as the subject premises

7 Determination of Fair Market Value Lessor and Lessee shall endeavor to agree on the fair market value If they are unable to see agree within thirty (30) days after receipt by Lessor of Lessee's notice of exercise of its option to extend, Lessor and Lessee shall each designate a licensed real estate appraiser who is active in the leasing of office space in the general vicinity, and the two real estate appraisers shall mutually appoint a third appraiser similarly qualified The three appraisers shall then determine the fair market value by majority vote, and this determination shall be binding on the Lessor and Lessee Lessor and Lessee shall each bear the cost of its appraiser and shall share equally the cost of the third appraiser

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Amendment on the date first above written

BERKELEY LAND COMPANY,
A California Corporation

By _____

By _____

LESSOR

COMMUNITY FIRST NATIONAL BANK,
A Corporation

By. _____

By _____

LESSEE

SECOND AMENDMENT TO LAND LEASE

Dec THIS SECOND AMENDMENT TO LAND LEASE (the 'Amendment') is made as of ~~November~~ 18 2007, between **the City of Dublin** ("Landlord") and **U S Bank National Association**, a national banking association, formerly known as Community First National Bank ('Tenant')

A Pursuant to the LAND LEASE dated as of April 14, 1967 attached hereto as Exhibit A, and incorporated herein by reference, and amended May 9, 1990 through the LEASE AMENDMENT attached hereto as Exhibit B, and incorporated herein by reference (collectively, the "LEASE'), Tenant leases the real property situated in the Dublin Square Shopping Center, as more particularly described in the Lease (the 'Premises")

B The City of Dublin acquired fee title in and to the real property commonly referred to as the Dublin Square Shopping Center located at 11759 Dublin Boulevard City of Dublin, County of Alameda State of California, in May 2007 from Berkeley Land Co , through a Purchase and Sale Agreement Landlord and Berkeley Land Co , Inc also entered into an Assignment and Assumption of Leases' dated May 9, 2007, whereby City of Dublin became Landlord under LAND LEASE dated April 14, 1967 and LEASE AMENDMENT dated May 9, 1990, and City of Dublin was assigned, transferred, and conveyed all rights, title and interests as Landlord under LAND LEASE and LEASE AMENDMENT

C Landlord acquired the Premises and Dublin Square Shopping Center for a proposed project for expansion of the existing Historic Park (the 'Project')

D Landlord and Tenant desire to amend LEASE to alter certain provisions thereof on the terms and conditions hereinafter set forth

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows

1 **Rent** Commencing on November 1, 2007, annual rent shall be Forty Two Thousand and 00/100 Dollars ($42 000 00) payable in advance in equal monthly installments of Three Thousand Five Hundred and 00/100 Dollars ($3,500 00) Thereafter rent shall be subject to adjustment every three years beginning November 1, 2010, to an amount equal to the lesser of (i) the change in the San Francisco - Oakland Consumer Price Index For Urban Wage Earners and Clerical Workers as published by the United States Department of Labor – Bureau of Labor Statistics, August index (the total change in the CPI in the three year period, for example from November 1, 2007 to November 1 2010), or (ii) seven percent (7%) Should the Bureau cease to publish the San Francisco - Oakland Consumer Price Index For Urban Wage Earners and Clerical Workers, the parties shall agree in writing to a reasonable replacement index

2 **Historic Park Project** Landlord and Tenant acknowledge that Landlord plans to proceed with the Project within the Dublin Square Shopping Center, and immediately adjacent to the Premises, and change the area's usage from a retail area to a park area During the Project's construction Landlord agrees to make reasonable efforts to notify the Tenant of all construction activity which may affect the Tenant's use of the Premises This includes, but is not limited to, providing Tenant with site plans and work schedules for the areas immediately adjacent and affecting the Premises

3 **Parking** Section 7 of LEASE grants Tenant's patrons the reciprocal right to use the parking area at the Dublin Square Shopping Center in addition to the other tenants patrons of the shopping center Landlord agrees to provide, at all times during construction of Project and thereafter during the term of LEASE adequate parking stalls for the shared use of Tenant and park patrons as required under City's Zoning Ordinance and/or parking requirements for banks (1 space per 150 square fee of building space) In no event shall the number of parking stalls available to Tenant's patrons during regular business hours be less than twenty (20)

4 **Access** Currently there are three driveways providing access into and out of the Dublin Square Shopping Center The Project will eliminate the driveway from Donlon Way to the parking area Landlord agrees to maintain the two driveways nearest Tenant

5 **Authority** Landlord and Tenant represent and warrant that each has all the necessary approvals and authority to enter into this Amendment, and shall indemnify and hold each other harmless for any breach of this representation and warranty

6 **No Existing Defaults** Landlord and Tenant represent and warrant that there are currently no defaults by either party under the Lease

7 **Notices** Any notices to Landlord and/or Tenant under this Lease must be in writing and must be hand-delivered sent by prepaid certified mail or by reputable overnight courier addressed to the following, all other notice requests shall remain as stated herein

Tenant	U S Bank, National Association Corporate Real Estate 4480 Emerald Avenue Cincinnati, Ohio 45242 Attn Marsha Ward Lane, Vice President
With a copy to	U S Bank, National Association Attn Corporate Real Estate Counsel 800 Nicollet Mall BC-MN-H21R

Minneapolis MN 55402

Landlord City of Dublin
100 Civic Plaza
Dublin, California 94568
Attn Richard Ambrose City Manager

With a copy to Meyers, Nave Riback, Silver and Wilson
555 12th Street, Suite 1500
Oakland, California 94607
Attn Elizabeth H Silver City Attorney

8 **Counterparts** This Amendment may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute one and the same instrument Faxed signatures shall be considered originals

9 **Ratification** All of the terms of the LEASE, as amended hereby, are hereby ratified and confirmed All other terms of LEASE remain binding except where they contradict this Second Amendment which shall prevail

[Remainder of page intentionally left blank Signature page follows]

WHEREFORE Landlord and Tenant have executed this Amendment as of the date first above written

LANDLORD

By Janet Lockhart

Print Name JANET LOCKHART

Title MAYOR

TENANT

By Joe Ulrich

Print Name Joe Ulrich

Title V.P.

By Tara L Dawson

Print Name Tara L Dawson

Title Vice President

Agenda Item 4.12

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Boulevard Development Public Art
Prepared by: Shaun Chilkotowsky, Heritage & Cultural Arts Manager

EXECUTIVE SUMMARY:

The City Council will consider Dublin Crossing, LLC.'s proposal for public art at the Boulevard Development and the associated Public Art Installation and Maintenance Agreement.

STAFF RECOMMENDATION:

Approve the artworks and adopt the **Resolution** Approving a Public Art Installation and Maintenance Agreement with Dublin Crossing, LLC., for Public Art at the Boulevard Development.

FINANCIAL IMPACT:

This is developer-installed artwork. There is no impact on City funds. The developer's Public Art obligation is $2,720,401.

DESCRIPTION:

Background and Public Art Master Plan
Dublin Crossing, LLC. is the developer completing the multi-neighborhood residential development as part of the Dublin Crossing Specific Plan, commonly known as the Boulevard. The development is being constructed in five phases, with the public art obligation for all phases totaling more than $2.7 million. As part of the Site Development Review approved by the City Council, Dublin Crossing has elected to install public art on site.

Due to the size and complexity of the project, phased nature of construction, and high valuation of the obligation, Dublin Crossing completed the Boulevard Public Art Master Plan that the City Council approved in October 2017. That plan, included in Attachment 2, outlines locations, types of artworks, and artists.

Since the approval of the Boulevard Public Art Master Plan, Staff has been collaborating with the developer on project implementation. In July 2019, the Heritage and Cultural Arts Commission reviewed the developer-proposed artists and artworks. Following deliberation, the Commission voted unanimously to approve the artworks with considerations.

Design Proposals

The developer has proposed three monument sculptures and one functional artwork. The artists and proposals are included in Attachment 2.

The first two pieces are by artist Kevin Box of Santa Fe, New Mexico. Kevin Box has received numerous awards, including the Award of Excellence by the Structural Engineers Association of California, and his work is part of art collections worldwide. Mr. Box creates monumental metal sculptures that mimic delicate origami, the Japanese art of paper folding.

Mr. Box's Rising Peace will serve as a gateway monument opposite the Recreation Center. It will feature five orizuru, or paper cranes, stacked upon a natural boulder in an arch. Cranes are considered the most classic of origami designs and symbolize peace in Japan. Mr. Box will also create Iron Horses, a trio of monumental origami horses in white, black, and natural bronze, to serve as a gateway to the Iron Horse Trail.

The next piece is by artist David Duskin of Petaluma, California. Mr. Duskin is a trained artist, blacksmith, metal fabricator, and instructor at the Academy of Art University in San Francisco. The artwork, titled *"Each Other,"* are two inflated cor-ten steel sculptures with textured planes and vertical engravings. The columns are created using an unusual heating technique and inflating the steel to create a balloon-like effect. Standing at approximately 14 feet tall, these two pieces will be located in a pocket park near the intersection of Arnold Road and Central Parkway.

The last piece is by artist Tyler Van Der Stappen of Ogden, Utah. The piece features a corkscrew-like bike rack that will be located outside of the Boulevard Recreation Center. The bike rack will resemble a wine cork with a spiral corkscrew upon which bikes can be locked. Mr. Van Der Stappen's original proposal also included a series of public art benches that the Heritage and Cultural Arts Commission appreciated but had concerns about how diverse cultures could perceive the designs. Following research on the proposed hand positions that were creating the bases for the functional benches, these proposals have been omitted from the final proposal.

Staff Review and Community Outreach

Designs have been reviewed internally by the Planning Division and Public Art Staff. Staff has no concerns with the safety or design of the proposed artworks. Complete structural design and permitting will be required before fabrication and installation.

As specified in the City's Public Art Master Plan, members of the public were invited to participate in the review and selection of artists and artworks. In June 2019, the developer hosted a public reception where the public met with the artists to view renderings and maquettes of the proposed artworks. Approximately 75 people attended the reception, and all feedback was positive.

Installation and Maintenance Agreement

As part of the Site Development Review process, a condition of approval is established to ensure the requirements of the Public Art Ordinance are met. Furthermore, on private developments that choose to install public art on site, the City and Developer enter into a Public Art Installation and Maintenance Agreement (Attachment 2). The agreement will ensure the art is installed as proposed and the Developer is familiar with the maintenance requirements that must be conducted for the life of the art.

The Public Art Installation and Maintenance Agreement also details the public art obligation. For this project, the total obligation is $2,720,401, of which $750,000 has been satisfied in the form of cash contributions to the City, insurance and maintenance endowments to the Boulevard Homeowners Association, and a cash contribution for the inclusion of the Don Biddle Bust at the future Don Biddle Community Park.

Furthermore, the Public Art Installation and Maintenance Agreement establishes an agreed-upon installation timeline. The City and Dublin Crossing desire to have all artworks completed and installed prior to occupancy of the 1,500th unit. As of June 30, 2022, 983 of the planned 1,758 units have been completed. Should the artworks not be done before the completion of the 1,500th unit, Dublin Crossing will be required to obtain faithful performance labor and material bonds to ensure the artworks are completed as proposed.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of the Staff Report was provided to Dublin Crossing, LLC.

ATTACHMENTS:

1) Resolution Approving a Public Art Installation and Maintenance Agreement with Dublin Crossing, LLC., for Public Art at the Boulevard Development.
2) Exhibit A to the Resolution – Public Art Installation and a Maintenance Agreement with Dublin Crossing, LLC., for Public Art at the Boulevard Development.

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A PUBLIC ART INSTALLATION AND MAINTENANCE AGREEMENT WITH DUBLIN CROSSING, LLC., FOR PUBLIC ART AT THE BOULEVARD DEVELOPMENT

WHEREAS, Dublin Crossing, LLC., ("Developer") is currently developing a multi-phased development of up to 1,995 residential units known as Boulevard; and

WHEREAS, Developer is required under Dublin's Public Art Ordinance, Municipal Code sections 8.58.060(A) and 8.58.070(D), to install public art approved by the City Council and enter into a Public Art Installation and Maintenance Agreement; and

WHEREAS, on October 17, 2017, the City Council approved Developer's Public Art Master Plan that outlined potential artists and locations for public art; and

WHEREAS, on July 11, 2019, the Heritage and Cultural Arts Commission reviewed the Developers public art proposal and voted unanimously to recommend the artworks to the City Council; and

WHEREAS, upon recommendation by the Heritage and Cultural Arts Commission, on July 19, 2022, the City Council approved Developer's proposed public artworks by artists Kevin Box, David Duskin, and Tyler Van Der Stappen; and

WHEREAS, Developer has entered into contracts with the selected artists to complete the approved artwork; and

WHEREAS, Developer is prepared to install the completed artwork as required and as outlined in the Public Art Installation and Maintenance Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does herby approve the artworks as proposed and approve the Public Art Installation and Maintenance Agreement with Dublin Crossing, LLC., attached hereto as **Exhibit A,** and authorizes the City Manager to execute the Agreement and make any necessary, non-substantive changes that carry out the intent of this Resolution.

{Signatures on the follow page}

PASSED, APPROVED AND ADOPTED this 19th day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

PUBLIC ART INSTALLATION AND MAINTENANCE AGREEMENT FOR THE PUBLIC ART AT THE BOULEVARD DEVELOPMENT

This PUBLIC ART INSTALLATION AND MAINTENANCE AGREEMENT (this "**Agreement**") is dated as of July 19, 2022 (the "**Effective Date**"), and is entered into between the City of Dublin, a California municipal corporation ("**City**"), and Dublin Crossing, LLC, a Delaware limited liability company ("**Developer**"), and Boulevard Master Owners Association, a California nonprofit mutual benefit corporation ("**Association**"). City, Developer, and Association may be referred to individually as a "Party" or collectively as the "Parties." City and Developer enter into this Agreement with reference to the following recitals of fact (each, a "**Recital**"):

RECITALS

A. Developer and Association are the owners of certain real property located in the City of Dublin, State of California, and commonly referred to as "**Boulevard**". Boulevard is generally located between Scarlett Drive to the West, Dublin Boulevard to the South, Arnold Road to the East and 5th Street to the North (APN: 986-0001-20 and a portion of APN 986-0001-15) (the "**Property**").

B. Developer is currently developing a multi-phased development comprised of up to 1,995 residential units and 35 acres of public parkland (the "**Project**").

C. On June 14, 2016, the City's Planning Commission approved Resolution 16-10, which approved a Site Development Review permit ("**SDR**") for Phases 1A and 1B of the Project. Condition #16 of the SDR Permit (the "**Phase 1A-1B Condition**") requires Developer to acquire and install a public art project in accordance with Chapter 8.58 of the City Municipal Code valued at a minimum of 0.5% of the building valuation (exclusive of land) for the entire Project ($2,720,401.25), and prior to occupancy of the first unit, (a) prepare a Public Art Master Plan for the entire Project area ("**Boulevard Public Art Master Plan**") and (b) execute an agreement that sets forth the ownership, maintenance responsibilities and insurance coverage for the public art project.

D. On May 9, 2017, the City's Planning Commission approved Resolution 17-05, which approved a SDR permit for Phases 2 and 3 of the Project. Condition #16 of the SDR Permit (the "**Phase 2-3 Condition**") requires Developer to acquire and install a public art project in accordance with Chapter 8.58 of the City Municipal Code valued at a minimum of 0.5% of the building valuation (exclusive of land) for the entire Project, and prior to occupancy of the first unit in each neighborhood, install public art in accordance with the Boulevard Public Art Master Plan. For Phases 2-3, the total Public Art valuation is $1,125,178.23.

E. On September 14, 2017, the City's Heritage and Cultural Arts Commission reviewed the Boulevard Public Art Master Plan and recommended approval to the City Council. The Boulevard Public Art Master Plan consists of various functional art pieces, benches, bike racks, shade structure, located at the entrance to the recreation center, entry and various pocket parks (collectively the "**Public Art**"),

F. On October 17, 2017 the City Council reviewed and approved the Boulevard Public Art Master Plan, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

G. On March 20, 2018 the City requested and the Developer provided a contribution in the amount of $250,000.00 for the City's Don Biddle Bust and Veteran Art Project at Don Biddle Community Park, with the intent that this contribution shall apply to the Developer's total public art obligations. This

request was fulfilled with a $200,000 cash contribution paid to the City for the Veterans Art and $50,000 paid to artist Steven Whyte for the Don Biddle Bust.

H. On May 8, 2018, the City's Planning Commission approved Resolution 18-12, which approved a SDR permit for Phases 4 and 5 of the Project. Condition #16 of the SDR Permit (the "**Phase 4-5 Condition**") requires Developer to acquire and install a public art project in accordance with Chapter 8.58 of the City Municipal Code valued at a minimum of 0.5% of the building valuation (exclusive of land) for the entire Project, and prior to occupancy of the last unit in each neighborhood, install public art in accordance with the Public Art Master Plan. For Phases 4-5, the total Public Art valuation is $898,857.68.

I. Developer's total public art obligation for the entire Project is $2,720,401.25 ("**Total Obligation**"). To date, Developer has satisfied $750,000.00 of its Total Obligation, including $500,000.00 in form of insurance and maintenance endowments paid to the Association, plus the $250,000.00 pursuant to Recital G above. The remainder of the Total Obligation, $1,970,401.25, shall be installed throughout the Project area, expended pursuant to Section 8.58.060 of the Dublin Municipal Code, and/or contributed as a monetary payment to the City pursuant to the terms of this Agreement and the Boulevard Public Art Master Plan.

J. All public art installations are subject to approval by the City Council upon recommendation by the Heritage and Cultural Arts Commission.

K. On July 11, 2019, the City's Heritage and Cultural Arts Commission reviewed the proposed Public Art designs for the Project and recommended approval to the City Council.

L. On July 19, 2022 the City Council adopted Resolution XX-22, approving the Public Art designs for the Project. The Public Art to be installed pursuant to the Boulevard Public Art Master Plan shall be installed in the locations specified in **Exhibit B**, attached hereto and incorporated herein.

M. Conditioned on the written approval by Association, which shall not be unreasonably withheld, conditioned or delayed, Developer shall enter into separate public art agreements (each, an "**Artist Agreement**") with David Duskin, Kevin Box, and Tyler van der Stappen, each a sole proprietor (each, an "**Artist**"). Under each Artist Agreement, the Artist shall design, fabricate, and install public art on the Property. Each Artist Agreement will contain maintenance provisions, warranties, standards, and releases. A copy of the Artist Agreements is attached hereto and incorporated herein as **Exhibit C**.

N. The Parties desire to enter into this Agreement to memorialize City's approval of the Public Art. Further, compliance with this Agreement is intended to fully satisfy the Phase 1A-1B Condition, Phase 2-3 Condition, and Phase 4-5 Condition (hereafter, the "Conditions") and the Developer's public art obligation under Chapter 8.58 of the Dublin Municipal Code.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES AND COVENANTS OF CITY, DEVELOPER, AND ASSOCIATION SET FORTH IN THIS AGREEMENT, CITY, DEVELOPER, AND ASSOCIATION AGREE, AS FOLLOWS:

TERMS AND CONDITIONS

1. PUBLIC ART INSTALLATION, OWNERSHIP, AND MAINTENANCE

1.1 Installation and City Manager Determination. Developer shall cause the Public Art to be installed on the Property prior to the occupancy of the 1,500th unit at the locations set forth on **Exhibit B**. Within Ten (10) working days of notice of the installation, the City Manager, or his/her designee, shall

determine if the Public Art has been completed in a satisfactory manner, which determination shall not be unreasonably withheld, conditioned or delayed and shall be made if the Public Art is in compliance with this Agreement, and the applicable Artist Agreements, and if such determination cannot be made, the City Manager shall provide written notice to Developer, pursuant to Section 2.2 herein, specifying the corrective work needed for compliance within this ten (10) day time period. In the event that corrective work is required to bring the Public Art into compliance, Developer shall notify City upon completion of the corrective work pursuant to Section 2.2, and the City Manager will again be permitted ten (10) days to inspect the work as provided in this section. If written notice of the City Manager's approval of the Public Art and/or approval of any corrective work needed is not timely provided to Developer, pursuant to Section 2.2 herein, the Public Art shall be deemed approved and completed to the City Manager's satisfaction, and certificates of occupancy shall not be withheld for failure to satisfy the Condition.

1.2 Security.

1.2.1 If the installation of the Public Art will not take place prior to occupancy of the 1,500th unit, Developer shall furnish City with the following security in a form satisfactory to the City Attorney for the installation of Public Art.

(a) Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in **Exhibit D** and sufficient to assure City that the Public Art will be satisfactorily installed.

(b) Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one-hundred percent (100%) of the estimate set forth in **Exhibit D** and sufficient to assure City that persons furnishing labor, materials, or equipment shall be paid therefore.

(c) City shall be the sole indemnitee named on any security required by this Agreement.

(d) Within fifteen (15) calendar days of notice of the installation, the City Manager, or his/her designee, shall determine if the Public Art has been completed and installed in a satisfactory manner, which determination shall not be unreasonably withheld, conditioned or delayed and shall be made if the Public Art is in substantial compliance with compliance with this Agreement, and the applicable Artist Agreements, as applicable. The security set forth in this Section 1.2 shall be released upon such determination. If such determination cannot be made, the City Manager shall provide written notice to pursuant to Section 2.2 specifying the corrective work needed for compliance within this fifteen (15) day time period. In the event that corrective work is required to bring the Public Art into compliance, Developer will notify the City upon completion of the corrective work, and the City Manager will again be permitted fifteen (15) days to inspect the work as provided in this paragraph. If written notice of the City Manager's approval of the Public Art and/or approval of any corrective work needed is not timely provided, pursuant to Section 2.2 herein, the Public Art shall be deemed approved and completed to the City Manager's satisfaction, and the security set forth in this Section 1.2 shall be released.

1.3 Monetary Payment. Within 30 days of City's approval or deemed approval, as set forth in Section 1.1 or 1.2.1(d) above, Developer shall satisfy any remaining amount of its Total Obligation by making a monetary payment directly to the City.

1.4 Ownership and Association's Maintenance. Following City's approval or deemed approval, as set forth in Section 1.1 or 1.2.1(d) above, Association shall accept the Public Art from the

Artist. Thereafter, Association shall own and maintain the Public Art, at its sole cost and expense, in good repair and condition and in accordance with the general maintenance plan prepared by the Artist under terms set forth in the applicable Artist Agreement. Association shall use reasonable efforts to maintain the Public Art in good repair and condition. If the Public Art suffers deterioration due to any cause other than Association's failure to maintain the Public Art, then Association and City shall meet and confer in good faith to determine whether to: (a) replace any portion of the Public Art, (b) translate any component into new media, or (c) restore the Public Art.

1.5 Destruction and Replacement of Public Art. The anticipated life span of the Public Art is a minimum of twenty-five (25) years from the date of approval or deemed approval by City, as set forth in Section 1.1 or 1.2.1 (d) above. After that time, Association may, in consultation with City, re-evaluate the Public Art to determine if it retains its identity as a work of art and, if not, whether to take appropriate action, including the possibility of destroying the Public Art. In the event that Association, in consultation with City, determines that the Public Art does not retain its identity as a work of art and Association wishes to destroy the Public Art, Association must replace the Public Art with art of similar value, adjusted for inflation ("**Replacement Art**"). Any proposed Replacement Art must be approved by City prior to the destruction of the Public Art.

1.6 City's Maintenance Option. In the event that Association fails to maintain the Public Art in accordance with this Agreement, City shall provide written notice of such condition pursuant to Section 2.2. In the event that Association fails to cure or commence to cure the condition within thirty (30) days following receipt of such notice, City shall have the right, but not the obligation, to perform all acts necessary to cure such condition (or to pursue such other remedy available to City), including without limitation the right to access the Public Art, and to receive from Association the City's reasonable costs for such action.

1.7 Modifications; Relocation. Association intends to display the Public Art as originally created by each Artist at the locations set forth on **Exhibit B**. Notwithstanding the foregoing, Association may make minor modifications to the Public Art and/or relocate the Public Art with the consent of City which shall not be unreasonably withheld, conditioned, or delayed.

1.8 Visual Barriers. The Parties agree that no structures or visual barriers of any kind that impair or impede the public's ability to view the Public Art shall be constructed or maintained on or adjacent to the Public Art, nor shall the Parties do anything that shall prevent, impair, or discourage the public's ability to view the Public Art.

1.9 Insurance. Developer and Artist are required to secure and maintain insurance during the fabrication and installation phases of the Public Art as set forth further in the Artist Agreement. Developer shall provide City with verification of the required insurance under the Artist Agreement. In addition, Association shall obtain and maintain in effect a combined single limit policy of liability insurance not less than one million dollars ($1,000,000) covering the Public Art once it is placed, with insurers with a Bests' rating of no less than A:VII and shall name City as an additional insured on such policy. An endorsement must state that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage. Any failure of Developer or Association to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers. Developer and Association shall notify City, pursuant to Section 2.2, within fourteen (14) days of notification from Developer's or Association's respective insurer if such coverage is suspended, voided or reduced in coverage or in limits.

1.10 Satisfaction of the Condition. City agrees that compliance with this Agreement shall fully satisfy the Condition. Provided Developer is in substantial compliance with this Agreement and has otherwise fulfilled any non-Public Art-related requirements, City may not withhold issuance of the Project's building permits and/or certificates of occupancy, including but not limited to the 1,500th certificate of occupancy for the Project.

2. GENERAL PROVISIONS

2.1 Incorporation of Recitals. The Recitals set forth above are true and correct and incorporated into this Agreement by reference.

2.2 Notices, Demands and Communications Between the Parties.

2.2.1 **Delivery**. Any and all notices submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper if in writing and dispatched by messenger for immediate personal delivery, nationally recognized overnight (one business day) courier (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party, as designated in this Section. Notices may be sent in the same manner to such other addresses as the Parties may from time to time designate by notice in accordance with this Section. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, one business day after delivery to a nationally recognized overnight carrier or two (2) calendar days after it is placed in the United States mail in accordance with this Section 2.2.1. Any attorney representing a Party may give any notice on behalf of such Party.

2.2.2 **Addresses**. The notice addresses for the Parties, as of the Effective Date, are as follows:

Developer:

Dublin Crossing, LLC,
12657 Alcosta Blvd. Suite 250
San Ramon, CA 94583
Attn: Josh Roden
josh.roden@brookfieldpropertiesdevelopment.com

Association:

Boulevard Master Owners Association
c/o Associa Northern California
4305 Hacienda Drive, Suite 140
Pleasanton, CA 94588
Attn: Evette Pope
Email: evette.pope@associa.us

City:

City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attn: City Manager
Email: city.manager@dublin.ca.gov

With a copy to:

Meyers Nave
1999 Harrison St., 9th Floor
Oakland, CA 94607

DocuSign Envelope ID: F9F84C8E-D529-45EA-A165-603C3976224D

Attn: John D. Bakker, Esq.
Email: jbakker@meyersnave.com

2.3 Relationship of Parties. The Parties each intend and agree that City, Developer, and Association are independent entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

2.4 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages.

2.5 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same default or the same rights or remedies for any other default by the other Party or Parties.

2.6 Principles of Interpretation. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words “include” and “including” in this Agreement shall be construed to be followed by the words: “without limitation.” Each collective noun in this Agreement shall be interpreted as if followed by the words “(or any part of it),” except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word “or” in this Agreement includes the word “and.” Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

2.7 Governing Law. The procedural and substantive laws of California shall govern the interpretation and enforcement of this Agreement, without application of conflicts or choice of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County of Alameda, State of California. All legal actions arising from this Agreement shall be filed in the Superior Court of California in and for the County of Alameda or in the United States District Court with jurisdiction in Alameda County.

2.8 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any Party or give any third person any right of subrogation or action over or against any Party.

2.9 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

2.10 Legal Costs. In the event that a Party brings an action to enforce this Agreement or otherwise arising out of this Agreement, the prevailing Party in such action shall be entitled to recover from the other Party its Legal Costs. As used in this section, the term "Legal Costs" is hereby defined as all reasonable costs and expenses such Party incurs in any legal proceeding, or other matter for which such Party is entitled to be reimbursed for its Legal Costs, including reasonable attorneys’ fees, court costs and expenses and consultant and expert witness fees and expenses.

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2.11 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to all or any portion of the Public Art.

2.12 Waivers and Amendments. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the appropriate authorities of the Parties. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

2.13 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, which shall not be unreasonably withheld, conditioned or delayed. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

2.14 Successors and Assigns. All references to Developer in this Agreement shall be deemed to refer to and include Dublin Crossing, LLC, a Delaware limited liability company, and all of its successors and assigns.

2.15 Survival of Agreement. All provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution and limitations on damages or remedies shall survive any expiration or termination of this Agreement.

2.16 Counterparts. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one agreement, binding on all Parties, even though all Parties are not signatory to the same counterpart. The Parties agree to accept signed copies of this Agreement transmitted by electronic facsimile copies as original documents. The Parties acknowledge that copies of this Assignment may be transmitted by a Party over the Internet and printed by the recipient and that the printed document may contain different type styles and type sizes, different pagination and different formatting that the original copy of the Assignment in the possession of the Party sending the Assignment. The Parties agree that any such copies of this Assignment shall be accepted by the Parties as true and correct originals of the Assignment so long as the actual text of the Assignment remains the same. This Agreement constitutes the entire understanding and Agreement of the Parties regarding the subject matter of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have signed this Agreement by and through the signatures of their respective authorized representative(s) as follow:

CITY:

CITY OF DUBLIN,
a California municipal corporation

By:_____

Name: Linda Smith

Title: City Manager

ATTEST:

By:_____

Name: Marsha Moore

Title: City Clerk

APPROVED AS TO FORM:

By:_____

Name:_____

Title: City Attorney

DEVELOPER:

Dublin Crossing, LLC,
a Delaware limited liability company

By: BrookCal Dublin, LLC, Member
a Delaware Limited Liability Company

By: DocuSigned by: 79D286D252DB465...

Name: Josh Roden

Title: President

By: DocuSigned by: Gonzalo Rodriguez 8E38E8187C7F4E7...

Name: Gonzalo Rodriguez

Title: Vice President

By: SPIC Dublin, LLC,
a Delaware Limited Liability Company

Standard Pacific Investment, LLC, Sole Member
a Delaware Limited Liability Company
(as successor-in-interest by conversion to Standard Pacific Investment Corp)

By: DocuSigned by: Bridgit Koller 66D0124DBD994CC...

Name: Bridgit Koller

Title: Vice President

ASSOCIATION:

Boulevard Master Owners Association
a California nonprofit mutual benefit corporation

By: DocuSigned by: Evette Pope 10A6120DE8FA4A0...

Name: Evette Pope

Title: General Manager

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EXHIBIT A

Boulevard Public Art Master Plan

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BOULEVARD

Art Master Plan

Brookfield Residential

CalAtlantic Homes℠

Gates +Associates Landscape Architecture

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INTRODUCTION

art[1]

/ärt/

noun

1. the expression or application of human creative skill and imagination, typically in a visual form such as painting or sculpture, producing works to be appreciated primarily for their beauty or emotional power.
   "the art of the Renaissance"
   synonyms: fine art, artwork
   "he studied art"
2. the various branches of creative activity, such as painting, music, literature, and dance.
   "the visual arts"

Translations, word origin, and more definitions

Public art is not an art *"FORM."* Its size can be huge or small. It can tower 50 high or call attention to the paving beneath your feet. Its shape can be abstract or realistic or both, and it may be cast, carved, built, assembled, or painted. It can be site-specific or stand in contrast to its surroundings. What distinguishes public art is the unique association of how it is made, where it is, and what it means. Public art can express community values, enhance our environment, transform a landscape, heighten our awareness, or question our assumptions. Placed in public sites, this art is there for everyone, a form of collective community expression. **PUBLIC ART** is a reflection of how we see the world – the artist's response to our time and place combined with our own sense of who we are.

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CITY GOALS

PUBLIC ART PROGRAM GOALS

Establish and enhance pedestrian friendly public spaces such as parks, plazas, pathways, public restrooms, parking lots and other places where people gather.

Strengthen the unique character of individual neighborhoods, business districts and transit corridors with artwork that relates to the site's purpose, history and natural environment.

Provide numerous opportunities for Dublin's citizens to gain a deeper understanding and appreciation for visual art.

Enhance the City's identity and regional image by actively promoting Dublin's unique public art collection.

Encourage the creation of artworks that are integrated into the City's built environment, including signage, gateways, sidewalks, bus stops, bollards, parking structures, crosswalks and other public amenities.

Ensure community support for the artworks through public participation in artist selection and artwork development.

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BOULEVARD VISION

Boulevard is a master-planned community buzzing with life in the heart of Dublin and walking distance to the Dublin/Pleasanton BART Station. It is also conveniently located near local eateries, shopping, entertainment and the 580/680 freeway interchange.

Our vision is for Boulevard to be Northern California's destination for vibrant living. Boulevard will be an active, urban community comprised of single-family homes, penthouses, flats, townhomes, and condos. Here, residents will connect and mingle in dynamic social spaces, pedestrian-friendly streets, a walk/bike trail, a Recreation Center with Co-Working Spaces, and 15 uniquely themed neighborhood parks also known as the following Pocket Parks:

- The Lounge
- The Well
- The Playground
- The Office
- The Library
- The Kitchen
- The Gym
- The Town Square
- The Lawn
- The Track
- The Retreat
- The Garden
- The Dog House
- The Hangout
- The Gallery

Our Public Art locations were selected based upon the best pedestrian interface potential and highest visibility. Nestled throughout the community, the public art pieces will aspire to add visual interest as well as dialog in bringing people together. The Bike Rack Art is both form and functional with the hope to encourage cycling throughout the community which may foster a greener and healthier lifestyle.

Our master plan includes an intended donation to the City of Dublin toward the Veteran's Memorial Artwork, currently planned in our Community Park. This donation will require future City Council approval.

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PUBLIC ART SELECTION PROCESS

DEVELOPER SELECTION OF ARTISTS
The Developer Selection Committee reviews the qualifications of up to 20 artists.

PUBLIC REVIEW OF DESIGNS
An outreach meeting will be convened at a local and public event that allows for the public to review and comment on the concepts in detail, sample renderings and maquette.

HERITAGE AND CULTURAL ARTS COMMISSION MEETING
The Heritage and Cultural Arts Commission reviews the outcome of the Public Review meeting. The Heritage and Cultural Arts Commission reviews projects based on whether or not they meet the goals and criteria identified in the Public Art Master Plan. Artists are required to attend the Heritage and Cultural Arts Commission Meeting and are expected to briefly present their concept, material samples renderings and maquette. The Heritage and Cultural Arts Commission will make a recommendation to the City Council to accept one design.

CITY COUNCIL REVIEW
City Council will review the proposed design recommended by the Heritage and Cultural Arts Commission. The Artist is required to attend the City Council meeting. The Artist will be notified in advance if City Council requests a presentation. In many cases, the Artists is present only to answer questions from the City Council regarding the proposal. The City Council approves design proposals and artist contracts.

ADDITIONAL LOCATIONS
With any remaining funds available, the developer may opt to add Public Art in the additional locations or pay the remaining amount in the form of an in-lieu fee to the City after the completion of the six approved locations.

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DEVELOPER FINANCIAL OBLIGATION

PUBLIC ART DEVELOPER FINANCIAL OBLIGATION

	PHASE	BUILDING VALUATION	PUBLIC ART VALUATION (0.5% of Building Valuation)
N1-N6	1	$139,273,068.00	**$696,365.34**
N7-N18	2-3	$225,035,646.00	**$1,125,178.23**
N19-N24	4-5	$179,771,535.00	**$898,857.68**

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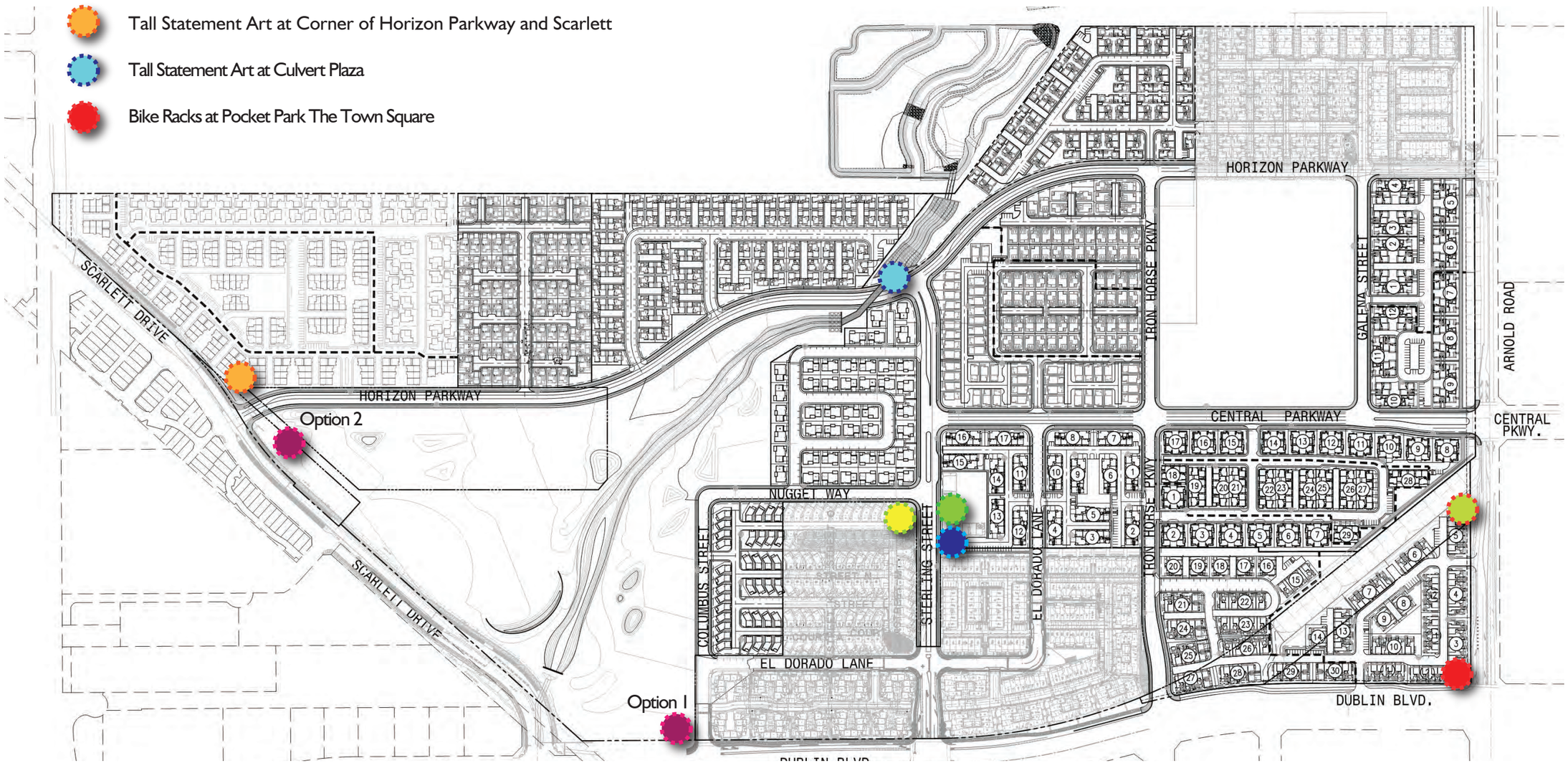
- Benches and Bike Racks at Rec Center Plaza
- Tall Statement Art at Pedestrian Corridor
- Tall Statement Art at Pocket Park The Gallery
- Shade Structure and Bike Racks at Pocket Park The Office
- Veteran's Memorial in 30-acre Public Park
- Tall Statement Art at Corner of Horizon Parkway and Scarlett
- Tall Statement Art at Culvert Plaza
- Bike Racks at Pocket Park The Town Square



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LOCATIONS

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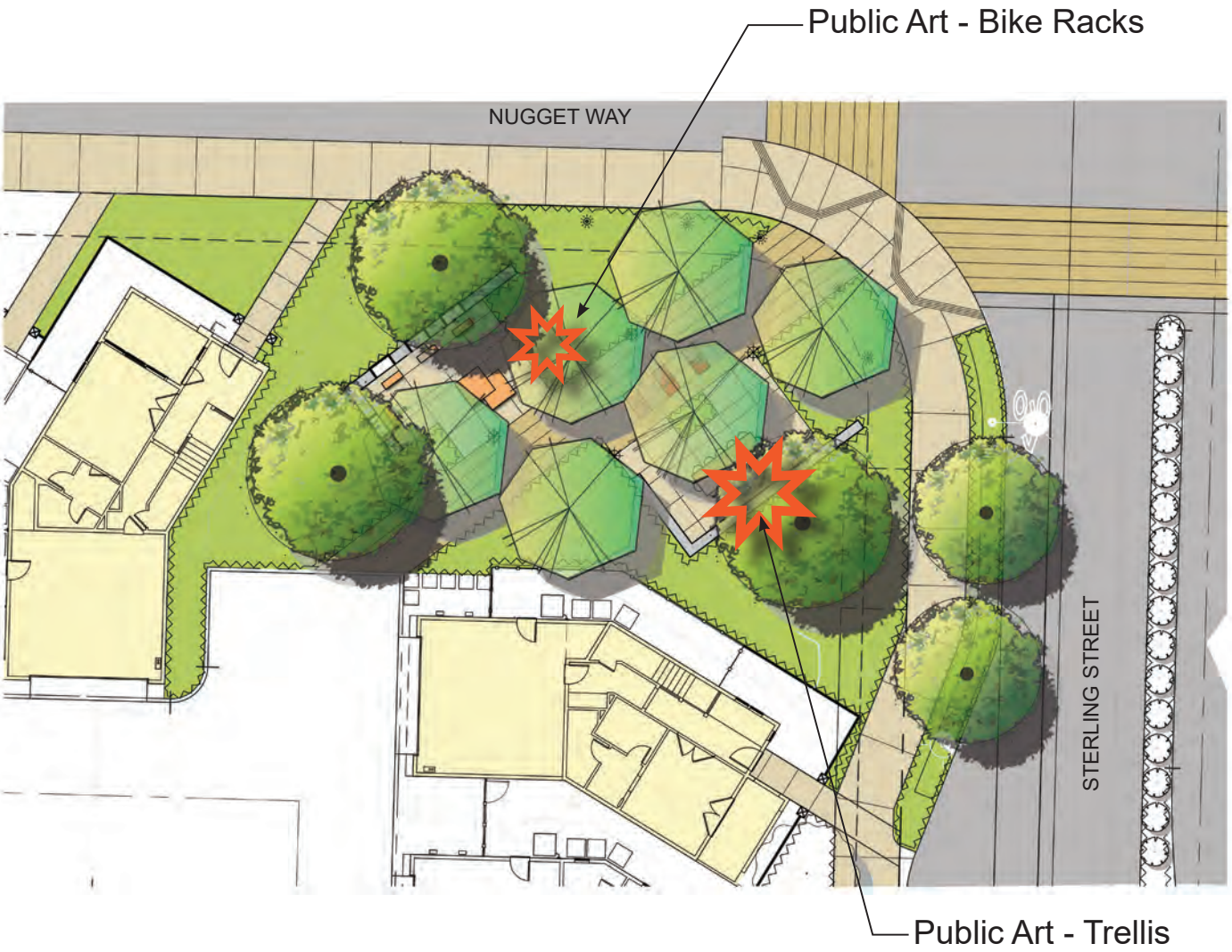
THE OFFICE-POCKET PARK



OVERALL

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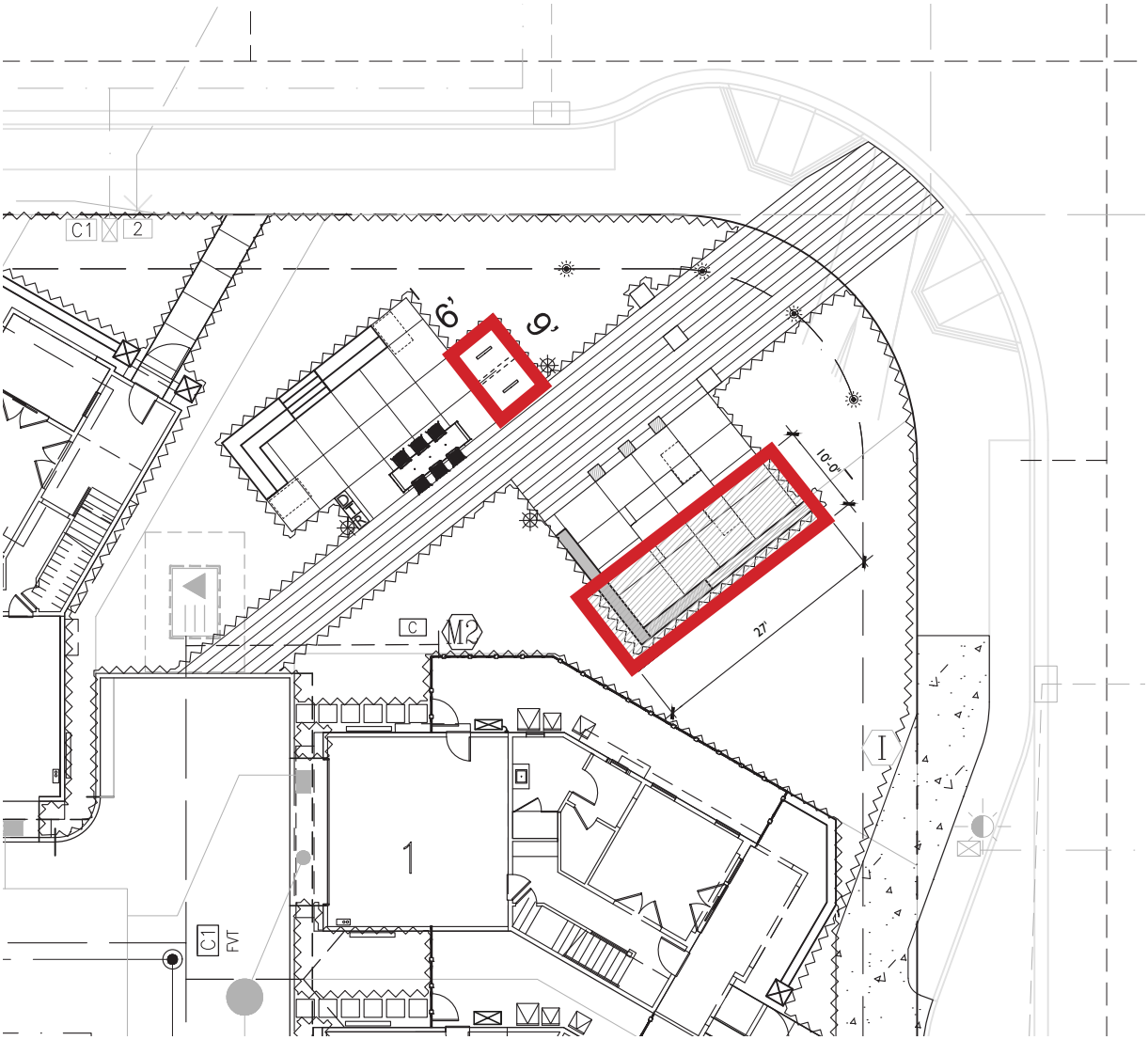

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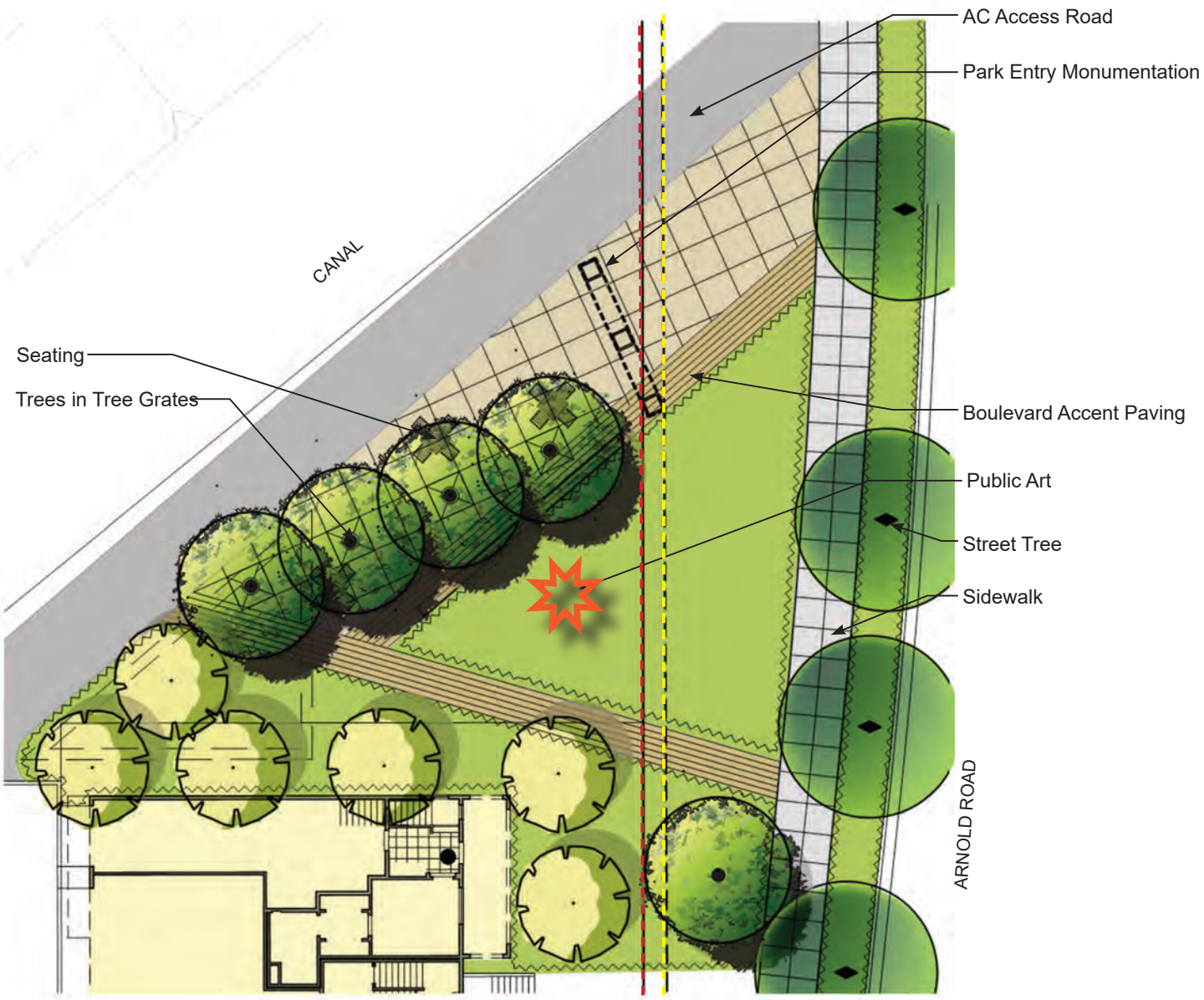
THE GALLERY-POCKET PARK

PSE (Public Service Easement)

Prop Boundary



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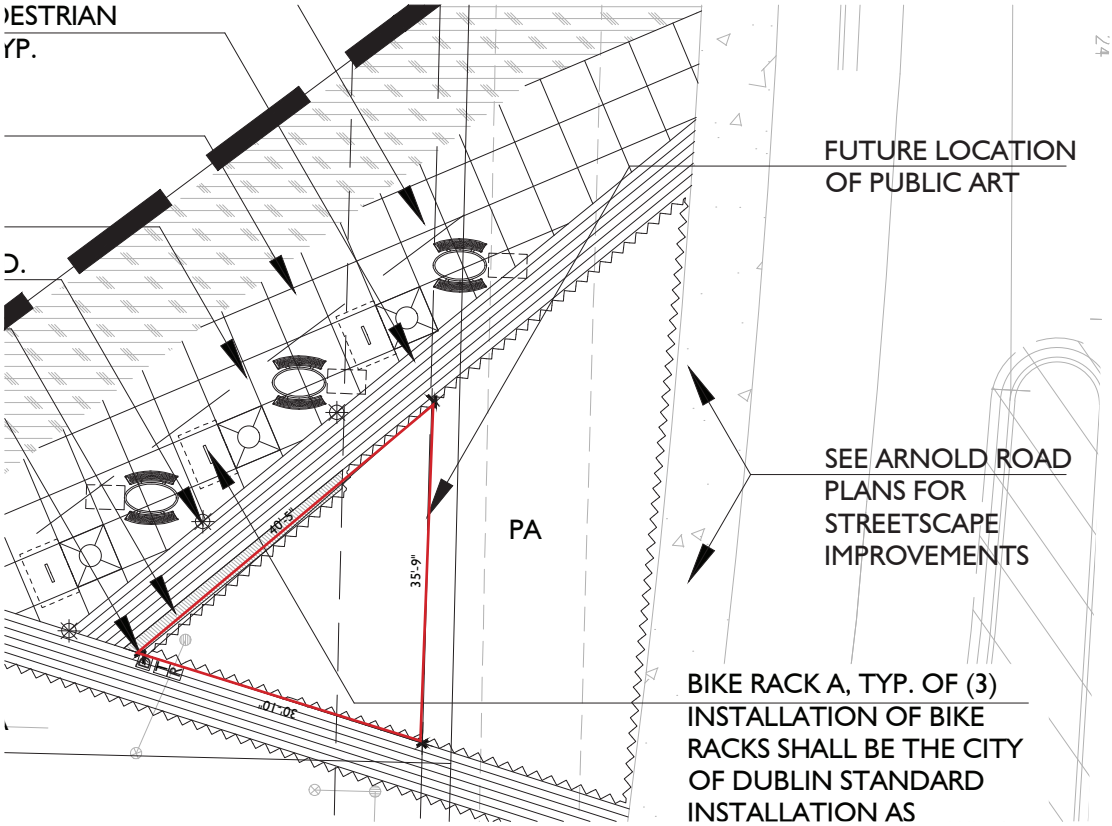

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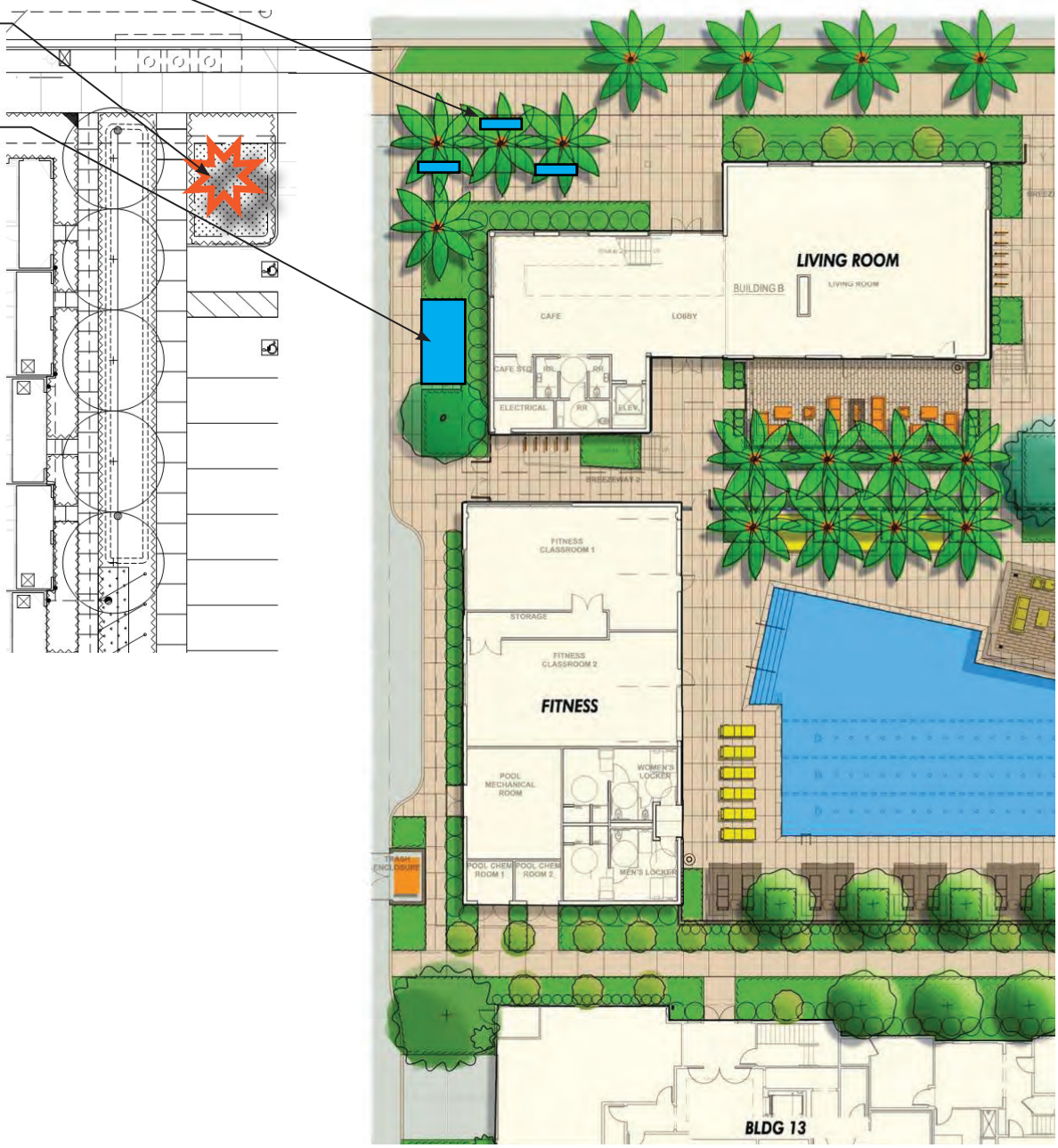
REC CENTER&PED CORRIDOR

Public Art - Benches

Public Art - Tall Statement Piece

Public Art Bike Racks



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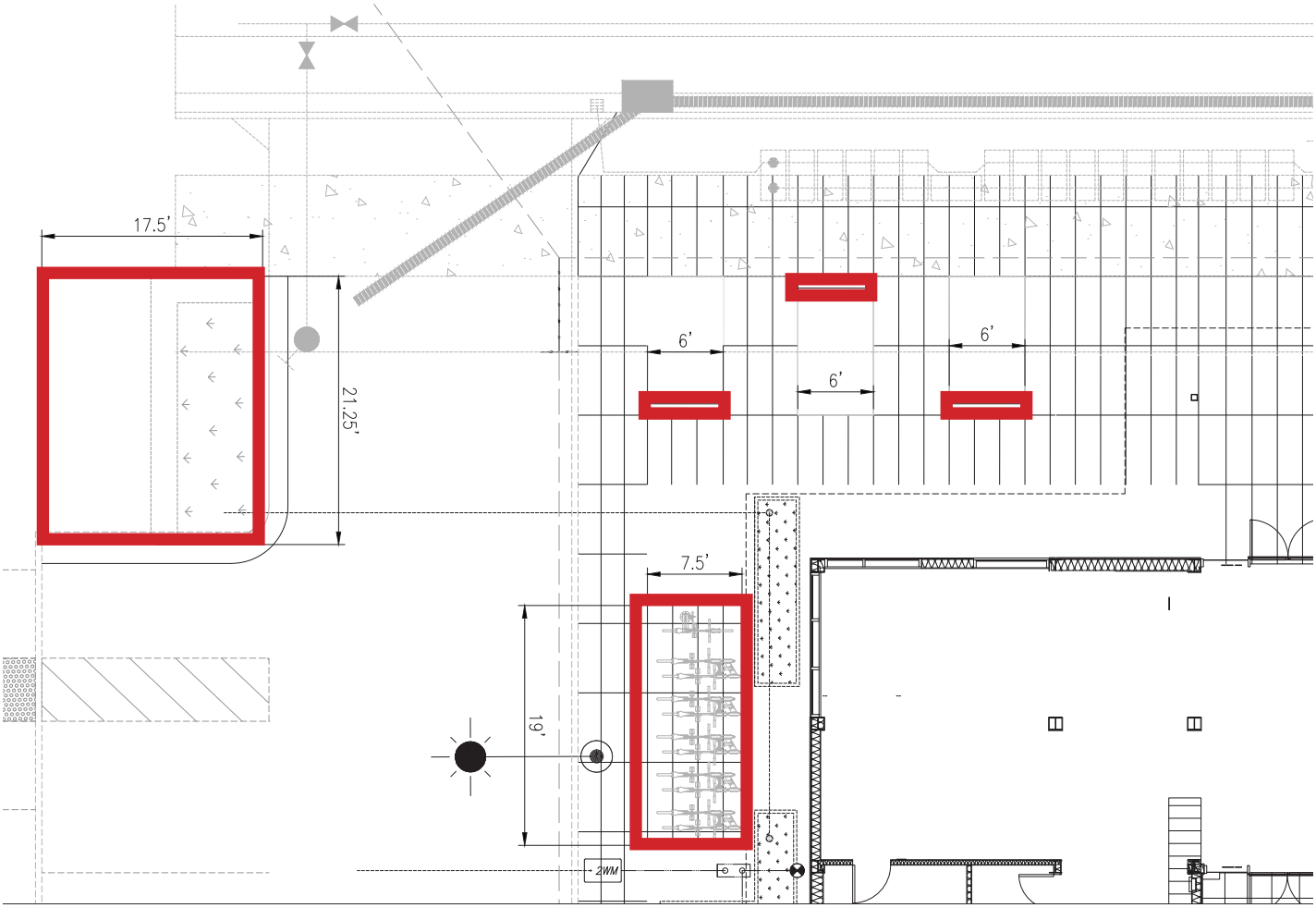

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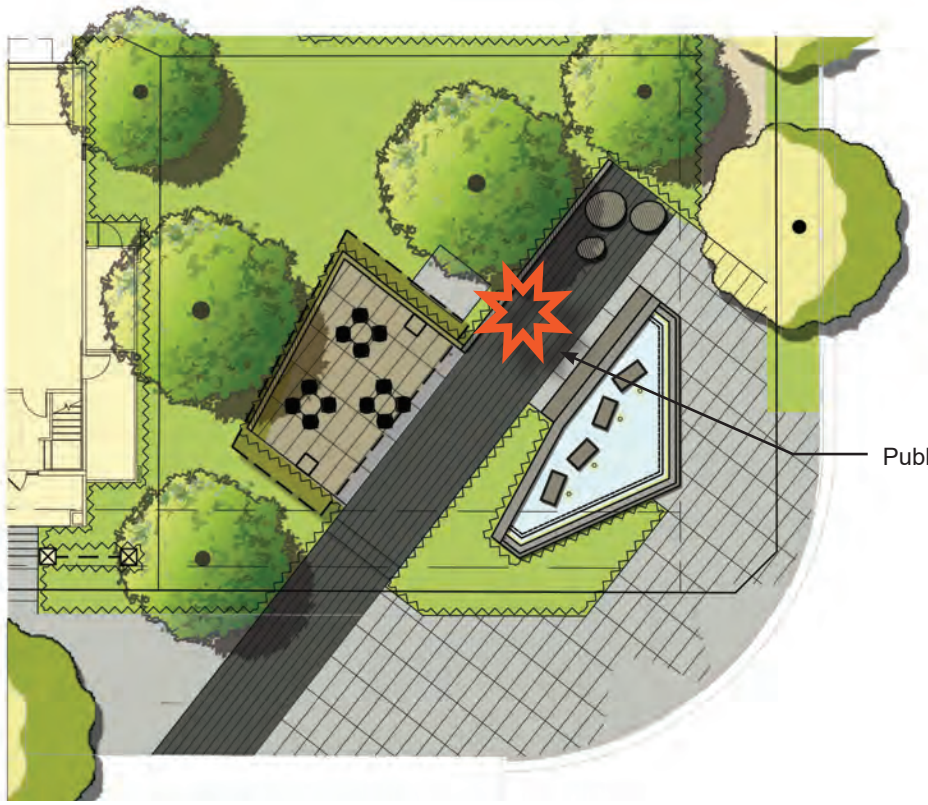
THE TOWN SQUARE-POCKET PARK



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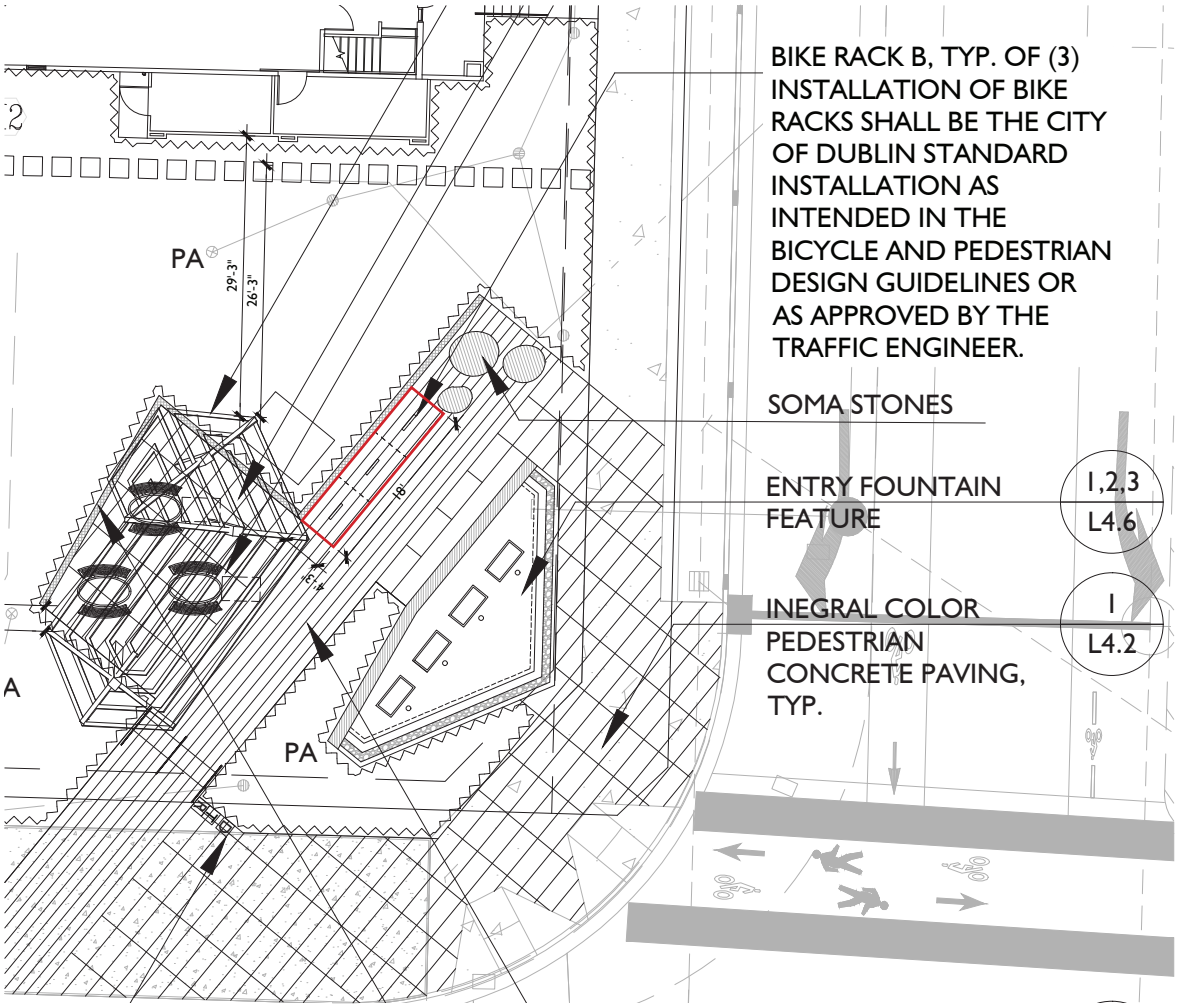

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CULVERT PLAZA

OVERALL

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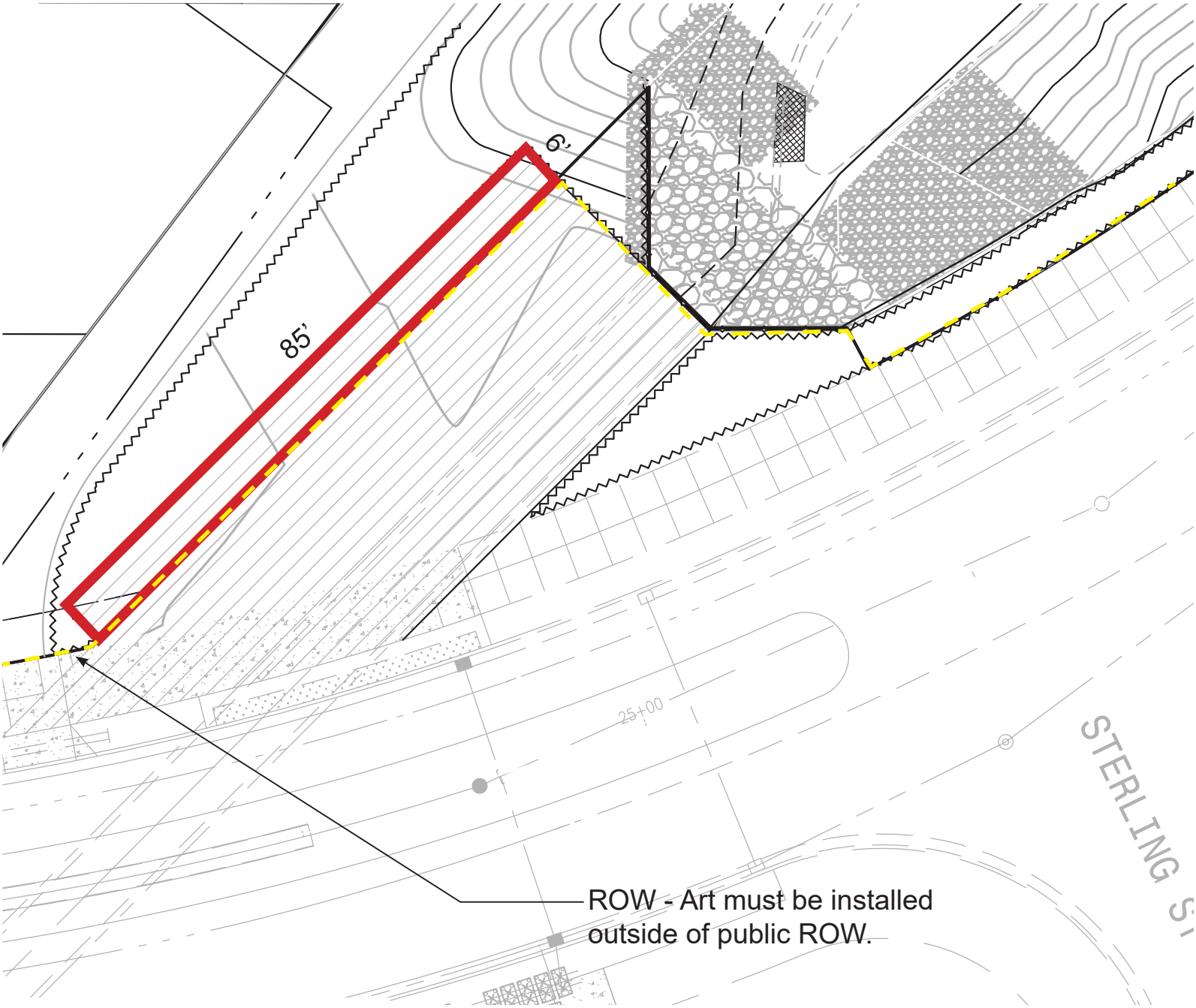

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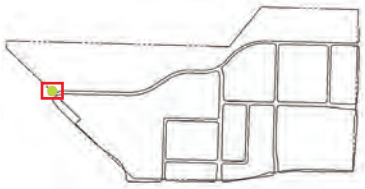
HORIZON PARWAY

Public Art



OVERALL

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Attachment 2

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VETERAN'S MEMORIAL

This is a separate City project to which the developer will be contributing funds in the amount of $200,000.

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KEVIN BOX STUDIO

Santa Fe, New Mexico

Kevin Box is recognized for his ability to capture the delicate nature of paper in museum-quality metal sculpture. Box's work has received numerous awards and is held in prominent collections worldwide. In 2015, his collaborative work was recognized with the Award of Excellence by the Structural Engineers Association of California for "Hero's Horse," a 25-foot-tall, fabricated steel Pegasus that was also featured on the cover of Art Business News. Box works closely with his wife, Jennifer, at their home and studio in Santa Fe, New Mexico. Together, they created "Origami in the Garden," a monumental outdoor sculpture exhibition that has been traveling to botanical gardens and museums throughout North America since 2014.

Box continues to push the boundaries of sculptural processes. This approach, combined with his fearless vision for collaboration, will continue to define Box's contribution to the history of art in the 21st century.

BOULEVARD
GALLERY
NIGHT

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DAVID DUSKIN

Petaluma, California

Trained as an artist, blacksmith and metal fabricator, David Duskin works just north of San Francisco, CA. He has a B.A. in art and English literature and an M.F.A. in sculpture. Building on his formal education and a series of apprenticeships, Duskin went into business full-time in 1998. Currently he is working on both public and private commissions and teaching grad students once a week at the Academy of Art University in San Francisco.

While David's work includes both traditional sculpture and architectural metalwork, his focus centers on conceptually driven art in which the work and the site collaborate to bring a more potent experience to the viewer. Some of these pieces are clearly sculpture, while others blur the line between the fine and applied arts. However, in addition to specific conceptual goals, there is always an intention to find new ways to bind location, the object and the artist/viewer in a single web.

BOULEVARD
GALLERY
NIGHT

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TYLER VAN DER STAPPEN

Ogden, Utah

Tyler van der Stappen is a multidisciplinary artist, designer, sculptor, painter, photographer and musician who holds a B.F.A. from Washington State University. He earned the distinguished honor of receiving one of only 38 spots awarded at the National Undergraduate Student Art Show his senior year. He draws much of his inspiration from the natural world, music, sounds, communication and emerging technologies. When he isn't working, you can find him drawing, learning and studying, writing, spending time with his family and friends, getting into some sort of great outdoor adventure in his home state of Utah or out on the road.

BOULEVARD
GALLERY
NIGHT

DocuSign Envelope ID: F9F84C8E-D529-45EA-A165-603C3976224D

KEVIN BOX STUDIO

BOULEVARD
GALLERY
NIGHT

Rising Peace

Rising Peace

Iron Horses

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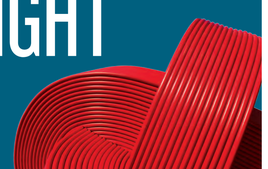
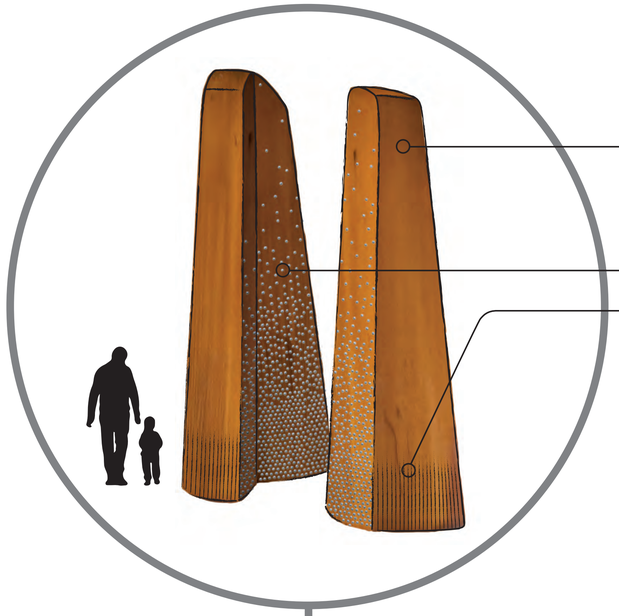
DAVID DUSKIN

BOULEVARD GALLERY NIGHT

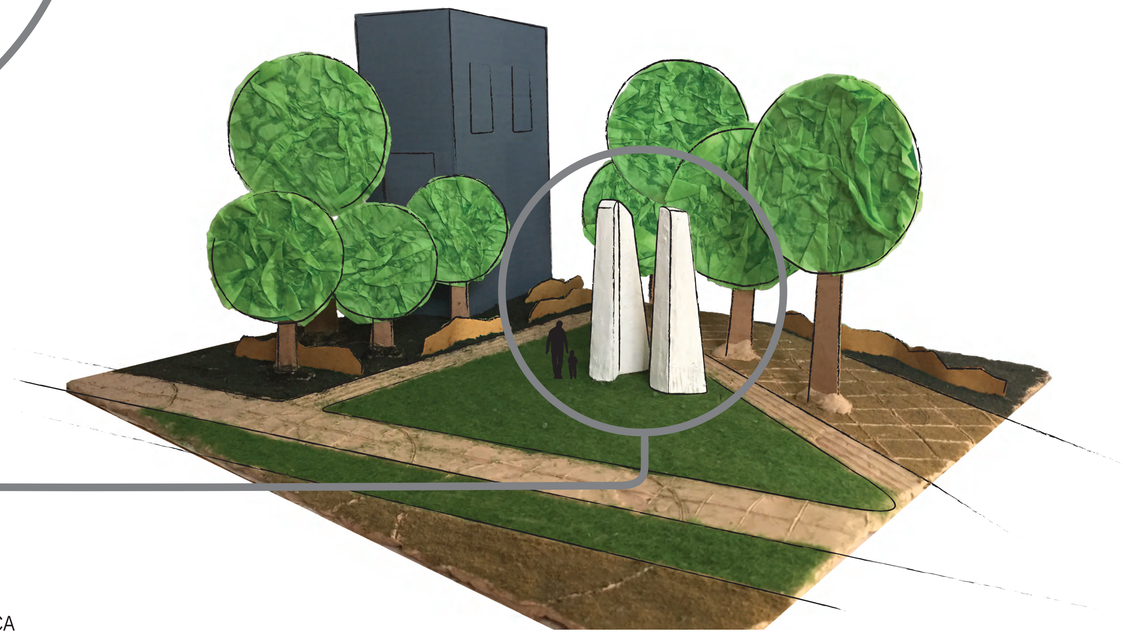




INFLATED COR-TEN STEEL
- external planes are convex due to inflating process
- internal textured planes are straight for contrast
- measures roughly 20 ft tall x 13 ft x 9 ft
- passage between the two forms is 3 ft minimum

welded and brazed stainless and or bronze application

hand-carved vertical engraving



BOULEVARD SCULPTURE
Boulevard Public Art Project, Brookfield Residential, Dublin CA

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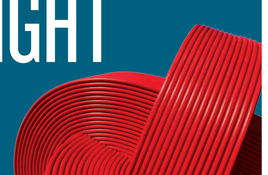
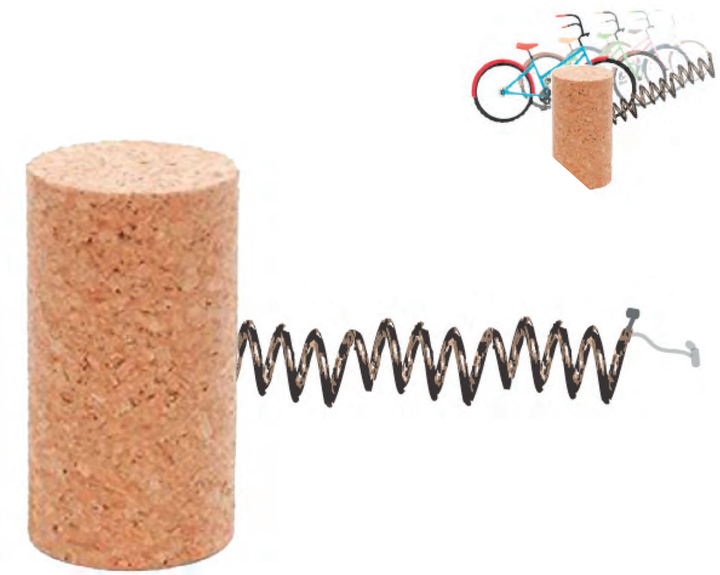
TYLER VAN DER STAPPEN

BOULEVARD
GALLERY
NIGHT





"Cork Wine Key" Bike Racks

DocuSign Envelope ID: F9F84C8E-D529-45EA-A165-603C3976224D

EXHIBIT B

Public Art Locations

Bike Rack at Rec Center Plaza (Cork Screw - Van Der Stappen)

Tall Statement Art at Pedestrian Corridor (Rising Peace - Box)

Tall Statement Art at Pocket Park The Gallery (Each Other - Duskin)

Tall Statement Art at Corner of Horizon Pkwy and Scarlett (Iron Horses - Box)

Veteran's Memorial in 30-acre Public Park (City Managed Public Art Project)

DocuSign Envelope ID: F9F84C8E-D529-45EA-A165-603C3976224D

EXHIBIT C

Artist Agreements

AGREEMENT FOR SERVICES

Public Art Design, Fabrication and Installation

This Agreement is dated this 28th day of April, 2022, by and between Dublin Crossing, LLC (hereinafter referred to as the "Client"), and BoxStudio LLC (hereinafter referred to as the "Artist").

RECITALS

A. The Client has requested the Artist to design, fabricate, and install public art at The Boulevard Master Plan, on Scarlett Drive & Horizon Parkway, Dublin, CA 94568

B. The Artist is qualified and experienced to provide such services.

NOW, THEREFORE, the Client and the Artist, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK. The Artist shall develop the final design of the artwork **(see Exhibit A)** to complete all phases of development (including the acquisition of materials, fabrication) that shall lead to and include the successful installation of the artwork. Artist shall perform all services as detailed in the attached **"Schedule of Performance and Compensation Schedule,"** attached hereto as **Exhibit "B."**
2. WARRANTIES.
   A. Warranty of Title: The Artist warrants that the artwork is original and solely the product of Artist's own creative efforts and does not infringe on the rights of any person or entity. Except as otherwise disclosed in writing to Client, the artwork is unique and original and does not infringe upon any copyright or the rights of any person.
   B. The Artist shall faithfully perform the work required under this agreement in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this agreement. Artist shall assign only competent personnel to perform services pursuant to this agreement.
   C. Warranty of workmanship. The artist shall guarantee its work to be free from faults or defects of material and workmanship for a period of one (1) year after installation and final acceptance of all work by Client.
   D. Warranty of public safety. Artist represents and warrants that the work will not pose a danger to public health or safety, including through the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this agreement.
   E. Warranty of acceptable standard of display and operation. Artist represents and warrants that:
      (1) Occasional or minimal cleaning and repair of the work and any associated working parts and/or equipment will be sufficient to maintain the work within an acceptable standard for public display.
      (2) With general routine cleaning and repair, foreseeable exposure to the elements and general wear and tear will cause the work to experience only minor repairable damage or deterioration, and will not cause the work to experience irreparable damage or deterioration below an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading, and/or peeling.
   F. Manufacturer's Warranty. To the extent the work incorporates products covered by a manufacturers' warranty, artist shall assign, hereby assigns, and shall provide copies of, such warranties to Client.
   G. Warranties provided herein shall inure to the benefit of the ultimate owner(s) of the subject work including Boulevard Master Owners Association, a California nonprofit mutual benefit corporation

(hereinafter "Master Association"). Master Association is an intended beneficiary of this Agreement.

3. COORDINATION. Artist shall personally participate in said project to coordinate all activities of the project. The Client authorizes Josh Roden [Client Authorized Representative] to act on behalf of the Client in accordance with the terms of this Agreement, and to take all actions authorized or required to be taken by the Client.

4. COMPENSATION.

   A. Client shall pay Artist as compensation for such services and conveyance of title to the completed work as set forth in the **"Schedule of Performance and Compensation Schedule"** attached hereto as **Exhibit "B"** and incorporated herein by reference. Client shall pay Artist the amount identified under the "Payment Amount" column after each corresponding phase of work has been completed to the satisfaction of the Client. Artist shall complete all the services required under this Agreement for a total payment from the Client in an amount not to exceed four-hundred thirty thousand hour hundred thirty-four dollars ($430,434.00)

   B. Upon completion of each Phase as described on Exhibit "B", Artist shall submit invoices for work performed. Client shall make payment within thirty (30) days after approval of the invoice by Client.

5. TERM. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final installation unless terminated earlier as provided herein.

6. NOTICES. Any notice (including any demand, request, consent, approval, or communication that any party desires or is required to give to any other party or any other person under this Agreement) shall be in writing and either served personally or sent by prepaid, certified or registered mail, return receipt requested. Any such notice shall be addressed as follows:

TO Client:
Dublin Crossing, LLC
Josh Roden, President
12657 Alcosta Blvd, Suite 250, San Ramon, CA 94583
925.743.8000
Amanda.Stone@brookfieldrp.com

TO ARTIST:
BoxStudio LLC
3453 State Hwy 14 N, Cerrillos New Mexico 87010
505.471.4688
jennifer@outsidetheboxstudio.com

Any party may change its address by notifying the other parties of the change of address. All notices shall be effective on the date of actual delivery, or the date set forth on the return receipt of a certified or registered mail delivery.

7. AMENDMENT OF SCOPE OF WORK. Client may request an amendment to the Scope of Work within the Agreement by written notification to the Artist. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the

Agreement. The Artist may request an adjustment to the contract price or time for performance only if the Artist establishes to the satisfaction of the Client's Authorized Representative that there was an unforeseen and unforeseeable condition that was outside of the responsibility or control of the Artist. Failure of the Artist to secure Client's written authorization for extra or changed work shall constitute a waiver of all right to adjustment in the contract price or time due.

8. CLIENT'S RIGHT TO TERMINATE/SUSPEND CONTRACT. At any time and for any or no reason, Client shall have the right to terminate this Agreement, and pay the Artist (as full payment for all services satisfactorily rendered and expenses incurred hereunder) a proportionate amount of the total fees specified in this Agreement equal to the ratio that the services satisfactorily rendered by the Artist at the time of such termination bears to the total services otherwise required to be performed under the Agreement. Notwithstanding the above, Artist shall not be relieved from liability to Client for damages sustained by virtue of any breach of this Agreement by Artist, whether or not the Agreement was terminated for convenience or cause, and Client may withhold payments not yet made to Artist for the purpose of setoff until such time as the exact amount of damages due Client from Artist is determined. If Client terminates without cause, Client shall have no right of use to any of Artist's work, e.g. studies, preliminary drawings, computations, specifications, etc., without further agreement with Artist.

9. CORRECTION OF WORK. The performance of services or acceptance of information furnished by Artist shall not relieve the Artist from obligation to correct any defective, inaccurate or incomplete work for which Artist is responsible under this Agreement that is subsequently discovered, and all such work shall be remedied by the Artist on demand without cost to the Client.

10. DELAYS AND EXTENSIONS. Time is of the essence concerning performance of this Agreement; however, the Artist will be granted time extensions for delays beyond the Artist's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Artist and the Client.

11. INSURANCE.
    A. Prior to commencing the work that is the subject of this agreement, and throughout the period of this Agreement, and Artist shall obtain and maintain the following policies of insurance, in a form and from insurance companies reasonably acceptable to Client, and shall require any subcontractors to obtain and maintain equivalent coverage: Comprehensive or Commercial General Liability Insurance with limits of no less than $1,000,000.00 per occurrence, with insurers with a Bests' rating of no less than A:VII.
    B. Prior to commencing the work that is the subject of this agreement, Artist shall provide Client with certificates of insurance evidencing the above coverage, and upon request by Client shall provide certified copies of all required insurance policies maintained by Artist.
    C. Prior to commencing the work that is the subject of this agreement, Artist shall obtain and deliver to Client an additional insured endorsement naming Client, City of Dublin, and Master Association as additional insureds, as primary insurance, under Artist's Commercial General Liability policy.
    D. If Artist fails to procure, maintain or pay for the required insurance, Client shall have the right (but not the obligation) to secure the same in the name of and for the account of Artist, in which event, Artist shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance.
    E. Upon receipt of any notice of such insurance carrier's cancellation or alteration, Artist shall within ten (10) calendar days procure other policies of insurance (or make payment of premium

if that was the reason for such notice), similar in all respects to the policy or policies about to expire, be canceled or altered.

12. STANDARD OF CARE. The Client relies upon the professional ability of Artist and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. Artist agrees to use reasonable care and diligence in rendering services under this Agreement. Artist is responsible for the work of all employees, subcontractors, and agents, and the negligence of one of them, if not adequately remedied by Artist, shall be conclusively deemed the negligence of Artist. Artist agrees that the acceptance of his work by Client shall not operate as a waiver or release of said obligation of Artist. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve specialized professional judgment appropriate to the type of work to be performed under this Agreement shall not be used as a basis for submission of inadequate work or incomplete performance.

13. COVENANT AGAINST CONTINGENT FEES. The Artist warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Artist, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. LIENS AND PAYMENTS. Artist shall convey title to the work free from all liens. Artist, independent of Client's payment obligations hereunder, shall timely compensate its subcontractors, employees and suppliers in connection with the services performed hereunder, shall take necessary actions to prevent any lien upon the property that is the subject of Artist's services, and shall defend, indemnify and hold harmless Client against any loss or expense arising out of any labor code violation, or claim of lien from Artist, its subcontractors, employees, or suppliers.

15. CONFLICT OF INTEREST. Artist covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Artist further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. DEFAULT. If Artist fails to perform any obligation under this Agreement, within the time and in the manner herein provided or otherwise violates any term of this Agreement, Client may terminate this Agreement by giving Artist written notice of such termination, stating the reason for such termination. In such event, Artist shall be entitled to receive (as full payment for all services satisfactorily rendered and expenses incurred hereunder) a proportionate amount of the total fees specified in this Agreement equal to the ratio that the services satisfactorily rendered by the Artist bear to the total services otherwise required to be performed under the Agreement. Notwithstanding the above, Artist shall not be relieved from liability to Client for damages sustained by virtue of any breach of this Agreement by Artist, whether or not the Agreement was terminated for convenience or cause, and Client may withhold payments not yet made to Artist for the purpose of setoff until such time as the exact amount of damages due Client from Artist is

determined.

17. INDEPENDENT CONTRACTOR. The parties intend that Artist, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Artist is not to be considered an agent or employee of the Client and is not entitled to participate in any pension plan, insurance, bonus or similar benefits Client provides its employees. In the event Client exercises its right to terminate this Agreement, Artist expressly agrees that he/she shall have no recourse or right of appeal under rules, regulations, ordinances or laws applicable to employees.

18. EMPLOYMENT PRACTICES. Artist shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

19. COMPLIANCE WITH LAW.
    A. Artist shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Artist and his/her work hereunder and shall ensure that all subcontractors do the same. Artist represents and warrants to Client that Artist has and will keep in effect during the term of this Agreement all licenses, qualifications and approvals of whatsoever nature, which are legally required for Artist to practice Artist's profession and to do the work hereunder.

    B. Artist agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Artist performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Artist shall make the required documentation available upon request to Client for inspection.

20. WORK PRODUCT AND ACCEPTANCE OF WORK

    A. Upon the Client's acceptance of the work required by this Agreement as complete the Client or Master Association shall have no obligation to display or maintain any physical works or art or projects constructed using Artist's conceptual design for any particular time and within the scope of its legal authority. Client and Master Association may in their sole discretion remove, relocate, restore, modify or destroy the physical works or art or projects constructed using Artist's conceptual design at any time after the completion of the project. Client and Master Association owe no obligation to Artist to maintain the work.

    B. As to the Client, the Master Association and their agents, employees and contractors, the Artist hereby waives any and all rights he may have to prevent or cause the prevention of the removal, relocation or destruction of the project once constructed; or to seek other relief in connection with any such removal or destruction, pursuant to Title 17, Section 106A of the United States Code, or pursuant to Section 987 of the California Civil Code as such sections now exist or may hereafter be amended.

C. Within the scope of its legal authority, Client and Master Association shall have the right to make photographs, drawings, or other two-dimensional reproductions of the work and the conceptual design without prior consent of the Artist if used solely for non-commercial purposes, advertising, descriptive brochures, and similar purposes.

D. Final Acceptance. Artist shall advise client in writing when Artist has completed all obligations, services, and deliverables under this agreement. The work shall not be officially accepted by the Client unless the City of Dublin has also issued a determination of final acceptance. Client shall make a good faith effort to promptly request a determination as to final acceptance from City.

21. OWNERSHIP AND RISK OF LOSS. Except in the case of early termination of this agreement, title to the artwork shall transfer from Artist to Client or Master Association upon Client's final acceptance of the work. Title transfer shall be self-executing upon Client's final acceptance of the work. Artist will cooperate in providing Client or Master Association any title transfer documents that Client or Master Association may request or require during or after the term of this agreement. The risk of loss or damage to the artwork shall be borne solely by Artist until delivery of the artwork to the property. Artist shall take steps to protect the artwork from loss or damage until final acceptance by Client.

22. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance, and until it receives such assurance, may, if reasonable, suspend any performance for which the agreed return has not been received. "Reasonable" includes not only the conduct of a party with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceed fifteen (15) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

23. CONFIDENTIALITY. Artist shall treat all information obtained from Client in the performance of this Agreement as confidential and proprietary to Client. Artist shall treat all records and work product prepared or maintained by Artist in the performance of this Agreement as confidential. Artist agrees that it will not use any information obtained because of the performance of work for any purpose other than fulfillment of Artist's scope of work. Artist will not disclose any information prepared for Client, or obtained from Client or obtained as a consequence of the performance of work, to any person other than Client, or its own employees, agents or subcontractors, who have a need for the information for the performance of work under this Agreement unless such disclosure is specifically authorized in writing by the Client. Artist shall advise Client of any request for disclosure of information or of any actual or potential disclosure of information. Artist's obligations under this paragraph shall survive the termination of this Agreement.

24. ACCIDENT REPORT. If any damage (including death, personal injury, or property damage) occurs in connection with the performance of this Agreement, Artist shall promptly submit to the Client a written notice of such accident with the following information:

A. Name and address of the injured or deceased person(s);
B. Name and address of any witness;
C. Name and address of Artist's insurance company; and
D. A detailed description of the damage and whether any Client property was involved.

25. ELECTRONIC COMMUNICATIONS. During the course of this Agreement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Artist and the Client acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses or similar destructive electronic programs. Artist and the Client view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Artist agrees to update its system with the software vendor's most current releases at regular intervals.Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The Parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that, its respective communications and documents will be virus free. Occasionally, a Virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are viruses free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

26. ELECTRONIC OR MAGNETIC DATA. If the Scope of Work requires that Artist provide documents in electronic or magnetic formats, they shall be provided in a manipulative form. Client recognizes that electronic or magnetic data and its transmission may be damaged, may develop inaccuracies during use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. Artist shall not be liable for any loss of use, profit, or any other damages arising from Client's reuse, misuse, modification, or misinterpretation of the data submitted in electronic or magnetic form. Nothing contained in this paragraph shall affect the indemnification or standard of care required hereunder for Artist with respect to Artist’s work and work products delivered in hard copy.

27. GENERAL PROVISIONS.

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law. Jurisdiction. In addition, Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Indemnification. Artist will indemnify, hold harmless, and defend Client (including its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, **"Indemnified Party")** against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, that are incurred by Indemnified Party/awarded against Indemnified Party (collectively, **"Losses"**), arising out of any: a) material breach or non-fulfillment of any material representation, warranty, or covenant in this Agreement, (b) any negligent or more culpable act or omission of Artist [or its Personnel] in connection with the performance of its obligations under this Agreement; or (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the acts or omissions of the Artist (including injury to Artist's personnel) or (d) the failure of Artist to materially comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

F. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Artist's duties be delegated without the written consent of Client. Any attempt to assign or delegate this Agreement without the written consent of the Client shall be void and of no force or effect. Consent by the Client to one assignment shall not be deemed consent to any subsequent assignment.

G. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

H. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

I. Time. Time is of the essence in carrying out the duties hereunder.

J. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

K. Each Party's Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

L. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Artist and the Client.

28. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Dublin Crossing, LLC

DocuSigned by:

By: Gonzalo Rodriguez
8E38E8187C7E4E7...

Print Name: Gonzalo Rodriguez

Title: VP, Land & Planning

Date: 5/11/2022

BoxStudio LLC

DocuSigned by:

By: Jennifer Box
AB85DA5838394EF...

Print Name: Jennifer Box

Title: Executive Director

Date: 5/11/2022

EXHIBIT A
Project Description

Project Description:

"IRONHORSES" by Kevin Box

- Powder coated and rusted, fabricated steel
- Horses are planned to be 20', 18' and 12'. Final heights to be determined based on material costs at the time of fabrication.

Artist's Responsibilities:

The Artist will complete the following tasks:

Attend a site visit; meet with client and the design team, walk-through the existing structure.
Review architectural drawings and renderings.
Review the structural and functional conditions of the project.
Review the code requirements for the project.
Produce drawings, renderings, videos, budget, and project narrative of initial concepts.
Meet with project team, as needed.
Meet with art conservator or provide art conservator report on materials to be used.
Present a proposal consisting of drawings, renderings, video rendering, budget, project narrative.
Revise the proposal based on feedback from the client and design team.
Fabricate a mock-up or a sample of the proposed artwork.
Document the sample with photos and videos.
Assist client and design team with permitting, inspection and approval process for artwork and its support structure
Provide all needed design and engineering for support structure, foundation and wind loads.
Procure materials and parts for full-scale artwork.
Fabricate and assemble artwork.
Attend a meeting on-site to coordinate installation and verify that support structure is ready.
Crate and ship the artwork components to the job site.
Unload and store the artwork components at the job site.
Install and anchor the artwork upon the support structure, including any needed crane/rigging.
Document the final installation with photographs and video.
Provide final statement and drawings.
Create a maintenance manual for the artwork.
Comply with [Contractor] site logistics and safety plans.
Attend meeting with the City of Dublin to review logistics and "overhead work."
All install work must be at prevailing wage rate.

Client and Design Team Responsibilities:

The client and design team will complete the following tasks:
Review artist's proposal and provide feedback.
Obtain and assume the cost of any necessary permits, inspections and approvals for artwork from local authorities.
Client is responsible for all expenses, materials, labor and equipment to prepare the site for the timely installation of the work. This preparation of the site shall include the cost and construction of the foundation.
Meet with artist's installer to coordinate delivery and installation of artwork components.
Provide a place to store the artist's materials during installation.
Process invoices net 30 days from the end of the month.

EXHIBIT B
Schedule of Performance & Compensation Schedule

The artist will complete the tasks described under Artist's Responsibilities in this agreement for a total fee four-hundred thirty thousand hour hundred thirty-four dollars.

Costs

Total Cost (Includes Design, Fabrication, Delivery and Installation)	$ 430,434.00

Payment Schedule

1. Due upon acceptance of proposal (50%)	$ 215,217.00
2. Due upon notice to proceed with installation (25%)	$ 107,608.50
3. Due upon final acceptance of artwork (25%)	$ 107,608.50

Schedule

1. Acceptance of proposal	Date May 11, 2022
2. Notice to proceed with installation	Date ETA July 15, 2023
3. Completion of installation	Date ETA October 1, 2023

AGREEMENT FOR SERVICES

Public Art Design, Fabrication and Installation

This Agreement is dated this 29th day of October, 2021, by and between Dublin Crossing, LLC (hereinafter referred to as the "Client"), and BoxStudio LLC (hereinafter referred to as the "Artist").

RECITALS

A. The Client has requested the Artist to design, fabricate, and install public art at The Boulevard Master Plan, on Sterling Street & Nugget Way, Dublin, CA 94568

B. The Artist is qualified and experienced to provide such services.

NOW, THEREFORE, the Client and the Artist, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK. The Artist shall develop the final design of the artwork **(see Exhibit A)** to complete all phases of development (including the acquisition of materials, fabrication) that shall lead to and include the successful installation of the artwork. Artist shall perform all services as detailed in the attached **"Schedule of Performance and Compensation Schedule,"** attached hereto as **Exhibit "B."**
2. WARRANTIES.
   A. Warranty of Title: The Artist warrants that the artwork is original and solely the product of Artist's own creative efforts and does not infringe on the rights of any person or entity. Except as otherwise disclosed in writing to Client, the artwork is unique and original and does not infringe upon any copyright or the rights of any person.
   B. The Artist shall faithfully perform the work required under this agreement in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this agreement. Artist shall assign only competent personnel to perform services pursuant to this agreement.
   C. Warranty of workmanship. The artist shall guarantee its work to be free from faults or defects of material and workmanship for a period of one (1) year after installation and final acceptance of all work by Client.
   D. Warranty of public safety. Artist represents and warrants that the work will not pose a danger to public health or safety, including through the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this agreement.
   E. Warranty of acceptable standard of display and operation. Artist represents and warrants that:
      (1) Occasional or minimal cleaning and repair of the work and any associated working parts and/or equipment will be sufficient to maintain the work within an acceptable standard for public display.
      (2) With general routine cleaning and repair, foreseeable exposure to the elements and general wear and tear will cause the work to experience only minor repairable damage or deterioration, and will not cause the work to experience irreparable damage or deterioration below an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading, and/or peeling.
   F. Manufacturer's Warranty. To the extent the work incorporates products covered by a manufacturers' warranty, artist shall assign, hereby assigns, and shall provide copies of, such warranties to Client.
   G. Warranties provided herein shall inure to the benefit of the ultimate owner(s) of the subject work including Boulevard Master Owners Association, a California nonprofit mutual benefit corporation

(hereinafter "Master Association"). Master Association is an intended beneficiary of this Agreement.

3. COORDINATION. Artist shall personally participate in said project to coordinate all activities of the project. The Client authorizes Josh Roden [Client Authorized Representative] to act on behalf of the Client in accordance with the terms of this Agreement, and to take all actions authorized or required to be taken by the Client.

4. COMPENSATION.

   A. Client shall pay Artist as compensation for such services and conveyance of title to the completed work as set forth in the **"Schedule of Performance and Compensation Schedule"** attached hereto as **Exhibit "B"** and incorporated herein by reference. Client shall pay Artist the amount identified under the "Payment Amount" column after each corresponding phase of work has been completed to the satisfaction of the Client. Artist shall complete all the services required under this Agreement for a total payment from the Client in an amount not to exceed one-hundred seventeen thousand six hundred seven dollars ($117,607.00)

   B. Upon completion of each Phase as described on Exhibit "B", Artist shall submit invoices for work performed. Client shall make payment within thirty (30) days after approval of the invoice by Client.

5. TERM. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final installation unless terminated earlier as provided herein.

6. NOTICES. Any notice (including any demand, request, consent, approval, or communication that any party desires or is required to give to any other party or any other person under this Agreement) shall be in writing and either served personally or sent by prepaid, certified or registered mail, return receipt requested. Any such notice shall be addressed as follows:

TO Client:
Dublin Crossing, LLC
Josh Roden, President
12657 Alcosta Blvd, Suite 250, San Ramon, CA 94583
925.743.8000
Amanda.Stone@brookfieldrp.com

TO ARTIST:
BoxStudio LLC
3453 State Hwy 14 N, Cerrillos New Mexico 87010
505.471.4688
jennifer@outsidetheboxstudio.com

Any party may change its address by notifying the other parties of the change of address. All notices shall be effective on the date of actual delivery, or the date set forth on the return receipt of a certified or registered mail delivery.

7. AMENDMENT OF SCOPE OF WORK. Client may request an amendment to the Scope of Work within the Agreement by written notification to the Artist. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the

Agreement. The Artist may request an adjustment to the contract price or time for performance only if the Artist establishes to the satisfaction of the Client's Authorized Representative that there was an unforeseen and unforeseeable condition that was outside of the responsibility or control of the Artist. Failure of the Artist to secure Client's written authorization for extra or changed work shall constitute a waiver of all right to adjustment in the contract price or time due.

8. CLIENT'S RIGHT TO TERMINATE/SUSPEND CONTRACT. At any time and for any or no reason, Client shall have the right to terminate this Agreement, and pay the Artist (as full payment for all services satisfactorily rendered and expenses incurred hereunder) a proportionate amount of the total fees specified in this Agreement equal to the ratio that the services satisfactorily rendered by the Artist at the time of such termination bears to the total services otherwise required to be performed under the Agreement. Notwithstanding the above, Artist shall not be relieved from liability to Client for damages sustained by virtue of any breach of this Agreement by Artist, whether or not the Agreement was terminated for convenience or cause, and Client may withhold payments not yet made to Artist for the purpose of setoff until such time as the exact amount of damages due Client from Artist is determined. If Client terminates without cause, Client shall have no right of use to any of Artist's work, e.g. studies, preliminary drawings, computations, specifications, etc., without further agreement with Artist.

9. CORRECTION OF WORK. The performance of services or acceptance of information furnished by Artist shall not relieve the Artist from obligation to correct any defective, inaccurate or incomplete work for which Artist is responsible under this Agreement that is subsequently discovered, and all such work shall be remedied by the Artist on demand without cost to the Client.

10. DELAYS AND EXTENSIONS. Time is of the essence concerning performance of this Agreement; however, the Artist will be granted time extensions for delays beyond the Artist's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Artist and the Client.

11. INSURANCE.
    A. Prior to commencing the work that is the subject of this agreement, and throughout the period of this Agreement, and Artist shall obtain and maintain the following policies of insurance, in a form and from insurance companies reasonably acceptable to Client, and shall require any subcontractors to obtain and maintain equivalent coverage: Comprehensive or Commercial General Liability Insurance with limits of no less than $1,000,000.00 per occurrence, with insurers with a Bests' rating of no less than A:VII.
    B. Prior to commencing the work that is the subject of this agreement, Artist shall provide Client with certificates of insurance evidencing the above coverage, and upon request by Client shall provide certified copies of all required insurance policies maintained by Artist.
    C. Prior to commencing the work that is the subject of this agreement, Artist shall obtain and deliver to Client an additional insured endorsement naming Client, City of Dublin, and Master Association as additional insureds, as primary insurance, under Artist's Commercial General Liability policy.
    D. If Artist fails to procure, maintain or pay for the required insurance, Client shall have the right (but not the obligation) to secure the same in the name of and for the account of Artist, in which event, Artist shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance.
    E. Upon receipt of any notice of such insurance carrier's cancellation or alteration, Artist shall within ten (10) calendar days procure other policies of insurance (or make payment of premium

if that was the reason for such notice), similar in all respects to the policy or policies about to expire, be canceled or altered.

12. STANDARD OF CARE. The Client relies upon the professional ability of Artist and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. Artist agrees to use reasonable care and diligence in rendering services under this Agreement. Artist is responsible for the work of all employees, subcontractors, and agents, and the negligence of one of them, if not adequately remedied by Artist, shall be conclusively deemed the negligence of Artist. Artist agrees that the acceptance of his work by Client shall not operate as a waiver or release of said obligation of Artist. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve specialized professional judgment appropriate to the type of work to be performed under this Agreement shall not be used as a basis for submission of inadequate work or incomplete performance.

13. COVENANT AGAINST CONTINGENT FEES. The Artist warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Artist, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. LIENS AND PAYMENTS. Artist shall convey title to the work free from all liens. Artist, independent of Client's payment obligations hereunder, shall timely compensate its subcontractors, employees and suppliers in connection with the services performed hereunder, shall take necessary actions to prevent any lien upon the property that is the subject of Artist's services, and shall defend, indemnify and hold harmless Client against any loss or expense arising out of any labor code violation, or claim of lien from Artist, its subcontractors, employees, or suppliers.

15. CONFLICT OF INTEREST. Artist covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Artist further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. DEFAULT. If Artist fails to perform any obligation under this Agreement, within the time and in the manner herein provided or otherwise violates any term of this Agreement, Client may terminate this Agreement by giving Artist written notice of such termination, stating the reason for such termination. In such event, Artist shall be entitled to receive (as full payment for all services satisfactorily rendered and expenses incurred hereunder) a proportionate amount of the total fees specified in this Agreement equal to the ratio that the services satisfactorily rendered by the Artist bear to the total services otherwise required to be performed under the Agreement. Notwithstanding the above, Artist shall not be relieved from liability to Client for damages sustained by virtue of any breach of this Agreement by Artist, whether or not the Agreement was terminated for convenience or cause, and Client may withhold payments not yet made to Artist for the purpose of setoff until such time as the exact amount of damages due Client from Artist is

determined.

17. INDEPENDENT CONTRACTOR. The parties intend that Artist, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Artist is not to be considered an agent or employee of the Client and is not entitled to participate in any pension plan, insurance, bonus or similar benefits Client provides its employees. In the event Client exercises its right to terminate this Agreement, Artist expressly agrees that he/she shall have no recourse or right of appeal under rules, regulations, ordinances or laws applicable to employees.

18. EMPLOYMENT PRACTICES. Artist shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

19. COMPLIANCE WITH LAW.
    A. Artist shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Artist and his/her work hereunder and shall ensure that all subcontractors do the same. Artist represents and warrants to Client that Artist has and will keep in effect during the term of this Agreement all licenses, qualifications and approvals of whatsoever nature, which are legally required for Artist to practice Artist's profession and to do the work hereunder.

    B. Artist agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Artist performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Artist shall make the required documentation available upon request to Client for inspection.

20. WORK PRODUCT AND ACCEPTANCE OF WORK

    A. Upon the Client's acceptance of the work required by this Agreement as complete the Client or Master Association shall have no obligation to display or maintain any physical works or art or projects constructed using Artist's conceptual design for any particular time and within the scope of its legal authority. Client and Master Association may in their sole discretion remove, relocate, restore, modify or destroy the physical works or art or projects constructed using Artist's conceptual design at any time after the completion of the project. Client and Master Association owe no obligation to Artist to maintain the work.

    B. As to the Client, the Master Association and their agents, employees and contractors, the Artist hereby waives any and all rights he may have to prevent or cause the prevention of the removal, relocation or destruction of the project once constructed; or to seek other relief in connection with any such removal or destruction, pursuant to Title 17, Section 106A of the United States Code, or pursuant to Section 987 of the California Civil Code as such sections now exist or may hereafter be amended.

C. Within the scope of its legal authority, Client and Master Association shall have the right to make photographs, drawings, or other two-dimensional reproductions of the work and the conceptual design without prior consent of the Artist if used solely for non-commercial purposes, advertising, descriptive brochures, and similar purposes.

D. Final Acceptance. Artist shall advise client in writing when Artist has completed all obligations, services, and deliverables under this agreement. The work shall not be officially accepted by the Client unless the City of Dublin has also issued a determination of final acceptance. Client shall make a good faith effort to promptly request a determination as to final acceptance from City.

21. OWNERSHIP AND RISK OF LOSS. Except in the case of early termination of this agreement, title to the artwork shall transfer from Artist to Client or Master Association upon Client's final acceptance of the work. Title transfer shall be self-executing upon Client's final acceptance of the work. Artist will cooperate in providing Client or Master Association any title transfer documents that Client or Master Association may request or require during or after the term of this agreement. The risk of loss or damage to the artwork shall be borne solely by Artist until delivery of the artwork to the property. Artist shall take steps to protect the artwork from loss or damage until final acceptance by Client.

22. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance, and until it receives such assurance, may, if reasonable, suspend any performance for which the agreed return has not been received. "Reasonable" includes not only the conduct of a party with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceed fifteen (15) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

23. CONFIDENTIALITY. Artist shall treat all information obtained from Client in the performance of this Agreement as confidential and proprietary to Client. Artist shall treat all records and work product prepared or maintained by Artist in the performance of this Agreement as confidential. Artist agrees that it will not use any information obtained because of the performance of work for any purpose other than fulfillment of Artist's scope of work. Artist will not disclose any information prepared for Client, or obtained from Client or obtained as a consequence of the performance of work, to any person other than Client, or its own employees, agents or subcontractors, who have a need for the information for the performance of work under this Agreement unless such disclosure is specifically authorized in writing by the Client. Artist shall advise Client of any request for disclosure of information or of any actual or potential disclosure of information. Artist's obligations under this paragraph shall survive the termination of this Agreement.

24. ACCIDENT REPORT. If any damage (including death, personal injury, or property damage) occurs in connection with the performance of this Agreement, Artist shall promptly submit to the Client a written notice of such accident with the following information:

A. Name and address of the injured or deceased person(s);
B. Name and address of any witness;
C. Name and address of Artist's insurance company; and
D. A detailed description of the damage and whether any Client property was involved.

25. ELECTRONIC COMMUNICATIONS. During the course of this Agreement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Artist and the Client acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses or similar destructive electronic programs. Artist and the Client view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Artist agrees to update its system with the software vendor's most current releases at regular intervals.Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The Parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that, its respective communications and documents will be virus free. Occasionally, a Virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are viruses free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

26. ELECTRONIC OR MAGNETIC DATA. If the Scope of Work requires that Artist provide documents in electronic or magnetic formats, they shall be provided in a manipulative form. Client recognizes that electronic or magnetic data and its transmission may be damaged, may develop inaccuracies during use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. Artist shall not be liable for any loss of use, profit, or any other damages arising from Client's reuse, misuse, modification, or misinterpretation of the data submitted in electronic or magnetic form. Nothing contained in this paragraph shall affect the indemnification or standard of care required hereunder for Artist with respect to Artist’s work and work products delivered in hard copy.

27. GENERAL PROVISIONS.

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law. Jurisdiction. In addition, Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Indemnification. Artist will indemnify, hold harmless, and defend Client (including its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, **"Indemnified Party")** against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, that are incurred by Indemnified Party/awarded against Indemnified Party (collectively, **"Losses"**), arising out of any: a) material breach or non-fulfillment of any material representation, warranty, or covenant in this Agreement, (b) any negligent or more culpable act or omission of Artist [or its Personnel] in connection with the performance of its obligations under this Agreement; or (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the acts or omissions of the Artist (including injury to Artist's personnel) or (d) the failure of Artist to materially comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

F. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Artist's duties be delegated without the written consent of Client. Any attempt to assign or delegate this Agreement without the written consent of the Client shall be void and of no force or effect. Consent by the Client to one assignment shall not be deemed consent to any subsequent assignment.

G. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

H. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

I. Time. Time is of the essence in carrying out the duties hereunder.

J. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

K. Each Party's Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

L. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Artist and the Client.

28. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Dublin Crossing, LLC

DocuSigned by:

By: Gonzalo Rodriguez
8E38E8187C7F4E7...

Print Name: Gonzalo Rodriguez

Title: VP, Land & Planning

Date: 5/3/2022

BoxStudio LLC

DocuSigned by:

By: Jennifer Box
AB85DA5838394EF...

Print Name: Jennifer Box

Title: Executive Director

Date: 5/3/2022

EXHIBIT A
Project Description

Project Description:

Rising Peace is one of Kevin's favorite sculptures to make. Each one is different and starts off with an interesting large rock the artist finds in the landscape. One at a time he welds the cranes together until the composition—the flock—takes off as a whole.

Tsuru, the Japanese word for crane, is among the oldest origami forms folded from a single, uncut square of paper. Images and references to this iconic design date back to the Edo period in Japan, 1603 to 1868. The crane has become a symbol of peace around the world, and folding cranes continues to be an inspirational experience for many. "To me, the cranes in this sculpture represent many generations helping one another find joy and peace," Kevin says. "They are lifting each other up and in all directions, spreading their message into the world."

Rising Peace, 2021

Kevin Box

Powder coated cast stainless steel on stone

Artist's Responsibilities:

The Artist will complete the following tasks:

Attend a site visit; meet with client and the design team, walk-through the existing structure.
Review architectural drawings and renderings.
Review the structural and functional conditions of the project.
Review the code requirements for the project.
Produce drawings, renderings, videos, budget, and project narrative of initial concepts.
Meet with project team, as needed.
Meet with art conservator or provide art conservator report on materials to be used.
Present a proposal consisting of drawings, renderings, video rendering, budget, project narrative.
Revise the proposal based on feedback from the client and design team.
Fabricate a mock-up or a sample of the proposed artwork.
Document the sample with photos and videos.
Assist client and design team with permitting, inspection and approval process for artwork and its support structure
Provide all needed design and engineering for support structure, foundation and wind loads.
Procure materials and parts for full-scale artwork.
Fabricate and assemble artwork.
Attend a meeting on-site to coordinate installation and verify that support structure is ready.
Crate and ship the artwork components to the job site.
Unload and store the artwork components at the job site.
Install and anchor the artwork upon the support structure, including any needed crane/rigging.
Document the final installation with photographs and video.
Provide final statement and drawings.
Create a maintenance manual for the artwork.
Comply with [Contractor] site logistics and safety plans.
Attend meeting with the City of Dublin to review logistics and "overhead work."
All install work must be at prevailing wage rate.

Client and Design Team Responsibilities:

The client and design team will complete the following tasks:
Review artist's proposal and provide feedback.
Obtain and assume the cost of any necessary permits, inspections and approvals for artwork from local authorities.
Client is responsible for all expenses, materials, labor and equipment to prepare the site for the timely installation of the work. This preparation of the site shall include the cost and construction of the foundation.
Meet with artist's installer to coordinate delivery and installation of artwork components.
Provide a place to store the artist's materials during installation.
Process invoices net 30 days from the end of the month.

EXHIBIT B
Schedule of Performance & Compensation Schedule

The artist will complete the tasks described under Artist's Responsibilities in this agreement for a total fee one-hundred seventeen thousand six hundred seven dollars.

Costs

Total Cost (Includes Design, Fabrication, Delivery and Installation)	$ 117,607

Payment Schedule

1. Due upon acceptance of proposal (50%)	$ 58,803.50
2. Due upon notice to proceed with installation (25%)	$ 29,401.75
3. Due upon final acceptance of artwork (25%)	$ 29,401.75

Schedule

1. Acceptance of proposal	Date May 3, 2022
2. Notice to proceed with installation	Date September 1, 2022
3. Completion of installation	Date By December 15, 2022

AGREEMENT FOR SERVICES

Public Art Design, Fabrication and Installation

This Agreement is dated this 29th day of October, 2021, by and between Dublin Crossing, LLC (hereinafter referred to as the "Client"), and David Duskin (hereinafter referred to as the "Artist").

RECITALS

A. The Client has requested the Artist to design, fabricate, and install public art at The Boulevard Master Plan, on Arnold Road. & Central Parkway, Dublin, CA 94568

B. The Artist is qualified and experienced to provide such services.

NOW, THEREFORE, the Client and the Artist, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK. The Artist shall develop the final design of the artwork **(see Exhibit A)** to complete all phases of development (including the acquisition of materials, fabrication) that shall lead to and include the successful installation of the artwork. Artist shall perform all services as detailed in the attached **"Schedule of Performance and Compensation Schedule,"** attached hereto as **Exhibit "B."**
2. WARRANTIES.
   A. Warranty of Title: The Artist warrants that the artwork is original and solely the product of Artist's own creative efforts and does not infringe on the rights of any person or entity. Except as otherwise disclosed in writing to Client, the artwork is unique and original and does not infringe upon any copyright or the rights of any person.
   B. The Artist shall faithfully perform the work required under this agreement in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this agreement. Artist shall assign only competent personnel to perform services pursuant to this agreement.
   C. Warranty of workmanship. The artist shall guarantee its work to be free from faults or defects of material and workmanship for a period of one (1) year after installation and final acceptance of all work by Client.
   D. Warranty of public safety. Artist represents and warrants that the work will not pose a danger to public health or safety, including through the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this agreement.
   E. Warranty of acceptable standard of display and operation. Artist represents and warrants that:
      (1) Occasional or minimal cleaning and repair of the work and any associated working parts and/or equipment will be sufficient to maintain the work within an acceptable standard for public display.
      (2) With general routine cleaning and repair, foreseeable exposure to the elements and general wear and tear will cause the work to experience only minor repairable damage or deterioration, and will not cause the work to experience irreparable damage or deterioration below an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading, and/or peeling.
   F. Manufacturer's Warranty. To the extent the work incorporates products covered by a manufacturers' warranty, artist shall assign, hereby assigns, and shall provide copies of, such warranties to Client.
   G. Warranties provided herein shall inure to the benefit of the ultimate owner(s) of the subject work including Boulevard Master Owners Association, a California nonprofit mutual benefit corporation

(hereinafter "Master Association"). Master Association is an intended beneficiary of this Agreement.

3. COORDINATION. Artist shall personally participate in said project to coordinate all activities of the project. The Client authorizes Josh Roden [Client Authorized Representative] to act on behalf of the Client in accordance with the terms of this Agreement, and to take all actions authorized or required to be taken by the Client.

4. COMPENSATION.

   A. Client shall pay Artist as compensation for such services and conveyance of title to the completed work as set forth in the **"Schedule of Performance and Compensation Schedule"** attached hereto as **Exhibit "B"** and incorporated herein by reference. Client shall pay Artist the amount identified under the "Payment Amount" column after each corresponding phase of work has been completed to the satisfaction of the Client. Artist shall complete all the services required under this Agreement for a total payment from the Client in an amount not to exceed six-hundred thousand dollars ($600,000.00).

   B. Upon completion of each Phase as described on Exhibit "B", Artist shall submit invoices for work performed. Client shall make payment within thirty (30) days after approval of the invoice by Client.

5. TERM. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final installation unless terminated earlier as provided herein.

6. NOTICES. Any notice (including any demand, request, consent, approval, or communication that any party desires or is required to give to any other party or any other person under this Agreement) shall be in writing and either served personally or sent by prepaid, certified or registered mail, return receipt requested. Any such notice shall be addressed as follows:

TO Client:
Dublin Crossing, LLC
Josh Roden, President
12657 Alcosta Blvd, Suite 250, San Ramon, CA 94583
925.743.8000
Amanda.Stone@brookfieldrp.com

TO ARTIST:
David Duskin
222 Fair Street, Petaluma CA, 94952
415.260.8630
david@davidduskin.com

Any party may change its address by notifying the other parties of the change of address. All notices shall be effective on the date of actual delivery, or the date set forth on the return receipt of a certified or registered mail delivery.

7. AMENDMENT OF SCOPE OF WORK. Client may request an amendment to the Scope of Work within the Agreement by written notification to the Artist. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. The Artist may request an adjustment to the contract price or time for performance

only if the Artist establishes to the satisfaction of the Client's Authorized Representative that there was an unforeseen and unforeseeable condition that was outside of the responsibility or control of the Artist. Failure of the Artist to secure Client's written authorization for extra or changed work shall constitute a waiver of all right to adjustment in the contract price or time due.

8. CLIENT'S RIGHT TO TERMINATE/SUSPEND CONTRACT At any time and for any or no reason, Client shall have the right to terminate this Agreement, and pay the Artist (as full payment for all services satisfactorily rendered and expenses incurred hereunder) a proportionate amount of the total fees specified in this Agreement equal to the ratio that the services satisfactorily rendered by the Artist at the time of such termination bears to the total services otherwise required to be performed under the Agreement. Notwithstanding the above, Artist shall not be relieved from liability to Client for damages sustained by virtue of any breach of this Agreement by Artist, whether or not the Agreement was terminated for convenience or cause, and Client may withhold payments not yet made to Artist for the purpose of setoff until such time as the exact amount of damages due Client from Artist is determined. If Client terminates without cause, Client shall have no right of use to any of Artist's work, e.g. studies, preliminary drawings, computations, specifications, etc., without further agreement with Artist.

9. CORRECTION OF WORK. The performance of services or acceptance of information furnished by Artist shall not relieve the Artist from obligation to correct any defective, inaccurate or incomplete work for which Artist is responsible under this Agreement that is subsequently discovered, and all such work shall be remedied by the Artist on demand without cost to the Client.

10. DELAYS AND EXTENSIONS. Time is of the essence concerning performance of this Agreement; however, the Artist will be granted time extensions for delays beyond the Artist's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Artist and the Client.

11. INSURANCE.
    A. Prior to commencing the work that is the subject of this agreement, and throughout the period of this Agreement, and Artist shall obtain and maintain the following policies of insurance, in a form and from insurance companies reasonably acceptable to Client, and shall require any subcontractors to obtain and maintain equivalent coverage: Comprehensive or Commercial General Liability Insurance with limits of no less than $1,000,000.00 per occurrence, with insurers with a Bests' rating of no less than A:VII.
    B. Prior to commencing the work that is the subject of this agreement, Artist shall provide Client with certificates of insurance evidencing the above coverage, and upon request by Client shall provide certified copies of all required insurance policies maintained by Artist.
    C. Prior to commencing the work that is the subject of this agreement, Artist shall obtain and deliver to Client an additional insured endorsement naming Client, City of Dublin, and Master Association as additional insureds, as primary insurance, under Artist's Commercial General Liability policy.
    D. If Artist fails to procure, maintain or pay for the required insurance, Client shall have the right (but not the obligation) to secure the same in the name of and for the account of Artist, in which event, Artist shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance.
    E. Upon receipt of any notice of such insurance carrier's cancellation or alteration, Artist shall within ten (10) calendar days procure other policies of insurance (or make payment of premium if that was the reason for such notice), similar in all respects to the policy or policies about to

expire, be canceled or altered.

12. STANDARD OF CARE. The Client relies upon the professional ability of Artist and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. Artist agrees to use reasonable care and diligence in rendering services under this Agreement. Artist is responsible for the work of all employees, subcontractors, and agents, and the negligence of one of them, if not adequately remedied by Artist, shall be conclusively deemed the negligence of Artist. Artist agrees that the acceptance of his work by Client shall not operate as a waiver or release of said obligation of Artist. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve specialized professional judgment appropriate to the type of work to be performed under this Agreement shall not be used as a basis for submission of inadequate work or incomplete performance.

13. COVENANT AGAINST CONTINGENT FEES. The Artist warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Artist, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. LIENS AND PAYMENTS. Artist shall convey title to the work free from all liens. Artist, independent of Client's payment obligations hereunder, shall timely compensate its subcontractors, employees and suppliers in connection with the services performed hereunder, shall take necessary actions to prevent any lien upon the property that is the subject of Artist's services, and shall defend, indemnify and hold harmless Client against any loss or expense arising out of any labor code violation, or claim of lien from Artist, its subcontractors, employees, or suppliers.

15. CONFLICT OF INTEREST. Artist covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Artist further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. DEFAULT. If Artist fails to perform any obligation under this Agreement, within the time and in the manner herein provided or otherwise violates any term of this Agreement, Client may terminate this Agreement by giving Artist written notice of such termination, stating the reason for such termination. In such event, Artist shall be entitled to receive (as full payment for all services satisfactorily rendered and expenses incurred hereunder) a proportionate amount of the total fees specified in this Agreement equal to the ratio that the services satisfactorily rendered by the Artist bear to the total services otherwise required to be performed under the Agreement. Notwithstanding the above, Artist shall not be relieved from liability to Client for damages sustained by virtue of any breach of this Agreement by Artist, whether or not the Agreement was terminated for convenience or cause, and Client may withhold payments not yet made to Artist for the purpose of setoff until such time as the exact amount of damages due Client from Artist is determined.

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18. EMPLOYMENT PRACTICES. Artist shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

19. COMPLIANCE WITH LAW.
    A. Artist shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Artist and his/her work hereunder and shall ensure that all subcontractors do the same. Artist represents and warrants to Client that Artist has and will keep in effect during the term of this Agreement all licenses, qualifications and approvals of whatsoever nature, which are legally required for Artist to practice Artist's profession and to do the work hereunder.

    B. Artist agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Artist performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Artist shall make the required documentation available upon request to Client for inspection.

20. WORK PRODUCT AND ACCEPTANCE OF WORK

    A. Upon the Client's acceptance of the work required by this Agreement as complete the Client or Master Association shall have no obligation to display or maintain any physical works or art or projects constructed using Artist's conceptual design for any particular time and within the scope of its legal authority. Client and Master Association may in their sole discretion remove, relocate, restore, modify or destroy the physical works or art or projects constructed using Artist's conceptual design at any time after the completion of the project. Client and Master Association owe no obligation to Artist to maintain the work.

    B. As to the Client, the Master Association and their agents, employees and contractors, the Artist hereby waives any and all rights he may have to prevent or cause the prevention of the removal, relocation or destruction of the project once constructed; or to seek other relief in connection with any such removal or destruction, pursuant to Title 17, Section 106A of the United States Code, or pursuant to Section 987 of the California Civil Code as such sections now exist or may hereafter be amended.

    C. Within the scope of its legal authority, Client and Master Association shall have the right to

make photographs, drawings, or other two-dimensional reproductions of the work and the conceptual design without prior consent of the Artist if used solely for non-commercial purposes, advertising, descriptive brochures, and similar purposes.

D. Final Acceptance. Artist shall advise client in writing when Artist has completed all obligations, services, and deliverables under this agreement. The work shall not be officially accepted by the Client unless the City of Dublin has also issued a determination of final acceptance. Client shall make a good faith effort to promptly request a determination as to final acceptance from City.

21. OWNERSHIP AND RISK OF LOSS. Except in the case of early termination of this agreement, title to the artwork shall transfer from Artist to Client or Master Association upon Client's final acceptance of the work. Title transfer shall be self-executing upon Client's final acceptance of the work. Artist will cooperate in providing Client or Master Association any title transfer documents that Client or Master Association may request or require during or after the term of this agreement. The risk of loss or damage to the artwork shall be borne solely by Artist until delivery of the artwork to the property. Artist shall take steps to protect the artwork from loss or damage until final acceptance by Client.

22. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance, and until it receives such assurance, may, if reasonable, suspend any performance for which the agreed return has not been received. "Reasonable" includes not only the conduct of a party with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceed fifteen (15) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

23. CONFIDENTIALITY. Artist shall treat all information obtained from Client in the performance of this Agreement as confidential and proprietary to Client. Artist shall treat all records and work product prepared or maintained by Artist in the performance of this Agreement as confidential. Artist agrees that it will not use any information obtained because of the performance of work for any purpose other than fulfillment of Artist's scope of work. Artist will not disclose any information prepared for Client, or obtained from Client or obtained as a consequence of the performance of work, to any person other than Client, or its own employees, agents or subcontractors, who have a need for the information for the performance of work under this Agreement unless such disclosure is specifically authorized in writing by the Client. Artist shall advise Client of any request for disclosure of information or of any actual or potential disclosure of information. Artist's obligations under this paragraph shall survive the termination of this Agreement.

24. ACCIDENT REPORT. If any damage (including death, personal injury, or property damage) occurs in connection with the performance of this Agreement, Artist shall promptly submit to the Client a written notice of such accident with the following information:

A. Name and address of the injured or deceased person(s);

B. Name and address of any witness;
C. Name and address of Artist's insurance company; and
D. A detailed description of the damage and whether any Client property was involved.

25. ELECTRONIC COMMUNICATIONS. During the course of this Agreement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Artist and the Client acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses or similar destructive electronic programs. Artist and the Client view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Artist agrees to update its system with the software vendor's most current releases at regular intervals.Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The Parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that, its respective communications and documents will be virus free. Occasionally, a Virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are viruses free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

26. ELECTRONIC OR MAGNETIC DATA. If the Scope of Work requires that Artist provide documents in electronic or magnetic formats, they shall be provided in a manipulative form. Client recognizes that electronic or magnetic data and its transmission may be damaged, may develop inaccuracies during use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. Artist shall not be liable for any loss of use, profit, or any other damages arising from Client's reuse, misuse, modification, or misinterpretation of the data submitted in electronic or magnetic form. Nothing contained in this paragraph shall affect the indemnification or standard of care required hereunder for Artist with respect to Artist’s work and work products delivered in hard copy.

27. GENERAL PROVISIONS.

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law. Jurisdiction. In addition, Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Indemnification. Artist will indemnify, hold harmless, and defend Client (including its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, **"Indemnified Party")** against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, that are incurred by Indemnified Party/awarded against Indemnified Party (collectively, **"Losses"**), arising out of any: a) material breach or non-fulfillment of any material representation, warranty, or covenant in this Agreement, (b) any negligent or more culpable act or omission of Artist [or its Personnel] in connection with the performance of its obligations under this Agreement; or (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the acts or omissions of the Artist (including injury to Artist's personnel) or (d) the failure of Artist to materially comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

F. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Artist's duties be delegated without the written consent of Client. Any attempt to assign or delegate this Agreement without the written consent of the Client shall be void and of no force or effect. Consent by the Client to one assignment shall not be deemed consent to any subsequent assignment.

G. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

H. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

I. Time. Time is of the essence in carrying out the duties hereunder.

J. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

K. Each Party's Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

L. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Artist and the Client.

28. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Dublin Crossing, LLC

DocuSigned by:

By: Josh Roden
0D20AE1CD2A74B9...

Print Name: Josh Roden

Title: President

Date: 10/30/2021

David Duskin

DocuSigned by:

By: David Duskin
6BE6D0E16B194A4...

Print Name: David Duskin

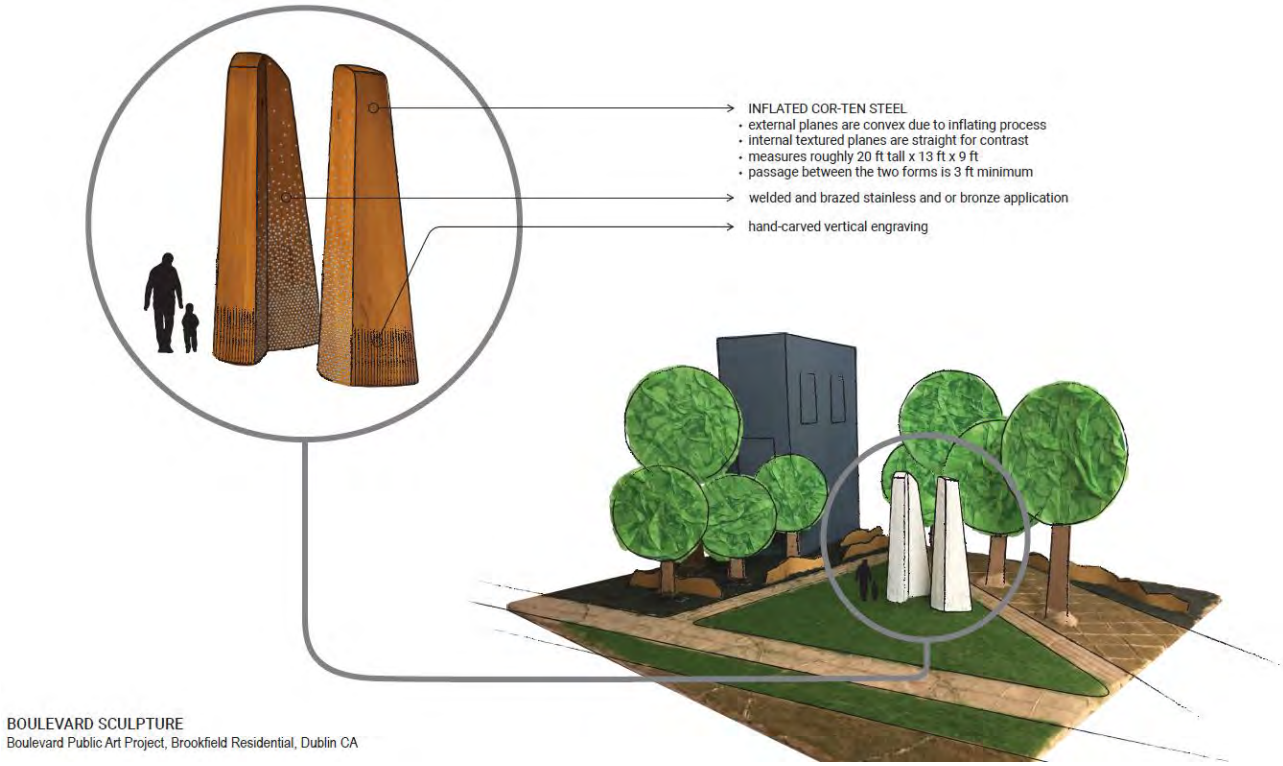
Title: Owner

Date: 10/29/2021

EXHIBIT A
Project Description

Project Description:

Client and Artist agreed to the change in dimensions to approximately 14’ tall x 9’ x 6.5’ on June 29, 2021.



Artist's Responsibilities:

The Artist will complete the following tasks:

Attend a site visit; meet with client and the design team, walk-through the existing structure.
Review architectural drawings and renderings.
Review the structural and functional conditions of the project.
Review the code requirements for the project.
Produce drawings, renderings, videos, budget, and project narrative of initial concepts.
Meet with project team, as needed.
Meet with art conservator or provide art conservator report on materials to be used.
Present a proposal consisting of drawings, renderings, video rendering, budget, project narrative.
Revise the proposal based on feedback from the client and design team.
Fabricate a mock-up or a sample of the proposed artwork.
Document the sample with photos and videos.
Assist client and design team with permitting, inspection and approval process for artwork and its support structure.
Design, engineer, fabricate and install the support structure for the artwork.
Provide all needed engineering for support structure, foundation, wind loads, and construction of the foundation.
Procure materials and parts for full-scale artwork.
Fabricate and assemble artwork.
Attend a meeting on-site to coordinate installation and verify that support structure is ready.
Crate and ship the artwork components to the job site.
Unload and store the artwork components at the job site.
Install and anchor the artwork upon the support structure, including any needed crane/rigging.
Document the final installation with photographs and video.
Provide final statement and drawings.
Create a maintenance manual for the artwork.
Comply with [Contractor] site logistics and safety plans.
Attend meeting with the City of Dublin to review logistics and "overhead work."
All install work must be at prevailing wage rate.

Client and Design Team Responsibilities:

The client and design team will complete the following tasks:
Review artist's proposal and provide feedback.
Obtain and assume the cost of any necessary permits, inspections and approvals for artwork from local authorities.
Meet with artist's installer to coordinate delivery and installation of artwork components.
Provide a place to store the artist's materials during installation.
Process invoices net 30 days from the end of the month.

EXHIBIT B

Schedule of Performance & Compensation Schedule

The artist will complete the tasks described under Artist's Responsibilities in this agreement for a total fee twenty eight thousand dollars.

Costs

Total Cost (Includes Design, Fabrication, Delivery and Installation)	$ 600,000

Payment Schedule

1. Due upon acceptance of proposal (50%)	$ 300,000
2. Due upon notice to proceed with installation (25%)	$ 150,000
3. Due upon final acceptance of artwork (25%)	$ 150,000

Schedule

1. Acceptance of proposal	2022
2. Notice to proceed with installation	2023
3. Completion of installation	2023

AGREEMENT FOR SERVICES

Public Art Design, Fabrication and Installation

This Agreement is dated this 29th day of October, 2021, by and between Dublin Crossing. LLC (hereinafter referred to as the "Client"), and Tyler Van Der Stappen (hereinafter referred to as the "Artist").

RECITALS

A. The Client has requested the Artist to design, fabricate, and install public art at The Boulevard Master Plan, on Sterling Street & Nugget Way, Dublin, CA 94568

B. The Artist is qualified and experienced to provide such services.

NOW, THEREFORE, the Client and the Artist, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK. The Artist shall develop the final design of the artwork **(see Exhibit A)** to complete all phases of development (including the acquisition of materials, fabrication) that shall lead to and include the successful installation of the artwork. Artist shall perform all services as detailed in the attached **"Schedule of Performance and Compensation Schedule,"** attached hereto as **Exhibit "B."**
2. WARRANTIES.
   A. Warranty of Title: The Artist warrants that the artwork is original and solely the product of Artist's own creative efforts and does not infringe on the rights of any person or entity. Except as otherwise disclosed in writing to Client, the artwork is unique and original and does not infringe upon any copyright or the rights of any person.
   B. The Artist shall faithfully perform the work required under this agreement in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this agreement. Artist shall assign only competent personnel to perform services pursuant to this agreement.
   C. Warranty of workmanship. The artist shall guarantee its work to be free from faults or defects of material and workmanship for a period of one (1) year after installation and final acceptance of all work by Client.
   D. Warranty of public safety. Artist represents and warrants that the work will not pose a danger to public health or safety, including through the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this agreement.
   E. Warranty of acceptable standard of display and operation. Artist represents and warrants that:
      (1) Occasional or minimal cleaning and repair of the work and any associated working parts and/or equipment will be sufficient to maintain the work within an acceptable standard for public display.
      (2) With general routine cleaning and repair, foreseeable exposure to the elements and general wear and tear will cause the work to experience only minor repairable damage or deterioration, and will not cause the work to experience irreparable damage or deterioration below an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading, and/or peeling.
   F. Manufacturer's Warranty. To the extent the work incorporates products covered by a manufacturers' warranty, artist shall assign, hereby assigns, and shall provide copies of, such warranties to Client.
   G. Warranties provided herein shall inure to the benefit of the ultimate owner(s) of the subject work

including Boulevard Master Owners Association, a California nonprofit mutual benefit corporation (hereinafter "Master Association"). Master Association is an intended beneficiary of this Agreement.

3. COORDINATION. Artist shall personally participate in said project to coordinate all activities of the project. The Client authorizes Josh Roden Client Authorized Representative] to act on behalf of the Client in accordance with the terms of this Agreement, and to take all actions authorized or required to be taken by the Client.

4. COMPENSATION.

   A. Client shall pay Artist as compensation for such services and conveyance of title to the completed work as set forth in the **"Schedule of Performance and Compensation Schedule"** attached hereto as **Exhibit "B"** and incorporated herein by reference. Client shall pay Artist the amount identified under the "Payment Amount" column after each corresponding phase of work has been completed to the satisfaction of the Client. Artist shall complete all the services required under this Agreement for a total payment from the Client in an amount not to exceed Twenty Eight Thousand Dollars ($28,000).

   B. Upon completion of each Phase as described on Exhibit "B", Artist shall submit invoices for work performed. Client shall make payment within thirty (30) days after approval of the invoice by Client.

5. TERM. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final installation unless terminated earlier as provided herein.

6. NOTICES. Any notice (including any demand, request, consent, approval, or communication that any party desires or is required to give to any other party or any other person under this Agreement) shall be in writing and either served personally or sent by prepaid, certified or registered mail, return receipt requested. Any such notice shall be addressed as follows:

TO Client:
Dublin Crossing, LLC
Josh Roden, President
12657 Alcosta Blvd, Suite 250, San Ramon, CA 94583
925.743.8000
Amanda.Stone@brookfieldrp.com

TO ARTIST:
Tyler van der Stappen
1050 Creekside Drive, Ogden, UT 84404
801.920.2403
tyvanelvi@gmail.com

Any party may change its address by notifying the other parties of the change of address. All notices shall be effective on the date of actual delivery, or the date set forth on the return receipt of a certified or registered mail delivery.

7. AMENDMENT OF SCOPE OF WORK. Client may request an amendment to the Scope of Work within the Agreement by written notification to the Artist. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the

Agreement. The Artist may request an adjustment to the contract price or time for performance only if the Artist establishes to the satisfaction of the Client's Authorized Representative that there was an unforeseen and unforeseeable condition that was outside of the responsibility or control of the Artist. Failure of the Artist to secure Client's written authorization for extra or changed work shall constitute a waiver of all right to adjustment in the contract price or time due.

8. CLIENT'S RIGHT TO TERMINATE/SUSPEND CONTRACT At any time and for any or no reason, Client shall have the right to terminate this Agreement, and pay the Artist (as full payment for all services satisfactorily rendered and expenses incurred hereunder) a proportionate amount of the total fees specified in this Agreement equal to the ratio that the services satisfactorily rendered by the Artist at the time of such termination bears to the total services otherwise required to be performed under the Agreement. Notwithstanding the above, Artist shall not be relieved from liability to Client for damages sustained by virtue of any breach of this Agreement by Artist, whether or not the Agreement was terminated for convenience or cause, and Client may withhold payments not yet made to Artist for the purpose of setoff until such time as the exact amount of damages due Client from Artist is determined. If Client terminates without cause, Client shall have no right of use to any of Artist's work, e.g. studies, preliminary drawings, computations, specifications, etc., without further agreement with Artist.

9. CORRECTION OF WORK. The performance of services or acceptance of information furnished by Artist shall not relieve the Artist from obligation to correct any defective, inaccurate or incomplete work for which Artist is responsible under this Agreement that is subsequently discovered, and all such work shall be remedied by the Artist on demand without cost to the Client.

10. DELAYS AND EXTENSIONS. Time is of the essence concerning performance of this Agreement; however, the Artist will be granted time extensions for delays beyond the Artist's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Artist and the Client.

11. INSURANCE.
    A. Prior to commencing the work that is the subject of this agreement, and throughout the period of this Agreement, and Artist shall obtain and maintain the following policies of insurance, in a form and from insurance companies reasonably acceptable to Client, and shall require any subcontractors to obtain and maintain equivalent coverage: Comprehensive or Commercial General Liability Insurance with limits of no less than $1,000,000.00 per occurrence, with insurers with a Bests' rating of no less than A:VII.
    B. Prior to commencing the work that is the subject of this agreement, Artist shall provide Client with certificates of insurance evidencing the above coverage, and upon request by Client shall provide certified copies of all required insurance policies maintained by Artist.
    C. Prior to commencing the work that is the subject of this agreement, Artist shall obtain and deliver to Client an additional insured endorsement naming Client, City of Dublin, and Master Association as additional insureds, as primary insurance, under Artist's Commercial General Liability policy.
    D. If Artist fails to procure, maintain or pay for the required insurance, Client shall have the right (but not the obligation) to secure the same in the name of and for the account of Artist, in which event, Artist shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance.
    E. Upon receipt of any notice of such insurance carrier's cancellation or alteration, Artist shall within ten (10) calendar days procure other policies of insurance (or make payment of premium

if that was the reason for such notice), similar in all respects to the policy or policies about to expire, be canceled or altered.

12. STANDARD OF CARE. The Client relies upon the professional ability of Artist and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. Artist agrees to use reasonable care and diligence in rendering services under this Agreement. Artist is responsible for the work of all employees, subcontractors, and agents, and the negligence of one of them, if not adequately remedied by Artist, shall be conclusively deemed the negligence of Artist. Artist agrees that the acceptance of his work by Client shall not operate as a waiver or release of said obligation of Artist. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve specialized professional judgment appropriate to the type of work to be performed under this Agreement shall not be used as a basis for submission of inadequate work or incomplete performance.

13. COVENANT AGAINST CONTINGENT FEES. The Artist warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Artist, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. LIENS AND PAYMENTS. Artist shall convey title to the work free from all liens. Artist, independent of Client's payment obligations hereunder, shall timely compensate its subcontractors, employees and suppliers in connection with the services performed hereunder, shall take necessary actions to prevent any lien upon the property that is the subject of Artist's services, and shall defend, indemnify and hold harmless Client against any loss or expense arising out of any labor code violation, or claim of lien from Artist, its subcontractors, employees, or suppliers.

15. CONFLICT OF INTEREST. Artist covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Artist further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. DEFAULT. If Artist fails to perform any obligation under this Agreement, within the time and in the manner herein provided or otherwise violates any term of this Agreement, Client may terminate this Agreement by giving Artist written notice of such termination, stating the reason for such termination. In such event, Artist shall be entitled to receive (as full payment for all services satisfactorily rendered and expenses incurred hereunder) a proportionate amount of the total fees specified in this Agreement equal to the ratio that the services satisfactorily rendered by the Artist bear to the total services otherwise required to be performed under the Agreement. Notwithstanding the above, Artist shall not be relieved from liability to Client for damages sustained by virtue of any breach of this Agreement by Artist, whether or not the Agreement was terminated for convenience or cause, and Client may withhold payments not yet made to Artist for the purpose of setoff until such time as the exact amount of damages due Client from Artist is

determined.

17. INDEPENDENT CONTRACTOR. The parties intend that Artist, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Artist is not to be considered an agent or employee of the Client and is not entitled to participate in any pension plan, insurance, bonus or similar benefits Client provides its employees. In the event Client exercises its right to terminate this Agreement, Artist expressly agrees that he/she shall have no recourse or right of appeal under rules, regulations, ordinances or laws applicable to employees.

18. EMPLOYMENT PRACTICES. Artist shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

19. COMPLIANCE WITH LAW.
    A. Artist shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Artist and his/her work hereunder and shall ensure that all subcontractors do the same. Artist represents and warrants to Client that Artist has and will keep in effect during the term of this Agreement all licenses, qualifications and approvals of whatsoever nature, which are legally required for Artist to practice Artist's profession and to do the work hereunder.

    B. Artist agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Artist performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Artist shall make the required documentation available upon request to Client for inspection.

20. WORK PRODUCT AND ACCEPTANCE OF WORK

    A. Upon the Client's acceptance of the work required by this Agreement as complete the Client or Master Association shall have no obligation to display or maintain any physical works or art or projects constructed using Artist's conceptual design for any particular time and within the scope of its legal authority. Client and Master Association may in their sole discretion remove, relocate, restore, modify or destroy the physical works or art or projects constructed using Artist's conceptual design at any time after the completion of the project. Client and Master Association owe no obligation to Artist to maintain the work.

    B. As to the Client, the Master Association and their agents, employees and contractors, the Artist hereby waives any and all rights he may have to prevent or cause the prevention of the removal, relocation or destruction of the project once constructed; or to seek other relief in connection with any such removal or destruction, pursuant to Title 17, Section 106A of the United States Code, or pursuant to Section 987 of the California Civil Code as such sections now exist or may hereafter be amended.

C. Within the scope of its legal authority, Client and Master Association shall have the right to make photographs, drawings, or other two-dimensional reproductions of the work and the conceptual design without prior consent of the Artist if used solely for non-commercial purposes, advertising, descriptive brochures, and similar purposes.

D. Final Acceptance. Artist shall advise client in writing when Artist has completed all obligations, services, and deliverables under this agreement. The work shall not be officially accepted by the Client unless the City of Dublin has also issued a determination of final acceptance. Client shall make a good faith effort to promptly request a determination as to final acceptance from City.

21. OWNERSHIP AND RISK OF LOSS. Except in the case of early termination of this agreement, title to the artwork shall transfer from Artist to Client or Master Association upon Client's final acceptance of the work. Title transfer shall be self-executing upon Client's final acceptance of the work. Artist will cooperate in providing Client or Master Association any title transfer documents that Client or Master Association may request or require during or after the term of this agreement. The risk of loss or damage to the artwork shall be borne solely by Artist until delivery of the artwork to the property. Artist shall take steps to protect the artwork from loss or damage until final acceptance by Client.

22. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance, and until it receives such assurance, may, if reasonable, suspend any performance for which the agreed return has not been received. "Reasonable" includes not only the conduct of a party with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceed fifteen (15) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

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24. ACCIDENT REPORT. If any damage (including death, personal injury, or property damage) occurs in connection with the performance of this Agreement, Artist shall promptly submit to the Client a written notice of such accident with the following information:

A. Name and address of the injured or deceased person(s);
B. Name and address of any witness;
C. Name and address of Artist's insurance company; and
D. A detailed description of the damage and whether any Client property was involved.

25. ELECTRONIC COMMUNICATIONS. During the course of this Agreement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Artist and the Client acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses or similar destructive electronic programs. Artist and the Client view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Artist agrees to update its system with the software vendor's most current releases at regular intervals.Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The Parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that, its respective communications and documents will be virus free. Occasionally, a Virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are viruses free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

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27. GENERAL PROVISIONS.

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law. Jurisdiction. In addition, Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Indemnification. Artist will indemnify, hold harmless, and defend Client (including its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, **"Indemnified Party")** against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, that are incurred by Indemnified Party/awarded against Indemnified Party (collectively, **"Losses"**), arising out of any: a) material breach or non-fulfillment of any material representation, warranty, or covenant in this Agreement, (b) any negligent or more culpable act or omission of Artist [or its Personnel] in connection with the performance of its obligations under this Agreement; or (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the acts or omissions of the Artist (including injury to Artist's personnel) or (d) the failure of Artist to materially comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

F. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Artist's duties be delegated without the written consent of Client. Any attempt to assign or delegate this Agreement without the written consent of the Client shall be void and of no force or effect. Consent by the Client to one assignment shall not be deemed consent to any subsequent assignment.

G. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

H. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

I. Time. Time is of the essence in carrying out the duties hereunder.

J. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

K. Each Party's Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

L. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Artist and the Client.

28. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Dublin Crossing, LLC

DocuSigned by:

By: Gonzalo Rodriguez
114A38FC0A884F2...

Print Name: Gonzalo Rodriguez

Title: VP

Date: 11/15/2021

Tyler van der Stappen

DocuSigned by:

By:
760AA417C4FF47B...

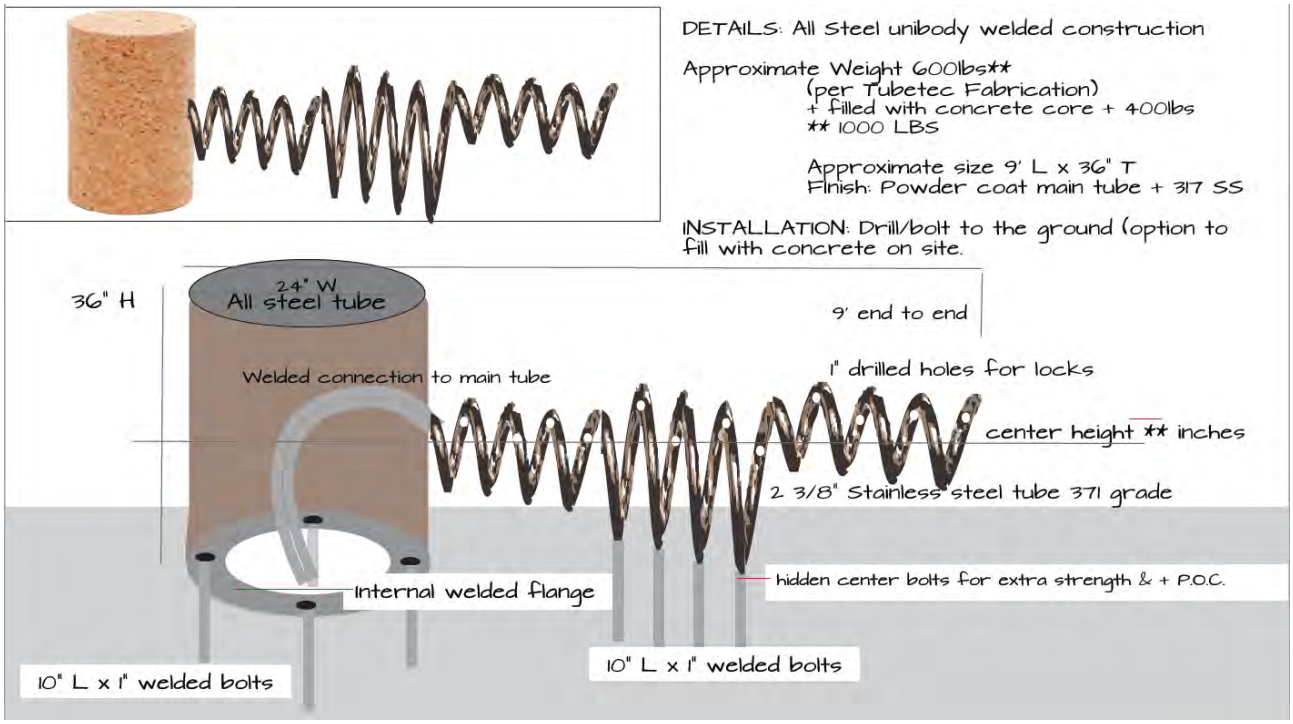
Print Name: Tyler van der Stappen

Title: CEO

Date: 11/12/2021

EXHIBIT A
Project Description

Project Description:



Artist's Responsibilities:

The Artist will complete the following tasks:

Attend a site visit; meet with client and the design team, walk-through the existing structure.
Review architectural drawings and renderings.
Review the structural and functional conditions of the project.
Review the code requirements for the project.
Produce drawings, renderings, videos, budget, and project narrative of initial concepts.
Meet with project team, as needed.
Meet with art conservator or provide art conservator report on materials to be used.
Present a proposal consisting of drawings, renderings, video rendering, budget, project narrative.
Revise the proposal based on feedback from the client and design team.
Fabricate a mock-up or a sample of the proposed artwork.
Document the sample with photos and videos.
Assist client and design team with permitting, inspection and approval process for artwork and its support structure.
Design, engineer, fabricate and install the support structure for the artwork.
Provide all needed engineering for support structure, foundation, wind loads, and construction of the foundation.
Procure materials and parts for full-scale artwork.
Fabricate and assemble artwork.
Attend a meeting on-site to coordinate installation and verify that support structure is ready.
Crate and ship the artwork components to the job site.
Unload and store the artwork components at the job site.
Install and anchor the artwork upon the support structure, including any needed crane/rigging.
Document the final installation with photographs and video.
Provide final statement and drawings.
Create a maintenance manual for the artwork.
Comply with [Contractor] site logistics and safety plans.
Attend meeting with the City of Dublin to review logistics and "overhead work."
All install work must be at prevailing wage rate.

Client and Design Team Responsibilities:

The client and design team will complete the following tasks:
Review artist's proposal and provide feedback.
Obtain and assume the cost of any necessary permits, inspections and approvals for artwork from local authorities.
Meet with artist's installer to coordinate delivery and installation of artwork components.
Provide a place to store the artist's materials during installation.
Process invoices net 30 days from the end of the month.

EXHIBIT B

Schedule of Performance & Compensation Schedule

The artist will complete the tasks described under Artist's Responsibilities in this agreement for a total fee twenty eight thousand dollars.

Costs

Engineering	$ 15,000
Fabrication	$ 9,000
Delivery & Installation	$ 4,000
Total Cost	$ 28,000

Payment Schedule

1. Due upon acceptance of proposal (50%)	$ 14,000
2. Due upon notice to proceed with installation (25%)	$ 7,000
3. Due upon final acceptance of artwork (25%)	$ 7,000

Schedule

	TV	
1. Acceptance of proposal	TV	December 31, 2022
2. Notice to proceed with installation		December 31, 2022
3. Completion of installation	TV	December 31, 2022

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EXHIBIT D

Bond Estimates

Faithful Performance: $1,970,401.25

Labor and Materials: $1,970,401.25

3673321.1

Agenda Item 4.13

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Contract Change Order Authorization for Parking Lot Resurfacing Improvements at Fallon Sports Park
Prepared by: William Wahbeh, Associate Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider increasing the contract change order authority of the City Manager for American Asphalt Repair & Resurfacing Co., Inc., the contractor of the Annual Street Resurfacing Project (CIP No. ST0117), to resurface and restripe the upper terrace parking lot at Fallon Sports Park, using available budget from Fallon Sports Park – Phase 3 (CIP No. PK0119).

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing the City Manager to Approve Contract Change Orders with American Asphalt Repair and Resurfacing Co., Inc. for the Fallon Sports Park Upper Terrace Parking Lot.

FINANCIAL IMPACT:

The cost to resurface and restripe the upper terrace parking lot at Fallon Sports Park is estimated at $100,000. There is approximately $900,000 remaining in the construction budget for Fallon Sports Park – Phase 3 (CIP No. PK0119), that can be used for these improvements.

DESCRIPTION:

On June 15, 2021, the City Council approved Resolution No. 79-21 approving a contract with American Asphalt Repair & Resurfacing Co., Inc. (American Asphalt) for the Annual Street Resurfacing Project (CIP No. ST0117) and authorizing the City Manager to approve contract change orders up to a contingency amount of $150,000 (Attachment 2 Resolution No. 79-21). The total potential construction contract amount, including the contingency, is $1,176,323.

The Annual Street Resurfacing Project (Attachment 3) is currently under construction and has repaired localized failed asphalt concrete pavement, slurry sealed, and installed pavement

delineation on 80 street segments. The project has one remaining roadway segment to complete, Positano Parkway between Fallon Road and La Strada Drive, which is scheduled to be repaired this summer prior to the start of the upcoming school year.

Proposed Change Order

The Fallon Sports Park upper terrace parking lot asphalt surface and pavement marks need repair. Staff recommends that the repair be completed prior to completion and use of the Fallon Sports Park – Phase 3 improvements. Because American Asphalt still has Annual Street Resurfacing Project work to complete, Staff solicited a quote for the cost to repair the parking lot surface. The repair will include cleaning and preparing the existing asphalt surface for application of a sand/oil slurry seal. New pavement delineation and markings will be installed at drive aisles, parking stalls, and crosswalks. American Asphalt Repair & Resurfacing Co., Inc. provided a quote of up to $100,000 to resurface the parking lot while completing the remaining work on Positano Parkway.

To utilize the contractor for this additional scope of work, the City Council will need to approve an increase in the construction contingency amount to $250,000, which increases the not-to-exceed contract total to $1,276,323. The existing contingency amount of $150,000 is already anticipated to be used for the Annual Street Resurfacing Project. The cost for the additional parking lot work would be charged to the Fallon Sports Park, Phase 3 (CIP No. PK0119, Attachment 4).

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a courtesy copy of this report was sent to American Asphalt Repair & Resurfacing Co., Inc.

ATTACHMENTS:

1) Resolution Authorizing the City Manager to Approve Contract Change Orders with American Asphalt Repair & Resurfacing Co., Inc. for the Fallon Sports Park Upper Terrace Parking Lot
2) Resolution No. 79-21 – Approving the Plans and Specifications and Delegating Authority to the City Manager to Award a Construction Contract for Annual Street Resurfacing Project (2021 Slurry Seal), CIP No. ST0117
3) CIP No. ST0117
4) CIP No. PK0119

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACT CHANGE ORDERS WITH AMERICAN ASPHALT REPAIR AND RESURFACING CO., INC. FOR THE FALLON SPORTS PARK UPPER TERRACE PARKING LOT

WHEREAS, on June 15, 2021, the City Council of the City of Dublin adopted Resolution No. 79-21, authorizing the City Manager or designee to consider, approve, award, and execute the contract for the Annual Street Resurfacing Project (2021 Slurry Seal, CIP No. ST0117) ("Project"); and

WHEREAS, the City Council authorized the City Manager or designee to approve contract change orders based on the appropriated funds designated for the Project up to the contingency amount of $150,000; and

WHEREAS, on July 15, 2021, the City Manager executed a construction agreement with American Asphalt Repair and Resurfacing Co., Inc. in the amount of $1,026,323; and

WHEREAS, additional resurfacing has been identified at the Fallon Sports Park upper terrace parking lot to be completed as a part of the Project; and

WHEREAS, sufficient budget is available in the Fallon Sports Park, Phase 3 project (CIP No. PK0119) to complete the additional scope of work, estimated at $100,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby incorporates into the contract with American Asphalt Repair and Resurfacing Co., Inc. the additional work to resurface and restripe the upper terrace parking lot at Fallon Sports Park.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve contract change orders with American Asphalt Repair and Resurfacing Co., Inc. up to the revised contingency amount of $250,000 and increase the not-to-exceed construction contract total to $1,276,323.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 19th day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. 79 - 21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE PLANS AND SPECIFICATIONS AND DELEGATING AUTHORITY TO THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT FOR ANNUAL STREET RESURFACING PROJECT (2021 SLURRY SEAL), CIP NO. ST0117

WHEREAS, the design team has completed the plans and specifications for the Annual Street Resurfacing Project (2021 Slurry Seal), CIP No. ST0117 ("Project") which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, the City Council will be in recess from June 15, 2021 through July 20, 2021; and

WHEREAS, Staff is aware of specific actions that will be needed for the Project during the City Council recess; and

WHEREAS, the City Council will be exercising authority pursuant to Section 2.04.190 of the Dublin Municipal Code to delegate its authority in Sections 2.36.160 and 2.36.090 of the Dublin Municipal Code to the City Manager, provided the bids come in within the budget pre-approved by the City Council and that all other competitive bidding procedures are satisfied.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the plans and specifications for the Project.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to consider, approve, award, and execute the contract and other associated administrative matters needed for the Project within existing budgetary appropriations during the City Council's scheduled recess.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Project Contract Change Orders based on the appropriated funds designated for the Project up to the contingency amount of $150,000.

BE IT FURTHER RESOLVED that the City Manager shall report to the City Council regarding the actions taken under this resolution at the July 20, 2021 City Council meeting.

PASSED, APPROVED AND ADOPTED this 15th day of June 2021, by the following vote:

AYES: Councilmembers Hu, Josey, Kumagai, McCorriston and Mayor Hernandez

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:

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Mayor

ATTEST:

DocuSigned by:

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City Clerk

Number	ST0117	ANNUAL STREET RESURFACING	Program	STREETS

PROJECT DESCRIPTION

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets and resurfacing of bridge decks. The project also includes installation of new or upgrades of existing ADA curb ramps on roads that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City's Pavement Management System to optimize the pavement condition in relation to available budget. The City owns and maintains approximately 147 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 rolling three-year average PCI of 81.

This annual Resurfacing Program is primarily funded by Alameda County Transportation Commission Measure B/BB funds, SB-1, and Gas Tax. This program protects the substantial investment the City has in the public street system.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

				2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2021-2022 BUDGET**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits	$83,320	$73,195	$35,360	$35,360	$35,360	$35,360	$35,360		$333,315
9200	Contract Services	$1,178,945	$650,400	$340,000	$340,000	$340,000	$360,000	$360,000		$3,569,345
9400	Improvements	$6,774,286	$2,028,561	$2,017,401	$1,917,401	$1,917,401	$2,170,601	$2,170,601		$18,996,252
9500	Miscellaneous	$3,366	$38,706	$7,120	$7,120	$7,120	$8,000	$8,000		$79,432
TOTAL		**$8,039,917**	**$2,790,862**	**$2,399,881**	**$2,299,881**	**$2,299,881**	**$2,573,961**	**$2,573,961**		**$22,978,344**

FUNDING SOURCE		**PRIOR YEARS**	**2021-2022 BUDGET**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
1001	General Fund	$400,043	$67,957							$468,000
2201	State Gas Tax	$3,068,518	$1,094,584	$525,920	$600,920	$725,920	$800,000	$800,000		$7,615,862
2204	Measure B Sales Tax - Local Streets Fund (ACTC)	$984,999	$500,000	$300,000						$1,784,999
2205	Measure B Sales Tax - Bike & Pedestrian Fund (ACTC)	$300,000								$300,000
2214	Measure BB Sales Tax - Local Streets Fund (ACTC)	$1,702,000	$104,020	$450,000	$575,000	$450,000	$650,000	$650,000		$4,581,020

FUNDING SOURCE		PRIOR YEARS	2021-2022 BUDGET	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS
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)	$1,041,717	$973,961	$1,123,961	$1,123,961	$1,123,961	$1,123,961	$1,123,961		$7,635,483
2304	Local Recycling Programs	$155,640	$4,360							$160,000
4309	Mitigation Contributions		$45,980							$45,980
TOTAL		**$8,039,917**	**$2,790,862**	**$2,399,881**	**$2,299,881**	**$2,299,881**	**$2,573,961**	**$2,573,961**		**$22,978,344**

ANNUAL OPERATING IMPACT									

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. Construction is underway and is projected to be substantially complete in summer 2022 with a park opening in fall 2022.

ANNUAL OPERATING IMPACT: $260,000

MANAGING DEPARTMENT: Public Works

				2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2021-2022 BUDGET**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits	$110,492	$59,526							$170,018
9200	Contract Services	$530,378	$1,463,734							$1,994,112
9400	Improvements	$1,414,615	$6,819,155							$8,233,770
9500	Miscellaneous	$23,774	$176,326							$200,100
TOTAL		**$2,079,260**	**$8,518,740**							**$10,598,000**

FUNDING SOURCE		**PRIOR YEARS**	**2021-2022 BUDGET**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
4100	Public Facility Fees	$2,079,260	$8,518,740							$10,598,000
TOTAL		**$2,079,260**	**$8,518,740**							**$10,598,000**

ANNUAL OPERATING IMPACT		**$195,000**	**$260,000**	**$260,000**	**$260,000**	**$260,000**		

Agenda Item 4.14

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendment to Agreement with Wesco Graphics, Inc.
Prepared by: Shari Jackman, Communications Manager

EXECUTIVE SUMMARY:

The City Council will consider approving an amendment to the agreement with Wesco Graphics, Inc. to increase the compensation for printing and distribution services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Amendment to the Agreement Between the City of Dublin and Wesco Graphics, Inc.

FINANCIAL IMPACT:

The amendment to the agreement would increase the not-to-exceed compensation by $16,652.78, from $99,184.58 to $115,837.36. There is sufficient funding in the General Fund operating budget to cover the increase.

DESCRIPTION:

On July 20, 2021, the City Council approved a two-year agreement with Wesco Graphics, Inc., for the printing and distribution of the City's newsletters and Activity Guides (Resolution 89-21). These brochures are mailed to each residence in the City of Dublin and are available at each City facility.

Recent global increases in the cost of paper necessitate an increase in the not-to-exceed amount provided in the agreement from $99,184.58 to $115,837.36 for Wesco's services.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Amendment to the Agreement Between the City of Dublin and Wesco Graphics, Inc.
2) Exhibit A to the Resolution – First Amendment to Contracting Services Agreement Between the City of Dublin and Wesco Graphics
3) Contractor Services Agreement Between City of Dublin and Wesco Graphics

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DUBLIN AND WESCO GRAPHICS, INC.

WHEREAS, on July 20, 2021, the City of Dublin and Wesco Graphics entered into a Contracting Services Agreement for printing services; and

WHEREAS, the existing agreement will expire on June 30, 2023; and

WHEREAS, the existing agreement has a not-to-exceed amount of $99,184.58, and due to an increase in the cost of paper, the contract requires additional funds; and

WHEREAS, the City and Wesco Graphics now wish to modify Section 2 of the Agreement to increase the not-to-exceed amount to $115,837.36; and

WHEREAS, Section 2.36.090 of the Dublin Municipal Code requires City Council approval of supplies, equipment, and services with a cost greater than or equal to $45,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Amendment to the Agreement with Wesco Graphics, Inc., attached hereto as **Exhibit A**.

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

PASSED, APPROVED AND ADOPTED this 19th day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO CONTRACTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND WESCO GRAPHICS

WHEREAS, on July 20, 2021, the City of Dublin (hereinafter referred to as "CITY") and **Wesco Graphics** (hereinafter referred to as "CONTRACTOR") entered into a Contracting Services Agreement for printing services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the existing AGREEMENT is scheduled to expire June 30, 2023; and

WHEREAS, the existing agreement has a not to exceed amount of $99,184.58, however, due to an increase in the cost of paper, the contract requires additional funds; and

WHEREAS, the CITY and Wesco Graphics now wish to amend the Agreement to modify Section 2 of the Agreement to increase the not-to exceed amount to $115,837.36, and Exhibit B with the updated quote for paper costs.

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

1) Section 2.0 shall be rescinded in its entirety and replaced with the following:

Section 2.0 COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $115,837.36, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

2) Paragraph 10.10 Exhibit B shall be rescinded in its entirety and replaced with the attached and incorporated herein.

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, City Manager

Dated: _____

WESCO GRAPHICS

DocuSigned by:
Betty Estes
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By: _____
Betty Estes, Vice President

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Please see attached quote.

Exhibit B

WESCO GRAPHICS, INC.
410 East Grant Line Rd #B. Tracy, CA 95376
Phone 209-832-1000 Fax 209-832-7800

RFQ #3227
9 June 2022

Printing Quotation
For
City of Dublin

Quantity:	See Below
Pages:	See Below
Finished Size:	8.25" x 10.75"
Paper Stock:	Cover - 80# Satin Inside – 40# Estar 84 Brite Annual Report -All Gloss
Color:	All 4 Color
Copy Preparation:	Postscript PDF files in CMYK color mode FTP to Wesco Graphics
Inserting:	$12 per thousand
Mailing:	EDDM carrier route presort
Delivery:	Included to Post Office and Office

Cost to Print:

Fall Winter Guide	***84 Pages - 24,000 copies***	***$10,693.39***
Spring Guide	***76 Pages – 24,000 copies***	***$10,033.05***
Summer Camps	***60 Pages – 24,000 copies***	***$ 8,492.37***
Summer Guide	***92 Pages – 24,000 copies***	***$11,353.73***
Annual Report	***12 Pages – 23,900 copies***	***$ 7,536.80***
City Report	***20 Pages – 23,900 copies***	***$11,936.80***
DPS Annual Report	***20 Pages – 1,000 copies***	***$ 2,912.00***

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CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND WESCO GRAPHICS

THIS AGREEMENT for printing services is made by and between the City of Dublin ("City") and Wesco Graphics ("Contractor") (together sometimes referred to as the "Parties") as of July 20, 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, 2023, 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 $99,184.58, 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 beginning and ending dates of the billing period;
- 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, and shall not exceed $99,184.58. 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.

2.10 **Liquidated Damages.** Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

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.

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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.

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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.

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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:
Wesco Graphics
Attn: Betty Estes
410 E. Grant Line Road
Tracy, CA 95376

Any written notice to City shall be sent to:

City of Dublin
Attn: Jacqui Hatzikokolakis
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 & Reimbursable Expenses

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

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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
E33836CFEC044E0...

Linda Smith, City Manager

WESCO GRAPHICS

DocuSigned by:
Betty Estes
EC94F26437F34D0...

Betty Estes, Vice President

Attest:

DocuSigned by:
Marsha Moore
9BB70815D22E40A...

Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:
Jordyn Bishop for
5ED7F38973DC484...

City Attorney

3070365.1

EXHIBIT A

SCOPE OF SERVICES

Printing, mailing (preparation and delivery, not actual postage), and delivery of the next eight issues of Dublin's Activity Guide, and two issues each of the Annual Report, City Report, and Dublin Police Services Annual Report.

Specifications are as follows:

Description of Services	# of copies	# of Pages
2020 DPS Annual Report	1,000 copies	20 pages
2021-22 Fall/Winter Guide	24,700 copies	80 pages + 4-page cover
2020-21 Annual Report	23,900 copies	12 pages
2022 Spring Guide	24,700 copies	64 pages + 4 page cover
2021 DPS Annual Report	1,000 copies	20 pages
2022 Summer Camps & Aquatics Guide	24,800 copies	56 pages + 4 page cover
2021-22 City Report	24,000 copies	12 pages
2022 Summer Guide	25,800 copies	88 pages + 4 page cover
2022-23 Fall/Winter Guide	24,700 copies	80 pages + 4-page cover
2021-22 Annual Report	23,900 copies	12 pages
2023 Spring Guide	24,700 copies	64 pages + 4 page cover
2022 DPS Annual Report	1,000 copies	20 pages
2023 Summer Camps & Aquatics Guide	24,800 copies	56 pages + 4 page cover
2022-23 City Report	24,000 copies	12 pages
2023 Summer Guide	25,800 copies	88 pages + 4 page cover

Activity Guide
Finished size: 8.25 w x 10.5 h
Inside pages: 40# estar 84 brite; full bleeds; 4/4 full color
Cover: 80# sheet-fed satin (text weight); full bleeds; 4/4 full color
Binding: Stitch and trim
Other: no unders or overs
Artwork: PDF (postscript CMYK files) provided; hardcopy proof required
Mailing & Delivery: To be verified at Pleasanton Post Office, and delivered to San Ramon Post Office, ready for bulk rate delivery (carrier route presort) to each residential address in Dublin; remaining Guides to be boxed and delivered to 100 Civic Plaza, Dublin.
Corrections to blueline: included

Annual Report & City Report
Finished size: 8 w x 10.25 h
All pages: 80# sheet-fed satin (text weight); full bleeds; 4/4 full color
Binding: Stitch and trim
Other: no unders or overs
Artwork: PDF (postscript CMYK files) provided; hardcopy proof required

DocuSign Envelope ID: 7BC9110B-8335-4F0D-B44D-D2B9E920F647

Mailing & Delivery: Annual Report to be inserted (blown) into the Fall/Winter Guide; City Report to be inserted (blown) into the Summer Camps & Aquatics Guide; extras of each Report to be boxed and delivered to 100 Civic Plaza, Dublin.
Corrections to blueline: included

DPS Annual Report
Finished size: 10.5 w x 7.75 h
All pages: 80# sheet-fed satin (text weight); full bleeds; 4/4 full color
Binding: Stitch and trim
Other: no unders or overs
Artwork: PDF (postscript CMYK files) provided; hardcopy proof required
Mailing & Delivery: No mailing services required, only delivery to 100 Civic Plaza, Dublin.
Corrections to blueline: included

DocuSign Envelope ID: 7BC9110B-8335-4F0D-B44D-D2B9E920F647

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Please see attached quote.

DocuSign Envelope ID: 7BC9110B-8335-4F0D-B44D-D2B9E920F647

WESCO GRAPHICS, INC.
410 East Grant Line Rd #B. Tracy, CA 95376
Phone 209-832-1000 Fax 209-832-7800

RFQ #3114
19 May 2021

Printing Quotation
For
City of Dublin

Quantity:	See Below
Pages:	See Below
Finished Size:	8.25" x 10.75"
Paper Stock:	Cover - 80# Satin Inside – 40# Estar 84 Brite Annual Report -All Gloss
Color:	All 4 Color
Copy Preparation:	Postscript PDF files in CMYK color mode FTP to Wesco Graphics
Inserting:	$12 per thousand
Mailing:	EDDM carrier route presort
Delivery:	Included to Post Office and Office

Cost to Print:

Fall Winter Guide	***84 Pages - 24,700 copies***	***$9,452.78 – 18905.56***
Spring Guide	***68 Pages – 24,700 copies***	***$8,126.22 – 16252.44***
Summer Camps	***60 Pages – 24,800 copies***	***$7,308.40 – 14616.80***
Summer Guide	***92 Pages – 25,800 copies***	***$10,213.59 – 20427.18***
Annual Report	***12 Pages – 23,900 copies***	***$5,352.10 – 10704.20***
City Report	***12 Pages – 24,000 copies***	***$5,389.20 – 10778.40***
DPS Annual Report	***20 Pages – 1,000 copies***	***$2,500.00 – 5000.00***
Extra DPS Annual Report	***20 Pages – 1,000 copies***	***$2,500.00***

TOTAL: $99,184.58

Agenda Item 6.1

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Zoning Ordinance Amendments for Outdoor Seating and Master Fee Schedule Amendments (PLPA-2022-00020)
Prepared by: Gaspare Annibale, Associate Planner

EXECUTIVE SUMMARY:

The City Council will consider City-initiated amendments to the Zoning Ordinance to continue to facilitate outdoor seating for eating and drinking establishments on a long-term temporary basis to aid in the economic recovery from the COVID-19 pandemic. The City Council will also consider adopting changes to the Master Fee Schedule pertaining to the application fees for Temporary Use Permits for temporary outdoor seating and Site Development Review Waivers for permanent outdoor seating. Additionally, the City Council will consider an exemption from the requirements of the California Environmental Quality Act.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and: 1) waive the reading and INTRODUCE the Ordinance Approving Amendments to Dublin Municipal Code Section 8.12.050 (Permitted and Conditionally Permitted Land Uses), Section 8.76.080 (Parking Requirements by Use Type), and Section 8.108.020 (Uses Permitted with a Temporary Use Permit); and 2) adopt the **Resolution** Amending the Master Fee Schedule by Extending the Application Fee for Temporary Use Permit – Temporary Outdoor Seating and Site Development Review Waiver – Permanent Outdoor Seating Until September 30, 2023.

FINANCIAL IMPACT:

On April 20, 2021, the City Council approved the American Rescue Plans Act (ARPA) Budget and established a fund to track related expenditures. The approved budget includes grant funds for eating and drinking establishments to cover the costs of time and materials associated with processing Temporary Use Permit applications for outdoor seating and Site Development Review Waivers for permanent outdoor seating. The City Council will consider amending the Master Fee Schedule to extend the current application fees for Temporary Use Permit – Temporary Outdoor

Seating and Site Development Review Waiver – Permanent Outdoor Seating until September 30, 2023. The application fees will continue to be based on time and materials to ensure the City recovers the actual costs associated with reviewing these applications utilizing ARPA funding. These fees will be valid until the City's ARPA budget allocation is exhausted, or until September 30, 2023, whichever occurs first. Upon the ARPA budget allocation exhaustion, the TUP and SDR Waiver application fees would revert to the existing flat fee at that time.

DESCRIPTION:

Background

On June 16, 2020, the City Council adopted Ordinance No. 08-20 approving an amendment to Dublin Municipal Code (DMC) Chapter 8.128 (Authority to Administer Title 8) to provide the City Manager with authority to waive certain Zoning Ordinance requirements and/or standards to facilitate business operations affected by public health orders of the federal, state, or county government designed to slow transmission of the Novel Coronavirus (COVID-19). Subsequently, the City established a COVID-19 Relief Temporary Use Permit (TUP) application for minor temporary land uses that facilitate business operations, but deviate from certain development standards, provided they are temporary in nature and do not increase the intensity of the use. Ordinance No. 08-20 and the waiver of certain Zoning Ordinance requirements remained in effect for one year from adoption and expired on June 16, 2021.

In April 2021, Staff held a roundtable meeting with restaurant owners to understand ways the City could assist with their recovery from the COVID-19 environment. Based upon the success of the COVID-19 Relief TUP program and concerns about business operations and consumer preferences related to COVID-19, the restaurant owners expressed an overwhelming desire for the City to continue to facilitate outdoor seating on both a long-term temporary and permanent basis through relaxed regulations.

On August 17, 2021, the City Council adopted Ordinance No. 07-21 approving amendments to DMC Section 8.12.050 (Permitted and Conditionally Permitted Land Uses), Section 8.76.080 (Parking Requirements by Use Type), Section 8.104.030 (Site Development Review Waiver), and Section 8.108.020 (Uses Permitted with a Temporary Use Permit) to permit outdoor seating on a long-term temporary basis and on a permanent basis. The regulations for permitting outdoor seating on a long-term temporary basis are set to expire on September 30, 2022.

The City Council also adopted a companion Resolution (No. 93-21) amending the Master Fee Schedule by establishing two new application fees, based on time and materials, for Temporary Use Permit – Outdoor Seating and Site Development Review Waiver – Outdoor Seating, which are valid until the City's applicable American Rescue Plan Act (ARPA) budget allocation is exhausted, or until September 30, 2022, whichever occurs first.

Since the establishment of the COVID-19 Relief TUP program, the City has approved 47 TUP applications for eating and drinking establishments on a long-term temporary basis.

During the spring of 2022, Staff performed additional outreach to the restaurant owners, including conducting a business survey, walking tour, and another roundtable meeting with the restaurant

owners to understand their evolving needs. The restaurant owners continue to express overwhelming support for the City to facilitate the provision of outdoor dining on a long-term temporary basis. Some smaller users expressed concern about the size of the outdoor seating area allowed by the current regulations and requested that the City allow a certain minimum size for such areas.

Proposed Project

To address the needs of the business community, the City has initiated amendments to the Zoning Ordinance to continue to facilitate outdoor seating for eating and drinking establishments on a long-term temporary basis to aid in economic recovery from the COVID-19 pandemic. Amendments are proposed to DMC Section 8.12.050 (Permitted and Conditionally Permitted Land Uses), Section 8.76.080 (Parking Requirements by Use Type), and Section 8.108.020 (Uses Permitted with a Temporary Use Permit). The proposed project also includes amending the Master Fee Schedule to extend the application fees for Temporary Use Permit – Temporary Outdoor Seating and Site Development Review (SDR) Waiver – Permanent Outdoor Seating, based on time and materials.

Analysis

Zoning Ordinance Amendments

The proposed Zoning Ordinance Amendments would extend the current regulations and continue to permit outdoor seating on a long-term temporary basis with the approval of a Temporary Use Permit, until September 30, 2023. This would also extend the expiration date for all existing approved Temporary Use Permits for temporary outdoor seating until September 30, 2023.

The existing regulations allow temporary outdoor seating to occupy up to 20% of the required parking for an eating and drinking establishment or an equivalent area without having to provide parking for the temporary outdoor seating. To provide greater flexibility to eating and drinking establishments, the proposed Zoning Ordinance Amendments include a minor modification to allow temporary outdoor seating to occupy 20% of the required parking *or a minimum two parking spaces*, whichever is greater. The remainder of the existing regulations for outdoor seating would remain unchanged.

The proposed amendments would continue to facilitate temporary outdoor seating for eating and drinking establishments to aid in economic recovery as the COVID-19 pandemic continues to evolve, and concerns about business operations and consumer preferences persist. The draft Ordinance is included as Attachment 1.

Fee Amendments

The California Constitution authorizes local governments to recover the reasonable costs of providing services. Temporary outdoor seating requires approval of a Temporary Use Permit (TUP) and permanent outdoor seating requires approval of a Site Development Review Waiver (SDRW). The current TUP application fee is $286 and the current SDRW application fee is $401. However, those fees do not recover the full cost to process an application and instead require a General Fund subsidy.

The actual cost of Staff from Planning, Building, Public Works, and Fire Prevention to review a TUP

for outdoor seating is estimated to be approximately $1,631 and the cost to review an SDRW for permanent outdoor seating is estimated to range from $2,929 to $4,529. These costs are eligible for reimbursement through the American Rescue Plans Act (ARPA) Budget. In April 2021, the City established an ARPA funded grant program to pay these application fees on behalf of eating and drinking establishment owners. Staff recommends extending the existing application fees that are due to expire on September 30, 2022, to recover the City's full cost. The proposed fees would be valid until the City's ARPA budget allocation is exhausted, or until September 30, 2023, whichever occurs first. Upon the ARPA budget allocation exhaustion, the TUP and SDR Waiver application fees would revert to the existing flat fee at that time. The draft Resolution, amending the Master Fee Schedule for outdoor seating is included as Attachment 2.

Consistency with the General Plan, Specific Plans, and Zoning Ordinance
The proposed Zoning Ordinance Amendments are consistent with the General Plan and any applicable specific plan in that the amendments are necessary to facilitate outdoor seating for eating and drinking establishments to facilitate business operations and aid in economic recovery post-COVID-19. Specifically, General Plan Goal 11.6.1 call for the City to maintain small-business-friendly development services and Implementation Measure 11.6.1.B.3 to "implement permit/inspection process refinements: improve City procedures, as appropriate."

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 City Council will consider finding the proposed Zoning Ordinance Amendments exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the amendments will not have a significant effect on the environment and are not subject to CEQA review. The City Council will also consider finding the proposed Master Fee Schedule Amendments exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15378(b)(4) because revising fees is not a project and, therefore, is exempt from the requirements of CEQA.

PLANNING COMMISSION REVIEW:

On June 28, 2022, the Planning Commission held a public hearing to consider the proposed Zoning Ordinance Amendments and unanimously adopted Resolution No. 22-10 (Attachment 3), recommending the City Council adopt amendments to the Zoning Ordinance to continue to facilitate outdoor seating for eating and drinking establishments on a long-term temporary basis.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a public notice was published in the *East Bay Times* on July 9, 2022,

and July 14, 2022, and posted at several locations throughout the City. The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Approving Amendments to Dublin Municipal Code Section 8.12.050 (Permitted and Conditionally Permitted Land Uses), Section 8.76.080 (Parking Requirements by Use Type), and Section 8.108.020 (Uses Permitted with a Temporary Use Permit)
2) Resolution Amending the Master Fee Schedule by Extending the Application Fee for Temporary Use Permit – Temporary Outdoor Seating and Site Development Review Waiver – Permanent Outdoor Seating Until September 30, 2023
3) Planning Commission Resolution No. 22-10

ORDINANCE NO. XX-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENTS TO DUBLIN MUNICIPAL CODE SECTION 8.12.050 (PERMITTED AND CONDITIONALLY PERMITTED LAND USES), SECTION 8.76.080 (PARKING REQUIREMENTS BY USE TYPE), AND SECTION 8.108.020 (USES PERMITTED WITH A TEMPORARY USE PERMIT) EFFECTIVE CITY-WIDE PLPA-2021-00024

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The City occasionally initiates amendments to the Zoning Ordinance to clarify, add, or amend certain provisions to ensure that the Zoning Ordinance remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community.

B. On June 16, 2020, the City Council adopted Ordinance No. 08-20, approving an amendment to Dublin Municipal Code (DMC) Chapter 8.128 (Authority to Administer Title 8) to provide the City Manager with authority to waive certain Zoning Ordinance requirements and/or standards to facilitate business operations affected by public health orders of the federal, state, or county government designed to slow transmission of the Novel Coronavirus (COVID-19).

C. Subsequently, the City established a COVID-19 Relief Temporary Use Permit (TUP) application for minor temporary land uses that facilitate business operations, but deviate from certain development standards, provided they are temporary in nature and do not increase the intensity of the use.

D. The waiver of certain Zoning Ordinance requirements remained in effect for one year from adoption and expired on June 16, 2021.

E. In April 2021, Staff held a roundtable meeting with restaurant owners to understand ways the City could assist with their recovery in a post COVID-19 environment. Based upon the success of the COVID-19 Relief TUP program and concerns about business operations and consumer preferences post COVID-19, the restaurant owners expressed an overwhelming desire for the City to continue to facilitate outdoor dining on both a long-term temporary and permanent basis through relaxed regulations.

F. On August 17, 2021, the City Council adopted Ordinance No. 07-21 approving amendments to DMC Section 8.12.050 (Permitted and Conditionally Permitted Land Uses), Section 8.76.080 (Parking Requirements by Use Type), Section 8.104.030 (Site

Development Review Waiver), and Section 8.108.020 (Uses Permitted with a Temporary Use Permit) to permit outdoor seating on a long-term temporary and permanent basis.

G. During the spring of 2022, Staff performed additional outreach to restaurant owners, including a business survey, walking tour and another roundtable meeting to understand their evolving needs and how the City could assist them. The restaurant owners continue to express overwhelming support for the City to facilitate the ability to provide outdoor dining on a long-term temporary basis.

H. The provision of Ordinance No. 07-21 permitting outdoor seating on a long-term temporary basis will expire on September 30, 2022.

I. The COVID-19 pandemic continues to evolve along with efforts to slow the spread of the virus, and concerns about business operations and consumer preferences persist.

J. The City has initiated amendments to the Zoning Ordinance to continue to facilitate outdoor seating on a long-term temporary basis.

K. The proposed Zoning Ordinance Amendments include modifications to DMC Section 8.12.050 (Permitted and Conditionally Permitted Land Uses), Section 8.76.080 (Parking Requirements by Use Type), and Section 8.108.020 (Uses Permitted with a Temporary Use Permit).

L. The Planning Commission held a duly noticed public hearing on June 28, 2022, during which all interested persons were heard, and adopted Resolution No. 22-10 recommending City Council adoption of the proposed Zoning Ordinance Amendments.

M. A Staff Report was submitted to the Dublin City Council recommending approval of the proposed Zoning Ordinance Amendments.

N. The City Council held a public hearing on the proposed Zoning Ordinance Amendments on July 19, 2022, at which time all interested parties had the opportunity to be heard.

O. Proper notice of said hearing was given in all respects as required by law.

P. The City Council did hear and consider all said reports, recommendations and testimony herein above set forth and used its independent judgment to evaluate the project.

SECTION 2. FINDINGS

A. Pursuant to Section 8.120.050.B of the Dublin Municipal Code, the City Council hereby finds that the Zoning Ordinance Amendments are consistent with the General Plan and any applicable Specific Plan in that the amendments are necessary to facilitate temporary outdoor seating for eating and drinking establishments to aid in economic recovery post-COVID-19. Specifically, General Plan Goal 11.6.1 calls for the City to maintain small-business-friendly development services and Implementation Measure 11.6.1.B.3 to "implement permit/inspection process refinements: improve City procedures, as appropriate."

SECTION 3.

A. The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures, require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The City Council hereby finds the amendments to Title 8 of the Dublin Municipal Code (Zoning Ordinance) are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the amendments will not have a significant effect on the environment and are not subject to CEQA review.

SECTION 4.

A. The Dublin Municipal Code is amended as follows:

Section 8.12.050 (Permitted and Conditionally Permitted Land Uses) of Title 8 of the Dublin Municipal Code is amended to add the following row to the table of Commercial Use Types:

COMMERCIAL USE TYPES

COMMERCIAL USE TYPE	A	R-1	R-2	R-M	C-O	C-N	C-1	C-2	M-P	M-1	M-2
Outdoor Seating – Temporary	-	-	-	-	TUP	TUP	TUP	TUP	TUP	TUP	-

Subsection D of Section 8.76.080 (Parking Requirements by Use Type) of Title 8 of the Dublin Municipal Code is amended to add the following in alphabetical order

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Outdoor Seating – Temporary	None

Section 8.108.020 (Uses Permitted with a Temporary Use Permit) of Title 8 of the Dublin Municipal Code is amended by adding provisions for “Outdoor Seating – Temporary” and the remainder of this subsection shall be re-lettered:

N. **Outdoor Seating - Temporary.** Outdoor Seating - Temporary may be permitted, subject to the following conditions:

1. Temporary outdoor seating is permitted until September 30, 2023. The expiration date of all existing approved Temporary Use Permits for temporary outdoor seating are extended to September 30, 2023.

2. Temporary outdoor seating may occupy up to 20 percent of the required parking for that Eating and Drinking Establishment or two parking spaces, whichever is greater.

3. Temporary outdoor seating that is not located in a parking space(s) is limited to a maximum area equivalent to the area of 20 percent of the required parking for that Eating and Drinking Establishment or the area of two parking spaces, whichever is greater.

4. No additional parking is required for the temporary outdoor seating.

5. Tents, canopies, and shade structures.

   a. Tents, canopies, and shade structures are subject to review and approval by the Planning Division, Building Division, and Fire Prevention.

   b. No advertising, logos, banners, or balloons are permitted on any tents, canopies, or shade structures, except with approval of a Temporary Sign.

   c. If a business utilizes more than one tent, canopy, or shade structure, they should be of uniform color and design.

SECTION 5. **Effective Date.** This Ordinance shall take effect and be enforced thirty (30) days following its final adoption and shall remain in effect until September 30, 2023.

SECTION 6. **Severability.** The provision of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the ordinance or their applicability to other persons or circumstances.

SECTION 7. **Posting.** The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this __ day of ____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE MASTER FEE SCHEDULE BY EXTENDING THE APPLICATION FEE FOR TEMPORARY USE PERMIT – TEMPORARY OUTDOOR SEATING AND SITE DEVELOPMENT REVIEW WAIVER – PERMANENT OUTDOOR SEATING UNTIL SEPTEMBER 30, 2023 EFFECTIVE CITY-WIDE PLPA-2022-00021

WHEREAS, the California Constitution authorizes local governments to recover the reasonable costs of providing services; and

WHEREAS, the City processes various permits, applications, and licenses; and

WHEREAS, on June 21, 2022, the Dublin City Council adopted Resolution No. 83-22, adopting an annual update to the Master Fee Schedule for services provided to the City, effective July 1, 2022; and

WHEREAS, the Master Fee Schedule includes application fees for Temporary Use Permit – Temporary Outdoor Seating and Site Development Review Permit – Permanent Outdoor Seating based on time and materials. These fees are valid until the City's American Rescue Plan Act budget allocation is exhausted or until September 30, 2022, whichever occurs first; and

WHEREAS, on July 19, 2022, the City Council considered City-initiated amendments to the Zoning Ordinance to continue to facilitate outdoor seating for eating and drinking establishments on a long-term temporary basis to aid in economic recovery from COVID-19 through September 30, 2023; and

WHEREAS, the City Council desires to extend the application fee for processing Temporary Use Permits for long-term temporary outdoor seating and Site Development Review Waivers for permanent outdoor seating; and

WHEREAS, pursuant to California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15378(b)(4), revising fees is not a project and, therefore, is exempt from the requirements of CEQA.

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 City Council adopts the amendments to the Master Fee Schedule as follows:

#	Item / Service	Description / Unit	Fee
564	Temporary Use Permit – Temporary Outdoor Seating	Per application. This fee shall be valid until the City's applicable American Rescue Plan Act budget	T&M

		allocation is exhausted, or until September 30, 2023, whichever occurs first. Upon expiration, this fee shall be superseded by Fee #562 (Temporary Use Permit - Minor).	
597	Site Development Review Waiver – Permanent Outdoor Seating	Per application. This fee shall be valid until the City's applicable American Rescue Plan Act budget allocation is exhausted, or until September 30, 2023, whichever occurs first. Upon expiration, this fee shall be superseded by Fee #593 (Site Development Review Waiver).	T&M

PASSED, APPROVED AND ADOPTED this 19th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. 22-10

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF DUBLIN**

**RECOMMENDING CITY COUNCIL APPROVAL OF AMENDMENTS TO DUBLIN MUNICIPAL CODE SECTION 8.12.050 (PERMITTED AND CONDITIONALLY PERMITTED LAND USES), SECTION 8.76.080 (PARKING REQUIREMENTS BY USE TYPE), AND SECTION 8.108.020 (USES PERMITTED WITH A TEMPORARY USE PERMIT)
EFFECTIVE CITY-WIDE
PLPA-2021-00024**

WHEREAS, the City occasionally initiates amendments to the Zoning Ordinance to clarify, add, or amend certain provisions to ensure that the Zoning Ordinance remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community; and

WHEREAS, on June 16, 2020, the City Council adopted Ordinance No. 08-20, approving an amendment to Dublin Municipal Code (DMC) Chapter 8.128 (Authority to Administer Title 8) to provide the City Manager with authority to waive certain Zoning Ordinance requirements and/or standards to facilitate business operations affected by public health orders of the federal, state, or county government designed to slow transmission of the Novel Coronavirus (COVID-19); and

WHEREAS, subsequently, the City established a COVID-19 Relief Temporary Use Permit (TUP) application for minor temporary land uses that facilitate business operations, but deviate from certain development standards, provided they are temporary in nature and do not increase the intensity of the use; and

WHEREAS, the waiver of certain Zoning Ordinance requirements remained in effect for one year from adoption and expired on June 16, 2021; and

WHEREAS, in April 2021, Staff held a roundtable meeting with restaurant owners to understand ways the City could assist with their recovery in a post COVID-19 environment. Based upon the success of the COVID-19 Relief TUP program and concerns about business operations and consumer preferences post COVID-19, the restaurant owners expressed an overwhelming desire for the City to continue to facilitate outdoor seating on both a long-term temporary and permanent basis through relaxed regulations; and

WHEREAS, on August 17, 2021, the City Council adopted Ordinance No. 07-21 approving amendments to DMC Section 8.12.050 (Permitted and Conditionally Permitted Land Uses), Section 8.76.080 (Parking Requirements by Use Type), Section 8.104.030 (Site Development Review Waiver), and Section 8.108.020 (Uses Permitted with a Temporary Use Permit) to permit outdoor seating on a long-term temporary and permanent basis; and

WHEREAS, the provision of Ordinance No. 07-21 permitting outdoor seating on a long-term temporary basis will expire on September 30, 2022; and

WHEREAS, during the spring of 2022, Staff performed additional outreach to restaurant owners, including a business survey, walking tour and another roundtable meeting to understand their evolving needs and how the City could assist them. The restaurant owners continue to

express overwhelming support for the City to facilitate the ability to provide outdoor dining on a long-term temporary basis; and

WHEREAS, the COVID-19 pandemic continues to evolve along with efforts to slow the spread of the virus, and concerns about business operations and consumer preferences persist; and

WHEREAS, the City has initiated amendments to the Zoning Ordinance to continue to facilitate outdoor seating on a long-term temporary basis; and

WHEREAS, the proposed Zoning Ordinance Amendments include modifications to DMC Section 8.12.050 (Permitted and Conditionally Permitted Land Uses), Section 8.76.080 (Parking Requirements by Use Type), and Section 8.108.020 (Uses Permitted with a Temporary Use Permit); and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 28, 2022, during which all interested persons were heard; and

WHEREAS, a Staff Report was submitted to the Dublin Planning Commission recommending approval of the proposed Zoning Ordinance Amendments; and

WHEREAS, the Planning Commission did hear and consider all said reports, recommendations and testimony herein above set forth and used its independent judgment to evaluate the project.

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 28th day of June, 2022 by the following vote:

AYES: **Dawn Benson, Catheryn Grier, Renata Tyler, Kashef Qaadri, Stephen Wright**

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
Catheryn Grier
5EAC72E0ACF74DD...
Planning Commission Chair

ATTEST:
DocuSigned by:
Kristie Wheeler
9EDB9DB87254493...
Assistant Community Development Director

Item 6.1

DUBLIN
CALIFORNIA

Zoning Ordinance Amendments for Outdoor Seating and Master Fee Schedule Amendments

City Council
July 19, 2022

Background

- June 16, 2020 – City Council adopted Ordinance No. 08-20 authorizing City Manager to waive certain Zoning requirements to facilitate business operations during the pandemic
  - City established COVID-19 Relief Temporary Use Permit application (expired June 16, 2021)

- August 17, 2021 – City Council adopted Ordinance No. 07-21 approving amendments for outdoor seating on long-term temporary and permanent basis
  - Regulations for long-term temporary outdoor seating permitted until September 30, 2022

Long-Term Temporary TUPs

- Since June 2020, 47 TUPs have been approved to allow long-term outdoor seating for eating and drinking establishments

Restaurant Roundtable

- Spring 2022 – Outreach/roundtable, business survey and walking tour
  - Continued support for long-term temporary outdoor seating and requested City allow a minimum size for outdoor seating in parking areas

Proposed Project

- Amendments to Zoning Ordinance to continue to facilitate outdoor seating for eating and drinking establishments on a long-term temporary basis
- New and existing temporary outdoor seating permitted until September 30, 2023
- Continue to allow temporary outdoor seating to occupy 20 percent of the required parking *or a minimum two parking spaces, whichever is greater*

Proposed Fee Amendment

- Current Application Fees:
  - Temporary Use Permit for Temporary Outdoor Seating and Site Development Review Waiver for Permanent Outdoor Seating: T+M
  - Set to expire September 30, 2022
- Proposed Fee Amendment would extend current T+M fees until City's ARPA budget allocation is exhausted or September 30, 2023, whichever occurs first

Planning Commission Review

- On June 28, 2022, the Planning Commission considered the proposed Zoning Ordinance Amendments and recommended approval to the City Council

Recommendation

- Waive the reading and introduce the **Ordinance** approving amendments to Dublin Municipal Code
- Adopt the **Resolution** amending the Master Fee Schedule by extending the application fee for Temporary Use Permit – Temporary Outdoor Seating and Site Development Review Waiver – Permanent Outdoor Seating until September 30, 2023

DUBLIN
CALIFORNIA

Agenda Item 6.2

STAFF REPORT

CITY COUNCIL

DATE: July 19, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Districts—Public Hearing 4: Draft Final District Map Review and Community Feedback Opportunity
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will hold a Public Hearing to give the community an opportunity to provide feedback regarding the boundaries and composition of the Draft Final Maps. The City Council will review and/or revise Draft Final Maps, select a Final Map, and determine election sequencing. At the February 15, 2022 meeting, the City Council adopted a Resolution Declaring its Intention to Transition From an At-Large Election System to a District-Based Election System. Under California Elections Code, the City must hold a series of Public Hearings to allow the community to provide input on the composition of districts and Communities of Interest as well as the potential district boundaries, draft maps, and sequence of elections. Maps considered at this meeting must have been published at least seven days before the Public Hearing. Representatives from National Demographics Corporation will provide a brief presentation prior to the Public Hearing to review the draft maps and legal criteria for district maps.

STAFF RECOMMENDATION:

Receive the presentation, conduct the Public Hearing to receive input, review and/or revise Draft Final Maps, and select a Final Map and determine election sequencing.

FINANCIAL IMPACT:

There is no financial impact associated with the presentation of this information. Costs borne by the City for consultants working on this project were provided in previous Staff Reports to the City Council.

DESCRIPTION:

Background

On February 15, 2022, the City Council adopted Resolution 17-22 Declaring its Intention to Transition from an At-Large Election System to a District-Based Election System in conformance with the California Voting Rights Act of 2001 (CVRA). The Resolution declares the City's intent to consider adoption of an ordinance establishing district-based elections beginning with the November 2024 regular municipal election.

Under Elections Code Section 10010, a city is required to hold at least five Public Hearings during the transition process. The first two Public Hearings gave the community an opportunity to provide input on the composition of the districts before any maps are drawn. Subsequently, draft district maps will be drawn by the City's demographer, and two additional Public Hearings will be held for the public to provide input regarding draft maps, sequence of elections, Communities of Interest, and potential district boundaries, and to provide direction on draft maps options and refinements. The maps must be published at least seven days before the Public Hearing to be considered by the City Council. This is the fourth Public Hearing. The fifth, and final, Public Hearing will be for the City Council to consider an ordinance that establishes the district-based elections and approves the maps.

District Drawing Factors

The public is requested to provide input regarding Communities of Interest and other local factors that should be considered while drafting district maps. A Community of Interest is a neighborhood or group that would benefit from being in the same district because of shared interests, views, or characteristics. Examples of these include, but are not limited to:

- Natural dividing lines such as major roads, hills, or highways.
- Areas around parks and other neighborhood landmarks/amenities.
- School attendance areas.
- Common issues, neighborhood activities, or legislative/election concerns; and
- Shared demographic characteristics, such as:
    - Similar levels of income, education, or linguistic insolation.
    - Languages spoken at home.
    - Single-family and multi-family housing unit areas.

The district boundary maps must meet certain criteria. In particular, the districts must be roughly equal in population, excluding persons incarcerated in federal prisons. However, persons incarcerated at Santa Rita Jail are included in the population count for the districts (Elec. Code, § 21601, subd. (a)).

The districts are further subject to the following criteria in order of priority:

- Geographical contiguity.
- Minimize the division of any local neighborhood or local community of interest.
- Easily identified and understood by residents.
- Geographical compactness. (Elec. Code, § 21601, subd. (c).)

Community Outreach

In April, the City of Dublin launched an extensive and robust outreach process to ensure that the Dublin community is engaged and empowered to participate in the districting process. Staff began by creating dedicated districting web pages on the City website and expanded to a multi-media outreach approach.

As a part of Dublin's districting outreach process, the City posted weekly social media posts to Facebook, Instagram, Twitter, and Nextdoor to inform and encourage the public to participate. The City collected reach and impressions for all platforms to gauge the unique number of people reached and the number of times a social media post appeared on someone's platform between April 8 through July 1. These two metrics help portray the breadth of the number of people that were informed about the districting process through social media.

Throughout the posting period, Facebook reached over 2,900 people, Instagram reached over 5,800 people and Twitter had over 9,200 impressions. The City also posted weekly to Nextdoor and included posts in recurring "Backyard Briefs" and had over 11,000 impressions.

In addition to gaining organic views on Facebook, the City launched two paid Facebook advertisements to ensure that the public knew about the districting process and was aware of draft map deadlines specifically on Facebook. The City's Facebook advertisements promoted the animated districting video, and the draft maps deadline, targeting residents 18 and older that lived within City limits. The two Facebook advertisements successfully reached over 11,500 people.

Additional outreach included a Citywide Community Workshop postcard to all Dublin postal customers, several press releases, emails to website districting subscribers, calls and emails to civic and community business organizations, and process flyers posted to the website and distributed at the Dublin Farmer's Market. Staff were present at each Farmer's Market for the months of May and June and spoke to an estimated 30-40 people each day or 240-280 people in total.

The City hosted two Community Workshops for the public, which had a total attendance of 53. Information on the workshops were provided in previous Staff Reports to the City Council.

District Map Selection Process

Attachment 1 includes draft final maps for the City Council's consideration. These maps include both those drafted by members of the community as well as National Demographics Corporation.

Next Steps

Staff is requesting the City Council do the following:

1. Receive the presentation.
2. Conduct the Public Hearing to receive input.
3. Review and/or revise Draft Final Maps.
4. Select a Final Map and determine election sequencing.

This information will be used to draft the Ordinance and Resolution to facilitate the transition to District Based Elections, which will be introduced and considered by the City Council at the August 16, 2022 meeting. If necessary, the City Council may use this fifth Public Hearing to select or make minor/technical adjustments to a final map.

All information relating to the transition to district-based elections can be found at www.dublin.ca.gov/dublindistricts. Anyone with questions or comments on this process can email the City at dublindistricts@dublin.ca.gov or call the District Formation Call Line at 925-574-4875.

The tentative schedule for future hearing dates and workshops regarding the City's potential transition from at-large to district-based elections is as follows:

Table 1: Tentative Schedule

Date	Meeting	Topics
Thursday **April 28, 2022** **6:00 p.m.**	Virtual Workshop 1	Overview of Process, Parameters, Mapping Tools; Community Feedback. (Done)
Wednesday **May 4, 2022** **6:00 p.m.**	In-Person Workshop 2	Overview of Process, Parameters, Mapping Tools; Community Feedback. (Done)
Tuesday **May 17, 2022** **7:00 p.m.**	Public Hearing 2	Map Drawing Criteria, Communities of Interest; Mapping Tools; Community Feedback. (Done)
Tuesday **June 21, 2022** **7:00 p.m.**	Public Hearing 3	NDC and Community Draft Maps; Community Feedback.
Wednesday **July 6, 2022**	***Deadline to Submit Community Draft Maps for Public Hearing 4***	
Tuesday **July 19, 2022** **7:00 p.m.**	**Public Hearing 4**	**NDC and Community Revised Maps; City Council Selects Finalist(s); Sequencing of District Elections.**
Tuesday **August 16, 2022** **7:00 p.m.**	Public Hearing 5	City Council Final Map Selection; Introduction of Ordinance.
Tuesday **September 6, 2022**	City Council Consent Calendar	Second Reading of Ordinance.

7:00 p.m.		

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City published a Public Hearing Notice in the *East Bay Times* and posted on www.dublin.ca.gov/dublindistricts on July 13, 2022. Individuals subscribed to the Dublin Districts notification list were emailed regarding this meeting. The City Council Agenda was posted.

ATTACHMENTS:

1) Draft Final Maps
2) Public Comment and Correspondence

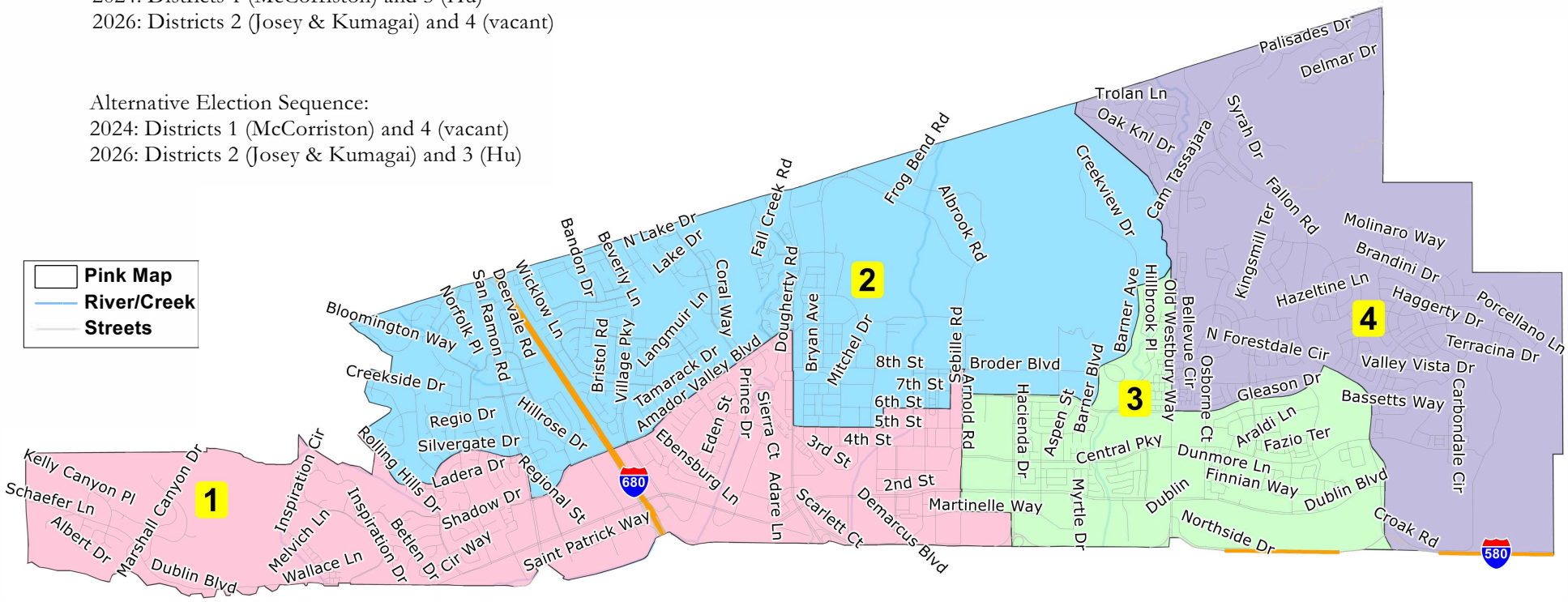
Dublin 2022 Districting

Pink Map

6.43% Total Deviation

Proposed Election Sequence:
2024: Districts 1 (McCorriston) and 3 (Hu)
2026: Districts 2 (Josey & Kumagai) and 4 (vacant)

Alternative Election Sequence:
2024: Districts 1 (McCorriston) and 4 (vacant)
2026: Districts 2 (Josey & Kumagai) and 3 (Hu)



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NDC Pink						
District		1	2	3	4	Total
	Total Pop	17,562	18,362	17,213	18,331	71,468
	Deviation from ideal	-305	495	-654	464	1,149
	% Deviation	-1.71%	2.77%	-3.66%	2.60%	6.43%
Total Pop	% Hisp	10.8%	21%	7%	4%	11%
	% NH White	31%	40%	19%	11%	25%
	% NH Black	6%	4%	4%	2%	4%
	% Asian-American	50%	29%	68%	81%	57%
Citizen Voting Age Pop	Total	13,640	14,491	12,182	12,070	52,383
	% Hisp	10%	21%	7%	4%	11%
	% NH White	33%	42%	21%	12%	28%
	% NH Black	5%	5%	4%	2%	4%
	% Asian/Pac.Isl.	48%	27%	65%	80%	54%
Voter Registration (Nov 2020)	Total	8,562	9,926	7,175	8,544	34,207
	% Latino est.	11%	15%	10%	6%	11%
	% Spanish-Surnamed	10%	14%	10%	6%	10%
	% Asian-Surnamed	20%	13%	30%	45%	26%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	60%	66%	49%	37%	54%
	% NH Black	6%	3%	7%	7%	6%
Voter Turnout (Nov 2020)	Total	7,244	8,364	6,044	7,476	29,128
	% Latino est.	11%	14%	10%	6%	10%
	% Spanish-Surnamed	10%	13%	9%	6%	10%
	% Asian-Surnamed	20%	12%	31%	45%	26%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	60%	67%	49%	37%	54%
	% NH Black	6%	3%	7%	7%	5%
Voter Turnout (Nov 2018)	Total	4,604	5,826	3,772	4,033	18,235
	% Latino est.	10%	13%	10%	6%	10%
	% Spanish-Surnamed	9%	13%	9%	6%	10%
	% Asian-Surnamed	16%	8%	25%	42%	21%
	% Filipino-Surnamed	2%	2%	3%	3%	3%
	% NH White est.	66%	72%	51%	40%	59%
	% NH Black est.	5%	3%	7%	6%	5%
ACS Pop. Est.	Total	14,204	16,038	17,272	12,819	60,333
Age	age0-19	25%	25%	30%	32%	28%
	age20-60	60%	57%	58%	56%	58%
	age60plus	16%	18%	12%	12%	14%
Immigration	immigrants	33%	31%	37%	58%	39%
	naturalized	53%	50%	44%	57%	51%
Language spoken at home	english	60%	65%	42%	39%	52%
	spanish	5%	7%	5%	3%	5%
	asian-lang	20%	18%	35%	35%	27%
	other lang	14%	10%	18%	22%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	14%	11%	18%	17%	15%
Education (among those age 25+)	hs-grad	24%	31%	16%	13%	22%
	bachelor	40%	35%	39%	37%	38%
	graduatedegree	25%	20%	36%	39%	30%
Child in Household	child-under18	39%	41%	51%	63%	47%
Pct of Pop. Age 16+	employed	72%	69%	74%	74%	72%
Household Income	income 0-25k	7%	4%	5%	5%	5%
	income 25-50k	9%	9%	7%	1%	7%
	income 50-75k	7%	9%	7%	2%	7%
	income 75-200k	48%	57%	46%	33%	47%
	income 200k-plus	28%	21%	36%	59%	34%
Housing Stats	single family	65%	75%	56%	94%	70%
	multi-family	35%	25%	44%	6%	30%
	rented	40%	35%	43%	11%	35%
	owned	60%	65%	57%	89%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

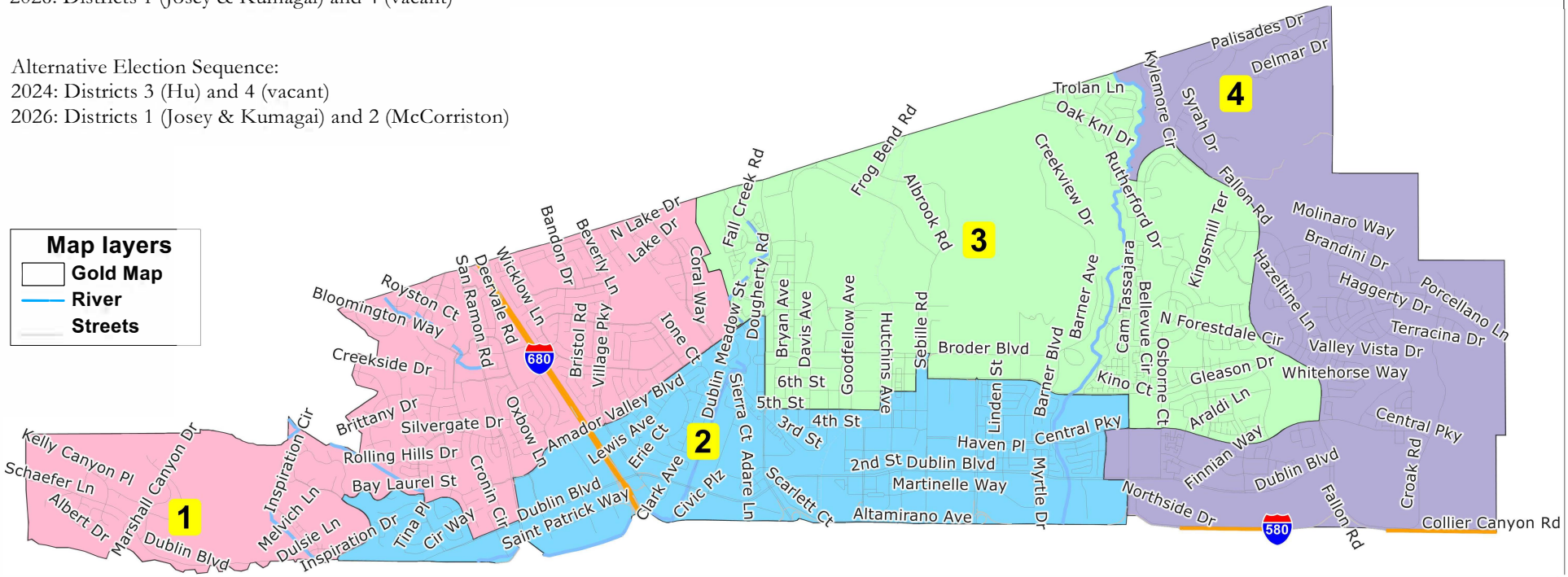
Dublin 2022 Districting

Gold Map

3.12% Total Deviation

Proposed Election Sequence:
2024: Districts 2 (McCorriston) and 3 (Hu)
2026: Districts 1 (Josey & Kumagai) and 4 (vacant)

Alternative Election Sequence:
2024: Districts 3 (Hu) and 4 (vacant)
2026: Districts 1 (Josey & Kumagai) and 2 (McCorriston)



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Gold Map

District		1	2	3	4	Total
	Total Pop	17,856	17,650	18,208	17,754	71,468
	Deviation from ideal	-11	-217	341	-113	558
	% Deviation	-0.06%	-1.21%	1.91%	-0.63%	3.12%
Total Pop	% Hisp	15.4%	10%	12%	6%	11%
	% NH White	39%	27%	20%	13%	25%
	% NH Black	3%	6%	4%	3%	4%
	% Asian-American	39%	54%	60%	76%	57%
Citizen Voting Age Pop	Total	13,613	13,410	13,191	12,169	52,383
	% Hisp	14%	10%	14%	6%	11%
	% NH White	43%	30%	23%	15%	28%
	% NH Black	3%	6%	5%	4%	4%
	% Asian/Pac.Isl.	36%	52%	55%	73%	54%
Voter Registration (Nov 2020)	Total	11,035	7,778	7,837	7,557	34,207
	% Latino est.	14%	12%	8%	8%	11%
	% Spanish-Surnamed	13%	11%	8%	8%	10%
	% Asian-Surnamed	15%	22%	35%	38%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	56%	47%	40%	54%
	% NH Black	3%	7%	6%	8%	6%
Voter Turnout (Nov 2020)	Total	9,375	6,548	6,769	6,436	29,128
	% Latino est.	13%	11%	8%	8%	10%
	% Spanish-Surnamed	12%	11%	8%	8%	10%
	% Asian-Surnamed	15%	22%	35%	39%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	56%	47%	40%	54%
	% NH Black	3%	7%	6%	8%	5%
Voter Turnout (Nov 2018)	Total	6,844	4,023	3,812	3,556	18,235
	% Latino est.	12%	11%	8%	8%	10%
	% Spanish-Surnamed	11%	10%	8%	8%	10%
	% Asian-Surnamed	11%	17%	30%	35%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	71%	60%	51%	43%	59%
	% NH Black est.	3%	6%	5%	8%	5%
ACS Pop. Est.	Total	17,123	13,471	16,759	12,981	60,333
Age	age0-19	26%	26%	31%	30%	28%
	age20-60	55%	63%	57%	57%	58%
	age60plus	19%	12%	13%	13%	14%
Immigration	immigrants	27%	37%	38%	57%	39%
	naturalized	58%	47%	52%	49%	51%
Language spoken at home	english	67%	58%	40%	42%	52%
	spanish	7%	6%	3%	5%	5%
	asian-lang	17%	19%	37%	35%	27%
	other lang	9%	17%	20%	18%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	10%	15%	18%	17%	15%
Education (among those age 25+)	hs-grad	30%	23%	15%	16%	22%
	bachelor	36%	40%	39%	38%	38%
	graduatedegree	21%	26%	36%	37%	30%
Child in Household	child-under18	41%	41%	59%	49%	47%
Pct of Pop. Age 16+	employed	70%	74%	71%	74%	72%
Household Income	income 0-25k	4%	8%	4%	5%	5%
	income 25-50k	9%	9%	2%	7%	7%
	income 50-75k	8%	7%	4%	7%	7%
	income 75-200k	52%	50%	42%	42%	47%
	income 200k-plus	26%	26%	48%	38%	34%
Housing Stats	single family	85%	53%	82%	56%	70%
	multi-family	15%	47%	18%	44%	30%
	rented	26%	51%	21%	42%	35%
	owned	74%	49%	79%	58%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

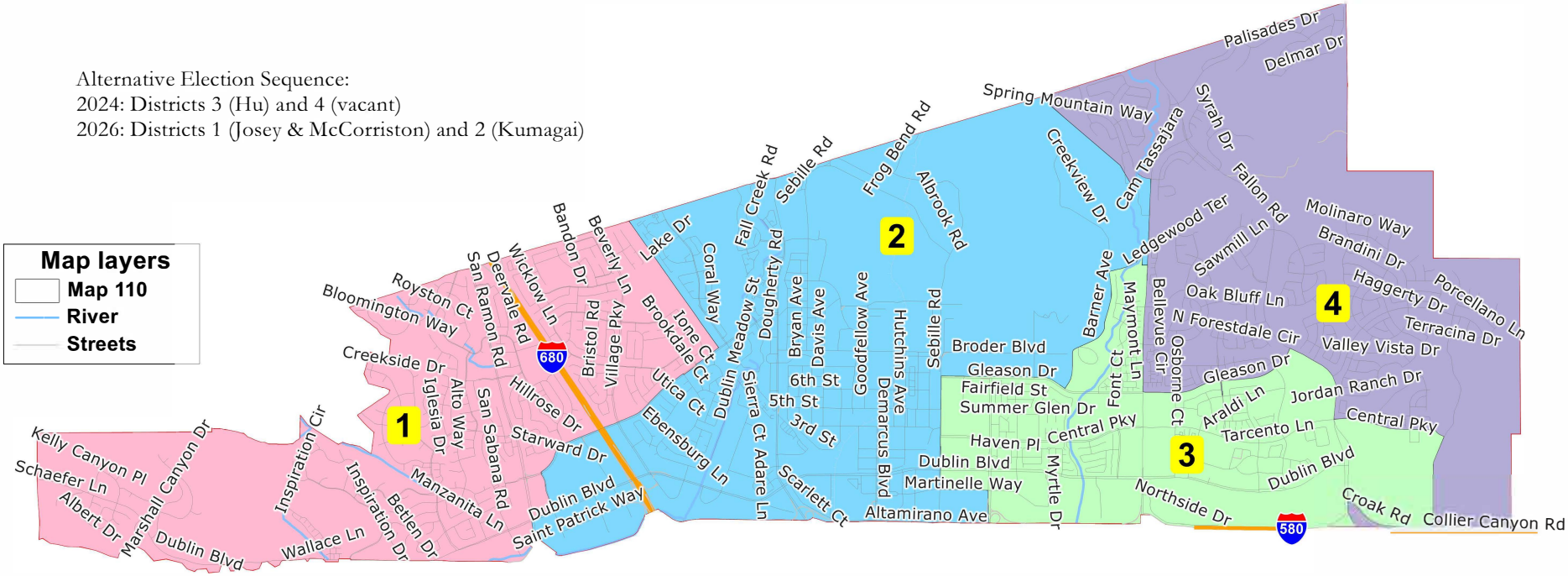
Dublin 2022 Districting

Map 110

4.87% Total Deviation

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 3 (Hu)
2026: Districts 2 (Kumagai) and 4 (vacant)

Alternative Election Sequence:
2024: Districts 3 (Hu) and 4 (vacant)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)



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Map 110						
District		1	2	3	4	Total
	Total Pop	17,588	18,386	17,516	17,978	71,468
	Deviation from ideal	-279	519	-351	111	870
	% Deviation	-1.56%	2.90%	-1.96%	0.62%	4.87%
Total Pop	% Hisp	15.0%	17%	7%	4%	11%
	% NH White	40%	31%	19%	10%	25%
	% NH Black	3%	7%	4%	2%	4%
	% Asian-American	39%	40%	68%	82%	57%
Citizen Voting Age Pop	Total	13,353	14,809	12,392	11,829	52,383
	% Hisp	14%	18%	7%	4%	11%
	% NH White	43%	33%	21%	12%	28%
	% NH Black	3%	7%	4%	2%	4%
	% Asian/Pac.Isl.	37%	38%	65%	81%	54%
Voter Registration (Nov 2020)	Total	10,953	7,623	7,253	8,378	34,207
	% Latino est.	13%	13%	10%	6%	11%
	% Spanish-Surnamed	12%	12%	9%	6%	10%
	% Asian-Surnamed	15%	17%	30%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	59%	49%	36%	54%
	% NH Black	2%	8%	7%	7%	6%
Voter Turnout (Nov 2020)	Total	9,335	6,354	6,113	7,326	29,128
	% Latino est.	13%	12%	10%	6%	10%
	% Spanish-Surnamed	12%	11%	9%	6%	10%
	% Asian-Surnamed	15%	17%	31%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	67%	59%	49%	37%	54%
	% NH Black	2%	7%	7%	7%	5%
Voter Turnout (Nov 2018)	Total	6,885	3,561	3,807	3,982	18,235
	% Latino est.	12%	11%	10%	6%	10%
	% Spanish-Surnamed	11%	11%	9%	6%	10%
	% Asian-Surnamed	12%	12%	25%	42%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	72%	65%	51%	40%	59%
	% NH Black est.	2%	7%	7%	6%	5%
ACS Pop. Est.	Total	17,081	13,184	17,415	12,654	60,333
Age	age0-19	25%	24%	30%	32%	28%
	age20-60	55%	62%	58%	56%	58%
	age60plus	19%	13%	12%	12%	14%
Immigration	immigrants	26%	40%	37%	57%	39%
	naturalized	61%	43%	44%	57%	51%
Language spoken at home	english	68%	57%	42%	40%	52%
	spanish	6%	6%	5%	3%	5%
	asian-lang	18%	20%	35%	35%	27%
	other lang	8%	17%	18%	22%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	18%	17%	15%
Education (among those age 25+)	hs-grad	30%	25%	16%	13%	22%
	bachelor	36%	39%	39%	37%	38%
	graduatedegree	20%	26%	36%	39%	30%
Child in Household	child-under18	40%	40%	51%	63%	47%
Pct of Pop. Age 16+	employed	69%	73%	74%	74%	72%
Household Income	income 0-25k	4%	7%	5%	5%	5%
	income 25-50k	9%	9%	7%	1%	7%
	income 50-75k	8%	8%	7%	2%	7%
	income 75-200k	50%	55%	46%	33%	47%
	income 200k-plus	28%	22%	36%	59%	34%
Housing Stats	single family	89%	49%	56%	94%	70%
	multi-family	11%	51%	44%	6%	30%
	rented	21%	56%	43%	11%	35%
	owned	79%	44%	57%	89%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting

Map 111

1.46% Total Deviation

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 3 (Hu)
2026: Districts 2 (Kumagai) and 4 (vacant)

Alternative Election Sequence:
2024: Districts 3 (Hu) and 4 (vacant)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)

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Map 111						
District		1	2	3	4	Total
	Total Pop	17,717	17,796	17,977	17,978	71,468
	Deviation from ideal	-150	-71	110	111	261
	% Deviation	-0.84%	-0.40%	0.62%	0.62%	1.46%
Total Pop	% Hisp	15.1%	18%	7%	4%	11%
	% NH White	39%	31%	19%	10%	25%
	% NH Black	3%	8%	4%	2%	4%
	% Asian-American	39%	39%	68%	82%	57%
Citizen Voting Age Pop	Total	13,458	14,325	12,771	11,829	52,383
	% Hisp	14%	18%	7%	4%	11%
	% NH White	43%	33%	22%	12%	28%
	% NH Black	3%	7%	5%	2%	4%
	% Asian/Pac.Isl.	37%	37%	65%	81%	54%
Voter Registration (Nov 2020)	Total	11,005	7,424	7,400	8,378	34,207
	% Latino est.	13%	13%	10%	6%	11%
	% Spanish-Surnamed	12%	12%	10%	6%	10%
	% Asian-Surnamed	16%	17%	30%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	59%	49%	36%	54%
	% NH Black	2%	8%	7%	7%	6%
Voter Turnout (Nov 2020)	Total	9,377	6,188	6,237	7,326	29,128
	% Latino est.	13%	12%	10%	6%	10%
	% Spanish-Surnamed	12%	11%	9%	6%	10%
	% Asian-Surnamed	15%	17%	30%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	67%	59%	49%	37%	54%
	% NH Black	2%	7%	7%	7%	5%
Voter Turnout (Nov 2018)	Total	6,907	3,490	3,856	3,982	18,235
	% Latino est.	12%	11%	10%	6%	10%
	% Spanish-Surnamed	11%	11%	9%	6%	10%
	% Asian-Surnamed	12%	12%	25%	42%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	72%	66%	51%	40%	59%
	% NH Black est.	2%	7%	7%	6%	5%
ACS Pop. Est.	Total	17,157	12,819	17,703	12,654	60,333
Age	age0-19	25%	24%	30%	32%	28%
	age20-60	55%	62%	58%	56%	58%
	age60plus	19%	13%	12%	12%	14%
Immigration	immigrants	26%	40%	37%	57%	39%
	naturalized	61%	43%	44%	57%	51%
Language spoken at home	english	68%	57%	42%	40%	52%
	spanish	6%	6%	5%	3%	5%
	asian-lang	18%	20%	35%	35%	27%
	other lang	8%	17%	18%	22%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	18%	17%	15%
Education (among those age 25+)	hs-grad	30%	25%	16%	13%	22%
	bachelor	36%	39%	39%	37%	38%
	graduatedegree	20%	25%	36%	39%	30%
Child in Household	child-under18	40%	40%	51%	63%	47%
Pct of Pop. Age 16+	employed	69%	73%	74%	74%	72%
Household Income	income 0-25k	4%	7%	5%	5%	5%
	income 25-50k	9%	9%	7%	1%	7%
	income 50-75k	8%	8%	7%	2%	7%
	income 75-200k	50%	55%	46%	33%	47%
	income 200k-plus	28%	22%	36%	59%	34%
Housing Stats	single family	89%	49%	56%	94%	70%
	multi-family	11%	51%	44%	6%	30%
	rented	21%	56%	44%	11%	35%
	owned	79%	44%	56%	89%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

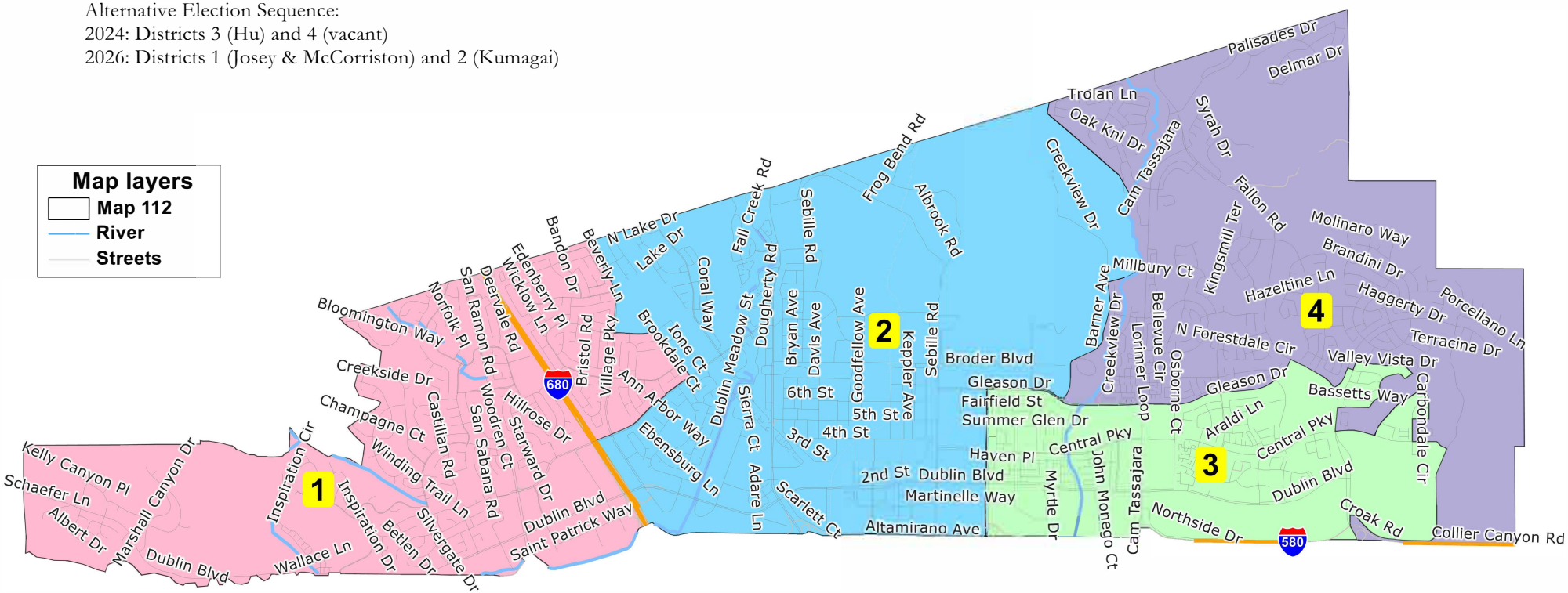
Dublin 2022 Districting

Map 112

1.79% Total Deviation

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 3 (Hu)
2026: Districts 2 (Kumagai) and 4 (vacant)

Alternative Election Sequence:
2024: Districts 3 (Hu) and 4 (vacant)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)



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Map 112

District		1	2	3	4	Total
	Total Pop	17,867	18,057	17,737	17,807	71,468
	Deviation from ideal		190	-130	-60	320
	% Deviation	0.00%	1.06%	-0.73%	-0.34%	1.79%
Total Pop	% Hisp	15.0%	18%	6%	5%	11%
	% NH White	39%	32%	18%	11%	25%
	% NH Black	3%	7%	4%	2%	4%
	% Asian-American	40%	39%	70%	80%	57%
Citizen Voting Age Pop	Total	13,714	14,417	12,458	11,794	52,383
	% Hisp	14%	18%	7%	4%	11%
	% NH White	42%	34%	20%	13%	28%
	% NH Black	3%	7%	4%	2%	4%
	% Asian/Pac.Isl.	37%	37%	66%	79%	54%
Voter Registration (Nov 2020)	Total	10,907	7,581	7,126	8,593	34,207
	% Latino est.	13%	13%	10%	7%	11%
	% Spanish-Surnamed	12%	12%	9%	7%	10%
	% Asian-Surnamed	16%	17%	30%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	60%	49%	37%	54%
	% NH Black	3%	7%	8%	6%	6%
Voter Turnout (Nov 2020)	Total	9,270	6,338	6,013	7,507	29,128
	% Latino est.	13%	12%	9%	7%	10%
	% Spanish-Surnamed	12%	11%	9%	7%	10%
	% Asian-Surnamed	16%	17%	31%	44%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	61%	48%	38%	54%
	% NH Black	3%	7%	8%	6%	5%
Voter Turnout (Nov 2018)	Total	6,726	3,808	3,567	4,134	18,235
	% Latino est.	12%	11%	10%	7%	10%
	% Spanish-Surnamed	12%	11%	9%	7%	10%
	% Asian-Surnamed	12%	11%	26%	42%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	71%	65%	52%	41%	59%
	% NH Black est.	3%	6%	8%	5%	5%
ACS Pop. Est.	Total	16,939	13,304	16,586	13,504	60,333
Age	age0-19	25%	25%	30%	32%	28%
	age20-60	56%	61%	58%	56%	58%
	age60plus	19%	14%	12%	12%	14%
Immigration	immigrants	27%	39%	42%	50%	39%
	naturalized	60%	43%	45%	57%	51%
Language spoken at home	english	67%	57%	41%	40%	52%
	spanish	7%	6%	4%	3%	5%
	asian-lang	18%	20%	36%	34%	27%
	other lang	8%	17%	18%	23%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	18%	17%	15%
Education (among those age 25+)	hs-grad	30%	25%	16%	13%	22%
	bachelor	37%	39%	38%	38%	38%
	graduatedegree	20%	25%	37%	38%	30%
Child in Household	child-under18	40%	41%	51%	63%	47%
Pct of Pop. Age 16+	employed	69%	72%	74%	74%	72%
Household Income	income 0-25k	5%	7%	5%	5%	5%
	income 25-50k	9%	9%	7%	1%	7%
	income 50-75k	8%	8%	7%	2%	7%
	income 75-200k	50%	55%	44%	36%	47%
	income 200k-plus	28%	21%	37%	55%	34%
Housing Stats	single family	87%	50%	56%	90%	70%
	multi-family	13%	50%	44%	10%	30%
	rented	23%	55%	42%	15%	35%
	owned	77%	45%	58%	85%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

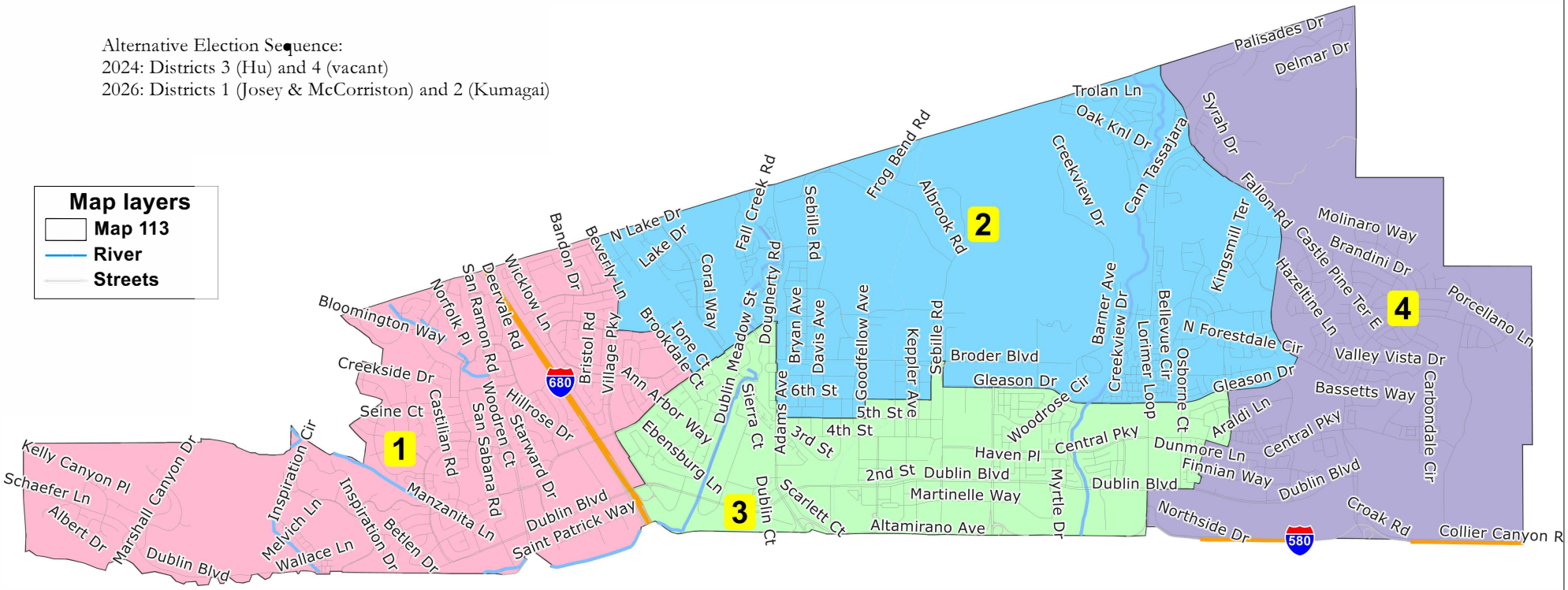
Dublin 2022 Districting

Map 113

0.83% Total Deviation

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 3 (Hu)
2026: Districts 2 (Kumagai) and 4 (vacant)

Alternative Election Sequence:
2024: Districts 3 (Hu) and 4 (vacant)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)



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Map 113						
District		1	2	3	4	Total
	Total Pop	17,887	17,782	17,930	17,869	71,468
	Deviation from ideal	20	-85	63	2	148
	% Deviation	0.11%	-0.48%	0.35%	0.01%	0.83%
Total Pop	% Hisp	15.0%	14%	10%	5%	11%
	% NH White	39%	24%	26%	11%	25%
	% NH Black	3%	5%	6%	3%	4%
	% Asian-American	40%	55%	55%	79%	57%
Citizen Voting Age Pop	Total	13,728	13,203	13,475	11,977	52,383
	% Hisp	14%	15%	9%	5%	11%
	% NH White	42%	26%	29%	13%	28%
	% NH Black	3%	5%	6%	3%	4%
	% Asian/Pac.Isl.	37%	50%	53%	77%	54%
Voter Registration (Nov 2020)	Total	10,908	7,941	7,815	7,543	34,207
	% Latino est.	13%	10%	12%	7%	11%
	% Spanish-Surnamed	12%	9%	11%	7%	10%
	% Asian-Surnamed	16%	30%	23%	41%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	50%	54%	39%	54%
	% NH Black	3%	5%	8%	8%	6%
Voter Turnout (Nov 2020)	Total	9,271	6,832	6,547	6,478	29,128
	% Latino est.	13%	9%	12%	7%	10%
	% Spanish-Surnamed	12%	9%	11%	7%	10%
	% Asian-Surnamed	16%	30%	24%	41%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	51%	54%	39%	54%
	% NH Black	3%	5%	7%	8%	5%
Voter Turnout (Nov 2018)	Total	6,726	3,943	3,957	3,609	18,235
	% Latino est.	12%	9%	11%	7%	10%
	% Spanish-Surnamed	12%	9%	10%	7%	10%
	% Asian-Surnamed	12%	25%	18%	37%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	71%	56%	58%	42%	59%
	% NH Black est.	3%	4%	7%	8%	5%
ACS Pop. Est.	Total	16,951	13,718	15,102	14,563	60,333
Age	age0-19	25%	29%	27%	31%	28%
	age20-60	56%	57%	62%	56%	58%
	age60plus	19%	14%	11%	13%	14%
Immigration	immigrants	27%	41%	37%	53%	39%
	naturalized	60%	51%	45%	50%	51%
Language spoken at home	english	67%	46%	53%	39%	52%
	spanish	7%	5%	5%	4%	5%
	asian-lang	18%	29%	24%	39%	27%
	other lang	8%	20%	18%	18%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	15%	16%	18%	15%
Education (among those age 25+)	hs-grad	30%	19%	21%	15%	22%
	bachelor	37%	37%	40%	38%	38%
	graduatedegree	20%	33%	30%	38%	30%
Child in Household	child-under18	40%	54%	45%	54%	47%
Pct of Pop. Age 16+	employed	69%	71%	75%	73%	72%
Household Income	income 0-25k	5%	4%	7%	5%	5%
	income 25-50k	9%	3%	9%	6%	7%
	income 50-75k	8%	5%	7%	6%	7%
	income 75-200k	50%	51%	48%	38%	47%
	income 200k-plus	28%	37%	29%	45%	34%
Housing Stats	single family	87%	72%	52%	68%	70%
	multi-family	13%	28%	48%	32%	30%
	rented	23%	35%	51%	30%	35%
	owned	77%	65%	49%	70%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

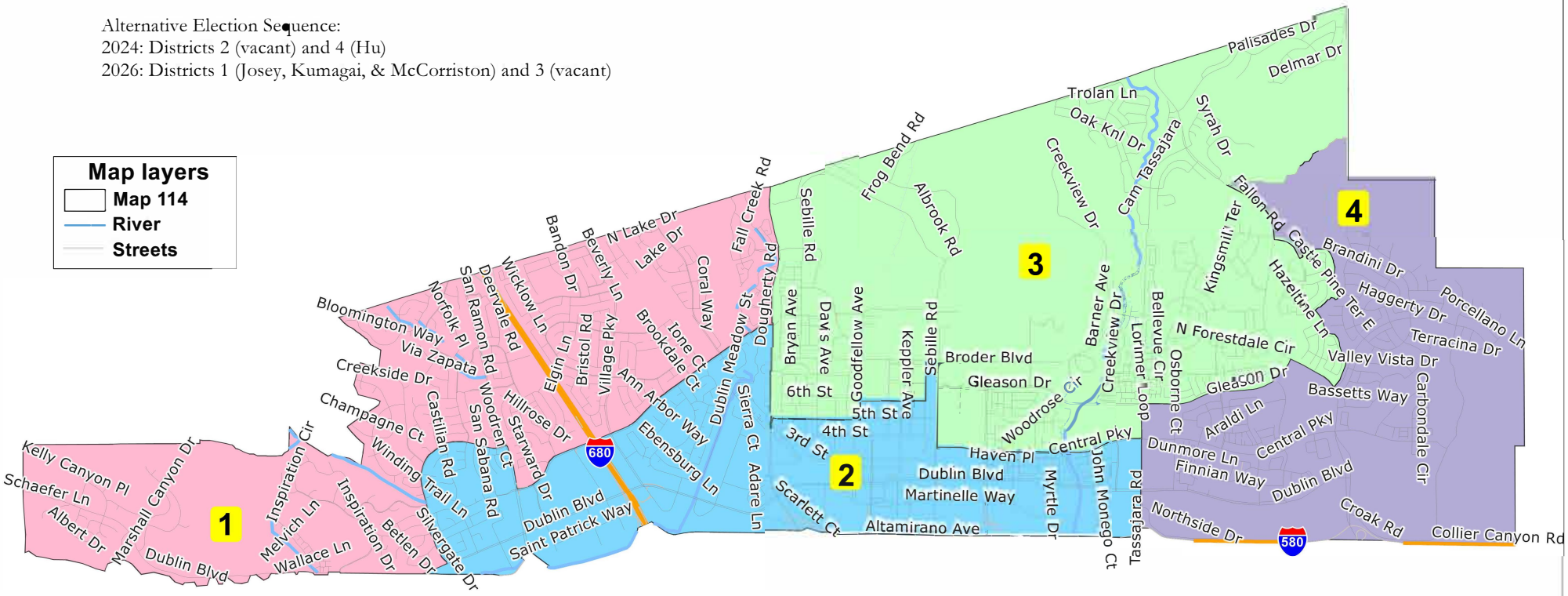
Dublin 2022 Districting

Map 114

9.96% Total Deviation

Proposed Election Sequence:
2024: Districts 1 (Josey, Kumagai, & McCorriston) and 4 (Hu)
2026: Districts 2 (vacant) and 3 (vacant)

Alternative Election Sequence:
2024: Districts 2 (vacant) and 4 (Hu)
2026: Districts 1 (Josey, Kumagai, & McCorriston) and 3 (vacant)



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Map 114						
District		1	2	3	4	Total
	Total Pop	19,011	17,705	17,520	17,232	71,468
	Deviation from ideal	1,144	-162	-347	-635	1,779
	% Deviation	6.40%	-0.91%	-1.94%	-3.55%	9.96%
Total Pop	% Hisp	15.4%	11%	11%	5%	11%
	% NH White	40%	29%	16%	14%	25%
	% NH Black	4%	6%	4%	4%	4%
	% Asian-American	38%	51%	66%	75%	57%
Citizen Voting Age Pop	Total	14,587	13,660	12,437	11,699	52,383
	% Hisp	14%	11%	13%	5%	11%
	% NH White	43%	32%	18%	16%	28%
	% NH Black	4%	6%	4%	4%	4%
	% Asian/Pac.Isl.	35%	49%	62%	73%	54%
Voter Registration (Nov 2020)	Total	11,455	8,019	7,627	7,106	34,207
	% Latino est.	14%	12%	7%	8%	11%
	% Spanish-Surnamed	13%	11%	7%	8%	10%
	% Asian-Surnamed	15%	19%	41%	37%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	59%	39%	43%	54%
	% NH Black	3%	7%	6%	8%	6%
Voter Turnout (Nov 2020)	Total	9,708	6,715	6,641	6,064	29,128
	% Latino est.	13%	12%	7%	8%	10%
	% Spanish-Surnamed	12%	11%	7%	7%	10%
	% Asian-Surnamed	15%	19%	41%	38%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	67%	59%	40%	43%	54%
	% NH Black	3%	7%	6%	8%	5%
Voter Turnout (Nov 2018)	Total	6,995	4,146	3,601	3,493	18,235
	% Latino est.	12%	12%	7%	8%	10%
	% Spanish-Surnamed	12%	11%	7%	7%	10%
	% Asian-Surnamed	11%	14%	37%	33%	21%
	% Filipino-Surnamed	2%	2%	3%	3%	3%
	% NH White est.	71%	65%	42%	46%	59%
	% NH Black est.	3%	6%	5%	8%	5%
ACS Pop. Est.	Total	17,922	14,730	13,327	14,354	60,333
Age	age0-19	25%	26%	31%	31%	28%
	age20-60	56%	62%	57%	56%	58%
	age60plus	18%	13%	12%	13%	14%
Immigration	immigrants	29%	34%	41%	54%	39%
	naturalized	54%	47%	57%	47%	51%
Language spoken at home	english	64%	61%	43%	36%	52%
	spanish	7%	5%	5%	4%	5%
	asian-lang	19%	18%	30%	43%	27%
	other lang	10%	17%	22%	17%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	17%	19%	15%
Education (among those age 25+)	hs-grad	29%	24%	15%	14%	22%
	bachelor	36%	40%	39%	38%	38%
	graduatedegree	22%	26%	35%	39%	30%
Child in Household	child-under18	41%	39%	62%	54%	47%
Pct of Pop. Age 16+	employed	70%	75%	71%	73%	72%
Household Income	income 0-25k	4%	8%	5%	5%	5%
	income 25-50k	8%	9%	2%	7%	7%
	income 50-75k	8%	8%	2%	7%	7%
	income 75-200k	54%	51%	40%	39%	47%
	income 200k-plus	25%	25%	51%	44%	34%
Housing Stats	single family	79%	53%	86%	66%	70%
	multi-family	21%	47%	14%	34%	30%
	rented	31%	51%	20%	31%	35%
	owned	69%	49%	80%	69%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting

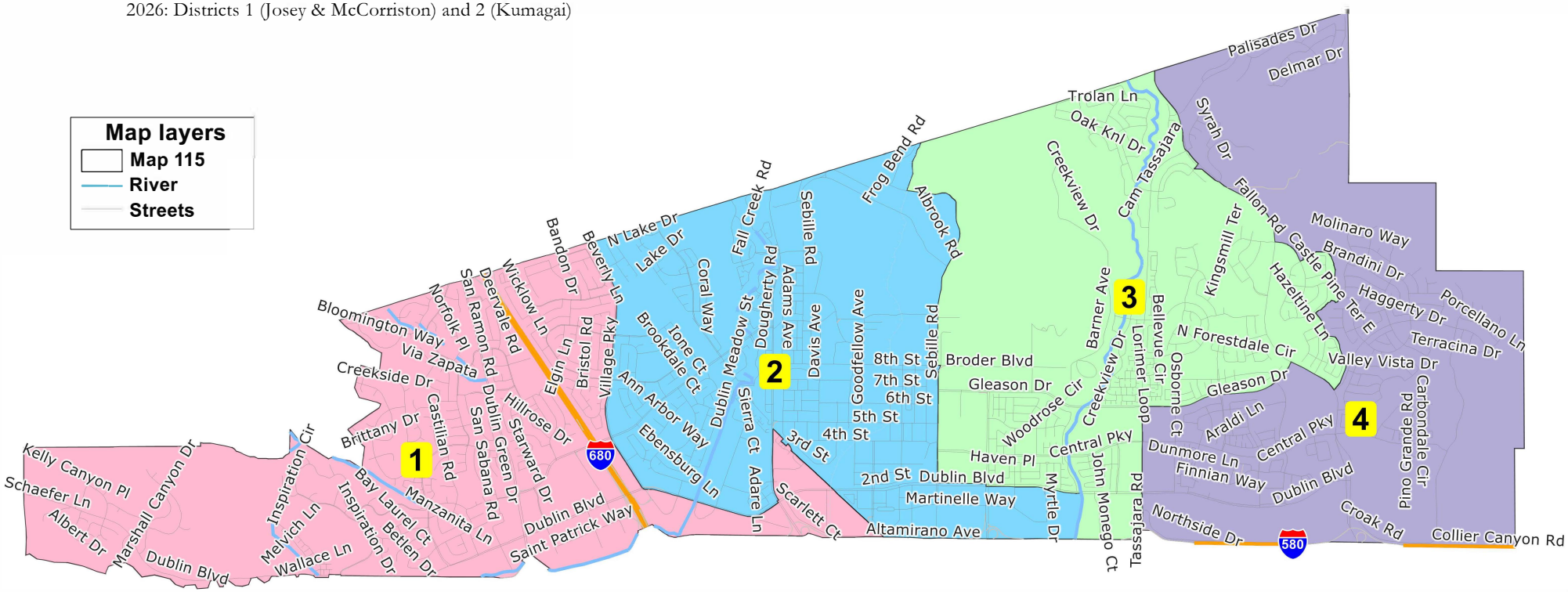
Map 115

Not Population Balanced

14.06% Total Deviation

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 4 (Hu)
2026: Districts 2 (Kumagai) and 3 (vacant)

Alternative Election Sequence:
2024: Districts 3 (vacant) and 4 (Hu)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)



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Map 115						
District		1	2	3	4	Total
	Total Pop	17,328	16,576	19,088	18,476	71,468
	Deviation from ideal	-539	-1,291	1,221	609	2,512
	% Deviation	-3.02%	-7.23%	6.83%	3.41%	14.06%
Total Pop	% Hisp	14.7%	14%	10%	5%	11%
	% NH White	38%	34%	17%	13%	25%
	% NH Black	3%	7%	4%	3%	4%
	% Asian-American	41%	42%	67%	76%	57%
Citizen Voting Age Pop	Total	13,314	12,804	13,769	12,496	52,383
	% Hisp	14%	12%	12%	5%	11%
	% NH White	41%	37%	19%	16%	28%
	% NH Black	3%	6%	4%	4%	4%
	% Asian/Pac.Isl.	38%	41%	62%	74%	54%
Voter Registration (Nov 2020)	Total	10,429	7,746	8,375	7,657	34,207
	% Latino est.	13%	14%	8%	8%	11%
	% Spanish-Surnamed	12%	13%	8%	7%	10%
	% Asian-Surnamed	16%	15%	39%	38%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	62%	43%	42%	54%
	% NH Black	4%	6%	6%	9%	6%
Voter Turnout (Nov 2020)	Total	8,859	6,476	7,235	6,558	29,128
	% Latino est.	13%	13%	8%	8%	10%
	% Spanish-Surnamed	12%	12%	8%	7%	10%
	% Asian-Surnamed	16%	15%	39%	38%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	63%	43%	42%	54%
	% NH Black	3%	5%	6%	8%	5%
Voter Turnout (Nov 2018)	Total	6,382	4,015	4,199	3,639	18,235
	% Latino est.	12%	12%	8%	8%	10%
	% Spanish-Surnamed	11%	11%	8%	7%	10%
	% Asian-Surnamed	12%	10%	34%	34%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	70%	69%	45%	46%	59%
	% NH Black est.	3%	5%	5%	8%	5%
ACS Pop. Est.	Total	16,209	13,110	16,095	14,919	60,333
Age	age0-19	25%	25%	30%	31%	28%
	age20-60	56%	61%	58%	56%	58%
	age60plus	19%	14%	11%	13%	14%
Immigration	immigrants	27%	36%	38%	55%	39%
	naturalized	60%	43%	54%	48%	51%
Language spoken at home	english	68%	59%	45%	37%	52%
	spanish	7%	5%	5%	4%	5%
	asian-lang	17%	20%	28%	42%	27%
	other lang	9%	16%	23%	17%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	16%	19%	15%
Education (among those age 25+)	hs-grad	29%	27%	16%	14%	22%
	bachelor	38%	37%	39%	38%	38%
	graduatedegree	21%	25%	35%	38%	30%
Child in Household	child-under18	39%	41%	57%	54%	47%
Pct of Pop. Age 16+	employed	70%	73%	73%	73%	72%
Household Income	income 0-25k	5%	6%	5%	5%	5%
	income 25-50k	9%	9%	3%	6%	7%
	income 50-75k	7%	8%	4%	7%	7%
	income 75-200k	50%	56%	44%	38%	47%
	income 200k-plus	29%	21%	44%	44%	34%
Housing Stats	single family	86%	52%	72%	67%	70%
	multi-family	14%	48%	28%	33%	30%
	rented	24%	53%	33%	30%	35%
	owned	76%	47%	67%	70%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Public Hearing #3 Draft Maps

Public Submitted Maps (101-109)

NDC Submitted Maps (Green, Purple, Orange)

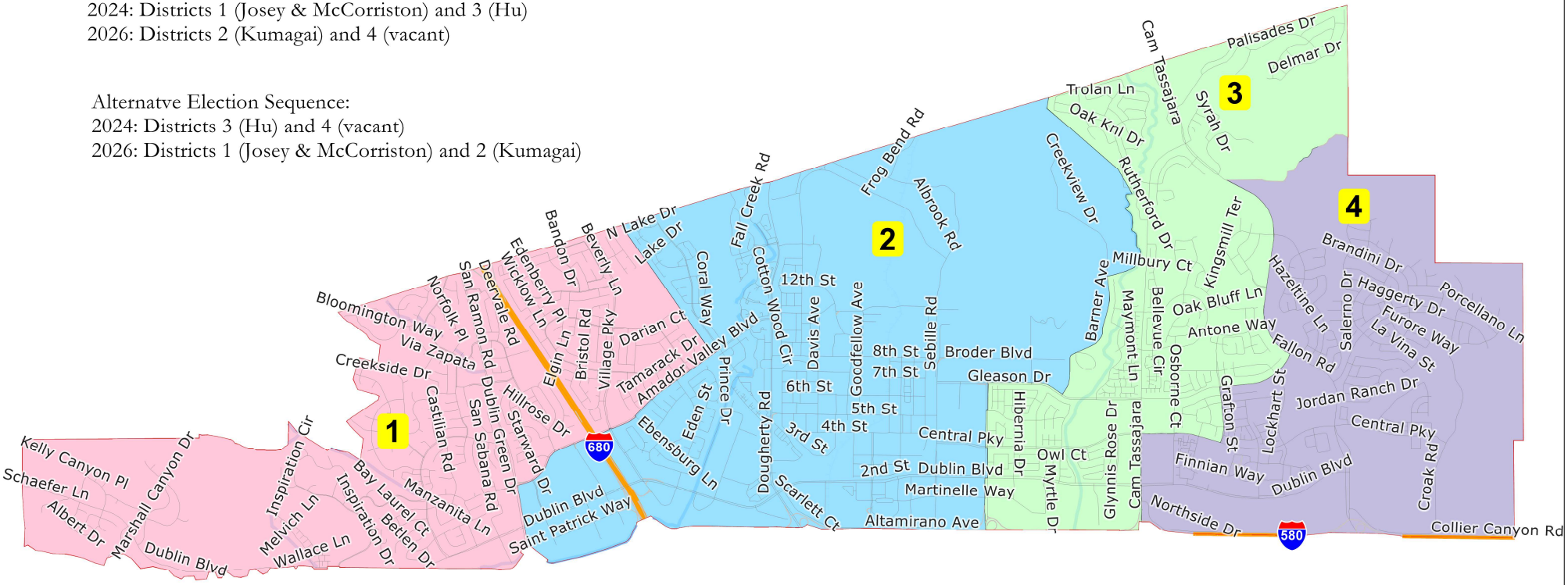
Dublin 2022 Districting

Map layers
- Green Map
- River
- Streets
- City / Place

Green Map

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 3 (Hu)
2026: Districts 2 (Kumagai) and 4 (vacant)

Alternatve Election Sequence:
2024: Districts 3 (Hu) and 4 (vacant)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)



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NDC Green Map

District		1	2	3	4	Total
	Total Pop	17,434	18,490	17,766	17,778	71,468
	Deviation from ideal	-433	623	-101	-89	1,056
	% Deviation	-2.42%	3.49%	-0.57%	-0.50%	5.91%
Total Pop	% Hisp	15.1%	17%	6%	5%	11%
	% NH White	40%	31%	17%	12%	25%
	% NH Black	3%	7%	3%	3%	4%
	% Asian-American	39%	40%	73%	77%	57%
Citizen Voting Age Pop	Total	13,241	14,890	12,250	12,002	52,383
	% Hisp	14%	17%	5%	5%	11%
	% NH White	43%	33%	19%	14%	28%
	% NH Black	3%	7%	3%	4%	4%
	% Asian/Pac.Isl.	36%	38%	70%	75%	54%
Voter Registration (Nov 2020)	Total	10,887	7,601	8,274	7,445	34,207
	% Latino est.	13%	13%	8%	8%	11%
	% Spanish-Surnamed	12%	12%	8%	8%	10%
	% Asian-Surnamed	15%	17%	37%	39%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	67%	59%	44%	41%	54%
	% NH Black	2%	8%	6%	8%	6%
Voter Turnout (Nov 2020)	Total	9,276	6,332	7,168	6,352	29,128
	% Latino est.	13%	12%	8%	8%	10%
	% Spanish-Surnamed	12%	11%	8%	7%	10%
	% Asian-Surnamed	15%	17%	38%	39%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	67%	59%	44%	41%	54%
	% NH Black	2%	8%	6%	8%	5%
Voter Turnout (Nov 2018)	Total	6,874	3,660	4,017	3,684	18,235
	% Latino est.	12%	11%	8%	8%	10%
	% Spanish-Surnamed	11%	11%	8%	7%	10%
	% Asian-Surnamed	12%	12%	33%	36%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	72%	63%	49%	43%	59%
	% NH Black est.	2%	7%	5%	8%	5%
ACS Pop. Est.	Total	16,990	13,253	15,143	14,948	60,333
Age	age0-19	26%	24%	31%	31%	28%
	age20-60	55%	62%	58%	56%	58%
	age60plus	19%	13%	11%	13%	14%
Immigration	immigrants	26%	40%	40%	52%	39%
	naturalized	61%	43%	54%	48%	51%
Language spoken at home	english	68%	57%	43%	39%	52%
	spanish	6%	6%	4%	4%	5%
	asian-lang	18%	20%	31%	39%	27%
	other lang	8%	17%	22%	18%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	17%	18%	15%
Education (among those age 25+)	hs-grad	30%	25%	15%	15%	22%
	bachelor	36%	39%	39%	38%	38%
	graduatedegree	20%	26%	37%	38%	30%
Child in Household	child-under18	40%	40%	58%	53%	47%
Pct of Pop. Age 16+	employed	69%	73%	74%	73%	72%
Household Income	income 0-25k	4%	7%	5%	5%	5%
	income 25-50k	9%	9%	3%	7%	7%
	income 50-75k	8%	8%	4%	6%	7%
	income 75-200k	50%	55%	43%	39%	47%
	income 200k-plus	28%	22%	45%	43%	34%
Housing Stats	single family	89%	49%	74%	65%	70%
	multi-family	11%	51%	26%	35%	30%
	rented	21%	56%	31%	33%	35%
	owned	79%	44%	69%	67%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

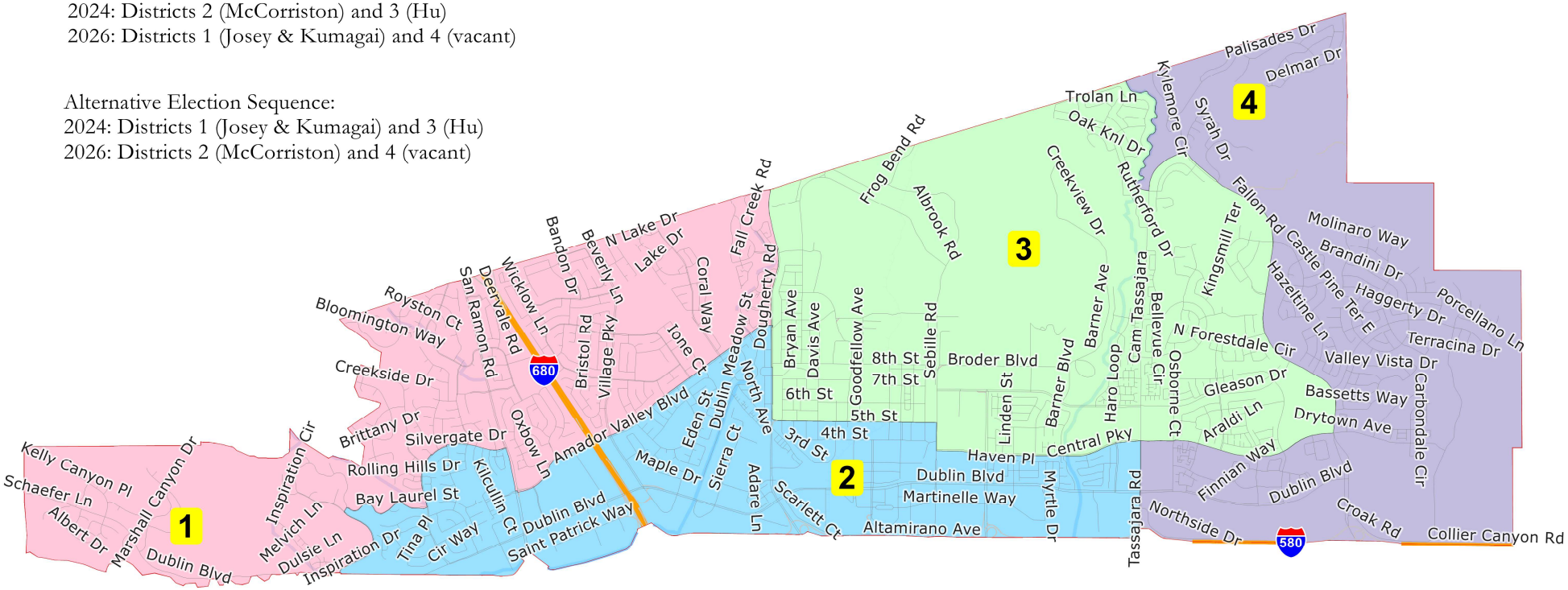
Dublin 2022 Districting

Map layers
- Orange Map
- River
- Streets
- City / Place

Orange Map

Proposed Election Sequence:
2024: Districts 2 (McCorriston) and 3 (Hu)
2026: Districts 1 (Josey & Kumagai) and 4 (vacant)

Alternative Election Sequence:
2024: Districts 1 (Josey & Kumagai) and 3 (Hu)
2026: Districts 2 (McCorriston) and 4 (vacant)



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NDC Orange Map

District		1	2	3	4	Total
	Total Pop	18,441	18,018	17,955	17,054	71,468
	Deviation from ideal	574	151	88	-813	1,387
	% Deviation	3.21%	0.85%	0.49%	-4.55%	7.76%
Total Pop	% Hisp	15.6%	11%	11%	5%	11%
	% NH White	39%	30%	18%	12%	25%
	% NH Black	4%	6%	4%	3%	4%
	% Asian-American	38%	50%	65%	77%	57%
Citizen Voting Age Pop	Total	14,116	13,926	12,766	11,575	52,383
	% Hisp	14%	11%	13%	6%	11%
	% NH White	43%	33%	20%	14%	28%
	% NH Black	4%	6%	4%	4%	4%
	% Asian/Pac.Isl.	36%	48%	60%	75%	54%
Voter Registration (Nov 2020)	Total	11,021	8,423	7,519	7,244	34,207
	% Latino est.	14%	12%	7%	8%	11%
	% Spanish-Surnamed	13%	11%	7%	8%	10%
	% Asian-Surnamed	15%	19%	39%	39%	26%
	% Filipino-Surnamed	3%	2%	3%	3%	3%
	% NH White est.	66%	60%	43%	39%	54%
	% NH Black	3%	7%	6%	8%	6%
Voter Turnout (Nov 2020)	Total	9,332	7,062	6,546	6,188	29,128
	% Latino est.	13%	12%	7%	8%	10%
	% Spanish-Surnamed	12%	11%	7%	7%	10%
	% Asian-Surnamed	15%	19%	39%	40%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	60%	43%	39%	54%
	% NH Black	3%	6%	6%	8%	5%
Voter Turnout (Nov 2018)	Total	6,699	4,440	3,696	3,400	18,235
	% Latino est.	12%	12%	7%	8%	10%
	% Spanish-Surnamed	12%	11%	7%	7%	10%
	% Asian-Surnamed	11%	14%	34%	37%	21%
	% Filipino-Surnamed	2%	2%	3%	3%	3%
	% NH White est.	71%	66%	46%	42%	59%
	% NH Black est.	3%	6%	5%	8%	5%
ACS Pop. Est.	Total	17,389	15,143	15,667	12,134	60,333
Age	age0-19	25%	26%	31%	30%	28%
	age20-60	56%	62%	56%	57%	58%
	age60plus	18%	13%	12%	13%	14%
Immigration	immigrants	29%	34%	40%	59%	39%
	naturalized	54%	48%	54%	49%	51%
Language spoken at home	english	65%	60%	38%	41%	52%
	spanish	7%	5%	4%	5%	5%
	asian-lang	19%	18%	37%	36%	27%
	other lang	10%	16%	21%	18%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	19%	17%	15%
Education (among those age 25+)	hs-grad	30%	24%	14%	16%	22%
	bachelor	36%	40%	39%	38%	38%
	graduatedegree	22%	26%	37%	37%	30%
Child in Household	child-under18	41%	39%	64%	50%	47%
Pct of Pop. Age 16+	employed	70%	75%	70%	74%	72%
Household Income	income 0-25k	4%	7%	4%	5%	5%
	income 25-50k	8%	9%	2%	7%	7%
	income 50-75k	8%	8%	3%	7%	7%
	income 75-200k	55%	50%	38%	41%	47%
	income 200k-plus	25%	25%	53%	40%	34%
Housing Stats	single family	78%	54%	89%	58%	70%
	multi-family	22%	46%	11%	42%	30%
	rented	32%	50%	15%	39%	35%
	owned	68%	50%	85%	61%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

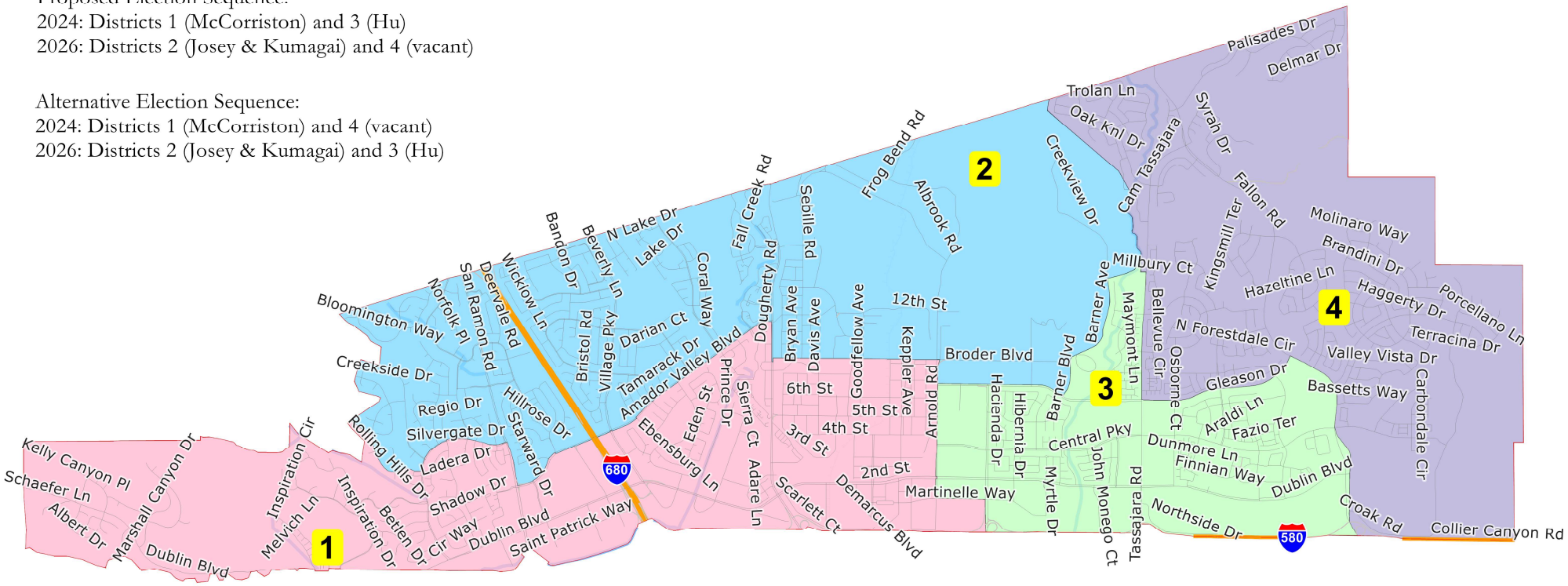
Dublin 2022 Districting

Map layers
- Purple Map
- River
- Streets
- City / Place

Purple Map

Proposed Election Sequence:
2024: Districts 1 (McCorriston) and 3 (Hu)
2026: Districts 2 (Josey & Kumagai) and 4 (vacant)

Alternative Election Sequence:
2024: Districts 1 (McCorriston) and 4 (vacant)
2026: Districts 2 (Josey & Kumagai) and 3 (Hu)



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NDC Purple Map

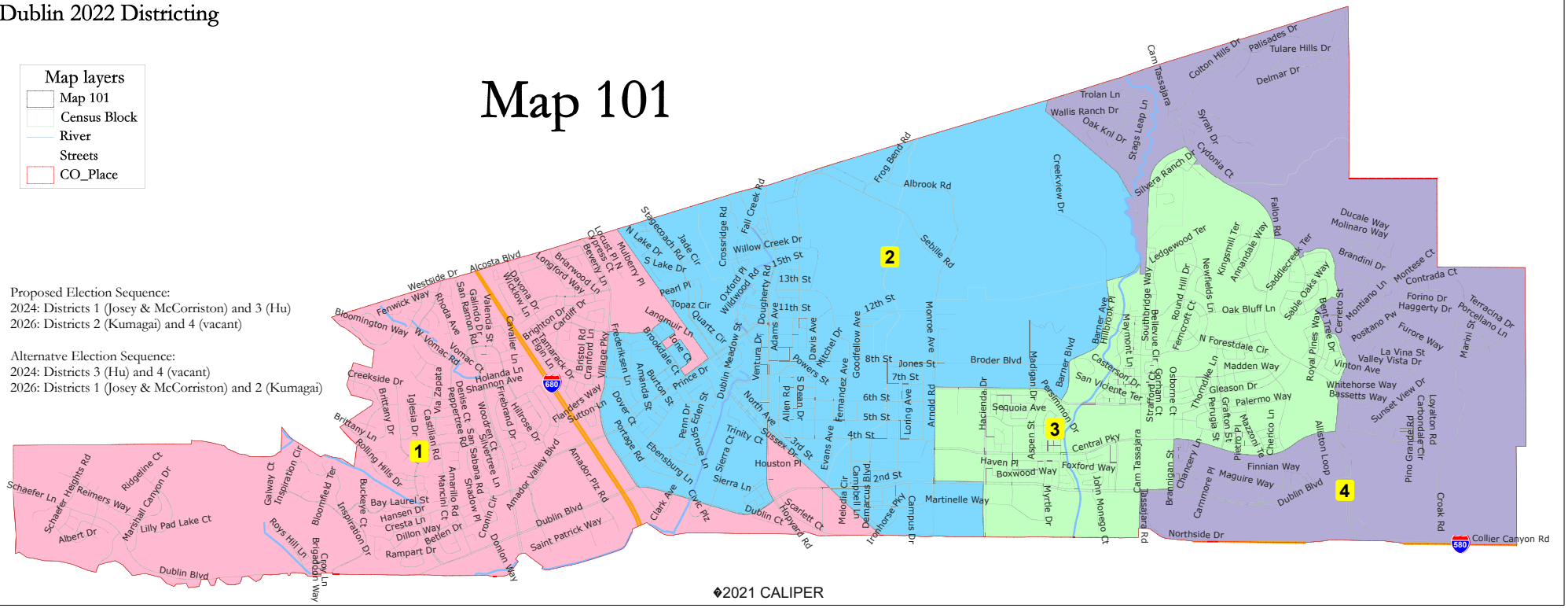
District		1	2	3	4	Total
	Total Pop	18,092	17,832	17,213	18,331	71,468
	Deviation from ideal	225	-35	-654	464	1,118
	% Deviation	1.26%	-0.20%	-3.66%	2.60%	6.26%
Total Pop	% Hisp	11.2%	21%	7%	4%	11%
	% NH White	31%	40%	19%	11%	25%
	% NH Black	6%	4%	4%	2%	4%
	% Asian-American	49%	30%	68%	81%	57%
Citizen Voting Age Pop	Total	13,964	14,167	12,182	12,070	52,383
	% Hisp	10%	21%	7%	4%	11%
	% NH White	34%	42%	21%	12%	28%
	% NH Black	6%	4%	4%	2%	4%
	% Asian/Pac.Isl.	47%	28%	65%	80%	54%
Voter Registration (Nov 2020)	Total	8,660	9,828	7,175	8,544	34,207
	% Latino est.	11%	15%	10%	6%	11%
	% Spanish-Surnamed	10%	14%	10%	6%	10%
	% Asian-Surnamed	20%	12%	30%	45%	26%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	60%	66%	49%	37%	54%
	% NH Black	6%	3%	7%	7%	6%
Voter Turnout (Nov 2020)	Total	7,306	8,302	6,044	7,476	29,128
	% Latino est.	11%	14%	10%	6%	10%
	% Spanish-Surnamed	10%	13%	9%	6%	10%
	% Asian-Surnamed	20%	12%	31%	45%	26%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	60%	67%	49%	37%	54%
	% NH Black	6%	3%	7%	7%	5%
Voter Turnout (Nov 2018)	Total	4,619	5,811	3,772	4,033	18,235
	% Latino est.	10%	13%	10%	6%	10%
	% Spanish-Surnamed	9%	13%	9%	6%	10%
	% Asian-Surnamed	16%	8%	25%	42%	21%
	% Filipino-Surnamed	2%	2%	3%	3%	3%
	% NH White est.	66%	72%	51%	40%	59%
	% NH Black est.	5%	3%	7%	6%	5%
ACS Pop. Est.	Total	14,451	15,791	17,272	12,819	60,333
Age	age0-19	25%	25%	30%	32%	28%
	age20-60	60%	57%	58%	56%	58%
	age60plus	16%	18%	12%	12%	14%
Immigration	immigrants	34%	31%	37%	58%	39%
	naturalized	53%	50%	44%	57%	51%
Language spoken at home	english	60%	66%	42%	39%	52%
	spanish	5%	7%	5%	3%	5%
	asian-lang	20%	18%	35%	35%	27%
	other lang	14%	10%	18%	22%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	15%	11%	18%	17%	15%
Education (among those age 25+)	hs-grad	24%	32%	16%	13%	22%
	bachelor	40%	35%	39%	37%	38%
	graduatedegree	25%	20%	36%	39%	30%
Child in Household	child-under18	39%	41%	51%	63%	47%
Pct of Pop. Age 16+	employed	72%	69%	74%	74%	72%
Household Income	income 0-25k	7%	4%	5%	5%	5%
	income 25-50k	9%	9%	7%	1%	7%
	income 50-75k	7%	9%	7%	2%	7%
	income 75-200k	48%	57%	46%	33%	47%
	income 200k-plus	28%	21%	36%	59%	34%
Housing Stats	single family	65%	75%	56%	94%	70%
	multi-family	35%	25%	44%	6%	30%
	rented	40%	35%	43%	11%	35%
	owned	60%	65%	57%	89%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting



Map 101						
District		1	2	3	4	Total
	Total Pop	18,056	17,868	17,455	18,089	71,468
	Deviation from ideal	189	1	-412	222	634
	% Deviation	1.06%	0.01%	-2.31%	1.24%	3.55%
Total Pop	% Hisp	14.6%	18%	6%	5%	11%
	% NH White	38%	33%	17%	12%	25%
	% NH Black	3%	7%	3%	3%	4%
	% Asian-American	41%	38%	72%	77%	57%
Citizen Voting Age Pop	Total	11,998	9,528	7,581	6,662	35,769
	% Hisp	13%	18%	6%	9%	12%
	% NH White	56%	48%	24%	21%	41%
	% NH Black	3%	7%	5%	4%	5%
	% Asian/Pac.Isl.	27%	25%	62%	64%	41%
Voter Registration (Nov 2020)	Total	10,860	7,628	8,575	7,144	34,207
	% Latino est.	13%	13%	8%	8%	11%
	% Spanish-Surnamed	12%	12%	8%	8%	10%
	% Asian-Surnamed	16%	16%	38%	38%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	61%	45%	40%	54%
	% NH Black	3%	6%	5%	9%	6%
Voter Turnout (Nov 2020)	Total	9,230	6,378	7,396	6,124	29,128
	% Latino est.	13%	13%	8%	8%	10%
	% Spanish-Surnamed	12%	12%	8%	8%	10%
	% Asian-Surnamed	16%	16%	38%	39%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	62%	44%	39%	54%
	% NH Black	3%	6%	5%	9%	5%
Voter Turnout (Nov 2018)	Total	6,664	3,766	4,658	3,147	18,235
	% Latino est.	12%	11%	8%	8%	10%
	% Spanish-Surnamed	11%	11%	8%	8%	10%
	% Asian-Surnamed	12%	11%	33%	35%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	70%	68%	47%	44%	59%
	% NH Black est.	3%	5%	5%	8%	5%
ACS Pop. Est.	Total	16,883	13,359	19,206	10,885	60,333
Age	age0-19	25%	25%	31%	30%	28%
	age20-60	56%	61%	57%	57%	58%
	age60plus	19%	14%	11%	13%	14%
Immigration	immigrants	27%	38%	33%	69%	39%
	naturalized	60%	43%	52%	50%	51%
Language spoken at home	english	68%	57%	41%	41%	52%
	spanish	7%	6%	3%	5%	5%
	asian-lang	17%	21%	34%	38%	27%
	other lang	8%	16%	22%	17%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	15%	18%	18%	15%
Education (among those age 25+)	hs-grad	29%	26%	14%	16%	22%
	bachelor	37%	38%	39%	38%	38%
	graduatedegree	20%	25%	38%	37%	30%
Child in Household	child-under18	39%	41%	59%	49%	47%
Pct of Pop. Age 16+	employed	70%	72%	74%	74%	72%
Household Income	income 0-25k	5%	7%	5%	5%	5%
	income 25-50k	9%	9%	3%	8%	7%
	income 50-75k	8%	8%	4%	7%	7%
	income 75-200k	50%	55%	41%	41%	47%
	income 200k-plus	28%	21%	48%	38%	34%
Housing Stats	single family	87%	51%	78%	56%	70%
	multi-family	13%	49%	22%	44%	30%
	rented	24%	54%	26%	40%	35%
	owned	76%	46%	74%	60%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting

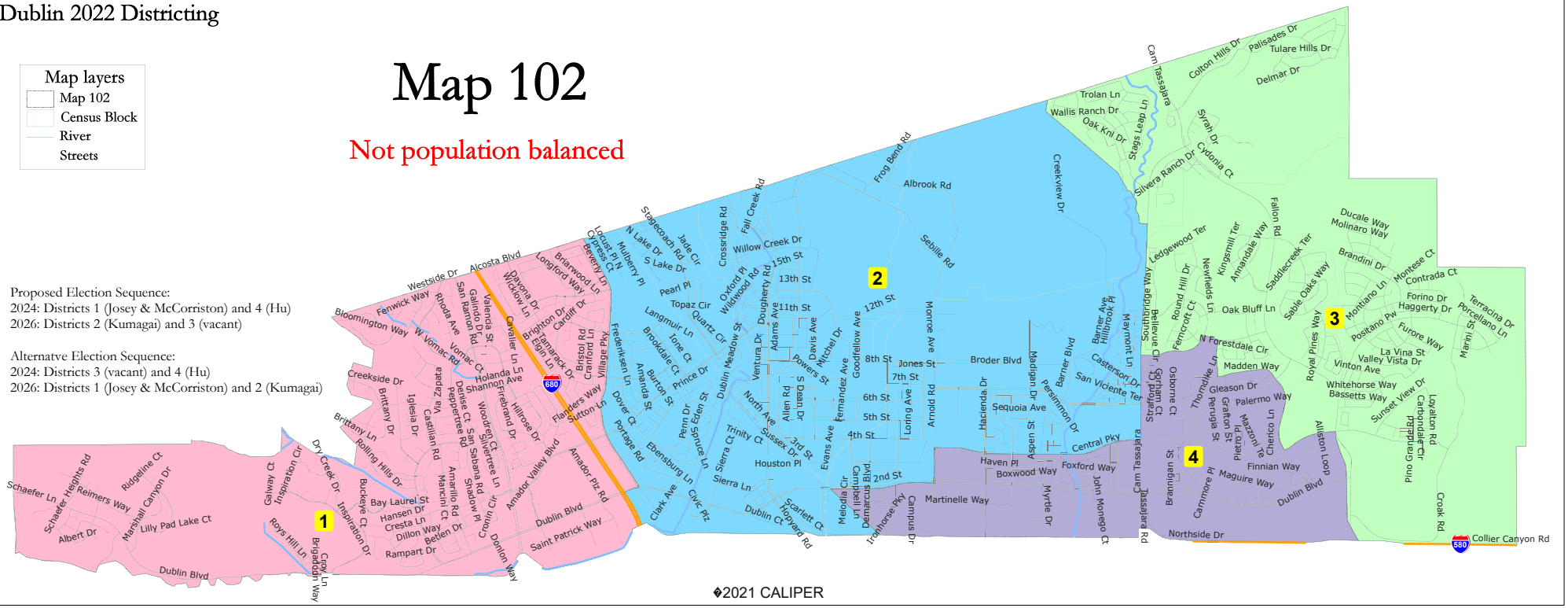
Map 102

Not population balanced

Map layers
- Map 102
- Census Block
- River
- Streets

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 4 (Hu)
2026: Districts 2 (Kumagai) and 3 (vacant)

Alternatve Election Sequence:
2024: Districts 3 (vacant) and 4 (Hu)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)



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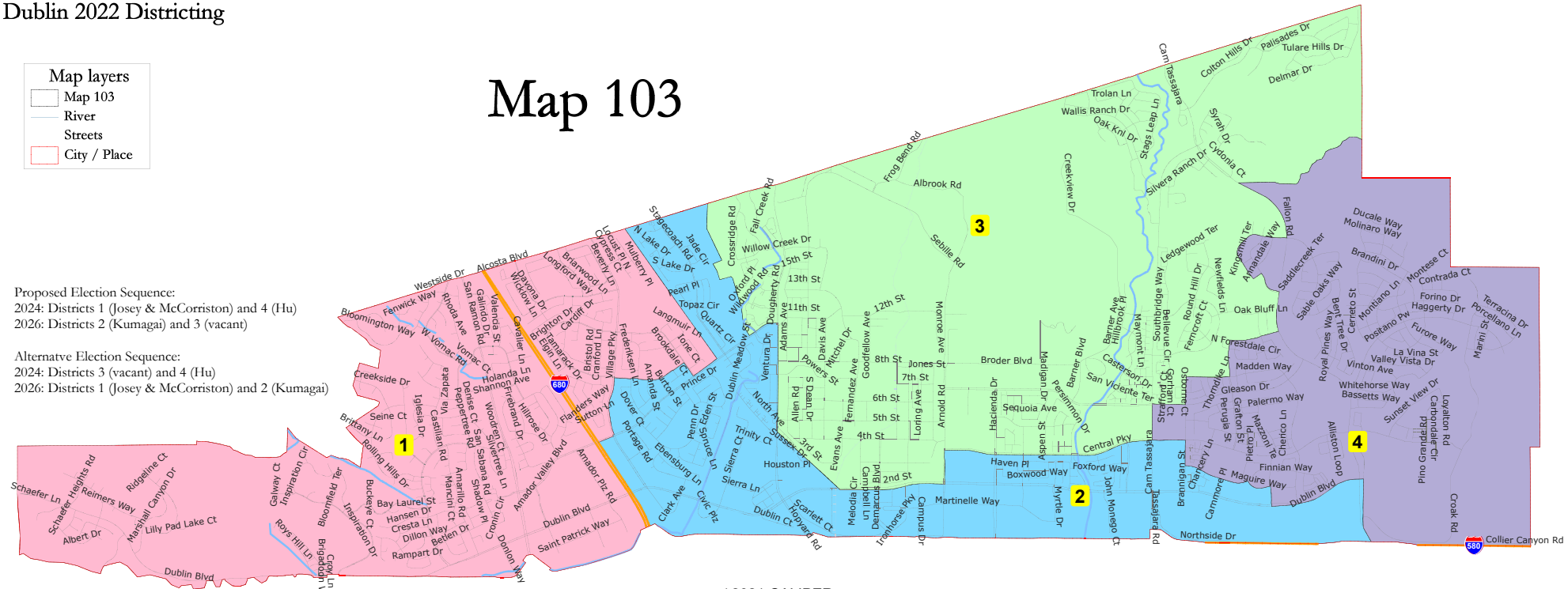
Map 102						
District		1	2	3	4	Total
	Total Pop	16,715	19,538	17,077	18,138	71,468
	Deviation from ideal	-1,152	1,671	-790	271	2,823
	% Deviation	-6.45%	9.35%	-4.42%	1.52%	15.80%
Total Pop	% Hisp	14.6%	16%	4%	8%	11%
	% NH White	38%	32%	11%	19%	25%
	% NH Black	3%	6%	2%	5%	4%
	% Asian-American	41%	42%	81%	66%	57%
Citizen Voting Age Pop	Total	11,131	10,133	6,921	7,583	35,769
	% Hisp	13%	16%	8%	9%	12%
	% NH White	56%	46%	17%	31%	41%
	% NH Black	2%	7%	2%	7%	5%
	% Asian/Pac.Isl.	27%	27%	72%	51%	41%
Voter Registration (Nov 2020)	Total	10,155	8,940	7,929	7,183	34,207
	% Latino est.	13%	13%	6%	11%	11%
	% Spanish-Surnamed	12%	12%	6%	10%	10%
	% Asian-Surnamed	16%	19%	45%	29%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	60%	36%	48%	54%
	% NH Black	3%	5%	7%	9%	6%
Voter Turnout (Nov 2020)	Total	8,631	7,553	6,926	6,018	29,128
	% Latino est.	12%	12%	6%	11%	10%
	% Spanish-Surnamed	12%	11%	6%	10%	10%
	% Asian-Surnamed	16%	19%	45%	30%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	61%	37%	48%	54%
	% NH Black	3%	5%	7%	8%	5%
Voter Turnout (Nov 2018)	Total	6,267	4,656	3,690	3,622	18,235
	% Latino est.	12%	11%	6%	11%	10%
	% Spanish-Surnamed	11%	10%	6%	10%	10%
	% Asian-Surnamed	12%	14%	42%	26%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	70%	66%	40%	52%	59%
	% NH Black est.	3%	4%	6%	8%	5%
ACS Pop. Est.	Total	15,902	14,892	10,774	18,765	60,333
Age	age0-19	25%	25%	32%	30%	28%
	age20-60	56%	60%	56%	58%	58%
	age60plus	19%	15%	12%	11%	14%
Immigration	immigrants	27%	35%	63%	38%	39%
	naturalized	60%	44%	57%	45%	51%
Language spoken at home	english	68%	56%	41%	42%	52%
	spanish	7%	6%	3%	4%	5%
	asian-lang	17%	23%	33%	35%	27%
	other lang	8%	16%	23%	19%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	15%	17%	18%	15%
Education (among those age 25+)	hs-grad	29%	26%	13%	16%	22%
	bachelor	38%	38%	37%	39%	38%
	graduatedegree	21%	23%	39%	37%	30%
Child in Household	child-under18	39%	44%	63%	50%	47%
Pct of Pop. Age 16+	employed	70%	70%	75%	75%	72%
Household Income	income 0-25k	5%	6%	5%	5%	5%
	income 25-50k	9%	9%	1%	6%	7%
	income 50-75k	7%	7%	2%	7%	7%
	income 75-200k	50%	56%	33%	44%	47%
	income 200k-plus	29%	22%	59%	37%	34%
Housing Stats	single family	87%	59%	93%	54%	70%
	multi-family	13%	41%	7%	46%	30%
	rented	23%	47%	12%	44%	35%
	owned	77%	53%	88%	56%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting



Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 4 (Hu)
2026: Districts 2 (Kumagai) and 3 (vacant)

Alternatve Election Sequence:
2024: Districts 3 (vacant) and 4 (Hu)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)

Map 103						
District		1	2	3	4	Total
	Total Pop	18,331	17,054	17,817	18,266	71,468
	Deviation from ideal	464	-813	-50	399	1,277
	% Deviation	2.60%	-4.55%	-0.28%	2.23%	7.15%
Total Pop	% Hisp	14.8%	11%	13%	5%	11%
	% NH White	38%	28%	21%	13%	25%
	% NH Black	3%	6%	5%	3%	4%
	% Asian-American	40%	51%	59%	78%	57%
Citizen Voting Age Pop	Total	12,241	8,216	8,054	7,258	35,769
	% Hisp	13%	12%	16%	7%	12%
	% NH White	58%	42%	30%	21%	41%
	% NH Black	2%	6%	7%	5%	5%
	% Asian/Pac.Isl.	26%	39%	43%	65%	41%
Voter Registration (Nov 2020)	Total	11,109	7,914	7,174	8,010	34,207
	% Latino est.	13%	13%	8%	7%	11%
	% Spanish-Surnamed	12%	12%	8%	7%	10%
	% Asian-Surnamed	16%	20%	34%	41%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	57%	47%	40%	54%
	% NH Black	3%	7%	6%	8%	6%
Voter Turnout (Nov 2020)	Total	9,443	6,607	6,209	6,869	29,128
	% Latino est.	13%	13%	8%	7%	10%
	% Spanish-Surnamed	12%	12%	8%	7%	10%
	% Asian-Surnamed	16%	20%	34%	41%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	57%	46%	40%	54%
	% NH Black	3%	7%	6%	8%	5%
Voter Turnout (Nov 2018)	Total	6,874	4,075	3,284	4,002	18,235
	% Latino est.	12%	12%	8%	7%	10%
	% Spanish-Surnamed	12%	11%	8%	7%	10%
	% Asian-Surnamed	12%	15%	29%	38%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	71%	63%	51%	43%	59%
	% NH Black est.	3%	7%	5%	7%	5%
ACS Pop. Est.	Total	17,354	14,667	11,633	16,679	60,333
Age	age0-19	25%	26%	28%	32%	28%
	age20-60	56%	62%	58%	56%	58%
	age60plus	19%	12%	13%	13%	14%
Immigration	immigrants	27%	36%	45%	49%	39%
	naturalized	61%	43%	52%	50%	51%
Language spoken at home	english	67%	56%	45%	37%	52%
	spanish	7%	5%	5%	3%	5%
	asian-lang	18%	20%	29%	41%	27%
	other lang	8%	18%	21%	19%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	16%	19%	15%
Education (among those age 25+)	hs-grad	30%	23%	18%	13%	22%
	bachelor	36%	39%	39%	38%	38%
	graduatedegree	20%	29%	31%	39%	30%
Child in Household	child-under18	40%	40%	55%	59%	47%
Pct of Pop. Age 16+	employed	69%	77%	69%	73%	72%
Household Income	income 0-25k	5%	7%	4%	4%	5%
	income 25-50k	9%	10%	3%	4%	7%
	income 50-75k	8%	8%	4%	5%	7%
	income 75-200k	50%	51%	51%	36%	47%
	income 200k-plus	28%	24%	38%	50%	34%
Housing Stats	single family	87%	43%	72%	79%	70%
	multi-family	13%	57%	28%	21%	30%
	rented	23%	60%	34%	21%	35%
	owned	77%	40%	66%	79%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

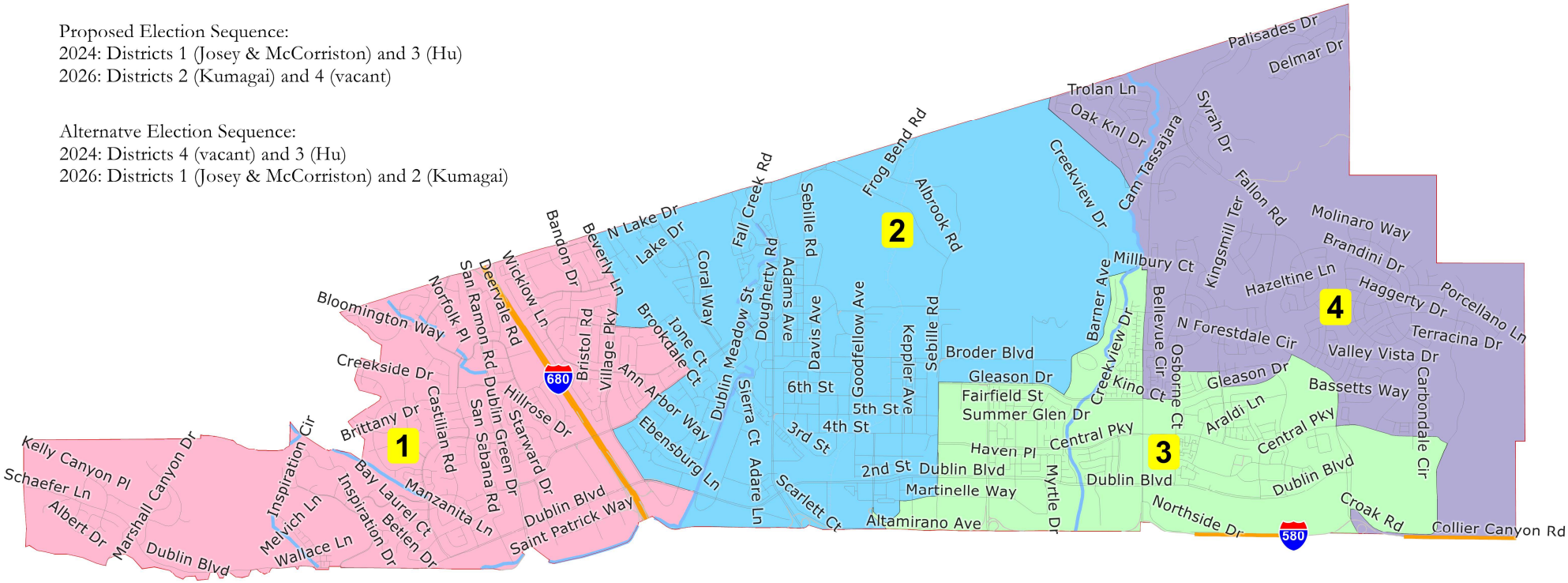
Dublin 2022 Districting

Map layers
- Map 104
- River
- City / Place
- Streets

Map 104

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 3 (Hu)
2026: Districts 2 (Kumagai) and 4 (vacant)

Alternatve Election Sequence:
2024: Districts 4 (vacant) and 3 (Hu)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)



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Map 104						
District		1	2	3	4	Total
	Total Pop	17,887	17,576	18,413	17,592	71,468
	Deviation from ideal	20	-291	546	-275	837
	% Deviation	0.11%	-1.63%	3.06%	-1.54%	4.68%
Total Pop	% Hisp	15.0%	18%	7%	4%	11%
	% NH White	39%	32%	19%	11%	25%
	% NH Black	3%	7%	4%	2%	4%
	% Asian-American	40%	39%	68%	81%	57%
Citizen Voting Age Pop	Total	13,728	14,024	13,031	11,600	52,383
	% Hisp	14%	18%	7%	4%	11%
	% NH White	42%	34%	21%	12%	28%
	% NH Black	3%	7%	4%	2%	4%
	% Asian/Pac.Isl.	37%	37%	65%	80%	54%
Voter Registration (Nov 2020)	Total	10,908	7,433	7,607	8,259	34,207
	% Latino est.	13%	13%	10%	6%	11%
	% Spanish-Surnamed	12%	12%	9%	6%	10%
	% Asian-Surnamed	16%	17%	31%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	60%	49%	37%	54%
	% NH Black	3%	7%	7%	7%	6%
Voter Turnout (Nov 2020)	Total	9,271	6,213	6,424	7,220	29,128
	% Latino est.	13%	12%	10%	6%	10%
	% Spanish-Surnamed	12%	11%	9%	6%	10%
	% Asian-Surnamed	16%	17%	31%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	61%	48%	37%	54%
	% NH Black	3%	6%	7%	7%	5%
Voter Turnout (Nov 2018)	Total	6,726	3,655	3,982	3,872	18,235
	% Latino est.	12%	11%	10%	6%	10%
	% Spanish-Surnamed	12%	11%	9%	6%	10%
	% Asian-Surnamed	12%	11%	26%	42%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	71%	68%	51%	40%	59%
	% NH Black est.	3%	6%	7%	6%	5%
ACS Pop. Est.	Total	16,951	13,003	18,414	11,966	60,333
Age	age0-19	25%	25%	30%	32%	28%
	age20-60	56%	61%	58%	56%	58%
	age60plus	19%	14%	12%	12%	14%
Immigration	immigrants	27%	38%	37%	59%	39%
	naturalized	60%	43%	45%	57%	51%
Language spoken at home	english	67%	57%	42%	40%	52%
	spanish	7%	6%	4%	3%	5%
	asian-lang	18%	20%	35%	34%	27%
	other lang	8%	17%	18%	23%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	18%	17%	15%
Education (among those age 25+)	hs-grad	30%	26%	16%	13%	22%
	bachelor	37%	39%	39%	37%	38%
	graduatedegree	20%	25%	36%	39%	30%
Child in Household	child-under18	40%	40%	51%	63%	47%
Pct of Pop. Age 16+	employed	69%	72%	74%	74%	72%
Household Income	income 0-25k	5%	7%	5%	5%	5%
	income 25-50k	9%	9%	6%	1%	7%
	income 50-75k	8%	8%	7%	2%	7%
	income 75-200k	50%	55%	45%	33%	47%
	income 200k-plus	28%	21%	37%	59%	34%
Housing Stats	single family	87%	50%	57%	94%	70%
	multi-family	13%	50%	43%	6%	30%
	rented	23%	55%	42%	11%	35%
	owned	77%	45%	58%	89%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting

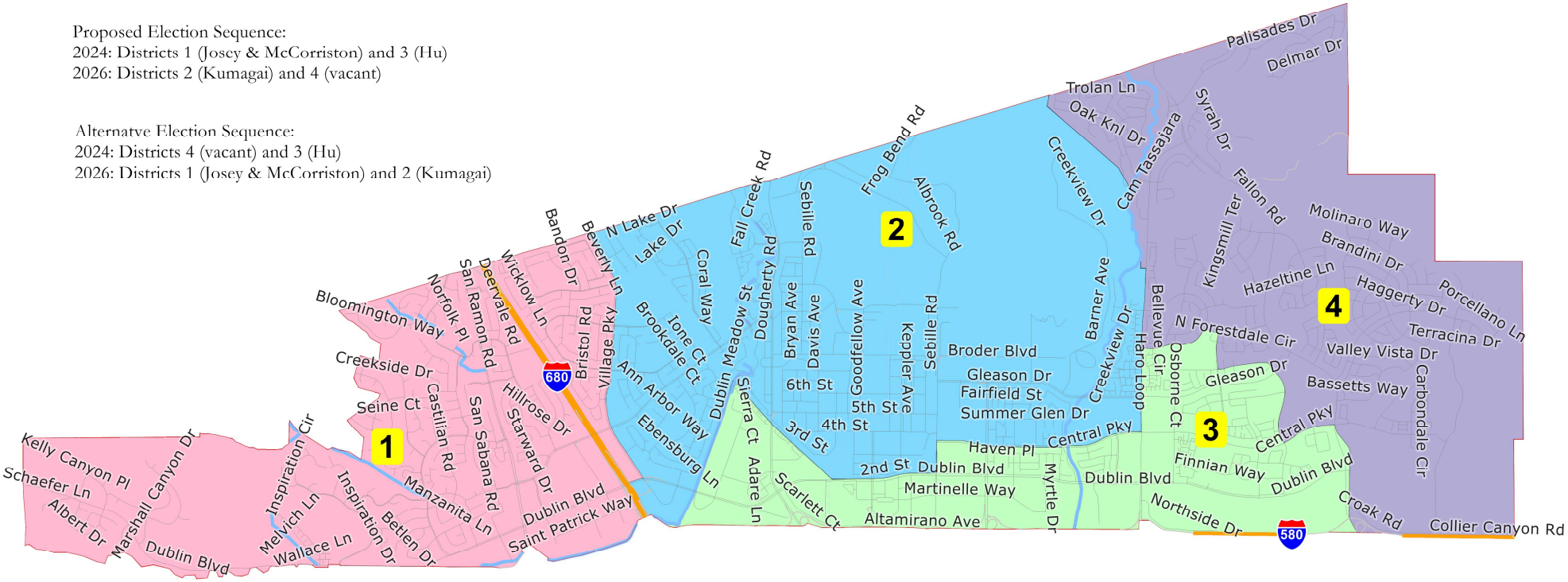
Map layers
- Map 105
- River
- City / Place
- Streets

Map 105

Not population balanced

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 3 (Hu)
2026: Districts 2 (Kumagai) and 4 (vacant)

Alternatve Election Sequence:
2024: Districts 4 (vacant) and 3 (Hu)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)



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Map 105						
District		1	2	3	4	Total
	Total Pop	16,715	18,103	19,583	17,067	71,468
	Deviation from ideal	-1,152	236	1,716	-800	2,868
	% Deviation	-6.45%	1.32%	9.60%	-4.48%	16.05%
Total Pop	% Hisp	14.6%	16%	9%	4%	11%
	% NH White	38%	32%	20%	11%	25%
	% NH Black	3%	6%	5%	2%	4%
	% Asian-American	41%	42%	64%	81%	57%
Citizen Voting Age Pop	Total	12,844	14,007	14,248	11,284	52,383
	% Hisp	14%	17%	8%	4%	11%
	% NH White	42%	34%	23%	12%	28%
	% NH Black	3%	6%	5%	2%	4%
	% Asian/Pac.Isl.	38%	39%	61%	80%	54%
Voter Registration (Nov 2020)	Total	10,155	8,383	7,729	7,940	34,207
	% Latino est.	13%	12%	11%	6%	11%
	% Spanish-Surnamed	12%	12%	10%	6%	10%
	% Asian-Surnamed	16%	19%	29%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	61%	48%	37%	54%
	% NH Black	3%	4%	9%	7%	6%
Voter Turnout (Nov 2020)	Total	8,631	7,081	6,482	6,934	29,128
	% Latino est.	12%	12%	11%	6%	10%
	% Spanish-Surnamed	12%	11%	10%	6%	10%
	% Asian-Surnamed	16%	19%	29%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	61%	48%	37%	54%
	% NH Black	3%	4%	9%	7%	5%
Voter Turnout (Nov 2018)	Total	6,267	4,397	3,880	3,691	18,235
	% Latino est.	12%	10%	11%	6%	10%
	% Spanish-Surnamed	11%	10%	10%	6%	10%
	% Asian-Surnamed	12%	14%	25%	42%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	70%	66%	52%	40%	59%
	% NH Black est.	3%	4%	9%	6%	5%
ACS Pop. Est.	Total	15,902	14,168	19,504	10,759	60,333
Age	age0-19	25%	25%	30%	32%	28%
	age20-60	56%	60%	59%	56%	58%
	age60plus	19%	15%	11%	12%	14%
Immigration	immigrants	27%	35%	38%	63%	39%
	naturalized	60%	43%	45%	57%	51%
Language spoken at home	english	68%	55%	43%	41%	52%
	spanish	7%	6%	4%	3%	5%
	asian-lang	17%	23%	35%	33%	27%
	other lang	8%	16%	19%	23%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	16%	18%	17%	15%
Education (among those age 25+)	hs-grad	29%	26%	16%	13%	22%
	bachelor	38%	38%	39%	37%	38%
	graduatedegree	21%	24%	37%	39%	30%
Child in Household	child-under18	39%	45%	49%	63%	47%
Pct of Pop. Age 16+	employed	70%	69%	75%	75%	72%
Household Income	income 0-25k	5%	6%	5%	5%	5%
	income 25-50k	9%	9%	7%	1%	7%
	income 50-75k	7%	7%	7%	2%	7%
	income 75-200k	50%	56%	44%	33%	47%
	income 200k-plus	29%	22%	36%	59%	34%
Housing Stats	single family	87%	59%	55%	93%	70%
	multi-family	13%	41%	45%	7%	30%
	rented	23%	47%	45%	12%	35%
	owned	77%	53%	55%	88%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

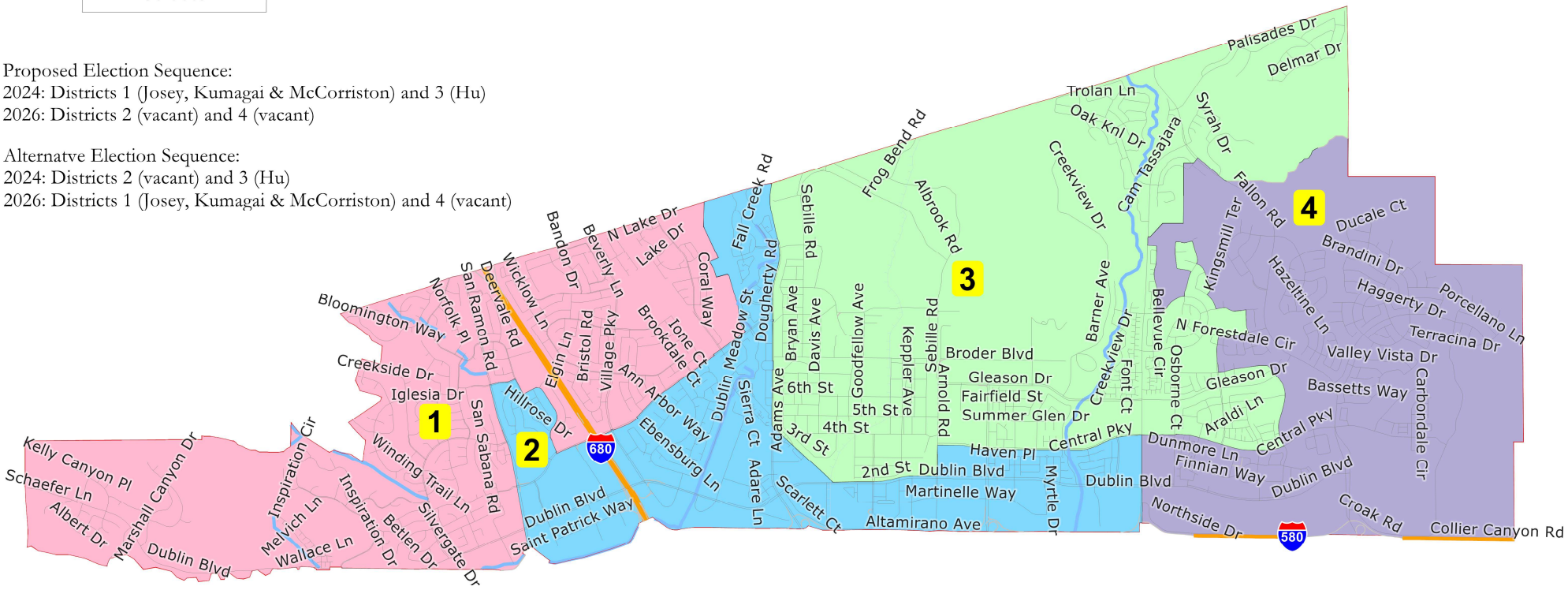
Dublin 2022 Districting

Map layers
- Map 106
- River
- City / Place
- Streets

Map 106

Proposed Election Sequence:
2024: Districts 1 (Josey, Kumagai & McCorriston) and 3 (Hu)
2026: Districts 2 (vacant) and 4 (vacant)

Alternatve Election Sequence:
2024: Districts 2 (vacant) and 3 (Hu)
2026: Districts 1 (Josey, Kumagai & McCorriston) and 4 (vacant)



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Map 106						
District		1	2	3	4	Total
	Total Pop	17,994	17,555	18,387	17,532	71,468
	Deviation from ideal	127	-312	520	-335	855
	% Deviation	0.71%	-1.75%	2.91%	-1.87%	4.79%
Total Pop	% Hisp	14.7%	13%	11%	5%	11%
	% NH White	40%	29%	17%	13%	25%
	% NH Black	3%	7%	4%	3%	4%
	% Asian-American	39%	48%	66%	76%	57%
Citizen Voting Age Pop	Total	13,706	13,650	13,023	12,004	52,383
	% Hisp	14%	12%	13%	5%	11%
	% NH White	44%	33%	19%	15%	28%
	% NH Black	3%	6%	4%	4%	4%
	% Asian/Pac.Isl.	36%	46%	61%	74%	54%
Voter Registration (Nov 2020)	Total	11,102	8,227	7,162	7,716	34,207
	% Latino est.	13%	13%	7%	8%	11%
	% Spanish-Surnamed	12%	12%	7%	8%	10%
	% Asian-Surnamed	15%	18%	38%	40%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	67%	59%	42%	40%	54%
	% NH Black	2%	7%	6%	8%	6%
Voter Turnout (Nov 2020)	Total	9,460	6,837	6,265	6,566	29,128
	% Latino est.	13%	13%	7%	8%	10%
	% Spanish-Surnamed	12%	12%	7%	8%	10%
	% Asian-Surnamed	15%	18%	38%	40%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	67%	59%	42%	40%	54%
	% NH Black	2%	7%	6%	8%	5%
Voter Turnout (Nov 2018)	Total	6,979	4,144	3,300	3,812	18,235
	% Latino est.	12%	13%	7%	8%	10%
	% Spanish-Surnamed	11%	12%	7%	7%	10%
	% Asian-Surnamed	11%	14%	33%	37%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	72%	63%	46%	43%	59%
	% NH Black est.	2%	7%	5%	8%	5%
ACS Pop. Est.	Total	17,653	14,456	14,707	13,518	60,333
Age	age0-19	26%	25%	31%	30%	28%
	age20-60	55%	63%	56%	57%	58%
	age60plus	19%	12%	12%	13%	14%
Immigration	immigrants	26%	36%	42%	55%	39%
	naturalized	59%	44%	54%	49%	51%
Language spoken at home	english	67%	58%	38%	41%	52%
	spanish	6%	5%	4%	5%	5%
	asian-lang	18%	20%	37%	36%	27%
	other lang	9%	17%	21%	18%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	15%	19%	17%	15%
Education (among those age 25+)	hs-grad	29%	24%	14%	16%	22%
	bachelor	36%	40%	39%	38%	38%
	graduatedegree	22%	26%	36%	37%	30%
Child in Household	child-under18	41%	38%	64%	51%	47%
Pct of Pop. Age 16+	employed	70%	76%	70%	74%	72%
Household Income	income 0-25k	4%	8%	4%	5%	5%
	income 25-50k	9%	9%	3%	7%	7%
	income 50-75k	8%	8%	2%	6%	7%
	income 75-200k	52%	53%	40%	40%	47%
	income 200k-plus	27%	22%	51%	41%	34%
Housing Stats	single family	86%	45%	88%	61%	70%
	multi-family	14%	55%	12%	39%	30%
	rented	25%	58%	17%	37%	35%
	owned	75%	42%	83%	63%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

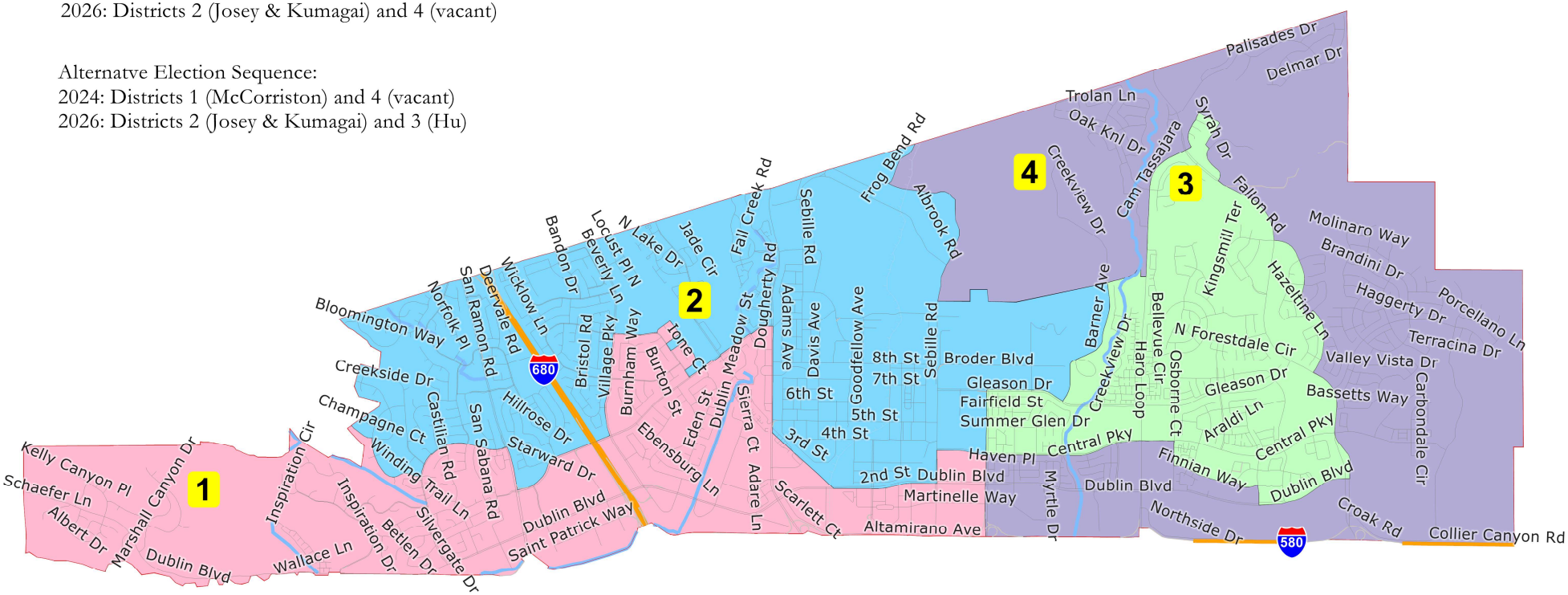
Dublin 2022 Districting

Map layers
- Map 107
- River
- City / Place
- Streets

Map 107

Proposed Election Sequence:
2024: Districts 1 (McCorriston) and 3 (Hu)
2026: Districts 2 (Josey & Kumagai) and 4 (vacant)

Alternatve Election Sequence:
2024: Districts 1 (McCorriston) and 4 (vacant)
2026: Districts 2 (Josey & Kumagai) and 3 (Hu)



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Map 107						
District		1	2	3	4	Total
	Total Pop	17,806	18,095	17,883	17,684	71,468
	Deviation from ideal	-61	228	16	-183	411
	% Deviation	-0.34%	1.28%	0.09%	-1.02%	2.30%
Total Pop	% Hisp	11.8%	21%	6%	5%	11%
	% NH White	33%	38%	17%	13%	25%
	% NH Black	6%	4%	3%	3%	4%
	% Asian-American	47%	32%	72%	77%	57%
Citizen Voting Age Pop	Total	13,808	14,308	12,226	12,041	52,383
	% Hisp	11%	20%	6%	5%	11%
	% NH White	36%	40%	19%	15%	28%
	% NH Black	6%	5%	4%	3%	4%
	% Asian/Pac.Isl.	45%	30%	69%	76%	54%
Voter Registration (Nov 2020)	Total	9,306	9,050	8,286	7,565	34,207
	% Latino est.	12%	14%	9%	7%	11%
	% Spanish-Surnamed	11%	13%	8%	7%	10%
	% Asian-Surnamed	19%	13%	37%	40%	26%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	62%	65%	44%	41%	54%
	% NH Black	5%	4%	7%	7%	6%
Voter Turnout (Nov 2020)	Total	7,874	7,623	7,135	6,496	29,128
	% Latino est.	12%	14%	8%	7%	10%
	% Spanish-Surnamed	11%	13%	8%	7%	10%
	% Asian-Surnamed	19%	13%	37%	40%	26%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	62%	66%	44%	40%	54%
	% NH Black	5%	4%	7%	7%	5%
Voter Turnout (Nov 2018)	Total	5,136	5,375	4,323	3,401	18,235
	% Latino est.	10%	13%	8%	8%	10%
	% Spanish-Surnamed	10%	12%	8%	8%	10%
	% Asian-Surnamed	15%	9%	33%	36%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	68%	70%	47%	45%	59%
	% NH Black est.	4%	4%	7%	6%	5%
ACS Pop. Est.	Total	14,923	15,309	18,027	12,075	60,333
Age	age0-19	25%	25%	31%	30%	28%
	age20-60	59%	58%	56%	59%	58%
	age60plus	16%	17%	13%	11%	14%
Immigration	immigrants	32%	32%	37%	59%	39%
	naturalized	54%	49%	51%	51%	51%
Language spoken at home	english	61%	65%	39%	44%	52%
	spanish	5%	7%	4%	4%	5%
	asian-lang	20%	18%	38%	31%	27%
	other lang	13%	10%	20%	21%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	14%	11%	18%	17%	15%
Education (among those age 25+)	hs-grad	25%	31%	14%	15%	22%
	bachelor	38%	37%	38%	38%	38%
	graduatedegree	24%	21%	37%	37%	30%
Child in Household	child-under18	38%	42%	58%	51%	47%
Pct of Pop. Age 16+	employed	72%	69%	72%	76%	72%
Household Income	income 0-25k	7%	4%	4%	5%	5%
	income 25-50k	10%	8%	4%	5%	7%
	income 50-75k	8%	8%	4%	6%	7%
	income 75-200k	49%	57%	40%	43%	47%
	income 200k-plus	27%	22%	47%	40%	34%
Housing Stats	single family	67%	74%	76%	59%	70%
	multi-family	33%	26%	24%	41%	30%
	rented	38%	37%	25%	42%	35%
	owned	62%	63%	75%	58%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting

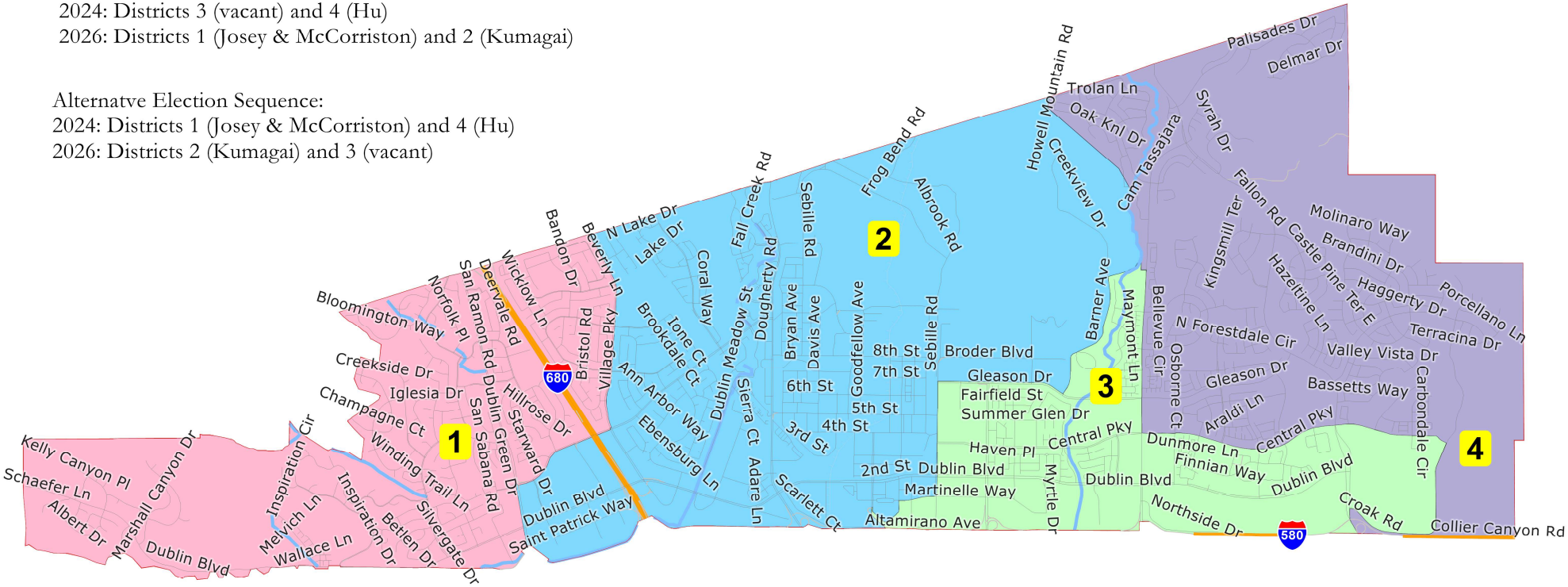
Map layers
- Map 108
- River
- City / Place
- Streets

Map 108

Not population balanced

Proposed Election Sequence:
2024: Districts 3 (vacant) and 4 (Hu)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)

Alternatve Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 4 (Hu)
2026: Districts 2 (Kumagai) and 3 (vacant)



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Map 108						
District		1	2	3	4	Total
	Total Pop	15,243	20,220	14,697	21,308	71,468
	Deviation from ideal	-2,624	2,353	-3,170	3,441	6,611
	% Deviation	-14.69%	13.17%	-17.74%	19.26%	37.00%
Total Pop	% Hisp	14.9%	17%	8%	4%	11%
	% NH White	39%	32%	19%	12%	25%
	% NH Black	2%	7%	5%	2%	4%
	% Asian-American	40%	39%	66%	80%	57%
Citizen Voting Age Pop	Total	11,600	16,152	10,612	14,019	52,383
	% Hisp	14%	18%	8%	4%	11%
	% NH White	43%	34%	22%	13%	28%
	% NH Black	2%	7%	5%	2%	4%
	% Asian/Pac.Isl.	37%	37%	63%	79%	54%
Voter Registration (Nov 2020)	Total	9,558	8,783	5,943	9,923	34,207
	% Latino est.	13%	13%	11%	6%	11%
	% Spanish-Surnamed	12%	12%	11%	6%	10%
	% Asian-Surnamed	16%	16%	28%	44%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	60%	50%	38%	54%
	% NH Black	3%	7%	8%	7%	6%
Voter Turnout (Nov 2020)	Total	8,142	7,342	4,971	8,673	29,128
	% Latino est.	13%	13%	11%	6%	10%
	% Spanish-Surnamed	12%	12%	10%	6%	10%
	% Asian-Surnamed	16%	16%	29%	44%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	61%	49%	38%	54%
	% NH Black	2%	6%	7%	7%	5%
Voter Turnout (Nov 2018)	Total	6,036	4,345	3,085	4,769	18,235
	% Latino est.	12%	12%	11%	6%	10%
	% Spanish-Surnamed	11%	11%	10%	6%	10%
	% Asian-Surnamed	12%	11%	24%	40%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	71%	68%	51%	42%	59%
	% NH Black est.	3%	6%	7%	6%	5%
ACS Pop. Est.	Total	15,030	14,924	12,356	18,023	60,333
Age	age0-19	25%	25%	28%	32%	28%
	age20-60	56%	61%	60%	56%	58%
	age60plus	19%	14%	12%	12%	14%
Immigration	immigrants	26%	38%	41%	49%	39%
	naturalized	61%	45%	42%	56%	51%
Language spoken at home	english	68%	58%	47%	37%	52%
	spanish	7%	6%	6%	2%	5%
	asian-lang	17%	21%	29%	39%	27%
	other lang	8%	15%	18%	22%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	15%	17%	18%	15%
Education (among those age 25+)	hs-grad	29%	27%	19%	12%	22%
	bachelor	38%	37%	40%	38%	38%
	graduatedegree	21%	24%	34%	40%	30%
Child in Household	child-under18	39%	41%	45%	65%	47%
Pct of Pop. Age 16+	employed	69%	72%	74%	73%	72%
Household Income	income 0-25k	5%	7%	6%	4%	5%
	income 25-50k	9%	9%	8%	1%	7%
	income 50-75k	7%	8%	8%	3%	7%
	income 75-200k	49%	55%	51%	32%	47%
	income 200k-plus	30%	21%	27%	59%	34%
Housing Stats	single family	89%	54%	41%	95%	70%
	multi-family	11%	46%	59%	5%	30%
	rented	22%	51%	57%	9%	35%
	owned	78%	49%	43%	91%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting

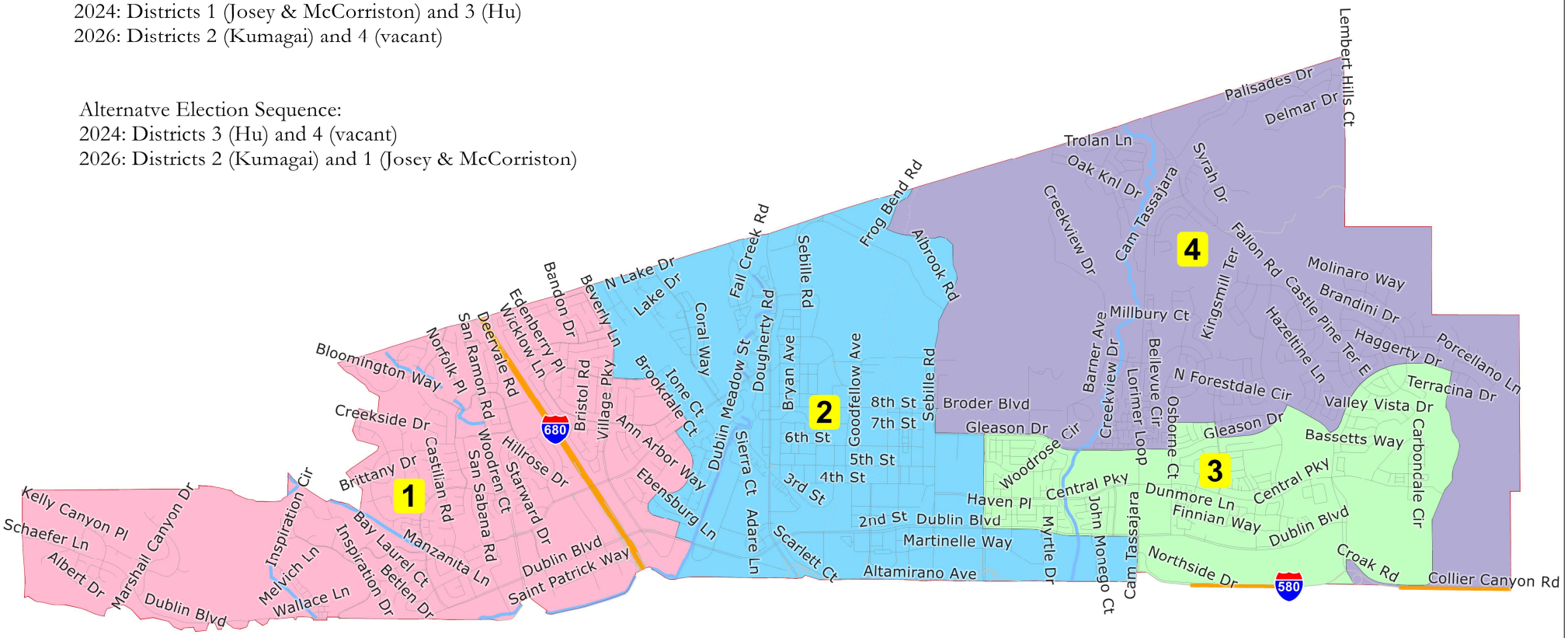
Map layers
- Map 109
- River
- City / Place
- Streets

Map 109

Not population balanced

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 3 (Hu)
2026: Districts 2 (Kumagai) and 4 (vacant)

Alternatve Election Sequence:
2024: Districts 3 (Hu) and 4 (vacant)
2026: Districts 2 (Kumagai) and 1 (Josey & McCorriston)



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Map 109						
District		1	2	3	4	Total
	Total Pop	18,631	15,273	19,691	17,873	71,468
	Deviation from ideal	764	-2,594	1,824	6	4,418
	% Deviation	4.28%	-14.52%	10.21%	0.03%	24.73%
Total Pop	% Hisp	15.0%	13%	6%	10%	11%
	% NH White	39%	32%	17%	13%	25%
	% NH Black	3%	7%	4%	3%	4%
	% Asian-American	39%	44%	71%	71%	57%
Citizen Voting Age Pop	Total	14,292	11,826	13,671	12,594	52,383
	% Hisp	14%	12%	6%	12%	11%
	% NH White	42%	35%	19%	15%	28%
	% NH Black	3%	7%	4%	3%	4%
	% Asian/Pac.Isl.	37%	43%	68%	67%	54%
Voter Registration (Nov 2020)	Total	11,407	6,768	7,845	8,187	34,207
	% Latino est.	13%	13%	9%	7%	11%
	% Spanish-Surnamed	12%	12%	9%	7%	10%
	% Asian-Surnamed	15%	16%	32%	44%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	61%	47%	37%	54%
	% NH Black	3%	7%	8%	6%	6%
Voter Turnout (Nov 2020)	Total	9,693	5,642	6,645	7,148	29,128
	% Latino est.	13%	12%	9%	7%	10%
	% Spanish-Surnamed	12%	11%	9%	7%	10%
	% Asian-Surnamed	15%	16%	33%	44%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	61%	47%	38%	54%
	% NH Black	3%	6%	8%	6%	5%
Voter Turnout (Nov 2018)	Total	7,021	3,480	3,894	3,840	18,235
	% Latino est.	12%	11%	10%	7%	10%
	% Spanish-Surnamed	12%	11%	9%	6%	10%
	% Asian-Surnamed	12%	11%	28%	41%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	71%	65%	51%	41%	59%
	% NH Black est.	3%	6%	8%	5%	5%
ACS Pop. Est.	Total	17,924	11,395	17,995	13,019	60,333
Age	age0-19	25%	25%	30%	31%	28%
	age20-60	56%	61%	58%	56%	58%
	age60plus	19%	14%	12%	12%	14%
Immigration	immigrants	26%	39%	44%	48%	39%
	naturalized	61%	42%	46%	57%	51%
Language spoken at home	english	68%	57%	40%	42%	52%
	spanish	7%	5%	4%	4%	5%
	asian-lang	17%	21%	37%	32%	27%
	other lang	9%	17%	18%	23%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	15%	18%	17%	15%
Education (among those age 25+)	hs-grad	29%	26%	16%	14%	22%
	bachelor	37%	38%	38%	38%	38%
	graduatedegree	20%	26%	37%	36%	30%
Child in Household	child-under18	39%	41%	52%	62%	47%
Pct of Pop. Age 16+	employed	70%	73%	74%	72%	72%
Household Income	income 0-25k	5%	7%	5%	5%	5%
	income 25-50k	9%	9%	6%	1%	7%
	income 50-75k	8%	8%	7%	2%	7%
	income 75-200k	50%	55%	43%	37%	47%
	income 200k-plus	28%	21%	39%	55%	34%
Housing Stats	single family	86%	49%	59%	90%	70%
	multi-family	14%	51%	41%	10%	30%
	rented	24%	56%	40%	16%	35%
	owned	76%	44%	60%	84%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

From: Tom Evans
To: Marsha Moore
Subject: district voting map submittal
Date: Thursday, June 30, 2022 12:06:18 PM
Attachments: Dublin District Map - balance.pdf

Hello Ms. Moore –
I am submitting a proposed district-election map. It is published on the Dave's Redistricting app as ***Dublin District Map – balance***. It features a very balanced population, keeps Camp Parks together, keeps west Dublin together, does not dilute the Asian community vote, it uses primarily well-known street boundaries. Would you please add this to the group of maps submitted by residents for consideration by the City Council?

Thank you,
Tom Evans
[redacted]

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Marsha Moore

From: Tom Evans <offrampmusic@LIVE.COM>
Sent: Thursday, June 23, 2022 3:50 PM
To: Marsha Moore
Subject: RE: question on district stats

Thank you. I will check it out. The reason I wanted to contact the demographer was more of a comment than a question. I wanted to state that the part of Dublin west of San Ramon Road should be considered a community of interest. i.e. please don't split west Dublin west of San Ramon Road. If you can just pass that along I would appreciate it.

Thanks,
Tom Evans
[redacted]

marsha.moore@dublin.ca.gov |
https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.dublin.ca.gov%2F&data=05%7C01%7C%7C2da2ab30de7048f8425d08da55613c13%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C637916173381690150%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=FZ8W1YPdGXegCVNEloqjm4hJKam76JDMIgHZh2AiaNE%3D&reserved=0
Mission Statement: The City of Dublin promotes and supports a high quality of life, ensures a safe and secure environment, fosters new opportunities, provides equity across all programs, and champions a culture of diversity and inclusion.

-----Original Message-----
From: Tom Evans <offrampmusic@LIVE.COM>
Sent: Wednesday, June 22, 2022 2:17 PM
To: Marsha Moore <Marsha.Moore@dublin.ca.gov>
Subject: question on district stats

Hello Ms. Moore -
Hope things are well. I'm hoping to get some help with district map drawing - specifically with statistics. If you pop open the attachment, it has a page of statistics with many stats. When drawing a map on Dave's app, I don't see but two statistics - 1) overall population, and 2) breakdown of ethnic population. Where can I get all of those other stats?

In addition, I heard the demographer last night that people can contact here if they like. What is her contact info?

Thank you,
Tom Evans
925-997-9625
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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From:	Richard Li
To:	Dublin Districts
Subject:	Proposed Map for New Dublin Election Districts
Date:	Wednesday, July 6, 2022 1:28:39 AM
Attachments:	block-assignments.csv

Hi all,

Hope everyone is having a nice week! Linking a proposed map (titled "Proposed Map for New Dublin Election Districts" -- super creative stuff!) I whipped up for our city's redistricting efforts. Also attaching the block assignments of the map to this email. It's not perfect, but this is the best I could come up with in two hours. It was pretty fun!

This map is considering that the top three factors of consideration as mentioned during the City Council hearing on 6/21 are:

1. Keeping neighborhoods/communities of interest together
2. District lines falling on major roads/easily identifiable boundaries
3. Compactness

On that third point, you may notice that the most egregious part of this map is the little strip jutting out in a southwest direction at the bottom of District 4. Unfortunately, this was a relatively large chunk of land that couldn't be split up further. Same goes for that block at the bottom right of District 4, which is one large strip of land that runs pretty far north.

I also took school boundaries into consideration. Although not perfect, I did my best to keep school boundaries of all levels (elementary, middle, high) together.

Similarly, I did my best to keep neighborhoods of similar housing types together. For example, the Gleason Boulevard boundary between the northern border of District 3 and the southern border of District 4 was made specifically because the units above the line tend to be large single-family homes, while the units below the line tend to be more like townhouses and apartments. This remains true even considering the SCS Property land use plan, as that plan assumes larger, less dense units in the north with denser housing in the south.

I did my best to keep commercial/transit areas together:

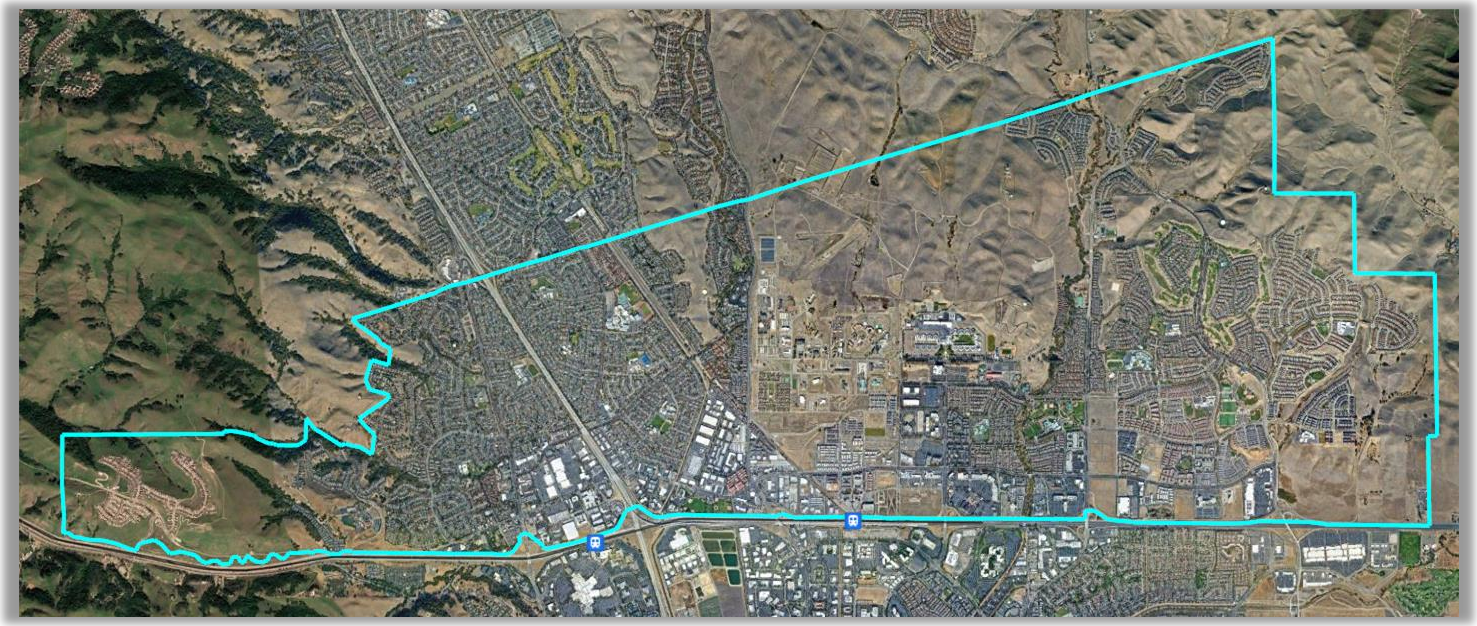
- District 1 contains Amador Plaza and the West Dublin/Pleasanton BART Station.
- District 2 consolidates pretty much all of Downtown Dublin, the Dublin/Pleasanton BART Station (and the commercial shops around it), and Persimmon Place.
- District 3 includes Hacienda Crossings and the Waterford Shops.
- District 4 includes the Lowe's plaza in the southwest and Fallon Gateway in the southeast.

Finally, demographically, no district contains more or less than a 200-person differential than the average, and the 1.78% population deviation is well under the 10% threshold. We also have three majority-minority districts. One slight con to this map is that none of the four districts are considered "competitive," but this is a city where we have over twice as many registered Democrats as Republicans anyways, so drawing for "competitiveness" was not very realistic.

I tried my best! Please let me know if there are any questions, thanks!

Richard Li

NDC
National Demographics Corporation



City of Dublin
Public Hearing 4

July 19, 2022

Kristen Parks, Consultant

Public Outreach Summary

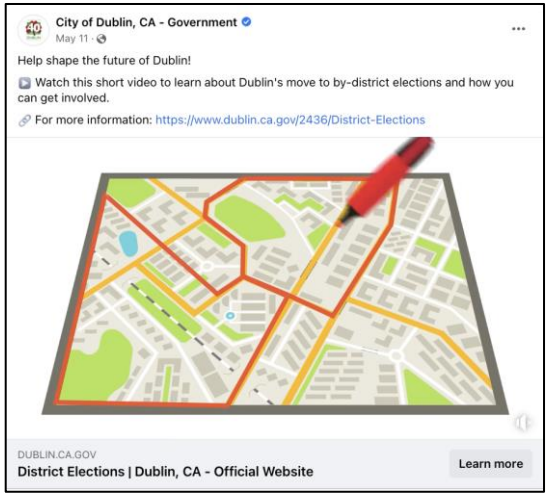
- Digital
- Print
- In-person

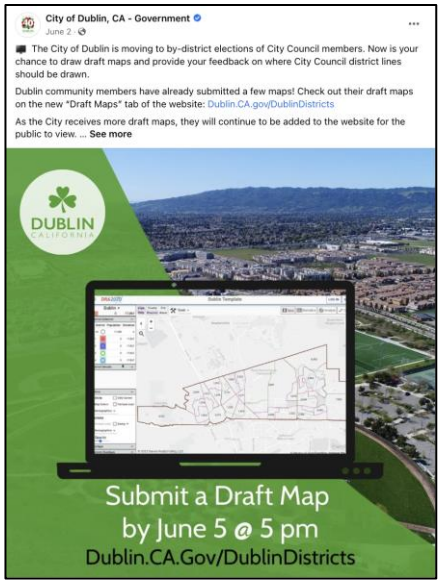
Public Outreach

- **Digital**
  - Dedicated Districting Webpages
  - Animated Video
  - Weekly Social Media Content (Facebook, Instagram, Twitter and Nextdoor),
  - 2 Facebook Ads
  - Phone and Email Community Group Outreach
  - City Newsflashes
  - Backyard Brief Newsletter

Public Outreach (cont.)

- **Digital Advertising**
  - FB Ad #1: Animated Video, May 18 – May 24
    - Reach: 7,017
    - Engagement: 3,687
  - FB Ad #2: Map Deadline, June 2 – June 5
    - Reach: 4,528
    - Engagement: 169



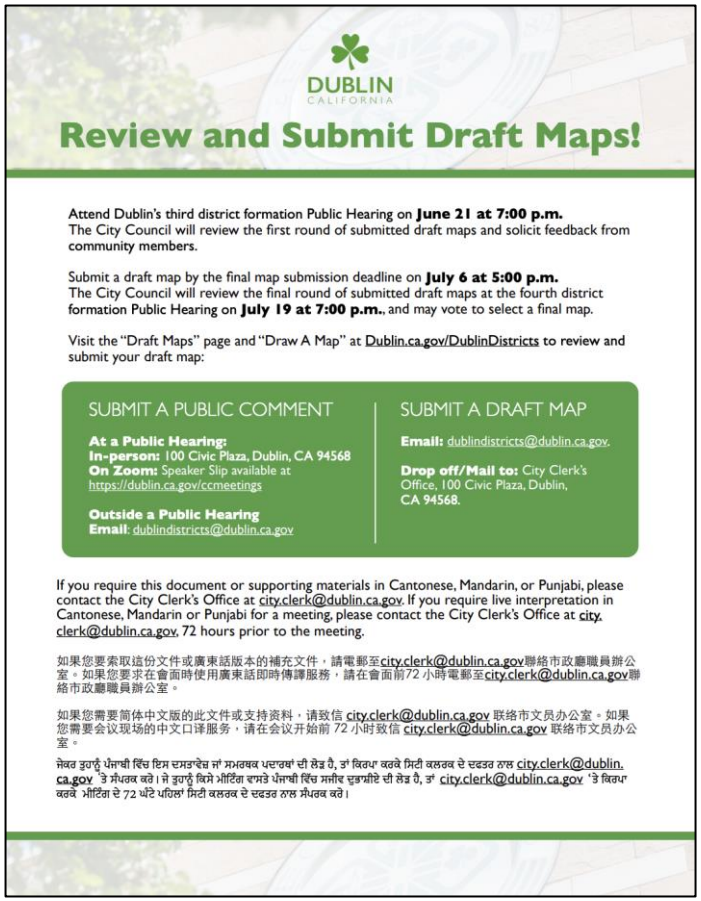


Public Outreach (cont.)

- **Print**
  - Postcard shared with all postal customers in Dublin
  - Flyers
  - Press Releases shared with print media outlets
  - Public Notices
  - Mapping tools

Public Outreach (cont.)

- **In-Person**
  - Two Community Workshops (one virtual, one in person)
  - City Staff participation at weekly Farmers Market to pass out flyers and mapping materials



DUBLIN
CALIFORNIA

Review and Submit Draft Maps!

Attend Dublin's third district formation Public Hearing on **June 21 at 7:00 p.m.** The City Council will review the first round of submitted draft maps and solicit feedback from community members.

Submit a draft map by the final map submission deadline on **July 6 at 5:00 p.m.** The City Council will review the final round of submitted draft maps at the fourth district formation Public Hearing on **July 19 at 7:00 p.m.**, and may vote to select a final map.

Visit the "Draft Maps" page and "Draw A Map" at Dublin.ca.gov/DublinDistricts to review and submit your draft map:

SUBMIT A PUBLIC COMMENT

At a Public Hearing:
In-person: 100 Civic Plaza, Dublin, CA 94568
On Zoom: Speaker Slip available at https://dublin.ca.gov/ccmeetings

Outside a Public Hearing
Email: dublindistricts@dublin.ca.gov

SUBMIT A DRAFT MAP

Email: dublindistricts@dublin.ca.gov.

Drop off/Mail to: City Clerk's Office, 100 Civic Plaza, Dublin, CA 94568.

If you require this document or supporting materials in Cantonese, Mandarin, or Punjabi, please contact the City Clerk's Office at city.clerk@dublin.ca.gov. If you require live interpretation in Cantonese, Mandarin or Punjabi for a meeting, please contact the City Clerk's Office at city.clerk@dublin.ca.gov, 72 hours prior to the meeting.

如果您要索取這份文件或廣東話版本的補充文件，請電郵至city.clerk@dublin.ca.gov聯絡市政廳職員辦公室。如果您要求在會面時使用廣東話即時傳譯服務，請在會面前72 小時電郵至city.clerk@dublin.ca.gov聯絡市政廳職員辦公室。

如果您需要简体中文版的此文件或支持资料，请致信 city.clerk@dublin.ca.gov 联络市文员办公室。如果您需要会议现场的中文口译服务，请在会议开始前 72 小时致信 city.clerk@dublin.ca.gov 联络市文员办公室。

ਜੇਕਰ ਤੁਹਾਨੂੰ ਪੰਜਾਬੀ ਵਿੱਚ ਇਸ ਦਸਤਾਵੇਜ਼ ਜਾਂ ਸਮਰਥਕ ਪਦਾਰਥਾਂ ਦੀ ਲੋੜ ਹੈ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਸਿਟੀ ਕਲਰਕ ਦੇ ਦਫਤਰ ਨਾਲ city.clerk@dublin.ca.gov 'ਤੇ ਸੰਪਰਕ ਕਰੋ। ਜੇ ਤੁਹਾਨੂੰ ਕਿਸੇ ਮੀਟਿੰਗ ਵਾਸਤੇ ਪੰਜਾਬੀ ਵਿੱਚ ਸਜੀਵ ਦੁਭਾਸ਼ੀਏ ਦੀ ਲੋੜ ਹੈ, ਤਾਂ city.clerk@dublin.ca.gov 'ਤੇ ਕਿਰਪਾ ਕਰਕੇ ਮੀਟਿੰਗ ਦੇ 72 ਘੰਟੇ ਪਹਿਲਾਂ ਸਿਟੀ ਕਲਰਕ ਦੇ ਦਫਤਰ ਨਾਲ ਸੰਪਰਕ ਕਰੋ।

Districting Timeline

Step	Description
Public Hearing 1 April 19, 2022	Overview of Process, Outreach Preview, Mapping Tools, Communities of Interest; Community Feedback.
Workshops (1) April 28, 2022 (2) May 4, 2022	Overview of Process, Parameters, Mapping Tools; Community Feedback.
Public Hearing 2 May 17, 2022	Map Drawing Criteria, Communities of Interest; Mapping Tools; Community Feedback.
Public Hearing 3 June 21, 2022	NDC and Community Draft Maps; Community Feedback.
July 6, 2022	Deadline to submit draft maps for Council consideration at the July 19th Public Hearing.
Public Hearing 4 July 19, 2022 7:00 pm	NDC and Community Revised Maps; City Council Selects Finalist(s); Sequencing of District Elections.

Districting Timeline (cont.)

Step	Description
Public Hearing 5 August 16, 2022 7:00 pm	City Council Final Map Selection; Introduction of Ordinance.
City Council Consent Calendar September 6, 2022 7:00 pm	Second Reading of Ordinance.

Districting Rules and Goals

1. Federal Laws

Equal Population

Federal Voting Rights Act

No Racial Gerrymandering

2. California Criteria for Cities

1. **Geographically contiguous**
2. **Undivided neighborhoods and "communities of interest"**
   (Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**
   (Do not bypass one group of people to get to a more distant group of people)

Prohibited:

"Shall not favor or discriminate against a political party."

3. Other Traditional Districting Principles

Respect voters' choices / continuity in office

Future population growth

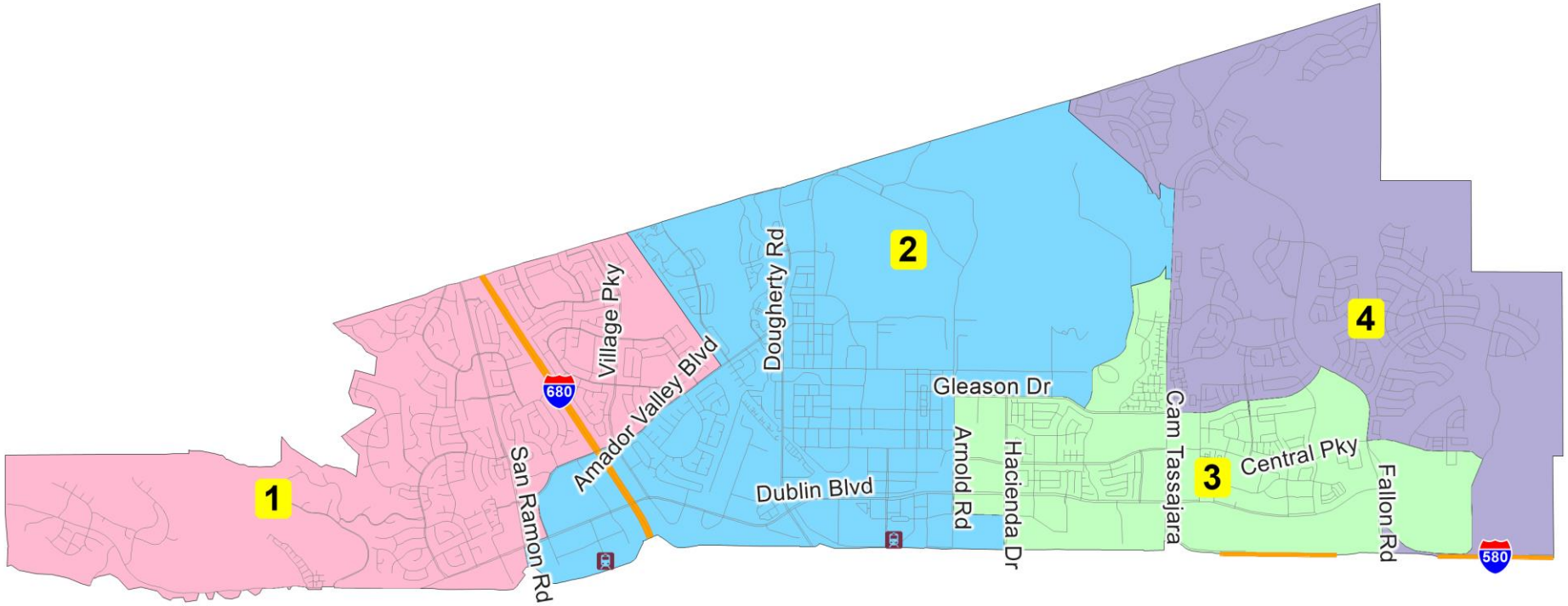
Draft Maps (20)

Public Submissions (15)	*Demographer Maps (5)*
Map 101	Green Map
Map 102 (Not Population Balanced)	Orange Map
Map 103	Purple Map
Map 104	Gold Map
Map 105 (Not Population Balanced)	Pink Map
Map 106	
Map 107	
Map 108 (Not Population Balanced)	
Map 109 (Not Population Balanced)	
Map 110	
Map 111	
Map 112	
Map 113	
Map 114	
Map 115 (Not Population Balanced)	New Submissions (8)

Staff Recommendation

- Receive the presentation
- Conduct the Public Hearing to receive input.
- Review and/or revise Draft Final Maps.
- Select a Final Map and determine election sequencing.

Map 110



4.87% Total Deviation

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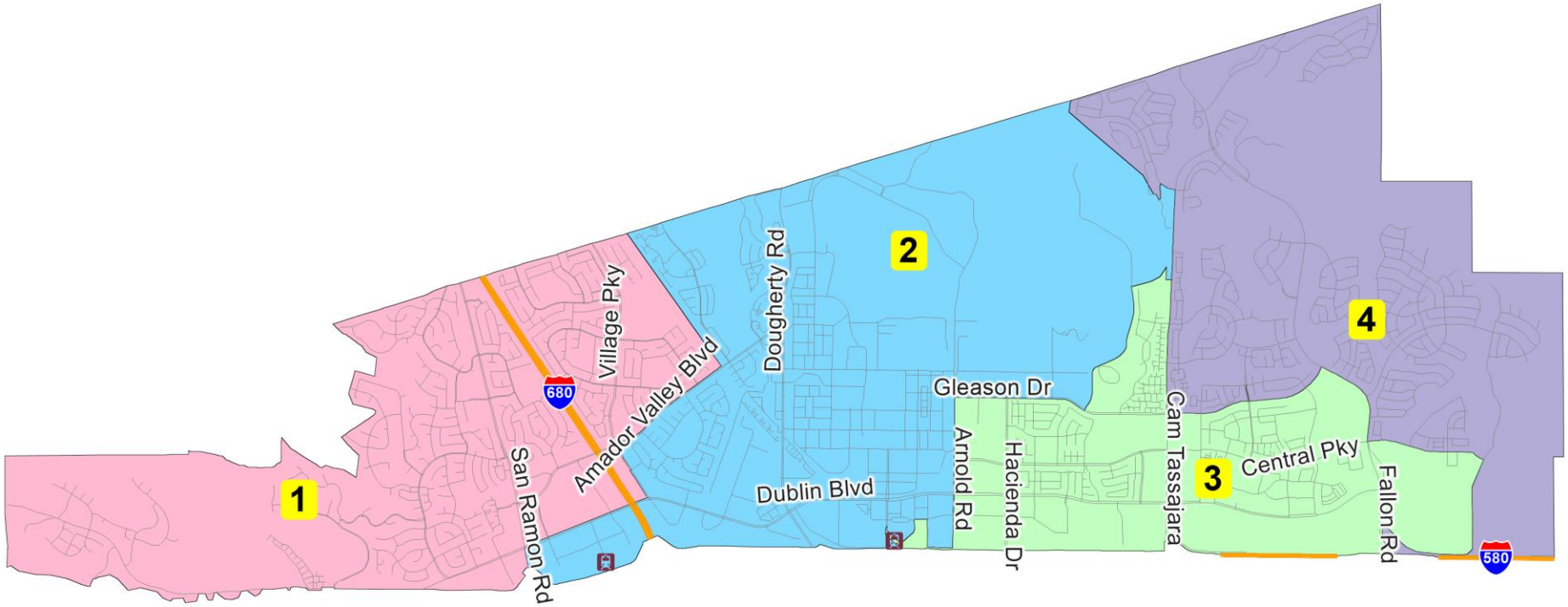
Map 111



1.46% Total Deviation

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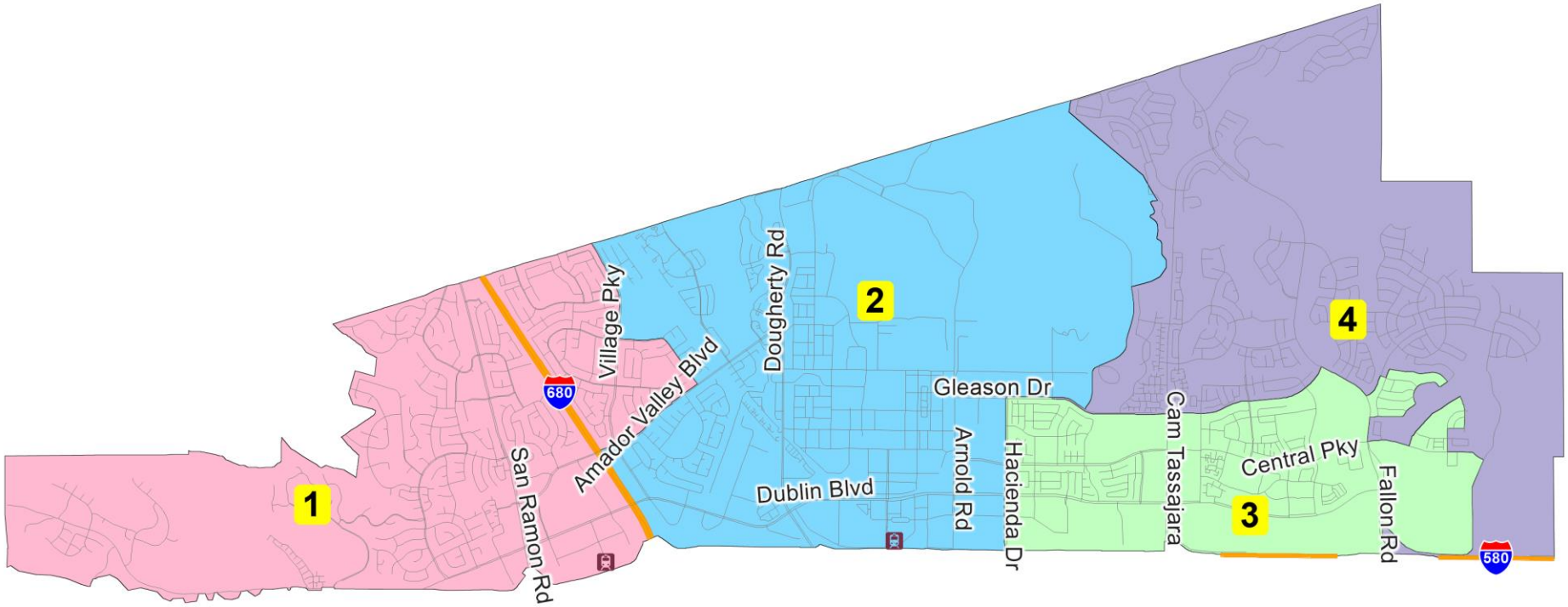
Map 112



1.79% Total Deviation

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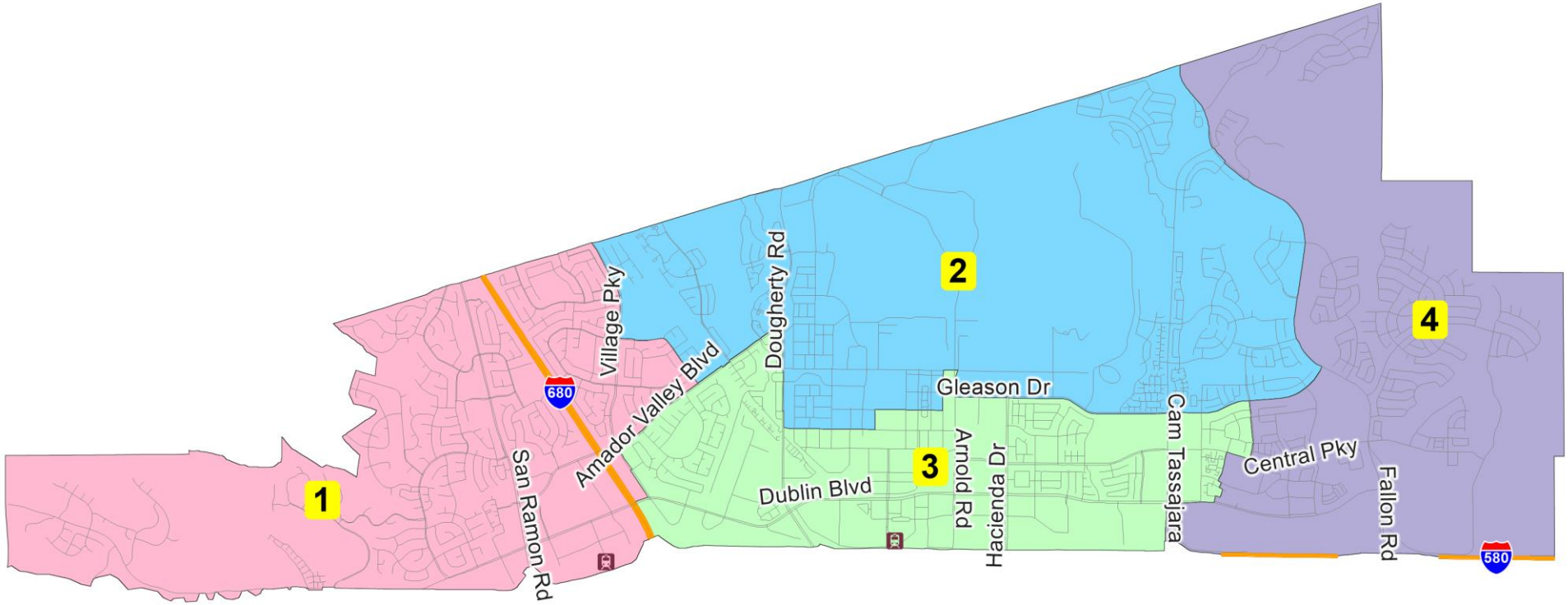
Map 113



0.83% Total Deviation

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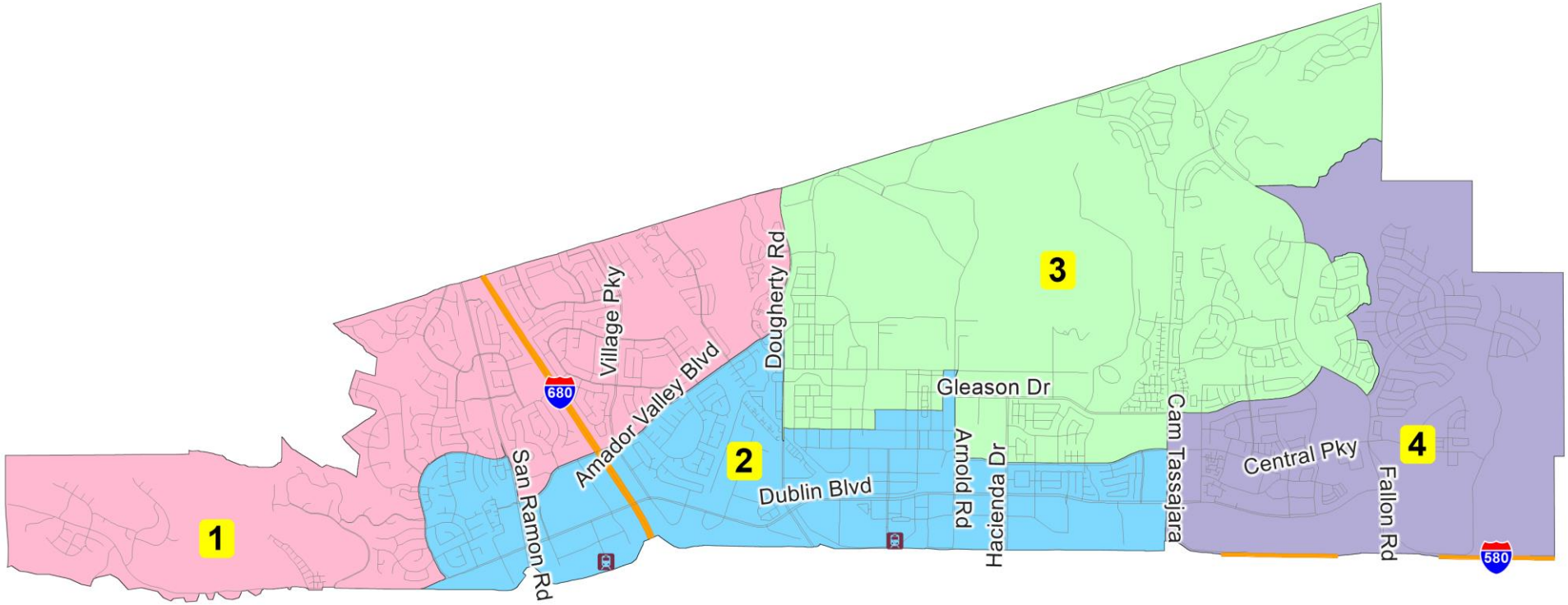
Map 114



9.96% Total Deviation

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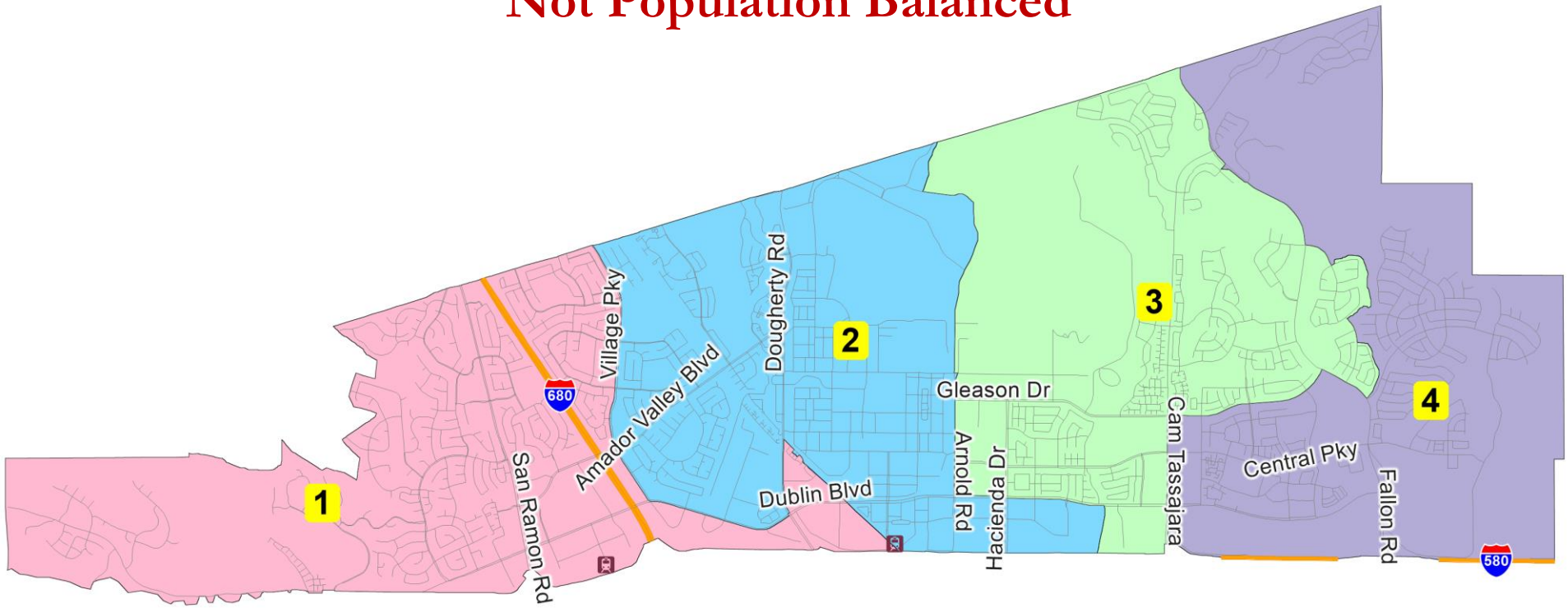
Map 115

Not Population Balanced



14.06% Total Deviation

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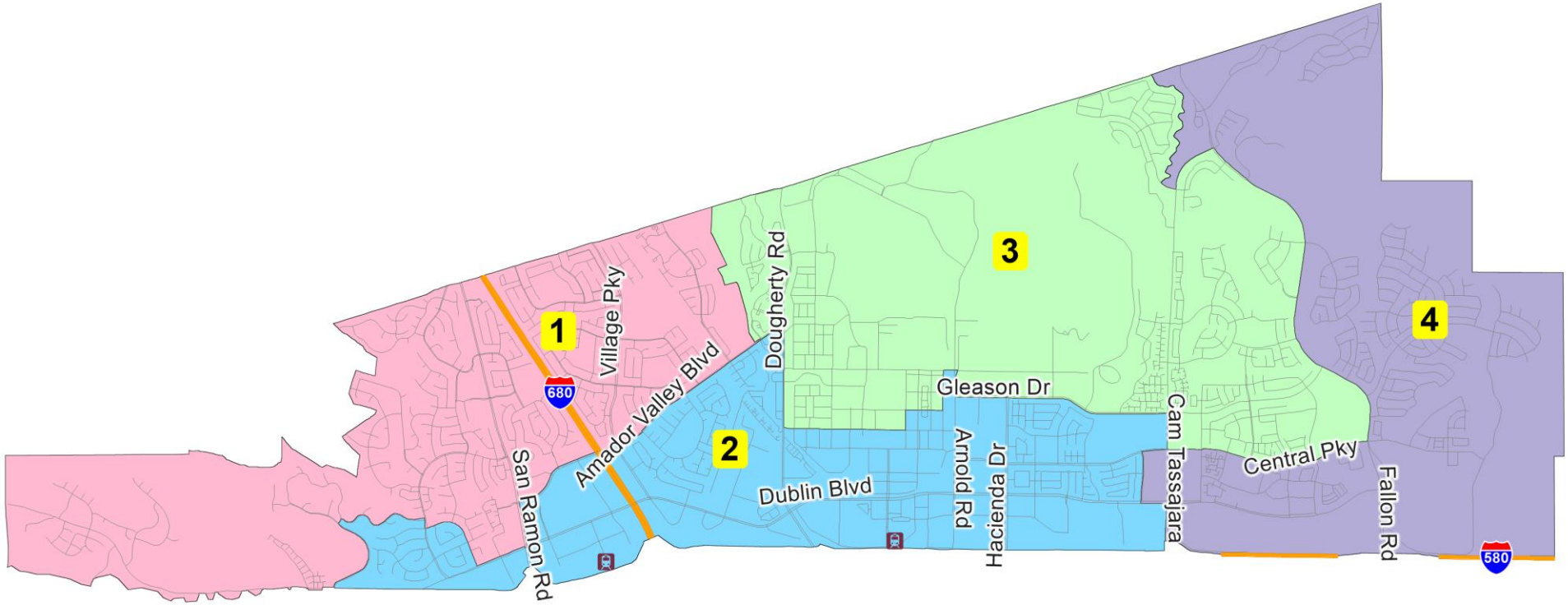
Gold Map



3.12% Total Deviation

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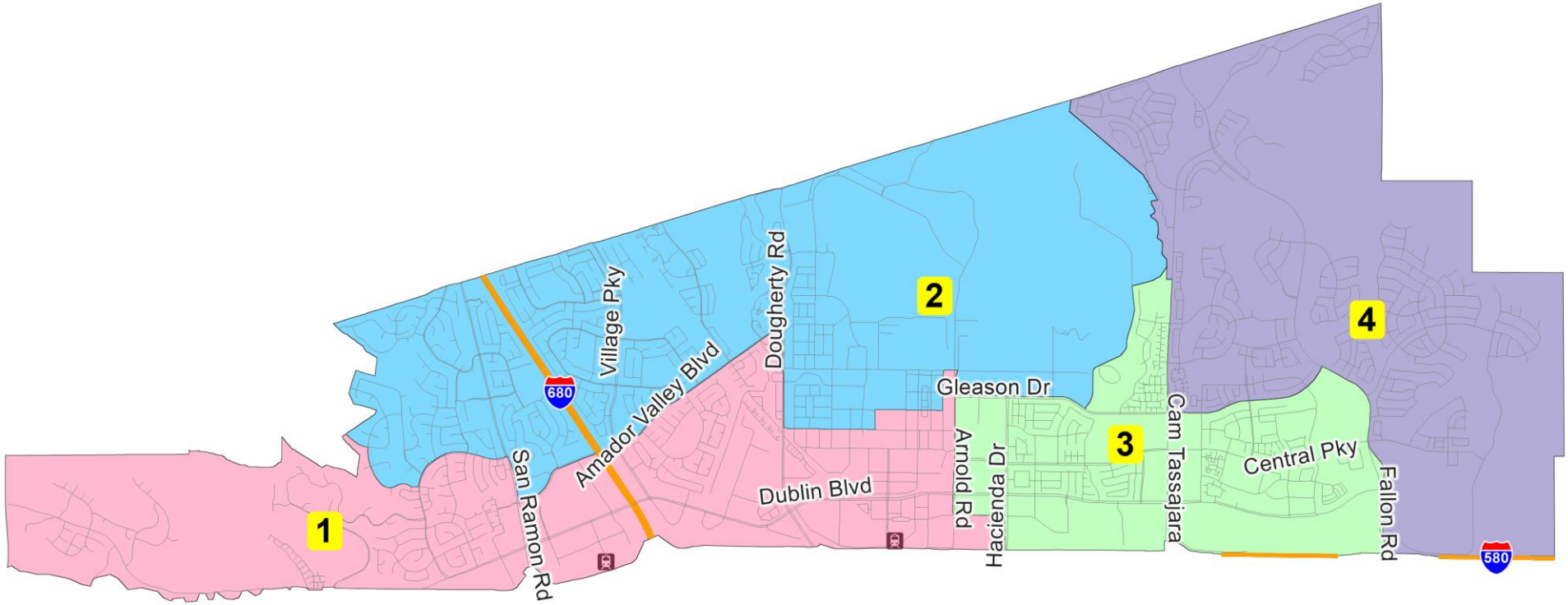
Pink Map



6.43% Total Deviation

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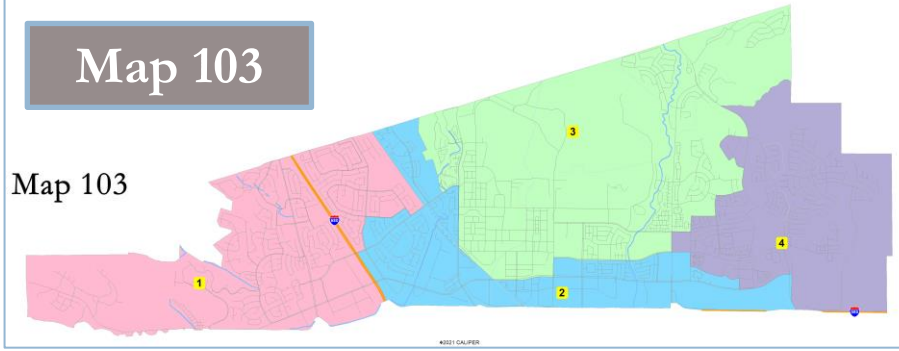
Summary List of Balanced Maps (15)

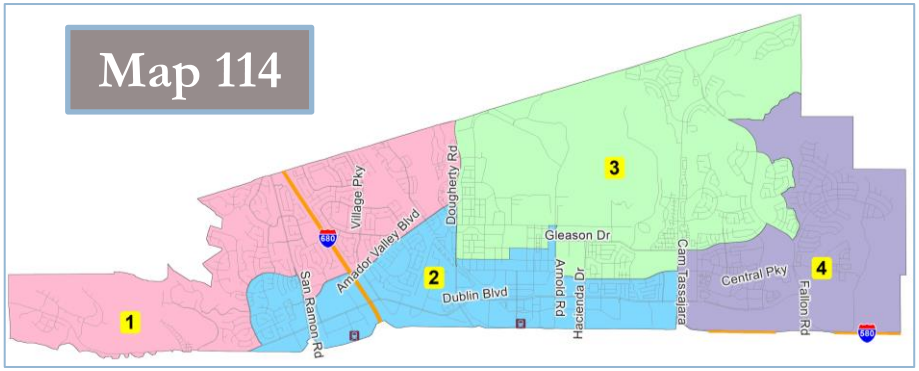
Public Submissions (10)	*Total Dev.*	*Demographer Maps (5)*	*Total Dev.*
Map 101	3.55%	Green Map	5.91%
Map 103	7.15%	Orange Map	7.76%
Map 104	4.68%	Purple Map	6.26%
Map 106	4.79%	Gold Map	3.12%
Map 107	2.30%	Pink Map	6.43%
Map 110	4.87%		
Map 111	1.46%		
Map 112	1.79%		
Map 113	0.83%		
Map 114	9.96%		

Group 1

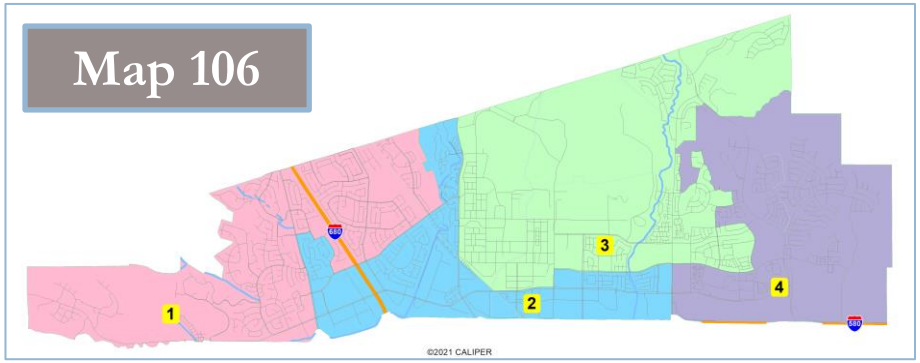
Map 103



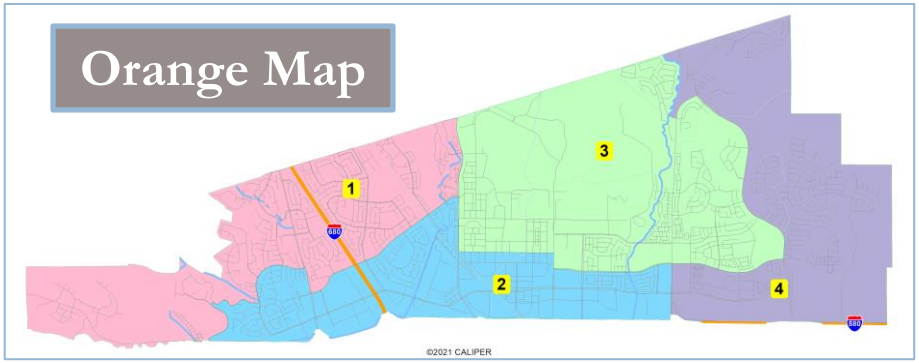
Map 114



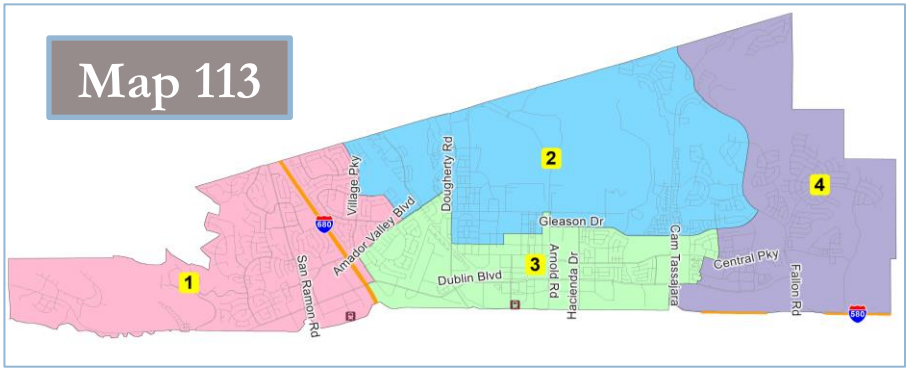
Map 106



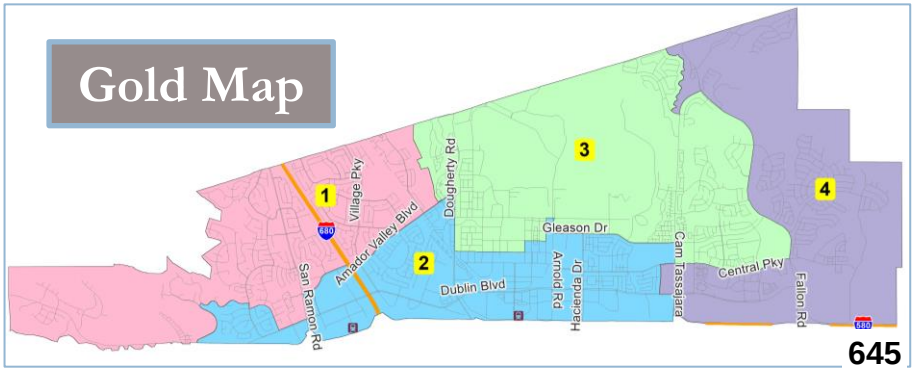
Orange Map



Map 113



Gold Map



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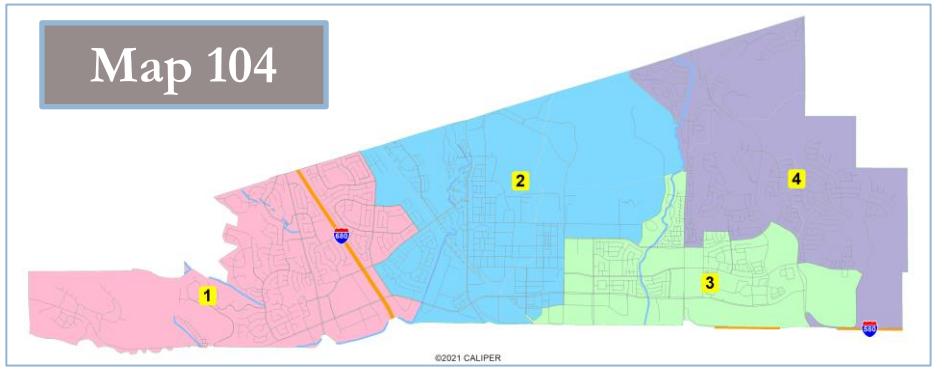
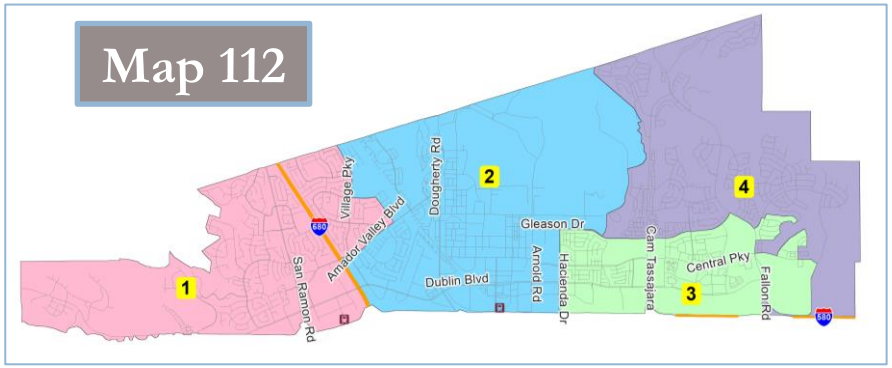
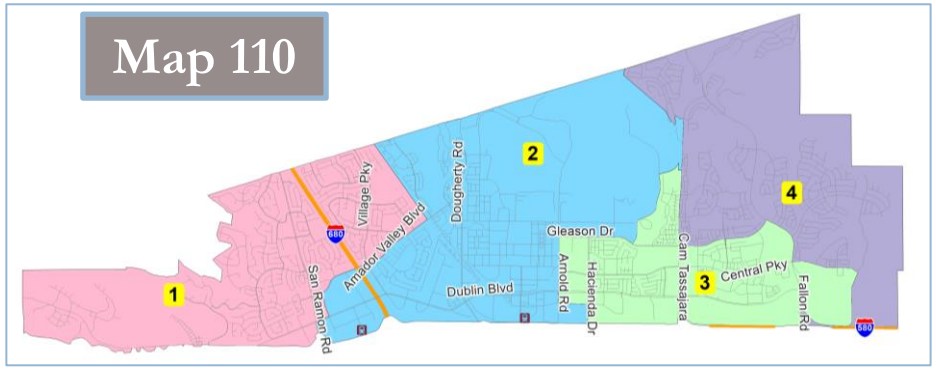

Map 104
1
2
3
4
680
©2021 CALIPER


Map 112
1
2
3
4
680
Village Pky
Dougherty Rd
Amador Valley Blvd
Gleason Dr
San Ramon Rd
Dublin Blvd
Arnold Rd
Hacienda Dr
Cam Tassajara
Central Pky
Fallon Rd


Map 110
1
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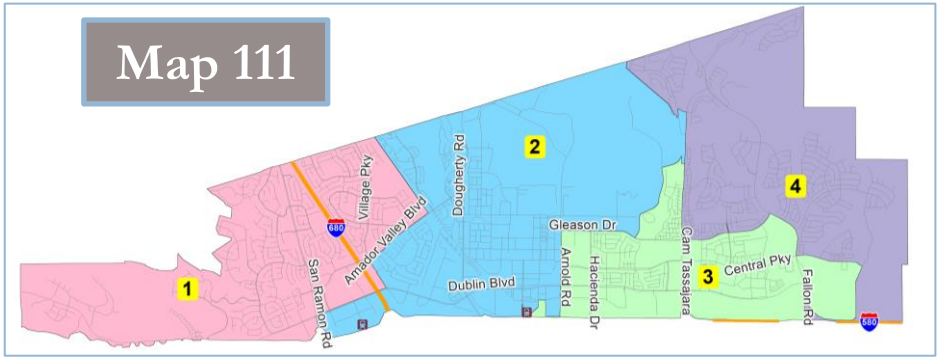
680
Village Pky
Dougherty Rd
Amador Valley Blvd
Gleason Dr
San Ramon Rd
Dublin Blvd
Arnold Rd
Hacienda Dr
Cam Tassajara
Central Pky
Fallon Rd


Map 111
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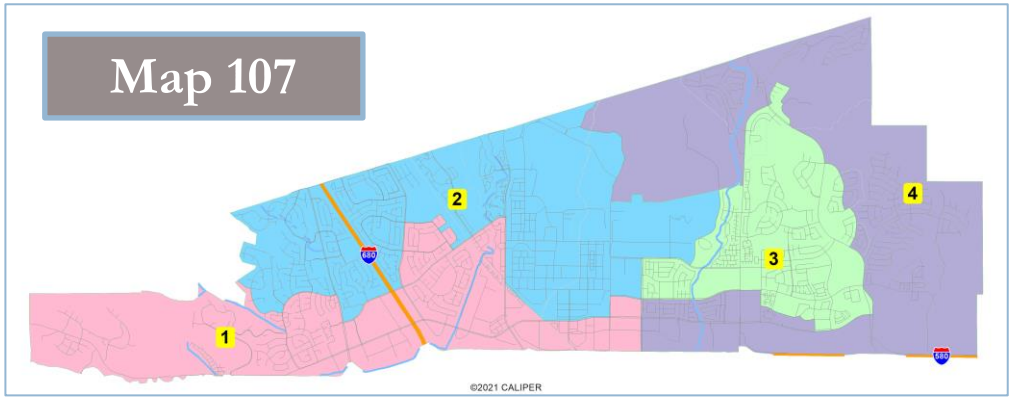
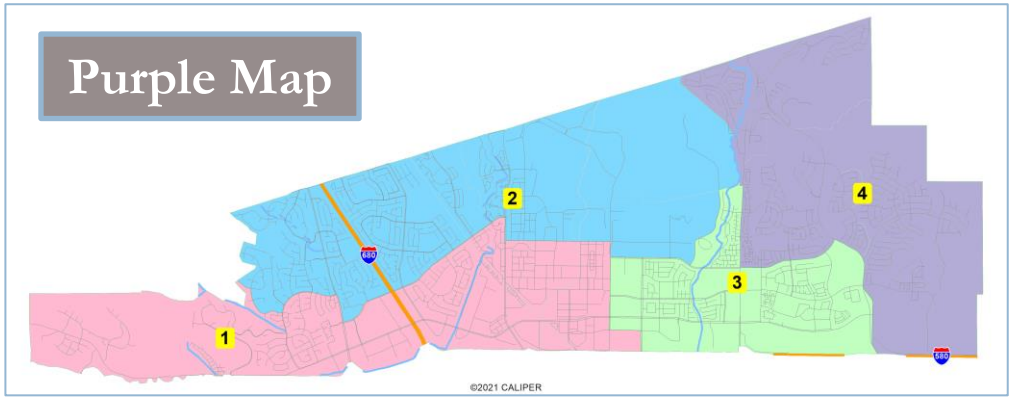
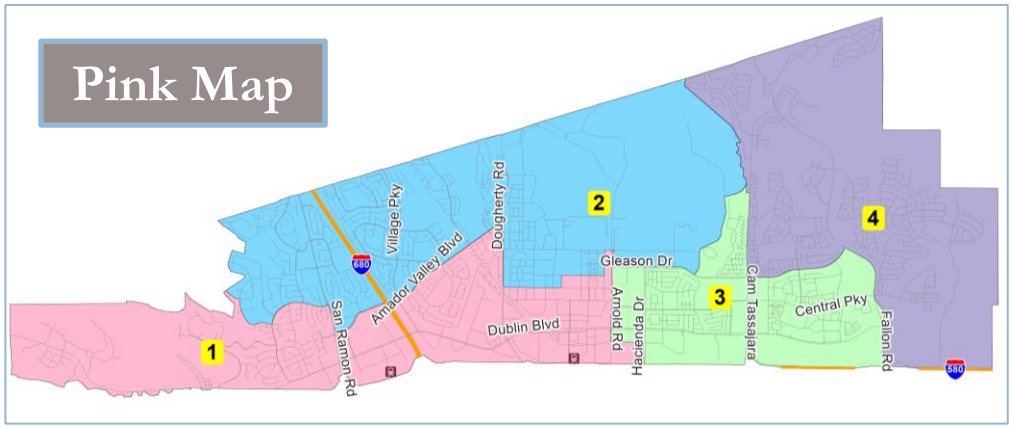
680
Village Pky
Dougherty Rd
Amador Valley Blvd
Gleason Dr
San Ramon Rd
Dublin Blvd
Arnold Rd
Hacienda Dr
Cam Tassajara
Central Pky
Fallon Rd

Group 3


Map 107
1
2
3
4
680
580
©2021 CALIPER


Purple Map
1
2
3
4
680
580
©2021 CALIPER


Pink Map
1
2
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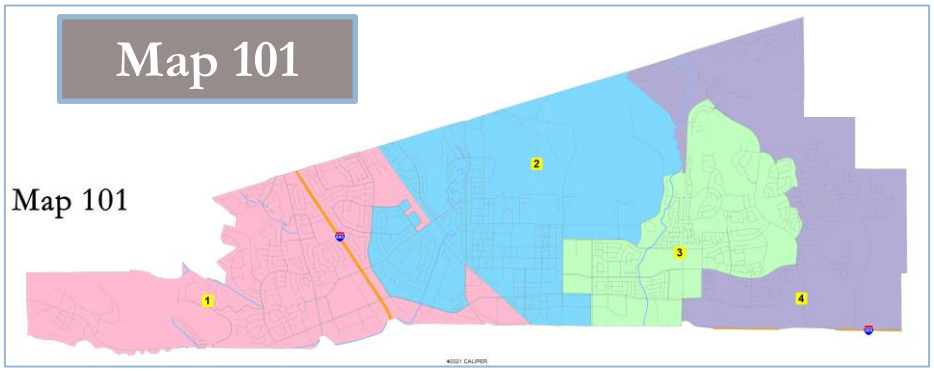
4
680
580
San Ramon Rd
Village Pky
Amador Valley Blvd
Dougherty Rd
Dublin Blvd
Gleason Dr
Arnold Rd
Hacienda Dr
Cam Tassajara
Central Pky
Fallon Rd

Group 4


Map 101
Map 101
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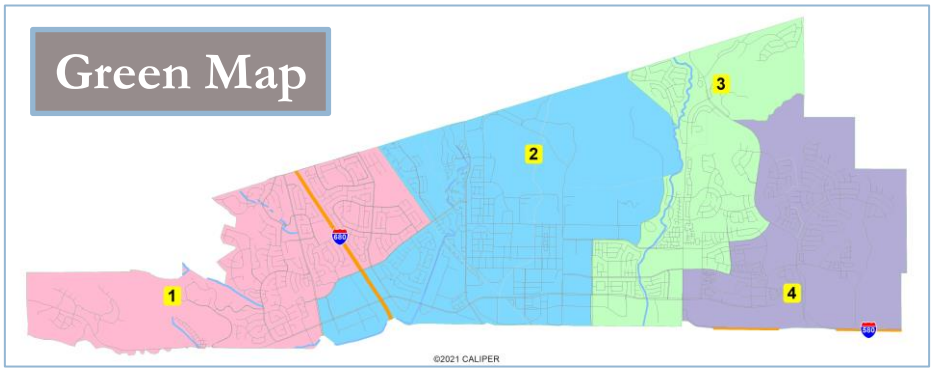
©2021 CALIPER


Green Map
1
2
3
4
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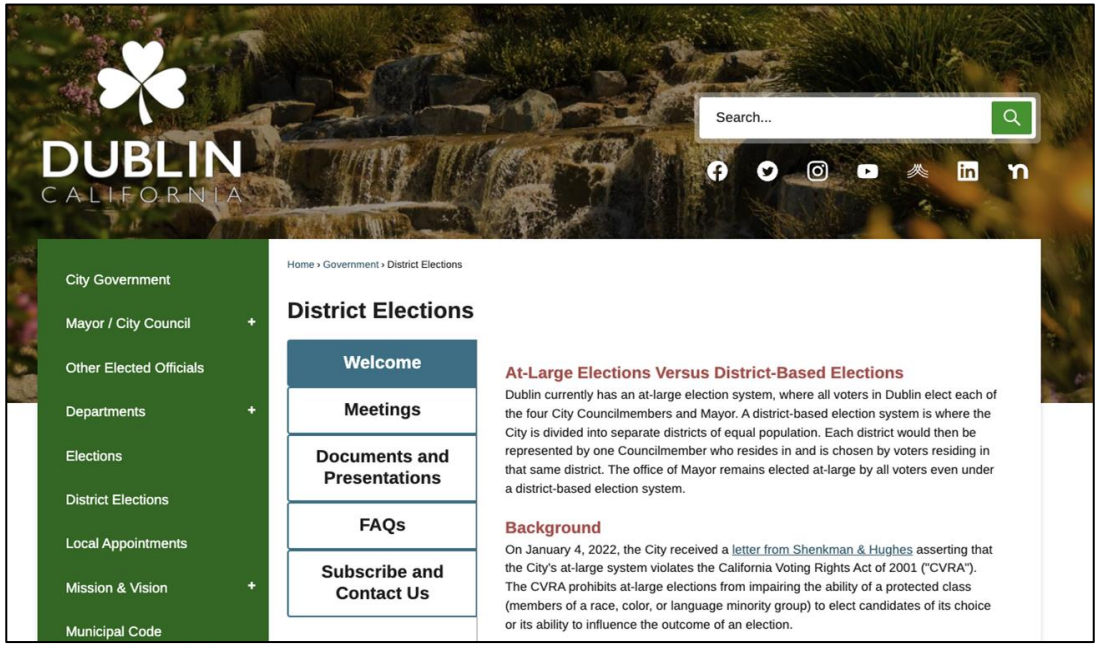
For More Information



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